

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF MANSFIELD**



**AND**  
**MANSFIELD PERMANENT FIREFIGHTERS**  
**LOCAL 1820, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

*July 1, 2023 – June 30, 2026*

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1820, International Association of Firefighters

*Effective July 1, 2023 – June 30, 2026*

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## **AGREEMENT**

Pursuant to the provisions of Chapter 1078 of the Acts of 1973, as amended this agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Mansfield and Local 1820, International Association of Firefighters, AFL-CIO.

### **PREAMBLE**

It is the intention of this agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Fire Department, as well as the obligation of the Town to protect the safety of the public.

The parties acknowledge that the Town has and must retain complete authority over the policies and administration of the Department, which it exercises under the law, except as expressly modified by a specific provision of the Agreement.

It is always the intention that the phrase "approval by the Chief" be interpreted as "approval of his designee" during his absence.

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

### **ARTICLE 1 RECOGNITION, UNION SECURITY AND TIME OFF**

#### **A. Recognition**

The Town of Mansfield recognizes Local 1820 I.A.F.F., AFL-CIO as the sole and exclusive bargaining agent for all uniformed employees of the Fire Department or any others covered by this Agreement, excluding the Fire Chief and the Deputy Fire Chief. The Union agrees that dispatching, which is now performed by bargaining unit employees, shall be assigned to civilian dispatchers, who are not represented by Local 1820.

The rights of the Town of Mansfield and employees of the Fire Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

#### **B. Union Security**

The Town of Mansfield agrees not to discharge or discriminate in any way against employees covered by this Agreement for Union membership or activities.

#### **C. Dues Deduction**

The Town of Mansfield shall deduct union dues and/or assessment upon receipt of authorizations of members of Local 1820 who shall sign deduction form cards to be supplied by the Local. The Town of Mansfield shall forward to the Secretary/Treasurer or Treasurer of the Union such deductions each week following the week of deduction.

#### **D. Time off - Union Negotiations**

All employees covered by this Agreement who are officers of Local 1820, or who are appointed by Local 1820 members, of said Local's Collective Bargaining Team (not to exceed four) shall be allowed time off for official

union business (which shall include only negotiations, arbitration, and handling of grievances) without loss of pay or benefits.

Employees covered by this Agreement who are officers of Local 1820, shall be allowed an aggregate total of (15) tours off per contract year, but not more than two employees during a tour, for official union business other than negotiations, arbitration, and handling of grievances, without loss of pay or benefits. The officers shall consist of president, vice president, secretary, treasurer, or member of the executive board, and the names of the officers shall be submitted to the Chief on or before January 1st of each year. The official union business shall be identified by flyer or advertisement and include the date(s), location and times and must accompany all requests for time off. In the absence of a flyer, a brief description of the date, location, and purpose of the meeting shall be submitted on union stationery.

## **ARTICLE 2**

### **DUTIES, SUBSTITUTIONS, HOURS OF WORK AND PERMANENT FIREFIGHTER PREFERENCE**

#### **A. Duties**

The duties of the employees of this bargaining unit shall be as set forth in the Civil Service Examination notices for such positions.

The Staff Officers; Fire Prevention Officers and E.M.S. Officers, shall not be responsible for the day to day activities of Fire Suppression crews during their scheduled hours of work.

To further provide for the safety of the public nothing shall preclude the use of Staff Officers; Fire Prevention Officers and E.M.S. Officers to augment suppression crews during emergency response or emergency situations.

#### **B. Substitutions**

Employees shall be permitted to substitute or exchange time with one another provided such substitution is previously approved by the Chief, Deputy Chief, or in the event of their unavailability, by the Officer in Charge. Any request for substitution shall be in writing and approval thereof shall not be unreasonably withheld.

#### **C. Hours of Work**

Regular Fire Suppression employees shall be scheduled to work an average of forty-two (42) hours per week as follows: there shall be a day tour of ten (10) hours, 8:00A.M. to 6:00P.M., and a night tour of fourteen (14) hours, 6:00P.M. to 8:00A.M. The Fire Suppression employees shall normally be scheduled to work a day tour and a night tour consecutively, followed by a day tour and a night tour off, followed by a day tour and a night tour worked consecutively, followed by five twenty-four (24) hour periods off. It is understood the Fire Suppression Employees will not be called in or assigned to work during the twenty-four hours between their two consecutive ten (10) and fourteen (14) hour tours, except in cases of emergency.

The Chief may assign new recruits to the day tour for a period not to exceed two months. Thereafter, the recruit shall be assigned to his/her regular group, subject to the Fire Academy exception.

At some time during the first twelve months of a newly appointed firefighter's employment, he/she will be assigned to attend and graduate from the Massachusetts Firefighting Academy or equivalent as approved by the Fire Chief. All newly appointed firefighters will also be required to successfully pass the Massachusetts Certification Examination for Firefighter I and II as a condition of employment. An extension of a probationary

period may be required in accordance with M.G.L. Chapter 31, Civil Service as requested by the Chief of Department in order to comply with this provision. During this training period, the firefighter's hours shall be those scheduled at said formal training and he/she will be paid his/her regular salary and travel expenses.

During the period of training at the Academy or other facility, the firefighter shall not be assigned any extra regular hours of work, or shall not be eligible for any overtime hours in this period of training, except in situations when all other permanent members have refused overtime.

Notwithstanding the provisions of Article 19, should the employer hire additional personnel during the course of this contract, and thereafter decide to assign certain employees to the position of Fire Prevention, Training or Fire Investigation, this contract may be reopened within thirty (30) days of Town Meeting approval of said hiring for negotiations solely on the hours of work and the schedule of this proposed assignment, provided that said schedule shall provide an average of forty-two (42) hours and four (4) tours per week.

The Staff Officers; Fire Prevention Officers and E.M.S. Officers shall work an average of forty-two (42) hours per week. The normal hours shall be 7:00A.M. to 5:30P.M., four days per week. This schedule may vary each week from Monday through Thursday one week, to Tuesday through Friday the following week as determined by the Chief of Department.

Hours worked in addition to the above forty-two (42) involving Fire Prevention duties for the Fire Prevention Officers and E.M.S. Officers shall be compensated in compensatory time off, except when the officer is working overtime pursuant to Article 5 Sections B, C, or F. Compensatory time off shall be a minimum of two (2) hours. The Chief or his designated representative shall maintain a record of all compensatory time accrued, and of the above off-duty responses.

#### **D. Permanent Firefighter Preference**

Except as agreed for dispatching, which will not be assigned to bargaining unit employees after Centralized Civilian Dispatching is implemented, no work currently performed by members of the bargaining unit or assigned to members of the bargaining unit shall hereafter be assigned to non-bargaining unit employees. Permanent firefighters shall have preference before any non-bargaining unit employees for call-back work. The provisions of this Agreement shall govern overtime and details.

### **ARTICLE 3 BEREAVEMENT LEAVE**

Each employee in the bargaining unit shall be granted a maximum of four (4) tours leave without loss of pay, contiguous with the date of death or calling hours of any of the following members of his/her immediate family. Immediate family means: spouse, child, legal ward, father, mother, sister, brother, grandparent, mother-in-law, father-in-law, spousal grandparents, and step-parents.

An absence with pay of one (1) tour may be granted by the Fire Chief in the event of the death of any relative of the employee or of his/her spouse who is domiciled in the employee's household. In the event that additional travel is needed, it should be charged against death leave with the approval of the Chief.

In the event the employee's presence is required at a funeral other than the aforementioned, he/she may be excused without loss of pay while attending the funeral, subject to approval, in advance, by the Fire Chief.

## **ARTICLE 4**

### **UNIFORMS, CLOTHING ALLOWANCE AND HAZARDOUS DUTY PAY**

A. There shall be an initial clothing allowance for each firefighter when he/she is employed and when he/she is promoted to officer rank. The initial allowance for newly hired firefighters will be applied toward the purchase of his/her initial uniform allotment, which has been mutually agreed to by the Chief and L-1820.

B. Annually, after providing all receipts evidencing uniform purchases to the Mansfield Fire Department secretary, all uniformed employees will be given a uniform allowance of \$950.00 per year. The uniform allowance shall be used at the discretion of the Fire Chief from a list of the following: *Dress uniform ensemble including dress hat, dress coat, dress pant, dress shirt, white undershirts, black dress shoe, black tie, black dress belt, dress weatherproof overcoat, uniform patches. Duty uniform ensemble including duty shirt (short and long sleeve), duty pants, duty shorts, duty Rueben, duty jacket, socks, black duty belt, black duty shoe, black duty work boot, duty hat (baseball style and knit winter), Weatherproof EMS raincoat (hi-vis and black). Staff officer and Coordinator polos. Uniform fitness shorts, sweatpants, and sweatshirts for PT use. Flashlights, utility knives, small hand/extrication tools, UV Protective eyewear (approved by Chief), PPE Repairs, approved duty shorts, field guides, Rescue/Extrication gloves, turnout gear bags, duty gear bags/packs. Personal EMS equipment including shears, stethoscopes, rainproof note pads and tool holsters. Radio straps, radio ear pieces, helmet shields and chin straps. NFPA compliant leather turnout boots, NFPA compliant leather helmet. (It is agreed the initial department issue will be the plastic helmet and rubber turnout boots).*

Work gloves, mittens and suspenders shall be provided and replaced as needed, but shall not be charged to the clothing allowance.

Said allowance for regular officers to be in accordance with the uniform code established by the Fire Chief and shall be used only to replace used and worn uniforms. Sums not used shall return to the Town.

The dress uniform will not be worn coming to and leaving a tour of duty or on ambulance runs.

All clothing purchases must be completed, and all requests for reimbursement must be submitted, no later than June 1st of each year.

C. All employees will be allowed an annual hazardous duty pay stipend as a part of their regular compensation in the amount of six hundred dollars (\$600.00) per year, payable on or before December 1st.

## **ARTICLE 5**

### **OVERTIME**

A. All overtime shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of or beyond the normal scheduled hours of the employee.

The Fire Prevention Officers and E.M.S. Officers shall be excluded from the provisions of Article 5, Overtime, except for as it applies to Article 5 Section F and Article 5, Section B, and Article 5 Section C Paragraph 5 ("Signal 15") and receive an annual salary as shown on the salary schedule. However, overtime will be allowed to be worked on night tours only after the second "Signal 15" and during regularly scheduled time off. In the event a Fire Prevention Officer or the E.M.S. Officer works an overtime shift that overlaps with their regularly scheduled shift, the Chief will allow an adjustment in the hours to be worked, so long as the adjustment is made in the same regularly scheduled shift impacted by the overtime work. Overtime shall not apply to any matters involving fire prevention or E.M.S. Officer duties. The overtime rate for Fire Prevention Officers and the E.M.S. Officers shall be the Fire Line Captain rate.

B. Employees required to work on their vacation time or during their time off shall be guaranteed a minimum of four (4) hours pay.

It is understood that a firefighter who has been called back, released and called back again during the aforementioned four-hour period shall not receive any additional overtime for said callbacks during said four-hour period. The Chief, Deputy Chief, or in their absence the duty officer, shall have the authority to determine when employees called back to work shall be released.

C. Assignments of overtime shall be made by the Chief, or his designated representative, and overtime shall be distributed among regular employees on a rotating basis by seniority as evenly as practical by hours. All union personnel who have been injured, are on sick leave status, or are attending the State Fire Academy, shall not be entitled to make-up overtime missed while out of work.

In the event that an "order in" situation arises, the first employee reached shall be ordered into work as per the current policy.

Employees shall not be eligible to work overtime on their own group except in cases of extreme emergency or if all other employees are unavailable.

The Chief shall have the right to call the following individuals out of the aforementioned rotation: photographers, training officers, fire investigators, hazardous materials technicians, court time, Staff Officers, fire prevention officers, E.M.S. Officers, fire alarm coordinator, paramedics, mechanic coordinator, technical rescue coordinator, S.A.F.E. officers, Community EMS Team Members, Line Officers, Tool & Equipment Coordinator. (Paramedics will not be used to selectively fill overtime tours.)

The Chief or his designated representative shall maintain a record of all such overtime assignments. Said record will reflect the employees of the bargaining unit who have been called, whether they accepted, refused, or were not able to be reached, and who made the call. Refusals will be considered a work assignment. If the employee cannot be reached, it will be considered a work assignment. The Chief or his designated representative shall make a reasonable effort to contact the member being called and the employee may make up to two telephone numbers available. In the event that all available employees cannot be reached by phone, the officer or senior firefighter in charge will transmit a "Signal 15" over the paging system. This "Signal 15" will be a code to the permanent firefighters that an overtime tour is available and to call the station. The first permanent firefighter to call will be assigned the tour. If "Signal 15" fails to cover the tour, the normal procedure for ordering in personnel, established by the Chief, shall be followed. The Chief or Deputy Chief shall be notified of all situations requiring the ordering in of personnel.

D. In selecting particular employees to attend training courses, the Chief shall not be bound by the rotating seniority list. Employees so selected shall have the time spent attending said courses outside of regularly scheduled hours included as time worked for overtime sharing purposes.

