

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF MANSFIELD**  
**AND**  
**MANSFIELD PERMANENT FIREFIGHTERS**  
**LOCAL 1820, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**July 1, 2017 – June 30, 2020**

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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 \_\_\_\_\_, 2018, by and between the Town of Mansfield and Local 1820, International Association of Firefighters, AFL-CIO.

### **PREAMBLE**

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

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

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

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

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

#### **A. Recognition**

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

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

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

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

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

The Town of Mansfield shall deduct union dues and/or assessment upon receipt of authorizations of members of Local 1820 who shall sign deduction form cards to be supplied by the Local. The

Town of Mansfield shall forward to the Secretary/Treasurer or Treasurer of the Union such deductions each week following the week of deduction.

D. Time off - Union Negotiations

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

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

**ARTICLE 2  
DUTIES, SUBSTITUTIONS, HOURS OF WORK  
AND PERMANENT FIREFIGHTER PREFERENCE**

A. Duties

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

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

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

B. Substitutions

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

### C. Hours of Work

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

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

At some time during the first twelve months of a newly appointed firefighter's employment, he/she will be assigned to attend and graduate from the Massachusetts Firefighting Academy. 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 Staff Officers; Fire Prevention Officers and E.M.S. Officers shall work an average of forty-two (42) hours per week. The normal hours shall be 7:00A.M. to 5:30P.M., four days per week. This schedule may vary each week from Monday through Thursday one week, to Tuesday through Friday the following week as determined by the Chief of Department.

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

D. Permanent Firefighter Preference

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

**ARTICLE 3  
BEREAVEMENT LEAVE**

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

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

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

**ARTICLE 4  
UNIFORMS, CLOTHING ALLOWANCE AND HAZARDOUS DUTY PAY**

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

B. Annually, after providing all receipts evidencing uniform purchases to the Mansfield Fire Department secretary, all uniformed employees will be given a uniform allowance of \$950.00 per year. The uniform allowance shall be used at the discretion of the Fire Chief from a list of the following: 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 I 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.

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

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

## **ARTICLE 5 OVERTIME**

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

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

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

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

C. Assignments of overtime shall be made by the Chief, or his designated representative, and overtime shall be distributed among regular employees on a rotating basis by seniority as evenly as practical by hours. All union personnel who have been injured, are on sick leave

status, or are attending the State Fire Academy, shall not be entitled to make-up overtime missed while out of work.

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

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

The Chief shall have the right to call the following individuals out of the aforementioned rotation: photographers, training officers, fire investigators, hazardous materials technicians, court time, Staff Officers, fire prevention officers, E.M.S. Officers, fire alarm coordinator, paramedics, mechanic coordinator, technical rescue coordinator, 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 "Signal 15" will be a code to the permanent firefighters that an overtime tour is available and to call the station. The first permanent firefighter to call will be assigned the tour. If "Signal 15" fails to cover the tour, the normal procedure for ordering in personnel, established by the Chief, shall be followed. The Chief or Deputy Chief shall be notified of all situations requiring the ordering in of personnel.

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

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

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

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

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

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

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

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

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

J. Training.

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

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

**ARTICLE 6**  
**SICK LEAVE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 7  
HOLIDAYS**

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

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

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

## **ARTICLE 8 HEALTH INSURANCE**

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

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

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

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

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

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

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

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

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

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

<i>Effective July 1, 2017</i>	<i>2.0% across-the-board increase</i>
<i>Effective July 1, 2018</i>	<i>2.0% across-the-board increase</i>
<i>Effective July 1, 2019</i>	<i>2.0% across-the-board increase</i>

Rank differential for Officers shall be as follows:

Lieutenant:

Effective July 1, 2017: 10.5% above Firefighter Step 5, paramedic  
Effective July 1, 2018: 10.75% above Firefighter Step 5, paramedic  
Effective July 1, 2019: 11% above Firefighter Step 5, paramedic

Staff Lieutenant: per salary schedule

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

Staff Captain: per salary schedule

A 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.1. Night and Weekend differential of 9.0% shall be paid to employees who work night tours (1800 to 0800) and weekend tours (0800 Saturday to 0800 Monday). Effective July 1, 2016, it will increase from 9.0% to 10.34%. Effective June 30, 2017, it will increase from 10.34% to 11.34%. Effective July 1, 2018, it will increase from 11.34% to 12%.
- 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%. Effective July 1, 2016 it will increase from 6.75% to 7.755%. Effective June 30, 2017 it will increase from 7.755% to 8.505%. Effective July 1, 2018, it will increase from 8.505% to 9%.

