



AGREEMENT BETWEEN

**THE TOWN OF CHATHAM**

AND

**THE CHATHAM PERMANENT FIREFIGHTERS**

LOCAL 2717

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

July 1, 2021 – June 30, 2024

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## PREAMBLE

The Town of Chatham (hereinafter the "Employer" or the "Town") and the Chatham Permanent Fire Fighters Association, IAFF Local 2712 (hereinafter the "Association" or the "Union"), in order to increase efficiency in the Chatham Fire Department, to maintain the existing harmonious relationship between the Chatham Fire Department and its employees, to promote morale, rights, well-being, and sincerity of the Chatham Fire Department, the Town of Chatham, and the Chatham Permanent Fire Fighters Association hereby agree as follows:

The individual members of the Chatham Fire Department are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

## **ARTICLE I** **RECOGNITION**

The Town of Chatham recognizes the Chatham Permanent Fire Fighters Association, I.A.F.F. Local 2712, as the sole bargaining agent for all permanent full time employees of the Fire Department in all positions of Firefighter EMT, Firefighter-Paramedic, Fire Inspector, EMS Captain, Lieutenant EMT, Lieutenant-Paramedic, Captain-EMT, and Captain-Paramedic, excluding the Chief and Deputy Chief of the Fire Department, civilian employees, and all other employees, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment.

## **ARTICLE II** **MANAGEMENT RIGHTS**

Section 1. Subject to the express provisions of this Agreement, the Town and its Selectmen and Fire Chief shall retain the right and authority to manage the operations of the Fire Department, including but not limited to, the right to direct and supervise the work force and determine the size of the work force; the right to hire, assign, transfer, promote, demote, layoff, discipline and discharge employees; the right to determine the methods, means, processes, and personnel by which operations are to be conducted; to establish new job classifications and duties; to determine policy not inconsistent with the terms of the Agreement, including Article IX, and Massachusetts General Laws Chapter 150E.

Section 2. The Fire Chief may adopt reasonable rules and regulations for the operation of the Department and conduct of its employees not inconsistent with the provisions of the Agreement. In the event of a conflict between an express provision of this Agreement and a Department rule or regulation, the Agreement shall prevail to the extent of said conflict, as provided by General Laws, Chapter 150E, Section 7.

Section 3. This Agreement shall in no way restrict or limit the Town's ability to use call firefighters as it sees fit in the best interests of the Town as long as not in conflict with the provisions of this Agreement.

### **ARTICLE III** **RIGHTS OF PARTIES**

Section 1. Employees shall have all of their wages and benefits established through the collective bargaining process, and all wages and benefits to which employees are entitled are expressed in this Agreement. Employees shall not be covered by provisions of the Town's personnel by-laws not contained herein, and to the extent of any conflict between a provision of this Agreement and a personnel by-law, the Agreement shall take precedence.

Section 2. Both parties to the Agreement agree that each had an opportunity to negotiate fully on all subjects of mandatory bargaining and that this Agreement is a complete expression of all commitments and understandings between the parties.

Section 3. - Any employee hired in a position covered by this Agreement must reside within the towns of Chatham, Harwich, Brewster, Orleans, or that portion of Dennis east of a line described by Route 134 and its extensions North to the Bay and South to the Ocean prior to completing his or her probation period. The Fire Chief may grant an exception to this residency requirement where a hardship exists. The Town will permit a total of three (3) personnel within the bargaining unit to reside outside of this residency area, as far west as the Cape Cod Canal, at any given time. Preference for this process will be granted to the next three new hires starting July 1, 2021. The three new employees will have one year from their date of hire to choose to reside outside of the residency area. If the three new employees do not choose to reside outside of the residency area or they have not decided within the year, the opportunity will be available to the rest of the bargaining unit.

Section 4. Bulletin Boards. The Town shall provide the Association with bulletin board space at the Fire Department for the posting of notices concerning union business and activities

Section 5. - Examinations. The Town may require an employee physical at any time in writing. Where such a physical is required by a Town-designated physician, the Town shall pay the costs thereof. The examining physician shall advise the Town as to whether, in his/her opinion, the applicant is physically qualified to perform the duties of the position. The examining physician's report shall be confidential and a copy of same shall be maintained in the employee's file. No medical records will be released without the written approval of the employee.

The Town may require a psychological examination of an employee when there is reasonable cause for such an examination. Such an examination may be utilized to determine if an employee is fit to continue on duty or fit to return to duty and may be utilized to determine the cause and extent of a claim of psychological injury on duty. To request such an examination, the Town shall furnish the employee and the Union representative a letter directing such examination. The letter shall contain a statement of the specific facts believed by the Town to constitute the reasonable cause for the examination and a statement of the purpose of the examination. The examination will not be scheduled sooner than two full business days after the notice is served on both the employee and the Union representative.

The examination will be conducted at the Town's expense by a psychiatrist selected by the Town

subject to veto by the Union. The psychiatrist will be requested to provide a summary opinion (without detailed personal information about the employee) as to the employee's fitness for duty or as to the cause and extent of a psychological injury or illness. The opinion will be marked "Confidential" and will be kept in a sealed envelope in the employee's personnel file.

Section 6. - Rules and Regulations. All employees will be provided with a current copy of Department rules and regulations and shall sign a receipt and therefore be responsible for knowledge of the contents thereof. As revisions and/or additions are made to the rules and regulations, the changes shall be posted in the Department copy of rules and regulations and signed by each employee.

Section 7.

A. All employees covered by this Agreement must maintain their certification as Emergency Medical Technicians from year to year as a condition of continued employment.

B. All employees covered by this Agreement who were employed after July 1, 1986 shall be, at the time of employment, a certified Emergency Medical Technician (Ambulance/Basic, Intermediate, or Paramedic).

C. In all cases, new employees (as outlined in subparagraph B) hired at the rank of firefighter shall be required to become a certified Paramedic as directed by the Chief of Department, and further, they shall be required to maintain their Paramedic certification from year to year as a condition of continued employment.

D. The requirements as set forth in subparagraph C of this section shall be on a quota system for Paramedics based on a.) the best interest of the Town of Chatham; b.) Paramedic burnout; and c.) an excess number of personnel trained to the Paramedic level leading to the inability of said personnel to retain current in skill level.

E. Failure on the part of the employee to gain or maintain his or her certification (as outlined above) for any reason shall result in termination, and employees so terminated shall be considered dismissed for just cause and shall not have access to grievance and arbitration.

F. In case of demonstrated need, such as when an employee suffers physical, emotional, or mental symptoms from, as an example, Critical Incident Stress, said employee will be temporarily excused from the provisions of Subparagraph C for a period of no more than six (6) months. During this period, said employee will be required to seek counseling through the Critical Incident Stress Team of the Cape & Islands Emergency Services or a mutually acceptable equivalent. Said employee's status will be reviewed at the end of said six (6) month period by the Chief and may be extended up to the end of his/her two (2) year certification period. In granting an extension, the Chief will take into account a written evaluation of the employee's condition by the Critical Incident Stress Team or its equivalent.

