

*AGREEMENT*  
*TOWN OF DUXBURY*  
*AND*  
*DUXBURY PERMANENT*  
*FIREFIGHTERS ASSOCIATION*  
*I.A.F.F. LOCAL 2167*



*JULY 1, 2016 – JUNE 30, 2019*

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## **PREAMBLE**

Pursuant to the provisions of Chapter 150E, of the General Laws of the Commonwealth of Massachusetts, "An Act Relative to Collective Bargaining By Public Employees", this agreement is made and entered into by and between the Town of Duxbury; hereinafter referred to as "the Town" and Local 2167 International Association of Firefighters A.F.L.-C.I.O. hereinafter referred to as "the Union". It has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of equitable and peaceful procedures for the resolution of differences so that continued stable and progressive firefighting and fire protective services are provided the citizens of the Town.

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

### **ARTICLE I STABILITY OF AGREEMENT**

1.0 If any of the provisions of this agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts, and Municipal by-laws; with the exception of those sections of the Massachusetts General Laws outlined in Section seven (7) of Chapter 150E which have been specifically negotiated under the terms of this Collective Bargaining Agreement; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this agreement shall remain in full force and effect.

1.1 This agreement between the Town and the Union is intended to be and shall be in full settlement of all issues which are, or which the Union or the Town had by law the right to make the subject of collective bargaining in negotiations between them preceding the execution of this settlement.

1.2 Either party may at any time propose specific amendments to this agreement and the parties may mutually agree on amendments and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed amendments. Additions to this agreement shall be evidenced by a Memorandum of Understanding which shall be signed by representatives of the parties duly authorized by the Town and the Union.

1.3 Unless otherwise provided for in this agreement, the provisions of the 1972 Duxbury Personnel Plan and all subsequent Personnel Plans accepted by the Town shall not be a part of this agreement, unless agreed to in accordance with the provisions of Section 1.2 of Article I.

1.4 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

### **ARTICLE II RECOGNITION**

2.0 The Town recognizes Local 2167, Duxbury Permanent Firefighters Association A.F.L.-C.I.O. as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all Permanent Full Time Uniformed Fire Fighters as certified by the Labor Relations Commission of the Commonwealth of Massachusetts on December 7, 1972 and as amended December 20, 1972, and including the Administrative Captain/Assistant EMD, but excluding the Chief and the Deputy Chief of the Fire Department and all other employees of the Fire Department and the Town.

2.1 Administration Captain/Assistant Emergency Management Director- The Administration Captain/Asst. Emergency Management Director (EMD) position at the inception of this agreement will be offered to Captains through

an application process. Captains will be interviewed by the Fire Chief for the position and appointed by the Chief based on the job description and the candidate's qualifications. If no existing Captains are selected it shall then be offered to those on the Acting Captain List. A member selected for the position of Administrative Captain/Asst. EMD shall serve in that position for a minimum of two years. A person holding the position may vacate the position prematurely if an opening for Shift Commander occurs through attrition. If a Shift Commander wishes to transfer to days he /she shall notify the Chief within 90 days of a two year anniversary of the day Captain, if agreed to by the Chief the transfer shall take place and that person shall serve a minimum of two years and at the end of two years may bump a junior person into the day Captain position. It shall be agreed that Captains promoted prior to January 5, 2015 shall not be ordered to perform this duty.

### **ARTICLE III MANAGEMENT RIGHTS**

3.0 Except as expressly limited by a specific provision of this agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Fire Department and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives, which the Town has not expressly modified or restricted by a specific provision of this agreement, are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of scheduling of work to be performed, making work assignments, declaring an emergency situation to exist, disciplining for just cause, maintaining discipline and efficiency of employees, and the right to make and enforce reasonable rules for the safe, efficient and orderly operation of the Fire Department.

3.1 The Town will not be limited in any way, apart from the pertinent provisions of this agreement, in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:

- A. the operation and direction of the affairs of the Duxbury Fire Department in all of its various aspects, including, but not limited to, the mission, budget and policy of the Department;
- B. the determination of the level of services to be provided;
- C. the direction, control, supervision, and evaluation of the employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
- D. the determination of employee classifications or ranks;
- E. the increase, diminishment, change or discontinuation of operations in whole or in part;
- F. the institution of technological changes from time to time, or the revising of processes, systems or equipment from time to time;
- G. the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- H. the determination of the location, organization, number and training of personnel;
- I. the assignment of duties and work assignments including the change of duties and work assignments from time to time;

- J. the creation, assignment and changes of tours of duty, including the establishment and change from time to time of tour times and the determination of the number of tours and the changing of the number of tours;
- K. the transfer of employees, including without limitation the choice of which employee(s) will be transferred, the duration of such transfer(s) and to which station the employee will be transferred to;
- L. the granting and scheduling of leaves apart from those covered by this agreement;
- M. the enforcement of working hours;
- N. the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) or rank(s) to be so called;
- O. the determination of the style, color, items and standards of the uniform and turnout gear worn or used by employees;
- P. the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the rank;
- Q. the demotion, suspension, discipline or discharge of employees;
- R. the layoff of employees due to lack of funds or of work or for any other reason;
- S. the relief of employees due to the incapacity to perform duties; and
- T. the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary.
- U. the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town of Duxbury.

The Town will have the right to invoke these rights and make such changes in these items as the Town, in its sole discretion, may deem appropriate without negotiations with the Union; except to the extent expressly abridged by a specific provision of this Agreement.

3.2 During an unforeseen emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this agreement.

#### **ARTICLE IV UNION AND EMPLOYMENT SECURITY**

4.0 The Town agrees not to discharge or discriminate in any way against employees covered by this agreement on account of Union membership or lawful Union Activity. The Union agrees not to unlawfully intimidate or coerce any employee into membership into the Union nor discriminate in any way against non-union members.

4.1 The Town agrees to deduct Union Dues in accordance with the provisions of Chapter 180, Section 17A of the General Laws of Massachusetts. Such deductions of dues shall be made upon receipt of properly signed authorization forms requesting such deductions within ten (10) days following the months of deduction.

- 4.2 The Town agrees not to enter into any individual or collective agreement with any employee covered by this agreement, which is inconsistent with the terms of this agreement.
- 4.3 Except as the needs of the department may require and as otherwise directed by the Chief or the Deputy Chief the principles of seniority shall apply in respect to tenure of employment, vacations, holidays, overtime and leaves of absence. The length of service or seniority of an employee covered by this agreement shall have his seniority computed from the first date of his full time employment with the Fire Department including the probationary period for such employment. An employee transferred into the bargaining unit from another Town Department shall be granted seniority based on his full time employment with the Fire Department. A seniority list shall be posted on the Union bulletin board by the Chief and shall be kept up to date.
- 4.4 When the Town determines that it is necessary to reduce the number of employees within the department, the employee(s) shall be laid off by seniority as defined within this article. A reduction in the number of Captains will allow the least senior Captain to displace the Firefighter with the least seniority if said Firefighter has less departmental seniority. A laid off employee will retain recall rights to any future opening in classification for a period equal to length of service or two (2) years, whichever is less. Laid off employees shall receive any accrued vacation and personal day eligibility. Sick leave eligibility will be handled in accordance with Section 9.4. Those employees with recall rights may leave the sick leave eligibility intact during the recall period, or if paid in accordance with Section 9.4, the employee may re-establish all or any part of the eligibility by returning the money to the Town upon reporting for work during the recall period. All other benefits and provisions of this agreement cease upon the layoff from active service except those employees with recall rights shall continue to accrue seniority during the recall period.
- 4.5 An employee newly hired into the unit after the effective date of this agreement shall serve a probationary period of one (1) year (365 days) to determine fitness for service with the Fire Department. During an employee's probationary period he/she may be terminated without benefit or recourse to any provision of this agreement. The Town shall notify the Union of the reason for his termination but the Union shall not question the Town's right to terminate such probationary employee. Should the probationary employee fail to work each of scheduled work days (excluding only vacation and personal days) the probationary period shall be extended by an equal number of scheduled work days.
- 4.6 All present work practices and working conditions will remain in effect during the term of this agreement unless specifically modified herein or changed by the Chief after consultation with the Union. If the Union questions the necessity of such change it may have recourse to the Grievance Procedure under Article XIII and Arbitration under Article XIV.
- 4.7 Any non-probationary employee covered by this agreement who is discharged may file a grievance immediately, commencing with Step 3 of the Grievance Procedure.
- 4.8 The Chief shall grant time off, without pay, to official delegates of the Local to attend the National and State conventions of the International Association of Fire Fighters, AFL-CIO. Firefighter delegates must provide substitute(s) to work his/her tour of duty during his/her absence at the convention as prescribed in Article VI, Section 3. In the event the Firefighter delegate cannot find substitution(s), he/she will not be given the time off from work.
- 4.9 As a condition of employment, all Firefighters hired after July 1, 2000 shall successfully complete the Massachusetts Firefighting Academy recruit training program, or an equivalent recruit training program as may be authorized by the Fire Chief, and shall attain certification by the Massachusetts Fire Training Council at the NFPA Firefighter I/II level.



