

Collective Bargaining Agreement

City of Lowell

-and-

Local 853,  
International Association of  
Firefighters, AFL-CIO

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## **PREAMBLE**

This AGREEMENT made and entered into at Lowell, Massachusetts, pursuant to the provisions of General Laws, Chapter 150E, as amended, by and between the CITY OF LOWELL, a municipal corporation, hereinafter referred to as the “Employer,” and LOCAL 853, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereafter referred to as the “Union.”

It is acknowledged by both parties to this Agreement of intent and purpose to reach an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an Agreement covering wages, hours, and other conditions of employment.

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.**

Pursuant to the certification by the Massachusetts Labor Relations Commission, Case No. MCR-43, as amended, the Employer hereby recognizes the Union as the exclusive representative and bargaining agent for all members of the Fire Department of the City of Lowell but excluding office clerical employees, the Chief, and further excluding all other employees of the City of Lowell.

It is intended by this Agreement that the Senior Deputy Chief, formerly excluded, is now part of the bargaining unit.

#### **Section 2.**

Except as herein otherwise defined, wherever the term “employees” is used within this Agreement, it shall mean permanent employees within the bargaining unit, as hereinbefore described. Probationary employee, as that term is defined by Civil Service, shall enjoy all rights and benefits under this Agreement, including the right of access and benefits granted by this Agreement, including the right of access to the contractual grievance procedure in terms of rights and benefits granted by the Agreement other than those relating to position tenure.

Section 3.

Whenever the term “Chief” is used in this Agreement, it shall mean the Head of the Fire Department, or such person duly acting in his place. If a member of the bargaining unit shall be duly acting in place of the Chief, such person shall do so without affecting any of his rights or benefits under this Agreement.

Section 4.

Whenever the term “officer” is used in this Agreement, it shall mean a member of the permanent firefighting force of the rank of lieutenant of higher.

Section 5.

With the exception of assistance for house maintenance functions, bargaining unit work will not be assigned to nor performed by persons other than employees of the bargaining unit.

Section 6.

The parties agree to delete from the bargaining unit, and from coverage of the Collective Bargaining Agreement, the position of Dispatcher. Pursuant to the foregoing, the Collective Bargaining Agreement shall be amended by deleting references to the Dispatcher position whenever appearing.

Current firefighters performing dispatch duties will be assigned to active firefighting duties. The Union shall be entitled to make an appointment to the City of Lowell’s E-911 Committee; provided that nothing herein shall be construed to impair any existing grievance rights the Union may have under the collective bargaining agreement.

**ARTICLE II**

**UNION SECURITY**

Section 1 – Authorization.

During the life of this Agreement, and in accordance with the terms of the Form of Authorization for Payroll Deductions of Union Dues or Agency Service Fee, hereinafter set forth, the Employer agrees to deduct Union membership Dues or Agency Fee levied by the Union from the pay of each employee who executes, or has executed, such form and remits the aggregate amount to the Treasurer of the Union, along with a list of employees

who have had said dues or Agency Service Fee deducted. Such remittance shall be made bi-weekly, providing that the Treasurer of the Union posts bond, as per General Law, with the Commissioner of Taxation. This refers entirely to employees who have given authority to said Treasurer to make such deductions. These payroll deductions are under the authority granted by Massachusetts General Law, Chapter 180, Section 17A, and 17G, as amended.  
Section 2 – Agency Service Fee as Condition of Employment.

In accordance with Massachusetts General laws, Chapter 150E, Section 12, as amended, it is agreed by the Employer and the Union that all employees within the bargaining unit are required, as a condition of employment to pay an Agency Service to the Union. Said Agency Service Fee, proportionately commensurate with the cost of collective bargaining and contract administration, is equal to 90% of the amount of Union Membership Dues. Employees within the bargaining unit shall not be required to pay both Union membership Dues and Agency Service Fee. Payment of the Agency Service Fee shall commence on or after the thirtieth day following commencement of employment, or the date of execution of this Agreement, whichever is later. Payroll deduction of the Agency Service Fee shall be made in accordance with the vote of a majority of employees within the bargaining unit present and voting at a meeting held after notice, as provided in Chapter 150E, Section 12.

Section 3 – Form of Authorization for Payroll Deduction of Union Dues of Union Dues or Agency Fee.

AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_

Last Name

First Name

Middle Name

To \_\_\_\_\_

Employer

Department

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_, the amount of Local dues or agency service fee as determined below. This amount shall be paid to the Treasurer of Local

Union No. 853 and represents payment of my (Union dues, duly authorized pursuant to a vote of the Local, as certified by the Local President and delivered to the City Treasurer, or Agency Service Fee, and amount equivalent to ninety percent (90%) of the amount of dues as so authorized and certified).

These deductions may be terminated by me by giving you a 60-day written notice, in advance, or upon termination of my employment.

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Employer's Signature

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Employer's Address

### **ARTICLE III**

#### **POSTING OF UNION NOTICES**

The Employer shall provide bulletin board space in each of the respective fire houses in dayroom or kitchen area for the posting by the Union of notices concerning Union business and activities only. Additionally, the Fire Department electronic mail and informational technology system shall be available for the dissemination of such notices.

### **ARTICLE IV**

#### **NON-DISCRIMINATION**

The Employer and the union agree that neither the Employer or the Union, nor any representative thereof, will discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or for adherence to the provisions of this Agreement.

### **ARTICLE V**

#### **MANAGEMENT RIGHTS OF EMPLOYER**

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority, and prerogatives including, without limitation,

the exclusive right of the City Manager and/or the Department Head to issue reasonable rules and regulations, orders and directives governing the conduct of each department, provided that such rules and regulations, orders and directives are not inconsistent with and do not conflict with the provisions set forth in this Agreement.

In agreeing to this Article, the Union will not be deemed to have waived any of its representative rights on behalf of the unit granted by General laws, Chapter 150E, as amended.

## **ARTICLE VI**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1 – Matters Covered.**

Only matters involving the questions whether the Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be subject of any grievance or arbitration.

Grievances involving disciplinary actions and grievances on behalf of officers shall be processed beginning at the second (2<sup>nd</sup>) step. If the case reaches arbitration, the Arbitrator shall have the power to order, to the extent permitted by applicable law, a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

Any matter which is subject to the exclusive jurisdiction of the Civil Service Commission or any Retirement Board established by Law shall not be the subject of grievance or arbitration hereunder; provided, however, that in accordance with Mass. General Laws, Chapter 150E, Section 8, as amended, and notwithstanding any contrary provisions of General Laws, Chapter 31, Sections 39 and 41 to 45 inclusive, Chapter 32, Section 16 or Chapter 71, Section 42 through 43A inclusive, where:

- (1) A grievance, as defined in Section 1 hereof, involves suspension, dismissal removal, or termination, AND
- (2) The particular employee has elected, through his exclusive bargaining agent, the Union, arbitration hereunder as the method of grievance resolution, that such grievance procedure culminating in final and binding arbitration shall be

the exclusive procedure for resolving such grievance. An employee shall not, therefore, have recourse to both the grievance procedure under General Laws, Chapter 31, Sections 43 and 46, or to the hearing procedures before the Retirement Board pursuant to General laws Chapter 32, Section 16.

Section 2 – Written Submission of Grievance.

Written submissions of grievances covered by the preceding steps shall be in not less than triplicate, on forms, a sample of which is attached hereto and marked as Appendix A and shall be signed by the representative of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure, as herein provided.

Section 3 – Steps in Grievance Procedure.

Grievances shall be processed as follows:

Step 1: The Union Grievance Committee and/or representatives shall present the grievance or dispute, in writing, to the Department Head (Fire Chief or Acting Chief) within thirty (30) days of occurrence of the facts giving rise to the grievance or gaining knowledge of such facts, whichever is later. The Department Head shall respond to the Steward and/or representative, in writing, within four (4) working days. The Employer shall not be bound by any action of the Acting Chief under Step 1.

Step 2: If the grievance still remains unadjusted, it shall be presented to the City Manager, in writing, within one (1) calendar week after the response of the Department Head is due. (A copy of the grievance shall be delivered to the office of the City's Counsel for Labor Relations.) The City Manager shall respond, in writing, within five (5) days.

Step 3: If the grievance is still unsettled, either part may, within thirty (30) calendar days after the reply of the City Manager is due, by written notice to the other, request

arbitration. The foregoing time limits can be altered by agreement of the Union and the Employer, and shall be reasonably interpreted as applied.

Section 4 – Arbitration.

Arbitration proceedings resulting from an unsettled grievance regarding non-discipline matters shall be arbitrated before the Department of Labor Relations. Arbitration proceedings resulting from the unsettled grievances regarding discipline matters shall be arbitrated before either the Department of Labor Relations or the American Arbitration Association, by election of the Union.

The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, the American Arbitration Association shall be requested by either party to provide the Union and the Employer with a panel of five (5) names, and the Arbitrator will be selected in accordance with the procedures of the American Arbitration Association.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit, in writing, his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the Arbitrator.

**ARTICLE VII**

**NO STRIKE CLAUSE**

Section 1.

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withhold services to the City of Lowell.

Section 2.

The Union agrees that neither it, nor any of its officers or agents, will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of any services to the City of Lowell.

Section 3.

Should any employees, or groups of employees, covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services to the City of Lowell, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services to the City of Lowell.

Section 4.

The Union shall, in no way, impede the Employer in its enforcement of any violation of this Article.

**ARTICLE VIII**

**STABILITY OF AGREEMENT**

Section 1.

Subject to the provisions of Section 2 hereof, no Agreement, understanding, alteration, or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed, in writing, by the parties hereto.

Section 2.

All job benefits included within the scope of bargaining encompassed by Massachusetts General Laws, Chapter 150E, Section 6 and heretofore enjoyed by the employees, which are not specifically provided for or abridged by this Agreement, shall continue under the conditions upon which they had previously been granted. This Agreement shall not be construed to deprive employees of any benefits or protections granted by the laws of the Commonwealth of Massachusetts or Ordinances of the City of Lowell.

Section 3.

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to

future performance of any such term or condition, and the obligations of the Employer and the union to such future performance shall continue in full force and effect.

## **ARTICLE IX**

### **ADHERENCE TO CIVIL SERVICE**

The Employer and the Union recognize and adhere to all State labor Laws and Civil Service Laws and Rules and Regulations.

## **ARTICLE X**

### **UNION STEWARDS**

A written list of Union Stewards and Grievance committee members shall be furnished to the Employer within a reasonable period after their designation, and the Union shall notify the Employer of any changes. This list shall not exceed one (1) Steward from each company.

Stewards and one (1) member of the Grievance Committee shall be granted reasonable time off during working hours to investigate and settle grievances, without loss of pay or other benefits.

The above stewards and Grievance Committee member shall receive permission from the Fire Chief for the time off referred to in the previous sentence. The Chief shall not unreasonably withhold such permission.

## **ARTICLE XI**

### **UNION BUSINESS LEAVE**

#### **Section 1.**

The members of the Union Negotiation Committee, not more than seven (7) in number, shall be granted a leave from duty, with no loss of pay or benefits, for all scheduled meetings with the representatives of the Employer for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty.

#### **Section 2.**

Eligible Union members shall be allowed to attend conventions, according to the terms of Massachusetts General Laws, Chapter 40, Section 21C, and other applicable statutes.

Eligible members as designated by the Union shall be given time off with full compensation and without loss of any employment status for attending all Union related business, including but not limited to conventions, conferences, meetings, and seminars where such seminars are reasonably related to fire prevention, fire suppression, and firefighter safety. Where a company or unit is placed out of service for mechanical reasons, the on duty complement of that company or unit can be reassigned to replace employees taking leave pursuant to this Section; provided, however, that no company or unit will be placed out of service for the purpose of such a reassignment. All meetings held out of the city limits will be for the 24 hours scheduled tour on that day including Active duty and Line of Duty Firefighter funerals. Union Business Leave for meetings within the city limits will include the time necessary to prepare, hold and debrief the meeting. Members to include all necessary board and committee members both elected.

### Section 3.

Members of Local 853 who are employed by the City and who serve as officers of the PFFM, shall be granted leave without loss of pay (and with fill direct and fringe benefit compensation), subject to the terms and conditions outlined herein.

Any Employee who requires leave pursuant to paragraph 1 shall notify the Deputy Chief in charge of the need for coverage for his/her vacancy prior to taking such leave. An employee covering a vacancy under these circumstances shall be compensated at the authorized PFFM rate. Lowell Fire Department cannot fill the vacancy; the Employee is still entitled to such leave.