E. An employee working on the ambulance beyond the normal tour of duty, as well as employees held over for box, group, or still alarms, will be paid at the rate of time and one-half.

F. Off-duty personnel responding to either group or box alarms shall be compensated at a rate of one hour at time and one half. It is specifically understood that should more than one (1) box or group alarm occur during the aforementioned first hour, no additional overtime cost shall be incurred if the employee completes his work within said hour. Compensation shall be at the rate of time and one-half for work beyond the first hour.

G. For the purpose of overtime distribution, it is specifically understood that a member of the bargaining unit engaged in collective bargaining negotiations with the Town shall not be assigned to overtime during said bargaining sessions.

H. The Chief of Department or his designated representative may, from time to time, call back members of the bargaining unit on a "group" basis to handle calls that require additional manpower. These groups will be comprised of members of the bargaining unit who are covered under Article 5, "Overtime", and will be paid in accordance with Paragraph A of that section. These groups shall be called on a rotating basis in the following manner:

1. Groups shall consist of the four individual shifts that are now in place and will be designated 1 through 4.
2. The group working the prior 24-hour tour will be the designated call back group.

It is understood that response to call back is strictly on a voluntary basis. It is further understood that if more than one group is needed or if the situation would normally require a full recall, as in a street box or master alarm, that a full recall be instituted.

The Town of Mansfield and Local 1820 both recognize that the intent of this section is to allow the Fire Chief a way to call back personnel when only limited manpower is needed and to ensure the safety of Local 1820 members.

I. An individual shall be prohibited from working an overtime tour or detail tour, during the tour the individual is out on paid sick leave and the entire tour immediately thereafter.

J. Training.

Each employee shall be allowed ten hours of training per fiscal year, provided that:

1. The training may first be selected by the Chief or his designee, from courses offered by the Massachusetts Firefighting Academy, or other appropriate related courses, that may be desirable and beneficial for the Department, or the Town of Mansfield.
2. If not so selected by the Chief or his designee, the training shall be outlined by the Group officer, and it will be submitted to the Chief or his designee, for approval.
3. Training will be conducted on the Groups time off and will be compensated at up to ten hours, at the employee's overtime rate of pay. Travel time is excluded.
4. This training shall not be used in lieu of regularly assigned in-service training.
5. The Group officer shall submit training reports on forms supplied by the department.
6. All training must be completed, and all requests for payment must be submitted, no later than June 15<sup>th</sup> of each year.

K. Officer Staffing

1. At all times a minimum of one officer must be on duty for the suppression/line division. A maximum of four (4) officers may work at the same time for the suppression/line division. In the event that there are already four (4) officers working, and the “non-officer” overtime list is exhausted, an additional officer may be used to fill that vacancy to avoid any holdovers.

**ARTICLE 6  
SICK LEAVE PROGRAM**

A. Employees shall receive their regular pay while absent due to injury or illness incurred in the line of duty, and such compensation shall not be charged against sick leave, in accordance with General Laws, Chapter 41, Section 111F.

B. When an employee is required to take time off because of illness or injury, he/she shall be entitled to sick leave pay.

C. If an employee is entitled to Workmen’s Compensation or insurance furnished by the Town, then such insurance payments shall be deducted from his sick leave allowance (or shall be paid over by him/her to the Town).

D. Each employee shall be entitled to fifteen (15) tours of sick leave annually, pro-rated to the date of his/her appointment to the Department. For employees hired before July 1, 2018, there is no cap on the number of sick tours an employee can accumulate for use, but he/she will continue to be limited to a total maximum accrual of 173 sick tours for purposes of the sick leave buy-back in Section (J).

Employees hired on or after July 1, 2018 may accumulate up to a total of 384 tours of sick leave, with one “tour” being equivalent to twelve (12) hours. Employees who have more than 384 tours of unused sick leave shall cease to accumulate additional sick leave until such time as the employee’s accrued unused sick leave is below 384 tours.

E. Sick leave shall accumulate during paid leaves of absence, during vacation time, and when the employee is absent due to injury or illness until all sick leave is exhausted.

F. In appropriate cases, an employee who has exhausted his/her sick leave may apply to the Town Manager for an extension thereof.

G. Should the Chief suspect the abuse of sick leave, he/she may require an employee who has taken sick leave to furnish the Town with a medical certification from a medical doctor, detailing the nature of the employee’s illness, and the reason for necessary absence from work. Said medical certification shall be obtained at the employee’s expense. It is specifically understood that said medical certificate shall not be required as a matter of course.

Should the Town suspect that an employee has abused sick leave, it may, within its discretion, conduct an investigation of this suspected abuse and take appropriate action. Abuse of sick leave may be cause for discipline against an employee

H. Employees hired before July 1, 2015 and who retire from the department, or who die while in service, shall be paid twenty percent (20%) of their unused sick leave based on twelve (12) hour tours.

I. Each employee may utilize paid sick leave, up to a maximum of ten (10) tours in each year, in the event of illness of the employee's spouse, child, grandparent, parent, or in-law.

J. Bargaining unit employees will have the option of "selling back" to the Town, a number of sick tours annually in June, based upon their attendance and rate of pay for the prior twelve (12) months, according to the following schedule:

| Number of Sick Leave Tours Used: | Maximum Number of Tours Eligible: |
|----------------------------------|-----------------------------------|
| 1                                | 6                                 |
| 2                                | 5                                 |
| 3                                | 4                                 |
| 4                                | 3                                 |
| 5                                | 2                                 |
| 6                                | 1                                 |
| 7 or more                        | 0                                 |

Each tour sold back shall be paid at the employee's base rate for twelve (12) hours. In order to participate in this program, an employee must have accumulated no less than sixty (60) sick tours, and the buyback may not reduce the individual's sick leave bank below sixty (60) tours.

K. The Town's Family Medical Leave policy is Appendix A to the Agreement, and is made part of this Agreement.

## **ARTICLE 7 HOLIDAYS**

If an employee is required to work on New Year's Day, President's Day, Martin Luther King Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day or Christmas Day, when celebrated by Massachusetts Law, he/she shall receive pay for an additional tour's work at his regular rate.

If any of the above referenced holidays are celebrated by law on an employee's regular tour off, or during his/her vacation, he/she shall be allowed payment thereof at his/her regular rate. The Staff Officers; Fire Prevention Officers and E.M.S. Officers shall be allowed holidays off.

In addition to the holidays set forth above, each employee shall also receive one (1) floating holiday per year. This holiday shall consist of twenty-four (24) hours, which may be used in four (4) hour increments, and will not be charged to sick leave. The Chief shall be notified forty-eight (48) hours in advance except in cases of emergency. Leave shall be granted subject to the approval of the Chief, and shall not be unreasonably withheld.

## **ARTICLE 8 HEALTH INSURANCE**

Town agrees that it will not change health benefits and plans without the agreement of the Union, unless the change does not materially affect the level of costs, benefits, or coverage. This provision shall not apply to or restrict changes made or implemented by the Federal or State governments, nor shall this provision apply to changes made and implemented by carriers that do not materially affect the level of costs, benefits or coverage.

The Town of Mansfield offers employees the ability to participate in a Flexible Spending Account on a voluntary basis.

The current premium contribution split for the BCBS HMO New England Value Plan is 70% employer/30% employee. The Town agrees that it shall not make changes to the plan design of the BCBS HMO New England Value Plan offering through June 30, 2014. The Union acknowledges and agrees that the amount of the premium (and the amount of the resulting 70/30 contribution split) shall be subject to change on an annual basis. The Union further acknowledges and agrees that the Town’s commitment to make no changes to plan design shall not apply where changes to plan design are compelled by operation of law or by BCBS. In the event such changes do occur, the Town shall provide as much advance notice as reasonably possible in the circumstances.

Any improvements in health insurance benefits on a Town wide basis shall be extended to members of this bargaining unit.

The Town offers bargaining unit employees in the BCBS HMO New England Value Plan the same mitigation of co-payment costs offered to all Town employees in the amounts set forth on the schedule attached as Appendix C, provided that the employee has submitted a receipt to the Town’s Treasurer/Collector’s office within 30 days following his/her payment of the co-payment. Assuming the receipt was timely submitted to the Town, where possible, reimbursement will be made not later than 30 days thereafter.

The Union and its membership agree to follow such policies and practices as are currently in place with respect to the process for seeking mitigation and payment of same by the Town. The Union further agrees that the Town may make changes to such policies and practices as it deems expedient upon reasonable notice to the Union and its membership, provided that the amounts of reimbursements shall not be changed and that the changes do not delay payments and reimbursements.

’Dental Insurance premium shall remain at 50% Employer and 50% Employee (note: dental insurance shall provide significant coverage equal to a typical tier 4 coverage plan). Dental coverage is voluntary.

The Union agrees that the health insurance mitigation program currently in effect shall be subject to modification in the discretion of the Town subject to provisions of this paragraph. The Town agrees to provide advance notification of any modifications to the mitigation program, and to meet with the Union to bargain over the impact of such changes occurring during the term of this collective bargaining agreement. The Union acknowledges that such bargaining shall not reopen any other terms or the collective bargaining agreement.

**ARTICLE 9**  
**WAGES, LONGEVITY, AND EMT PAY**

*All steps of the pay schedule in Appendix B shall be increased by the following percentages on the dates indicated:*

|                               |                                                                                                           |
|-------------------------------|-----------------------------------------------------------------------------------------------------------|
| <i>Effective July 1, 2023</i> | <i>2.0% cost of living increase plus a 1% increase to the salary chart as shown in the attached chart</i> |
| <i>Effective July 1, 2024</i> | <i>2.5% cost of living increase plus a 1% increase to the salary chart as shown in the attached chart</i> |
| <i>Effective July 1, 2025</i> | <i>2.5% cost of living increase plus a 1% increase to the salary chart as shown in the attached chart</i> |

***Rank differential for Officers shall be as follows:***

Lieutenant:

*Effective July 1, 2019: 11% above Firefighter Step 5, paramedic*

*Staff Lieutenant: per salary schedule*

*Captain: 15% above Lieutenant (not Fire Prevention Lieutenant)*

*Staff Captain: per salary schedule*

- A. *Effective July 1, 2023* - Once an employee completes twenty (20) years of service, there will be 2% added to their base pay by moving to the newly established “20<sup>th</sup> Year Step” as shown in the Salary Matrix.
- B. Firefighter who works out of grade will be compensated at the rate of Lieutenant, and a Lieutenant who works out of grade will be compensated at the rate of Captain.
- C. Newly-hired employees shall start at Step 2. Employees will remain at each step for a one-year period.
- C.1. Night and Weekend differential of 9.0% shall be paid to employees who work night tours (1800 to 0800) and weekend tours (0800 Saturday to 0800 Monday). Effective July 1, 2016, it will increase from 9.0% to 10.34%. Effective June 30, 2017, it will increase from 10.34% to 11.34%. Effective July 1, 2018, it will increase from 11.34% to 12%.
- D. It is agreed for purposes of night and weekend differential, that 75% of hours of employees who work night and weekend tours are night and weekend hours, so that the effective premiums included in the base pay for all purposes is 6.75%. Effective July 1 2016 it will increase from 6.75% to 7.755%. Effective June 30, 2017 it will increase from 7.755% to 8.505%. Effective July 1, 2018, it will increase from 8.505% to 9%.
- E. All employees shall have the following premiums included in their base pay for all purposes:
  - EMT-B: 3.0%
  - EMT-P: 7.0%
- F. Longevity is to be paid on or before June 30 of each contract year. Longevity payments will be made as follows:
  - \$450.00 per year after five (5) years;
  - \$500.00 per year after ten (10) years;
  - \$550.00 per year after fifteen (15) years;
  - \$600.00 per year after twenty (20) years;
  - \$950.00 per year after twenty-five (25) years;
  - \$1,050.00 per year after thirty (30) years

- G. Employees are required to receive written approval by the Chief or Deputy Chief, prior to using their own car on official Town business. Compensation for approved use shall be at the Town of Mansfield's currently approved rate, per mile.
- H. E.M.T. Pay is to be paid on or before December 1<sup>st</sup> of each contract year. Employees with an E.M.T. Certificate in effect shall be given an allowance for maintaining their E.M.T. Certificate. Each employee with a current certificate shall receive an allowance as follows:

|       |                                       |
|-------|---------------------------------------|
| EMT-B | \$5,000.00                            |
| EMT-P | <i>Effective July 1, 2020</i> \$6,000 |
|       | <i>Effective July 1, 2021</i> \$6,100 |
|       | <i>Effective July 1, 2022</i> \$6,200 |

Time spent recertifying for the E.M.T.-B and EMT-P shall not be paid by the Town, in accordance with Article 5 of this Agreement and the allowances set forth above are in lieu of compensation or time off for all time spent recertifying.