**ARTICLE V  
HOURS OF WORK AND WORK WEEK**

5.0 The average weekly hours of duty in any year, other than hours during which employees may be summoned and kept on duty because of conflagrations, shall be forty-two (42) hours over an eight (8) week cycle. The Town agrees to follow the so-called 24 hour shift schedule, subject to the following conditions:

1) It is understood and agreed that under a 24 hour work schedule members covered under this Agreement are scheduled to work the same number of hours each year as under the so-called 10 and 14 hour schedule. The parties further understand that the new shift schedule shall be 24 hours and the old schedule of 10 hour days and 14 hour nights shall be considered "blocks".

2) The schedule shall consist of 24 hours on, 24 hours off, 24 hours on, 120 hours off (a 1-1-1-5 configuration).

3) In converting to a 24-hour schedule, the Agreement shall reflect calculations of benefits on the basis of hours as provided in the following Articles:

- a. Article 8
- b. Article 9
- c. Article 10
- d. Article 12

5.1 Effective July 1, 2012, the position of Captain/Assistant EMD shall be established. The average weekly hours of duty in any year, other than hours during which the employee may be summoned and kept on duty because of conflagrations, shall be forty two (42) hours. The schedule shall be Monday -Thursday 8:00 to 16:30 and Friday 8:00 to 16:00. The Admin. Captain/Asst. EMD may vary from those designated hours with the permission of the Fire Chief for legitimate reasons of scheduled inspections, meetings, seminars, etc. The work schedule cannot be adjusted for reasons of accepting overtime. Permanent changes in the daytime scheduling may occur only by mutual agreement with the Union.

**ARTICLE VI  
OVERTIME PAY**

6.0 An employee covered by this agreement who is required to be on duty for any period in excess of his/her regular hours of duty, as from time to time established, may be given time off equal to such period of overtime duty or he may be paid for such period of overtime in accordance with the needs of the Department.

Overtime pay at the rate of one and one half times the employee's rate as shown in Article XI shall be paid for work performed beyond the employee's regular weekly work schedule and equivalent time off is not given.

6.1 Night Shift Differential – Effective July 1, 2018 employees working between the hours of 6:00p.m. and 8:00a.m. shall be paid a night shift differential of \$11.00.

6.2 In emergencies or as the need of the service require, employees covered by this agreement may be scheduled and requested to perform work on an overtime pay basis. In such an event every effort shall be made by the Chief to distribute such overtime pay work opportunities as equitable as practicable. The Chief shall set the staffing levels for paramedics for each shift. The Chief will maintain a list of overtime hours worked by classification during the calendar year. Overtime opportunities will be offered first to the employee with the least amount of overtime as shown on the list. An employee offered the overtime will be charged the number of hours equal to the hours actually worked. All overtime worked shall be charged to the individual cards in a timely fashion, the only exception to overtime charged is holdovers, callbacks and emergency activations. The Chief will post a detailed overtime payroll sheet within 24 hours

of each pay period. An employee refusing overtime opportunities will be charged the amount of overtime hours worked by his/her replacement(s). Employees added to the overtime list after the list has been established will be credited with the average aggregate number of overtime hours then worked. Employees shall be given as much advance notice as practicable when required to work overtime pay hours. An employee shall not be charged with overtime not worked if he is sick or injured, on vacation, bereavement leave or working as a substitute for another employee. When an employee is absent beyond sixty (60) calendar days, for any reason other than work-related injury, credited overtime hours will be adjusted to reflect the average aggregate number of overtime hours recorded by all active employees.

6.3 Overtime – The Admin. Captain/Asst. EMD is eligible to accept overtime shifts in accordance with the collective bargaining agreement and the overtime rules as established by the Fire Chief. The Admin Captain/Asst. EMD shall be offered a Shift Commander's overtime before acting Captains.

6.4 Callbacks – The Admin. Captain/Asst. EMD will be assigned as a member of a duty squad by the Fire Chief, and will be eligible to respond to duty squads, and box alarms when off-duty. Additionally, the Admin. Captain/Asst. EMD may be specially called to emergencies for purposes of fire and arson investigation. The Admin. Captain/Asst. EMD may maintain a position of the Dive Team, Technical Rescue Team or other specialized units.

6.5 Shift Coverage – The Admin. Captain/Asst. EMD is not intended to perform as Shift Commander or Firefighter but, may from time to time be required by the Fire Chief to work as a Shift Commander as the needs of the Fire Department may require. Additionally, vacancies for the Administration Captain/Asst. EMD shall be filled as per the needs of the Department.

6.6 Employees covered by this agreement may be permitted to substitute or exchange time with other employees within the department when assigned and approved by the Chief and/or Deputy Chief. No overtime pay shall be paid to any employee for such substitute and/or exchange time. Any employee, who fails for any reason, to work a substitute or exchange period having previously agreed to do so, shall be responsible for providing a suitable replacement. If the Town has to provide a replacement from the overtime list, the employee who fails to fill in on the exchange time shall be responsible for the filling.

6.7 Employees covered by this agreement who are called from their homes to perform unscheduled work shall be paid at the appropriate rate but shall receive not less than three (3) hours pay. Such an employee shall be released when the situation(s) is determined by the Chief to have returned to normal. An employee called in less than one hour prior to the start of his/her scheduled shift will not be entitled to the minimum recall.

6.8 An employee held overtime beyond his regular tour of duty in excess of fifteen minutes shall be compensated for the next full hour, and so on.

6.9 The detail rate for outside details will be the top step for a firefighter medic at the overtime rate with longevity. A 10% administration charge shall be charged to all non-Town department details.

6.10 Firefighters shall be paid a minimum of 4 hours for detail assignments. When a paid detail assignment exceeds 4 hours, the firefighter will be paid 8 hours regardless of the hours worked. Should the detail assignment go over 8 continuous hours, the additional hours worked by the firefighters shall be paid at one-and-one half times the detail rate.

**ARTICLE VII  
HOLIDAYS**

7.0 Employees covered by this agreement shall be granted the following eleven paid holidays each year, if actively employed:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Effective October 17, 2016 holiday is defined as beginning at 8:00a.m. on the day of the holiday to 8:00a.m. the next day.

7.1 Employees not scheduled to work on the holiday shall receive, in addition to their regular pay, 10 hours holiday pay computed at straight time. Working overtime on a holiday shall not negate an employee's holiday pay.

7.2 Employees scheduled to work a regular shift on a holiday shall be paid time and one-half for the hours worked.

7.3 An employee required to work on a holiday during unscheduled hours shall receive, in addition to compensation prescribed in Article VI, additional pay at time and one-half for each hour worked.

7.4 The Town shall not be required to pay holiday pay to an employee for any holiday on which he has agreed to work if he/she fails, without being excused, to work the agreed upon number of hours.

7.5 If a holiday falls within an employee's vacation shift (10 hour day or 14 hour night) such an employee shall be entitled to either holiday pay for those scheduled hours or an additional vacation shift, as the needs and circumstances of the department may require, in addition to vacation pay.

7.6 An employee whose vacation day or a day on which he is absent from duty because of injuries received in the performance of his/her duties falls on any of the aforementioned holidays an additional day off shall be allowed or payments in lieu of one day shall be allowed on approval of the Chief of the Fire Department. In no event shall the holiday pay exceed the pay normally received by the employee for his daily tour of duty. The Town will prohibit any employee from earning any kind of paid leave credits after being out for one year or more on IOD.

7.7 Trade time is not to be considered as part of any compensation entitlement provided within the above Sections 7.0 through 7.6.

7.8 Employees may be permitted to use compensatory time off in lieu of holiday pay within a reasonable period (but during the same fiscal year) provided it does not adversely affect departmental operations and has the advanced approval of the Chief. Any compensatory time not used by June 30<sup>th</sup> shall be paid to the employee as soon as practicable thereafter.

**ARTICLE VIII  
VACATION**

8.0 Vacations with pay will be granted to regular full time employees covered by this agreement as follows:

- a. In the instance of employees who have been continuously employed by the Town for less than one year as of July first in the current year, vacation leave of 12 hours shall be granted with full pay for each month of service provided: (1) that such vacation leave shall not exceed four (4) 24 hour shifts equal to 96 hours used in 10 and 14 hour shifts. (2) that such vacation leave credit shall be calculated from the first day of employment, (3) a shift is considered to be either a day shift (10 hours) or a night shift (14 hours) for purposes of calculating the vacation leave, (4) in no way shall the employee be allowed more night shifts than day shifts in the calculated vacation leave.
- b. Vacation leave of 96 hours shall be granted to any employee who, as of July first, has been continuously employed by the Town for at least one year but less than five (5) years.
- c. Vacation leave of 144 hours shall be granted to any employee who, as of July first, has been continuously employed by the Town for five (5) but less than ten (10) years.
- d. Vacation leave of 192 hours shall be granted to any employee who as of July first, has been continuously employed by the Town for ten (10) but less than twenty-five (25) years.
- e. Vacation leave of 240 hours shall be granted to any employee who as of July first, has been continuously employed by the Town for twenty-five (25) or more years.
- f. Pro-Rating – The below listed table will be used to calculate prorating the number of vacation leave hours earned by members of the bargaining unit during the fiscal year in which their fifth (5<sup>th</sup>), tenth (10<sup>th</sup>), or twenty-fifth (25<sup>th</sup>) year employment anniversary occurs:

Anniversary Date	Additional Prorated Hours
July	48
August	38
September	38
October	29
November	29
December	19
January	19
February	19
March	10
April	10
May	0
June	0

The Town shall credit the employee with the appropriate number of additional vacation hours on the first day of the month following the month during which the employment anniversary date occurs.

