COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF HAMILTON

AND

THE HAMILTON FIREFIGHTERS LOCAL 3250
for
International Association Fire Fighters

July 01, 2013 - JUNE 30, 2016

PREAMBLE

This is an agreement effective on the date of execution by and between the Town of Hamilton, a municipal corporation located in Essex County, Massachusetts (herein called the "Town"), and the Hamilton Firefighters Local 3250, (herein called the "Local 3250" of the International Association Fire Fighters).

ARTICLE 1. RECOGNITION OF BARGAINING UNIT

The Town of Hamilton by its Board of Selectmen ("Employer" or "Town) recognizes Local #3250, I.A.F.F. ("Union") as the exclusive bargaining representative for the employee(s) of the Fire Department who are defined as regular full-time fire fighters (hereinafter referred to as "employee(s)") of the Fire Department of the Town but excluding the Fire Chief, part-time employee(s), office and clerical employee(s), auxiliaries, call fire fighters and all other employee(s) of the Town.

ARTICLE 2. MANAGEMENT RIGHTS

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire, suspend, demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Town Manager, Fire Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Fire Department and its Employees.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;

- to determine the organization of the Department, the number of employees, the work functions, and the technology to perform them;
- to determine the number, type, and grade of positions and assignment of employees to an organizational unit, work project, or to any location, task, vehicle, building,

station or facility;

- to determine the methods, means and personnel by which the Department's operations are to be carried;

- to manage and direct employees of the Department;

- to hire, promote and assign employees and develop policies relative thereto;

- to transfer, temporarily reassign, or detail employees to other shifts or other duties Employees are readily available or to provide short term relief for Employees, such as lunch or break periods;

- to determine the equipment to be used and the uniforms to be worn in the performance of duty;

- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;

- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;

- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

- to enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate; provided, however, that the Fire Chief provides the Union with a copy of any new rules and, if the Union requests, bargaining over any changes in working conditions;

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee'

training and ability, regardless of whether the exact duty is listed in a written job description.

The listing of management rights does not eliminate the Town's obligation to appropriately bargain the decision to make changes in wages, hours, and other working conditions and/or the impacts of these changes as required by law.

Nothing in this Article will prevent the association from filing a grievance concerning a violation of a specific provision of this agreement. However, where no specific provision of the agreement limits its ability to act, Management may exercise its rights under this article without having such actions being subject to the grievance procedure.

Notwithstanding the foregoing, all conflicts between the provisions of this article and the provisions of other articles in the agreement will be resolved in the favor of such other articles.

ARTICLE 3. DRUG TESTING

Section 1. Probationary Employees. Employees may be tested during the probationary period at such times as may be determined by the Fire Chief.

Section 2. Absence from Duty. An employee who is absent from duty for more than twenty (20) continuous calendar days (not including vacation days) or thirty (30) calendar days in any one (1) year period on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to duty or at any time within the first month after his return to active duty.

Section 3. Serious Incidents. An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

Section 4. Career Assignments. An employee may be tested as a condition of promotion and then annually thereafter while he holds the position.

Section 5. Reasonable Suspicion. An employee may be tested after a determination by the Fire Chief that there is reasonable suspicion to test the employee.

Section 6. Random Testing. An employee may be tested at random for drug use, but not more often than two (2) times per calendar year.

Employees will execute a form acknowledging receipt of a copy of this drug testing article and agreeing to be bound thereby.

Section 7. Procedures

1. Hair samples, urine samples, or blood samples as specified by the Fire Chief will be taken from an employee or a prospective employee according to directions provided by the testing facility.

2. The certified laboratory selected to conduct the analysis must be experienced and capable of quality controls documentation, and chain of custody and must possess technical expertise and demonstrated proficiency in radioimmunoassay testing.

3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.

4. Test results will be made available upon request to the employee after they are made known to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. Hair samples will be taken by an individual designated by the Fire Chief. For urine and/or blood sampling, the employee will be accompanied by an officer from the department assigned to supervise the taking of the sample to a collection facility. The employee will be assigned test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify appropriate documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station or other convenient location.

7. The Fire Chief will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing. The testing shall consist of an initial screening test, and, if that was positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

Section 8. Prohibited Conduct:

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy. Improper use of prescription medicine.

Section 9. Impairment by Prescription Medicine. An employee shall notify the Fire Chief when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the fire chief of the known side effects of such medication and the prescribed period of use. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

Section 10, Zero Tolerance Policy. Violations of this policy (see Section 8) will not be tolerated on or off duty and will subject employees to discipline up to and including discharge.

