

Agreement

Between

Town of Halifax

And

Local 3159, I.A.F.F.

July 1, 2019 through June 30, 2022

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws, this Agreement is made and entered into by and between the Town of Halifax, hereinafter referred to as the "Town," and Local 3159, International Association of Firefighters AFL, CIO, CLC, hereinafter referred to as the "Union." It has as its purpose the promotion of harmonious relations between the Town and Union, the mutual efforts and cooperation of the parties to establish an efficient and effective Department, the establishment of equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

Now, therefore, in consideration of their mutual promises and agreement herein contained, the parties hereto mutually covenant and agree as follows.

ARTICLE I RECOGNITION

The Town recognizes the Union as the sole and exclusive collective bargaining agent, with respect to wages, hours, and other conditions of employment for all full-time Firefighter/Paramedics, Lieutenant/Paramedics, and Captain/Paramedics, excluding the Fire Chief, Call Firefighters, and other employees of the Town.

ARTICLE II STABILITY OF AGREEMENT

Section 1. No provision of this agreement may be modified or waived except by written agreement by both the Town and the Union.

Section 2. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing statute or by any decree of a court of competent jurisdiction, all other provisions shall not be affected and shall remain in full force and effect.

ARTICLE III
EMPLOYER RIGHTS

Section 1. The Union recognizes the Town as a corporate body with all of the powers, privileges and responsibilities conferred on it by the Commonwealth of Massachusetts. Unless an express, specific provision of this Agreement clearly provides otherwise, the Employer, acting through the Fire Chief or other appropriate official as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department. By way of example but not limitation, said rights retained by management include the right:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology for performing them;
- to determine the numbers and types of positions or employees assigned to a work project, or to any location, task, building, vehicle, station or facility;

- to determine use, assignments, make up, training, and number of Call Firefighters;
- to determine the methods, means and personnel by which the Department's operations are to be carried out including the right to determine whether certain operations continue to be performed by Department personnel or be discontinued in whole or in part by the Department and/or its employees;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications to perform work including physical, intellectual, and mental health qualifications;

- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Section 2. It is understood and agreed by the parties hereto that the Employer does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract including, but not limited to, the requirement that supervisory employees evaluate the employees they supervise, that said responsibilities and obligations are to be determined by the Employer except insofar as they may be specifically described herein, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

Section 3. The Fire Chief may adopt and enforce rules and regulations for the operation of the Fire Department, the manner and method of performing work, production standards and attendance, and the conduct of employees. The Union agrees to assist the Employer in upholding and enforcing the rules and regulations concerning productivity, punctual and steady attendance, proper and sufficient notice to the Department in case of necessary absence, conduct on the job and other rules and regulations established by the Employer necessary for the conduct of its business.

**ARTICLE IV
VACATIONS**

Section 1. For members of the bargaining unit, vacation time will be accrued based on years of continuous service as a full-time firefighter/Paramedic of the Halifax Fire Department. Vacation accrual shall not begin until the 1st day of the month following the start of employment unless the start of employment is on the 1st day of the month. Vacation time will be accrued as follows:

Years of Services	Monthly Vacation Earned
Start Date to end of 5 th year	7.00 hrs
Start of 6 th year to end of 10 th year	10.50 hrs
Start of 11 th year to end of 15 th year	14.00 hrs
Start of 16 th year	14.70 hrs
Start of 17 th year	15.40 hrs
Start of 18 th year	16.10 hrs
Start of 19 th year	16.80 hrs
Start of 20 th year and subsequent years	17.50 hrs

An employee must work six full consecutive calendar months to be eligible to use his/her vacation accrual.

Section 2. Employees may, at the end of each fiscal year, carry over to the next fiscal year the number of hours they have accrued during that fiscal year. An employee shall accrue the vacation benefit set out in Article IV, Section 1 for each month the employee works more than half of the employee's scheduled work hours. Past accruals shall be frozen and may not be used until the employee returns from any leave.

Section 3. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay the employee would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 4. Vacation requests shall be submitted by May 1st for the following fiscal year. Where more than one employee requests the same vacation period on or before May 1st, the senior employee will be given preference. Vacation requests received after May 1st will be given preference by order of receipt and then by seniority where there are multiple requests for the same vacation.

Section 5. Vacation may be requested on a single tour basis and taken with the Chief's approval. Only one (1) employee per group will be permitted to schedule vacation and no more than two (2) employees will be permitted to schedule vacation at the same time.

