

AGREEMENT

Between

The Town of Mansfield

And

Mansfield Permanent Firefighters
Local 1820, International Association of Firefighters

Effective July 1, 2011- June 30, 2014

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1820, International Association of Firefighters

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AGREEMENT

Pursuant to the provisions of Chapter 1078 of the Acts of 1973, as amended this agreement is made and entered into on this day of 5/10/2012, by and between the Town of Mansfield and Local 1820, International Association of Firefighters, AFL-CIO.

PREAMBLE

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

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

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

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

ARTICLE 1

RECOGNITION, UNION SECURITY AND TIME OFF

A. Recognition

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

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

B. Union Security

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

C. Dues Deduction

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

D. Time off- Union Negotiations

All employees covered by this Agreement who are officers of Local 1820, or who are appointed by Local 1820 members, of said Local's Collective Bargaining Team (not to exceed four) shall be allowed time off for official union business (which shall include only negotiations, arbitration, and handling of grievances) without loss of pay or benefits.

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

ARTICLE 2

DUTIES. SUBSTITUTIONS. HOURS OF WORK. AND PERMANENT FIREFIGHTER PREFERENCE

A. Duties

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

The Fire Prevention Officers shall not be responsible for the day to day activities of Fire Suppression crews and shall not be used to fill vacancies in the four designated duty groups.

To further provide for the safety of the public nothing shall preclude the use of officers assigned to Fire Prevention to augment suppression crews during emergency response or emergency situations.

B. Substitutions

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

C. Hours of Work

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

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

At some time during the first twelve months of a newly appointed firefighter's employment, he\she will be assigned to attend and graduate from the Massachusetts Firefighting Academy. All newly appointed firefighters hired from the civil service list will also be required to successfully pass the Massachusetts Certification Examination for Firefighter 1111 as a condition of employment. An extension of a probationary period may be required in accordance with M.G.L. Chapter 31, Civil Service as requested by the Chief of Department in order to comply with this provision. During this training period, the firefighter's hours shall be those scheduled at said formal training and he\she will be paid his\her regular salary and travel expenses.

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

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

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

Any hours in addition to the above forty-two (42) involving Fire Prevention duties for the Fire Prevention Officers shall be compensated in compensatory time off. Such compensatory time off shall be a minimum of two (2) hours. The Chief or his designated representative shall maintain a record of all compensatory time accrued, and of the above off-duty responses.

D. Permanent Firefighter Preference

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

ARTICLE 3

BEREAVEMENT LEAVE

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

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

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

ARTICLE 4

UNIFORMS AND CLOTHING ALLOWANCE

- A. There shall be an initial clothing allowance for each firefighter when he/she is employed and when he/she is promoted to officer rank. The initial allowance for newly hired firefighters will be applied toward the purchase of his/her initial uniform allotment, which has been mutually agreed to by the Chief and L-1820.
- B. All uniformed employees will be given a uniform allowance of \$700.00 per year. The uniform allowance shall be used at the discretion of the Fire chief from a list of the following: radio earpieces, dress uniform, dress uniform hat, baseball style hats (limit 4 per fiscal year), black tie, white shirts, black belt, socks, black dress shoes, work boots, Reuben style sweatshirts, work shirts (long and short sleeved), work pants, T-shirts, raincoats, jackets, navy blue dress overcoat, navy blue sweater, navy watch hat, weatherproof EMS coat, secondary flashlight, field guides, small hand / extrication tools, utility knives, personal EMS equipment including shears, stethoscopes, and tool holsters, Rescue\Extrication gloves, Gear bags, N.F.P.A. Compliant Leather turnout boots, N.F.P.A. Compliant Leather Helmets, (it is agreed the Initial Department Issue will be the Plastic Helmet and rubber Turnout Boots), and Radio Straps.

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

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

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

- C. All employees will be allowed a uniform cleaning and maintenance allowance in the amount of \$600.00 per year, payable on or before December 1st

ARTICLE 5

OVERTIME

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

The Fire Prevention Officers shall be excluded from the provisions of Article 5, Overtime, except for as it applies to Article 5 Section F and Article 5 Section B and receive an annual salary. Overtime shall not apply to any matters involving fire prevention duties.