ARTICLE 4. NO-STRIKE CLAUSE

Section 1. No employee(s) covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The
Local 3250 agrees that neither it, nor any of its employee(s) or agents, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee(s) or group of employee(s) covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Local 3250 shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Local 3250 shall take all reasonable means, including a public written statement, to induce such employee(s) or group of employee(s) to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. Violation. Any violation of this Article by an employee or employees shall constitute cause for discipline. No negotiations shall take place while a strike is in progress.

ARTICLE 5. STABILITY OF AGREEMENT

The failure of the Town or of the Local 3250 to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or of the Local 3250 to future performance of any such term or provision, and the obligations of the Local 3250 and the Town to such future performance shall continue in full force and effect.

ARTICLE 6. UNION DUES and AGENCY

The Town agrees to deduct from the wages of any bargaining member who so authorizes in writing, union dues on each payroll cycle and to transmit such dues to an account designated by the Union. The amount to be deducted is equivalent to the exact amount adjusted quarterly per week from the employee(s)'s base pay.

The Town agrees that all union deductions will be taken out of member's checks for each payroll cycle and payments will be issued to the local Topsfield 3250 Chapter on a monthly schedule.

The Union will indemnify, defend and hold the Town harmless (including, but not limited to legal fees) against any and all claims made, and against any suit instituted against the Town, on account of any check off of Union dues. The indemnification does not apply to instances where the Town does not fulfill its obligations under this article.

The Union agrees to refund to the Town any amount paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

The union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting, and in accordance with M.G.L. Chapter 150E and 456 CMR 17.00.

ARTICLE 7. APPOINTMENT and PROBATION

Section A: The first twelve (12) months of initial employment shall be considered a probationary period. During this period, an employee(s) may be discharged or disciplined, without reference to the grievance and arbitration procedures of this Agreement.

Section B: The probationary period may be extended until the successful completion of the Massachusetts Firefighter Certification I and II or, by agreement with the individual involved, for an additional period of up to one year if the town finds that person's performance unsatisfactory or other are other extenuating circumstances warranting such extension.

ARTICLE 8. TRAINING

All Firefighters after appointment will attend and pass the Massachusetts full-time fire academy recruit course. If and as required by the Fair Labor Standards Act, Firefighters will be paid their regular pay as specified for "probationary firefighters" on the attached Wage and Salary schedule, plus any required overtime, , but not including travel time.

All special schooling assigned by the Fire Department, outside an employee(s)'s regular work hours shall be paid at the employee(s)'s overtime hourly rate of pay. The total required hours, training and attendance requirement, will be at the discretion of the Fire Chief.

All expenses and overtime for any certification and or license required by the town will be the town's responsibility.

ARTICLE 9. SENIORITY

Section 1: The Fire Chief shall establish an updated employee(s) seniority list as of January 1 of each year, and it shall be promptly posted thereafter on the station bulletin board. Any objections to the seniority list as posted shall be made to the Fire Chief within ten (10) days of the posting or it shall stand as posted.

Section 2: Recall in each classification shall be in the reverse order of layoff. A six-month period of recall eligibility shall apply to laid-off Firefighters. It is the responsibility of the laid off employee(s) to inform and update, as appropriate, the Chief of their current address, whether before or after a lay off from Town service.

ARTICLE 10. HOURS OF WORK

The regular work week currently consists of four, ten hour days, ranging between 6 am and 5 pm, each employee having off one extra day per week excluding Saturday and Sunday. The Town and Union shall come to a mutual agreement should a change in the schedule or work hours be needed.

ARTICLE 11. COMPENSATION AND WAGES

Subject to Town Meeting approval, the wage rates set forth in Appendix A hereto are effective July 1, 2013.

Firefighters maintaining their EMT Certification shall receive a $100 stipend each pay period. Firefighters shall provide proof of a valid EMT certification card to the Fire Chief covering the preceding 12 month period by April 1st of each year.

ARTICLE 12. TONED CALLS FOR SERVICE

Section 1. A firefighter responding to a toned call when off regular duty and between the hours of 11 pm and 7 am will be compensated for his/her time at a minimum of two (2) hours pay per call. Toned medical calls will be paid at a minimum two (2) hours when responding off-duty. A firefighter responding to a toned call within one hours of the start of a regular shift will be compensated for a minimum of one (1) hour pay per call.

Section 2. From the time the toned call is transmitted until said firefighter is released by the Officer in Charge they will be covered under MGL 111F

ARTICLE 13. OVERTIME and COMPENSATORY TIME

Section 1. Scheduling of Overtime as the needs of the service require, employee(s) may be

required to perform overtime work. Employee(s) shall be given reasonable notice of any overtime work. A reasonable effort will be made to see that scheduled overtime is distributed to all employee(s) on an equitable and fair basis. No mathematical calculations will be used to refute such efforts at reasonableness.
Section 2. Overtime will be implemented anytime a member exceeds the FLSA threshold number of duty hours in a work period.
Section 3. Overtime service shall not include a change in the schedule of an employee(s) who is shifted from one tour of duty to another tour of duty for the purpose of in-service training or courses or attendance at a Fire Academy; nor a swapped tour(s) of duty between individual employee(s) by their mutual agreement, but only if with the advance approval of the Fire Chief which need not be granted.