Local 853 shall not file any grievance or other claims relating to an arrangement for coverage and/or distribution of rate of pay which results from an employee taking leave as described in paragraphs 1 and 2 of this Agreement.

The City of Lowell shall bill the PFFM monthly for payments made in the prior calendar month to employees who provided coverage as a result of another employee

taking leave pursuant to paragraphs 1, 2 and 3 above. The PFFM shall reimburse the City of Lowell for all such payments within thirty (30) days of the invoice date. Reimbursements shall be made payable to the City of Lowell consistent with the instructions of the City's invoices.

In the event the PFFM ceases, for whatever reason, to reimburse the City of Lowell for the payments described herein, this Agreement shall be deemed null and void.

## **ARTICLE XII**

### **HOURS OF DUTY**

Beginning with the change of cycle on February 11, 2001, the regular work schedule for all employees hereunder who perform firefighting, EMS and related duties shall consist of one (1) 24-hour tour of duty on, followed by three (3) 24-hour tours of duty off, hereinafter a "cycle."

The normal tour of duty for employees who perform such duties, shall be 24-hours (from 0800 on one day to 0800 on the following day), to be divided into a day shift of ten (10) hours (0800 to 1900 hours) and a night shift of fourteen (14) hours (1800 to 0800 hours).

An employee can take sick leave, personal leave, and vacation leave in ten (10) or fourteen (14) hour shift segments, with each such shift segment equaling one sick leave day, personal day, or vacation day.

If an employee takes a twenty-four (24) hour tour as sick leave, personal leave, or vacation leave, such leave shall equal two sick leave days, personal days or vacation days.

A person who uses a ten (10) hour shift for any such leave can return to duty for the fourteen (14) hour shift of the twenty-four (24) hour tour.

One week of vacation will continue to consist of two (2) ten (10) hour shifts and two (2) fourteen (14) hour night shifts.

With the exception of hold over at a fire, or waiting for relief, (each for a maximum of one (1) hour or a declared state of emergency or general alarm, no employee shall work more than forty-eight (48) hours or four consecutive shifts.

The Union and the Fire Chief shall meet on a regular basis or at the request of a specific party to review any issue(s) relating to implementation of the twenty-four hour

schedule. The City and the union agree to review the 24 hour schedule at the end of the three (3) years, especially with respect to its impact on sick leave and overtime.

Each unit employee working the non-rotating, weekday schedule shall be allowed to choose one of the following schedules: a Monday – Friday work week, each day comprising eight (8) hours; or, a four (4) day work week, each day comprising ten (10) hours.

### **ARTICLE XIII**

#### **EXCHANGE OF TIME**

Subject to the following conditions, uniformed employees (members), will be allowed to exchange hours of duty among themselves anytime: such exchange must result in coverage of all duty hours by employees so exchanging; the employee arraigning for the exchange must work for the member agreeing to the exchange within a thirty-two (32) week period of the date of the exchange; both the date of the exchange and the date on which the employee arraigning for the exchange will work for the member agreeing to the exchange must be agreed upon specifically prior to the date of exchange; at the time of agreeing to the exchange, the date established for the employee arraigning for the exchange must not be a date on which said employee is scheduled for any form of leave. The right of employees to exchange hours of duty also is subject to such other conditions as from time to time may be agreed upon between and reduced to writing by the Fire Chief designated representatives of Local 853.

Notwithstanding the foregoing, upon notification of pending promotion or termination of the employee arraigning the exchange, said employee must work for the member who initially had agreed to the exchange within a ten (10) day period of such notification.

Any exchange pursuant to this Article will not result in loss of pay or benefits.

Exchanges pursuant to this Article will be effectuated upon notice to the company Captain or, in the absence of the Captain, to the officer then in charge at the company level. Such notice must include the dates as referenced in paragraph one of this Article. The exchange dates will be logged in the company journal. The company Captain or company level officer then in charge will forward such notice to the Fire Deputy Chief then on duty.

Upon employment termination for any reason, any time for which an employee has been compensated but for which he has not worked in terms of repaying exchange time will be deducted from the employee's final compensation.

After one end of the swap has been worked, the swap shall not be cancelled. If the employee responsible for working the other end of the swap is on injured leave, resulting from an injury incurred after the swap has been arranged, on the tour on which he was to fulfill the swap, such injured leave status shall be noted for that tour.

Any employee who fails to report for duty on the tour he is scheduled to work for another employee as his part of a swap shall be prohibited from arranging for or agreeing to any exchange of time for a period of three (3) months commencing on the date of his failure to report for duty. This shall be in addition to any other discipline he receives for his failure to report to duty.

Inter-company swaps must be approved by the Captain or in the Captain's absence, by the Acting officer, of each involved company. Once a swap has been entered, cancellation can only be made by one of the employees involved in the swap. Inter-company swaps can only be undertaken when both involved employees are able to drive and to operate the involved apparatus.

## **ARTICLE XIV**

### **DUTIES**

#### **Section 1.**

Employees within the bargaining unit shall perform all duties as may be covered under the Rules and Regulations of the Fire Department.

#### **Section 2.**

Employees shall not be required to do carpentry, plumbing, electrical work on buildings, or to maintain or paint buildings in any manner other than for general house cleaning only. However, nothing herein shall prevent such employees from performing such work on a voluntary basis, as at present. Further, nothing herein shall excuse employees from performing general house cleaning duties, as assigned.

#### **Section 3.**

The Officer-in-Charge of each firehouse shall apportion general house cleaning duties among subordinates as equitably as practicable and may set up a schedule for such work.

Section 4.

Notwithstanding the preceding provisions of this Article, the City will assemble and circulate among all fire department buildings a crew of C.E.T.A. personnel to perform comprehensive house and building maintenance functions.

Section 5.

Members of the Bargaining Unit shall respond upon proper dispatch to medical calls to assist the public. Such dispatch shall include but not be limited to: allergic reaction; burns; chest pain or possible heart attack; childbirth; difficulty breathing; drowning or near drowning; electrocution, explosion; falls, gunshot wounds; heart attacks; industrial accidents; MCI-mass casualty incidents; motor vehicle accidents-high risk of injury, stabbing; trapped person(s); and unconscious person. The Employer shall provide employees with proper training and equipment within the context of allowing for effective service and response to the foregoing emergency situations while maximizing the health and safety of the responding employees. Such training and equipment shall include, but shall not be limited to, defibrillators.

**ARTICLE XV**

**FIRE SUPPRESSION COMPLEMENT AND FIRE APPARATUS CREW SIZE**

Section 1.

Whenever possible, the Fire Department shall be maintained at full complement during each tour of duty.

Section 2.

Except as hereinafter stated, nothing in this Agreement shall prevent the Department from operating at less than full complement upon the decision of the Chief to so operate, having in mind the considerations of the health and safety of the general public, the firefighting force, budgetary considerations of the Fire Department, and the number of employees available for duty.

Section 3.

“Full complement”, as used in this Article, shall consist of four (4) men (1 officer and 3 firefighters) assigned to each apparatus, and the Chief, Deputy Chiefs, the Chief’s Aide, personnel assigned to the fire alarm switchboard.

A crew of not less than three (3) employees, consisting of one (1) officer, (permanent or acting), and two (2) firefighters shall be on duty on each fire apparatus in service during any tour of duty.

Section 4.

In the event a vacancy occurs in the officer rank of a company on any tour of duty, such vacancy shall be filled first by an officer within the same company, if available and determined necessary by the Chief; or, second, if no such officer is so assigned, by a firefighter from within the same company who is a senior qualified man on duty during such tour, who shall receive the Lieutenant rank rate of pay thereof.

Section 5.

The Employer shall maintain at all times the following minimum complement of bargaining unit personnel, inclusive of fire suppression and bureau staffing: a total complement of two hundred and three (203) employees, comprised of the following rank complements ... one hundred and thirty-seven (137) firefighters; forty-three (43) Lieutenants; fourteen (14) Captains; and, nine (9) Deputy Fire Chiefs.

Section 6.

Members of the complement of bargaining unit employees as provided in Section 5, above, shall not be subject to demotion, layoff, or termination for fiscal reasons or for reason of abolishment of positions. There shall be no reduction in the complement by rank of unit employees as provided in Section 5, above, by reason of attrition of unit employees, and all positions within such rank minimum complement as provided in Section 5, above, shall be filled pursuant to a schedule agreeable to the Union and the Fire Chief upon any such position being vacated by termination of employment for any reason.

Section 6 (C) As consideration for the Employer’s agreeing to the provisions of Section 5 and Section 6 of this Article, the Union agrees to delete from the bargaining unit and from coverage of this Agreement the following positions: Mechanic-Fire Department;

and, Firefighter-Mechanic. Pursuant to the foregoing, the Union agrees that this Agreement shall be amended by deleting reference to such positions wherever appearing.

Section 7.

The provisions of Sections 5 and 6, above, excluding the provisions of Section 6(C), shall be subject to annual (fiscal year) renewal and the parties now agree to such year-to-year renewal to be signified by a side letter of agreement to be executed by the parties memorializing such annual renewal.

Section 8.

Nothing in Article XV shall require the Employer to appoint additional members of the Fire Department during this Agreement.

Section 9.

The Union and the Employer hereby agree to eliminate that Side Letter of Agreement dated May 4, 1994 relating to Article XV of the collective bargaining agreement.

The Union agrees to withdraw with prejudice the arbitration case pending before the American Arbitration Association (Case No. 11-390-01846-96).

Section 10.

The parties agree to hire one additional member per apparatus during declared states of emergency by either the governor or the mayor, or the City Manager. The parties further agree that in the event that the State of Emergency remains in effect for a period of greater than 72 hours, the City Manager and the Union President shall meet for the purpose of potentially disbanding the State of Emergency. The ultimate decision shall at all times remain with the City Manager. As long as the State of Emergency continues in effect, the parties shall continue to meet every 24 hours. In the event that the City Manager decides to enact or re-enact the State of Emergency, it shall be administered no less than 2 hours but no greater than 3 hours prior to the beginning of each shift.

The parties further agree that upon verification of a State of Emergency, the City Manager shall notify the Chief and the Chief shall immediately implement the additional hiring of fire personnel, this practice will be codified as a standing executive order of the City Manager.

Section 11.

Call Back Upon Mutual Aid: Upon the dispatching of each company on a mutual aid assignment, one (1) officer and two (2) firefighters shall be hired on overtime. The maximum of such call back for each mutual aid occurrence shall be two (2) officers and four (4) firefighters, (when two (2) or more companies respond concurrently to mutual aid). The Chief shall exercise assignment discretion as to the employees called back pursuant to the foregoing.

**ARTICLE XVI**

**CLOTHING ALLOWANCE**

Firefighters shall be expected to maintain their own uniforms to an appropriate level of professionalism and cleanliness.

In each fiscal year, the Employer shall include in its budget such sum of money; not to be less than ten thousand dollars (\$10,000.00), sufficient to purchase during that fiscal year of protective equipment and of rubber goods, (turnout coat and pants, boots, etc.) for replacement, as needed by all fire personnel.

Each bargaining unit employee shall be entitled to an annual clothing and cleaning allowance of one thousand three hundred dollars (\$1,300.00) which shall be paid in weekly installments in each pay period as part of each employee's base weekly compensation and shall constitute part of base for all fringe benefits, overtime, premium pay and retirement benefit calculation purposes.

The clothing and cleaning allowance is to be used as a clothing allowance or to cover personal items which may have been lost, damaged, or destroyed.

The standard for protective equipment and the specifications for rubber goods shall be as determined by the Safety Committee as established by Article XVIII.

**ARTICLE XVII**

**PAID DETAILS**

Section 1.

When a permit to allow demolition burning and/or controlled burning is granted by the Chief of the Fire Department, or any other person authorized to do so, to any person or

firm engaged in such burning, an off- duty firefighter shall be designated on a voluntary basis, according to a list administered and established by the Union for the purpose of supervising such burning to insure compliance with the conditions of the permit. Officer's assignments for such details shall be handled by the Chief.

#### Definitions

City Detail: any detail in a City venue or paid by the City.

Private Detail: any detail not in the City venue, not paid by the City.

City Details: Any time greater than four hours will be paid for by the hour or portion thereof. Pay rate will be one and one half times that of the highest pay rate for each grade at all times.

Private Details: Any time greater than four hours will be paid for by the hour or portion thereof. Pay rate will be one and one half times that of the highest paid Deputy Fire Chief's for each rate, except for those from 12 midnight to 6:00 AM, it shall be two times the highest rate for each grade. For Haz-Mat details (other than City Haz-Mat details) the rate shall be 2.25 times the highest rate for each grade.

Employees shall receive a guaranteed minimum compensation of four (4) hours at the applicable overtime rate on each occasion of detail work.