An employee who does not receive exemption from subparagraph C may appeal the decision of the Chief as set forth per Article XX. It is understood that the decision of the Chief in granting or not granting the requested exemption shall be based upon various factors, including but not limited to maintaining a minimum of one paramedic per group for a total of four paramedics, the factors specified in paragraph D, and the Town's need to increase the minimum paramedic number.

G. Dispatch responsibilities will be transferred to Barnstable County Sheriff's Communication Center. Dispatch language will be removed from job descriptions once transition goes into effect. This transition will not decrease current staffing practices.

#### **ARTICLE IV** **PAYROLL DEDUCTION OF ASSOCIATION DUES**

Section 1. Pursuant to the provisions of General Laws, Chapter 180, Section 17A, Association dues shall be deducted by the Town monthly from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of Union dues (Appendix A), as well as fees and/or other assessments. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within thirty (30) days after the month in which the dues are deducted.

Section 2. Such authorization may be withdrawn by an employee by giving at least forty five (45) days notice, in writing, to both the Town and the Union Treasurer.

Section 3. The sum which represents such monthly Union dues and fees and/or assessments shall be certified to the Town Treasurer as constituting such by the Treasurer of the Association. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town Treasurer from the Treasurer of the Association.

**ARTICLE V**  
**NO STRIKES**

Section 1. It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by such employees. Any employees violating said provisions shall be subject to disciplinary action including discharge, subject to the provisions of this Agreement.

Section 2. The Association will not instigate or condone any such illegal action as specified in Section 1 and will take an official and public position advising employees that they are acting illegally and that said employees should return to work. Failure of the Association to act in accordance with this Section shall make it subject to liability for damages and/or costs which might arise as a result of violation of Section 1.

**ARTICLE VI**  
**NONDISCRIMINATION**

The Town agrees not to discharge or discriminate in any way against employees for Association membership or activities. The Association agrees not to discriminate in any way against employees on account of non membership or non participation in Association activities. Neither party will discriminate against an employee on the basis of race, national origin, religion, sex, or age.

## **ARTICLE VII** **ASSOCIATION BUSINESS**

Section 1. A total of four (4) days leave per contract year with pay may be used by the bargaining unit as a whole for the duration of this contract, for the purpose of attending the State or National conventions of the Professional Fire Fighters of Massachusetts or the International Association of Fire Fighters, respectively, or for attending educational conferences, or for attending business meetings of the Professional Fire Fighters of Massachusetts, provided that only one (1) employee may be off duty on anyone shift.

### Section 2.

A. Two (2) members of the bargaining unit will be allowed time off with pay for purposes of attending negotiations for a new collective bargaining agreement, or to investigate charges against a member of the bargaining unit, or to represent a member of the bargaining unit at any hearing, board of inquiry, etc., where said member's on-duty schedule conflicts with the time set for said negotiations, hearing, etc.

B. This section shall not apply to members of the bargaining unit who are on duty as a result of accepting overtime for any reason or are on duty as a result of swapping duty time with another member of the bargaining unit.

## **ARTICLE VIII** **SENIORITY**

Section 1. The Chief shall maintain a seniority list, which list shall be brought up to date whenever additional personnel are appointed to the Fire Department. The seniority list shall be posted on the bulletin board each July 1. Any objections to the seniority list as posted shall be reported to the Chief within ten (10) days of such posting or it shall stand as approved and not be subject to grievance.

Section 2. Fire Department personnel shall be listed on the seniority list in the following order: Permanent firefighters first according to their date of permanent appointment to Chatham Fire Department. In the event permanent firefighters are appointed on the same date, then seniority shall be computed in accordance with prior service, if any, on the Chatham Fire Department. Any other same day appointment shall be resolved by a draw of lot conducted by the Chief.

Section 3. - Layoff In the event a layoff becomes necessary in the exclusive judgment of the Town, employees will be laid off on the basis of seniority. The employee with the least seniority will be laid off first. Employees so recalled will be returned with the same rank and at the same step placement they held at the time of layoff. Time of service for seniority and step raises will be interrupted for the period of the layoff.

Section 4. Seniority rights accrued to an employee under this Article shall be lost in the event of a break in service with the Town caused by anyone of the following:

- A. Voluntary quit
- B. Discharge for just cause
- C. Absence from work on four (4) consecutive working days without notice to the Fire Chief.

D. Failure to return to work after the expiration of any leave of absence.

E. Layoff for lack of work or funding for more than twenty-four (24) months.

F. Failure to return to work within fourteen (14) days after receipt of a Certified letter mailed to last known address of laid off employee requesting return to work. Fire Chief should be notified of intent to work upon receipt of said notice of recall.

G. For employees who have been laid off for less than two months, failure to notify the Chief of his/her intent to return to work within seven (7) days of receipt of a certified letter mailed to the last known address of the employee and/or failure to return to work within fourteen (14) days after receipt of said letter.

For employees who have been laid off for a period of time of two (2) months or greater, failure to notify the Chief of his/her intent to return to work within seven (7) days of receipt of a certified letter mailed to the last known address of the employee, and/or failure to return to work within thirty (30) days of receipt of said letter.

## **ARTICLE IX** **HOURS OF WORK**

Section 1. The regular work schedule, shall be an average of forty-two (42) hours per week, except as noted in Section 3 of this Article. There shall be one (1) ten-hour day shift, followed by one (1) fourteen-hour night shift, followed by 24 hours off, followed by one (1) ten-hour day shift, followed by one (1) fourteen-hour night shift, followed by 120 hours off, for an average of forty-two (42) hours per week over an eight-week cycle.

Section 2. For the purposes of vacation, sick time, union days, and bereavement, time off shall consist of either a 10 hour day tour from 8:00 a.m. to 6:00 p.m. or a 14 hour night tour from 6:00 p.m. to 8:00 a.m.

Section 3. For the purposes of orientation training such as Fire Academy, Fire Fighter I & II classes, and in-house training, the Chief may temporarily assign new employees to a weekly schedule for whatever duration is necessary. For purposes of training other employees (not including classes or other activity for ALS and BLS recertification), the Chief may assign employees to a weekly schedule for no longer than two weeks, unless mutually agreed by the employee, the Union and the Town. The weekly schedule for any employee shall consist of five consecutive 8 hour days. An employee assigned to such a schedule shall receive two weeks written notice of the change. The notice shall set forth the days of the week, the hours of the day and the duration of the schedule. The employee shall receive overtime pay for hours worked outside the prescribed schedule. In cases of emergency such as terrorist threat or hurricane, the Chief may schedule the employees however he deems necessary for the duration of the emergency.

Section 4. Employees being transferred to a new Group shall receive two (2) weeks notice prior to said change except in emergency situations. Such transfers shall be carried out in accordance with Appendix C.