Effective July 1, 1997, employees hired as EMT-P shall retain their certifications as a condition of employment unless excused by the Chief. Employees hired as E.M.T.- P shall retain their certifications as a condition of employment, unless excused by the Chief. Employees certified as E.M.T.-P while employed shall retain their certifications for a minimum of four years. Once the Department has seventeen paramedics or more, it is agreed that any current firefighter who wishes to give up his or her paramedic status may request to do so, provided that the resulting number of paramedics, as a result of his or her giving up their paramedic status does not drop the number of paramedics below sixteen. This is not to say that the Department will be required to maintain sixteen paramedics if, through retirements or resignations from the Department by paramedics, or for any other reason, it allows the number to drop below 16, if it does not wish to do so. All such request to give up one's paramedic status under this section will be considered in order of seniority within the Department. It is understood that those members who are granted the ability to give up his/her paramedic status must, nonetheless, maintain their current certification until the end of their current certification expiration. Any eligible person wishing to relinquish his or her certification will notify the department of such desire no less than six months prior to the date on which the employee wishes to have his or her paramedic status cease. Any person whose request is granted will, from that point forward be ineligible for time off to attend paramedic training or reimbursement to take any paramedic recertification classes. Any person who is allowed to relinquish his/her required paramedic status will, upon its effectiveness, simultaneously relinquish any monetary benefits which are directly tied to one's status as a paramedic. It is understood that any member allowed relinquishing their paramedic status, will be required to maintain E.M.T.-Basic status, and will be entitled to the compensation of E.M.T.-B as per contract.

The Town, at the discretion of the Chief, may offer appropriate training to bargaining unit employees before hiring outside from a Civil Service Intermediate or Paramedic List. The Chief's decision in this matter shall be final.

Selection of candidates shall be voluntary, polled from the ranks. (Pre-enrollment interviews conducted by committee consisting of Chief, Deputy Chief, Paramedic and Union representative.)

All tuition, books, materials and associated fees, shall be paid by the Town.

Employees participating in the program will be excused from duty with appropriate time for travel, without loss of pay or benefits.

Employees participating in the program will be provided with a town vehicle, if available or be compensated for mileage, in accordance with Article 9, Section F.

For the purposes of this agreement, any employee participating in, or traveling to and from the program shall be considered covered under the provisions of M.G.L. Chapter 41 Section 111F

Employees who complete the program shall be paid a one-time bonus of \$4,000.00 upon proof of certification.

Employees who are assigned to participate in a Paramedic Training Program shall complete all required training up to and including the State examination. If the employee fails to complete the Paramedic Training Program for reasons other than situations beyond the participant's control, the participant will be required to pay back to the Town that portion of the paid tuition costs not completed as follows:

| <i>Participant Attendance</i> | <i>Reimbursement</i> |
|-------------------------------|----------------------|
| 25%                           | 75%                  |
| 50%                           | 50%                  |
| 75%                           | 25%                  |

Such payback of reimbursement shall be made over an eighteen-month period in uniform periodic payments via payroll deduction. Should the employee fail to complete the program for reasons beyond the control of the participant, (i.e.: death or illness of the individual or immediate family member, injury on duty which will reasonably prevent the participant from completing the course) no reimbursement will be required per authorization of the Fire Chief.

Participants who fail to complete the course shall return all books, lab coats, clothing and other equipment purchased by the Town to the Chief of Department.

Any employee who is trained to the paramedic level in accordance with this agreement shall hold such certificate for a period of not less than 4 years.

I. The Town shall annually pay a stipend of eight hundred fifty (\$850.00) dollars to members of the bargaining unit who may be assigned by the Chief as a Fire Alarm Coordinator, SAFE Coordinator, SCBA Coordinator, Technical Rescue Coordinator and Tool and Equipment Coordinator.

The Town shall annually pay a stipend of two thousand five hundred (\$2500) dollars to the EMS Officer for his additional Public Health Duties.

The Town shall annually pay a stipend of one thousand five hundred (\$1,500) dollars to the member of the bargaining unit assigned by the Chief to serve as the Mechanic Coordinator.

Stipends to be paid on or before December 1<sup>st</sup>.

J. Members of the bargaining unit that receive certification in the following categories will receive a seven hundred fifty-dollar (\$750.00) stipend per contract year payable on or before Dec. 1st. Stipends under this category must be rank specific.

- Certified Mass Fire Inspector \$750.00
- Certified M.F.A. Line Officer \$750.00
- Certified Fire Apparatus Maintenance \$750.00
- \*(one person as assigned by the Chief)

K. Existing employees who complete the Massachusetts Firefighting Academy Rope Rescue Operational Level training program shall receive a one-time incentive of \$300.00, payable on or before December 1st.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

A grievance, which is a dispute, which arises between the parties, arising from the application, meaning or interpretation of this Agreement, shall be resolved as specified below. A grievance shall be reduced to writing, identifying the section of the Agreement allegedly violated and the remedy sought.

**Step 1:**

The aggrieved employee or the Union shall present the matter formally to the Fire Chief or his designee for adjustment within fourteen (14) days after the occurrence thereof. The grievance shall be in writing and shall identify the Article violated and the remedy sought.

The Chief or his designee shall render a decision within 14 days after filing of said grievance. If no satisfactory resolution is reached in step 1, the employee or the Union may proceed to step 2.

**Step 2:**

The employee or the Union may present the grievance to the Town Manager within fourteen (14) days after receipt of the chief's decision.

The Town Manager may hold a hearing within fourteen (14) days of the Step 2 filing to discuss the disposition of the matter. The Town Manager, Fire Chief, employee, and Union Representative should be present. If the Town Manager fails to hold a hearing within the aforementioned fourteen (14) days of presentation, or after its disposition thereof, the Union or the Employer may, within thirty (30) days thereafter, request arbitration of the grievance pursuant to the rules of the American Arbitration Association, as outlined in step 3.

**Step 3:**

The employee or the Union may choose to request arbitration of the grievance pursuant to the Rules of the American Arbitration Association provided, however, no grievances shall be submitted to arbitration which:

1. Involves a matter of policy, management right reserved to the employer, or the Rules and Regulations of the Fire Department.
2. Involves a matter that is outside the scope of the express terms of this Agreement.
3. Involves a matter, which the employer could not effectuate, regardless of the decision of the Arbitrator.
4. Involves a matter, which was a proposal in negotiations, but not included in the express terms of this Agreement.
5. Involves a matter, which has not been presented timely according to the time limitation set forth herein.

Nothing in this Agreement shall be construed as to obligate the parties to arbitrate the terms of any agreement or reopen thereof upon termination of this Agreement.

The Arbitrator shall have no power to add or to subtract from, or modify any of the terms of this Agreement.

The cost of the Arbitrator shall be borne equally by the parties.

## **ARTICLE 11 MANAGEMENT RIGHTS**

Subject to this Agreement and applicable law, the rights of the Employer, all rights, functions and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer. These rights, whether exercised or not, include without being limited to all rights and power given the Employer by law, the right to operate, manage and control the Fire Department and its activities and to direct and control the work of its employees and the use of its properties, facilities, and equipment, the right to establish duties, to require such standards of performance as it may deem appropriate, and to maintain discipline, order and efficiency; to determine methods and procedures and to direct employees; the right to promote employees and to determine the necessity for filling a vacancy; the right to select and hire employees, the right to discharge, suspend, reprimand; the right to promulgate and enforce all reasonable rules relating to policies, procedures, and operations, safety measures and the right generally to control and supervise the Department's operations and affairs.

## **ARTICLE 12 NO STRIKE**

The Union in its own behalf, and on the behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement, it will not authorize, approve, participate or in any way encourage any strike, work stoppage, slow down, or the withholding of services, including paid extra-hour services, from the employer, the Town of Mansfield.

## **ARTICLE 13 VACATIONS**

Employees will be credited with vacation on the anniversary date of their continuous employment. During the second six months of service, the employee may take 2-day tours and 2-night tours of vacation. Thereafter, the following schedule will apply:

After 1 Year of Service: 4 days, 4 nights  
After 5 Years of Service: 6 days, 6 nights  
After 6 Years of Service: 7 days, 6 nights  
After 7 Years of Service: 7 days, 7 nights  
After 8 Years of Service: 8 days, 7 nights  
After 9 Years of Service: 8 days, 8 nights  
After 10 Years of Service: 8 days, 8 nights  
After 16 Years of Service: 9 days, 8 nights  
After 17 Years of Service: 9 days, 9 nights  
After 18 Years of Service: 10 days, 9 nights  
After 19 Years of Service: 10 days, 10 nights  
After 20 Years of Service: 10 days, 10 nights

Vacation pay shall not be cumulative from year to year, but time may be carried over due to unforeseen circumstances, upon the approval of the Chief.

The assignment of vacation leave shall be arranged by the Fire Chief, for such times as in his opinion, best serve the department, with consideration given to the seniority of the employees. Vacations for purposes of seniority shall be submitted to the Fire Chief by April 15<sup>th</sup> of each year, or as soon as possible thereafter. Submissions after April 15<sup>th</sup> will be stamped and dated when received.

The date submitted will determine assignment for seniority purposes. The Chief shall have advance notification of an employee's request for use of vacation time. That notification period shall, at a minimum, be equal to the length of the requested vacation.

Upon death or retirement of an employee, an amount equivalent to his unused accrued vacation for the year, apportioned to the date of retirement or death, will be paid to the employee or his/her estate.

#### **ARTICLE 14 TUITION AND EDUCATION INCENTIVES**

Upon completion of their initial Probationary Period, each employee who completes a course in an accredited school or college in the fields of Fire Science, Fire Protection Engineering, Public Administration, Fire Investigation and Cause and Determination, Nursing, Community Paramedicine or an associated course of study (which shall be previously approved by the Fire Chief prior to pursuing such a degree,) shall receive a reimbursement of 100% of the tuition and fees actually paid, up to \$1,500.00 per course, four (4) courses maximum per year, subject to the following reimbursement schedule: 100% for grade of "A"; 85% for grade of "B"; 75% for grade of "C"; no reimbursement for grade of D, F or any failure to successfully complete the course. Course requests must be submitted no later than November 30<sup>th</sup> of each year. No such payment shall be made unless the Fire Chief has, in writing, authorized the taking of the course in advance to the employee involved.

Additionally, the Town will pay, in lump sum at the end of each fiscal year, the following educational incentive pay for college credits earned as part of the curriculum for the above-mentioned fields of study, either in an official transcript or a college acknowledgment. The pay level is determined by the total credits accumulated by the end of each fiscal year. Employees shall provide written notice of intent to graduate and receive a Degree in the following Fiscal Year, prior to November 30<sup>th</sup> of each year.

Reimbursement of tuition and fees shall be paid upon evidence of satisfactory completion of each course. All grades and requests for reimbursement shall be submitted no later than June 15<sup>th</sup>. Payments under this Article shall be made forthwith when due. However, payments will be made exclusively for courses completed in the same fiscal year.

Educational Incentive Pay shall be paid on or before June 30<sup>th</sup> of each year, based on the total accumulated credits:

*Effective July 1, 2023*, all annual Education Incentive stipends will be based on below percentages of EMT - B including Night and Weekend differential:

|                     |     |
|---------------------|-----|
| Associate's Degree: | 7%  |
| Bachelor's Degree:  | 15% |
| Master's Degree:    | 21% |

*Effective June 30, 2026:*

|                     |     |
|---------------------|-----|
| Associate's Degree: | 7%  |
| Bachelor's Degree:  | 16% |
| Master's Degree:    | 21% |

## **ARTICLE 15 EXTRA PAID DETAILS**

Assignments for extra paid details shall be made by the Chief or his designated representative, and they shall be distributed among regular employees on a rotating basis by seniority as evenly as possible.

The Chief or his designated representative shall maintain a record of all such detail assignments. Said record will reflect the employees of the bargaining unit who have been called, whether they accepted, refused, or were not able to be reached and who made the call. Refusals will be considered a detail assignment. If the employee cannot be reached, it will be considered a work assignment.

All extra paid details for the Town or for Non-Profit organizations shall be compensated for at the rate of time and one-half the Staff Captain's base rate of pay. All other extra paid details shall be compensated for at the rate of time and one-half the Staff Captain's base rate of pay plus four dollars (\$4.00) per hour. There shall be a four (4) hour minimum for all extra paid details. Where an extra paid detail exceeds eight (8) hours, bargaining unit employees working in excess of eight (8) hours on that detail shall be compensated at one and one-half (1.5 times) the applicable detail rate. With the exception of detail work paid for by the Xfinity Center or for a Town or for a Non-Profit, any extra paid detail worked on a holiday shall be compensated at double the detail rate. Where the detail is a "pouring" detail, meaning that there is alcohol being sold to patrons of an establishment, the above-described hourly detail rate shall be increased by three dollars (\$3.00) per hour. The pouring rate will not apply to non-profit organizations, unless the event is not related to the non-profit goals or purpose of the organization.

If a detail requires three or more employees, the Chief may determine that one of those assigned should be a Lieutenant or Captain.

At any detail requiring three or more employees, one member will be assigned as Command and compensated an additional ten (\$10) dollars per hour in addition to the four (\$4) dollars an hour, and if applicable, the three (\$3) dollar an hour pouring rate. Members serving as Sector Command (including, but not limited to Operations, Triage, Safety, Compound) shall be compensated an additional five (\$5) dollars per hour in addition to the four (\$4) dollars an hour, and if applicable, the three (\$3) dollar an hour pouring rate.