For detail work on Sundays and Holidays, (as identified by this collective agreement), compensation shall be twice that required by this section.

#### Section 2.

Any Fire watch established for the protection of life and property by any person or firm, shall be administered as at present, and paid as in Section 1, above.

#### Section 3.

Demolition burning, controlled burning, and fire watch duty performed for the City of Lowell shall be administered and compensated in accordance with present policy.

#### Section 4.

The Employer agrees to initiate in and advocate before the municipal legislative body enactment of an ordinance providing that any person or firm responsible for any building in which a private function is to be held shall employ firefighters at the paid detail

rate in accordance with the following ratio: for every four hundred (400) people anticipated to attend the function, one (1) firefighter will be utilized on a paid detail basis.

Section 5.

Paid detail opportunities shall be rotated among all trained employees on an equal basis pursuant to a departmental-wide master list of employees, arranged on the list without regard to rank and on the basis of length of service as a permanent member of the Lowell Fire Department. The departmental-wide paid detail opportunity list will be administered by an employee assigned to the Fire Prevention Bureau or otherwise assigned by the Fire Chief.

Unit employees assigned to the Fire Prevention Bureau have the responsibility of hiring and record keeping consistent with and to ensure compliance with the "equal basis" standard set forth in Article XVII, Section 5.

The only category of outside paid details to be worked exclusively by the Fire Prevention complement of unit employees are those relating to pyrotechnics as set forth in Section 2 of Part 527, C.M.R.

Subject to the foregoing, hiring for outside paid details shall be governed by the following:

- Hiring shall be done at the company level. A list will be developed that includes the deputy chiefs and the day staff.
- Fire Prevention shall continue to take outside details that require the enforcement of Board of Fire Prevention regulation Section 2 of Part 527, C.M.R.
- Company lists shall be established for each company from the department wide list by the position on master list of company members in relation to each other.
- A balance between companies shall be maintained (similar to the overtime balance). When a company hires a person for a detail, they shall be charged one (1) for each four (4) hour detail.
- Company officers shall call for detail hiring between 1600 to 2000 hours when there is advanced notice of detail. If there is no advanced notice, company officers will be given 1/2 hour per company.

- Fire Prevention shall manage the detail hiring during Fire Prevention business hours, if the need arises to hire outside Fire Prevention business hours, car #3 shall manage it. (Fire Prevention shall notify deputy chief of details).

Section 6.

The Fire Chief and a member designated by the Union shall meet and confer on a quarterly basis to insure equitable distribution of paid detail assignment, and to rectify any inequities occurring in the immediately prior calendar quarter.

Section 7.

The compensation rate for all non-Employer, outside, paid details shall be calculated on the highest paid Deputy Fire Chief's rate.

Section 8.

An employee working any Employer or outside paid detail shall be guaranteed the following compensation in the event of occurrence of the following hold over beyond the scheduled stop time: if held for more than fifteen (15) minutes ... and additional hour of compensation; if held for more than one (1) hour ... an additional four (4) hours of compensation.

Section 9.

The Employer shall provide annually a "Public Education Fund" account, in the amount of ten thousand dollars (\$10,000.00), to be expended annually in order to provide employees with paid detail work associated with the Fire Department Public Education office and, through use of such funds, to avoid periodic removal of apparatus from in-service status.

Section 10.

All outside details records shall be available for inspection by the Union President, Vice President, Secretary/Treasurer, and Company captains at all times.

**ARTICLE XVIII**

**HEALTH AND SAFETY**

Section 1.

The Employer shall provide efficient and safe equipment and material to protect the health and safety of employees. The Employer shall supply gloves, helmets, boots, turnout coat and pants as individual items to all members of the suppression force. As of July, 1982, the Employer shall supply such individual items to all members of the suppression force. The employer shall maintain a periodic purchase system in an effort to match varying sizes with employee requirements.

Section 2.

A committee representing the Union of not more than three (3) members, shall meet with the Chief of the Department at least quarterly to discuss and make recommendations for improvements to protect the health and safety of the employees.

Section 3.

The decision of a majority of the safety committee established pursuant to Section 2 of this Article, which majority must include the Fire Chief, regarding improvements to protect the health and safety of employees will be implemented by the City, providing, however, that the City's obligation to implement such safety committee majority determinations will be subject to the following limitation: in each fiscal year, the City will include in the Fire Department budget as a separate item unrelated to any other Fire Department current budget item, the sum of thirty-five thousand dollars, (\$35,000.00); the thirty-five thousand dollar (\$35,000.00) annual appropriation need not be expended annually solely for the purpose of implementing the majority determinations of the safety committee; complete or partial implementation of any given safety committee majority determination requiring the expenditure in one (1) fiscal year of an amount in excess of the thirty-five thousand dollar, (\$35,000.00), budget item will remain within the discretion of the city.

Section 4.

Upon line of duty injury to and transportation of an employee to the hospital, another employee may be assigned upon the order of the fire officer in charge at the scene to accompany the injured employee to the hospital and to remain with such injured employee during initial hospital treatment.

Section 5.

Wellness language as presented in M.G.L. Chapter 31, Section 61A, as amended has been discussed with and accepted by the Union.

## **ARTICLE XIX**

### **WAGES**

#### **Section 1.**

##### **A. Firefighter Rank Weekly Wage**

The weekly wages of firefighters shall be reflected in the attached salary grid marked as Appendix B.

##### **Officer Differential and Weekly Salaries**

The weekly salaries of officers of the Fire Department, other than the Chief, shall be computed as follows:

Fire Lieutenant: eighteen percent (18%) above the Firefighter rank weekly maximum rate;

Fire Captains: ten percent (10%) above the Lieutenant rate;

Fire Assistant Chief: ten percent (10%) above the Captain rate;

Fire Deputy Chief: ten percent (10%) above the Fire Assistant Chief rate.

##### **B. Additional Compensation**

The foregoing weekly wage rates do not include the base pay amounts attributable to Sections 4 and 5 of the Article, which amounts are added to the foregoing weekly rates and are considered part of base pay for all fringe computation, pension and earning purposes.

#### **Section 2 – Steps.**

Employees automatically shall advance to each successive step as of July 1 of each fiscal year regardless of their individual appointment dates.

#### **Section 3 – Day Staff.**

All employees assigned to Fire Prevention, Arson Squad, Chief's Aide, Training Officer, Public Education Officer, EMS Coordinator, HAZ-MAT Coordinator, MIS Coordinator, and Drill Master functions shall receive the following increments:

- A. An amount equivalent to the amount of monies received by other unit employees as night differential and weekend differential. Said equivalent amount of monies

will be considered as part of base pay for all fringe computation and earning purposes; and,

- B. Employees assigned to the above enumerated positions who commit to the position for a year will receive a weekly benefit of two hundred and twenty dollars (\$220.00). Employees assigned to the above enumerated positions who do not commit to the position for a year will receive a weekly benefit of one-hundred and thirty dollars (\$130.00).<sup>1</sup>

If a member ~~moves positions~~ returns to non-day Firefighting duties prior to the end of the member's one year commitment, then the member will reimburse the City for the difference between the committed day stipend amount and the uncommitted day stipend amount (\$90.00) per week unless the move falls into one of the three enumerated exceptions below. Members may repay the difference in either a lump sum or on a weekly basis for the number of weeks served.

(1) Members who retire, resign, or are terminated are not required to repay the difference between the committed day stipend and the uncommitted day stipend.

(2) Members who are moved out of a day stipend eligible position by the Chief are not required to repay the difference between the committed day stipend and the uncommitted day stipend provided the Chief confirms the reason for the transfer in writing and submits the written notice to Human Relations and the City Manager.

(3) Members who receive written permission from the Chief to move from a day stipend eligible position to accommodate a family member's medical condition are not required to repay the difference between the committed day stipend and the uncommitted day stipend.

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<sup>1</sup> MOU 7/1/2021-6/30/2024. The new day stipend will be retroactive to July 1, 2021. If a member commits to a day-stipend eligible position for one year starting at the execution of this agreement, they will be eligible to receive the committed stipend amount (\$220.00) retroactive to July 1. If the member remains uncommitted, they will receive the uncommitted amount retroactive to July 1. Previous day stipend language: Twenty dollar (\$20.00) increase to a total weekly benefit of sixty dollars (\$60.00); and, effective July 1, 2006, a twenty dollar (\$20.00) increase to a total weekly benefit of eighty dollars (\$80.00).

Any employee possessing the credentials for Hazardous Material Technician from the Fire Training Council shall receive a weekly stipend, in recognition of their on-call status. All such employees shall be on weekly rotation in terms of on-call status so that, in each week, one such employee shall be on-call status; such rotation shall not affect all such employees' entitlement to the stipend every week. The weekly stipend for hazardous materials investigators shall be 4.35% per cent per year for all employees based on Deputy Fire Chief weekly base pay.

HazMat Pay shall be treated as base pay for all purposes retroactive to the beginning of the contract period.<sup>2</sup>

The City shall require annual refresher training for those employees who receive the hazardous Material Stipend pursuant to the following: such training, not to exceed one day tour of duty, annually, will be provided on a customized, in-house, on-duty basis during the employee's regularly scheduled day tours of duty. The City has conferred with the University of Massachusetts – Lowell which currently offers OSHA retraining. Local 853 and the City agree that "the requisite Hazardous Material Technician annual refresher training can be provided by internal Fire Department resources in lieu of reliance upon University of Massachusetts – Lowell." The Union shall be allowed to have input into the design of this retraining class. Hazardous Materials trained and paid employees will be expected to maintain their training and to have Hazardous Materials duties included as part of their basic job responsibilities. Training will be offered during the year to accommodate scheduling problems associated with employees on authorized leave. If an employee is not able to train through no fault of his/her own, such employee will not be impacted negatively but such employee must make-up the training as soon as possible.

#### Section 4 – Night Tour Differential.

For each night tour of duty on which an employee's group is scheduled to work, each employee shall receive two point one zero five percent (2.105%) of the Fire Deputy Chief rank weekly wage. Night tour differential shall be paid weekly, and shall be considered part of base pay for all fringe computation, pension, and earning purposes.

#### Section 5 – Weekend Differential

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<sup>2</sup> MOU 7/1/10-6/30/12, signed 1/27/12 and ratified 1/24/12.

For each weekend tour of duty, as herein defined, on which an employee's group is scheduled to work, each employee shall receive two point one zero five percent (2.105%) of the Fire Deputy Chief rank weekly wage. Weekend tours of duty for purposes of this Section, shall include the night tours commencing on Friday and Saturday and Sunday, and the day tours commencing on Saturday and Sunday, inclusive of the period from 6:00 PM Friday through 8:00 AM on the following Monday. Weekend differential shall be paid weekly and shall be considered part of base pay for all fringe computation, pension and earnings purposes.

Section 6.

Apparatus Detail Pay: Employees detailed from their permanent apparatus assignment shall receive a two dollar (\$2.00) and hour stipend from the duration of such detail; provided, however that details caused by apparatus maintenance and repair lasting less than one-half (1/2) of a tour shall be excluded from such stipend. The parties further agree that if a Union member is detailed to a different apparatus, but remains in the same house, the member will not receive any increase in detail pay.

Section 7.

The Union agrees to receive their payroll checks every two weeks, conditioned on all other Unions similarly agreeing to bi-weekly payroll or a similar provision. In no event shall an employee go more than 1 week without a payroll check. The Union agrees that all members shall receive their paychecks by direct deposit.

**ARTICLE XX**

**LONGEVITY**

An annual incentive pay shall be paid to each employee for continuous service as hereinafter defined, computed on the basis of increments of three-tenths of one percent (.3%) of the Firefighter rank maximum base pay for each year of service. By way of illustration, the benefit range shall be as follows:

- 1 year of service - .3%
- 2 year of service - .6%
- 3 year of service - .9%

4 year of service	- 1.2%
5 year of service	- 1.5%
6 year of service	- 1.8%
7 year of service	- 2.1%
8 year of service	- 2.4%
9 year of service	- 2.7%
10 year of service	- 3.0%

(The incremental benefits based on the .3% for each year of service shall continue for all years of service).

For those employees whose eligibility anniversary dates fall between July 2<sup>nd</sup> and January 1<sup>st</sup>, payment of the per annum amount shall be made on January 1<sup>st</sup> following, and for those employees whose eligibility anniversary dates fall between January 2<sup>nd</sup> and July 1<sup>st</sup>, following. If an employee retires between payment dates, payment shall be made pro rata for any unpaid longevity due from the last service anniversary date to the date of retirement.

Continuous service shall mean continuous service for the City of Lowell in any department thereof.