## **ARTICLE X** **OVERTIME**

Section 1. Whenever any employee is assigned by the Chief (or is otherwise assigned in accordance with Department policy) to work in excess of his regularly assigned work week, he shall be paid for such overtime work at no less than one and one-half (1.5) times the regular hourly rate computed on the basis of one forty-second (1/42) of regular weekly compensation provided.

Section 2. - Holdovers In the event that bargaining unit employees are required to work overtime at the change of shifts, members will earn one hour of overtime for the first 60 minutes of holdover or fraction thereof and one hour of overtime for each subsequent hour of holdover or fraction thereof.

Section 3. - Call Backs In the event that bargaining unit employees are called in to return to work during scheduled time off, they shall receive a minimum of two (2) hours pay at the time-and-one-half rate, except that if called in within one (1) hour of shift starting time, they shall be paid overtime as outlined in subparagraph (A) below. One (1) additional hour shall be added to the minimum time for callback pay for a total of three (3) hours for incidents which begin between the hours of 2200-0400. This minimum shall apply to overtime related to callbacks only. Further, the minimum guarantee shall not apply to work beyond the regular quitting time.

Overtime on call backs, subject to the foregoing provisions of this section, shall be rounded off as follows:

- A. Within one (1) hour of shift starting time: One hour of overtime will be paid for call backs within one hour to the start of a members scheduled shift.

Section 4. – Payment Payment of overtime moneys shall be provided on the same schedule as regularly scheduled pay.

Section 5. - Overtime The bargaining unit agrees to work with the Chief to develop work procedures which will serve to restrain or reduce overtime costs.

## **ARTICLE XI** **VACATIONS**

Section 1. Employees covered by this Agreement shall be granted vacation as follows:

After one (1) year of service, two (2) weeks. After five (5) years of service, three (3) weeks. After ten (10) years of service, four (4) weeks. After fifteen (15) years of service, five (5) weeks.

Section 2. Length of service for determining vacation entitlement shall be based upon an employee's anniversary date of employment. Vacations shall be scheduled between July 1 and the following June 30. One week of vacation shall include four (4) tours except for employees working five (5) day tours, Monday through Friday, for whom one (1) week of vacation shall include five (5) work tours. Employees with less than one (1) year of service on July 1 shall be entitled one (1) day of vacation for each month of continuous service up to a maximum of two (2) vacation weeks (eight (8) work tours).

Section 3. Upon termination of active employment through no fault or delinquency of the employee, the employee shall receive payment on a pro-rata basis equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's estate.

Section 4. Scheduling of vacation is subject to approval by the Officer of the Shift. Only one employee shall be granted a single vacation tour on any given shift. Should the department increase by four (4) additional firefighters after July 1, 2021, the Town agrees that two employees shall be granted a vacation tour on any given shift. The granting of two vacations on any given shift will not apply to dates between June 15<sup>th</sup> and September 15<sup>th</sup> annually. Multiple requests shall be resolved on the order of receipt, and if received on the same date and time simultaneously, it shall be resolved by seniority. Single vacation tours shall not be permitted on the Fourth of July or Labor Day holidays.

Section 5. Unused vacation may be carried over into the next vacation eligibility year not to exceed two (2) weeks.

Section 6. Employees who are eligible to earn a fifth week of vacation shall be able to receive a cash payment at the end of a Fiscal year for the unused fifth vacation week, or any portion thereof, if the employee chooses so in writing to the Fire Chief prior to June 1 of each Fiscal year.

## **ARTICLE XII** **SICK LEAVE**

Section 1. Each employee shall be credited with sick leave at a rate of one and one-fourth (1.25) days for each month of service to a maximum of one hundred sixty-five (165) days accumulation.

Section 2. Sick leave shall be used only for the necessary absence of an employee as a result of his own sickness or injury; provided however, should an emergency arise where it is necessary to provide care or transportation for a member of the immediate family (spouse or child), an employee may be excused from work and such time utilized will be charged to the employee's sick leave account to the nearest one-quarter shift.

Section 3. If a pattern of continuous sick leave abuse exists, of which the employee has been warned, the Town may take appropriate disciplinary action including, but not limited to, suspension or discharge.

Section 4. Employees shall provide notice of absence to the Chief or his designee of at least two (2) hours for the night shift, and not less than one (1) hour for the day shift in order to be eligible for paid sick leave. Bona fide cases of sudden illness or injury are exempt from these time limits.

Section 5. Notwithstanding any provision of this Agreement to the contrary, injuries arising out of and in the course of employment as a Town employee, which necessitates absence from work, shall not be charged to sick leave. The injured employee shall be placed on administrative leave pending an investigation and determination by the Chief of the Department. In cases where a determination is made that the injury was not a line of duty injury, the employee will be charged with sick time in lieu of administrative leave. In cases where a determination is made that the injury was a line of duty injury, the employee will be placed on 111 F, injured on duty leave, retroactive to the date of injury. The Town may require medical certification prior to payment of injured leave, and periodic medical evidence of incapacity may be required for continued payment. Any injury resulting out of employment shall be paid in accordance with General Laws, Chapter 41, Section IIIIF, and any claims under said statute shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 6. The Chief shall maintain a record of each employee's sick leave used and accumulated and shall post such record during July of each year on the Department Bulletin Board.

Section 7. - Sick Leave Bank Employees in the bargaining unit shall each contribute two (2) of their personal sick days on each July 1 into a sick leave bank to be administered by a sick leave committee consisting of two (2) members of the bargaining unit and the Fire Chief.

An employee who has exhausted all of his/her accumulated sick leave can make an application to the Committee for use of bank days in case of serious long term illness; however, employees who have not had personal sick leave days to contribute to the bank on July 1 shall not be eligible to draw from the bank in that fiscal year.

The decision of the Committee may be appealed to a review board composed a mutually agreed upon third party, one (1) member of the bargaining unit chosen at random, and the Human Resources Officer. This appeal shall be final and binding and not subject to grievance and arbitration procedure or any other procedure.

Whenever the number of accumulated sick leave bank days is reduced to forty (40) days or less, employees in the bargaining unit may make a voluntary contribution to the bank from their individual sick leave accumulation based on the following formula:

Employees with greater than one hundred (100) days .....	3 days
Employees with fifty (50) to ninety-nine (99) days .....	2 days
Employees with ten (10) to forty-nine (49) days .....	1 day

Section 8. Upon death, retirement, voluntary resignation or involuntary resignation for cause and after the period as outlined in Article VIII, Section 5(e), employees hired previous to June 24, 2014, shall receive payment for twenty-five (25) percent of accumulated sick leave. Additionally, the retiring or resigning employee shall be allowed to donate to the sick leave bank twenty-five (25) percent of his remaining sick leave. Employees hired after June 24, 2014 are not eligible for Sick Leave buyback. Any employee, regardless of their date of hire, upon death, suffering an incapacitating injury, or becoming physically disabled from being able to work as a firefighter, and after the period as outlined in Article VIII, Section 5(e), payment shall be made of twenty-five (25) percent of accumulated sick leave. If the firefighter has survived, he/she may elect to donate to the sick leave bank twenty five (25) percent of his/her remaining sick leave.