- D. All employees, excluding Officers, shall have the following premiums included in their base pay for all purposes:

EMT-B: 3.0%  
EMT-P: 7.0%

- E. Longevity is to be paid on or before June 30 of each contract year. Longevity payments will be made as follows:

\$400.00 per year after five (5) years;  
\$450.00 per year after ten (10) years;  
\$500.00 per year after fifteen (15) years;  
\$550.00 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:

EMT-B           \$5000.00  
EMT-P           \$5900.00

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

Effective July 1, 1997, employees hired as E.M.T.- P shall retain their certifications as a condition of employment, unless excused by the Chief. Employees certified as E.M.T.-P while employed shall retain their certifications for a minimum of four years. Once the Department has seventeen paramedics or more, it is agreed that any current firefighter who wishes to give up his or her paramedic status may request to do so, provided that the resulting number of paramedics, as a result of his or her giving up their paramedic status does not drop the number of paramedics below sixteen. This is not to say that the Department will be required to maintain sixteen

paramedics if, through retirements or resignations from the Department by paramedics, or for any other reason, it allows the number to drop below 16, if it does not wish to do so. All such request to give up one's paramedic status under this section will be considered in order of seniority within the Department. It is understood that those members who are granted the ability to give up his/her paramedic status must, nonetheless, maintain their current certification until the end of their current certification expiration. Any eligible person wishing to relinquish his or her certification will notify the department of such desire no less than six months prior to the date on which the employee wishes to have his or her paramedic status cease. Any person whose request is granted will, from that point forward be ineligible for time off to attend paramedic training or reimbursement to take any paramedic recertification classes. Any person who is allowed to relinquish his/her required paramedic status will, upon its effectiveness, simultaneously relinquish any monetary benefits which are directly tied to one's status as a paramedic. It is understood that any member allowed relinquishing their paramedic status, will be required to maintain E.M.T.-Basic status, and will be entitled to the compensation of E.M.T.-B as per contract.

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

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

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

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

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

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

Employees who complete the program shall be paid a one-time bonus of \$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:

<i>Participant Attendance</i>	<i>Reimbursement</i>
25%	75%
50%	50%
75%	25%.

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

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

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

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, SAFE Coordinator, SCBA Coordinator, or Technical Rescue Coordinator.

The Town shall annually pay a fee of one thousand (\$1,000) dollars to the member of the bargaining unit assigned by the Chief to serve as the Mechanic Coordinator.

Stipends to be paid on or before December 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. 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.

## ARTICLE 10 GRIEVANCE PROCEDURE

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

### Step 1:

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

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

### Step 2:

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

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

### Step 3:

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

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

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

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

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

## **ARTICLE 11 MANAGEMENT RIGHTS**

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

## **ARTICLE 12 NO STRIKE**

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

## **ARTICLE 13 VACATIONS**

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

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

After 19 Years of Service: 10 days, 10 nights  
After 20 Years of Service: 10 days, 10 nights

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

The assignment of vacation leave shall be arranged by the Fire Chief, for such times as in his opinion, best serve the department, with consideration given to the seniority of the employees. Vacations for purposes of seniority shall be submitted to the Fire Chief by April 15 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 employee's request for use of vacation time. That notification period shall, at a minimum, be equal to the length of the requested vacation.

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

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

Upon completion of their initial Probationary Period, each employee who completes a course in an accredited school or college in the fields of Fire Science, Fire Protection Engineering, Public Administration, Fire Investigation and Cause and Determination, 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 \$1500.00 per course, four (4) courses maximum per year, subject to the following reimbursement schedule: 100% for grade of "A"; 85% for grade of "B"; 75% for grade of "C"; no reimbursement for grade of D, F or any failure to successfully complete the course. Course requests must be submitted no later than November 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. All grades and requests for reimbursement shall be submitted no later than June 15. Payments under this Article shall be made forthwith when due. However, payments will be made exclusively for courses completed in the same fiscal year.



establishment, the above-described hourly detail rate shall be increased by three dollars (\$3.00) per hour. The pouring rate will not apply to non-profit organizations, unless the event is not related to the non-profit goals or purpose of the organization.