The Union and the Employer agree that service with any other state, county or municipal employer shall not be considered in computing eligibility for longevity purposes.

Longevity pay shall not be considered part of the base salary for purposes of computing vacation pay, sick leave, overtime, etc. However, such shall be considered for purposes of computation of retirement benefits and deductions therefor.

For the purpose of computing longevity benefits for Fiscal Year 1987, and for subsequent fiscal years, the amount of longevity paid shall be the same amount as that paid, pursuant to this Article, to bargaining unit employees during Fiscal Year 1988. New employees hired on or after January 1, 1988 shall not be entitled to receive any longevity benefits whatsoever.

**ARTICLE XXI**

**EMERGENCY MEDICAL TECHNICIAN**

Upon an employee's acquiring certification as an Emergency Medical Technician and during such employee's maintaining such certification, such employee's annual base compensation shall be increased two and ninety-one hundredths per cent (2.91%) per year<sup>3</sup> for all employees based on Deputy Fire Chief weekly base pay for purposes of calculating and applying such employee's regular weekly compensation, his/her overtime rate and holiday pay rate, and pension contributions on his/her behalf and his/her pension benefit levels; provided, however, that such base compensation increase of two and ninety-one hundredths per cent (2.91%) per year for all employees based on Deputy Fire Chief weekly base pay shall not be used to calculate such employee's night differential and weekend differential compensation. When certified for Epi-Pen, the use of Epi-Pen will be added to duties. If training for Emergency Medical Technician recertification cannot be accomplished during an employee's regularly scheduled on duty status, an employee seeking to maintain his/her recertification shall attend such training during off duty periods.

## **ARTICLE XXII**

### **EDUCATIONAL INCENTIVE**

Upon an employee's attaining an Associate's Degree in Fire Science, Public Administration or Emergency Management, that employee's annual base compensation then and thereafter shall be increased three and six hundredths (3.06%) per cent per year, for a Bachelor's Degree in same an increase of six and twelve hundredths (6.12%) per cent per year, and for a Master's Degree in same an increase of nine and eighteen hundredths (9.18%) per cent per year<sup>4</sup>, based on Deputy Fire Chief Weekly base pay for purposes of calculating and applying such employee's regular weekly compensation, his/her overtime rate and holiday pay rate, and pension contributions on his/her behalf and his/her pension benefit levels; provided, however, that such base compensation increases shall not be used to calculate such employee's night differential and weekend differential

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<sup>3</sup> Effective July 1, 2017. This provision will be funded within the existing budgetary appropriation by the City Council designating certain existing funds as surplus.

<sup>4</sup> As specified in the 7.1.15-6.30.18 MOU, the increases to 3.06%, 6.12% and 9.18 % shall be effective June 30<sup>th</sup>, 2018 and will be paid from the existing HazMat line item.

compensation. An employee having more than one degree will receive only the percentage increase for the most advanced degree.

The City agrees to pay an educational incentive of \$10.00 per credit with a maximum yearly reimbursement of \$600.00.

## **ARTICLE XXIII**

### **OVERTIME**

#### **Section 1.**

An employee required to be on duty for any period in excess of his regular hours of duty shall be given at the employee's option equal time off or paid for such overtime duty in excess of one (1) hour at one and one-half (1 ½) times his regular hourly rate. The Chief shall promulgate written uniform standards governing overtime.

#### **Section 2.**

Notwithstanding the provisions of Section 1 of this Article, and employee held over at the end of his tour as a result of Fire Department error or Fire Department activity will receive overtime compensation after one-half hour (thirty – 30 – minutes) of such non-scheduled work. Effective July 1, 1981, such overtime compensation will commence after fifteen (15) minutes of such non-scheduled work. In all such cases, over-time compensation, having exceeded the applicable minimum time period, will be retroactive to the commencement of such non-scheduled work.

#### **Section 3.**

The day tour of duty is from 8:00 AM to 6:00 PM (10 hours); therefore, five (5) hours shall constitute a half-tour of duty. The night tour of duty is from 6:00 PM to 8:00 AM. (14 hours); therefore, seven (7) hours shall constitute a half tour of duty.

#### **Section 4.**

If an employee is called back to duty from an off-duty status, he shall be paid from the time he reports to his Superior Officer at the scene of the fire, or at his company quarters, until dismissed by the Chief. On a call back to duty, employees shall be paid for a least one-half (1/2) tour of duty on the tour in which he reports. If such overtime work exceeds one half (1/2) tour of duty, compensation shall be paid for a full tour of duty. Once having reported on a call back, and while still on duty carrying over into a new shift, such

employees are not on call back status on that additional shift and will be paid only for actual hours worked on such additional shift.

Section 5.

The letter of understanding regarding an employee's working an overtime tour between two (2) regularly scheduled tours of duty (as amended by deleting the requirement of obtaining the permission of the Deputy Chief) is incorporated into this agreement.

Further, an employee shall be allowed to work an overtime tour of duty where such tour constitutes the employee's fourth consecutive tour of duty.

Section 6.

In addition to any other contractual requirements regarding manpower, upon the arrival into the City of fire apparatus from another municipality, an off-duty employee shall be called back to work to serve as pilot for each such piece of apparatus. All of the foregoing instances of call back shall be compensated at the overtime rate in accordance with the provisions of this Article.

Section 7.

The overtime records compiled by the Deputy Fire Chief will include, in addition to the total presently maintained separate records for firefighters and officers. All such records will be made available to and will be utilized by each Deputy Fire Chief responsible for allocating overtime opportunities.

Section 8.

When a Deputy Fire Chief is engaged in overtime hiring and is unable to obtain an employee from one (1) company, thereby requiring hiring from another company, the following overtime record entries shall be made: both companies will be charged to maintain intercompany equality of overtime distribution; however, in terms of company overtime records, only one (1) company, the company of the employee who actually works the overtime, shall charge its overtime roster.

All company overtime records shall be available for inspection by the Union President, Vice President, Secretary/Treasurer, and Company captains at all times.

Section 9.

Overtime hiring will change from 1700 to 1600 and requests for any earned time such as sick, vacation or personal, adjusted to a 1600hr (4pm) call in time.

## **ARTICLE XXIV**

### **HEALTH AND INSURANCE PLAN**

The Employer shall provide health and life insurance for employees and dependents, according to Massachusetts General Laws, Chapter 32B, as amended, to the extent that the applicable sections of said chapter have been duly accepted by the City of Lowell, as herein provided, and to the extent that such employee and his dependents are otherwise individually eligible therefore. It is agreed that the Employer shall pay 75% of the cost of the health insurance plan, and the Employee shall pay 25% of the cost thereof.

All employees shall retain either their current Blue Cross/Blue Shield indemnity plan or, at employee option, and HMO provided by HMO Blue. There shall be an annual open enrollment period during which employees shall exercise their option. The difference in employee share of premium costs as between the indemnity and HMO coverage, shall not exceed twenty percent (22%) for Fiscal Year 1999, and twenty-two percent (22%) for Fiscal Year 2000. Any future increases in the percentage differential above twenty-two percent (22%) shall be negotiated in good faith between the City and Local 853, International Association of Firefighters, AFL-CIO, CLC.

The Union agrees to offer its membership the option of "Blue Care Elect Preferred," more commonly known as a PPO.

## **ARTICLE XXV**

### **PHYSICAL EXAMINATION**

The Employer, at its expense, may require annually a physical examination by a physician to determine the physical capacity of any employee for firefighting duty, the result of which shall be reported to the Chief of the Department.

Prior to an employee's retirement, upon employee request, the City will pay for the following clinical and laboratory testing: Cardiac Stress Test; PFT (complete); Chest x-ray PA + LAT; CBC; PSA screening; Liver Profile; Fasting Lipid Profile; Urinalysis; and, Basic Metabolic Profile, conducted by a physician or physicians as designated by the

employee to determine the existence of a work-related physical impairment. If the results of any of the foregoing medical procedures or tests indicate to the physician designated by the employee the medical necessity of additional procedures or testing, then the employee's health insurance plan will pay for such additional procedure or tests unless such are indicated as necessary due to work related injury or exposure whereupon the City will pay for such additional procedures and tests. The result(s) of such examination(s) will not be disclosed to the City or to any third party without the consent of the employee involved; provided, however, that if the employee files an application for disability retirement, the result(s) of the examination provided for in this paragraph will be given to the City.

Any and all laboratory testing requested by the employee's physician shall be coordinated and administered by a testing facility approved by the Fire Department and by Local 853.

## **ARTICLE XXVI**

### **INDEMNIFICATION**

#### **Section 1.**

For incidents which occurred prior to August 16, 1977, Employees shall be indemnified for expenses or damages incurred while acting as a firefighter. Such indemnification shall be governed by the provisions of Massachusetts General Laws, Chapter 41, Sections 100, 100A, and 11D as amended.

#### **Section 2.**

For incidents which occurred on or after August 16, 1977, employees shall be indemnified for expenses or damages incurred while acting as a firefighter under the provisions of Chapter 512 of the Acts of 1978 and Massachusetts General Laws, Chapter 258.

#### **Section 3.**

It is understood and agreed that the provisions of General Laws, Chapter 41, Section 100B regarding retired firefighters, having been accepted by the City Council, are made a part of this Agreement.

**ARTICLE XXVII**

**SICK LEAVE**

**Section 1.**

- A. Except where explicit provision is made in this Agreement regarding employees' sick leave entitlement and sick leave administration, sick leave shall be in accordance with City Ordinance existing as of the execution date of this Agreement.
- B. The City and the Union agree that the May 6, 1985 and January 6, 1986 memoranda of then Fire Chief John J. Mulligan regarding telephone calls to the homes of employees on sick leave are null and void and shall remain null and void.
- C. The City reserves the right to continue sick leave use counseling sessions with individual employees concerning their use of sick leave. Any sick leave counseling will be provided once annually, prior to the start of each fiscal year. Upon employee request a Union representative can be present during any such counseling sessions. The City shall use such sessions to discuss patterns of illegitimate sick time use – for example, use of sick leave on holidays, weekends, or at the beginning or end of a workweek, or excessive use of sick time. Excessive use of sick time shall be illegitimate use above the industry standards on a rolling twelve (12) month basis. A copy of any counseling memorandum issued to the employee shall be forwarded to the Union.

The program of individual employee sick leave monitoring, counseling, and required proof of illness or incapacity as set forth in this Section and in the Sick Leave Ordinance as incorporated herein is intended to supplant and to replace all special or general orders of unit-wide application, and no new such orders shall be issued by the City or its representatives without agreement of the Union.

- D. Employees shall accrue sick time on January 1st of each year provided that in the first year of implementation personnel shall be allowed to carry personal time until June 30, 2012.

**Section 2.**

Notwithstanding the provisions of Section 1 hereof, employees can accumulate unused sick leave to a maximum of two hundred and seventy-five hours, effective July 1, 1980.

Any sick leave tours earned by employees in excess of the two hundred and seventy-five (275) tour maximum accumulation shall be placed in the sick leave bank established in accordance with Section 4 of this Article.

Section 3.

Upon death, retirement, or termination without fault of an employee, the Employer shall pay for forty percent (40%) of an employee's total of accumulated, unused sick leave tours, with each such compensable tour paid on the same basis as holiday pay, that is, twelve (12) hours of compensation for each such tour; provided, however, that payment to any employee or beneficiary for accumulated, unused sick leave pursuant to the foregoing shall not exceed thirty thousand dollars (\$30,000.00). Any sick leave accrued in excess of that providing such maximum shall be credited to the Sick Leave Bank. No such payment shall be made upon termination of employment for any other reason. Notwithstanding the foregoing, any employee who, prior to the general wage increase effective June 28, 1998, had a total of accumulated, unused sick leave which, if compensated prior to June 28, 1998, pursuant to the prior sick leave reimbursement formula of payment on a one (1) for three (3) ratio (with no payment cap paid at the twelve (12) hour holiday pay rate equivalent for each tour of unused sick leave) would have received a payment of at least fifteen thousand dollars (\$15,000.00), then such employee has the option, within thirty (30) days of execution of this Memorandum of Agreement, by written notice to the City, of being compensated for accumulated, unused sick leave upon death, retirement, or termination without fault of the employee, using either the prior unused sick leave reimbursement formula or the new, forty percent (40%) formula as set forth above. Payments made hereunder, concerning a deceased employee, shall be made in accordance with M.G.L. Chapter 41, Section III as amended.

Section 4.

The sick leave bank plan for the bargaining unit represented by the Union is attached to the agreement and marked as Appendix C.