8.1 The vacation year shall be from July 1 to June 30. Vacations shall be given at the employee's convenience but subject to the Chief's approval, which is based on the need to maintain department operating efficiency. Subject to the need of the department, vacations shall be chosen by each employee according to seniority and classification. Displacement from the vacation list by reason of seniority shall not be allowed after April 1.

8.2 Vacation pay will be based on the normal weekly hours of employment (exclusive of overtime) and at the salary at the time the vacation is taken.

8.3 Vacation time is not cumulative from year to year nor may extra pay be given in lieu of vacation except with prior approval of the Chief.

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

8.5 The employee shall have the option of requesting that he/she be paid his full vacation pay in advance by one week's written notice to the Chief.

8.6 For the purposes of clarification, one week of vacation is equivalent to seven (7) consecutive calendar days and shall include that scheduled weekly tour of duty which the employee would have worked had he not been on vacation leave.

8.7 Employees may request to take an individual vacation day, in kind, which must be approved by the Chief or Deputy Chief consistent with the operation of the Department.

8.8 An employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal through no fault or delinquency of his/her own, or by retirement, or by entrance into the Armed Services, shall be paid for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed services shall occur up to the time of the employees separation from the payroll. If an employee's employment is terminated, he/she shall be paid for any unused vacation allowance on a pro rata basis as permitted by the Attorney General's Advisory Opinion on Vacation Policies 99/1 as issued September 7, 1999.

#### **ARTICLE IX SICK LEAVE**

9.0 All regular full time employees covered by this agreement shall be eligible to receive time off with pay in the event of a bona fide personal sickness and non-service connected injury on the following basis:

Continuous service with the Town	Allowance of paid workdays per calendar year
Less than 3 months	0
3 months to 12 months	Sick leave accumulation will be calculated on the basis of 17.5 hours each month (210 hours per year).

9.1 An employee shall be credited with the unused portion of sick leave granted to a maximum of 2100 hours.

9.2 Effective October 17, 2016 employees may use up to 24 hours of sick leave for family illnesses to be deducted from the employee's accumulated sick leave, and subject to the current sick leave requirements set forth in this Agreement.

9.3 In the case of exceptional circumstances where an employee has or is about to exhaust the sick leave allowed, additional allowance may be granted upon the application of the employee, the written recommendations of the Chief and written approval of the Town Manager. In determining whether such extended allowance shall be granted, the past absence of the employee, the length of continuous service with the Town and the quality of the employee's performance

and record shall be taken into account. Consideration shall be given as to what portion of the allowance shall be appropriate at full pay and what portion at part pay. When additional sick leave allowance is granted under this section the employee's future eligibility will be debited until the additional sick days have been reimbursed.

9.4 A physician's certificate of illness may be requested by the Chief for any portion of illness, provided the Chief has justifiable reason for such request. In any event, a physician's certificate of illness shall be submitted by the employee to the Chief after a 34 hour absence. Failure to submit a certificate shall result in non-payment of sick pay. The unauthorized use of sick leave for time off when not sick or injured may result in disciplinary action.

9.5 Upon retirement or death, an employee or his/her estate shall be granted one hours pay for each three hours of unused sick leave up to a maximum of 600 hours.

9.6 Sick leave made necessary by injury or illness in the line of duty shall be reviewed by the Chief with regard to Chapter 41, Section 100 and Section 111(f) of the Massachusetts General Laws and other laws governing municipal employees. Such line of duty injury sick leave shall not be deducted from the employees' accumulated sick leave if any. Employees covered by this agreement who are injured in the line of duty shall receive the benefits that are provided in Chapter 41, Section 100 and Section 111(f) of the Massachusetts General Laws.

9.7 An employee who refrains from using all or part of his 210 hours of sick leave eligibility accrued during the current fiscal year will receive an incentive payment of 4 hours for each 12 hours unused eligibility to a yearly cap of 70 hours. Use of days off for illness or other reasons chargeable to sick leave will diminish the incentive pay amounts in accordance with the following schedule: 12 hours paid sick leave – 4 hours incentive pay less.

An added incentive of 24 hours, not chargeable against sick leave eligibility, will be granted at a mutually acceptable time during the following fiscal year to any employee who does not use any eligibility during the fiscal year. An employee who has accrued the maximum 2100 hours or who will reach this maximum during the fiscal year will receive the same incentive payment under the same conditions as outlined above. A new employee will be paid in accordance with the same schedule but will not receive the additional personal time of 24 hours provided above unless he is able to accrue the full 210 hours eligibility during the fiscal year. Payment of the incentive will be disbursed by separate check on or about June 30 of each year. Members will forgo the 24 hours of bonus time off for not using sick time during the current fiscal year effective at signing of the contract.

Members will be entitled to an annual sick time buy back for one third (1/3) of unused time and bank any unused sick days until 6/30/15. At which time the members can either bank sick time or cash it out using the previous formula annually, no accrument will occur once time is cashed out, and members must indicate they will cash out no later than June 1<sup>st</sup> in any fiscal year.

## ARTICLE X MISCELLANEOUS PROVISIONS

10.0 Employees covered by this agreement may have up to 38 consecutive hours off without loss of pay in the event of a death in the immediate family of said employee, namely spouse, children, father, mother, brother and sister, grandparents; and up to 24 consecutive hours off in the event of the death of the employee's mother-in-law or father-in-law; and up to 14 hours in the event of the death of the employee's brother-in-law or sister-in-law. The days of this funeral leave shall be reduced or not allowed if the period of funeral leave occurs while the employee is on vacation, on sick leave or other leave of absence. Additional time off without pay may be granted by the Chief for justifiable reasons.

10.1 Work Clothing and Cleaning allowance – Clothing allowance shall be \$775 per year for all bargaining unit members except for the Mechanic Coordinator who shall receive a clothing allowance of \$1,525.00 per year. Cleaning allowance shall be \$725.00 per year for all members of the bargaining unit.

10.2 Physical Examination – Employees covered by the terms of this agreement shall be required to take a physical examination every two years in order to determine physical ability to continue employment as a Firefighter.

This physical examination shall be in accordance with standards established by the Department and shall be given by a physician designated by the Town and shall be at the Town's expense as per the following:

1. One-half of the department shall receive physical examinations each year in a two-year period commencing July 2007.
2. When designated for a physical, employees shall have one year from the designation date to be examined by their own medical provider (physician, physician's assistant, registered nurse, or nurse practitioner). Employees also shall have the option to obtain their physical examination through the Jordan Hospital Occupational/Employee Health Department.
3. Prior to the physical examination, employees shall provide their medical provider with a copy of the job description set forth in Appendix A in the agreement for their particular position (Firefighter or Captain).
4. At the conclusion of the physical examination, the employee's medical provider shall provide documentation to the employee indicating only whether or not the employee is able to continue working as a firefighter or Captain. That documentation shall be submitted to the chief within the designated time frame. In the event that the employee's medical provider states that the employee is unable to work, the matter shall be immediately referred to a joint committee made up of representatives of the Union and the Chief. In such a case, the Committee shall review the entire circumstances surrounding the fitness of the employee, including but not limited to any injury on duty claim, a second medical opinion, the possibility of accommodation to the employee's condition and the need for the employee to utilize administrative, sick, or other paid leave.
5. Any cost of the physical examination not covered by the employee's health insurance plan will be reimbursed by the Duxbury Fire Department up to a maximum amount of \$500 per employee. Employees shall be responsible for submitting a bill or receipt as soon as possible to be paid or reimbursed. Employees can schedule their physical examinations while on duty with prior approval. The Town shall not be liable for any other expenses (i.e. overtime, mileage, etc.) while attending their physicals. Employees who opt to have their physical examinations through Jordan hospital Occupational/Employee Health Department shall have the entire expense of that examination paid by the Duxbury Fire Department.

If an employee disputes the finding of the Town's physician on fitness for duty, the employee may be seen by his own specialist (concentrating in the problem area noted by the Town's physician) which specialist shall provide the Town with a full medical report on the problem condition. Where the Town's physician and the employee's specialist disagree, they shall pick a third medical specialist to render a report to the Town. The Town's physician's report will be given to the Town and the employee; the employee's specialist's report will be given to the employee and the Town; and any report by a third medical specialist will be given to the Town and the employee.

10.3 Bulletin Board – The Town shall provide space for a bulletin board of reasonable size in the Central Fire Station, to be used for Union notices concerning Union business and activities. All such notices shall be approved for posting by the Chief or the Deputy Chief.