## **ARTICLE 16 PERSONAL DAYS**

Each employee shall be allowed two (2) ten (10)-hour personal tours and two (2) fourteen (14)-hour personal tours per year, plus an additional twenty-four (24) hours which may be used in a minimum of four (4)-hour increments, and will not be charged to sick leave. The Chief shall have advance notification of employees' requests for use of personal time. That notification period shall, at a minimum, be equal to the length of the requested personal time, except in cases of emergency. Leave shall be granted subject to the approval of the Chief, which shall not be unreasonably withheld.

Staff Officers; Fire Prevention Officers and E.M.S. Officer shall receive an equivalent amount of hours.

Each employee that is granted a certificate from the Massachusetts Firefighting Academy for having attended and completed the Rope Rescue Operational Level training program will be eligible for an additional twelve (12) hours of incremental Personal Leave. Personal days may not be carried over from year to year, but time may be carried over due to unforeseen circumstances, upon the approval of the Chief. *Employees who previously completed the Massachusetts Firefighting Academy Confined Space Operation Level training, shall be grandfathered under this section.*

**ARTICLE 17**  
**BIWEEKLY PAY AND DIRECT DEPOSIT**

1. The Union agrees that the Town may change pay from weekly to bi-weekly without need for further bargaining if the Town obtains the agreement of all other unions to convert to bi-weekly pay, and so long as the Town provides a minimum of six (6) months' advance notice to affected bargaining unit members and makes the conversion to bi-weekly pay during a calendar month in which the employees will receive three (3) paychecks.
2. All firefighters shall receive their pay through direct deposit. (Each firefighter who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the Town's payroll office.) The Town will assist a firefighter who has a documented hardship in establishing direct deposit. The Town may provide firefighters with electronic pay advices in lieu of paper advices/paystubs.

**ARTICLE 18**  
**LIMITED DUTY- INJURED WHILE ON DUTY**

A. Whenever a firefighter is incapacitated for duty because of injury or infectious disease sustained in the performance of duty, without fault of his/her own, in accordance with Chapter 41, Section 111F, he/she shall be granted leave without loss of pay for the period of such incapacity, provided however, that no such leave shall be granted for any period after such firefighter has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time. For the purpose of this section an infectious disease shall be defined according to the Department of Public Health 105 CMR 172.001, as amended from time to time. The process of reporting an injury or infectious disease exposure shall include following the steps and completing and submitting all relevant supporting documentation outlined in the departmental policy.

- 1) The employee shall report any known exposure pursuant to all standing practices to the Infectious Disease Control Officer, and the Chief of Department, or his designee, as soon as practical after the exposure.
- 2) The employee shall be offered any reasonable follow up testing, prophylactic treatments, and/or counseling for the disease in question.
- 3) A baseline test may be offered to any employee prior to the implementation of this section, or upon hiring of any employee *effective July 1, 2003*. Any employee declining a baseline test will be required to prove the exposure was incurred on duty by substantiating documentation outlined in Section 1 above.
- 4) Upon completion of the baseline test, the testing facility shall forward to the appointing authority, and the employee, a certificate stating that the employee is eligible or ineligible for the presumption of illness.

Further, no such paid leave shall be continued beyond a total of thirty (30) calendar days in the event the physician designated by the appointing authority determines that the firefighter is capable of performing limited firefighter duties on either a full time or less than full time basis subject only to the provisions contained herein.

The Chief shall determine whether a position is available which the firefighter is capable of performing and may or may not assign him/her to fill the position.

B. Assignments to limited duty tasks may be changed or terminated at the discretion of the Fire Chief, subject only to the provisions contained herein. Firefighters will not be involuntarily assigned to light duty prior to the expiration of thirty calendar days. The thirty-calendar day periods referred to in this paragraph include all time

due to an injury or any recurrence of the same injury, whether or not continuous. Light or limited duty tasks shall include, but not be limited to;

- I. General Clerical Work.
2. Training
3. Fire Prevention (School Programs)
4. Inspections, fire alarm box plug outs
5. General Desk Duty, acceptance testing of fire alarm systems
6. Supervision (applicable to supervisors only)
7. Plan Review
8. General House Cleaning
9. Inventory of Supplies and Equipment
10. Updating Department Street List Books
11. Fire Alarm Testing and Mapping.
12. Driving apparatus to and from repair shops.

C. The Chief will make reasonable efforts whenever possible to make assignments of light duty to the same group as the firefighter is currently assigned.

D. If the firefighter is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same and he/she has not filed a timely appeal hereunder, his/her pay shall be discontinued and he/she shall be subject to disciplinary action.

E. During the pendency of any appeal taken hereunder or during the limited duty assignment itself, the employee shall comply with all reasonable regulations of the Chief, except those which conflict with the nature of the limited duty assignment thereby jeopardizing the employee's recovery.

F. The only overtime for which an employee assigned to light duty may be eligible, shall be regular 10/14-hour tours provided that no more than one person working in a light duty capacity is assigned to an overtime tour.

G. Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein shall preclude the Town of Mansfield from involuntarily retiring members. Further, nothing herein shall preclude an injured firefighter from seeking and obtaining treatment for said injury or infectious disease from a physician of his choice. Nothing herein shall require or preclude the Chief from, or limit his discretion regarding, the granting or denying of a request from a firefighter out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

H. It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

Appeal Process: In the event the individual firefighter's personal physician disagrees with the decision made by the physician designated by the appointing authority and believes that the firefighter is not capable of returning to limited duty, the firefighter shall cause his/her physician to confer with the physician designated by the appointing authority within ten (10) calendar days of the decision by the physician designated by the appointing authority.

A firefighter assigned to light duty notwithstanding the continuing disagreement of his personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician as soon as practical thereafter. The decision of

the third physician shall be final and binding as to whether the firefighter is medically capable of being assigned to limited or light duty at that time. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period.

If the firefighter is determined by the third physician to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same, his/her pay shall be discontinued and he/she shall be subject to disciplinary action. Nothing herein, however, shall prevent the Chief from having the firefighter subsequently reexamined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the firefighter has sufficiently recovered to commence light duty. The cost of the procedure, namely payment of the third physician, shall be paid for by the Town of Mansfield

I. Limited duty employees will be allowed, with at least twenty-four (24) hours' notice, to be released without loss of pay or benefits for medical appointments directly related to the injury(ies).

## **ARTICLE 18A**

### **LIMITED DUTY- INJURED WHILE NOT ON DUTY**

Employees who are on authorized sick leave for more than thirty (30) days can request a limited duty assignment. *(thirty (30) day minimum will not count if employee has limited sick time available)*. Employees must be certified by a medical doctor as capable of limited duty. After medical certification they shall be allowed to work in a limited duty capacity upon the determination of the Fire Chief.

Light duty tasks shall be performed on a forty (40) hour per week basis with times assigned by the Fire Chief, who will consider requests from the employee. The Limited duty firefighter will not count towards group staffing numbers. The employee shall report to work in their uniform as allowed by the uniform section of the current contract. In the event the injury prevents the Firefighter from wearing the department approved uniform, the Chief shall approve an alternative to the uniform that will not further injure the firefighter and provide usability.

It is understood that assignment to limited duty tasks pursuant to this section shall be temporary in nature, lasting no more than one (1) year in total with a review period at every ninety (90) day mark.

So long as the assigned limited duty is not that performed by employees of another bargaining unit, limited duty tasks shall include any duty to which such employee might otherwise be assigned, consistent with the employee's physical limitations, including, but not limited to, the following:

*Training*

*Fire Prevention*

*Inspections*

*Permitting*

*Public Relations*

*Computer Operations*

*Answering Phones*

Such assignments may be made only after a written medical opinion is obtained which indicates that the employee's injury(ies) would not prevent him/her from performing such tasks. If in the opinion of the examining doctor, performing such light duty tasks would prolong the rehabilitative process or otherwise seriously increase the risk of further injury, the Chief shall not assign tasks to the injured employee.

Modified duty shall not include driving of ambulances or fire suppression emergency vehicles. In any event no employee will be held responsible for failure to render emergency assistance when prevented from doing so by

the condition necessitating the light duty status. Employees on limited duty shall not be allowed to work any regularly assigned bargaining unit Detail work or outside details.

A person on limited duty shall be eligible for time and a half pay limited to:

- Rounds
- Article 5 (classroom only)
- Any other occasion mutually agreed upon by the Chief and the Local

Limited Duty employees will be allowed, with at least twenty-four (24) hour notice, to be released without loss of pay or benefits for Medical Appointments directly related to the injury(ies).

## **ARTICLE 19 MASS GATHERINGS**

Whenever there is a request or requirement for a Detail Assignment for a Mass Gathering Event, the following staffing formula will apply;

1-1,400 Attendees = 1 Firefighter

1,401-4,000 Attendees= 2 Firefighters

4,001-15,000 Attendees= 4 Firefighters

15,001-22,000 Attendees= 6 Firefighters

22,001-35,000 Attendees= 8 Firefighters

35,001 or more Attendees= Minimum of ten (10) Firefighters with one additional Firefighter assigned for each incremental increase of 4,000 Attendees.

The Chief shall reserve the right to add additional Firefighters to the above minimums for any Event deemed necessary.

An Event in progress that exceeds the minimum staffing requirement will cause the Fire Department to transmit a Signal 15, to attempt to meet the required minimum staffing level.

## **ARTICLE 20 DURATION**

The duration of this contract shall be July 1, 2023 through June 30, 2026. Either party wishing to terminate, amend, or modify the contract, must so notify the other party in writing, not more than two hundred forty (240) days nor less than one hundred eighty (180) days prior to such expiration date. Within fifteen (15) days after the receipt of such notification by either party, a conference shall be held between the Town and the Union contract negotiating committee for the purposes of negotiating concerning such amendment, modification, or termination.

This Agreement is subject to and conditioned upon the favorable vote of the Town Meeting to appropriate sufficient funds for the implementation of the Agreement.

## **ARTICLE 21 PHYSICAL FITNESS**

The Town will reimburse employees in the bargaining unit for fifty percent (50%) of the annual fee for membership at a health club of the employee's choice, not to exceed a three hundred dollar (\$300.00) maximum annual reimbursement. In order to be reimbursed under this Article, employees shall provide satisfactory evidence of participation to the Fire Chief or his designee. A receipted bill shall be provided to the Chief or designee before the Town payment can be made.

In the spirit of the health and wellness for Mansfield Permanent Firefighters Local 1820 and its members, the Town shall pay a one thousand-dollar (\$1,000.00) stipend to each member for the successful completion of a physical fitness test each fiscal year beginning in FY2013 (July 1, 2012). Such test will be comprised of the following events: 1.5-mile timed run or bicycle equivalent as agreed by both parties, 1-minute timed sit-ups and 1-minute timed pushups. At no time will a member be required to take part in this test, it shall be voluntary. The qualifying times shall be derived from the table below.

The test shall be administered three times per Fiscal Year (July 1<sup>st</sup> to June 30<sup>th</sup>), on dates to be determined by the Chief or his designee. A member may take, or retake, the test on multiple dates per Fiscal Year; however, the member shall be limited to receiving one physical fitness test stipend per Fiscal Year. The time, date and location of the test shall be posted at least 30 days prior to the testing date. The Town will allow a member to take time off to participate in the Voluntary test if he/she is assigned to work at the time of the test.

Upon successful completion of the test, the Town shall pay the member a stipend of one thousand dollars (\$1,000.00) no later than thirty (30) days from said completion.

| <b>Applicant's Age</b> | <b>20-29</b> | <b>30-39</b> | <b>40-49</b> | <b>50-59</b> | <b>60+</b> |
|------------------------|--------------|--------------|--------------|--------------|------------|
| 1.5 Mile Run           |              |              |              |              |            |
| Male                   | 12:51        | 13:36        | 14:29        | 15:26        | 17:19      |
| Female                 | 15:26        | 15:57        | 16:58        | 17:55        | 20:55      |
| Sit Ups (min.)         |              |              |              |              |            |
| Male                   | 38           | 35           | 29           | 24           | 9          |
| Female                 | 32           | 25           | 20           | 14           | 6          |
| Push Ups               |              |              |              |              |            |
| Male                   | 29           | 24           | 18           | 13           | 10         |
| Female                 | 15           | 11           | 9            | 5            | 3          |
| Female (modified*)     | 23           | 19           | 13           | 13           | 8          |

## **ARTICLE 22 RESIDENCY**

All Firefighters employed by the Mansfield Fire Department must reside in the following towns:

**Massachusetts:** Attleboro, Avon, Bellingham, Berkley, Blackstone, Boston, Braintree, Bridgewater, Brockton, Canton, Dedham, Dighton, Dover, East Bridgewater, Easton, Foxboro, Franklin, Freetown, Halifax, Hanover, Hanson, Hingham, Holbrook, Holliston, Hopedale, Lakeville, Mansfield, Medfield, Medway, Mendon, Middleboro, Millville, Milford, Milton, Natick, Needham, Norfolk, North Attleboro, Norton, Norwood, Plainville, Quincy, Randolph, Raynham, Rehoboth, Rockland, Seekonk, Sharon, Sherborn, Somerset, Stoughton, Swansea, Taunton, Walpole, West Bridgewater, West Roxbury, Westwood, Weymouth, Whitman, Wrentham

**Rhode Island:** Central Falls, Cumberland, East Providence, Johnston, Lincoln, North Providence, North Smithfield, Pawtucket, Providence, Smithfield

## **ARTICLE 23**

### **FIELD TRAINING OFFICER**

The Town and the Union agree upon the following terms regarding the establishment and implementation of the Field Training Officer (FTO) and Assistant Field Training Officer (AFTO) position:

1. There will be one FTO and one (AFTO) for each of the four groups who shall be selected using the same bid process now used to fill other stipend positions with the additional provision that the E.M.S. Officers will have input in the process.
2. In order to be eligible to bid for an FTO position, an employee must be a Paramedic with a minimum of two years' experience.
3. The Town shall annually pay a stipend of one thousand seven hundred fifty dollars (\$1,750.00) to each of the four selected FTOs on or before June 30<sup>th</sup> of each year.
4. Each selected FTO and AFTO shall attend and be compensated for attending an initial, four-hour orientation class at a date to be announced.
5. When an employee is performing FTO or AFTO duties with a Paramedic intern, such member shall be paid at the Lieutenant hourly rate.
6. The duties of the FTO will include daily QA/QI and will be outlined in the QA/QI program.
7. Holding an FTO position will not exclude such employee from holding other stipend positions.
8. The FTO will be required to ensure compliance of their assigned duty groups in all aspects of EMS certification, including but not limited to: EMT/Paramedic, CPR, ACLS, annual M&M Rounds requirements.