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

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

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

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

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

The Chief shall have the right to call the following individuals out of the aforementioned rotation: photographers, training officers, fire investigators, hazardous materials technicians, court time, fire prevention officers, fire alarm coordinator, paramedics, mechanic coordinator, technical rescue coordinator, EMS coordinators, and S.A.F.E. officers. (Paramedics will not be used to selectively fill overtime tours.)

The Chief or his designated representative shall maintain a record of all such overtime assignments. Said record will reflect the employees of the bargaining unit who have been called, whether they accepted, refused, or were not able to be reached, and who made the call. Refusals will be considered a work assignment. If the employee cannot be reached, it will be considered a work assignment. The Chief or his designated representative shall make a reasonable effort to contact the member being called and the employee may make up to two telephone numbers available. In the event that all available employees cannot be reached by phone, the officer or senior firefighter in charge will transmit a "Signal 15" over the paging system. This "Signal15" will be a code to the permanent firefighters that an overtime tour is available and to call the station. The first permanent firefighter to call will be assigned the tour. If "Signal 15" fails to cover the tour, the normal procedure for ordering in personnel, established by the Chief, shall be followed. The Chief or Deputy Chief shall be notified of all situations requiring the ordering in of personnel.

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

purposes.

- E. An employee working on the ambulance beyond the normal tour of duty, as well as employees held over for box, group, or still alarms, will be paid at the rate of time and one-half.
- F. Off-duty personnel responding to either group or box alarms shall be compensated at a rate of one hour at time and one half. It is specifically understood that should more than one (1) box or group alarm occur during the aforementioned first hour, no additional overtime cost shall be incurred if the employee completes his work within said hour. Compensation shall be at the rate of time and one-half for work beyond the first hour
- G. For the purpose of overtime distribution, it is specifically understood that a member of the bargaining unit engaged in collective bargaining negotiations with the Town shall not be assigned to overtime during said bargaining sessions.
- H. The Chief of Department or his designated representative may, from time to time, call back members of the bargaining unit on a "group" basis to handle calls that require additional manpower. These groups will be comprised of members of the bargaining unit who are covered under Article 5, "Overtime", and will be paid in accordance with Paragraph A of that section. These groups shall be called on a rotating basis in the following manner:
 - 1. Groups shall consist of the four individual shifts that are now in place and will be designated 1 through 4.
 - 2. The group working the prior 24-hour tour will be the designated call back group.

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

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

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

Each of the four groups shall be allowed ten hours of training per man, per fiscal year, provided that:

- 1. The training may first be selected by the Chief or his designee, from courses offered by

the Massachusetts Firefighting Academy, or other appropriate related courses, that may be desirable and beneficial for the Department, or the Town of Mansfield.

2. If not so selected by the Chief or his designee, the training shall be outlined by the Group officer, and it will be submitted to the Chief or his designee, for approval.
3. Training will be conducted on the Groups time off and will be compensated at up to ten hours, at the employee's overtime rate of pay. Travel time is excluded.
4. This training shall not be used in lieu of regularly assigned in-service training.
5. The Group officer shall submit training reports on forms supplied by the department.

ARTICLE 6

SICK LEAVE PROGRAM

- A. Employees shall receive their regular pay while absent due to injury or illness incurred in the line of duty, and such compensation shall not be charged against sick leave, in accordance with General Laws, Chapter 41, Section 111F.
- B. When an employee is required to take time off because of illness or injury, (excepting when resulting from the use of liquor or drugs or self-inflicted), he/she shall be entitled to sick leave pay.
- C. If an employee is entitled to Workmen's Compensation or insurance furnished by the Town, then such insurance payments shall be deducted from his sick leave allowance (or shall be paid over by him/her to the Town).
- D. Each employee shall be entitled to fifteen (15) tours of sick leave annually, pro-rated to the date of his/her appointment to the Department. While there is no cap on the number of sick days one can accumulate for use, he/she will continue to be limited to a total maximum accrual of 173 sick days for purposes of the below-referenced sick leave buy- back.
- E. Sick leave shall accumulate during paid leaves of absence, during vacation time, and when the employee is absent due to injury or illness until all sick leave is exhausted.
- F. In appropriate cases, an employee who has exhausted his/her sick leave may apply to the Town Manager for an extension thereof.
- G. Should the Chief suspect the abuse of sick leave, he/she may require an employee who has taken sick leave to furnish the Town with a medical certification from a medical doctor, detailing the nature of the employee's illness, and the reason for necessary absence from

work. Said medical certification shall be obtained at the employee's expense. It is specifically understood that said medical certificate shall not be required as a matter of course.