10.4 Court Time – Whenever an employee covered by this agreement is subpoenaed to appear as a witness in a civil action during his/her off-duty hours and his/her appearance relates to his official function as a member of the Department, he/she shall be paid at his straight time hourly rate for the actual hours required and spent as a witness.

10.5 Personal Leave – An employee may use up to 30 hours for personal reasons.

10.6 The Chief shall have the option to meet at least once a year with Officers within the bargaining unit to evaluate and discuss their performance with the intent of focusing upon areas of strengths and weaknesses for the good of the Department and the Officer and utilize the performance appraisal process presented during the 2006 negotiations after prior consultation with the Captains. Such evaluations are intended exclusively as a means of increasing communications within the Fire Department. It is clearly understood that the evaluation process is not intended as a tool for determining compensation, promotions, or discipline.

10.7 Electronic Patient Care Reporting (ePCR) – Will be required of all employees in the bargaining unit. Training will occur on duty for each group. There will also be a minimum of two (2) trainings of three (3) hours each with overtime pay. Additional training will be provided as needed to ensure that all employees are able to satisfactorily perform ePCR. There will be a thirty (30) day trial period with a ninety (90) day phase in period for a total of one hundred twenty (120) days for implementation of the ePCR. Effective July 1, 2009 the base rate of an employee will be increased by 2% in addition to the 1% general wage increase for a total wage increase of 3% because of this additional job requirement.

10.8 Computer Literacy – In addition to the ePCR, the Town of Duxbury will require other computer work as needed as determined by the Fire Chief, which is associated with the work of a firefighter or captain.

10.9 Job Descriptions – The job descriptions for firefighter and captain have been negotiated and approved by the Association. The job descriptions shall be used for hiring purposes, and as the job description for the employee in the position. The job descriptions represent the current requirements for the position. The job descriptions attached to the contract and will not change except through negotiations. All present Captains are considered proficient in computer skills.

10.10 Any reference in this Agreement to the masculine gender shall also mean the feminine gender.

10.11 Job Related Certifications – Employees shall report to their immediate supervisor any change in the status of their job related certifications and licenses.

10.12 E-cigarettes, vaporizers and electronic nicotine delivery systems are prohibited whether on or off duty, in accordance with M.G.L., Ch. 41, Section 101A.

## **ARTICLE XI PAY PRACTICES**

11.0 Annual rates as shown are figured on a forty-two hour workweek. The pay increase shall be implemented so that employees will be placed in the same step position in the amended schedule. All Firefighter pay must be processed via direct deposit.

Pay raise to be as follows:	Effective July 1, 2016	2% increase
	Effective July 1, 2017	2% increase
	Effective July 1, 2018	2% increase

Pay increases are for the position of Firefighter, Firefighter EMT, Firefighter Paramedic, Fire Captain, and Fire Captain Paramedic.



<b>Effective July 1, 2016 – June 30, 2017</b>	<b>Minimum</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Maximum</b>
Firefighter	\$50,875.00	\$53,410.00	\$55,849.00	\$58,317.00
Firefighter EMT	\$53,417.00	\$56,082.00	\$58,640.00	\$61,233.00
Firefighter Paramedic	\$61,138.00	\$63,801.00	\$66,359.00	\$68,954.00
Fire Captain	\$62,488.00	\$64,561.00	\$66,864.00	\$69,002.00
Captain Paramedic	\$70,212.00	\$72,282.00	\$74,584.00	\$76,723.00
<b>Effective July 1, 2017 – June 30, 2018</b>	<b>Minimum</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Maximum</b>
Firefighter	\$51,893.00	\$54,478.00	\$56,966.00	\$59,483.00
Firefighter EMT	\$54,485.00	\$57,204.00	\$59,813.00	\$62,458.00
Firefighter Paramedic	\$62,361.00	\$65,077.00	\$67,686.00	\$70,333.00
Fire Captain	\$63,738.00	\$65,852.00	\$68,201.00	\$70,382.00
Captain Paramedic	\$71,616.00	\$73,728.00	\$76,076.00	\$78,257.00
<b>Effective July 1, 2018 – June 30, 2019</b>	<b>Minimum</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Maximum</b>
Firefighter	\$52,931.00	\$55,568.00	\$58,105.00	\$60,673.00
Firefighter EMT	\$55,575.00	\$58,348.00	\$61,607.00	\$63,707.00
Firefighter Paramedic	\$63,608.00	\$66,379.00	\$69,040.00	\$71,740.00
Fire Captain	\$65,013.00	\$67,169.00	\$69,565.00	\$71,790.00
Captain Paramedic	\$73,048.00	\$75,203.00	\$77,598.00	\$79,822.00

11.1 All promotions and reclassifications within the unit shall first be offered to qualified permanent members of the Fire Department in accordance with the job descriptions attached hereto as Appendix A. An employee promoted or reclassified will do so with an increase to the minimum step or if the present rate is between steps, to the next highest step, whichever is higher.

11.2 Progression through the rate ranges from the minimum to the maximum for employees covered by this agreement shall be in four (4) annual steps on the anniversary date of the employee's continued service, unless an employee's supervisor certifies in writing to the Town Manager and the employee that the employee's performance is unsatisfactory. Such certification shall suspend the step increase as long as the supervisor shall consider appropriate under the particular circumstances, but not to exceed one (1) year. An employee shall improve his performance during the suspension or be subject to termination. An employee shall receive a new anniversary date coinciding with the date the suspension is lifted.

11.3 When an employee covered by this agreement has reached the maximum of the rate range and he is no longer eligible for progressional increases, he/she shall receive in the following year or when the employee has reached fifteen (15) years of continuous service, whichever comes later, an additional increase in pay of 5.0% above the maximum of the appropriate grade for good and valued service to the community.

11.4 The following coordinators will receive a \$300 annual stipend, the first pay period in July:

- i. Mechanic (Any job details for mechanic coordinator are part of the department's Policies and Procedures, and not part of this Agreement, because they are assignments within existing job descriptions.)
- ii. EMS
- iii. Dive
- iv. SCBE/PPE
- v. EPCR
- vi. Communications
- vii. Training
- viii. HAZ-MAT
- ix. Technical Rescue

## **ARTICLE XII MILITARY**

12.0 An employee covered by this agreement who is called for service in the Armed Forces of the United States shall be allowed 10 hours leave with pay to take the necessary physical examination.

12.1 Any employee ordered to active duty with a Reserve or National Guard unit for annual training will be reimbursed the difference in base salaries, for a period not to exceed 96 hours per year, should the Town rate exceed the active duty rate.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

13.0 Should any employee covered by this agreement have a grievance, and earnest effort shall be made to settle such grievance at the earliest possible time by use of the following procedure:

Step 1 – Within fifteen (15) calendar days after the occurrence of the situation, condition or action giving rise to the grievance, the aggrieved employee shall present the grievance in writing, and discuss his grievance with the Deputy Chief giving all the pertinent information relative to his grievance and indicating the relief requested.

Step 2 – If the employee's grievance is not adjusted under Step 1 the aggrieved employee may within two (2) calendar weeks refer the grievance to the Chief of the Fire Department. Such grievance shall be in writing, give all of the pertinent information relative to the grievance, and indicate the relief requested. The Chief shall give an answer in writing to the employee and a copy shall be submitted to the Union within two (2) calendar weeks.

Step 3 – If the grievance is not adjusted under Step 2, within two (2) calendar weeks, the grievance shall be forwarded by the employee to the Town Manager of the Town, who shall give a decision in writing within two (2) calendar weeks.

13.1 The time limits outline above may be extended at any time by mutual agreement of the parties.

13.2 The employee shall have the right to have Union representation present at all Steps of the grievance procedure and the Union shall have the right to be present at Steps 2 and 3.

13.3 A grievance on the part of the Town shall be processed in writing by the Town Manager to the Union within two (2) calendar weeks of the incident. The Union shall give its written answer within two (2) calendar weeks. If not settled at that Step it shall be processed directly to arbitration in accordance with Article 14.

**ARTICLE XIV  
ARBITRATION**

14.0 A grievance not settled through the grievance procedure may be presented by either the Town or the Union to arbitration within thirty (30) days after the final decision of the Town Manager has been given to the employee and the Union or the Union having given its final decision to the Town Manager.

14.1 A request for Arbitration shall state in reasonable detail the nature of the dispute, the specific provision of the agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the other party.

14.2 Within fifteen (15) calendar days following a written request for Arbitration of a grievance, the Town or the Union may request the American Arbitration Association to submit a panel of names from which an arbitrator may be chosen.

14.3 In the selection of the arbitrator and the conduct of any arbitration, the voluntary Labor Arbitration Rules of the American Arbitration Association shall control.

**ARTICLE XV  
WORK STOPPAGES**

15.0 Pursuant to Chapter 149, Section 178M as amended by Chapter 150E of the General Laws of the Commonwealth of Massachusetts the Union and the employees agree not to engage, induce or encourage any strike, work stoppage, slowdown or withholding of services by employees, which are normally provided to the Town.