## **ARTICLE 24**

### **Community EMS**

The Town and the Union agree upon the following terms regarding the establishment and implementation of the Community EMS Program.

The Community EMS Program is defined as services provided by members of The Mansfield Fire Department that go above and beyond the regular role and responsibilities of Firefighter EMT and Firefighter Paramedic.

This program is to include but is not limited to: Mobile Integrated Healthcare visits, health and wellbeing clinics, home medication administration, vaccine administration, and infectious disease testing.

1. Members shall be selected utilizing the same bid process used for all stipend positions.
  - a. Being a Community EMS Team member does not exclude such employee from holding other stipend positions.
2. There shall be a minimum of 4 active members at all times. This does not preclude the Administration from expanding the number of members of the Community EMS Team.
3. Members shall work under the direction of the Fire Chief, EMS Officer, Medical Director.

4. Community EMS details shall be staffed with Community EMS Team Member as outlined in "Article 5: Overtime".
  - a. Regular duty crew shall not be utilized to staff these details.
  - b. Exceptions include EMS Officer during his/her regular tour of duty, and if a Community EMS Team Member is released from regular duty and backfilled with another department member as outlined in Article 5: Overtime -or- other extreme circumstances that would be agreed upon by the Fire Chief and the Union.
5. Community EMS Team Members shall be compensated at their regular overtime rate for initial training and all subsequent specialty training.
6. Community EMS Team Members may be reimbursed by the Town for the cost of tuition to attend a Community EMS certification course. No additional pay will be provided to attend the course.
7. The Town shall annually pay a stipend of five hundred (\$500) dollars to members assigned by the Chief to the Community EMS Team.
8. Stipends will be paid on or before December 1st.

## **ARTICLE 25 FILLING VACANCIES**

1. The Town shall maintain continuous promotional lists for positions above the grade of firefighter. Vacancies in such positions which the Town intends to fill shall be filled within ninety (90) days of their occurrence, provided that the Town will not be held liable if delay beyond the ninety (90) day period is caused by conditions beyond the control of the Town.
2. The Town shall make Temporary Appointments for all long-term vacancies caused by injury, illness, or any other reason. This shall be defined by any known or presumed absence of thirty (30) days or more. The Temporary Appointment shall be made upon knowledge of long-term absence and shall be selected in accordance with Paragraph C and D, Section IV of the Promotions Article of the Collective Bargaining Agreement.
3. All permanent promotions within the department up to and including the rank of Deputy Chief shall be made as a result of a competitive promotion process, subject to the eligibility requirements of New Article: Promotions. Additionally, it is agreed upon that all efforts will be made to promote Deputy Chief and Chief from within the department first if qualified candidates exist.

## **ARTICLE 26 PROMOTIONS**

The purpose of the promotional process is to identify the most qualified individual for promotion without regard to personal preference, prejudice of unsubstantiated opinions. The promotional process includes references to the Deputy Chief position. The Deputy Chief is a management position and is not subject to the terms and conditions of the collective bargaining agreement. However, it is mutually agreed upon to have a standardized process.

### **Section I: Written Examination**

- A. The initial component of the promotional process shall be an examination administered by a

professional testing firm to be hired by the Town. The written exam is to be comprised of multiple-choice questions developed from the posted reference and reading list as stated below for the entirety of the exam. The written examination will be provided for eligible employees at no fee. There may be a cost to the individual for required texts.

- B. At least one hundred eighty (180) calendar days prior to any written promotional exam for Lieutenant, Captain, or Deputy Chief, the department will announce by posting a notice including:
1. The title of the position;
  2. The eligibility requirements;
  3. Description of the duties of the position
  4. The date, time and location of the written examination;
  5. The reading list of resource and reference materials upon which the test and the assessment center will be based.

Such notice will be posted conspicuously at all fire stations. Eligible employees who are out of work due to illness, injury, active military leave or other long-term absences shall be mailed and/or emailed a copy of the examination notice at their last known address or email address.

The posted reference book list for the ranks of Lieutenant, Captain, and Deputy Chief shall not be altered from the time of posting to the day of the exam. No changes to the book list will be made once notification of an exam has been announced. A book list and any testing resources will be released at the time of examination notice. The Lieutenant exam will consist of a maximum of three (3) books and MFD SOP's and Captain exam will consist of a maximum of four (4) books and MFD SOP's.

The passing score, established by the Town, to the written examination is 70. The written examination will be scored by the testing firm. The release of the written marks will be made in a timely manner, the contemplated timeframe to be announced with the notice of the exam. (The Town will request that the release of the written marks occur within fifteen (15) days of the exam date.) Upon receiving written exam scores, candidates shall then have five (5) business days to review the promotional examination in accordance with the review policy in place by the testing firm.

- C. To be eligible for promotion candidates must be certified to the minimum standard of Firefighter I/II, and the following time in grade must be met for each rank:
1. Lieutenant: A candidate must be a member of the Department with a minimum of five (5) years continuous service in the rank of firefighter.
  2. Captain: A candidate must be a member of the Department with a minimum of seven (7) years continuous service of which two (2) years shall been at the rank of Lieutenant.
  3. Deputy Chief: A candidate must be a member of the Department with a minimum of seven (7) years continuous service of which two (2) years shall been at the rank of Captain.
  4. In the event less than three (3) applicants for a position have the required time in rank the requirement will be waived.
- D. All candidates must notify the Fire Chief in writing of their interest in taking the exam by submitting a resume and a cover letter of intent and documentation of qualification for the posted position at least sixty (60) calendar days prior to the test date.

- E. Only candidates who pass the written examination as defined in paragraph (G) below will be included in subsequent phases of the promotional process.
- F. Examinations for Lieutenant, Captain, and Deputy Chief will be conducted every two (2) years, or sooner if necessary. The list will remain in effect until superseded by a new list.
- G. A promotional exam will be considered valid if a minimum of two (2) applicants pass the exam with a score of 70 or higher.
- H. In the event that fewer than two (2) applicants achieve a minimum passing score, the Fire Chief shall have the option to proceed with the remaining testing portions or schedule another examination after posting as outlined in letter (B) above. Eligibility of this second exam will be in accordance with letter (C) above, EXCEPT, in-grade requirements for the position of Captain and/or Deputy Chief will be waived depending on the test given not having at least two (2) candidates achieve a minimum passing score.

If another exam is held because fewer than two (2) applicants achieved a score of 70 or above, the applicant(s) who passed the original exam shall have the option of “holding” their examination score and will not be required to take the next written examination. Their score shall remain valid until the next subsequent examination is given. Candidates who choose to “hold” their score shall notify the Fire Chief in writing at least fourteen (14) calendar days before the date of the next exam. The candidate electing to “hold” their score on the written examination will then be required to complete all other aspects of the promotional process.

- I. A candidate may appeal a question from the written examination. Such appeal must be made in writing to the Fire Chief within five (5) business days of the close of the candidate’s promotional testing review period. The Fire Chief will then transmit the appeal to the testing firm. If there is a question that gets overturned as the result of the appeal process, the following is applied:
  - 1. No correct answer to the question, all candidates receive credit.
  - 2. If multiple answers are correct, only those candidates who answered either correct answer will receive credit.
  - 3. If candidate chose neither correct answer, then no credit allowed.

No questions will be thrown out. The written test will be based upon a 100% score. The candidate shall be advised of the result of the appeal within ten (10) business days of the Town’s receipt of an appeal, which decision shall be final.

- J. Examination scores will remain valid until a new examination is administered and results are certified.

## **Section II: Education and Experience**

- A. The Education and Experience score shall be added to the written exam score to calculate preliminary list using an 80% test & 20% E&E formula.
  - A. Veteran Status - 5 points
    - A. Candidate must provide an official copy of DD-214 form

B. Education - maximum of 7.5 points

- a. Associates Degree 2.5 points
- Bachelor's Degree 5 points
- Master's Degree 7.5 points
- b. Eligible degrees as defined in Article 14 of the Collective Bargaining Agreement.
- c. Degrees are not cumulative. Candidate receives points for the highest degree earned and cannot receive multiple points for multiple degrees.
- d. Candidate must provide a copy of the academic record.

3. Experience

- a. 0.5 points per year of service as a full-time firefighter.
- b. Experience points are calculated as of the official date of the written examination.

4. Acting out of Grade - maximum of 12 points

- a. 0.5 points per month
- b. Acting out of grade occurs when an employee is moved to a provisional or temporary position under the Collective Bargaining Agreement. This will not include daily shift manning duties of senior firefighters as acting officer.

B. Candidates must submit documentation for education and experience to the Fire Chief at least sixty (60) days prior to the written examination date.

- 1. Points are calculated as of the application deadline for all categories except for experience. Experience will be calculated as of the date of the examination.

C. Education and experience scores will be calculated by the Fire Chief and posted thirty (30) days prior to the test date.

- 1. If any errors are discovered, candidates will have fifteen (15) days to request an individual review of their score.

### **Section III: Expanded Interview**

- A. Candidates who achieve a passing score on the written examination will be eligible to participate in an.

Expanded interview which will consist of the Fire Chief, the Deputy Fire Chief, and/or his/her designees. The fire chief may include Fire Chief(s) from outside of the department or a third-party testing firm at his/her discretion. The expanded interview will be video/audio recorded with consent assumed by all parties thru this agreement for purposes of candidate improvement as outlined in Article 26 Section IV Part F and for potential appeal/grievance resolution as outlined in Article 26 Section IV.

The expanded interview will include four (4) components related to the essential functions of the roles of Lieutenant, Captain, and Deputy Chief. These components are listed below with a maximum score possible in each component:

- 1. Interview 40 points
- 2. Tactical Scenario 20 points

- 3. Inbox/Outbox 20 points
- 4. Employee Problem 20 points

These components will have a tangible score with an associated grading rubric.

The Town will be responsible for the cost of the expanded interview.

- B. A candidate may appeal any component of the expanded interview. Such appeal must be made in writing to the Fire Chief, within five (5) business days of the completion of all components of the expanded interview for all candidates. The candidate shall be advised of the result of the appeal within ten (10) business days of the Town's decision, which shall be final.
- C. Candidates who achieve a passing score on the expanded interview shall be eligible for inclusion on the promotional list.

#### **Section IV: Scoring**

- A. The promotional list shall be established by adding the passing written score and experience/ education score (weighted 80% written and 20% education and experience) and passing expanded interview score. The minimum possible passing score would be 70% as calculated 50% written/E&E, 50% expanded interview.
- B. The promotional list shall be established no later than fifteen (15) business days following the completion of the last and third component of the promotional process, for all candidates. Each candidate at that time shall be mailed/emailed their final scores and ranking. Once established, the list shall remain valid until a new promotional process is administered and a new list is established.
- C. The Fire Chief shall select from the highest four (4) candidates on the list. In the event candidates have the exact same score within the top four (4) scores, such tied candidates shall be considered as one candidate for purposes of selecting from the top four (4) candidates eligible for promotion. [For example, if candidates A and B tied with a score of 90, and candidates C and D had scores of 88 and 86, respectively, all four (4) candidates would be eligible for promotion. The same standard would apply for candidates tied with the second highest and third highest scores].
- D. The Fire Chief shall evaluate each candidate's record of service using the following criteria:
  - 1. Job related experience;
  - 2. Performance evaluation in his/her present position (including contributions to the department);
  - 3. Work ethic and initiative;
  - 4. Training and education through career and self-initiated development;
  - 5. Disciplinary record of the employee; and
  - 6. Attendance record
- E. Candidates not selected for promotion may, at their discretion, arrange a meeting with the Chief to review the candidate's performance within the promotional process to identify how the candidate may be more successful in future promotional efforts.