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

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

Staff Officers; Fire Prevention Officers and E.M.S. 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 BIWEEKLY PAY AND DIRECT DEPOSIT**

1. The Union agrees that the Town may change pay from weekly to bi-weekly without need for further bargaining if the Town obtains the agreement of all other unions to convert to bi-weekly pay, and so long as the Town provides a minimum of six (6) months' advance notice to affected bargaining unit members and makes the conversion to bi-weekly pay during a calendar month in which the employees will receive three (3) paychecks.

2. All firefighters shall receive their pay through direct deposit. (Each firefighter who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the Town's payroll office.) The Town will assist a firefighter

who has a documented hardship in establishing direct deposit. The Town may provide firefighters with electronic pay advices in lieu of paper advices/paystubs.

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

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

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

2) The employee shall be offered any reasonable follow up testing, prophylactic treatments, and/or counseling for the disease in question.

3) A baseline test may be offered to any employee prior to the implementation of this section, or upon hiring of any employee effective July 1, 2003. Any employee declining a baseline test will be required to prove the exposure was incurred on duty by substantiating documentation outlined in Section 1 above.

4) Upon completion of the baseline test, the testing facility shall forward to the appointing authority, and the employee, a certificate stating that the employee is eligible or ineligible for the presumption of illness.

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

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

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

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. Driving apparatus to and from repair shops.

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

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

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

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

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

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

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

A firefighter assigned to light duty notwithstanding the continuing disagreement of his personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the firefighter is medically capable of being assigned to limited or light duty at that time. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period.

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

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

#### **ARTICLE 18A LIMITED DUTY- INJURED WHILE NOT ON DUTY**

Employees who are on authorized sick leave for more than 45 days can request a limited duty assignment. (45 day minimum will not count if employee has limited sick time available) Employees must be certified by a medical doctor as capable of limited duty. After medical certification they shall be allowed to work in a limited duty capacity upon the determination of the Fire Chief.

Limited duty tasks shall be performed on a forty (40) hour per week basis comprised of two (2) sixteen (16) hours shifts from 8:00am to midnight as part of the Firefighter's regular duty shift and one (1) eight (8) hour shift from either 8:00am to 4:00pm or 4:00pm to 12:00am at the discretion of the Fire Chief with the Chief considering requests in exceptional circumstances. The Limited duty firefighter will not count towards group staffing numbers. The employee shall report to work in their uniform as allowed by the uniform section of the current contract. In the event the injury prevents the Firefighter from wearing the department approved uniform, the Chief shall approve an alternative to the uniform that will not further injure the firefighter and provide usability.

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

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

Training  
Fire Prevention  
Inspections  
Permitting  
Public Relations  
Computer Operations  
Answering Phones

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

Modified duty shall not include driving of ambulances or fire suppression emergency vehicles. In any event no employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status. Employees on limited duty shall not be allowed to work any regularly assigned bargaining unit Detail work or outside details.

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

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

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

## **ARTICLE 19 MASS GATHERINGS**

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

1-1400 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, 2017 through June 30, 2020. 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's 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 (min.)					
Male	38	35	29	24	9
Female	32	25	20	14	6
Push Ups					
Male	29	24	18	13	10
Female	15	11	9	5	3
Female (modified*)	23	19	13	13	8

**ARTICLE 22  
RESIDENCY**

All Firefighters hired by the Mansfield Fire Department after 7/1/15 must reside in the following towns:

Mansfield, Norton, Foxboro, Easton, North Attleboro, Attleboro, Plainville, Sharon, Taunton, Norfolk, Walpole, Stoughton, Brockton, Avon, Canton, Norwood, Medway, Franklin, Wrentham, Seekonk, Dighton, Bridgewater, West Bridgewater, East Bridgewater, Abington, Holbrook, Randolph, Westwood, Medfield, Millis, Rehoboth, Whitman, Bellingham, or Raynham.