15.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately in writing order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

15.2 The Union shall not question the right of the Town to discipline or discharge employees for engaging in, participating in, or encouraging such practices and shall agree that such discipline and discharge shall not be considered a violation of this agreement.

**ARTICLE XVI  
ANTIDISCRIMINATION**

16.0 Both parties recognizing the right of an individual to work and to advance on the basis of merit, ability, and potential without regard to race, sex, color, handicap, religion, national origin, national ancestry or age resolves to take affirmative action measures to ensure equal opportunity in the areas of hiring, promotion, demotion or transfer, recruitment, layoff and termination, rate of compensation, in-service or apprenticeship training program, and all terms and conditions of employment.

**ARTICLE XVII  
INSURANCE AND PENSION**

17.0 The present method of the Town paying 75% of the Blue Cross – Blue Shield premium and deducting the remainder through regular payroll deduction shall remain in full effect.

17.1 The present method of the Town paying 75% of the premium of the \$5,000.00 Life Insurance and Dismemberment policy, and deducting the remainder through regular payroll deduction shall remain in full effect.

17.2 The present method of the Town offering optional Life and Dismemberment Insurance and deducting full payment for said insurance through regular payroll deduction shall remain in effect.

17.3 The health insurance plan, providers, and co-payments shall be set forth in Appendix C.

### ARTICLE XVIII EMERGENCY MEDICAL TECHNICIAN PAY

18.0 The Chief is solely responsible for determining which departmental employees shall perform EMT-A duties and may order him/her to do so at any time. Periodically, the Chief may redefine the EMT staffing level, as provided under Section 3.0 to require new employees (hired after July 1, 1986) not currently authorized by the appropriate governmental agency to obtain certification to perform such duties, to require currently certified employees to obtain recertification or upgrading of certification level, to temporarily or permanently release certified EMT's from EMT-A duty (however, this change of assignment does not relieve the employee from performing First Responder tasks required of all Firefighters), and consider any change of status requests from individual employees. The Chief is solely responsible for determining which departmental employees shall perform EMT-Paramedic duties and shall require all members hired as Paramedics as a condition of employment shall maintain their certification indefinitely. The Chief may temporarily or permanently release a certified Paramedic to a lesser certification level and consider any change in status requests from employees. Terms and conditions of the aforementioned upgrading of certification level shall be negotiated with the Union.

18.1 Firefighters who are assigned by the Chief, in accordance with 18.0 and perform the duties of an EMT-A, as prescribed under Chapter 111C, Section 6 of Massachusetts General Laws shall have an adjustment of 5% above the maximum of the appropriate grade added to their rate.

Firefighter EMT's who become Paramedics and are assigned Paramedics duties, by the Chief shall have a one-time adjustment of \$6,000 added to their pay to create the classification of Firefighters Paramedic.

Fire Captains who become Paramedics and are assigned Paramedics duties shall have the same one-time adjustment added to their pay to create the classification of Captain Paramedic.

18.2 Should the Chief order a non-certified Firefighter, who has never been certified, to obtain certification, the Town shall provide reimbursement for actual costs associated with books, tuition, mileage at the current Town rate, and pay at 1 ½ times the employee's current hourly rate for all hours spent in classes during non-scheduled hours. Costs associated with recertification after an employee-requested permanent removal from EMT-A duties shall not be reimbursed in any form. When ordered by the Chief to upgrade EMT-A status, the Town shall provide reimbursement for actual costs associated with books, tuition, mileage at the current Town rate, and pay at 1 ½ times the employee's current hourly rate for all hours spent in classes during non-scheduled hours. The current (as of the signing of this agreement) non-certified Firefighters can be ordered to certify only if they agree to such an assignment.

Should the Chief determine a member to perform Paramedic duties as in Article 18.0 and, funding is available; the Town shall pay the cost of books, fees, and insurance. The member attending such training shall be allowed time from regular scheduled work hours without loss of pay to attend all classroom, clinical and ride-time. The Town agrees to pay tuition and the member will have a choice of tuition payment plans.

Plan 1: Member pays total cost of tuition and is reimbursed 45% of the cost at the midpoint of classroom schedule. At completion of classroom another payment of 45%. A final 10% payment will be made upon certification from OEMS as EMT-Paramedic.

Plan 2: The Town will pay tuition for the member. If a member under this plan fails to complete or pass the Paramedic training, said member shall be responsible to reimburse the Town by the following schedule. At the midpoint of classroom or less the member will reimburse 50% of tuition. A member fails to complete training

but gets past midpoint of classroom and or fails to receive certification the member shall reimburse 25% of tuition. The member agrees to regular salary deductions spread out over one year's time.

18.3 The Chief, at his discretion, will determine the number of accredited recertification courses to be taken by the EMT's at locations other than the Duxbury Fire Station and/or during non-scheduled hours. All courses taken during non-scheduled hours will be compensated in accordance with the overtime provisions of Article VI for time spent at the course provided the employee has prior approval of the Chief. Additional EMT-A modules may be required by the Chief after negotiating their inclusion with the Union, except when such modules are mandated by the State as part of the basic certification or recertification. The "Mast Trousers" module may be required by the Chief without further negotiation.

18.4 Paramedics shall attend the required M&M rounds and any other required training per the Medical Control Director, protocol updates as per OEMS. Any loss of license or privileges to practice may be subject to loss of Paramedic pay or termination for those members hired per condition of employment.

**ARTICLE XIX  
EDUCATIONAL INCENTIVE PAY**

19.0 Employees who have received semester hour credits for approved college Fire Science or Administration related courses or courses required as part of a fire science degree program from a school of higher learning, which is accredited by the Council for Higher Education Accreditation, or any of its affiliates, shall receive an annual payment in accordance with the following schedule:

10 credits.....	\$300.00	25 credits.....	\$425.00
40 credits.....	\$550.00	60 credits.....	\$1,000.00
Associates Degree in Fire Science or Fire Administration	\$3,000		
Bachelors Degree in Fire Science or Fire Administration	\$6,000		

Education incentive shall begin upon hire or on July 1 following completion of said degree. In order to qualify, the employee having attained the aforementioned preapproved college degree must present the Fire Chief the following; 1) an official copy of the transcript of grades attained from the college or university attended, and 2) a copy of the diploma reflecting the degree attained.

19.1 Members who have as of 7/1/2012 received semester hour credits for approved college fire science related courses or courses required as part of a fire science, fire administration, fire engineering, paramedicine, emergency management or nursing degree program from a school or higher learning which is accredited by the Council for Higher Education Accreditation, or any of its affiliates, shall receive annual payment in accordance with the existing schedule.

19.2 In the second and third year of the Agreement provide 7.5% for Associates degree, 15% for Bachelors to be included in base pay. (Effective 7/1/13 the preceding amounts shall be used to determine overtime pay; firefighter rate of pay, plus longevity, plus educational incentive pay (if applicable)).

**ARTICLE XX  
RESIDENCY**

20.0 Any employee covered by the terms of this agreement shall have the right to live within the City or Town of his/her choice.

**ARTICLE XXI  
PERSONAL GROOMING AND APPEARANCE**

PURPOSE - Uniformed members shall comply with the following grooming and appearance standards to ensure safety and to maintain a professional and acceptable appearance to our citizens. Hair, jewelry, or body art shall not interfere or reduce the effectiveness of personal protective equipment. Members must present a neutral and uniform image to effectively relate to all citizens we serve. All fire department members are limited in body art.

**HAIR CODES**

1. Males will be clean shaven, except that a moustache may be permitted. Under no circumstance will a beard and/or goatee be allowed. Moustaches must be kept short and neatly trimmed at all times so that it does not grow or fall under the seal of the SCBA face piece.
2. Males are permitted side burns provided they do not extend downward below the bottom of the earlobe and will end in a clean shaven horizontal line. Sideburns must be kept neatly trimmed and will not be bushy or flared (not any wider at the bottom than their natural width at the top).
3. As long as the hair style does not lessen the protection of required safety equipment or expose the member to added personal injury, the acceptability of the style will be judged by the following criteria:

**A. Uniformed male personnel:**

- 1) Hair must be neat, well-trimmed, and appropriately groomed (combed) at all times. Exceptions naturally would occur at emergency scenes.
- 2) Hair must not extend past the bottom of the ear.
- 3) When standing with the head erect, hair must not extend below the bottom edge of the collar at the back of the neck.
- 4) Hair in front will be groomed so that it does not fall below the band of properly worn headgear. In no case will the bulk or length of the hair interfere with the proper wear of any authorized headgear or protective hood.
- 5) Hair must not be dyed an unusual or unnatural color.
- 6) Hair must not be worn in an extreme or fad style, such as a Mohawk, ducktail, braids, or in such a way that exceeds length standards.

**B. Uniformed female personnel:**

- 1) Hair must be neat, well-trimmed, and appropriately groomed (combed) at all times.

Exceptions naturally would occur at emergency scenes and while riding on open apparatus.