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

- H. Employees who retire from the department, or who die while in service, shall be paid twenty percent (20%) of their unused sick leave based on twelve (12) hour tours.
- I. Each employee may utilize paid sick leave, up to a maximum of five (5) tours in each year, in the event of illness of the employee's spouse, child, grandparent, parent, or in-law.
- J. Bargaining unit employees will have the option of "selling back" to the Town, a number of sick tours annually, based upon their attendance and rate of pay for the prior twelve (12) months, according to the following schedule:

<u>Number of Sick Leave Tours Used:</u>	<u>Maximum Number of Tours Eligible:</u>
1	6
2	5
3	4
4	3
5	2
6	1
7 or more	0

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

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

ARTICLE 7

HOLIDAYS

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

If any of the above referenced holidays are celebrated by law on an employee's regular tour off,

or during his/her vacation, he/she shall be allowed payment thereof at his/her regular rate. The Fire Prevention Officers shall be allowed holidays off at the Chiefs discretion, but will be required to make those hours up on a day off within the same week in which the holiday occur.

ARTICLE 8

HEALTH INSURANCE

Town agrees that it will not change health benefits and plans through June 30, 2014, without the agreement of the Union, unless the change does not materially affect the level of costs, benefits, or coverage. This provision shall not apply to or restrict changes made or implemented by the Federal or State governments, nor shall this provision apply to changes made and implemented by carriers that do not materially affect the level of costs, benefits or coverage.

Effective July 1, 2009, the Town of Mansfield will offer employees the ability to participate in a Flexible Spending Account on a voluntary basis.

With respect to the HMO plan offered by the Town, the Union agrees to switch from the current offering, Blue Cross/Blue Shield (BCBS) HMO Blue Plan, to BCBS HMO New England Value Plan. The Union agrees that the Town may immediately discontinue offering the BCBS HMO Blue Plan, and that thereafter the BCBS HMO New England Value Plan shall be the only HMO plan offered by the Town to Union members. The Union agrees that it has been afforded notice and the opportunity to bargain over this change, and that it has bargained with the Town over this change. The Union waives any rights to additional bargaining over this change, and further agrees to cooperate with the Town in making such change.

The Town and the Union agree that the switch to BCBS HMO New England Value Plan shall occur as soon as reasonably possible following execution of this Agreement between the Parties, and as soon as an open enrollment period can be established with BCBS. The Union and its membership agree to cooperate in this process.

The Town and the Union agree that the premium contribution split for the BCBS HMO New England Value Plan shall remain 70% employer/30% employee through June 30, 2014.

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

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

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

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

With respect to the PPO plan offered by the Town, the Parties agree that Union members currently enrolled in the existing PPO offering, namely BCBS Blue Care Elect, shall be permitted to continue in this plan on a temporary basis, subject to the provisions below.

During this period of time, the existing premium contribution split of 70% employer/30% employee shall be maintained, and the Town shall continue to offer the existing mitigation of co-payment costs.

The Union agrees that the Town may change from the current PPO offering, BCBS Blue Care Elect, to the BCBS Blue Care Elect Value Plan PPO at any time following the execution of this Agreement, upon reasonable notice to the Union and its membership. The Town states its intention to make such change as soon as possible; specifically, as soon as a similar agreement is reached with all other bargaining units representing employees of the Town and/or at such time and in such manner as the Town determines will otherwise comply with applicable law, including but not limited to M.G.L. c. 32B. The Union agrees that it has been afforded notice and the opportunity to bargain over this change, and that it has bargained with the Town over this change. The Union waives any rights to additional bargaining over this change, and further agrees to cooperate with the Town in making such change.