All Firefighters currently employed as of July 1st 2015 may continue to reside in the following towns if they are already residing there. Any future moves to or within these towns will need to be approved by the Fire Chief for extenuating circumstances such as school district issues or family property gifts/sales:

Blackstone, Millville, Mendon, Hopedale, Milford, Holliston, Dover, Sherborn, Natick, Needham, Dedham, Milton, West Roxbury, Boston, Milton, Quincy, Braintree, Weymouth, Hingham, Hanover, Rockland, Hanson, Halifax, Middleboro, Lakeville, Freetown, Berkley, Swansea, Somerset

**ARTICLE 23**  
**FIELD TRAINING OFFICER**

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

1. There will be one FTO for each of the four groups who shall be selected using the same bid process now used to fill other stipend positions with the additional provision that the E.M.S. Officers will have input in the process.
2. In order to be eligible to bid for an FTO position, an employee must be a Paramedic with a minimum of two years' experience with the Town of Mansfield Fire Department.
3. The Town shall annually pay a stipend of one thousand five hundred dollars (\$1,500.00) to each of the four selected FTOs on or before June 30th of each year.
4. Each selected FTO shall attend and be compensated for attending an initial, four hour orientation class at a date to be announced.
5. When an employee is performing FTO duties with a Paramedic intern, such member shall be paid at the Lieutenant hourly rate.
6. The duties of the FTO will include daily QAQI and will be outlined in the QAQI program.
7. Holding an FTO position will not exclude such employee from holding other stipend positions.

**ARTICLE 24**  
**ENTIRE AGREEMENT**

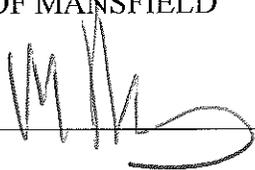
This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not part of this Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

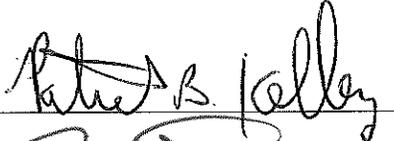
APPROVED:

TOWN OF MANSFIELD

By: 

Date: 8/29/2018

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

By: 

Date: 8/29/2018

By: 

Date: 8/29/2018

By: 

Date: 8/29/2018

By: 

Date: 8/29/2018

By: 

Date: 8/29/2018

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



# *Town of Mansfield*

6 Park Row, Mansfield, Massachusetts 02048

**Title: FAMILY AND MEDICAL LEAVE**

**Policy Number: 002**

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

**Originated By: Human Resources**

**Replaces: 02/10/1999**

**Original Date: N/A**

## **1. PURPOSE**

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

## **2. APPLIES TO**

All Town employees.

## **3. INTERPRETATION OF POLICY**

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

Approved by BOS 9/21/16

#### 4. DEFINITIONS

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

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

## 5. POLICY

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

## 6. PROCEDURE

### 6.1 Length of Leave

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

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

### 6.2 Notice and Scheduling of Leaves

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

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

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

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

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

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

### 6.3 Certification

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

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

leave and an estimate of the frequency and duration of the episodes of incapacity; and

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

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

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

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

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

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

#### 6.4 Intermittent or Reduced Leave Option

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

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

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

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

#### 6.5 Sick, Vacation and Personal Leave

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

#### 6.6 Benefits Eligibility

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

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

#### 6.7 Returning From Leave

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

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

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

#### 6.8 Rights of a Key Employee

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

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

### 7. GENERAL

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

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

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

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

## **8. EXCEPTIONS**

See paragraph 6.8 (Right of a Key Employee)

## **9. FORMS**

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

Appendix B

ANNUAL SALARY SCHEDULE

	Effective July 1, 2018	Effective July 1, 2018 - June 30, 2019	Effective July 1, 2019 - June 30, 2020
Firefighter			
Step 2	\$51,411.4469	\$52,439,6758	\$53,488.4693
Step 3	\$54,038.8519	\$55,119.6289	\$56,222.0215
Step 4	\$59,392.2214	\$60,580.0658	\$61,791.6672
Step 5	\$62,319.4058	\$63,565.7939	\$64,837.1098
Lieutenant:	\$68,862.9434	\$70,399.9843	\$71,969.1919
Captain	\$79,192.3850	\$80,958.9843	\$82,764.5707
Staff Lt.	\$80,485.3735	\$82,095.0810	\$83,736.9826
Staff Capt.	\$88,533.9108	\$90,304.5890	\$92,110.6808