ARTICLE V
SICK LEAVE

- Section 1.** Every permanent full-time employee covered by this agreement shall earn and be credited with paid sick leave at the rate of ten and one-half (10.5) hours for each month of actual service. An employee will begin accumulating sick leave on the first day of employment but may not utilize sick leave until completing one hundred eighty (180) days of continuous service for the Employer as a full-time firefighter/Paramedic.
- Section 2.** Sick leave may be accumulated to a maximum of one thousand six hundred (1600) hours. No employee shall lose time already accumulated as sick time, as of the date of execution of this Agreement.
- Section 3.** An employee shall be entitled to sick leave without loss of pay where absences are caused by personal injury or illness. However, in order to qualify for sick leave, the employee must notify his immediate superior of his absence and cause thereof two (2) hours before the start of his shift or as soon thereafter as practicable.
- Section 4.** The Fire Chief, at the Fire Chief's discretion, may require an employee to submit satisfactory proof of illness (physician's certificate verifying inability to work the absent hours) from an employee who has taken a portion or all of three (3) consecutive shifts of sick leave or a portion or all of five (5) shifts in a three (3) month period. A shift is defined as either a (ten) 10 hour day shift or a (fourteen) 14 hour night shift. The Fire Chief may also investigate and/or request a doctor's certificate for absences less than three (3) shifts when there exists a pattern of sick leave abuse, such as by way of example and not limitation, absences on the

scheduled work day preceding or following scheduled days off, holidays, vacation periods or under such circumstances where the Chief has reason to suspect a pattern or specific incident of sick leave abuse. All physical examinations required by the Town shall be paid for by the Town.

In addition, where an employee is absent from work due to illness or injury for a period of two (2) weeks or more, the Town has the right to have said employee examined, by a physician of the Town's choosing at the cost of the Town, regarding the employee's ability and fitness to return to duty as related to the absence of the employee.

Section 5. Any employee who uses no sick leave during the fiscal year shall receive a bonus to be the equivalent of forty (40) hours pay. Any employee who uses no more than ten (10) sick leave hours during the fiscal year shall receive a bonus to be the equivalent of thirty (30) hours pay. Any employee who uses no more than twenty (20) sick hours during the fiscal year shall receive a bonus to be the equivalent of twenty (20) hours pay. Any employee who uses no more than thirty (30) sick leave hours during the fiscal year shall receive a bonus to be the equivalent of ten (10) hours pay. Any bonus payment shall be deducted from the sick leave accrued and credited to the employee. Payment of the bonus shall not penalize the employee for bonuses in the future. An employee shall be eligible for the bonus only if the employee has been a member of the bargaining unit for the entirety of the fiscal year. The bonus shall be pro-rated based on the time worked and said time worked shall not include leave for injury-on-the-job (111F), military service, or any unpaid leave including but not limited to suspension without pay.

Section 6. SICK LEAVE BUY BACK - Any permanent full-time employee who was a member of this bargaining unit on July 12, 2011 and who retires after twenty (20) years of full-time service with the Halifax Fire Department, or any permanent full-time employee who is required to retire prior to his/her twenty 20 years of service with the Halifax Fire Department due to injury sustained on the job, for which he/she has been approved for 111F Benefits, shall be compensated for 25% of all unused, accumulated sick leave in accordance with the following provisions: The employee must notify the Fire Chief in writing on or before November 1 of the fiscal year prior to the fiscal year of intended retirement, giving the Chief the actual date of intended retirement. The employee cannot make this request twice. Computation of this benefit shall be based on 25% of the employee's unused accumulated sick leave or four hundred (400) hours, whichever is less, and shall be based on the employee's rate of pay at the time of retirement. Notification is waived for employees retiring as the result of 111F injuries or medical reasons. This compensation shall be paid at the last pay period immediately proceeding the actual effective date of retirement. Part-time service may be considered in accumulating full-time years (a year to be 2080 hours worked).

Section 7. After an employee has been warned that his or her sick leave absences have established a pattern of abuse or excessive use, subsequent absences may result in more serious discipline including possible termination.

ARTICLE VI
PERSONAL LEAVE

Section 1. Each employee covered by this Agreement with at least one year of continuous service will be allowed twenty-four (24) hours of personal leave per year. Said leave shall not be carried over from year to year.

Section 2. Employees assigned to work a 12-hour shift shall take personal leave in 12-hour increments. All other employees shall take personal leave in 10-hour or 14-hour increments.

ARTICLE VII
UNIFORM ALLOWANCE

Section 1. There shall, as of July 1, 2016, not be a separate uniform allowance. All members of the Union shall be responsible for the purchase of all necessary clothing and shall not be compensated by the Town for such purchases.

Section 2. The employee must maintain the required uniform items in good appearance and shall purchase necessary items at the direction of the Chief.

Section 3. Protective clothing such as helmets, fire coats, night hitches, gloves and boots shall be supplied, repaired or replaced as necessary by the Town.