The Town and the Union agree that the BCBS Blue Care Elect Value Plan PPO shall be offered to employees with a premium contribution split of 70% employer/30% employee, through June 30, 2014.

The Town agrees to offer mitigation of co-payment costs to employees in the BCBS Blue Care Elect Value Plan PPO in the amounts set forth on the attached schedule. The Union and its membership agree to follow such policies and practices as are currently in place with respect to the process for seeking mitigation and payment of same by the Town. The Union further agrees that the Town may make changes to such policies and practices as it deems expedient upon reasonable notice to the Union and its membership, provided that the amounts of reimbursements shall not be changed and that the changes do not delay payments and reimbursements.

Following the change to the BCBS Blue Care Elect Value Plan PPO, the Town agrees that it shall not make changes to the plan design of the BCBS Blue Care Elect Value Plan PPO offering

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

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

The Union agrees that it will not file any grievance or prohibited practice charge concerning any of the changes to health insurance coverage as set forth in this Agreement. The Union reserves its right to file a grievance or prohibited practice charge in the event the Town breaches any of its obligations as set forth in this Agreement.

ARTICLE 9

WAGES, LONGEVITY, AND EMT PAY

A. All steps of the pay schedule shall be increased by the following percentages on the dates indicated:

Effective July 1, 2011: \$750 increase to be applied to the base rate of each employee and to the Annual Salary Schedule. Increase to be paid in equal installments throughout the remaining regularly scheduled pay periods between date of ratification and 6/30/2012.

Effective July 1, 2012: 1.5% across-the-board increases to Annual Salary Schedule.

Effective July 1, 2013: 2.0 % across-the-board increases to Annual Salary Schedule.

Rank differential for Officers shall be as follows:

Lieutenant: 10.0% above Firefighter Step 5

Fire Prevention Lieutenant: per salary schedule

Captain: 10% above Lieutenant, (not Fire Prevention

Lieutenant) Fire Prevention Captain: 10% above Captain.

A Firefighter who works out of grade will be compensated at the rate of Lieutenant, and a Lieutenant who works out of grade will be compensated at the rate of Captain.

B. The wage schedule shall be administered as follows: a firefighter not certified by Civil Service shall be appointed to Step 1, and shall remain there for one (1) year, and shall then progress to Step 2, where he/she shall remain until so certified or replaced. A firefighter who is certified by Civil Service or becomes so certified shall thereupon be placed to Step 2. There he/she shall remain for one (1) year and then he/she shall progress to Step 3.

After one (1) year in this step, he/she shall progress to Step 4. After one (1) year in this step, he/she shall progress to Step 5.

Should any provision herein be in conflict with the Civil Service laws or rules, or any other provision of law, then said laws or rules shall prevail.

B. Night and Weekend differential of 9.0% shall be paid to employees who work night tours (1800 to 0800) and weekend tours (0800 Saturday to 0800 Monday)

C. It is agreed for purposes of night and weekend differential, that 75% of hours of employees who work night and weekend tours are night and weekend hours, so that the effective premiums included in the base pay for all purposes is 6.75%

D. Effective July 1, 2012, all employees shall have the following premiums included in their base pay for all purposes:

EMT-B: 2.0%

EMT-I: 3.0%

EMT-P: 4.0%

E. Longevity is to be paid on or before June 30 of each contract year. Effective July 1, 2006 longevity payments will be made as follows:

\$375.00 per year after five (5) years \$425.00 per year after ten (10) years \$475.00
per year after fifteen (15) years \$525.00 per year after twenty (20) years \$900.00
per year after twenty five (25) years \$1000.00 per year after thirty (30) years

F. Employees are required to receive written approval by the Chief or Deputy Chief, prior to using their own car on official Town business. Compensation for approved use shall be at the Town of Mansfield's currently approved rate, per mile.

G. E.M.T. Pay is to be paid on or before December 1 of each contract year. Employees with an E.M.T. Certificate in effect shall be given an allowance for maintaining their E.M.T. Certificate. Each employee with a current certificate shall receive an allowance as follows:

	7/1/11	7/1/12	7/1/13
EMT-B	\$3550.00	\$3550.00	\$4550.00

EMT-I	\$4400.00	\$4400.00	\$5400.00
EMT-P	\$4900.00	\$4900.00	\$5900.00

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

In addition, the Town shall annually pay a fee of \$1000.00 dollars to the two members of the bargaining unit assigned by the Chief as the E.M.T. coordinators.