Section 9. - Maternity Leave When an employee becomes pregnant, she shall furnish the Employer with a certificate from her physician stating the expected date of delivery. She shall be permitted to work as long as her physician certifies she is able to continue work without endangering her health or that of the unborn child and provided that neither the quality nor the quantity of her work will be diminished.

At such time that her physician feels that the employee should no longer work due to disabilities related to the pregnancy, she may use her sick leave, as allowed in Massachusetts General Laws Chapter 151 B. The employee may request a child rearing leave for a period following the birth of her baby, and such leave shall be granted for a period not to exceed one (1) year. The Chief has the right to fill the temporary vacancy as he deems appropriate.

When an employee returns to work following a maternity leave, she shall be reinstated to her former position with past seniority.

The sick bank may not be used for maternity leave unless there are extenuating circumstances, and then only with the approval of the sick leave committee.

Section 10. Employees shall earn one (1) day shift (10 hours) or night shift (14 hours) personal leave day for each six (6) month period where no sick leave is used. The personal leave day shall be used within six (6) months of being earned. Time periods shall be based on the calendar year (i.e. January 1<sup>st</sup> – June 30<sup>th</sup> and July 1<sup>st</sup> – December 31<sup>st</sup>). Time will be considered “Personal” leave and not “Vacation” leave.

Section 11. Any employee absent from work for more than two (2) continuous weeks with a non-job related illness or injury must contact the Chief prior to returning to work.

**ARTICLE XIII**  
**BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be allowed time off with pay at the time of loss or for purposes of attending the wake and/or funeral, provided the wake and/or funeral fall on days which the employee is regularly scheduled to be on duty, and further provided the employee actually attends said wake and/or funeral.

Time off shall be in accordance with the following schedule:

Up to six (6) consecutive shifts ..... spouse or child

Up to four (4) consecutive shifts .....Parent, brother, sister  
mother-in-law, father-in-law,  
grandparent, grandchild, brother-  
in-law, sister-in-law

Up to one (1) shift .....Death of other relative residing in  
household

**ARTICLE XIV**  
**GROUP INSURANCE**

Section 1. Full-time employees and regular part-time employees hired before June 24, 2014 and working at least twenty (20) hours per week may elect to participate in the Town's group health insurance program. The Town shall contribute 70% toward the insurance premium cost and the employee shall contribute 30% toward this cost. Full-time employees and regular part-time employees hired after June 24, 2014 and working at least twenty (20) hours per week may elect to participate in the Town's group health insurance program whereby the Town shall contribute 65% toward the insurance premium cost and the employee shall contribute 35% toward this cost.

Section 2. It is understood that the Town does not have absolute control over insurance programs offered and available nor can it control levels of benefits and other changes made by insurance providers in the group plan. Therefore, the Town shall be free to change carriers, as well as make changes in existing group programs where such changes are imposed on the group by the carrier.

Section 3. The Town will meet with the Union to discuss the impact of changes imposed on the group by the carrier in an effort to explain available options (if any) including a change in the carrier, but this shall not delay the changes over which the Town has no control. The Town will adhere to those provisions of Mass General Laws Chapter 328 accepted by the Town.

Section 4. The Town will establish a cafeteria plan for insurance premiums, co-payments and deductibles, day care, etc.

**ARTICLE XV**  
**HOLIDAYS**

Section 1. The following shall be recognized as paid holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday	June Nineteenth
Labor Day	President's Day
Columbus Day	Patriot's Day
Veteran's Day	Memorial Day
Thanksgiving Day	Christmas Day

The day following Thanksgiving, any other holiday or part thereof given off with pay to any other group of Town employees, and any other day declared a legal holiday by the General Court of Massachusetts or the Federal Government.

Section 2. Payment for the holidays listed in Section 1 shall be made in two (2) lump sums. For those holidays that fall between July 1 and December 1 in the fiscal year, a lump-sum payment shall be made to each employee on the payroll during that period within the first two (2) weeks in December. For those holidays that fall between December 2 and June 30 in the fiscal year, a lump-sum payment shall be made to each employee on the payroll during that period within the first two (2) weeks in June.

Holiday pay shall be computed on the basis of one-fourth (1/4) weekly pay for each paid holiday and paid to each employee whether scheduled to work on the holiday or on a day off.

In order to receive holiday pay under this Article, an employee must work his normally scheduled shift before and after each holiday, if applicable, and on the holiday if scheduled, unless the employee is on vacation or has been excused by the Chief on account of illness or injury.

**ARTICLE XVI**  
**EDUCATIONAL PAY**

Section 1. Employees who have earned educational credits for the satisfactory completion of courses which are part of a Fire Science curricula and leading to a degree in Fire Science shall be paid as follows:

Up to thirty (30) credits - twenty (20) dollars per credit hour  
Thirty (30) to sixty (60) credits - twenty-five (25) dollars per credit hour  
Associates Degree or sixty (60) credits or greater towards a more advanced  
fire science degree - thirty (30) dollars per credit hour

Section 2. Payment under this Article shall be made as a lump sum on the second pay date in July of each year, based on the number of credits satisfactorily completed prior to July 1. Said sum shall be included in the employees base pay for the purpose of calculating overtime, and begin as of 0000 on July 1.

Section 3. Employees must present the Chief with certification from the registrar of an accredited college or university that the Fire Science credits have been satisfactorily completed by the employee. Such evidence must be presented prior to July 1 and before payment can be made under this Article.

Section 4. Employees who have not completed thirty (30) credits in Fire Science shall not receive payment under this Article if they do not add to their Fire Science curricula educational credits for a two (2) year period. Payment will continue when employees add additional educational credits as allowed in Section 1.

**ARTICLE XVII**  
**LONGEVITY**

Section 1. Employees shall receive a lump-sum payment based upon their years of service for the Town of Chatham as of the date of hire each fiscal year. The longevity payment shall be made on the payroll immediately following the employee's anniversary date of hire as follows:

	Employees hired before 6/24/14	Employees hired after 6/24/14
Upon completion of 6 years of service	\$250	NA
Upon completion of 7 years of service	\$300	NA
Upon completion of 8 years of service	\$350	NA
Upon completion of 9 years of service	\$425	NA
Upon completion of 10 years of service	\$500	\$300
Upon completion of 11 years of service	\$600	\$300
Upon completion of 12 years of service	\$700	\$300
Upon completion of 13 years of service	\$800	\$300
Upon completion of 14 years of service	\$900	\$300
Upon completion of 15 years of service	\$1,000	\$400
Upon completion of 16 years of service	\$1,100	\$400
Upon completion of 17 years of service	\$1,200	\$400
Upon completion of 18 years of service	\$1,300	\$400
Upon completion of 19 years of service	\$1,400	\$400
Upon completion of 20 years of service	\$1,500	\$500
Upon completion of 21 years of service	\$1,600	\$500
Upon completion of 22 years of service	\$1,700	\$500

Upon completion of 23 years of service	\$1,800	\$500
Upon completion of 24 years of service	\$1,900	\$500
Upon completion of 25 years of service	\$2,000	\$1,000

Section 2. Longevity payments shall be considered part of base pay for any purposes.