- 2) Hair must not extend in length more than six inches below the top of the collar unless it is worn up.
- 3) Hair in front and any hair worn up will be groomed so that it does not fall below the band of properly worn headgear. In no case will the bulk or length of the hair interfere with the proper wear of any authorized headgear or protective hood.
- 4) Hair must not be dyed an unusual or unnatural color, unless approved by the Chief.
- 5) Hair must not be worn in an extreme or fad style, such as a Mohawk, ducktail, or in such a way that exceeds length standards.
- 6) Items used by female personnel to hold the hair in place must be concealed as much as possible and must be black or blue.

## JEWELRY

- 1) Insignia may not be worn, except that which is issued by the Town of Duxbury and intended to be worn as part of the Fire Department uniform, or other items specifically approved by the Chief.
- 2) Earrings will be of the post type and must have no loops or dangling attachments. Earrings are the only acceptable jewelry or body art that is allowed to be visible. Only one piece of jewelry per ear is allowed. Any other jewelry or body art must be concealed and not visible through the nomex, or dress uniform, nor shall the jewelry or body art be visible through a uniform t-shirt.
- 3) Neck chains may be worn, but must remain concealed from view beneath the uniform shirt.
- 4) All bracelets, watches, rings, body art and other jewelry must fit snugly.

**BODY ART** - Body art includes, but is not limited to, tattoos, branding, scarification, and mutilation (splitting of the tongue, surgically implanted modifications, and holes/gauges in the ears larger than what is necessary for a small post-type jewelry).

- 1) No body art shall be visible while on duty. Body art not covered by the uniform, shall be covered with a neutral colored skin patch. The only exception will be body art on the hands, wrists or that body art that exceeds the size of a standard credit card. Employees with acceptable body art will be documented and if determined to not be offensive as outlined in #3 below will be allowed to leave the body art uncovered. However no further body art will be allowed to be placed on current employees hands.
- 2) Body art covered by the uniform shall not be noticeable through the uniform.
- 3) Members shall not have body art that exhibits or advocates discrimination against gender, gender identity, race, religion, ethnicity or national origin, gang, supremacist or extremist group affiliation, drug use, sexually explicit acts or other obscene material.

**ARTICLE XXII  
LEAVE POLICIES**

**FAMILY AND MEDICAL LEAVE POLICY**

It is the policy of the Town of Duxbury to provide leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA").

All eligible employees are entitled to take up to twelve (12) work weeks of FMLA leave during a twelve month period under the following definitions and procedures.

**ELIGIBLE EMPLOYEES:**

Individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before the leave commences.

**ELIGIBLE EMPLOYEES ARE ENTITLED TO FMLA LEAVE FOR:**

1. The birth of a child and to care for the child or the adoption or placement for foster care of a child under 18 (or over 18 if the child has a physical or mental disability and is unable to care for him/herself).
2. A serious health condition which prevents the employee from performing the functions of his/her job.
3. To care for a child, parent or spouse who has a serious health condition.
4. Military service or family military leave
5. Caring for a family member recovering from an illness or injury suffered while on active military duty up to 26 weeks of unpaid leave in a single 12 month period.

**DEFINITIONS:**

**CHILD:** Biological, adopted or foster children, stepchildren, or the child of a person with legal guardianship or who has day-to-day responsibility to care for and financially support a child, even if there is no biological or legal relationship; foster child, a stepchild, a legal ward, or a child or a person standing in *loco parentis*.

**CONCURRENT LEAVE:** State and Federal mandated leave entitlements normally run concurrently with each other and with leave provisions under any applicable collective bargaining agreement or policy.

**HEALTH CARE PROVIDER:** A doctor of medicine or osteopathy authorized to practice medicine or surgery by the State in which the doctor practices; a clinical social worker or a Christian Science practitioner or any other person determined by the Secretary of Labor, to be capable of providing health care services as defined under FMLA regulations.

**INTERMITTENT LEAVE:** Time away from the job taken in separate blocks of time due to a serious health condition.

**PARENT:** The biological parent, or persons who had day-to-day responsibility to care for and financially support a child. Parents-in-law are not included.

**REDUCED LEAVE SCHEDULE:** Reduction in the number of hours per workday or workweek.

**SERIOUS HEALTH CONDITION:** An illness, injury, impairment or physical or mental condition that involves:

1. Treatment as an inpatient in a hospital, hospice or residential medical care facility; or



2. A health condition that requires continuing treatment by or under the supervision of a health care provider. Continuing treatment includes: a) two or more treatments by a health care provider; (b) two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of a health care provider.
3. A health condition that requires continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that if untreated, would likely result in an absence from work of more than three days.

Examples of serious health conditions include: Heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, diabetes, epilepsy, asthma, alcoholism, emphysema, severe nervous disorders, injuries caused by serious accidents on or off the job, the need for prenatal care, childbirth and recovery from childbirth.

TWELVE MONTH PERIOD: The “rolling” twelve month period measured backward from the date any employee uses any FMLA leave.

SPOUSE: Defined in accordance with applicable State law, married couples that work for the Town are limited to a combined total of 12 workweeks during the 12 month period if leave is taken for birth or placement for adoption or foster care of a child or to care for a sick parent. Such leave to care for birth or placement for adoption or foster care of a child must be taken within 12 months beginning on the date of birth or placement for adoption or foster care.

## PROCEDURE

### NOTICE OF INTENT TO USE LEAVE:

Eligible employees will provide written notice of their intent to use FMLA leave to the Town Manager, thirty days in advance when the leave is foreseeable. For example, the birth or placement of a child for adoption, foster care, or planned medical treatment. When unforeseen events occur that require FMLA leave, the employees or a representative of the employee must provide written notice as soon as both possible and practical but in no event later than one or two working days of learning the need for the leave except in extraordinary circumstances. The notice will include the reason for the leave, the date the leave shall begin and the intended date of return.

When planning medical treatments, employees should consult with the Town when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the Town’s operations.

### MEDICAL CERTIFICATION:

Leave to care for an employee’s seriously-ill family member, or leave due to a serious health condition that makes the employee unable to perform the functions of the employee’s job, must be supported by certification by a health care provider.

Employees must provide the certification within fifteen calendar days. If the need for leave was not foreseeable, the employee must still provide the certification as soon as both possible and practical thereafter. Certification shall include:

1. Identification of the practitioner and the type of medical practice.
2. The date the serious health condition commenced and the probable duration of the condition.
3. Diagnosis of the serious health condition.

4. Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency and duration of treatment, including referred or ordered treatment to other health care providers and whether inpatient hospitalization is required). For intermittent leave or leave on a reduced leave schedule, a statement of the medical necessity for such leave.
5. In instances of the employee's serious health condition:
  - a. statement that the employee is unable to perform work of any kind, or
  - b. statement that employee is unable to perform the essential functions of his/her position (as determined by the Town).
6. Instances of care for a family member:
  - a. statement that the family member is in need of the employee's assistance for basic medical, hygiene, nutritional needs, safety or transportation, or
  - b. statement that the employee's presence would be beneficial or desirable for the care of the family member.

Medical certification forms are available in the office of the Town Manager. If the Town has reason to doubt the validity of a medical certification, the employee may be required to obtain a second opinion from a health care provider designated by the Town at the Town's expense. If the two opinions differ, the Town may require a third opinion, which will be final and binding, from a health care provider mutually agreed upon by the employee and the Town and at the Town's expense.

Re-certification by the health care provider is required every thirty days. Re-certification must include the same information contained in the initial certification.

Re-certification may also be required in the following instances:

- a. The employee requests an extension of leave;
- b. Changed circumstances occur regarding the illness or injury;
- c. The Town's reception of information which casts doubts upon the continuing validity of the certification.

NOTICE OF INTENT TO RETURN TO WORK:

An employee will be required to report periodically to the Town on his or her status and intent to return to work.

INTERMITTENT LEAVE/REDUCED SCHEDULE:

FMLA leave may be taken on an intermittent or reduced leave schedule. Employees requesting an intermittent or reduced leave schedule must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations and administration, especially when the leave is foreseeable. The Town may require a temporary transfer to an alternative position with equivalent pay and benefits, if the employee is qualified for the position, to better accommodate the reoccurring periods of leave.

Leave for the birth or placement of a child may not be taken on an intermittent or reduced leave schedule basis.

PAID LEAVE AND BENEFITS

In all circumstances, accrued vacation, personal and compensatory time must be used during qualified FMLA leave. In addition, sick leave must also be used to care for the employee's own serious health condition. Upon depletion of the available accrued paid leave, FMLA leave becomes unpaid leave. It is the total of this time, which will equal the twelve weeks of FMLA leave. During any portion of FMLA leave to which the

accrued paid leave is applied, the employee will continue to accrue benefits and seniority. During any portion of FMLA leave, which is unpaid, the employee will not accrue benefits and seniority.

The Town will continue the contribution to the employee's group health plan during the FMLA leave unless the employee advised that he/she will not be returning to work. The employee will have his/her contribution deducted from the applied paid leave. Upon the depletion of said leave, and if the leave becomes unpaid, the employee must make arrangements to pay 102% of their health insurance premiums, unless the leave continues because of their own illness. These arrangements must be made in advance of the leave, especially if the leave is foreseeable.