MANSFIELD FIRE DEPARTMENT - Salary Schedule for FY 2018																	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Hourly Base	Hourly Base	Brty w/ Nite&VE differential (1.08505)														
207																	
208	Firefighter	23.5400	25.5421	26.3084	27.3301	28.7268	31.5726	33.1287	34.8353	36.6072	38.5498	40.6829	42.9951	45.5902	48.4806	51.6776	55.1939
209	2% > to FY18 FROM FY17																
210	Step 1	23.5400	25.5421	26.3084	27.3301	28.7268	31.5726	33.1287	34.8353	36.6072	38.5498	40.6829	42.9951	45.5902	48.4806	51.6776	55.1939
211	Step 2	23.5400	25.5421	26.3084	27.3301	28.7268	31.5726	33.1287	34.8353	36.6072	38.5498	40.6829	42.9951	45.5902	48.4806	51.6776	55.1939
212	Step 3	24.7431	26.8475	27.6529	28.7268	31.5726	33.1287	34.8353	36.6072	38.5498	40.6829	42.9951	45.5902	48.4806	51.6776	55.1939	58.3599
213	Step 4	27.1942	29.5071	30.3923	31.5726	33.1287	34.8353	36.6072	38.5498	40.6829	42.9951	45.5902	48.4806	51.6776	55.1939	58.3599	61.6274
214	Step 5	28.5345	30.9614	31.8902	33.1287	34.8353	36.6072	38.5498	40.6829	42.9951	45.5902	48.4806	51.6776	55.1939	58.3599	61.6274	65.0000
215																	
216	Staff Capt.	31.5307	34.2123		36.6072												
217																	
218	Capt.	36.2602	39.3442		42.0983												
219	10% diff differential for fire prevention officer																
220	Staff Lt.	36.8523			39.4319												
221	Staff Capt.	40.5375			43.3751												