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

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

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

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

Employees participating in the program will be excused from duty with appropriate time for

travel, without loss of pay or benefits.

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

For the purposes of this agreement, any employee participating in, or traveling to and from the program shall be considered covered under the provisions of MGL Chapter 41 Section III F

Employees who complete the program shall be paid a one-time bonus of \$4000.00 upon proof of certification.

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

<u>Participant Attendance</u>	<u>Reimbursement</u>
25%	75%
50%	50%
75%	25%

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

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

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

- H. The Town shall annually pay a fee of seven hundred fifty (\$750.00) dollars to members of the bargaining unit who may be assigned by the Chief as a Fire Alarm Coordinator, Mechanic Coordinator, SAFE Coordinator, SCBA Coordinator, Technical Rescue Coordinator. Stipends to be paid on or before December 1st.
- I. Members of the bargaining unit that receive certification in the following categories will Receive a seven hundred fifty dollar (\$750.00) stipend per contract year payable on or before Dec. 1st. Stipends under this category must be rank specific.

Certified Mass Fire Inspector	\$750.00
Certified M.F.A. Line Officer	\$750.00
Certified Fire Apparatus Maintenance	\$750.00

*(one person as assigned by the Chief

- J. Any employee attending the departments initial confined space training held in June 2002 shall be compensated at time and one half for any hours scheduled on his/her time off Members who did not attend both classroom sessions are ineligible to attend the live training portion.

Existing employees who complete Massachusetts Firefighting Academy confined space training to the operational level shall receive a one-time incentive of \$300.00, payable on or before December 1st.

An existing employee who was unable to participate in the initial training will be entitled to the same compensation and one-time incentive for attending and completing a Massachusetts Firefighting Academy Basic Confined Space Training Program.

- K. Upon ratification of this contract by both parties, each bargaining unit employee shall receive a one-time lump-sum cash payment of one-thousand dollars (\$1,000.00), less withholding and other deductions applicable to the wages paid to said employee as of the date of this contract. This payment does not apply to the base rate of employees, and there shall be no change to the rate of pay of any bargaining unit member.

ANNUAL SALARY SCHED III.F.

	Effective July 1, 2009 – June 30, 2011	Effective July 1, 2011- June 30, 2012 (FY12)	Effective July 1, 2012 – June 30, 2013 (FY13)	Effective July 1, 2013 – June 30, 2014 (FY14)
Firefighter:				
Step 1	39,331.63			
Step 2	44,681.37	45,431.37	46,112.84	47,035.10
Step 3	47,033.16	47,753.16	48,469.46	49,438.85
Step 4	51,733.84	52,483.84	53,271.10	54,336.52
Step 5	54,320.54	55,070.54	55,896.60	57,014.53
Lieutenant:	59,752.60	60,502.60	61,410.14	62,638.34
Captain:	65,727.86	66,552.86	67,551.15	68,902.17

	Effective July 1, 2009 – June 30, 2011	Effective July 1, 2011- June 30, 2012 (FY12)	Effective July 1, 2012 – June 30, 2013 (FY13)	Effective July 1, 2013 – June 30, 2014 (FY14)
Fire Prevention Lt.:	70,373.48	71,123.48	72,190.33	73,634.14
Fire Prevention Capt.:	72,300.64	78,235.83	79,409.37	80,997.55

ARTICLE 10

GRIEVANCE PROCEDURE

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

Step 1: The aggrieved employee or the Union shall present the matter formally to the Fire Chief or his designee for adjustment within fourteen (14) days after the occurrence thereof the grievance shall be in writing and shall identify the Article violated and the remedy sought.

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

Step 2: The employee or the Union may present the grievance to the Town Manager within fourteen (14) days after receipt of the chief's decision

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

Step 3: The employee or the Union may choose to request arbitration of the grievance pursuant to the Rules of the American Arbitration Associations provided, however, no grievances shall be submitted to arbitration which:

1. Involves a matter of policy, management right reserved to the employer, or the Rules and Regulations of the Fire Department.