No later than two (2) calendar weeks following execution of the FY 91-93 Memorandum of Agreement, the Employer shall augment the then current balance in sick

leave bank by one hundred and ninety (190) sick leave tours. Such Employer donation shall be effectuated without debit to the sick leave tour accumulation of any unit employee.

Section 5.

Employees must provide the Fire Department with the following notice as to their taking a sick leave tour: no later the 7:00 AM prior to a day tour to be taken as sick leave; no later than 4:00 PM prior to a night tour to be taken as sick leave. Such notice requirements shall be inapplicable in unforeseen circumstances.

Section 6.

A. Subject to the following terms and conditions, an employee annually shall be allowed, at his/her option, to redeem to a maximum of five (5) of his/her annual fifteen (15) day sick leave entitlement:

1. Such redemption entitlement is conditioned upon the employee's having a minimum of seventy-five (75) sick leave days to his personal accrued credit;
2. Such redemption entitlement is conditioned upon the employee's using five (5) or fewer sick days from his/her annual accrual of fifteen (15) days; provided that such five (5) day measure shall not include either days surrendered to the Sick Leave Bank or Personal Days;
3. The rate of redemption for each sick leave day shall be twelve (12) hours of compensation;
4. The dollar value of the annual redemption by each employee shall be considered as regular compensation for retirement benefit calculation purposes; and,
5. Payment of the annual sick leave redemption shall be made to the employee in the pay period following the employee's application; provided, however, that such application shall be made no sooner than the commencement of the calendar year immediately following the year constituting the measure for sick leave usage.

B. Beginning March 11, 2014, new firefighter employees of the Lowell Fire Department (LFD) shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members to the LFD shall no longer be eligible for a yearly buy back of 5 sick days per year.

Current members agree that in order to utilize the "Early Buyback Sick Leave" Program, members must first freeze their sick leave dollar amounts as of January 1, of the year of their freeze. The decision of when to freeze shall remain discretionary with the employee. Pursuant to the freeze, members shall be eligible to buy back 10 days, in addition to the current 5 day buyback allowance. The 5 day buyback allowance will continue to be available and will not be charged against their freeze. To be eligible for either program, a member must have 75 sick days at the time of each buyback option. The buyback of 10 additional days will be capped at \$30,000.00. Once the cap is reached, the member will no longer be entitled to the additional 10 day buy back, nor will the member be entitled to any further sick leave buyback upon retirement or death. This provision shall not prevent the member from continuing to accumulate sick leave.

## **ARTICLE XXVIII**

### **FUNERAL LEAVE**

An employee shall be granted leave from work with pay for up to two (2) twenty-four-hour (24) tours (3 tours for Day Personnel) in the case of a death in the immediate family. Immediate family is defined as the employee's spouse, parents, grandparents, children, grandchildren or siblings. It also includes the employee's spouse's parents, grandparents or grandchildren. The parties agree that an employee shall not be granted leave from work with pay for one (1) twenty-four-hour tour in the case of death in non-immediate family. Any employee who requests bereavement leave must notify (the Department) (the Chief) (his supervisor) by 0800 hours on the day following the relative's death.

The parties further agree that funeral leave shall not extend beyond the day of the funeral. However, where the funeral is conducted out of the City, the department head is authorized to grant reasonable additional time.

## **ARTICLE XXIX**

### **INJURED LEAVE AND LIGHT DUTY**

#### A. Injured Leave

An employee incapacitated for regular duty because of injury sustained in the performance of his duty shall be granted leave without loss of pay, including base compensation and all direct and indirect economic fringe benefits for the period of such incapacity pursuant to the practice of the City of Lowell Fire Department as interpreted and applied in the past by the Employer regarding members of the bargaining unit covered in this agreement.

No employee shall be paid for more than fifty-two and two tenths (52.2) weeks of annual compensation during any period when such employee is on injured leave – the calendar year shall be used for computation purposes.

While a firefighter is receiving § 111F benefits, accrual of all sick and vacation leave benefits shall be suspended. All members shall receive a one-time .50% increase to their base pay as a result of this amendment to current § 111F practices. This provision shall become effective as of July 1, 2014.

In no event shall members waive accrual of sick and vacation leave benefits if they are receiving § 111F benefits for four (4) weeks or less.

#### B. Light Duty

A member of the Lowell Fire Department who is incapacitated from regular duty because of injuries, illness or disability (sustained on or off duty) may be required to perform light duty on either a full or part time basis, notwithstanding any provision of the law to the contrary, provided the assignment is supported by the physician specializing in the members type of illness/injury and there are light duty tasks available that the member is capable of performing.

Light duty shall mean duties currently performed by bargaining unit employees assigned to the day staff work schedule, at no time will an employee be assigned to suppression duties or operate in any way at an emergency scene. To include but not limited to assignment to an engine company, ladder company, rescue company or Car 2 or Car 3 (deputy chief), or paid fire details. No member shall be required to perform light duty if there is no light duty bargaining unit work available. It is understood and agreed that

assignment to light duty tasks pursuant to this agreement is temporary in nature and shall not exceed the period of incapacity for full duty.

Any bargaining unit member otherwise entitled to Injury Leave, G.L. c.41, §§100-III(F) and any applicable provision of the Collective Bargaining Unit, assigned to light duty under the provisions of this agreement shall continue to be indemnified for all medical bills, etc. as provided by law. In the event that the member only works partial weeks under this provision, the remainder of the member's wages shall be paid in accordance with Injury Leave. The provisions of this article shall not constitute a waiver of said rights.

Light duty assignments shall not interfere with a member's ability to attend routine medical appointments, including therapy, related to the illness/injury resulting in the light duty assignments. (Members shall not be required to use their own leave time to attend such medical appointments where the injury/illness was otherwise covered under Injury Leave).

Light duty assignments shall not affect the assignments of other members without the consent of that affected member and the union. A member working Light duty may not be required to wear a class b uniform, but should be dressed professionally for the assignment.

A member that participates in the Light Duty Program when deemed capable shall accumulate sick leave and vacation time and not have that time frozen.

#### Conflicting Medical Opinions

A member requesting light duty will be put on a light duty assignment if supported by adequate recommendation by the member's physician. Where a member does not make the request, the chief may make such assignment, if such assignment is supported by an adequate recommendation of the city's physician. In such case, the medical report of the city's physician, together with the specific light duty tasks to be performed, shall be provided in writing to the member and union no less than 10 days prior to the date on which the light duty shall commence. The member shall have the opportunity to present the city's medical report to his/her own physician to address any concerns with the proposed light duty tasks and/or medical report. If/when a member submits a request for disability retirement no such light duty will be assigned. Light duty assignments as mentioned in the

beginning of this article are temporary in nature and cannot be used by the city to rebut a member's submission for disability retirement

If after the examination by the member's physician there remains a dispute as to the member's ability to perform assigned light duty tasks, then the following procedure shall be utilized. First determine if there are any other positions and/or tasks the member is able to perform. City and member shall agree to designate a 3rd neutral physician to render a binding opinion as set forth below. In the event the parties cannot agree on a 3<sup>rd</sup> physician, the 2 physicians shall designate the 3rd neutral physician, with expertise in the medical area of the member's injury. The neutral physician shall be supplied with (1) all relevant medical records; (2) the report of the city physician, the report of the members physician will be supplied by and be the responsibility of the member, (3) the proposed light duty task list. A local area specialist shall be selected if possible.

As soon as the physicians schedule permits; the member shall be examined by the neutral physician for the sole purpose of determining whether the member is capable of performing the specific light duty tasks.

The neutral doctor's opinion shall be binding for the length of the injury/illness on both parties and shall not be subject to the grievance procedure in the CBA.

Both the City and member shall receive all copies of the report of the neutral physician.

The cost of the neutral physician shall be borne by the city. During this process the member shall not be assigned to light duty.

#### Disability Retirement

This policy does not limit the rights of employees covered by the Americans With Disabilities Act (ADA) to seek reasonable accommodations as provided under that law. At no time can a member be assigned to light duty if the injury/illness relates to the presumption laws, commonly known as heart and lung and cancer bills.

### **ARTICE XXX**

#### **VACATIONS**

##### Section 1.

On January 1<sup>st</sup> in each year, every member of the regular or permanent fire forces who has been such for at least six months shall become entitled to a vacation of not less than two (2) weeks during such year, without loss of pay; provided, that a member who has not been such for a period of at least six (6) months on said January 1<sup>st</sup>, shall be entitled to such a vacation upon the anniversary date of his appointment. The two (2) week vacation provided by this Section shall consist of four (4) day tours of four (4) night tours scheduled for the employee involved. Effective January 1, 2012, employees shall accrue vacation time on January 1st of each year provided that in the first year of implementation personnel shall be allowed to carry personal time until June 30, 2012.

Section 2.

In addition to the vacation entitlement set forth in Section 1 of this Article, employees shall receive vacations in accordance with the following entitlement schedule:

<u>Length of Service</u>	<u>Vacation</u>
For five (5) years of service but less than ten (10) years of service.	Three (3) weeks (six (6) day tours and six (6) night tours scheduled for the employee involved).
For ten (10) years of service but less than fifteen (15) years of service.	Four (4) weeks (eight (8) day tours and eight (8) night tours scheduled for the employee involved).
For fifteen (15) years of service.	Five (5) weeks (ten (10) day tours and ten (10) night tours scheduled for the employee involved).

Immediately upon completing fifteen (15) years of service, and immediately upon completing each succeeding year of service, an employee upon each such anniversary shall receive an additional annual vacation entitlement of twelve (12) hours, and such annual increment shall continue until the employee's annual vacation entitlement equals six (6) weeks of vacation.

For all purposes, one (1) vacation week equals two (2) day tours and two (2) night tours scheduled for the employee involved; provided, however, that one (1) vacation week for employees regularly working a five (5) day work week shall equal five (5) days.

Section 3.

All vacations shall be granted as to time and manner, according to the practice presently in effect within the department, as long as in the opinion of the Chief, such practice will cause the least interference with the performance of the regular work of the firefighting force. Notwithstanding the preceding, the annual “summer schedule” for vacation purposes will constitute the ten (10) consecutive week period commencing on the calendar week containing the first day in July and ending on the Saturday immediately following Labor Day of each year.

With regard only to the three (3), four (4), and five (5) week vacations to which employees are entitled pursuant to the requirements of Article XXXVII, (Personal Leave), employees will be allowed to take single tour vacations.

Employees whose vacation during the summer vacation period as defined in this Article equals less than four (4) day tours and four (4) night tours will be allowed to take as single tour vacations pursuant to the second paragraph of this Section any days “owed” to them in order to provide them with the equivalent of a summer vacation of four (4) day tours and four (4) night tours; provided, however, that such additional vacation tours “owed” must be taken after the summer vacation period.

Employees can take full vacation weeks during the last full calendar week in each calendar year to be allocated on the basis of job seniority in the units scheduled to work that period. The number of employees who can take such vacation will be limited to two (2) per unit scheduled to work that period. Notice of the selection of that week must be given to the City no later than October 15.

Employees can swap vacation periods during any point in the vacation year. Employees must provide notice at least one (1) week prior to the implementation date of such swap.

Eight (8) employees can be on vacation and personal leave on any given tour.

The parties agree to allow day staff to use vacation hours to be broken down on the hour from 1-10 hours on a shift when approved by the Chief or his designee, a Deputy Fire Chief.

#### Section 4.

Notwithstanding any of the foregoing provisions to the contrary, employees with vacation entitlement of four (4) or five (5) weeks per vacation year can carry over a maximum of two hundred and forty (240) hours (five (5) weeks) of such entitlement into the immediately following vacation (calendar) year and employees with vacation entitlement of three (3) weeks can carry over one (1) week into the immediately following vacation (calendar) year. Employees can accumulate on a vacation year to vacation year basis a combined, cumulative total of vacation entitlement carried over from prior vacation years not to exceed three (3) vacation weeks. Buy back upon retirement maximum shall be five hundred and twenty-eight (528) hours (eleven (11) weeks). The calculation for retirement shall be done in total hours accumulated and shall include the Hazardous Material Stipend.

All of the foregoing vacation carry over provisions are applicable fully to single tour vacations on the basis of the following vacation week... single tour equivalency measure: one (1) vacation week equals two (2) day tours and two (2) night tours of single tour vacations; two (2) vacation weeks equals four (4) day tours and four (4) night tours of single tour vacations; three (3) vacation weeks equal six (6) day tours and six (6) night tours of single tour vacations.

Any carried over vacation entitlements cannot be taken during the summer vacation periods.

Any employee on sick leave or injury leave for more than five (5) weeks during the summer schedule shall be ineligible for the summer vacation bonus for the vacation period.