Section 3. Length of service for longevity payments shall be based upon years of service in a position covered by this Agreement.

## **ARTICLE XVIII** **CLOTHING**

### **Section 1.**

A. Employees covered by this Agreement shall have a six hundred thirty dollar (\$630.00) credit voucher in each fiscal year to be drawn upon for the purpose of replacing items of the dress and work uniforms. New hires after the beginning of a fiscal year shall have their first year credit voucher prorated. (See appendix B.)

B. If a mandatory change in the work uniform is made, and the change takes place as part of the normal replacement of clothing items, the six hundred thirty (\$630.00) credit voucher shall be increased to reflect the difference between the old uniform and new uniform.

C. If a mandatory change in the work uniform is made, and the changeover becomes immediate, the Town shall supply those items of the work uniform in the numbers listed in Appendix B, and the six hundred thirty (\$630.00) credit voucher shall be increased to reflect the difference in cost between the old uniform and the new uniform, commencing in the fiscal year following the change.

D. There shall be a clothing maintenance allowance of \$100 per year payable in two \$50 installments on the first pay period of December and the first pay period of June in each year.

**Section 2.** The Chief shall make available for reasonable employee inspection a record showing moneys spent and still available in their clothing account.

**Section 3.** Protective gear/clothing shall be supplied by the Department (see Appendix B). The Chief shall review the status and condition of such gear and equipment and make determination as to the need for repair, replacement, substitution, deletion or addition. In addition to normal budgeting for protective gear/clothing, any moneys left at the close of each fiscal year in the individual's clothing budget will be carried over by that individual and may be applied toward protective gear/clothing, Class A uniforms, or normal clothing items.

**Section 4.** Any personal effects which are damaged or destroyed while in the performance of duty may be replaced by the Town or deducted from the member's clothing allowance, with the express approval of the Chief, whose decision will be final and not subject to the grievance and arbitration procedure. The exception will be eyeglasses, which will be replaced by the Town and will not be taken from the member's clothing allowance.

**Section 5.** If a member of the bargaining unit is promoted to a position which requires a different uniform, the Town shall supply the employee with the articles necessary in the quantity as though the employee were a new hire.

Section 6. The Town shall provide a washer and dryer and necessary detergents for the purpose of allowing members of the bargaining unit to launder uniforms and clothing which may become contaminated/soiled in the performance of duty.

Section 7. Upon successful completion of their probationary period, employees shall be provided with a second set of protective clothing, as outlined in Appendix B and Section 8.

Section 8. The Town agrees that any new protective gear/clothing shall offer a level of protection of not less than that recommended by the current N.F.P.A. 1500 Standard.

**ARTICLE XIX  
COMPENSATION**

Section 1. Employees covered by this agreement shall be compensated in accordance with the following salary schedules:

FY2022	Biweekly	Annual
<b>Step 1</b>	2,153.56	56,207.79
<b>Step 2</b>	2,276.91	59,427.35
<b>Step 3</b>	2,400.26	62,646.79
<b>Step 4</b>	2,523.61	65,866.22
<b>Step 5</b>	2,646.96	69,085.66
<b>Step 6</b>	2,770.31	72,305.09

Section 2. - Step Placement, Advancement, and Promotion

- A. All employees shall have the specific dates of same considered as their anniversary date. (See subparagraph B for modification as to a fire fighter's anniversary date.)
  
- B. New employees shall be hired at Step 1 for their position. The Chief may hire at a higher step, giving credit for firefighting experience obtained elsewhere, where he deems it in the best interest of the Town. Employees hired who are Massachusetts and Cape & Islands certified Paramedics shall be hired at Step 2, and employees who become certified as same while on Step 1 shall move to Step 2 at their time of certification. In this second instance, the employee's anniversary date shall be the date of advancement to Step 2. Any Chatham call firefighter with a year's experience as such who is appointed as a permanent full-time employee shall be required to serve only six (6) months of the year's probationary period.
  
- C. Employees promoted to a higher rank shall be placed at Step 1 for their new position and the date of such promotion shall become their new anniversary date.
  
- D. All employees shall advance on their anniversary date one (1) step, upon completion satisfactorily of that year's service, until they reach the maximum step for that position.

Section 3. - Reimbursement for Training

- A. Employees attending educational seminars or training programs to include refresher courses that are directly related and beneficial to their job performance will be reimbursed for out of pocket expenses (meals, lodgings, mileage, tuition, books, etc.) that are properly

documented. Attendance must have been approved or directed by the Chief who must have budgeted for such courses. Additionally, any texts required for EMT and/or paramedic training shall be purchased by the Town, remain the property of the Department, and loaned out as needed. Mileage for use of a personal motor vehicle shall be calculated, based upon IRS figure as of January 1, effective for the following fiscal year unless use of a departmental vehicle is authorized by the Chief. No loss of pay will occur as a result of such attendance.

- B. All employees covered by this agreement who attend Department sponsored training during off duty hours which is mandated as required training by the Chief of Department or which is not mandated, but approved by the Chief, shall be compensated at a rate equal to the employee's current overtime rate.
- C. All employees who attend required training which is not available in house shall be compensated as stated above. If said training occurs during duty hours, employees will be permitted to attend without loss of pay.
- D. The training required for advancement to the Paramedic level shall not be compensated. Employees who attend said training during duty hours shall not experience loss of pay.
- E. A position of training coordinator will be established within the Chatham Fire Department. Said coordinator is to be appointed on an annual basis and may or may not be a member of the bargaining unit as may be deemed appropriate by the Chief. A training coordinator appointed from within the bargaining unit will receive an annual stipend of two thousand dollars (\$2,000).
- F. Employees covered by this agreement who are requested to serve as instructors will be compensated as follows:
  - 1. A preparation time allowance of thirty dollars (\$30.00) will be paid to the lead instructor as compensation for time spent in preparing for a class. Said allowance is to be paid one time for each class regardless of the number of sessions involved.
  - 2. Compensation at a rate equal to the employee's overtime rate for time spent in instruction during off duty hours.
- G. Positions of Fire Prevention Education Coordinator and Senior Fire Prevention Education Coordinator will be established within the Chatham Fire Department. Fire Prevention Education Coordinator and Senior Fire Prevention Education Coordinator appointed from within the bargaining unit will receive an annual stipend of one thousand five hundred dollars (\$1,500).
- H. There shall be an annual stipend of one thousand five hundred dollars (\$1,500) for the SCBA maintenance person.