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

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

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

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

ARTICLE 11

MANAGEMENT RIGHTS

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

ARTICLE 12

NO STRIKE

The Union in its own behalf, and on the behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement, it will not authorize, approve,

participate or in any way encourage any strike, work stoppage, slow down, or the withholding of services, including paid extra-hour services, from the employer, the Town of Mansfield.

ARTICLE 13

VACATIONS

Employees will be credited with vacation on the anniversary date of their employment. During the second six months of service, the employee may take one week of vacation. Thereafter, the following schedule will apply:

After 1 Year of Service:	2 weeks vacation (4 days, 4 nights).
After 5 Years of Service:	3 weeks vacation (6 days, 6 nights)
After 6 Years of Service:	add a day tour (7 days, 6 nights).
After 7 Years of Service:	add a night tour (7 days, 7 nights).
After 8 Years of Service:	add a day tour (8 days, 7 nights).
After 9 Years of Service:	add a night tour (8 days, 8 nights)
After 10 Years of Service:	4 weeks vacation (8 days, 8 nights).
After 16 Years of Service:	add a day tour (9 days, 8 nights).
After 17 Years of Service:	add a night tour (9 days, 9 nights).
After 18 Years of Service:	add a day tour (10 days, 9 nights)
After 19 Years of Service:	add a night tour (10 days, 10 nights).
After 20 Years of Service:	5 weeks vacation (10 days, 10 nights).

The service shall be continuous and a week's vacation shall consist of two day tours and two night tours. Vacation pay shall not be cumulative from year to year, but time may be carried over due to unforeseen circumstances, upon the approval of the Chief.

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

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

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

ARTICLE 14

TUITION AND EDUCATION INCENTIVES

Upon completion of their initial Probationary Period, each employee who completes a course in an accredited school or college in the fields of Fire Science, Fire Protection Engineering, Public Administration, Fire Investigation and Cause and Determination, or an associated course of study (which shall be previously approved by the Fire Chief prior to pursuing such a degree,) shall receive a reimbursement of 100% of the tuition and fees actually paid, up to \$750.00 per course, 4 courses maximum per year. Course requests must be submitted no later than November 30th of each year. No such payment shall be made unless the Fire Chief has in writing, authorized the taking of the course in advance to the employee involved.

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

Reimbursement of tuition and fees shall be paid upon evidence of satisfactory completion of each course. Payments under this Article shall be made forthwith when due.

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

30 credits earned prior to July 1, 2000	\$750.00
Effective:	7/1/09
Associate's Degree:	\$3250.00
Bachelor's Degree:	\$5250.00
Masters Degree:	\$7250.00

ARTICLE 15

EXTRA PAID DETAILS

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

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

The Chief or his designated representative shall make a reasonable effort to contact the member being called, and the employee may make up to one telephone number and one pager number available. In the event that all available employees cannot be reached by phone, the officer or senior firefighter in charge will transmit a "Signal15" over the paging system. This "Signal15" will be a code to the permanent firefighters that a detail is available and to call the station. The first permanent firefighter to call will be assigned the detail.

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

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

Where a detail of three or more firefighters is not supervised by a Lieutenant or Captain, the senior firefighter who is supervising that detail shall be paid at the line Lieutenant or Captain detail rate. Where more than one Lieutenant or Captain is working on such a detail, the Lieutenant or Captain supervising the detail shall be paid a detail rate at least equal to that of the other Lieutenant(s) or Captain(s) on the detail.

ARTICLE 16

PERSONAL DAYS

Each employee shall be allowed two (2) personal tours per year, plus an additional twenty four (24) hours, which may be used in four (4) hour increments, and will not be charged to sick leave. The Chief shall be notified forty-eight hours (48) in advance, except in cases of emergency. Leave shall be granted subject to approval of the Chief, and shall not be unreasonably withheld.

Effective 7/1/01, each employee shall be allowed two (2) personal tours per year, consisting of one (1) ten (10) hour tour and one (1) fourteen hour tour, plus an additional twenty-four (24) hours which may be used in a minimum of four (4) hour increments, and will not be charged to

sick leave. The Chief shall have advance notification of employees' requests for use of personal time. That notification period shall, at a minimum, be equal to the length of the requested personal time, except in cases of emergency. Leave shall be granted subject to the approval of the Chief, which shall not be unreasonably withheld.