If the employee's premium payment is more than 30 days late, his/her health coverage will be canceled. Employees experiencing severe financial hardship may petition the Town Manager for consideration of alternatives for payment of the employee premium. This may include but not be limited to: payment of employee health insurance premiums by the Town while on unpaid leave and subsequent double deductions of health insurance premiums upon the employee's return to work. This petition must be made within the thirty days noted previously. The Town Manager will make a recommendation to the Board of Selectmen or their designee for final determination.

The Town will recover from the employee premiums paid during any period of unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement has expired, except in instances of continuation, reoccurrence, or onset of qualifying FMLA leave circumstances or other circumstances beyond the control of the employee.

When circumstances allow for the Town to recover health insurance premium payments it made from a non-returning employee, the Town may deduct the amount due from any sums owed to the employee. For example: vacation or final paycheck.

#### RESTORATION TO POSITION:

An eligible employee who takes FMLA leave is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work at the conclusion of leave of 12 work weeks or less.

Employees on FMLA leave due to their own serious health condition must submit certification from the health care provider that the employee is able to resume work, i.e. is fit for duty, before they can return to work.

#### DENIAL:

Conditions under which FMLA leave and/or reinstatement may be denied including (but not limited to):

1. ineligibility of employee,
2. unqualified for leave under the Family and Medical Leave Act,
3. employee fails to give timely advance notice for foreseeable leave (temporary denial up to thirty days after employee provides notice of need),
4. employee fails to provide in a timely manner, requested medical certification (temporary denial up to time of submittal),
5. employee fails to supply fitness-for-duty certificate (up to time of submittal),
6. if employee's job is eliminated during period of leave.
7. employee unequivocally advises Town of intent not to return to work,
8. fraudulent acquisition of FMLA leave, and
9. engaged in activities that are inconsistent with the employee's claim of disability or illness.

Parental Leave Policy (As outlined by the Massachusetts Parental Leave Act (PLA), MGL Ch. 149, Section 105D)

An employee who has completed the initial probationary period set by the terms of their employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three, if the child is mentally or physically disabled, said period to be hereinafter called parental leave, and who shall give at least two weeks' notice to their employer of the anticipated date of departure and intention to return, shall be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave. An employee may only use accrued sick time during periods of incapacitation because of illness or injury of the employee as determined by the employee's attending physician relative to childbirth and related complications. Said leave may be with or without pay at the discretion of the employee.

Such employer shall not be required to restore an employee on leave to their previous or a similar position, if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions which have affected the employment of others during the period of such leave; provided, however, that such employee on leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

Such leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which said employee was eligible at the date of such leave, and any other advantages or rights of employment incident to their employment position; provided, however, that such leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or Town policy which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment.

For the purposes of this section, an "employer" shall be defined as in subsection 5 of Section One of M.G.L. Chapter One hundred and fifty-one B [MGL c.151B, §1 (5)].

An employee seeking paternal leave must give two weeks' notice of the anticipated date of departure and intent to return. "Anticipated" date of departure does not mean "exact" date. Thus, for example, an employee who gives birth prior to the anticipated departure date is entitled to start the leave earlier. Likewise, an employee may desire to start the leave later or return from leave earlier than anticipated. It is expected that employers and employees will communicate in good faith with regard to making arrangements for such leave, taking into account the uncertainty inherent in delivery and adoption dates and the needs of the employer to plan in advance for an employee's absence. The MCAD enforces the PLA. An employee, to initiate a formal action, must file a complaint with the MCAD. The complaint must be filed within 300 days of the alleged violation of the PLA, subject only to very limited exceptions. A violation of the PLA constitutes a violation of M.G.L. c. 151B, §4(11A). An aggrieved employee is therefore entitled to the same remedies under the PLA as are available pursuant to M.G.L. c. 151B.

**ARTICLE XXIII  
DURATION OF AGREEMENT**

23.0 This agreement shall be effective as of July 1, 2016 and shall continue in full force and effect to and including June 30, 2019, and from year to year thereafter unless modified as hereinafter provided.

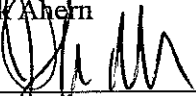
23.1 Either the Town or the Union may re-open this agreement by written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to June 30<sup>th</sup> of the subsequent year. Not more than fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence for the purpose of considering the terms of a new or modified agreement.

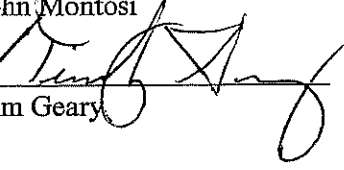
23.2 During negotiations of the modifications of this Agreement, it shall continue in full force and effect until the execution of the agreed to modifications of the new agreement.

Agreed to this 24 day of July, 2017.

FOR THE UNION:

  
\_\_\_\_\_  
Jack Ahern

  
\_\_\_\_\_  
John Montosi

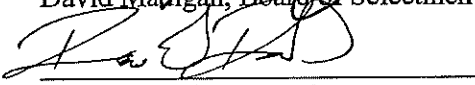
  
\_\_\_\_\_  
Tim Geary

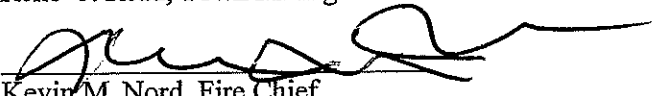
FOR THE TOWN:

  
\_\_\_\_\_  
Shawn Dahlen, Board of Selectmen

  
\_\_\_\_\_  
Ted Flynn, Board of Selectmen

  
\_\_\_\_\_  
David Madigan, Board of Selectmen

  
\_\_\_\_\_  
Rene' J. Read, Town Manager

  
\_\_\_\_\_  
Kevin M. Nord, Fire Chief

**APPENDIX A  
JOB DESCRIPTION  
FIREFIGHTER**

Department: Fire Department

Position Title: Firefighter

Reports To: Fire Chief, Deputy Chief and Captains

1. Nature of Work: This is skilled fire fighting work in combating, extinguishing and preventing fires; in answering emergency calls, and in operation and maintenance of fire department equipment, apparatus, and quarters.

Work involves training for and participating in duties of protecting life and property by fire fighting and rescue activities, usually under close supervision. Employees of this class are required to learn and participate in the operation of apparatus and the performance of hazardous tasks under emergency conditions which may require strenuous exertion under such handicaps as smoke and cramped surroundings. Although fire fighting and rescue work are the most difficult and responsible areas of activity; the major portion of time is spent drilling and studying methods, techniques, and organization, and in routine duties in the care and maintenance of fire department property and equipment. Specific orders and directions are given by superior officers; but the work requires initiative and a thorough individual understanding of fire fighting methods.

2. Supervision Required: Under the direct supervision of the Captains and under the general direction of the Fire Chief and Deputy Chief. The employee carries out the regular work in accordance with standard practices and previous training. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements.

3. Supervisory Responsibility: Employee does not, as a regular or continuing part of the job, have supervisory responsibilities over other employees, with the exception of emergency response situations and in keeping with the Incident Command System.

4. Confidentiality: Has regular access at the departmental level to a wide variety of confidential information, including client records, criminal investigations, and court records. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy and the Public Records Act.

5. Judgment: The work requires examining, analyzing and evaluating facts and circumstances surrounding work assignments and determining actions to be taken within the limits of standard or accepted practice. Guidelines include a large body of policies, practices, and precedents that may be complex. Judgment is used in analyzing specific situations to determine appropriate actions.

6. Complexity: The work consists of the practical application of a variety of concepts, practices, and specialized techniques. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances, and determining the methods to accomplish the work.

7. Nature and Purpose of Public Contact: Relationships are constantly with co-workers, the public, and the Town Departments.

8. Essential Functions: Attends training courses; reads and studies assigned material related to fire fighting and prevention.

Responds to fire alarms; operates pumps, aerial ladders, and auxiliary equipment; lays and connects hose; holds nozzles, directs fog or water streams; raises and climbs ladders; uses chemical extinguishers, bars, hooks, lines and other equipment.

Ventilates burning buildings by opening windows and skylights, or by chopping holes in roofs and floors; removes persons from danger; administers first-aid to injured persons; takes part in emergency rescue; performs salvage operations such as throwing salvage covers, sweeping water, and removing debris.

Participates in fire drills and attends classes in fire fighting and first-aid.

Performs general maintenance work in the upkeep of fire department property; cleans and washes walls and floors; makes minor repairs to property and equipment; washes, hangs and dries hoses; washes, cleans, polishes and tests apparatus.

Relays instructions, orders and information; gives location of alarms received from dispatcher.

May perform assigned fire inspections, checking fire escape building exits, and related structures and appurtenances for compliance with fire prevention ordinances.

Performs related work as required and as further specified in the rules and regulations of the Fire Department.

#### 9. Minimum Qualifications

Graduation from a standard high school or vocational school; valid Massachusetts Driver's License, EMT license, and CPR certification.

#### 10. Knowledge, Skills, and Abilities

Knowledge: Some knowledge of Massachusetts General Laws, Chapter 148, CMR Fire Prevention Regulations and State Building Code; knowledge of departmental regulations and procedures; knowledge of the approved methods and procedures or modern medical rescue techniques; and firefighting principles.