Section 4. - Emergency Medical Technician & Paramedic Certification

- A. Employees certified as Emergency Medical Technician shall be paid a lump sum annual payment of three thousand one hundred dollars (\$3,100).
- B. Employees certified as EMT-Paramedics shall be paid a lump sum annual payment of six thousand dollars (\$6,000).
- C. EMT and EMT-Paramedic pay are to be paid only so long as the employee maintains his or her certification and performs EMT or EMT-Paramedic work.
- D. EMT and EMT-Paramedic pay is not cumulative and an employee receiving the EMT-Paramedic pay shall not also receive the EMT pay.
- E. Payment will be half of annual payment on the first pay period in December and the remaining half to be paid in the first pay period of June of each year.

Section 5. - Pay Differential Firefighters assigned by the Fire Chief to work as a shift officer for not less than one (1) tour, shall be compensated for that tour at the Step 1 Captains rate of pay. Said differential is paid separate and apart from base pay and is not considered a part thereof for any purposes. In the absence of an officer on-duty, the Officer In Charge (OIC) will be determined by on-duty person working their scheduled shift with the most seniority on the Lieutenant's promotional list. If there are no on-duty personnel that are eligible based on the Lieutenant's promotional list, the OIC will be determined by seniority of the on-duty shift.

Section 6. - Overtime and Retirement Calculation Payments made under Section 4 shall be considered part of base pay for overtime and retirement calculation.

Section 7. – Municipal Revenue Growth Factor: The Union COLA for any given fiscal year shall be determined by the Municipal Revenue Growth Factor (MRGF) based on actual receipts within the Town for the previous fiscal year. If the MRGF is less than zero % for that year, zero % will be recommended. If the MRGF is higher than 3% for that year, 3% will be recommended. If the COLA amount is recommended by the Town Meeting, it takes effect on July 1<sup>st</sup> following the May Town Meeting. It is expected that the Municipal Revenue Growth Factor will be certified in October of each year, and the biweekly wage schedule that will go into effect on July 1 of the following year will be available in October. Once the Municipal Growth Factor has been determined for the following fiscal year, a new salary schedule will be signed by the Town and the Union and added to the CBA.

Section 8. Commencing in Fiscal 2017, the Step 1 Fire Inspector, EMS Captain and Captain base pay rate will be sixteen (16) percent above the Step 6 Firefighter. Additionally, the Step 2 Fire Inspector, EMS Captain and Captain base rate will be eighteen (18) percent above Step 6 Firefighter.

## **ARTICLE XX** **GRIEVANCE AND ARBITRATION**

Section 1. A grievance shall be defined as a dispute involving the interpretation, application, or alleged violation of the express provisions of this agreement.

Section 2. Grievances shall be processed in the following manner:

Step 1. - Chief. The grievance shall be presented to the Chief in writing within fifteen (15) days of the occurrence, or failure of occurrence, of the incident upon which the grievance is based.

Step 2. - Town Manager. If the matter has not been resolved at Step 1 (Chief) it may be presented to the Town Manager within five (5) business days after receipt of the written answer by the Chief, or within ten (10) business days after presentation of the grievance to the Chief, whichever occurs first.

Step 3. - Arbitration. If the matter has not been resolved at Step 2, it may be submitted to arbitration by the Union, and only the Union, within twenty (20) days after receipt of the written answer by the Town Manager or within thirty (30) days after presentation of the grievance to the Town Manager, whichever occurs first. Submission to arbitration shall be accomplished by a letter addressed to the American Arbitration Association, postage prepaid, with a copy to the Select Board. The grievance shall constitute the sole and entire subject matter to be heard by the arbitrator. The arbitrator shall be chosen from a panel under the rules of the American Arbitration Association. The cost of arbitration shall be shared equally by the parties. The Arbitrator shall have no power to alter, amend, modify, add to or subtract from this Agreement. The Arbitrator shall take into account and render his/her decision in accordance with and consistent with the laws of Massachusetts including Massachusetts Appeals Court decision. The decision of the arbitrator shall be final and binding on both parties.

Section 3. - Time Limits. Failure by the Union to initiate and process a grievance in accordance with the time limits established in Steps 1 through 3 shall be deemed a waiver of the grievance.

Section 4. No employee who has completed twelve (12) months of continuous service shall be disciplined or discharged without just cause. Discipline or discharge of an employee with less than twelve (12) months service shall not be subject to the grievance and arbitration procedure.

Section 5. The occurrence or failure of occurrence of any incident prior to the execution date of this Agreement shall not constitute a violation of the Agreement and shall not be subject to grievance and arbitration.

**ARTICLE XXI**  
**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.

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

**ARTICLE XXII**  
**MISCELLANEOUS**

Section 1. No moneys shall be paid under this Agreement unless and until an appropriation has been made. Further, where the cost items of the Agreement are not fully funded, the parties will return to the bargaining table for further negotiation.

Section 2. - Savings Should any provision of this Agreement be found in violation of law, said provision shall be null and void, but all other provisions of the Agreement shall remain in full force and effect.

Section 3. - Court Time Any employee required to attend court on his off-duty time in the performance of his duty as a witness or in a related capacity shall be entitled to time and one-half regular hourly rate for all time that attendance was required (from time due to report in court until dismissed or testimony given), for all time spent in travel to and from court, and for all off-duty time spent in preparation for said court appearance, including meetings with attorneys, in deposition, etc., but in no event less than two hours. Meal expenses shall be reimbursed following presentation of proper documentation.

Section 4. - Jury Duty Any member of the bargaining unit selected to serve on Jury Duty shall suffer no loss of pay for the time spent serving said Jury Duty. The employee shall turn over to the Town any moneys paid for service, except that for meals and travel, for the scheduled work day(s) spent on Jury Duty. Further, said employee shall not be required to work his/her night shift on the night before said jury duty. In the event said employee is chosen to serve on a jury, he/she shall not be required to work the night of said jury duty.

## Section 5. - Safety and Maintenance

A. The Department shall establish a Safety and Maintenance committee composed of two (2) members of the bargaining unit. This committee shall meet with the Chief as necessary.

B. Employees shall be responsible for the routine care and maintenance of the station and apparatus therein.

Section 6. Personal Time Each employee is authorized leave for twenty four (24) hours with pay, which may be taken in blocks of time of not less than two (2) hours. Newly hired employees in the middle of a contract year shall earn two (2) hours per month up to twenty four (24) hours in their first partial year. Personal time shall not be charged to vacation or sick leave and may not be taken on the July 4<sup>th</sup> or Labor Day holidays. Time not used is lost at the end of each year.

## Section 7. – Vacancies

### Lieutenant

The Department shall maintain a list of employees eligible for promotion to Lieutenant. To be included on the list, an employee must have passed the department examination for the position and have five years of service as a permanent full-time firefighter. An employee with less than five years of service as a permanent full-time firefighter may take the examination but not be placed on the list until the completion of five years of service.