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
<b>MANSFIELD FIRE DEPARTMENT - Salary Schedule for FY 2019</b>																	
228																	
229	Firefighter	Hourly Base	brly w/ Nice&VE differential (1.09)	Straight Rate EMT B 3%		Straight Rate EMT P 7%	OT Rate Payroll B		OT Rate Payroll P	Payroll Weekly Salary B		Payroll Weekly Salary P	Annual Payroll Salary B		Annual Payroll Salary P	Weekly Base Base	Yearly Base Base
230	2% > to FY19 FROM FY18																
231	Step 1	24,0108	26,1718	26,9570	28,0038	40,4355		42,0038	\$1,132,1928		\$58,874,0240		\$61,160,3939	\$1,008,4553	\$52,439,6758		
232	Step 2	25,3379	27,5093	28,3346	29,4350	42,5019		44,1525	\$1,190,0540		\$61,882,8074		\$64,286,0232	\$1,059,9929	\$55,119,6289		
233	Step 3	27,7381	30,2346	31,1416	32,3510	46,7124		48,5265	\$1,307,9469		\$68,013,2399		\$70,654,5308	\$1,165,0013	\$60,580,0658		
234	Step 4	29,1052	31,7247	32,6764	33,9454	49,0146		50,9181	\$1,372,4099		\$71,365,3169		\$74,136,7855	\$1,222,4191	\$63,565,7939		
235	Step 5																
236		Hourly Base	brly w/ Nice&VE differential (1.09)	Straight Rate EMT P 7%		OT Rate Payroll B		OT Rate Payroll P	Payroll Weekly Salary B		Payroll Weekly Salary P	Annual Payroll Salary B		Annual Payroll Salary P	Weekly Base Base	Yearly Base Base	
237	Staff Lt.	32,2340	33,1351		37,5945	56,3918		56,3918	\$1,578,9710		\$82,106,4899		\$84,422,4634	\$1,556,9035	\$80,958,9843		
238	Capt.	37,0691	40,4054		43,2337	64,8506		64,8506	\$1,815,8166		\$94,609,7366		\$96,625,9103	\$1,736,6267	\$90,304,5890		
240	no n/v differential for fire prevention office																
241	Staff Lt.	37,5893			40,3206	60,3209		60,3209	\$1,699,2642		\$82,847,7516		\$84,895,0840				
242	Staff Capt.	41,3483			44,2428	66,3639		66,3639	\$1,858,1906		\$89,558,4285		\$91,771,3592				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
<b>MANSFIELD FIRE DEPARTMENT - Salary Schedule for FY 2020</b>																	
249																	
250	Firefighter	Hourly Base	brly w/ Nice&VE differential (1.09)	Straight Rate EMT B 3%		Straight Rate EMT P 7%	OT Rate Payroll B		OT Rate Payroll P	Payroll Weekly Salary B		Payroll Weekly Salary P	Annual Payroll Salary B		Annual Payroll Salary P	Weekly Base Base	Yearly Base Base
251	2% > to FY20 FROM FY19																
252	Step 1	24,4911	26,6953	27,4961	28,5639	41,2442		42,8459	\$1,154,8366		\$60,051,5045		\$62,383,6018	\$1,028,6244	\$53,488,4693		
253	Step 2	25,7427	28,0595	28,9013	30,0237	43,3520		45,0355	\$1,213,8551		\$63,120,4635		\$65,571,7437	\$1,081,1927	\$56,222,0215		
254	Step 3	28,2929	30,8392	31,7644	32,9980	47,6466		49,4970	\$1,334,1059		\$69,373,5047		\$72,067,6214	\$1,188,3013	\$61,791,6672		
255	Step 4	29,6873	32,3592	33,3300	34,6543	49,9949		51,9365	\$1,399,8581		\$72,792,6232		\$75,619,5212	\$1,246,8675	\$64,837,1098		
256	Step 5																
257		Hourly Base	brly w/ Nice&VE differential (1.09)	Straight Rate EMT P 7%		OT Rate Payroll B		OT Rate Payroll P	Payroll Weekly Salary B		Payroll Weekly Salary P	Annual Payroll Salary B		Annual Payroll Salary P	Weekly Base Base	Yearly Base Base	
258	Staff Lt.	32,9529	33,9187		38,4320	57,6495		57,6495	\$1,614,1859		\$83,937,6685		\$86,528,3188	\$1,591,6264	\$82,764,5707		
259	Capt.	37,8959	41,3065		44,1979	66,2969		66,2969	\$1,856,3138		\$96,558,4285		\$98,558,4285	\$1,771,3592	\$92,110,6808		
260	no n/v differential for fire prevention office																
261	Staff Lt.	38,3444			41,0250	61,5325		61,5325	\$1,723,0484		\$89,598,5713		\$91,640,2366				
262	Staff Capt.	42,1752			45,1275	67,6912		67,6912	\$1,895,3544		\$98,558,4285		\$100,558,4285				

Appendix C – Health Insurance Mitigation (*Current as of Fiscal Year 2018*)

**HMO BLUE VALUE**

<u>In Network Co-pay Type</u>	<u>Co-pay Amount</u>	<u>Mitigation</u>	<u>Out of Pocket Cost</u>
Office Visit	\$25	\$10	\$15
Emergency Room Visit	\$100	\$75	\$25
Hospitalization/Admission	\$500	\$500	\$0
Surgery	\$250	\$250	\$0
Imaging: (hospital only)	\$75	\$75	\$0
<b><u>EXPRESS SCRIPT ONLY</u></b>			
*Mail Order (generic)	\$30	\$15	\$15
*Mail Order (brand name)	\$60	\$30	\$30
*Mail Order (non-preferred)	\$150	\$100	\$50

**PPO ENHANCED VALUE**

<u>In Network Co-pay Type</u>	<u>Co-pay Amount</u>	<u>Mitigation</u>	<u>Out of Pocket Cost</u>
Office Visit	\$25	\$10	\$15
Emergency Room Visit	\$100	\$50	\$50
Hospitalization/Admission	\$500	\$500	\$0
Surgery	\$250	\$250	\$0
Imaging: (hospital only)	\$75	\$75	\$0
<b><u>EXPRESS SCRIPT ONLY</u></b>			
*Mail Order (generic)	\$30	\$15	\$15
*Mail Order (brand name)	\$60	\$30	\$30
*Mail Order (non-preferred)	\$150	\$100	\$50

\* If the Mail Order prescriptions are not exactly the amounts above the Mitigation amount will be prorated.