#### Section 5.

All employees shall have the annual opportunity to take two (2) weeks of their annual vacation entitlement during the summer vacation period, as defined in Section 3 of this Article; provided, however, that an employee shall have the option of cancelling such two (2) week summer vacation at least one (1) week prior to the date scheduled for the commencement of such employee's summer vacation and of taking such two (2) week vacation as single tour vacations, a total of four (4) day tours and four (4) night tours, during a non-summer vacation period.

#### Section 6.

Employees taking single tour vacations must call in to request such time by 1600hr (4 pm) before the tour involved. Such notice requirements shall be inapplicable in unforeseen circumstances.

Section 7.

Employee taking of single tour vacations shall be scheduled and taken on an hourly basis (instead of full tour basis) at the option of each employee. Any “compensatory” hours being carried to an employee’s credit shall be converted to vacation hours at the option of each employee. The Union and the Employer agree to review the impact of such conversion after at least one (1) year of experience.

Section 8.

At the annual option of each employee, an employee can decline to take one (1) or two (2) weeks of summer vacation, as defined in Section 3, and such employee shall receive in the vacation year involved an additional amount of vacation hours, beyond the employees’ annual vacation entitlement for such year equal to 12 hours per vacation week cancelled. To be eligible for this vacation bonus the employee must:

1. Make notification of his intent to cancel his summer vacation week(s) not less than two weeks prior to the date scheduled for the commencement of such employee’s summer vacation.
2. Not use greater than twelve (12) vacation tours, personal tours, or any combination thereof during the summer vacation schedule.
3. Not be on sick leave or injury leave or any combination thereof for more than five (5) weeks during the summer vacation schedule.

Any employee who does not work at least one ten (10) or one fourteen (14) hour tour in a calendar week during the summer vacation schedule will be deemed to have taken that week as a vacation week during the summer schedule.

**ARTICLE XXXI**

**SCHOOLS**

Section 1.

Employees shall be allowed to attend schools related to firefighting, as determined by the Chief, both as to the school and to individuals he selects to attend. Employees so

attending shall do without loss of pay or other benefits. The Chief shall cause to be posted in each firehouse, all notices relating to firefighting schools on all bulletin boards as soon as they are received.

Section 2.

The Employer shall include in its budget, beginning with the fiscal year commencing July 1, 1975 the sum of \$5,000.00 to be used to pay cost of books and tuition (not travel, etc.) for firefighters approved by the Chief seeking an Associate's Degree only; that is, to pay for tuition for non-fire courses, but which courses are required for said degree, all to the extent of said budgetary limitations.

**ARTICLE XXXII**

**MILITARY LEAVE**

Military leave shall be governed by Mass. General Laws, Chapter 33, Section 59, as amended.

The City of Lowell agrees members who are absent from work for military leave shall receive total compensation for the period of such leave. Total compensation shall mean, in instances where the employee is activated for a period of greater than 180 days the employee will be paid the difference in pay between their City of Lowell base salary and the total amount of compensation paid by the military and will further have the option to maintain all of their city health care benefits, should the employee so elect.

Employees shall also be so compensated for monthly drills and other necessary training and temporary activation with printed orders from the members command unit, not to exceed 40 tours per calendar year. This provision shall not allow for cumulative calculations beyond each fiscal year. This provision shall not authorize any payment upon retirement.

**ARTICLE XXXIII**

**HOLIDAYS**

Section 1.

In addition to any other regular or premium compensation to which they are entitled in accordance with the provisions of this Agreement, all employees will receive

compensation equaling twelve (12) hours pay computed on the basis of each employee's base pay upon the occurrence of each of the following holidays: New Year's Day (January 1); Independence Day (July 4); Christmas Day (December 25); Washington's Birthday (third Monday in February); Patriot's Day (the third Monday in April); Memorial Day (the last Monday in May); Juneteenth (June 19); Labor Day (the first Monday in September); Columbus Day (the second Monday in October); Veteran's Day (November 11); Thanksgiving Day; Firefighters' memorial Sunday (the second Sunday in June); and Martin Luther King, Jr.'s Birthday (the third Monday in January). This Section will also apply to any additional legal holidays created by the General Court.

#### Section 2.

In addition to any other regular or premium compensation to which they are entitled in accordance with the provision of this Agreement, inclusive of Section 1 of this Article, all employees who work during a day tour or night tour of duty commencing on or after 8:00AM on the Commonwealth of Massachusetts celebration day of any of the holidays referenced in Section 1 of this Article will receive one-half time the applicable hourly rate for all hours of such work provided that, for each such holiday, no employees will receive compensation pursuant to this Section greater than the equivalent of one-half time a complete day tour or a complete night tour of duty.

For employees working the non-rotating tour shift schedule the following are the recognized holidays to which the Section 2 premium pay provisions apply: Washington's Birthday; Patriot's Day; Columbus Day; and Martin Luther King, Jr. Day.

Employees who work during the Christmas Eve holiday tour (December 24, commencing at 6:00 PM – December 25, ending at 8:00 AM.), shall receive the Premium Holiday Pay for that shift.

### **ARTICLE XXXIV**

#### **COURT TIME**

Any firefighter on duty, or on vacation, or on a day off, who attends as a witness for the Commonwealth in a criminal matter in any case pending in the District Court, Juvenile Court, or in a Superior Court, or before any Grand Jury proceedings, shall be allowed time off from duty or shall be paid therefore if not on duty. When appearing as a

witness, a minimum of three (3) hours shall be allowed, but when appearing only to sign a compliant, etc., the present practice of one (1) hour shall be allowed. The rate of pay for court time shall be at time and one-half (1 ½) rate. This Article also is applicable to civil court matters relating to Fire Department affairs providing the Employer is a participant in such matters.

## **ARTICLE XXXV**

### **SENIORITY**

#### **Section 1.**

Upon the occurrence of a permanent vacancy in a house, company position or duty assignment, notice of such vacancy will be posted by the Chief within seven (7) calendar days of the occurrence of the vacancy in all companies and offices by a form to be agreed upon by the Union and the Employer. The posting will be maintained for thirty (30) calendar days during which interested employees can apply in writing to the Chief, with a copy to the Union, to fill the vacancy.

For positions other than the “day positions” as defined below, immediately upon the close of the posting period, the senior most applicant in the rank of the prior incumbent, selected from a combined pool of employees who apply pursuant to this Section and employees who previously had placed on file written requests to transfer to the vacant house, company position or duty assignment, who has demonstrated basic capability to perform the work in question, as determined by the Fire Chief, will be awarded the vacancy.

For “day positions”, as defined below, immediately upon the close of the posting period the Employer shall select an applicant from a combined pool of employees who apply pursuant to this Section and employees who previously had placed on file written requests to transfer to the position. The Employer shall consider the applicants’ qualifications and ability to perform the job. In the event that there is more than one applicant and their qualifications and ability to perform the job are equal, seniority shall be the deciding factor. The City has issued job descriptions which shall be posted and maintained on all stations bulletin boards to inform employees of the essential duties and responsibilities of all positions subject to this paragraph numbered 3. In analyzing the

“equal” standard of this paragraph, the sole context shall be the essential duties, and essential responsibilities, qualifications, requirements, education, and physical requirements as specifically identified in the job descriptions. The Chief and Human Relations Director shall review and update job descriptions on an annual basis (or as needed) based on changes required by National and State Fire Standards. Current employees would be granted training necessary to meet these requirements.

On the first day of each month following the posting of a given vacancy for thirty (30) days, the same vacancy, if remaining unfilled by an applicant pursuant to the provisions of paragraph one of this Section, shall be reposted for filling for another thirty (30) day period pursuant to the procedures and provisions of paragraph one of this Section.

#### Section 2.

During the posting period, the Employer temporarily can fill the vacancy.

#### Section 3.

Where no employees have applied for a vacancy pursuant to the procedures and provisions of Section 1 of this Article, the vacancy will be filled by the least senior employee in the appropriate rank who has demonstrated basic capability to perform the work in question as determined by the Fire Chief.

#### Section 4.

Employees with less than one (1) year of service are ineligible to participate in the Section 1 bidding procedure.

#### Section 5.

The Fire Chief shall exercise the discretion provided by the foregoing in a reasonable and non-arbitrary manner. For positions other than “day positions”, as defined below, where basic capability is relatively parallel, seniority will govern the selection.

#### Section 6.

“Day positions” shall include Fire prevention, Training Officer, Public Education Officer, EMS Coordinator, HAZ-MAT Coordinator, MIS Coordinator, and Arson. In the event that new titles are created by the Employer which the Employer considers day

positions, it shall so notify the Union. The parties will discuss whether such new titles shall be considered day positions for purposes of this Article. If the parties are unable to agree, the union may request arbitration in accordance with the grievance procedure set forth in the Agreement. In deciding whether or not additional title(s) should be added to the list of titles above, the Arbitrator shall base the decision on whether or not the nature and character of the new title(s) is consistent with the nature and character of the titles already listed, and on other appropriate factors.

## **ARTICLE XXXVI**

### **PERSONAL LEAVE**

Employees will be allowed to take as personal leave three (3) tours of duty, with pay, annually. An employee's use of three (3) such personal leave shifts shall not result in any deduction from the employee's accumulated sick leave. Prior to the taking of each such personal leave tour, the employee will provide the Fire Department with notice by 1600hr (4pm) before the tour of duty involved in the leave; provided, however, that such notice need not include the reason for the requested leave.

In cases of emergency, the employee need only provide the Department with as much advance notice of the taking of personal leave as is practicable under the circumstances.

Employees can accumulate from year to year unused personal leave tours of duty and such accumulated tours can be taken in accordance with the deduction and notice provisions of this Article; provided, however, that such accumulation cannot exceed a total of six (6) of such unused personal leave tours.

Employees can take their personal leave entitlement as provided herein upon giving the Fire Department notice as follows: no later than 6:30 AM immediately prior to a day tour to be taken as a personal leave tour and no later than 4:00 PM immediately prior to a night tour to be taken as a personal leave tour. Such notice requirements shall be inapplicable in unforeseen circumstances.

Employees shall accrue personal time on January 1st of each year provided that in the first year of implementation personnel shall be allowed to carry personal time until June 30, 2012.

Eight (8) employees can be on vacation and personal leave on any given tour.

## **ARTICLE XXXVII**

### **OUT OF GRADE COMPENSATION**

#### **Section 1.**

When the officer assigned to the unit is absent for one (1) tour or more, on and after the first tour of such absence the employee permanently ranked as Firefighter will be compensated at the rate of the lieutenant rank for the full duration of such officer absence provided that the employee accepting such out of grade compensation performs all assigned responsibilities of such high rank.

#### **Section 2.**

Employees can decline to accept an out of grade assignment.

#### **Section 3.**

Selection of employees to serve out of grade will be made as follows: To fill company officer vacancies, the senior most employee from the units in the company where the vacancy exists will be selected.

The parties agree to continue in the prior practice in the implementation of the Section, including the present application of the overtime opportunity distribution system as between officers and firefighters.

#### **Section 4.**

When the Company Captain is absent for one (1) calendar week or more, the Company's Senior Lieutenant who serves as the Company Captain will be compensated at the rate of the Captain's rank for the full duration of the Captain's absence will full retroactively of such compensation to the first tour of the Captain's absence. No change of unit assignment will be involved and the provisions of Section 1 of this Article will apply to the officer fill-in on the Captain's unit.

#### **Section 5.**

When the Deputy Fire Chief is absent for a period which is reasonably expected to last at least on month, the senior captain in the rank will act as deputy and will be compensated at the rate of the Deputy Fire Chief.

#### **Section 6.**

An employee must have a minimum of one (1) year of seniority in the Lowell Fire Department and must have graduated from the Massachusetts Fire Academy to be eligible for temporary service in a higher rank and receipt of out of grade compensation for such service; provided, however, that employees having five (5) or more years of seniority in the Lowell Fire Department shall be exempt from the Fire Academy graduation eligibility standard for out-of-grade service and compensation. Employees detailed to another company who serve out-of-grade shall be entitled to the inter-Apparatus Detail Compensation benefit as provided above in addition to the out of grade compensation.

## **ARTICLE XXXVIII**

### **SUBSTANCE ABUSE PROGRAM**

#### **Section 1. – Purpose and Definition:**

The purpose of this program is to (1) protect the safety of the public where the unsafe performance of an incumbent under the influence of drugs could result in death or injury to self or others and (2) help prevent accidents and injuries from occurring in the workplace. The provision of the Substance Abuse Program shall become effective and applicable to bargaining unit employees 30 days following the execution date of this agreement.