ARTICLE VIII
BEREAVEMENT LEAVE

Section 1. In the event of death in the immediate family, i.e., spouse, child, stepchild, parent, parent of either spouse, grandchild, brother or sister, the employee will be granted a leave for a period of twenty-four (24) hours, without loss of pay. The employee shall be entitled to eight (8) hours of leave with pay in the event of death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepmother, stepfather, legal guardian, grandparent, aunt, uncle, nieces and nephews. Bereavement leave shall not be charged to sick leave or vacation leave and shall not be accumulative; the employee shall be paid for her/his regularly scheduled hours for that day. If the bereavement leave is taken on a day not scheduled as a workday for that employee, no benefit shall be granted. Employees who are entitled to take eight (8) hours of leave under this section, may, with the approval of the Fire Chief, take two (2) hours or six (6) hours of vacation leave or personal leave for the remaining portion of a ten (10) hour or fourteen (14) hour shift for which the employee has taken eight (8) hours of bereavement leave.

ARTICLE IX
HOURS OF WORK

Section 1. (a) Employees shall be assigned to a forty-two (42) hour average workweek over an eight (8) week cycle day, except for one tour of duty detailed in Section 4, as follows: Twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, one hundred twenty (120) hours off duty. Each twenty-four (24) hours shift shall begin at 8:00am and end at 8:00am the following day.

Employees working the 6:00am to 6:00pm twelve (12) hour shifts shall take said leaves in twelve (12) hour increments from 6:00am to 6:00pm.

Vacation leave (Article IV), sick leave (Article V), and personal leave (Article VI) shall be taken in either ten (10) hour increments, from 8:00am to 6:00pm or in fourteen (14) hour increments, from 6:00pm to 8:00am the following day.

(b) Employees may be assigned to work a five (5) day, Monday through Friday, administrative schedule with starting and quitting times varying from those in paragraph (a) for purposes of initial training at an academy or other legitimate business reasons.

(c) Employees will be assigned to a work group and the Fire Chief will provide at least two (2) weeks' notice on changing an employee's group. In an emergency situation, as determined by the Fire Chief, members may be required to work overtime.

(d) The Fire Chief reserves the right to make temporary changes in an employee's work schedule due to the needs of the service. The Chief shall provide reasonable notice under the circumstances when making such temporary changes.

(e) The Town reserves the right, in the interest of efficiency and optimum service, to modify the present work schedule or establish new work schedules in accordance with the provisions of M.G.L. Chapter 150E.

Section 2. Full-time employees will be permitted to substitute and exchange time with members of other shifts a maximum of four (4) times each month. The Fire Chief

has the discretion to allow additional shift substitutions and swaps. Substitutions or swaps shall not be at overtime rates or result in any added costs to the Town.

Section 3. The Town reserves the right to reopen Article IX, Section 1 of the Agreement on or after January 1, 2000 for the purpose of negotiating a change in hours and work schedule. The Town shall submit a written request with proposals to the Union and Mediator Brian Harrington. The Mediator shall conduct discussions for 30 days, subject to extension by mutual agreement. Failing to reach agreement, the Town reserves the right, in the interest of efficiency and optimum service, to modify the present work schedule or establish new work schedules. The intention of this Agreement is to conduct meaningful negotiations and to reach agreement on the proposals raised in the reopening.

Section 4. Notwithstanding the basic work schedule provided in Section 1(a) of this Article, two (2) Firefighter/Paramedics may be hired and assigned to work a 12-hour shift schedule with shifts starting at 6:00am and ending at 6:00pm over four (4) consecutive days on duty followed by four (4) consecutive days off duty. Within one year of being hired, these new Firefighter/Paramedics must become certified to the Firefighter I/II level at a state approved firefighting academy provided training and testing is available within that one-year timeframe. Should training and testing not be available for completion within one year of hire, the training and testing shall be completed as soon as available so as to enable certification as soon as possible.

ARTICLE X
OVERTIME

Section 1. All members of the bargaining unit may be required to work overtime as the need of the Town's Fire Department requires.

Section 2. All members of the bargaining unit required to work in excess of their regular tour of duty, as established under Article IX, Section 1 or under Article IX, Section 4, shall be paid for additional time worked at a rate equal to one and one-half times the member's straight time hourly rate of pay for the actual time worked. Time taken as sick leave shall not be included in determining overtime. For instance, for a workweek with regular tours totalling forty-eight (48) hours, overtime shall begin with the beginning of the forty-ninth (49th) hour worked not including any hours of sick leave taken during that workweek.