*For example: \$24.30 will be 9.30. Minimum out of pocket cost \$15.00*

**TOWN OF MANSFIELD**  
**Insurance Co-Pay Reimbursement Mitigation Program – All Active Employees**

<b><u>Employee Name:</u></b>	<b>Department:</b>	
<b><u>Address:</u></b>	<b>Employee Number:</b>	

**HMO BLUE VALUE**  
**# of receipts**

	<b><u>Amount</u></b>	<b><u>Total</u></b>
Office Visit	\$10	
Emergency Room Visit	\$75	
Hospitalization/Admission	\$500	
Surgery	\$250	
Imaging: (hospital only)	\$75	
<b><u>EXPRESS SCRIPT ONLY</u></b>		
Mail Order (generic)	\$15	
Mail Order (brand name)	\$30	
Mail Order (non-preferred)	\$100	
Total Requested		

**PPO ENHANCED VALUE**  
**# of receipts**

	<b><u>Amount</u></b>	<b><u>Total</u></b>
Office Visit	\$10	
Emergency Room Visit	\$50	
Hospitalization/Admission	\$500	
Surgery	\$250	
Imaging: (hospital only)	\$75	
<b><u>EXPRESS SCRIPT ONLY</u></b>		
Mail Order (generic)	\$15	
Mail Order (brand name)	\$30	
Mail Order (non-preferred)	\$100	
Total Requested		

\* Only prescriptions ordered through Express Scripts are eligible for reimbursements. Subscriber pays \$30, Town reimburses \$15, Subscriber pays \$60, Town reimburses \$30, Subscriber pays \$150, Town reimburses \$100.

✓ One form may be used for multiple co-pay reimbursements within one fiscal year.

✓ Attach copies of original paid receipts. Receipts must include the date of the visit, doctor/hospital name, patient's name and the amount of co-payment. Other personal information on the receipt should be blacked out.

✓ Requests should be submitted within 30 days after payment of the co-payment, but NO LATER than the end of the quarter after payment of the co-payment. Do not hold mitigation requests until the end of the fiscal year.

✓ Mitigation requests cannot be submitted for co-payments made via an employee flexible spending account (FSA). FSA dollars set aside for medical/dental & pharmacy expenses are pre-tax dollars. Submitting the same co-payment via a mitigation request is the same as requesting a second pre-tax reimbursement for the same co-payment. This practice is prohibited by the IRS and the Town cannot process mitigation requests submitted for FSA paid co-pays.

Submit to: Treasurer's Office for Town Employees & Retirees. School Payroll Office for School employees.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Payroll Date: \_\_\_\_\_

**SIDE LETTER OF AGREEMENT**  
**Between**  
**The Town of Mansfield**  
**And**  
**Mansfield Permanent Firefighters Local 1820, International Association of Firefighters**  
**Emergency Medical Services Officer**

**WHEREAS**, the Town of Mansfield (“Town”) and the Mansfield Permanent Firefighters Local 1820, International Association of Firefighters (“Union”) (collectively, the “Parties”) have entered into a collective bargaining agreement for the period of July 1, 2017 through June 30, 2020 (hereinafter referred to as the “2017-2020 CBA”);

**WHEREAS**, the Town has created an Emergency Medical Service Officer (“E.M.S. Officer”) position in lieu of the existing Emergency Medical Service Coordinator (“E.M.S. Coordinator”) position;