Controlled substances shall include: amphetamines, opiates, phencyclidine, cocaine, as well as any drug not approved for medical use by the Drug Enforcement Administration or the Food and Drug Administration. Marijuana will not be tested under the current Policy; however, in the event that Massachusetts law changes such that marijuana is illegal, then marijuana shall fall under controlled substances governed by this policy; further, if testing for marijuana improves such that marijuana-related impairment may be accurately measured, the parties agree to discuss inclusion of marijuana in this policy.

Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance resulting in an employee's being impaired for duty, during any tour of duty, whether

observed by the employer or reported by the employee, shall result in the employee's being relieved from duty.

This policy shall refer to instances of drug abuse that are documented but have not caused any incidents which cause harm to persons or property. If there are drug-related infractions of other City procedures or policies, discipline will be imposed separately. The Union will be immediately notified and updated throughout every step of the Substance Abuse Program (Art. XXXVIII).

Section 2. – Probationary Firefighters Only:

Regardless of Section I above, effective upon signing the contract, probationary firefighters in this department shall be subject to drug screenings, upon order of the Fire Chief or his designee, at three unannounced times during that period of probation, or for reasonable suspicion, or following an accident. These screenings shall be accomplished by means of urine analysis taken by the collection site as agreed to by the parties. Should the results of such analysis be positive, (see Section 1. for definition) it shall be a basis for termination of employment with the Lowell Fire Department. The procedure for testing is within Section 4 below. There will be no grievance rights for probationary firefighters.

Section 3. – Prohibitions:

Any covered employee who is impaired, not fit for duty, or otherwise under the influence of a prohibited substance shall be removed from duty.

Employees refusing to submit to a drug test by way of providing inadequate urine (at least 45 milliliter without providing valid medical explanation), obstructing the testing process, attempting to tamper or alter a specimen, failing to provide a photo identification for testing, refusing to sign the certification that the specimen is the individual's or release form authorizing collection; or refusing to be tested, will be removed from duty immediately. Such refusal shall be deemed a positive test result.

Section 4. – Testing Procedure (Probationary and Probable Cause)

The parties shall select a drug-testing collection site located in the City of Lowell or its environs certified by the Department of Health and Human Services to collect employee urine specimens and to conduct testing by analysis of such urine specimens for

the presence of controlled substances. Such laboratory shall ensure that samples are accurately and properly attributed to the involved employee.

The urine specimen collection procedure shall be conducted with proper regard for confidentiality to the maximum extent feasible. At the involved employee's request, a representative of Local 853 may be present at the specimen collection as an observer only, as long as there is no interference with testing and no break in custody. Specimen collection shall take place only during an employee's regular schedule hours of duty. The employee will be transported to the collection site by a Deputy Chief or if one is not available, by a patrolman. If the employee is unable to operate a motor vehicle, the employee will be required to contract separate transportation to return home.

Collection Process: Specimens will be sub divided into two samples, a primary and split sample. If the screening test is positive for one or more of the controlled substances, then a confirmation test must be performed using gas chromatography/mass spectrometry (GC/MS) analysis. All such tests shall be reviewed by a physician (Medical Review Officer, "MRO") before they are reported to the City. If the result is positive, the MRO will consult with the employee and allow an opportunity to discuss the test result with him or her. An employee who questions a positive test result may request the MRO to perform a second (separate) test of the original Specimen at another DHH control lab. All costs for the second test are paid by the employee unless the second test produces a negative result. The employee's request for a split specimen test must be made to the MRO within seventy-two (72) hours of the notice of the initial test results. Requests after seventy-two hours will only be accepted if the delay was beyond the control of the employee and the reason for such delay is acceptable to the MRO.

The MRO shall be a licensed physician with knowledge of substance abuse disorders and with the ability to interpret and evaluate drug test results in conjunction with an employees' medical history and any other relevant biomedical information. All drug tests will be reviewed and interpreted by the MRO before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. There are some legitimate medical explanations for

positive test results. If the MRO determines that the positive result is from some legitimate use, the test will be reported to the City as a negative result with a written explanation from the MRO. This Medical Review Officer shall be selected by the City and the City will notify Local 853 on or before January 1st of each calendar year of any change in the MRO. All oral and documentary information provided to the Medical Review Officer by the employee or pursuant to the employee's authorization shall be treated by such Medical Review Officer as confidential to the maximum extent feasible.

Section 5. – When Controlled Substance Testing Shall be Required:

A. Probable Cause Testing

Whenever the Chief or Deputy Chief has probable cause to conclude that an on duty employee is impaired because of use of any controlled substances, the employee will be required immediately to submit to controlled substance testing.

Before testing is administered by the collection of urine samples, the following conditions must be satisfied:

1. The judgment or observations of at least one witness in addition to the judgment or observation of the person making the probable cause determination/reporting the probable cause determination. Referral for testing based on probable cause will be made on the basis of available facts or circumstances which are consistent with the long or short-term effects of substance abuse. By June 30, 2020, the parties will work together to create a checklist to facilitate accurate and objective reporting of probable cause.
2. Only the City manager, Assistant City manager, Human Relations Director, Fire Chief or Deputy Chief can order an employee to submit to substance abuse testing.

Within 48 hours of testing:

1. A detailed basis for the probable cause conclusion must be documented in written executed reports by the managerial person(s) reaching such conclusion.
2. Copies of all written reports and orders are to be given to the involved Employee and, to the President of Local 853.

Upon submitting to the test, the employee shall be placed on administrative leave pending satisfaction of post testing procedures as provided in this article. The employee may use accrued leave (if such leave is available) or the union sick bank (if such use is approved) for this purpose; however, if no such leave is available or approved the leave will be unpaid. The City will restore sick leave if the result is later determined to be negative.

The involved employee shall be given copies of all documentation relating to the testing, the testing analysis, and the results of the testing. At the involved employee's written request, copies of all such information shall be given to the president of Local 853.

An employee shall be on leave during all aspects of the testing procedure, including the independent laboratory testing of the split sample at the employee's request.

The Collection process for probable cause testing is as-outlined in Section 4.

**B. Random Drug Testing**

- (a) Random on-duty testing will be conducted throughout the year, although the days of the week and the times of the day when testing is conducted and the number of employees tested in any given week will vary.
- (b) The Department may test at a rate of 34% of the workforce population annually. On each testing occasion a random selection will be made from the totality of the workforce; consequently, it is possible that the same employee is tested multiple times annually.
- (c) The City shall create a list of employees who will be subject to random testing. Each employee will be assigned to a group based on his/her work location or work group. Each identified group will be known as a "Testing Group." For example, the City may create a Testing Group by identifying particular fire houses, pieces of equipment, or combinations thereof, together with a particular work group assigned to that house or equipment. The City may combine locations or pieces of equipment to create a Testing Group. It is currently anticipated that there will be fourteen (14) Testing Groups within the Fire Department, corresponding to thirteen (13) Individual Companies and one (1) group consisting of staff positions and deputies; however, regardless of whether the number of Testing Groups remains at 14, the City shall attempt to create Testing Groups of relatively the same number of employees, but the actual composition of

each Testing Group shall be at the City's discretion. Employees on modified duty shall be included in Testing Groups.

- (d) The City will give the Union thirty (30) days' notice of the creation the testing initial testing groups, with an opportunity for the Union to comment on the groups. The City may change or modify Testing Groups at its discretion, provided it gives the Union thirty (30) days' notice of such change.
- (e) The City shall use an established independent third-party contractor(s) which has clients subject to USDOT- regulated testing ("Contractor") to select the Testing Groups subject to testing and administer the testing process. The City shall give the Contractor a list of the number of employees to be tested and the Testing Groups. The Contractor shall use a scientifically valid, tamper-resistant, computer-generated random number selection method to determine which Testing Groups shall be tested. This list will be in effect for a seven (7) day period from Monday through Sunday. During the week for which it is generated, neither the City nor the Contractor shall provide the Department with a copy of the list; however, the City shall make best efforts to provide the Union with a copy of the list within two business days following the week ending the administration of the tests and, in any event, not later than 5 business days.
- (f) The following process shall be repeated on each day in which the Department conducts random testing: The Contractor shall advise the Human Relations Manager of the Testing Group(s) selected for random testing and the dates and times of such testing. Subject to the operating needs of the Department, all of the employees of the selected Testing Group shall be tested. If an employee within a Testing Group is not on duty on a particular day, the employee will remain on the list for the duration of the seven (7) day period that the list is effective, and may be tested the next time that employee is on duty.
- (g) When the Human Relations Manager has been informed by the Contractor that testing will be conducted on a given day, the HR Manager will inform the Chief or Deputy Chief that testing of that Testing Group will take place.

- (h) The Contractor will perform all testing on-site at the Testing Group company site, using mobile equipment that will be provided and transported by the Contractor. Samples shall be collected at that testing site.
- (i) As soon as practical after the Contractor arrives at the Testing Group site, but not before the employees on the tour report for duty, the Chief or Deputy Chief shall inform the company officer(s) that the employees on duty will be tested on the tour. The officer(s) shall then inform the employees that the employees will be tested on that tour. All employees of a Testing Group on duty, regardless whether an employee in another Testing Group has swapped into that group for the shift and regardless of whether an employee from another Testing Group has been detailed into that Testing Group or is otherwise working in that Testing Group that day, shall be tested when a Testing Group is selected for testing. The fact that an employee from one Testing Group was subject to testing while swapping into, being detailed into or otherwise working in another Testing Group on the day such other Testing Group was tested will not excuse the employee from random testing in that employee's own or any other Testing Group when his/her own group, or any Group into which she/he swapped or was detailed or otherwise assigned, is tested.
- (j) If a Testing Group consists of employees assigned to fire suppression equipment, the particular fire house(s) subject to testing will be placed out of service for the duration of the testing process.
- (k) No employee will be allowed to reschedule testing, nor will any employee be allowed to take sick time or leave work to avoid testing. If such employee leaves the worksite, without authorization, without complying with the requirement to be tested, the employee shall be treated as if he tested positive for a controlled substance.
- (l) If a selected employee or Testing Group is at an active incident, the Department will delay testing until the incident is cleared and the unit(s) has returned to its assigned work location. All random testing shall be scheduled with due consideration for the operational needs of the Department.
- (m) The collection and analysis process for random drug testing shall be as set forth above under Section 4 "collection process."

Section 6. – Consequences of Positive Controlled Substance Testing:

In the event of a positive controlled substance test result, the following shall govern the consequences of any such positive test:

- (a) If the positive test is the first for the involved employee, the employee shall meet and confer with a Substance Abuse Professional (SAP). A Substance Abuse Professional is a licensed physician (a medical doctor or doctor of osteopathy), a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience with the diagnosis and treatment of drug and alcohol related disorders. The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving associated problems. Assessment by a SAP does not shield any employee from disciplinary action or guarantee employment or reinstatement with the City of Lowell; provided, however, that if there are no facts independent of the positive drug test regarding the employee's having violated any approved rule, regulation, law, or provision of this Agreement, the employee shall not be subject to discipline. The SAP, after such meeting, shall notify the employer and the union whether the employee is medically fit to return to duty or should submit to a medical course of treatment. The SAP shall issue a written rehabilitation program which is submitted to the City and the Union and to which both the City, Union, and the employee must agree. As the course of treatment progresses, the City and the Union must receive ongoing reports from the employee and/or the SAP to determine whether the employee is following the SAP's recommendation course of treatment. If the employee is unable to return to work, the employee may use accrued leave (if such leave is available) or the union sick bank (if such use is approved) for rehabilitation purposes; if no such leave is available or approved the leave will be unpaid.
- (b) If, after a positive test result, an employee is allowed to return to duty, the employee must properly follow the rehabilitation program prescribed by the SAP, pass return to duty drug testing, and shall be subject to additional testing described below.

- (c) After a positive drug test, an employee must agree to sign a release form allowing the City information to confirm that the employee is adhering to the prescribed program. An employee who fails to cooperate and continue the prescribed treatment of the SAP will be subject to termination; provided, however, that an employee who reasonably cooperates in and reasonably continues the prescribed treatment of the SAP but who believes he/she is unable successfully to complete the program will notify the City of the reason(s) therefore and such employee can request that he/she be afforded a second opportunity for such participation and successful completion, which request the City will not unreasonably deny. Irrespective of possible criminal and/or civil proceedings which may arise as a result of prohibited drug use or misuse and subject to the fourth sentence of sub-paragraph "a" of this Section, the City of Lowell reserves the right to apply administrative penalties and sanctions against an employee who violates any approved work rule, regulation, or Collective Bargaining Agreement encompassed by this Program.
- (d) Any employee who tests positive but who returns to duty shall, in addition to properly following any SAP program and passing a return-to-work drug test, be subject to four unannounced drug tests, one per quarter or at intervals recommended by the SAP, whichever is greater, from date of return to duty for a period of twelve months. Following the twelve month period the employee shall be subject to drug testing as otherwise provided in this program.
- (e) After a positive drug test, if the employee again tests positive within seven (7) years (second positive test within seven year period), the employee shall be subject to the following discipline: two week unpaid suspension and a Last Chance Agreement stating that if the employee has a third positive test within the seven-year period they will be terminated. He or she shall also be subject to additional unannounced testing for a period of two years from the date of the second positive result.
- (f) If the employee again tests positive within seven (7) years (third positive test within seven year period), the employee shall be terminated.
- (g) After seven years in which no positive test is obtained, the employee will be treated as if any offense were the first offense.