Vacant 6:00am to 6:00pm shifts will first be offered to members of the bargaining unit, then to qualified members of the call department (as defined in Appendix C) at the Fire Chief's discretion. This overtime protocol will also be used should vacancies result from those hired for the 6:00am to 6:00pm shift attending a firefighter academy as part of their regularly assigned shifts. Prior to any firefighter assigned to the 6:00am to 6:00pm working overtime to cover a vacancy on said shift, the 6:00am to 6:00pm overtime shall first be offered to all other members of the bargaining unit.

Section 3. All open, vacant, or overtime shifts resulting from a short-term absence (one expected to last no more than 14 (fourteen) consecutive calendar days) of a member of the bargaining unit shall be offered to the remaining members of the

unit by seniority before being offered to someone not in the bargaining unit.

Filling of long-term vacancies (over 14 (fourteen) consecutive calendar days) shall be at the discretion of the Chief. At the discretion of the Chief, all twenty-four (24) hour shifts may be filled in two parts, for ten (10) hours from 8:00am to 6:00pm and for fourteen (14) hours from 6:00pm to 8:00am the following day. This section does not include "lay-offs."

No member of the call department will be offered overtime prior to a member of the bargaining unit.

Section 4. Full-time Firefighter/Paramedics shall receive a minimum of two (2) hours pay at a time and one-half of the regular rate for each call answered outside their regularly scheduled shift hours except that when called into work within (2) hours of their regular shift starting time, the time and one-half rate shall be paid only for the time worked in advance of the regular shift starting time, and thereafter, Firefighter/Paramedics will be paid their regular straight time pay for the hours that are part of their regular shift.

Section 5. Special Details. At the discretion of the Fire Chief and as the budget may allow, special details, as defined in Appendix C, will be offered to members of the bargaining unit when said details are unable to be filled by call firefighters. No member of the call department will be offered overtime work prior to all bargaining unit members being offered the opportunity to work overtime.

Section 6. Overtime shall be filled using an established "overtime board" maintained by the Bargaining Unit. The board will be split into four columns: Day Shift (10 hours); Day Shift (12 hours); Night Shift (14 hours); Other (for any vacancy less than

ten (10) hours, including details. Each member of the bargaining unit shall have a magnetic nameplate in each column. The names will initially be placed in order of seniority by date of hire. Members shall be offered overtime top to bottom. If a member refuses the shift the member's name will remain in place and will not be "charged" for hours. If the member accepts the shift, the member's name will be moved to the bottom of the proper column and all other names will advance one place in order. Members will not have their names moved if they are forced to work overtime. If a member is out on long-term absence (Section 3), the member's name will be temporarily removed from the list. Upon that member's return, the member's name will be placed back into the list at the top. Overtime Fill Worksheets will still be maintained and filed, to prevent tampering.

Two "overtime boards" will be maintained, one for members of the bargaining unit and the other members of the Halifax Fire Department who are not members of the bargaining unit but who are eligible to work shifts. "Hour Cards" will only be maintained for members not eligible to work shifts, in the event that they work a detail.

The procedures for the "overtime board" for members of the Halifax Fire Department who are not members of the bargaining unit but who are eligible to work shifts will be the responsibility of the Fire Chief. If there is Wage and Personnel By-Law concerning these procedures, then the By-Law will have precedence.

No member of the bargaining unit nor the bargaining unit may file a grievance concerning paragraph 7 of Section 5 of this Article.

Section 7. Employees shall not be permitted to work more than twenty-four (24) consecutive hours except for emergency hold-overs at the end of a shift or other overtime authorizations by the Chief or his designee.

Section 8. In addition to the two (2) full-time firefighters assigned to regular night shifts (6:00pm to 6:00am), the Fire Chief at his discretion may assign call firefighters who have completed an approved Firefighter I/II training program and are certified to the level of EMT-Basic, to work special details (as defined in Appendix C) between the hours of 6:00pm to 8:00am.

- (a) Under no circumstances will such a qualifying call firefighter be considered as filling a vacancy for the period between 6:00pm and 8:00am.
- (b) The use of special work details will cease in the event any member of the bargaining unit is laid off due to budget cuts.

ARTICLE XI

HOLIDAYS

Section 1. The following days shall be paid holidays:

One-half day before New Year's Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veteran's Day
Washington' s Birthday	Thanksgiving Day
Patriot's Day	Christmas Day

Memorial Day
Independence Day

One-half day before Christmas Day

Section 2. Any full-time employee whose regular day off falls on any of the aforementioned holidays shall be paid for the holiday. Payment for the holiday shall be equal to eight and four-tenths (8.4) hours regular pay except for half holidays when said pay shall be equal to four and two-tenths (4.2) hours regular pay.