#### **Section V: Selection**

- A. The parties agree that the Union shall have the right to grieve alleged violations of certain sections of

the Promotion Process provided that any grievance filed by the Union cannot involve the substance of the written exam, expanded interview, or the Fire Chief's evaluation of the service record, only the procedures by which they are administered.

- B. Union grievances shall be filed in accordance with Article 10 of the Collective Bargaining Agreement within fourteen (14) calendar days of the Union learning of the act or omission.
- C. The promotional process will not be delayed or held in abeyance pending any employee appeal or pending any Union grievance.
- D. Under no circumstances will an arbitrator have the right to rescind a promotional decision.

## **ARTICLE 27 REVOCATION OF CIVIL SERVICE**

The revocation of the Civil Service statute shall not affect any contractual or civil service rights which may have come into existence between the Town and any person employed as of the date of revocation, as a result of the original acceptance of such law, pursuant to GL c.4, Section 4B, clause (e).

### **Section 1: Seniority**

- A. For employees appointed before the removal of the Department from Civil Service, the Civil Service definition of seniority shall continue to apply for the purpose of layoffs, demotions, and recall.
- B. For employees appointed after the effective date of removal from Civil Service, seniority shall be based on the employee's date of appointment in the Department.

### **Section 2: Layoff and Recall**

- A. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal shall continue to apply.
- B. For employees appointed after the removal of the department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds, or abolition of position.
  - 1. In the event of a layoff, the least senior employee(s) shall be laid off first.
  - 2. In any such case, a thirty (30) day advance notice of the contemplated layoff shall be given to the employee in writing.
    - a. A copy of such notice shall also be given to the Union.
- C. A laid-off employee shall have recall rights for a maximum period of seven (7) years.
  - 1. Recall shall be in order of seniority with the employee with the highest level of seniority having the first right of recall.
  - 2. Notice of recall shall be via certified mail and by email to the employee's last known address and email address, with a copy to the Union President.
  - 3. A recalled employee shall notify the Town Manager within twenty-one (21) calendar days of receipt of the recall of their intention to return to the Mansfield Fire

Department.

4. Any person refusing to exercise such recall opportunity within such twenty-one (21) day period shall be deemed to have waived their right of recall permanently and absolutely, except under the following circumstances:
    - a. An employee is on active duty in the military for an enlistment period.
    - b. An employee who is obligated by contract to continue in the employ of another employer shall have the right to maintain eligibility for the next vacancy, should the Town fill the current vacancy from the recall list or otherwise.
  5. The recalled employee may, within the twenty-one (21) day period, request the Town Administrator in writing an extension of time to return to work in Mansfield for exigent reasons, which shall be specified. In considering any such request, the Town Administrator shall weigh specific exigent circumstances justifying an extension and the Town's need to fill a vacancy.
  6. Prior to the laid-off employee returning to work, the Town shall have the right to obtain a CORI report for determining whether any actions reflected on such report, after the date of the layoff, affect the employee's qualifications for reemployment.
  7. If, based on the results of such examination or investigation in subsection 6, the Town Manager rescinds the offer of recall, they shall provide the employee with a written statement of their reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.
- D. In the event of a layoff in the rank of Lieutenant or Captain, the incumbent with the least length of service in grade shall have the option to bump into a position in the next lower grade of the Department.
1. If two (2) employees have equal length of service in grade, the employee with the less total service with the Department shall be affected by the layoff.
- E. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town.
1. Laid off employees will be allowed to attend courses which involve a cost, provided they pay their portion of the costs.
    - a. Laid off employees who attend such Town-sponsored training sessions and/or courses, shall as a condition of attendance, sign a release of all claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.
  2. To facilitate maintenance of required licenses or certifications, the Town agrees to continue to affiliate laid off firefighters with the Office of Emergency Medical Services, if they do not otherwise have employment with such affiliation.

### **Section 3: Discipline**

- A. Employees appointed prior to the removal of the Town from Civil Service shall retain their

right to appeal discipline imposed under M.G.L. c. 31, § 41 to the Civil Service Commission.

1. Employees employed after the revocation of civil service shall be entitled to the grievance arbitration process for all discipline.

#### **Section 4: Promotions**

- A. The parties have negotiated a separate article [Promotions] regarding promotion procedures to govern promotions which occur after the effective date of the removal of the department from Civil Service.

### **ARTICLE 28 ENTIRE AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not part of this Agreement.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their duly authorized representatives  
this 7th day of August, 2024.

### APPROVED:



#### **TOWN OF MANSFIELD**

By: [Signature]

Date: 8/7/2024

#### **LOCAL 1820- INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L.-C.I.O**

By: [Signature]

Date: 7/26/24

By: [Signature]

Date: 7/26/24

By: [Signature]

Date: 7/26/24

By: [Signature]

Date: 7/26/24

By: Kevin M. Hada

Date: 7/26/24

**Appendix A – Town of Mansfield Family and Medical Leave Act Policy**

FOLLOWING PAGES



**Title: FAMILY AND MEDICAL LEAVE**

**Policy Number: 002**

**Effective Date: 9/21/2016**

**Originated By: Human Resources**

**Replaces: 02/10/1999**

**Original Date: N/A**

## **1. PURPOSE**

To outline the procedures governing the Family and Medical Leave Act (FMLA). FMLA allows eligible employees to take job-protected, unpaid leave, or to substitute appropriate paid leave, for up to a total of 12 workweeks in any 12 months because of the birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse, parent) with a serious health condition, because the employee's own serious health condition makes the employee unable to perform the functions of his or her job, or because of qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). In addition, eligible employees of a covered employer may take job-protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 26 workweeks in a single 12-month period to care for a covered servicemember with a serious injury or illness.

## **2. APPLIES TO**

All Town employees.

## **3. INTERPRETATION OF POLICY**

The Town retains the sole right to determine all questions and interpretations and/or application of this policy. Nothing contained herein shall be deemed to create, constitute or imply a contract between the Town and any of its employees. All questions concerning interpretation or application of this policy are to be addressed to the Director of Human Resources or his/her designee.

Approved by BOS 9/21/16

#### 4. DEFINITIONS

- 4.1 *FMLA Leave of Absence* – is defined as an excused absence for the employee who: (1) has worked for the Town for at least twelve (12) months (does not have to be continuous service as long as the break in service is less than seven (7) years prior to the FMLA request), and (2) has worked at least 1250 hours during the twelve (12) months before the leave. An employee who achieves twelve (12) months of service and has worked a minimum of 1250 hours during the preceding twelve (12) months may qualify for FMLA designation. The FMLA includes leave time for Birth, Adoption and Child Care Leave, Family Member Leave, Personal Medical Leave, Family Member Military Activation, or for the care of an injured or seriously ill military family member.
- 4.2 *Birth, Adoption and Child Care Leave* – includes leave due to the birth, adoption or foster care placement of a child or for care of that child. The leave must be completed within twelve (12) months of the child's birth, adoption or foster care placement.
- 4.3 *Family Member Leave* – includes leave to care for a seriously ill or injured spouse (including same-sex spouse), parent or child. The illness or injury must be a "serious health condition." If the leave is for care of a child, the child must be must be either under 18 or unable to care for him/herself due to mental or physical condition.
- 4.4 *Personal Medical Leave* – includes leave because of illness or injury that makes the employee unable to perform the essential functions of his or her job. The illness or injury must be a "serious health condition."
- 4.5 *Family Member* - includes a child, parent or spouse of the employee.
- 4.6 *Serious Health Condition* – means an illness, injury, impairment, or physical or mental condition that involves: any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or a period of incapacity requiring absence of more than three calendar days from work or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or any period of incapacity due to pregnancy, or for prenatal care; or any period of incapacity (or treatment therefore) due to chronic serious health condition; or a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or, any absences to receive multiple (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated.
- 4.7 *Health Care Provider* – any person licensed under federal, state or local law to provide health care services.

- 4.8 *Family Member Military Service Activation Leave* – includes leave due to the military activation or any qualifying necessity or emergency of the spouse, son, daughter, or parent of the requesting employee. Emergency includes time needed due to: short notice deployment, military event related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities agreed to by the employee and the Town.
- 4.9 *Family Member Military Caregiver Leave* – includes leave due to the employee's family member (spouse, son, daughter, parent, or the next of kin) undergoing medical treatment, recuperation or therapy for a serious military related injury or illness if the family member is an active military member or is a veteran having served time during the five (5) years preceding the date of treatment, recuperation or therapy.

## **5. POLICY**

- 5.1 A Family and Medical leave of absence will be made available to all eligible employees, pursuant to federal law.

## **6. PROCEDURE**

### **6.1 Length of Leave**

An eligible employee will be entitled to a maximum of twelve (12) weeks of FMLA during any twelve (12) month period, unless other applicable laws allow for more than 12 weeks. The twelve (12) month period is measured forward from the time the leave is first taken.

Requests for additional leave time beyond the twelve (12) weeks offered under the FMLA will be subject to the provisions of the employee's Collective Bargaining Agreement, and/or consideration of a reasonable recommendation under applicable state and federal law. Family Member Military Caregiver Leave provides up to 26 weeks of leave.

### **6.2 Notice and Scheduling of Leaves**

Requests for FMLA must be submitted in writing, or in emergency situations, made verbally to the immediate supervisor. The employee should give as much notice as possible.

When the leave is a Birth, Adoption and Child Care Leave, the employee must give at least thirty (30) days' notice of the leave to his/her immediate supervisor. In

instances where the employee is not able to give thirty (30) days' notice, the employee should give as much notice as possible.

If the employee plans to take Family Member or a Personal Medical Leave because of planned medical treatment, the employee must give at least thirty (30) days written notice of the leave. The employee must make an effort to schedule the treatment to reduce the disruption to the Town, subject to the health care provider's agreement and availability.

After requesting leave under the FMLA, the employee will receive a letter from the HR Department which will acknowledge receipt of the leave request and outline the employee's rights and obligations.

An employee's failure to give adequate notice may delay the employee's right to take FMLA.

### 6.3 Certification

An employee requesting a Personal Medical Leave, Family Medical Leave or Family Member Military Caregiver or Serious Illness Leave will be required to have his/her health care provider complete a Certification of Health Care Provider as verification of the leave. The Certification requests data such as the following, depending on the nature of the leave:

- The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
- The approximate date on which the serious health condition began, and its probable duration;
- A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. (the medical facts must be sufficient to support the need for leave);
- If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions, and the likely duration of such inability;
- If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the leave required to care for the family member;
- If the employee requests leave on an intermittent or reduced leave schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes or incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule

- leave and an estimate of the frequency and duration of the episodes of incapacity; and
- If an employee requests leave on an intermittent or reduced leave schedule basis to care for a covered family member with a serious health condition, a statement that such leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required leave.

It is the responsibility of the employee to provide the above information on a medical certification form completed by his/her health care provider to support the request for leave of absence. The employee will be deemed to have not met his/her burden under this policy and the law if he/she does not provide a completed and timely certification.

The employer may use a human resources professional, a leave administrator, another health care provider, or a management official to contact the health care provider to authenticate or to clarify the certification after the employer has given the employee the opportunity to cure any deficiencies. Authentication means providing the health care provider with a copy of the certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document. Clarification means contracting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response. Under no circumstances may the employee's direct supervisor contact the employee's health care provider.

If the employer has received a complete and sufficient certification but has a reason to doubt that it is valid, the employer may require the employee to obtain a second medical certification. The employer can choose the health care provider to provide the second opinion, but may not select a health care provider who it employs on a regular or routine basis. If the opinions of the employee's and the employer's designated health care provider differ, the employer may require the employee to obtain certification from a third health care provider at the employer's expense. The third health care provider must be designated or approved jointly by the employer and the employee. The opinion of the third health care provider is final and must be used by the employer. The employer is responsible for paying for the second and third opinions, including any reasonable travel expenses for the employee or family member. While waiting for the second (or third) opinion, the employee is provisionally entitled to FMLA leave.

The employee may be required to provide updated certification(s): upon expiration of the approved leave period; upon a change in circumstance/new information, or every six (6) months.

Any employee requesting Family Member Military Service Activation Leave may be requested to provide certification of the activation, qualifying necessity/emergency.

#### 6.4 Intermittent or Reduced Leave Option

An employee has the option of taking intermittent leave or leave on a reduced leave schedule when the employees' own serious health condition or the condition of a family member makes it medically necessary to do so. This option allows the employee to work partial weeks or partial days for the Town. An employee will be required to submit the Certification of Physician Form to verify the need for intermittent or reduced leave prior to the leave time being granted.

An employee who has a new or adopted healthy child can take leave intermittently or on a reduced leave schedule only if the Town agrees.

An employee on intermittent or reduced leave will be entitled to twelve (12) weeks of leave on the intermittent or reduced leave schedule. The approved intermittent/reduced leave will be in effect for a period no greater than twelve (12) months. Intermittent/reduced leave needed thereafter, for a different qualifying event, must be treated as a new FMLA event, requiring the employee to have worked a minimum of 1250 hours during the preceding twelve (12) months to participate.