- (h) Local 853 may submit to expedite final and binding arbitration pursuant to the voluntary expedited labor arbitration rules of the American Arbitration Association regarding any issue as to the employer's compliance.

Section 7. – Self-Reporting and Safe Harbor

Employees who voluntarily seek substance abuse treatment for drugs and who notify the Fire Chief prior to being tested will not be subject to disciplinary action if they agree to enter into a rehabilitation program as set forth under Section 6(a). The Safe Harbor option will be available to each employee once during his/her career with the Lowell Fire Department and will not be considered a positive test. He/she will be required to complete a rehabilitation program and have a negative urine test prior to returning to work. Safe harbor cannot be claimed once an employee evaluation for probable cause has begun, and it cannot be claimed following an initial positive random drug test under the procedure outlined in section 5B.

Section 8. – Exposures:

- (a) Due to the fact that Firefighters are frequently exposed to illegal and hazardous substances in the course of their regular duties, any potential exposure shall be documented and taken into consideration for testing purposes.
- (b) The City will review police records to investigate whether an employee who has tested positive for illegal substances has, within the prior month, experienced a work-related exposure to the type of substance for which he or she tested positive.
- (c) If the employee is aware of such work-related exposure, he or she must immediately bring that to the City's attention.
- (d) If Firefighters report to an emergency call at which any Police agency determines that drugs were present; the Department and the Union shall be notified.

Section 9. – Employee Assistance Program:

The employer has established an Employee Assistance Program (EAP). Employees shall be informed of the Employee Assistance Program and shall be encouraged to avail

themselves of such program. The guiding feature of the EAP has always been complete confidentiality unless this is agreed to as part of a rehabilitation program wherein reports to the employer must be made to determine compliance with rehabilitation.

Section 10. – Confidentiality of Records:

All records and documentation regarding implementation provisions of this article shall be maintained by the employer with confidentiality to the maximum extent feasible. Access to such records and documentation shall be limited to the employee, to the President of Local 853, to the Fire Chief, to the medical Review Officer, and to the City Manager and the City's Human Relations Director (provided that the City Manager shall be entitled to substitute another City representative in lieu of the Human Relations Director upon notification to the union of such substitution); provided, however, that such records and documentation can be referenced and utilized in any grievance and arbitration resulting from this article. All such records and documentation shall be maintained in a secure file other than any general personnel file. Employees who test positive one, need to have this information in a separate Fire Department file so that a determination on second test is triggered.

Section 11. – Mandatory Training:

There will be mandatory substance awareness training for all covered employees held during employees' working hours and additional supervisory training to assist in detecting signs and symptoms of drug use for probable cause testing.

All employees will receive a copy of this policy and sign confirming receipt of same.

**ARTICLE XXXIX**

**INFECTIOUS/CONTAGIOUS DISEASE**

A member of the bargaining unit whose regular duty or whose specific duty on a given tour exposes him/her to close contact, with a person who is known (or later established) with reasonable certainty to have had a contagious disease at the time of such contact, in a fire rescue, EMS, or similar context, and which member contracts the same

contagious disease within a scientifically defined reasonable time period after performance of such duty, shall be presumed for purposes of injury leave entitlement to have contracted such disease in the performance of such duty. Such presumption shall be rebuttable and shall be applied on a case by case basis. The term “contagious disease” shall mean only the diseases of HIV, tuberculosis or hepatitis.

## ARTICLE XL

### MISCELLANEOUS PROVISIONS

#### Section 1.

Should any provision of this Agreement be found to be in violation of any Federal or State Law, or Civil Service Rule by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties immediately will meet to negotiate on such provision.

If there is a conflict between matters covered by this Agreement, any municipal personnel ordinance, rules or regulations or certain General Laws, specified in Chapter 150E, Section 7, the terms of this Agreement shall prevail.

#### Section 2.

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, and that such persons shall receive the full protection of this Agreement.

#### Section 3.

The Employer agrees to appropriate such funds and at such times as are necessary to implement this agreement.

#### Section 4.

Employees will be granted loss of pay status or a leave of absence without pay only upon permission of the Fire Chief; provided, however, that such loss of pay or absence without pay status shall not relieve the City of the obligations set forth in Article XV, Section 1.

#### Section 5.

All employees hired into the bargaining unit after October of 1996 shall be required to comply with such wellness standards as are established by the Department of Personnel Administration of the Commonwealth of Massachusetts.

Section 6.

The Union agrees to the City's implementation of Chapter 252 – Acts of 1998 – Early Intervention, to address issues relating to employee injury leave; provided, however, that nothing in the City's early intervention program shall require an employee on injury leave to work a light duty assignment.

Section 7.

All outside details and company overtime records shall be available for inspection by the Union President, Vice President, Secretary/Treasurer, and Company captains at all times.

Section 8.

Employees are encouraged to use departmental computers to familiarize themselves with departmental electronic correspondence.

Section 9.

The parties agree that the Union's Honor Guard be granted compensatory time when used at City events.

Section 10.

There is a 25 mile radius, regardless of state borders for members of the bargaining unit. With cause, the City Manager may impose restrictions consistent with the law if just cause is shown. The decision by the City is subject to all provisions afforded the union through the bargained method of dispute resolution. If said restriction is upheld, any member currently a member of the Lowell Fire Department will be grandfathered and the restriction will be enforced on future employees.

Section 11.

Union agrees to transition from the current Larrimore payroll reporting system to the MUNIS system. The Union and the City agree to complete a full reconciliation of all current Union members' payroll records between Larimore and MUNIS on or before June 30, 2020. In the event that any dispute arises from the reconciliation, a committee comprised

of the City Manager or his/her designee, the Auditor or his/ her designee, the Fire Chief or his/her designee, the Chief Financial Officer or his/her designee, the Human Relations Director or his/ her designee, and the Union President or his/ her designee shall meet, forthwith, to review and resolve any such disputes prior to June 30, 2020. Beginning on July 1, 2020, the Union agrees that the MUNIS payroll system shall be the official record of all Union members' accruals.

## **ARTICLE XLI**

### **DURATION**

#### **Section 1.**

This Agreement shall be effective, according to its terms, on July 1, 2021 and shall terminate, according to its terms, including the various effective dates provided herein, subject to the provisions of Article XV, and subject to Section 5 of this Article, on June 30, 2024.

#### **Section 2.**

Full application of and full enforceability of all provisions of this Agreement pursuant to the effective dates of such provisions as set forth in this Agreement will not be impeded by either the execution date of this Agreement or any provision of Article XLI.

#### **Section 3.**

Any modification of this Agreement during its terms must be reduced to writing and executed by authorized representatives of both parties.

#### **Section 4.**

Either party wishing to negotiate a successor agreement to this contract must give notice of such desire. Upon receipt of such notice, the parties forthwith will commence negotiations.

#### **Section 5.**

All terms and provisions of this Agreement will remain in full force and effect until a successor contract is agreed upon, executed, and implemented according to its terms.

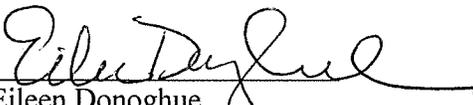
#### **Section 6.**

This contract faithfully represents the efforts of all previous collective bargaining agreements and any and all subsequently negotiated amendments and memorandums of agreement. As such, this contract will be the sole negotiating document referred to in future negotiations between the City and the collective bargaining unit.

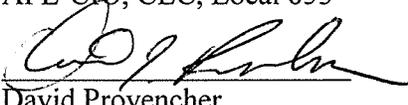
No party waives his or her rights pursuant to agreements fully executed but erroneously omitted from this contract as a result of integration.

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be executed by their duly authorized representatives this 4<sup>th</sup> day of March, 2022.

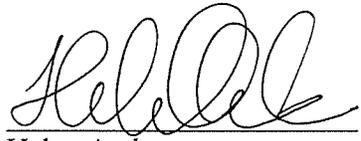
CITY OF LOWELL

  
Eileen Donoghue

International Association of Firefighters,  
AFL-CIO, CLC, Local 853

  
David Provencher

APPROVED AS TO FORM:

  
Helen Anderson  
Assistant City Solicitor

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\_\_\_\_\_  
\_\_\_\_\_  
Union Representatives

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOWELL AND  
THE LOWELL FIREFIGHTERS UNION, IAFF LOCAL 853**

**RE: COLLECTIVE BARGAINING AGREEMENT  
FOR JULY 1, 2024 – JUNE 30, 2027**

The City of Lowell (“City”) and the International Association of Firefighters, Local 853 (“Union”) hereby agree to the following terms and conditions of this Memorandum of Understanding:

**1. Salary**

- a. Year 1 (July 1, 2024 – June 30, 2025)
  - i. There shall be a 4% increase in salary for all employees in the Union, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.
- b. Year 2 (July 1, 2025 – June 30, 2026)
  - i. There shall be a 3% increase in salary for all employees in the Union, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.
- c. Year 3 (July 1, 2026 – June 30, 2027)
  - i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.

**2. Arbitration:** Substitute the American Arbitration Association for the Department of Labor Relations as the sole venue for arbitration.

**3. Light Duty Positions:** Strike the sentence “No member shall be required to perform light duty if there is no light duty bargaining unit work available” from the second paragraph of Article XXIX(B).

**4. Personal Leave:** Union members can take their personal leave entitlement upon giving notice no later than 7:00AM immediately prior to a day tour.

**5. Bid Cycle:** Postings for vacancies will be maintained for twenty-eight (28) days.

**6. Night Tour and Weekend Differential**

- a. Year 1 (July 1, 2024 – June 30, 2025)
  - i. There shall be a 1% increase in night tour and weekend differential for all employees in the Union, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.
- b. Year 2 (July 1, 2025 – June 30, 2026)
  - i. There shall be a 1% increase in night tour and weekend differential for all employees in the Union, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.
- c. Year 3 (July 1, 2026 – June 30, 2027)

- i. There shall be a 1% increase in night tour and weekend differential for all employees in the Union, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.

**7. EMT Certification**

- a. Year 1 (July 1, 2024 – June 30, 2025)
  - i. The percentage increase in base compensation for acquiring and maintaining certification as an Emergency Medical Technician shall increase by 1.09%, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.
- b. Year 2 (July 1, 2025 – June 30, 2026)
  - i. The percentage increase in base compensation for acquiring and maintaining certification as an Emergency Medical Technician shall increase by 1%, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.
- c. Year 3 (July 1, 2026 – June 30, 2027)
  - i. The percentage increase in base compensation for acquiring and maintaining certification as an Emergency Medical Technician shall increase by 1% , effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.

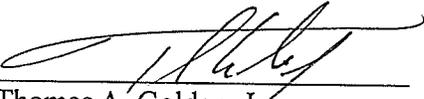
**8. Contract Provisions**

- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive, integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
- b. Except as modified herein, all provisions of the present, existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 10 day of JUNE, 2024.

CITY OF LOWELL

IAFF, Local 853



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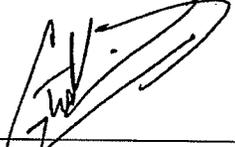
Thomas A. Golden, Jr.  
City Manager



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Anthony Leite  
President

APPROVED AS TO FORM



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Corey E. Williams  
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and Local 853, International Association of Firefighters, AFL-CIO ("UNION"), covering the period of July 1, 2024 through June 30, 2027.

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In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and Local 853 ("UNION"), covering the period July 1, 2024 through June 30, 2027 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and Local 853, which Memorandum covers the items negotiated over the past few months with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to Local 853; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and Local 853, International Association of Firefighters, AFL-CIO ("Local 853"), covering the period July 1, 2024 through June 30, 2027, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

In City Council June 25, 2024, Read twice and adopted on roll call vote 11 yeas. So Voted./s/Angela Gitschier, Assistant City Clerk

Approved by City Manager Thomas A. Golden, Jr. June 26, 2024.

A true copy

ATTEST:

  
Angela Gitschier  
Assistant City Clerk