Fire Prevention Officers shall receive an equivalent amount of hours.

Each employee that is granted a certificate from the Massachusetts Firefighting Academy for having attended and completed the Basic Confined Space Rescue training program will be eligible for an additional 12 hours of incremental Personal Leave. Personal days may not be carried over from year to year, but time may be carried over due to unforeseen circumstances, upon the approval of the Chief.

ARTICLE 17

ENTIRE UNDERSTANDING

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

ARTICLE 18

LIMITED DUTY

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

- 1) The employee shall report any known exposure pursuant to all standing practices to the Infectious Disease Control Officer, and the Chief of Department, or his designee, as soon as practical after the exposure.

- 2) The employee shall be offered any reasonable follow up testing, prophylactic treatments, and / or counseling for the disease in question.
- 3) A baseline test may be offered to any employee prior to the implementation of this section, or upon hiring of any employee effective July 1, 2003. Any employee declining a baseline test will be required to prove the exposure was incurred on duty by substantiating documentation outlined in Section 1 above.
- 4) Upon completion of the baseline test, the testing facility shall forward to the appointing authority, and the employee, a certificate stating that the employee is eligible or ineligible for the presumption of illness.

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

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

B. Assignments to limited duty tasks may be changed or terminated at the discretion of the Fire Chief, subject only to the provisions contained herein. Firefighters will not be involuntarily assigned to light duty prior to the expiration of thirty calendar days. The thirty-calendar day periods referred to in this paragraph include all time due to an injury or any recurrence of the same injury, whether or not continuous. Light or limited duty tasks shall include, but not be limited to;

1. General Clerical Work.
2. Training
3. Fire Prevention (School Programs)
4. Inspections, fire alarm box plug outs
5. General Desk Duty, acceptance testing of fire alarm systems
6. Supervision (applicable to supervisors only)
7. Plan Review
8. General House Cleaning
9. Inventory of Supplies and Equipment
10. Updating Department Street List Books

11. Fire Alarm Testing and Mapping

12. Other limited or light duty tasks agreed upon by the Chief and the Union.

13. Driving apparatus to and from repair shops.

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

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

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

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

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

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

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

A firefighter assigned to light duty notwithstanding the continuing disagreement of his personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the firefighter is medically capable of being assigned to limited or light duty at that time. Pending receipt of the neutral physician's determination,

the employee shall continue to be granted leave without loss of pay for that period.

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

ARTICLE 19

MASS GATHERINGS

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

1-1400 Attendees = 1 Firefighter

1401-4000 Attendees= 2 Firefighters

4001-15000 Attendees= 4 Firefighters

15001-22000 Attendees= 6 Firefighters

22001-35000 Attendees= 8 Firefighters

35001 or more Attendees = Minimum of 10 Firefighters with one additional Firefighter assigned for each incremental increase of 4000 Attendees.

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

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

ARTICLE 20

DURATION

The duration of this contract shall be July 1, 2011 through June 30, 2014. Either party wishing to terminate, amend, or modify the contract, must so notify the other party in writing, not more than two hundred forty (240) days nor less than one hundred eighty (180) days prior to such expiration date. Within fifteen (15) days after the receipt of such notification by either party, a

conference shall be held between the Town and the Union contract negotiating committee for the purposes of negotiating concerning such amendment, modification, or termination.

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

ARTICLE 21 Physical Fitness

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

In the spirit of the health and wellness for Mansfield Permanent Firefighters Local 1820 and its members, the Town shall pay a one thousand dollar (\$1,000.00) stipend to each member for the successful completion of a physical fitness test each fiscal year beginning in FY 2013 (July 1, 2012). Such test will be comprised of the following events: 1.5 mile timed run, 1 minute timed sit-ups and 1 minute timed pushups. At no time will a member be required to take part in this test, it shall be voluntary. The qualifying times shall be derived from the table below.