The employee is required to make a reasonable effort to schedule the reduced leave so as not to unduly disrupt the Town's business. At the Town's discretion, an employee on intermittent leave or a reduced leave schedule that is foreseeable based on planned medical treatment(s), may be transferred to an alternative position temporarily while on intermittent or reduced leave schedule, as long as the alternative position has equivalent pay and benefits.

#### 6.5 Sick, Vacation and Personal Leave

An employee is required to use available (as defined by applicable CBA or Town Policy) sick time while out on FMLA leave. An employee may elect to be paid for unused vacation time (eligible vacation time for the year in which the leave occurs) or personal compensatory time during an FMLA leave of absence. An employee who elects to receive vacation or personal compensatory time while on leave of absence may not take the time unpaid at a later date.

#### 6.6 Benefits Eligibility

An employee's participation in Group Health, Life Insurance and Dental shall continue during a leave of absence. The employee will continue to pay for his/her share of the cost for participating in Group Health, Life or Dental Insurance programs

while on FMLA leave. If the employee exhausts all paid leave available in accordance with Section 6.5 above, then he/she is required to forward his/her portion of the healthcare coverage cost to the Treasurer's office.

#### 6.7 Returning From Leave

Upon returning from a leave of absence pursuant to this policy, the employee will be reinstated to the former position which he/she held prior to the leave.

An employee is not entitled to reinstatement if during the period of the leave the Town experiences a reduction in force or lay-off, pursuant to which the employee would have lost his/her position if the employee were not on leave. However, an employee shall retain all rights under any applicable lay-off and recall system as though the employee had not been on leave.

Before the employee may return from a Medical Leave under this policy, the employee's health care provider must certify that the employee is able to perform the essential functions of his/her job with or without restrictions. An employee's return to work may be delayed if the employee fails to provide the required certification. Employees must present the "Light Duty or Fitness for Full Duty Certification" completed by his/her physician.

#### 6.8 Rights of a Key Employee

The following elements must be presented to deny restoration to a former position: (1) the employee must be salaried and among the highest paid ten (10%) percent of all employees employed within 75 miles of the facility at which the employee was employed; and (2) the denial is necessary to prevent substantial and grievous economic injury to the Town's operation; and (3) at the time the FMLA leave is approved, the Town must notify the employee of its intent to deny restoration due to injury to operations.

Any denial of restoration in accordance with this policy must be approved by the Town Manager.

### 7. GENERAL

- 7.1 The Town will post a conspicuous notice of the employee's rights and obligations under this policy.

If the Town employs both spouses, the total Birth, Adoption and Child Care Leave to which they are entitled together will be twelve (12) weeks in any twelve (12) month period.

The Town will limit questions posed to healthcare providers to the questions outlined within the U.S. Department of Labor standardized Certification forms.

The supervisor of an employee being placed on leave of absence is responsible for accurately reporting the employee's FMLA leave on the department's payroll and for tracking an employee's return to work.

## **8. EXCEPTIONS**

See paragraph 6.8 (Right of a Key Employee)

## **9. FORMS**

- The Employee's Guide to the Family and Medical Leave Act.
- Form WH-380E – Certification of Health Care Provider for Employee's Serious Health condition
- Form 380F – Certification of Health Care Provider for Family Member's Serious Health Condition
- Form 381 – Notice of Eligibility and Rights & Responsibilities
- Form 382 – Designation Notice
- Form WH-384 – Certification of Qualifying Exigency For Military Family Leave
- Form WH-385 – Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave Light Duty or Fitness for Full Duty Certification Form

## **Appendix B – Wages, Longevity, and EMT Pay Matrix**

FOLLOWING PAGES

### FY2024 - 2% COLA & 1% Chart Adjustment

| Steps             | EMT-B     | EMT-P     | EMT-B w/nw | EMT-P w/nw | 9%        | EMT-B OT  | EMT-P OT     | EMT-B Weekly | EMT-P Weekly  | EMT-B Annual   | EMT-P Annual | Weekly Base   | Annual Base    |
|-------------------|-----------|-----------|------------|------------|-----------|-----------|--------------|--------------|---------------|----------------|--------------|---------------|----------------|
|                   | Base      | 5%        | 9%         | 9%         |           | x1.5      | x1.5         | x42          | x42           | x52            | x52          |               |                |
| 2                 | \$27.6408 | \$29.0228 | \$30.1284  | \$31.6349  | \$45.1927 | \$47.4523 | \$1,265.3947 | \$1,328.6645 | \$65,800.5257 | \$69,090.5520  | \$1,160.9126 | \$60,367.4548 |                |
| 3                 | \$29.0534 | \$30.5060 | \$31.6682  | \$33.2516  | \$47.5023 | \$49.8774 | \$1,330.0635 | \$1,396.5666 | \$69,163.3000 | \$72,621.4650  | \$1,220.2417 | \$63,452.5688 |                |
| 4                 | \$31.9316 | \$33.5282 | \$34.8055  | \$36.5457  | \$52.2082 | \$54.8186 | \$1,461.8291 | \$1,534.9206 | \$76,015.1135 | \$79,815.8692  | \$1,341.1276 | \$69,738.6362 |                |
| 5                 | \$33.5053 | \$35.1805 | \$36.5207  | \$38.3468  | \$54.7811 | \$57.5202 | \$1,533.8711 | \$1,610.5646 | \$79,761.2960 | \$83,749.3608  | \$1,407.2212 | \$73,175.5009 |                |
| 20yr Step         | \$34.1754 | \$35.8841 | \$37.2512  | \$39.1137  | \$55.8767 | \$58.6706 | \$1,564.5485 | \$1,642.7759 | \$81,356.5219 | \$85,424.3480  | \$1,435.3656 | \$74,639.0110 |                |
|                   |           |           |            |            |           |           |              |              |               |                |              |               |                |
|                   | Hr Base   |           |            | N/W        |           | OT        |              | Weekly       |               | Annual         |              | Weekly Base   | Annual Base    |
| Lt                | \$39.0504 |           |            | \$42.5649  |           | \$63.8474 |              | \$1,787.7267 |               | \$92,961.7905  |              | \$1,640.1163  | \$85,286.0464  |
| Lt. + 20yr        | \$39.8314 |           |            | \$43.4162  |           | \$65.1243 |              | \$1,823.4813 |               | \$94,821.0263  |              | \$1,672.9186  | \$86,991.7673  |
|                   |           |           |            |            |           |           |              |              |               |                |              |               |                |
| Capt.             | \$44.9079 |           |            | \$48.9497  |           | \$73.4245 |              | \$2,055.8858 |               | \$106,906.0591 |              | \$1,886.1337  | \$98,078.9533  |
| Capt + 20yr       | \$45.8061 |           |            | \$49.9287  |           | \$74.8930 |              | \$2,097.0035 |               | \$109,044.1803 |              | \$1,923.8564  | \$100,040.5324 |
|                   |           |           |            |            |           |           |              |              |               |                |              |               |                |
| Staff Capt.       | \$49.7041 |           |            | no n/w     |           | \$74.5562 |              | \$2,087.5728 |               | \$108,553.7855 |              | \$2,087.5728  | \$108,553.7855 |
| Staff Capt + 20yr | \$50.6982 |           |            | no n/w     |           | \$76.0473 |              | \$2,129.3243 |               | \$110,724.8612 |              | \$2,129.3243  | \$110,724.8612 |

### FY2025 - 2.5% COLA & 1% Chart Adjustment

| Steps             | EMT-B     | EMT-P     | EMT-B w/nw | EMT-P w/nw | 9%        | EMT-B OT  | EMT-P OT     | EMT-B Weekly | EMT-P Weekly  | EMT-B Annual   | EMT-P Annual | Weekly Base   | Annual Base    |             |  |
|-------------------|-----------|-----------|------------|------------|-----------|-----------|--------------|--------------|---------------|----------------|--------------|---------------|----------------|-------------|--|
|                   | Base      | 6%        | 9%         | 9%         |           | x1.5      | x1.5         | x42          | x42           | x52            | x52          |               |                |             |  |
| 2                 | \$28.3317 | \$30.0316 | \$30.8816  | \$32.7345  | \$46.3224 | \$49.1017 | \$1,297.0260 | \$1,374.8476 | \$67,445.3534 | \$71,492.0746  | \$1,189.9321 | \$61,876.4710 |                |             |  |
| 3                 | \$29.7796 | \$31.5664 | \$32.4598  | \$34.4074  | \$48.6897 | \$51.6111 | \$1,363.3116 | \$1,445.1103 | \$70,892.2019 | \$75,145.7341  | \$1,250.7446 | \$65,038.7174 |                |             |  |
| 4                 | \$32.7299 | \$34.6937 | \$35.6756  | \$37.8161  | \$53.5134 | \$56.7242 | \$1,498.3748 | \$1,588.2773 | \$77,915.4913 | \$82,590.4208  | \$1,374.6558 | \$71,482.1021 |                |             |  |
| 5                 | \$34.3429 | \$36.4035 | \$37.4338  | \$39.6798  | \$56.1506 | \$59.5197 | \$1,572.2179 | \$1,666.5509 | \$81,755.3284 | \$86,660.6481  | \$1,442.4017 | \$75,004.8885 |                |             |  |
| 20yr Step         | \$35.0298 | \$37.1315 | \$38.1824  | \$40.4734  | \$57.2737 | \$60.7101 | \$1,603.6622 | \$1,699.8819 | \$83,390.4350 | \$88,393.8611  | \$1,471.2497 | \$76,504.9862 |                |             |  |
|                   |           |           |            |            |           |           |              |              |               |                |              |               |                |             |  |
|                   | Hr Base   |           |            | N/W        |           | OT        |              | Weekly       |               | Annual         |              | Weekly Base   |                | Annual Base |  |
| Lt                | \$40.4079 |           |            | \$44.0446  |           | \$66.0668 |              | \$1,849.8715 |               | \$96,193.3194  |              | \$1,697.1298  | \$88,250.7518  |             |  |
| Lt. + 20yr        | \$41.2160 |           |            | \$44.9255  |           | \$67.3882 |              | \$1,886.8690 |               | \$98,117.1858  |              | \$1,731.0724  | \$90,015.7668  |             |  |
|                   |           |           |            |            |           |           |              |              |               |                |              |               |                |             |  |
| Capt.             | \$46.4690 |           |            | \$50.6512  |           | \$75.9769 |              | \$2,127.3523 |               | \$110,622.3173 |              | \$1,951.6993  | \$101,488.3645 |             |  |
| Capt + 20yr       | \$47.3984 |           |            | \$51.6643  |           | \$77.4964 |              | \$2,169.8993 |               | \$112,834.7637 |              | \$1,990.7333  | \$103,518.1318 |             |  |
|                   |           |           |            |            |           |           |              |              |               |                |              |               |                |             |  |
| Staff Capt.       | \$51.4319 |           |            | no n/w     |           | \$77.1479 |              | \$2,160.1408 |               | \$112,327.3219 |              | \$2,160.1408  | \$112,327.3219 |             |  |
| Staff Capt + 20yr | \$52.4606 |           |            | no n/w     |           | \$78.6908 |              | \$2,203.3436 |               | \$114,573.8683 |              | \$2,203.3436  | \$114,573.8683 |             |  |