Abilities: Ability to establish and maintain harmonious and productive working relationships with Town Department heads, fire service officials and general public.

Skill: Proficient oral and written communication skills; and basic computer skills.

11. Occupational Risk: Duties regularly involve present potential risk of injuries from fire burns, burns from chemicals, steam, severe muscular strains, falls from heights in excess of three feet and illness from exposure to communicable diseases, smoke, and chemicals. Special safety precautions, training, and protective clothing helmet, gowns, coats, gloves, glasses and boots are required in accordance with Departmental Policy.

12. Physical Demands: Work requires physical strength and effort daily in fighting fires, lifting, carrying, pulling, pushing equipment, hoses, or other heavy objects. Bending, standing, and walking may be required for extensive time periods. Exposure to extreme weather conditions and adverse or life threatening conditions occur in the position.

13. Motor Skills: Duties involve a high degree of intense mental concentration together with hand and eye coordination and visual attention for long periods of time in performing work assignments.

14. Visual Demands: Visual demands include use of computer, reading documents, review of instrumentation, and there is a need for color vision.



**APPENDIX B  
JOB DESCRIPTION  
FIRE CAPTAIN**

Department: Fire Department

Position Title: Fire Captains

Reports To: Fire Chief and Deputy Chief

1. Nature of Work: This is skilled fire fighting work in combating, extinguishing and preventing fires; in answering emergency calls, and in operation and maintenance of fire department equipment, apparatus, and quarters.

Work involves training for and participating in duties of protecting life and property by fire fighting and rescue activities, usually under close supervision. Employees of this class are required to learn and participate in the operation of apparatus and the performance of hazardous tasks under emergency conditions which may require strenuous exertion under such handicaps as smoke and cramped surroundings. Although fire fighting and rescue work are the most difficult and responsible areas of activity; the major portion of time is spent drilling and studying methods, techniques, and organization, and in routine duties in the care and maintenance of fire department property and equipment. Specific orders and directions are given by superior officers; but the work requires initiative and a thorough individual understanding of firefighting methods.

2. Supervision Required: Under the direct supervision of the Fire Chief and Deputy Chief. The employee carries out the regular work in accordance with standard practices and previous training. The employee is expected to solve through experienced judgment most problems of detail or unusual situations by adapting methods or interpreting instruction to resolve the particular problem. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements.

3. Supervisory Responsibility: Employee, as a regular and continuing part of the job, is responsible for overseeing, directing, and assigning work to firefighters and call firefighters. Employee has direct supervision over firefighters and call firefighters.

4. Confidentiality: Has regular access at the departmental level to a wide variety of confidential information, including client records, criminal investigations, and court records. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy and the Public Records Act.

5. Judgment: The work requires examining, analyzing and evaluating facts and circumstances surrounding work assignments and determining actions to be taken within the limits of standard or accepted practice. Guidelines include a large body of policies, practices, and precedents that may be complex. Judgment is used in analyzing specific situations to determine appropriate actions.

6. Complexity: The work consists of the practical application of a variety of concepts, practices, and specialized techniques. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances, and determining the methods to accomplish the work.

7. Nature and Purpose of Public Contact: Relationships are constantly with co-workers, the public, and the Town Departments.

8. Essential Functions: Supervises firefighters and call firefighters and has command responsibility to ensure the quality and

quantity of work done by subordinates and assures the accomplishment of the assigned work in the prescribed manner. Attends training courses; reads and studies assigned material related to fire fighting and prevention.

Responds to fire alarms; operates pumps, aerial ladders, and auxiliary equipment; lays and connects hose; holds nozzles, directs fog or water streams; raises and climbs ladders; uses chemical extinguishers, bars, hooks, lines and other equipment.

Ventilates burning buildings by opening windows and skylights, or by chopping holes in roofs and floors; removes persons from danger; administers first-aid to injured persons; takes part in emergency rescue; performs salvage operations such as throwing salvage covers, sweeping water, and removing debris.

Participates in fire drills and attends classes in fire fighting and first-aid.

Performs general maintenance work in the upkeep of fire department property; cleans and washes walls and floors; makes minor repairs to property and equipment; washes, hangs and dries hoses; washes, cleans, polishes and tests apparatus.

Relays instructions, orders and information; gives location of alarms received from dispatcher.

May perform assigned fire inspections, checking fire escape building exits, and related structures and appurtenances for compliance with fire prevention ordinances.

Performs related work as required and as further specified in the rules and regulations of the Fire Department.

#### 9. Minimum Qualifications

Graduation from a standard high school or vocational school; valid Massachusetts Driver's License, EMT license, and CPR certification. A minimum of three years as a firefighter.

#### Preferred Qualifications:

Associates Degree, Fire Officer I, Fire Instructor I.

#### 10. Knowledge, Skills, and Abilities

Knowledge: Some knowledge of Massachusetts General Laws, Chapter 148, CMR Fire Prevention Regulations and State Building Code; knowledge of departmental regulations and procedures; knowledge of the approved methods and procedures or modern medical rescue techniques; and firefighting principles.

Abilities: Ability to supervise subordinates in a positive and effective manner. Ability to establish and maintain harmonious and productive working relationships with Town Department heads, fire service officials and general public.

Skill: Proficient oral and written communication skills; and proficient computer skills.

11. Occupational Risk: Duties regularly involve present potential risk of injuries from fire burns, burns from chemicals, steam, severe muscular strains, falls from heights in excess of three feet and illness from exposure to communicable diseases, smoke, and chemicals. Special safety precautions, training, and protective clothing helmet, gowns, coats, gloves, glasses and boots are required in accordance with Departmental Policy.

12. Physical Demands: Work requires physical strength and effort daily in fighting fires, lifting, carrying, pulling, pushing equipment, hoses, or other heavy objects. Bending, standing, and walking may be required for extensive time periods. Exposure to extreme weather conditions and adverse or life threatening conditions occur in the position.

13. Motor Skills: Duties involve a high degree of intense mental concentration together with hand and eye coordination and visual attention for long periods of time in performing work assignments.

14. Visual Demands: Visual demands include use of computer, reading documents, review of instrumentation, and there is a need for color vision.

Appendix C

TOWN OF DUXBURY PROPOSED HEALTH PLANS FY 2013-2015

		PROPOSED DUXBURY PLANS FY 2013 & FY 2014 (starting 9/1/12)			Proposed Plan FY 2015 (commencing 7/1/14)			
		NET BLUE NE DUXBURY PLAN	Blue Care Elect DUXBURY PLAN		MHP	NET BLUE NE 250/750 Deduct	Blue Care Elect HCCS	
		Plan Year	Plan Year	Plan Year**		Plan Year	Plan Year	Plan Year***
Deductible	Individual Family	NA	In Network	Out of Network	NOT OFFERED 9/1/2012	\$250 \$750	In Network	Out of Network
Primary Care Office Visit		\$20	\$20	20% Co pay*		\$20	\$20	20% Co pay*
Preventive Services		Covered In Full	Covered In Full	20% Co Pay*		Covered In Full	Covered In Full	20% Co Pay*
Specialist Office Visit	Tier 1 Tier 2 Tier 3	\$35	\$20	20% Co pay*		\$35	\$35	20% Co pay*
Emergency Room		\$100	\$100	\$100		\$100*	\$100*	\$100*
Hospital Admission	Tier 1 Tier 2 Tier 3	\$250 \$250 \$250	\$250 \$250 \$250	20% Co pay* 20% Co pay* 20% Co pay*		\$300 \$300* \$700*	\$300* \$700*	20% Co pay* 20% Co pay*
Ambulatory Outpatient Surgery		\$150 \$150 \$150	\$150 \$150 \$150	20% Co pay*		\$150 \$150* \$150*	\$150*	20% Co pay*
High Tech Imaging (MRI, CT, PET)	Tier 1 Tier 2 Tier 3	\$100 Max \$375 per mem per calendar year	\$25 \$25 \$25	20% Co pay* plus amount over allowed charge		\$100* \$100* \$100*	\$100* \$100* \$100*	20% Co pay* 20% Co pay* 20% Co pay*
Prescriptions Retail 30-day supply	Tier 1 Tier 2 Tier 3	\$10 \$25 \$45	\$10 \$25 \$45	Not Covered Not Covered Not Covered		\$10 \$25 \$50	\$10 \$25 \$50	Not Covered Not Covered Not Covered
Mail Order 90-day supply	Tier 1 Tier 2 Tier 3	\$20 \$50 \$90	\$20 \$50 \$90	Not Covered Not Covered Not Covered		\$20 \$50 \$110	\$20 \$50 \$110	Not Covered Not Covered Not Covered

-Plans will remain as is to 8/31/12 then change to these plans. MHP end as of 9/1/12  
 Police will remain in current plans until their contract expires 6/30/13 when they will join these plans.  
 Medex remains as is until 7/1/14  
 \*\*Out of network out of pocket Max \$1,000/\$2,000

\* After Deductible  
 \*\*\* Plan Year Out Of Pocket Max \$3,000 per person