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

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

Applicant Age: 20-29 30-39 40-49 50-59 60+

1.5 Mile Run

Male 12:51 13:36 14:29 15:26 17:19

Female 15:26 15:57 16:58 17:55 20:55

Sit Ups (1min)

Male 38 35 29 24 9

Female 32 25 20 14 6

Push Ups

Male 29 24 18 13 10

Female 15 11 9 5 3

Female (modified*) 23 19 13 12 8

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, set their hands and seals by their duty authorized representatives this: 10th day of May, 2012.

APPROVED:

Town of Mansfield,

By William M. Ross Date 5-10-12

Local 1820 – International Association of Firefighters,
A.F.L. – C.I.O

By Patrick B. Kelley Date 5/10/12

By [Signature] Date 5/10/12

By [Signature] Date 5/10/12

By [Signature] Date 5/10/12

By Bruce E. Naslund Date 5/10/12

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

Current Blue Cross HMO

	In Network Co-Pays	Current Mitigation	In Network Co-Pays	Proposed Mitigation	Out of Pocket Costs
Office Visit / Medical Care	15	10	25*	10	15
Well Child Care	15	10	0	0	0
Adult Routine Physicals	15	10	0	0	0
Routine GYN Exam	15	10	0	0	0
Emergency Room Visits	50*	25	100*	75	25
*waived if admitted or for observation stay					
General Hospital Admission	250	250	500	500	0
Surgery (Physician's Office)	Nothing		Nothing		
Surgery (Hospital) - Day & Ambulatory	Nothing		250	250	0
Imaging (CT Scan, MRI & PET)	Nothing		75	75	0
Physical Therapy & Chiropractic	15	10	25	10	15
Routine Vision	15	10	0	0	0
Mental Health Admission	250	250	500	500	0
Alcoholism Admission	250	250	500	500	0
Outpatient (Alcoholism / Mental Health)	15	10	0	0	0

Prescriptions purchased monthly - local pharmacy:

Tier 1 - generic	10	0	15	Nothing	15
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Tier 2 - preferred brand name	20	0	30	Nothing	30
Tier 3 - non preferred drugs	35	0	50	Nothing	50
Tier 1 - generic	10	0	30	15	15
Tier 2 - preferred brand name	20	0	60	30	30
Tier 3 - non preferred drugs	35	0	150	100	50

*Could be zero for visits that are preventive

April 9, 2011WRR

**Mansfield
Health Insurance Premiums**

	Plans	Current Rates 7/1/2010 to 6/30/2011		Proposed Funding Rates 7/1/2011 to 6/30/2012		Percent Increase	
		Individual	Family	Individual	Family	Individual	Family
<u>Existing</u>	MONTHLY RATES						
	BCBS HMO Blue	590.14	1,546.25	633.81	1,660.67	7.4%	7.4%
	Employee portion - 30%	177.04	463.88	190.16	498.24		
<u>Existing</u>	BCBS Blue Care Elect (PPO)	907.10	2,255.07	974.23	2,421.95	7.4%	7.4%
	Employee portion - 30%	272.13	676.52	292.28	726.60		

MONTHLY RATES

<u>New</u>	BCBS HMO Blue NE Value Plan	536.41	1,405.46	587.37	1,538.98	9.5%	9.5%
	Employee portion - 30%	160.92	421.64	176.24	461.72		
<u>New</u>	BCBS Blue Care Value Plan (PPO)	843.26	2,096.34	923.37	2,295.49	9.5%	9.5%
	Employee portion - 30%	252.98	628.90	277.01	688.65		

NOTE - 1 - These computations assume the 30% employee contribution remains the same for PPO as well as HMO.

NOTE - 2 - The percentage increase in the Value plan is because these plans do not have any copays on certain screenings tests and services. See the list provided.

NOTE - 3 - The Value plans have higher copays. See list provided

Premium savings between existing plans and new Value plans

	BCBS HMO Blue	16.12	42.24	13.92	36.52		
	Employee portion - 30%	193.43	506.84	167.04	438.24		
	Annualized reduction in premium						
	BCBS Blue Care Elect (PPO)	19.15	47.62	15.27	37.95		
	Employee portion - 30%	229.82	571.43	183.23	455.44		
	Annualized reduction in premium						