The Department will conduct examinations for Lieutenant every four years. The Chief in his discretion will have the option of holding examinations more frequently. Employees will be given a minimum of three (3) months to prepare for any exam. Each time an examination is administered pursuant to this provision, a new list will be composed and the prior list will be displaced.

When a Lieutenant's position becomes vacant and the town determines a need to fill said vacancy, the position shall be offered to an employee on the eligibility list. The selection shall be made on the basis of qualifications and ability, with bargaining unit employees considered first. If no applicant from within the bargaining unit successfully passes the examination process, steps will be taken to fill from outside the bargaining unit. In the event two or more applicants are of equal ability and qualifications, seniority shall be the determining factor in the appointment. In any event, a junior employee not selected over a senior employee shall not have access to the grievance and arbitration procedure.

### Captain

When a Captain's position becomes vacant and the town determines a need to fill said vacancy, and there is no current eligibility list, an examination process will be conducted. The Captain examination process will be limited to employees at the rank of Lieutenant. When such examination is conducted, an eligibility list of Lieutenants that passed the examination process will be maintained for four years. The Chief in his discretion will have the option of holding examinations more frequently. Employees will be given a minimum of three (3) months to prepare for any exam. The selection shall be made on the basis of qualifications and ability, with bargaining unit employees considered first. If no applicant from within the bargaining unit successfully passes the examination process, steps will be taken to fill from outside the bargaining unit. In the event two or more applicants are of equal ability and qualifications, seniority shall be the determining factor in the appointment. In any event, a junior employee not selected over a senior employee shall not have access to the grievance and arbitration procedure.

#### Section 8. - Details

- A. In all cases, the Chief of Department reserves the right to determine whether particular work should be assigned as an extra detail with pay or a regular assignment.
- B. Extra details shall be offered to permanent personnel prior to being offered to call personnel.
- C. Details shall be offered on a rotating basis; however, the Chief of Department may offer a particular detail to a particular employee where special circumstances warrant.
- D. With the exception of Town of Chatham and Chatham Public Schools which shall have a three (3) hour minimum, and pumping details for the purpose of removing water from basements, etc., which shall be a two (2) hour minimum, all details shall be a minimum of four (4) hours. With the exception of Town of Chatham details which shall be compensated at the individual employees overtime rate, details shall be paid the overtime rate of top step Captain/Paramedic.

Section 9. - Personnel Evaluation The Town and the bargaining unit agree to work together to establish a personnel evaluation system for the periodic evaluation of performance. The goal of this evaluation shall be to keep employees apprised of their overall job performance as it pertains to meeting the goals of the Fire Department, to point out areas of weakness in training, education and work habits, and to outline suggested personal and career enhancement and enrichment opportunities which may strengthen areas which are perceived to be weak. Repeated negative evaluations may result in training or development requirements or compensation action.

Such appraisal shall take place once a year, shall be reviewed with the employee, and shall allow for written comment from the employee as part of the appraisal. The appraisal shall be considered confidential information. The employee may request that the evaluation be reviewed a second time with a Union Representative present before it is included in the employee's personnel file.

The bargaining unit agrees to participate in the formulation of a Town-wide evaluation system. The bargaining unit will notify the Town within thirty days of the completion of said system if it wishes to reject the system so developed. Failure to notify the Town of a rejection shall be considered acceptance of the system. If the Town-wide evaluation system is rejected, an alternative evaluation system will be developed by the Fire Chief and the bargaining unit.

Section 10. - AIDS/Hepatitis B. Testing The Town will provide tests for all current employees and any new employees for the HIV and Hepatitis B virus. The Town will provide counseling services prior to the commencement of said tests. All employees shall file a copy of the Exposure Report with the Chief within twenty-four hours after any suspected contact. Said Exposure Report shall become part of the employee's file. The Town shall also provide annual tests thereafter for both viruses. Should an employee upon retest be diagnosed as being infected with either virus, said infection shall be presumed to have been suffered in the line of duty if the initial test shows no presence of the virus and there was evidence of exposure documented by the presence of an Exposure Report in the employee's file. Failure of the employee to participate in any phase of this testing program shall preclude any presumption of infection having been suffered.

The Town shall provide tetanus inoculations and keep them current, as medically required, and shall continue to offer TB (tuberculosis) testing.

Section 11. – Officers' Meetings There shall be quarterly Captain's meetings on the second Tuesday of each quarter, scheduled by the department. The agenda will be jointly developed by the Captain's and the Chief two weeks before each meeting.

Section 12 - Wellness Program

Wellness Time - This program is established effective 7/1/05 and provides an incentive for firefighters to improve and/or maintain physical conditioning appropriate to carry out their essential duties. A firefighter who completes 50 hours of physical conditioning during any one of the three time periods listed below and provides an attendance document from a legitimate health facility that certifies completion of such time is eligible for Wellness Time. Wellness Time documentation must be submitted to the Deputy Fire Chief.

The three 17-week periods are as follows:

July 1 - October 31

November 1 - February 28 (in leap year February 29)

March 1 - June 30

This agreement allows a firefighter his/her choice of a day shift (10 hours) or night shift (14 hours) of wellness time for the successful completion of 50 hours of physical conditioning over a 17-week period. There are three 17-week periods in a year. Wellness time earned in a 17-week period must be used in the next 17-week period. There is no accumulation of Wellness Time. There will be no time allowed for partial completion of this program. Membership at a legitimate health facility is the responsibility of the firefighter. The opportunity to earn Wellness Time occurs during an individual's off-duty time and no on-duty time is allocated for this program.

**ARTICLE XXIII**  
**EMPLOYEE PERSONNEL FILES**

Section 1. No material originating from and/or prepared by the Employer relating to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had the opportunity to read the material. This same requirement shall apply to material originating from a source other than the Employer concerning the conduct, service, character or personality of an employee except where said personnel record includes information of a personal nature about a person other than the employee and disclosure of the information would constitute a clearly unwarranted invasion of such other person's privacy. After being shown the material, the employee shall acknowledge that he/she has read it by affixing his/her signature on an attachment to be filed with the material stating that such signature does not necessarily indicate agreement with the contents of the material, but merely that the employee has read it.

Section 2. Where the employee disagrees with the material placed in the personnel file, the employee shall have a right to answer said material and have said answer filed along with the material with which he/she disagrees.

Section 3. Any employee shall have the right to examine all material in his/her personnel file by making a request and scheduling an appointment to do so at reasonable times in the presence of the Employer representative responsible for maintaining the personnel files. A copy of any material in the personnel file shall be furnished to the employee upon his/her request.

Section 4. No information will be released to anyone outside of the Management of the Town without the employee's consent except to the extent that the information requested is a public record, e.g., attendance records, compensation, etc.

**ARTICLE XXIV**  
**LEAVE OF ABSENCE**

Section 1. Employees covered by this agreement, with permission of the Chief, may be permitted an unpaid leave of absence of not more than ninety (90) days.