Section 3. Any full-time employee required to work on a holiday listed above, other than Thanksgiving Day, Christmas Day, or New Year's Day, will be paid straight time for the hours worked on that day plus an additional eight and four-tenths (8.4) hours pay for the holiday or four and two-tenths (4.2) hours for a half-holiday. Any full-time employee required to work on Thanksgiving Day, Christmas Day or New Year's Day will be paid for the hours worked on that day at one and one-half times the employee's regular rate of pay plus an additional eight and four-tenths (8.4) hours pay for the holiday.

Section 4. An employee not on vacation or M.G.L. Chapter 41, Section 111F leave scheduled to work on a holiday who fails to work shall be paid a regular day's pay with no additional holiday pay.

Section 5. Holiday pay shall be paid during the pay period in which it is earned.

ARTICLE XII
HEALTH BENEFITS

Section 1. All members of the bargaining unit shall be eligible to participate in the present group insurance plan in accordance with the provisions of said plan in force and effect during this Agreement for the employees of the Town of Halifax.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Only matters involving questions whether the Town is complying with its obligations under this Agreement, involving the meaning, application or interpretation of the specific terms of this Agreement, shall constitute grievances under this Article.

Section 2. Should any grievance, as herein defined, arise between the parties, the parties will attempt to promptly settle said grievance amicably.

Section 3. In the event that such a grievance is initiated by the Employer and cannot be adjusted by representatives of the Employer and Union, it may be referred to arbitration by the Employer.

Section 4. In the event a member of this unit covered by this Agreement has a grievance, it shall be treated in the following manner:

Step 1:

A member of the unit who has a grievance, shall reduce the grievance to writing and take up said grievance with the Chief of the Fire Department within ten (10) days of when the member knew or should have known of the event giving rise to the grievance. The employee is entitled to have a representative of the Union present during such discussion with the Chief and a sincere effort to resolve the grievance will be made at this meeting. The written grievance statement shall set forth the following:

- a. A statement of the grievance and the area of the Agreement which has been violated.
- b. A statement of the remedy or relief sought.

If the matter cannot be resolved within seventy-two (72) hours after the meeting with the Chief of the Fire Department, then the Chief will answer the grievance in writing within ten (10) days of the meeting.

Step 2:

If the decision of the Chief of the Fire Department is not satisfactory to the Union, it shall be appealed to the Board of Selectmen within ten (10) days of the date of the Chief's decision, or date on which said decision is due, whichever first occurs. At the request of the Union, the Selectmen shall hold a hearing to discuss the grievance. The decision of the Board of Selectmen shall be issued in writing

within twenty (20) days of the receipt of the grievance, with a copy mailed or delivered in hand to the Local Union President.

Step 3:

If the decision of the Board of Selectmen is not satisfactory, the Union may submit the grievance to arbitration within thirty (30) days of receipt of the Selectmen's decision or the date said decision is due, whichever first occurs. Submission to arbitration shall be accomplished by mailing a letter or to the American Arbitration Association (AAA), with a copy to the Board of Selectmen.

Section 5. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association (AAA) where the matter is submitted to those agencies. Where the parties select their own arbitrator without use of the AAA, the AAA rules will continue to govern. No decision may include or deal with any issue or matter which is not expressly made subject to arbitration under the terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties except that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and shall confine his decision to the issues submitted. The arbitrator shall take into account and render his decision in accordance with and consistent with the laws of Massachusetts including decisions of the Appeals Court and Supreme Judicial Court.

Section 6. The expenses for the Arbitrator's services and for the hearing will be shared equally by the parties. The cost of a court reporter, if requested by either party, shall be borne by the party requesting the court reporter. Each of the parties shall bear the cost of its own witnesses.

Section 7. If a grievance is not timely raised initially or presented within any of the time limits specified in this Article, it shall be deemed abandoned and not entitled to consideration thereafter. Time limits may be extended by the mutual agreement of the parties in writing, signed by the Halifax Board of Selectmen and an official of the Union and the parties may mutually agree in writing to bypass any of the steps contained herein. The Union shall have the right to have any representative of its own choosing at any level of the grievance procedure, but the unavailability of that chosen representative shall not extend the time limits of the grievance procedure unless mutually agreed to in writing.

ARTICLE XIV
LONGEVITY

Section 1. A longevity payment shall be made to each full-time permanent employee in accordance with the following schedule based upon completion of years of continuous service for the Employer as a full-time Firefighter/Paramedic:

Length of Full-Time Service	Payment
10-14 years	\$ 150
15-19 years	\$ 250
20-24 years	\$ 500
25-29 years	\$ 750
30 years and thereafter	\$ 1,000

Section 2. An employee who during any year becomes eligible for longevity pay or an increase in longevity pay shall receive such pay on a pro-rated basis for that year.