### FY2026 - 2.5% COLA & 1% Chart Adjustment

| <u>Steps</u>             | <u>EMT-B</u>   | <u>EMT-P</u> | <u>EMT-B w/nw</u> | <u>EMT-P w/nw</u> | <u>EMT-B OT</u> | <u>EMT-P OT</u> | <u>EMT-B Weekly</u> | <u>EMT-P Weekly</u> | <u>EMT-B Annual</u> | <u>EMT-P Annual</u> | <u>Weekly Base</u> | <u>Annual Base</u> |
|--------------------------|----------------|--------------|-------------------|-------------------|-----------------|-----------------|---------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
|                          | Base           | 7%           | 9%                | 9%                | x1.5            | x1.5            | x42                 | x42                 | x52                 | x52                 |                    |                    |
| 2                        | \$29.0400      | \$31.0728    | \$31.6536         | \$33.8693         | \$47.4804       | \$50.8040       | \$1,329.4509        | \$1,422.5124        | \$69,131.4445       | \$73,970.6457       | \$1,219.6797       | \$63,423.3436      |
| 3                        | \$30.5241      | \$32.6608    | \$33.2713         | \$35.6002         | \$49.9069       | \$53.4004       | \$1,397.3928        | \$1,495.2103        | \$72,664.4277       | \$77,750.9376       | \$1,282.0118       | \$66,664.6126      |
| 4                        | \$33.5481      | \$35.8965    | \$36.5675         | \$39.1272         | \$54.8512       | \$58.6908       | \$1,535.8342        | \$1,643.3426        | \$79,863.3780       | \$85,453.8145       | \$1,409.0222       | \$73,269.1541      |
| 5                        | \$35.2014      | \$37.6655    | \$38.3695         | \$41.0554         | \$57.5542       | \$61.5830       | \$1,611.5187        | \$1,724.3250        | \$83,798.9734       | \$89,664.9015       | \$1,478.4575       | \$76,879.7921      |
| 20yr Step                | \$35.9054      | \$38.4188    | \$39.1369         | \$41.8765         | \$58.7053       | \$62.8147       | \$1,643.7491        | \$1,758.8115        | \$85,474.9528       | \$91,458.1995       | \$1,508.0267       | \$78,417.3879      |
|                          |                |              |                   |                   |                 |                 |                     |                     |                     |                     |                    |                    |
|                          | <u>Hr Base</u> |              |                   | <u>N/W</u>        |                 | <u>OT</u>       |                     | <u>Weekly</u>       |                     | <u>Annual</u>       | <u>Weekly Base</u> | <u>Annual Base</u> |
| <u>Lt</u>                | \$41.8087      |              |                   | \$45.5714         |                 | \$68.3572       |                     | \$1,914.0008        |                     | \$99,528.0407       | \$1,755.9640       | \$91,310.1291      |
| <u>Lt. + 20yr</u>        | \$42.6448      |              |                   | \$46.4829         |                 | \$69.7243       |                     | \$1,952.2808        |                     | \$101,518.6015      | \$1,791.0833       | \$93,136.3316      |
|                          |                |              |                   |                   |                 |                 |                     |                     |                     |                     |                    |                    |
| <u>Capt.</u>             | \$48.0800      |              |                   | \$52.4072         |                 | \$78.6107       |                     | \$2,201.1009        |                     | \$114,457.2468      | \$2,019.3586       | \$105,006.6484     |
| <u>Capt + 20yr</u>       | \$49.0416      |              |                   | \$53.4553         |                 | \$80.1830       |                     | \$2,245.1229        |                     | \$114,457.2468      | \$2,059.7458       | \$107,106.7814     |
|                          |                |              |                   |                   |                 |                 |                     |                     |                     |                     |                    |                    |
| <u>Staff Capt.</u>       | \$53.2149      |              |                   | no n/w            |                 | \$79.8224       |                     | \$2,235.0261        |                     | \$116,221.3585      | \$2,235.0261       | \$116,221.3585     |
| <u>Staff Capt + 20yr</u> | \$54.2792      |              |                   | no n/w            |                 | \$81.4188       |                     | \$2,279.7266        |                     | \$118,545.7856      | \$2,279.7266       | \$118,545.7856     |

### FY2026 - 1% COLA on 6/30/2026

| <u>Steps</u>             | <u>EMT-B</u>   | <u>EMT-P</u> | <u>EMT-B w/nw</u> | <u>EMT-P w/nw</u> | <u>EMT-B OT</u> | <u>EMT-P OT</u> | <u>EMT-B Weekly</u> | <u>EMT-P Weekly</u> | <u>EMT-B Annual</u> | <u>EMT-P Annual</u> | <u>Weekly Base</u> | <u>Annual Base</u> |
|--------------------------|----------------|--------------|-------------------|-------------------|-----------------|-----------------|---------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
|                          | Base           | 7%           | 9%                | 9%                | x1.5            | x1.5            | x42                 | x42                 | x52                 | x52                 |                    |                    |
| 2                        | \$29.3304      | \$31.3835    | \$31.9701         | \$34.2080         | \$47.9552       | \$51.3121       | \$1,342.7457        | \$1,436.7379        | \$69,822.7770       | \$74,710.3714       | \$1,231.8768       | \$64,057.5936      |
| 3                        | \$30.8293      | \$32.9874    | \$33.6040         | \$35.9563         | \$50.4060       | \$53.9344       | \$1,411.3672        | \$1,510.1629        | \$73,391.0960       | \$78,528.4727       | \$1,294.8323       | \$67,331.2807      |
| 4                        | \$33.8836      | \$36.2554    | \$36.9331         | \$39.5184         | \$55.3997       | \$59.2776       | \$1,551.1903        | \$1,659.7737        | \$80,661.8976       | \$86,308.2304       | \$1,423.1104       | \$74,001.7409      |
| 5                        | \$35.5534      | \$38.0422    | \$38.7532         | \$41.4659         | \$58.1298       | \$62.1989       | \$1,627.6353        | \$1,741.5698        | \$84,637.0352       | \$90,561.6277       | \$1,493.2434       | \$77,648.6562      |
| 20yr Step                | \$36.2645      | \$38.8030    | \$39.5283         | \$42.2953         | \$59.2924       | \$63.4429       | \$1,660.1880        | \$1,776.4012        | \$86,329.7759       | \$92,372.8603       | \$1,523.1083       | \$79,201.6293      |
|                          |                |              |                   |                   |                 |                 |                     |                     |                     |                     |                    |                    |
|                          | <u>Hr Base</u> |              |                   | <u>N/W</u>        |                 | <u>OT</u>       |                     | <u>Weekly</u>       |                     | <u>Annual</u>       | <u>Weekly Base</u> | <u>Annual Base</u> |
| <u>Lt</u>                | \$42.2268      |              |                   | \$46.0272         |                 | \$69.0408       |                     | \$1,933.1423        |                     | \$100,523.4001      | \$1,773.5251       | \$92,223.3028      |
| <u>Lt. + 20yr</u>        | \$43.0713      |              |                   | \$46.9477         |                 | \$70.4216       |                     | \$1,971.8052        |                     | \$102,533.8681      | \$1,808.9956       | \$94,067.7689      |
|                          |                |              |                   |                   |                 |                 |                     |                     |                     |                     |                    |                    |
| <u>Capt.</u>             | \$48.5608      |              |                   | \$52.9313         |                 | \$79.3969       |                     | \$2,223.1134        |                     | \$115,601.8980      | \$2,039.5536       | \$106,056.7872     |
| <u>Capt + 20yr</u>       | \$49.5320      |              |                   | \$53.9899         |                 | \$80.9848       |                     | \$2,267.5757        |                     | \$117,913.9360      | \$2,080.3447       | \$108,177.9229     |
|                          |                |              |                   |                   |                 |                 |                     |                     |                     |                     |                    |                    |
| <u>Staff Capt.</u>       | \$53.7470      |              |                   | no n/w            |                 | \$80.6206       |                     | \$2,257.3761        |                     | \$117,383.5550      | \$2,257.3761       | \$117,383.5550     |
| <u>Staff Capt + 20yr</u> | \$54.8220      |              |                   | no n/w            |                 | \$82.2330       |                     | \$2,302.5236        |                     | \$119,731.2261      | \$2,302.5236       | \$119,731.2261     |

## Appendix C – Health Insurance

### FOLLOWING PAGES

Blue Cross HMO Blue Value  
Fiscal Year Beginning 7-1-11

|                                                          | Current Blue Cross HMO<br>In Network<br>Co-Pays | Current<br>Mitigation | In Network<br>Co-Pays | Proposed<br>Mitigation | Out of<br>Pocket Costs |
|----------------------------------------------------------|-------------------------------------------------|-----------------------|-----------------------|------------------------|------------------------|
| Office Visit / Medical Care                              | 15                                              | 10                    | 25*                   | 10                     | 15                     |
| Well Child Care                                          | 15                                              | 10                    | 0                     | 0                      | 0                      |
| Adult Routine Physicals                                  | 15                                              | 10                    | 0                     | 0                      | 0                      |
| Routine GYN Exam                                         | 15                                              | 10                    | 0                     | 0                      | 0                      |
| Emergency Room Visits                                    | 50*                                             | 25                    | 100*                  | 75                     | 25                     |
| *waived if admitted or for observation stay              |                                                 |                       |                       |                        |                        |
| General Hospital Admission                               | 250                                             | 250                   | 500                   | 500                    | 0                      |
| Surgery (Physician's Office)                             | Nothing                                         |                       | Nothing               |                        |                        |
| Surgery (Hospital) - Day & Ambulatory                    | Nothing                                         |                       | 250                   | 250                    | 0                      |
| Imaging (CT Scan, MRI & PET)                             | Nothing                                         |                       | 75                    | 75                     | 0                      |
| Physical Therapy & Chiropractic                          | 15                                              | 10                    | 25                    | 10                     | 15                     |
| Routine Vision                                           | 15                                              | 10                    | 0                     | 0                      | 0                      |
| Mental Health Admission                                  | 250                                             | 250                   | 500                   | 500                    | 0                      |
| Alcoholism Admission                                     | 250                                             | 250                   | 500                   | 500                    | 0                      |
| Outpatient (Alcoholism / Mental Health)                  | 15                                              | 10                    | 0                     | 0                      | 0                      |
| <b>Prescriptions purchased monthly - local pharmacy:</b> |                                                 |                       |                       |                        |                        |
| Tier 1 - generic                                         | 10                                              | 0                     | 15                    | Nothing                | 15                     |
| Tier 2 - preferred brand name                            | 20                                              | 0                     | 30                    | Nothing                | 30                     |
| Tier 3 - non preferred drugs                             | 35                                              | 0                     | 50                    | Nothing                | 50                     |
| <b>Express Script- 3 month supply (mail ordered):</b>    |                                                 |                       |                       |                        |                        |
| Tier 1 - generic                                         | 10                                              | 0                     | 30                    | 15                     | 15                     |
| Tier 2 - preferred brand name                            | 20                                              | 0                     | 60                    | 30                     | 30                     |
| Tier 3 - non preferred drugs                             | 35                                              | 0                     | 150                   | 100                    | 50                     |
| *Could be zero for visits that are preventive            |                                                 |                       |                       |                        |                        |
| April 9, 2011WRR                                         |                                                 |                       |                       |                        |                        |

**Mansfield  
Health Insurance Premiums**

|                                                                                                                                                                     | Plans                           | Current Rates<br>7/1/2010 to 6/30/2011 |          | Proposed Funding Rates<br>7/1/2011 to 6/30/2012 |          | Percent Increase |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------|----------|-------------------------------------------------|----------|------------------|--------|
|                                                                                                                                                                     |                                 | Individual                             | Family   | Individual                                      | Family   | Individual       | Family |
| <b>MONTHLY RATES</b>                                                                                                                                                |                                 |                                        |          |                                                 |          |                  |        |
| <i>Existing</i>                                                                                                                                                     | BCBS HMO Blue                   | 590.14                                 | 1,546.25 | 633.81                                          | 1,660.67 | 7.4%             | 7.4%   |
|                                                                                                                                                                     | Employee portion - 30%          | 177.04                                 | 463.88   | 190.16                                          | 498.24   |                  |        |
| <i>Existing</i>                                                                                                                                                     | BCBS Blue Care Elect (PPO)      | 907.10                                 | 2,255.07 | 974.23                                          | 2,421.95 | 7.4%             | 7.4%   |
|                                                                                                                                                                     | Employee portion - 30%          | 272.13                                 | 676.52   | 292.28                                          | 726.60   |                  |        |
| <b>MONTHLY RATES</b>                                                                                                                                                |                                 |                                        |          |                                                 |          |                  |        |
| <i>New</i>                                                                                                                                                          | BCBS HMO Blue NE Value Plan     | 536.41                                 | 1,405.46 | 587.37                                          | 1,538.98 | 9.5%             | 9.5%   |
|                                                                                                                                                                     | Employee portion - 30%          | 160.92                                 | 421.64   | 176.24                                          | 461.72   |                  |        |
| <i>New</i>                                                                                                                                                          | BCBS Blue Care Value Plan (PPO) | 843.26                                 | 2,096.34 | 923.37                                          | 2,295.49 | 9.5%             | 9.5%   |
|                                                                                                                                                                     | Employee portion - 30%          | 252.98                                 | 628.90   | 277.01                                          | 688.65   |                  |        |
| NOTE - 1 - These computations assume the 30% employee contribution remains the same for PPO as well as HMO.                                                         |                                 |                                        |          |                                                 |          |                  |        |
| NOTE - 2 - The percentage increase in the Value plan is because these plans do not have any copays on certain screenings tests and services. See the list provided. |                                 |                                        |          |                                                 |          |                  |        |
| NOTE - 3 - The Value plans have higher copays. See list provided                                                                                                    |                                 |                                        |          |                                                 |          |                  |        |
| <b>Premium savings between existing plans and new Value plans</b>                                                                                                   |                                 |                                        |          |                                                 |          |                  |        |
|                                                                                                                                                                     | BCBS HMO Blue                   |                                        |          |                                                 |          |                  |        |
|                                                                                                                                                                     | Employee portion - 30%          | 16.12                                  | 42.24    | 13.92                                           | 36.52    |                  |        |
|                                                                                                                                                                     | Annualized reduction in premium | 193.43                                 | 506.84   | 167.04                                          | 438.24   |                  |        |
|                                                                                                                                                                     | BCBS Blue Care Elect (PPO)      |                                        |          |                                                 |          |                  |        |
|                                                                                                                                                                     | Employee portion - 30%          | 19.15                                  | 47.62    | 15.27                                           | 37.95    |                  |        |
|                                                                                                                                                                     | Annualized reduction in premium | 229.82                                 | 571.43   | 183.23                                          | 455.44   |                  |        |