**WHEREAS**, the Parties have discussed and agreed upon the E.M.S. Officer job duties and wages;

**WHEREAS**, the current incumbent in the E.M.S. Coordinator position is Lt. Justin Desrosiers;

**NOW THEREFORE**, the Parties agree to the following:

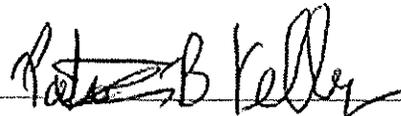
1. The Town and the Union have agreed upon the E.M.S. Officer job duties and rate of pay.
2. Any reference to the “E.M.S. Coordinator” in the 2017-2020 CBA should be replaced with “E.M.S. Officer.”
3. Lt. Desrosiers will be appointed as the E.M.S. Officer.
4. Nothing in this agreement prevents the Town from promoting Desrosiers to a Captain, per Civil Service regulations, at any time.

Agreed to on the date indicated below by:

The Town of Mansfield

Mansfield Permanent Firefighters Local 1820,  
International Association of Firefighters

  
\_\_\_\_\_

  
\_\_\_\_\_

(Date) 4/13/2018

(Date) 4/13/2018

**Job Description**  
**Emergency Medical Service Officer**

**I. POSITION SUMMARY**

Under the supervision of the Fire Chief and performing at the rank of Lieutenant, the Emergency Medical Service Officer is responsible for the coordination and administration of a comprehensive Emergency Medical Service program that will meet the needs of the Fire Department, including the supervision of all EMS personnel.

**II. Duties and Responsibilities**

1. Possesses EMS authority as delegated by the Fire Chief on the fire, rescue scene or any other situation(s) deemed necessary.
2. In charge of the EMS under the authority of the Fire Chief as provided by law. Prepares and submits recommendations, revisions and other changes that would improve the conduct and efficiency of the Mansfield Fire Department EMS Division.
3. Responsible for ordering supplies and maintaining equipment necessary for the ambulances, including forms and reports.
4. Conducts and/or arranges training of all Emergency Medical Service Personnel for the department. Maintains the necessary records for the certification and re-certification of all EMS personnel, including First Responders, EMT's and Paramedics. Oversees and coordinates the departmental QA/AI program.
5. Coordinates the annual inspection of ambulances and the renewal of medical control agreements, drug licenses, ambulance licenses and other documentation as required by OEMS and the Department of Public Health.
6. Maintains statistics on emergency care incidents and operations, as designated by the Fire Chief. Serves as the liaison with the ambulance billing company ensuring timely electronic transmittal of complete and accurate patient care reports.
7. Communicates information regarding EMS to Department personnel and the public.
8. Assists in disaster planning and training in EMS with other agencies and governmental entities, i.e. Police, VNA, MEMA, REPC, etc.
9. Maintains relationship and coordination with hospital and medical staff thereof, i.e. Norwood, Sturdy, Good Samaritan, RI, etc., i.e. Region IV and V.
10. To the Chief's satisfaction, maintains professional competence and knowledge by completing pertinent courses, studies, re-certification etc.
11. Augments suppression crews during emergency response or emergency situations. but is not responsible for the day to day activities of Fire Suppression crews and will not be used to fill vacancies in the four designated duty groups.
12. Responsible for compliance with all Federal HIPPA requirements and training programs.
13. Responsible for all the infectious control programs within the Mansfield Fire Department.

**III. Qualifications**

1. Must be a member of the Mansfield Fire Department with a minimum of five (5) years EMS experience.
2. At a minimum, must hold EMT/Paramedic certification and have passed the Lieutenant exam.
3. Familiar with all phases of EMS and must be familiar with computer operations such as Word, Excel, PowerPoint, Access, and Outlook.
4. Working knowledge of office practices, principles and procedures.

IV. Pay Scale and Hours

1. The EMS Officer shall work an average of forty-two (42) hours per week. The regular hours shall be 7:00 A.M. to 5:30 P.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.
2. Any hours in addition to the above forty-two (42) hours involving EMS Officer duties shall be compensated in compensatory time off. Such compensatory time off shall be a minimum of two (2) hours. The Chief or his/her designated representative shall maintain a record of all compensatory time accrued, and of the above off-duty responses.
3. Benefits and wages shall be determined per the current International Association of Firefighters Local 1820 contract.
4. The pay scale for the EMS Officer will be equal to the Staff Captain Salary (42 hour work week)