**ARTICLE XV
ANTI-DISCRIMINATION**

Section 1. Neither the Town nor the Union shall discriminate against any person on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, veteran's status, genetics, and pregnancy status. (except as these may be a bona fide occupational qualification allowed by law.)

Section 2. Neither the Town nor the Union shall discriminate against any employee based on membership or non-membership in the Union.

**ARTICLE XVI
DUES AND DEDUCTIONS**

Section 1. Neither the Town nor the Union shall discriminate in any way against members of the unit based upon their membership or nonmembership in the Union or based on participation or nonparticipation in lawful Union activities.

Section 2. The Town agrees to deduct Union dues from members of the unit wages and deliver the amounts deducted to the Union in accordance with Chapter 180, Sections 17A and 17G of the General Laws of the Commonwealth of Massachusetts. Such deductions of dues or agency fees shall be made upon

receipt, by the Town, of proper signed authorization forms requesting such deductions.

Dues deductions so authorized shall continue unless such member of the Union notifies the Town Treasurer in writing of his/her desire to discontinue or change such authorization by giving at least sixty (60) days notice in advance of the effective date of dues discontinuance or change to an agency fee checkoff as provided for in Section 3.

Section 3. Notwithstanding any provision of General Laws, Chapter 150E, Section 12, as amended, to the contrary, any employee represented in the bargaining unit represented by the Union and covered by this Agreement who chooses not to become a member of the Union and not to pay Union dues, may agree to pay an agency service fee in an amount determined by the Union in accordance with law, by signing an agency service fee check off card indicating his or her affirmative consent to pay said fee and to have the amount deducted from his or her paycheck and remitted to the Union. Consenting to pay the agency service fee shall not be a condition of employment and may be withdrawn by the employee at any time by notifying the Union and the Town in writing with at least thirty (30) days notice.

Section 4. The Union agrees to indemnify the Town for damages and costs in the event of any claim, complaint, or form of litigation which contests the appropriateness of the amount of the agency service fee and whether said fee was established in accordance with General Laws Chapter 150E, Section 12, as amended, or any other law.

ARTICLE XVII
PARAMEDIC CERTIFICATION

- Section 1.** It is understood and agreed that maintaining Paramedic certification is a condition of continued employment.
- Section 2.** It is understood and agreed that the Town shall pay all fees and tuitions required for a member to attend courses and remain a Commonwealth of Massachusetts Certified Paramedic.
- Section 3.** In so far as practicable, Paramedic recertification programs and courses will be attended during the regular work week. However, should this not be practicable and should the Fire Chief authorize, an employee shall be paid overtime for those recertification program and course hours that take place outside the regular work week.
- Section 4.** Effective July 1, 2019, employees with a Massachusetts paramedic certification shall be paid a stipend based on the following schedule in bi-weekly increments as part of their base pay: \$10,000 per year.
- Section 5.** All employees must maintain as a condition of employment the following: Massachusetts Driver's license, Massachusetts Paramedic Certification, ACLS (Advanced Cardiovascular Life Support) Provider Certification, PALS (Pediatric Advanced Life Support) Provider Certification, and AHA (American Heart Association) CPR Certification.

ARTICLE XVIII
FIREFIGHTER CERTIFICATION

Section 1. All members of the bargaining unit shall be eligible for the following stipends based on the following certifications:

First firefighter certification above Firefighter I/II:	\$1,000 per year
Each subsequent certification above Firefighter I/II:	\$250 per year

The maximum stipend for firefighter certifications shall be \$3,000 (three thousand dollars) per year.

Section 2. This stipend shall be paid on an annual basis on July 1 of each fiscal year and shall be included in any calculations of pay rates for overtime.

ARTICLE XIX
EDUCATION INCENTIVE

Section 1. For full-time Firefighter/Paramedic, the career incentive program shall be:

a. Each member of the unit, with prior written approval of the Chief of the Fire Department, who attends a certified college and takes courses that will lead to a degree in Fire Science will be paid fifty percent (50%) of the base cost of the course upon completion with a passing grade of B or better. Payment will be made upon receipt of an official transcript of the course(s) and grade(s) from the Institution.

- b. Any member of the unit, as defined in this section, who obtains an Associates Degree in Fire Science, shall receive a 5% wage increase.

Section 2. Any Educational Incentive will be added to base pay before the addition of any other increases (longevity, Paramedic upgrade, etc.).

ARTICLE XX

DISCHARGE AND DISCIPLINE

Section 1. Employees who have completed the probationary period shall not be disciplined or discharged except for just cause.

The discipline or discharge of a probationary employee shall not be subject to grievance and arbitration.