Section 2. In cases of demonstrated need, employees may, with permission of the Chief, be permitted an unpaid leave of absence for an additional ninety (90) days, total leave not to exceed one hundred eighty (180) days.

Section 3. An unpaid leave in excess of ninety (90) days will be granted only if the employee seeks professional help. The professional must verify contact with the employee to the Chief of Department.

Section 4. Employees granted said leave of absence shall not accrue sick or vacation time while on leave. Time of service for seniority and step raises will be interrupted for the period of the leave.

Section 5. The Chief may fill the position vacated during the leave of absence with a qualified person during said period of leave.

**ARTICLE XXV**  
**DURATION**

This contract shall be effective from July 1, 2021 through June 30, 2024.

On or after September 1, 2023, either party shall notify the other of its intention to commence bargaining for a successor agreement, the parties shall proceed forthwith to bargain collectively with respect thereto, and the contract will remain in effect after June 30, 2024 until a successor agreement becomes effective.

This agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term.

Executed this 30 day of June, 2021

FOR:  
**Chatham Permanent Firefighters Assoc.**  
**IAFF, Local 2712**

Nicholas P Ruggiere

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR:  
**Chatham Select Board**

Pat K Coak

Shareen Davis

Scott Miller

Dean P. Nicastro

Jeffrey S Dyson

**APPENDIX A**  
TOWN OF CHATHAM  
DUES DEDUCTION AUTHORIZATION FORM

To the Town of Chatham Town  
Treasurer

This is to certify that I, \_\_\_\_\_, an employee of the Town of Chatham Fire Department, hereby authorize that payroll deductions be made from my salary and remitted to the Chatham Permanent Fire Fighters Association, Local 2712, of the International Association of Fire Fighters, AFL-CIO-CLC, as union dues in the amount of \$ \_\_\_\_\_ per month.

Said dues amount shall be remitted to the Union Treasurer in accordance with MGL c. 180, s. 17 A, and the terms of the collective bargaining Agreement between the Union and the Town.

I understand that said monthly deductions will continue to be made unless and until this authorization is withdrawn by me giving at least forty-five (45) days written notice to the Town and Union Treasurer.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**APPENDIX B**  
**UNIFORMS(WORK/DRESS)**

The following items are currently supplied at the time of appointment to the Department and are maintained by the employee from his/her clothing allowance.

- 3 PAIR WORK PANTS
- 3 LONG SLEEVE GOLF SHIRTS WITH LOGO & TITLE 3 SHORT SLEEVE GOLF SHIRTS WITH LOGO & TITLE
- 1 JACKET AND LINER WITH LOGO, TITLE & REFLECTIVE MATERIAL 1 DEPARTMENT BASEBALL CAP
- 1 PAIR WORK SHOES OR WORK BOOTS Badges, patches, name tags, collar insignia pins

Additionally, employees may purchase the following Department approved, items from their clothing allowance: class A uniform; coveralls; rain coat/pants; sweater; hat-winter; belt black; socks-blue/black; EMT holster and related equipment as prescribed by the Chief.

Items previously supplied and still on hand that do not currently meet these specifications may continue to be worn if serviceable or the newer items may be purchased from their clothing allowance.

**PROTECTIVE CLOTHING/GEAR**

The following are items supplied and maintained by the Department. Items on hand that, do not currently meet these specifications or subsequently Departmentally approved higher standards shall have priority in replacement consistent with their condition and availability of funds.

- 1 Turnout coat
- 1 pair Turnout Pants
- 1 Helmet
- 1 pair short boots
- 1 set suspenders
- 1 pair gloves

WOOL GLOVES WILL BE MADE AVAILABLE PERSONNEL WHO WISH THEM All protective clothing to be prescribed by the Chief of Department; any purchase of protective clothing shall offer a minimum level of protection no lower than the NFPA 1500 standard. Upon successful completion of their probationary period, employees shall be provided with a second set of protective clothing as outlined above

**APPENDIX C**  
**GROUP CHANGES**

Group changes will be carried out in the following manner:

Employee gains one extra day off.

Groups Working      1   2        1   2   3 4        3   4        1   2    1

Neutral transition: employee neither gains nor loses days off.

Group Working      1    2                    3   4    3   4        1   2    1

Employee gains one extra day off.

Group Working      1   2        1 2        3   4    3   4        1 2        1 2

**Group 4 to Group 3**

Group 2 to Group 1

compensation.

Group Working 4 3 4 1 2 1 2 3 4 3 4

**Group 4 to Group 1**

Group 2 to Group 3

Employee works extra unpaid day or night tour, suggested at \*. Schedule shown is presumptive schedule unless chosen differently by mutual agreement.

Group Working	4	3	4	1	2	1	2	3	4	3	4	
	2	1	2	3	4	3	4	1	2	1	2	;
Employee Status	W	0	W	0	0	W*	0	O	0	O	0	W

## APPENDIX D

### Local 2712 Limited Duty Draft Language

Upon submission of medical documentation that an employee is unable to temporarily perform firefighting duties due to an injury or illness, the Fire Chief may provide "Limited Duty". Limited Duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Department. Limited Duty assignments for shift personnel, shall be limited to those functions which are consistent with normal tasks and functions performed by personnel who are assigned to Dispatch. Limited Duty assignments for additional positions, such as the Fire Inspector and the EMS Captain, shall be medically appropriate and consistent with functions within their job descriptions. Limited Duty assignments shall be temporary in nature and shall not exceed six (6) months. Limited Duty assignments shall only be granted to personnel who have submitted a formal request to the Chief of Department. Personnel shall not be ordered or required by Administration to pursue a Limited Duty assignment.

Subject to the conditions set forth in the Article, the employee will only be eligible for Limited Duty if:

1. The employee must be on injury status for more than one tour;
2. The employee is not taking any medication which would impair performance;
3. The Town is not contesting the employee's injury status, and;
4. The employee does not have an application for benefits pending before the retirement board.

The assigned work schedule for shift personnel will remain consistent with the regular shift rotation schedule of 1-1-1-5 (one on, one off, one on, five off). The assigned work schedule for additional positions (i.e. Fire Inspector, EMS Captain) will not change due to Limited Duty assignments.

All employees who are granted Limited Duty assignments will be eligible for Overtime, but only in the capacity of the Limited Duty scope.

In the event that more than one employee has been granted a Limited Duty assignment, the personnel will not be assigned to the same shift. There will be a four (4) person max for limited duty at any given time.

Once an employee has been medically certified as fit for duty, that employee will be returned to the position and group to which the employee was assigned prior to the temporary disability, unless in the interim the employee has been promoted.

#### **Dispatch Capabilities Checklist:**

Able to remain seated for majority of shift or tour	
Able to operate a keyboard	
Able to operate telephone systems	
Able to conduct Sharps drop off	
Able to greet public and assist with info. requests	
Able to perform BP check	
Able to perform basic first aid	