Section 2. The first twelve (12) months of continuous, full-time active employment in a position covered by this agreement shall be considered the probationary period. If an employee is disciplined during the probationary period, the Fire Chief has the discretion to extend the probationary period by up to an additional twelve (12) months starting from the date of the disciplinary action or the date of the return of the employee to work, whichever is later. The maximum length of the probationary period shall be twenty-four (24) months.

ARTICLE XXI
LINE OF DUTY INJURY

Section 1. Members of the bargaining unit who are injured in the line of duty shall receive injured-on-duty compensation, according to the Commonwealth of Massachusetts General Laws, Chapter 41, Section 111F.

Section 2. Members of the bargaining unit who use more than twenty-four (24) consecutive hours of sick leave or injured-on-duty leave shall not be permitted to work other outside employment while on such leave without the approval of the Fire Chief. Use of sick leave or injured-on-duty leave shall be considered to be ceased once the member of the bargaining unit returns to active work for the Halifax Fire Department.

ARTICLE XXII
PAY SCHEDULE

Section 1. The pay schedule shall be reflected in hourly rates of pay as shown in Appendix A.

Section 2. Any full-time Firefighter/Paramedic not at Step 5 shall advance to the next higher step of the pay schedule for Firefighter/Paramedics on the anniversary date of commencement of full-time service with the Halifax Fire Department.

Section 3. Any full-time Lieutenant/Paramedic not at Step 5 shall advance to the next higher step of the pay schedule for Lieutenant/Paramedics on the anniversary date of

commencement of full-time service as a Lieutenant/Paramedic with the Halifax Fire Department.”

Section 4. Any full-time Captain/Paramedic not at Step 5 shall advance to the next higher step of the pay schedule for Captain/Paramedics on the anniversary date of commencement of full-time service as a Captain/Paramedic with the Halifax Fire Department.

ARTICLE XXIII

DETAILS

Section 1. All employees covered by this agreement who report for a private detail shall be paid at a two-hour minimum at the rate of \$50.00 (fifty dollars) an hour, excluding details for the Town of Halifax which shall be paid based upon the employee’s time and a half rate. A four (4) hour minimum shall be paid in case of cancellation unless the employee is notified at least two hours in advance; no such assignments shall be made until the person or organization requesting services has agreed to pay the rates listed in this section.

Section 2. All monies secured for extra paid details shall be made payable to the Treasurer of the Town of Halifax for disbursements. Disbursements shall occur only after the amount is paid to the Treasurer. Each employee is to provide on a weekly basis, to the Fire Chief, all extra details worked by him/her during that week - both in and outside of Halifax.

Section 3. Records of work details shall be available to the president of IAFF Local 3159 for inspection and use upon request to the Fire Chief in writing.

Section 4. The Town shall be paid by the party paying for the detail, an administrative fee equal to 10% (ten percent) of the amount being paid to the employee.

Section 5. Shifts shall be filled in accordance with the provisions of Article X (Overtime).

Section 6. This Article is effective upon ratification of this agreement.

**ARTICLE XXIV
UNION PROPERTY**

Section 1. Space shall be provided in the fire station for a union bulletin board.

**ARTICLE XXV
LOCATION**

Only members of the bargaining unit shall who are within ten (10) miles of the Halifax Fire Station at the time of the call are eligible for emergency call back and station coverage.

**ARTICLE XXVI
MOBILE INTEGRATED HEALTH CARE**

The union agrees that providing Mobile Integrated Health Care (MIH) Services is considered part of their normal duties. Such services will include, but are not limited to, collaborating with local hospitals to provide healthcare services directly to patients at their home or an alternate location, providing non-emergency transports to alternative destinations and providing public education.

The Town agrees to provide any additional training that is required by the Medical Director or Office of Emergency Medical Services.

ARTICLE XXVII

GPS DEVICES

The Town of Halifax has the right to place Global Positioning System (GPS) devices and like devices on vehicles and equipment owned by the Town of Halifax. The Town shall give members of the bargaining unit at least thirty (30) days notice before placing these devices on vehicles and equipment owned by the Town. The Town shall retain all rights to use data generated and gathered by these devices.

ARTICLE XXVIII

DURATION

This Agreement will be effective July 1, 2019 or upon ratification by both parties, whichever date is later. It will remain in full force and effect to and including June 30, 2022 and shall thereafter automatically renew itself for terms of one (1) year unless, by January 1, 2022 or by January 1st of any subsequent year prior to the expiration of the contract, either party gives written notice that it desires to negotiate a new contract or amendment thereto. The party desiring to negotiate a new contract or amendment shall indicate in writing any changes sought in such negotiations. Upon receipt of such notice, the parties agree to meet for the purpose of negotiating proposals made by either side for a new or amended agreement. In the event that either party desires to negotiate a new contract and one has not been agreed upon by June 30, 2022 this contract may be extended by mutual written agreement.

**Appendix A
Wage Rates**

Effective July 1, 2019 all full-time Firefighter/Paramedics, Lieutenant/Paramedics and Captain/Paramedics shall be paid according to the following wage schedule. All amounts are based on hourly wage rates:

Firefighter	Firefighter	Firefighter	Firefighter	Firefighter	Firefighter
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
21.9017	22.6795	23.4857	24.321	25.1867	26.0839
Lieutenant	Lieutenant	Lieutenant	Lieutenant	Lieutenant	Lieutenant
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
24.5769	25.1479	25.7323	26.3306	26.943	27.5699
Captain	Captain	Captain	Captain	Captain	Captain
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
27.6527	27.9278	28.2057	28.4864	28.77	29.0564

When a Firefighter is promoted to the rank of Lieutenant, the Firefighter shall enter at the minimum step for that position. If the employee’s existing rate as shown in Appendix A is higher than the minimum rate of the new position, the employee will move to the lowest step in that grade with a rate greater than employee’s present rate.

When a Lieutenant is promoted to the rank of Captain, the Lieutenant shall enter at the minimum step for that position. If the employee’s existing rate as shown in Appendix A is higher than the minimum rate of the new position, the employee will move to the lowest step in that grade with a rate greater than employee’s present rate.

The Town shall inform the Union of any agreement with any bargaining unit representing any employee of the Town except for employees of the Halifax Elementary School within twenty (20) days of the date said agreement is made.

If the Town negotiates a general wage increase with any bargaining unit except for bargaining units representing employees at the Halifax Elementary School, for the year beginning July 1, 2019, July 1, 2020 or July 1, 2021 or if the Town Meeting approves a general wage increase for employees under the Wage and Personnel By-Law for the year beginning July 1, 2019, July 1, 2020 or July 1, 2021 then the Union shall have the right to reopen this agreement for the limited purpose of negotiating a wage increase as listed in the Wage Schedule to be effective on July 1, 2019, July 1, 2020 or July 1, 2021, respectively.

The Union may reopen this agreement for the limited purpose of negotiating a wage increase as listed in the Wage Schedule to be effective on July 1, 2020 and/or July 1, 2021. Should the Union choose to reopen for this limited purpose, it shall provide written notice to the Board of Selectmen on or before March 1, 2020 for negotiations for the year beginning July 1, 2020 and on or before July 1, 2021 for negotiations for the year beginning July 1, 2021. Failure to provide such notice shall result in the existing salary to continue through the next fiscal year only.

Appendix B
Initial issue of the uniform

The maximum uniform allowance for the initial issue uniform shall be \$1,200 (twelve hundred dollars).

1 Class A Dress Uniform consisting of: 1 Navy Blue Dress Uniform Pants, 1 pair Black shoes or boots, 1 Black belt, 1 Fire Department Bell Hat (white for officers, blue for firefighters), 1 hat badge, 1 coat badge, 1 long sleeve Uniform Dress Shirt (white for officers, light blue for firefighters) with fire department patch on left sleeve, 2 HFD or rank collar tabs, 1 black or navy blue tie and 1 Navy Blue Dress Uniform 3/4 length Jacket as follows:

Firefighter: single breasted with 4 silver buttons
Lieutenant double breasted with silver buttons and 1 silver stripe around the sleeves.
Captain: double breasted with silver buttons and 2 silver piping around sleeves

and 1 Class C Uniform (station/on duty-work uniform) consisting of the following: 4 Navy Blue Uniform pants or EMS multi-pocket pants, 1 black belt, 1 pair Black work shoes or work boots, 2 T-shirts with the Halifax Fire Department logo (navy blue for firefighters and white for officers), 4 button down uniform shirts (navy blue for firefighters and white for officers) with HFD and EMS patches, 2 long sleeve and 2 short sleeve, 1 three-season jacket, and 1 badge as follows:

Firefighter: Silver, with Firefighter scramble, badge number with wording: HALIFAX FIRE DEPARTMENT FIREFIGHTER;

Lieutenant Silver, with one bugle and the words "HALIFAX FIRE LIEUTENANT".

Captain: Silver, with two parallel bugles, badge number with wording: HALIFAX FIRE DEPARTMENT CAPTAIN;

This agreement entered into the _____ day of _____, two thousand nineteen (2019).

FOR THE TOWN OF HALIFAX:

FOR I.A.F.F., LOCAL 3159

DATE: _____

DATE: _____