Section 4. Compensation for Overtime Service

1. An employee(s) who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, one-and-one-half of his straight-time hourly base rate for each hour or portion thereof of overtime service.

2. Employee(s) may at their option, but shall not be required to, accept compensatory time off in lieu of monetary compensation for overtime service. Such compensatory time off shall be at the rate of one-and-one-half hours for each hour of overtime service. The accrued compensatory time balance will not have an expiration date; however, the town may, at any time, "buy back" part or all of an employee's accrued compensatory time.

3. Compensatory time can only be used by prior approval by the Fire Chief. The Chief may set limits, from time to time, on the amount of accrued compensatory time allowed. This need not be identical for all employees.

4. The Fire Chief need not grant a request to use accrued compensatory time if it would result in increased cost, such as calling in a person at overtime. If an overtime replacement is necessary for an employee(s) to utilize their compensatory time the employee may attempt to contact and find a willing Call Firefighter.

5. Any employee(s) retained on duty by the Town at the expiration of his regularly scheduled tour of duty, or any employee(s) who is called to work before his regularly scheduled shift and continues to work through his regularly scheduled tour of duty, shall be paid one and one-half times his basic rate of pay for his actual overtime hours worked, with a minimum of 1 hour pay.

ARTICLE 14. HOLIDAYS

Section A. The Town recognizes the following holidays, which in each instance, shall be the day determined as the legal holiday:

New Year's Day	President's Day	Independence Day
Labor Day	Veterans' Day	Thanksgiving Day
Martin Luther King Day	Patriot's Day	Day after Thanksgiving
Columbus Day	Memorial Day	Christmas Day

ARTICLE 15. PAID TIME OFF

Section 1. Vacation time

1. An employee(s) vacation time will accrue on a monthly basis. The amount of the accrual will be determined based on an employee(s)'s length of service. All accruals are based on fiscal year.

2. The length of service for each employee(s) determines the number of vacation days and the accrual schedule for that employee(s).

a) The first six months of service	0 Hrs
b) The six month through one year of Service	40 Hrs
c) The second through the fifth year of service	80 Hrs
d) The sixth through the tenth years	120 Hrs
e) The eleventh through the fifteenth years of service	160 Hrs
f) Starting with the sixteenth year of service 8 hours of vacation will be added each year of service up to and including the nineteenth year	
g) In the twentieth year of service	200 Hrs

Within this framework, an employee(s) will be eligible for their first week of vacation after successful completion of six months of employment. An employee(s)'s first fiscal year vacation will be prorated.

3. Employee(s) shall receive a regular week's compensation for each pay period of vacation.

4. Vacations must be taken at a designated time by the Fire Chief. Once an employee has worked continuously for the Fire department for at least 10 years, up to 40 hours of vacation may be carried over into the next fiscal year with recommendation of the Fire Chief and approval of the Town Manager. In all instances, the decision of the Town Manager is final and is not subject to the grievance and arbitration process.

5. Any employee(s) whose employment is terminated by dismissal, resignation, retirement, and death shall be paid for any earned but unused vacation. An employee(s) who resigns or otherwise voluntarily terminates employment, shall give the Town at least two (2) weeks notice and, failing to do so, shall not be entitled or eligible to receive terminal vacation pay as herein provided.

Section 2. Personal Time

Each employee(s) shall receive three (3) personal leave days annually. The scheduling of leave days shall be at the sole discretion of each employee(s), provided at least forty-eight 48 hours notice is given to the Fire Chief. If less than forty-eight 48 hours notice is given to the Fire Chief, the personal leave day request shall be subject to the approval of the Chief for the particular day requested.

Section 3. Military Leave

An employee(s) who is called for temporary military duty shall receive their regular pay for a period up to seventeen (17) calendar days of such duty. Pursuant to
Massachusetts General Laws, Chapter 33, Section 59, their vacation allowance shall not be affected by such duty.

Section 4. Bereavement Leave

Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren).

Employees shall be entitled to three (3) days bereavement leave with pay for absence due to each death of other "immediate family". "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, and a relative living in the employee's household.

Section E. Jury Duty

An employee required to perform jury service shall be allowed to leave work, and, to the extent provided by applicable law or regulation, shall receive his/her regular pay for the time performing such jury duty. Any amounts received in compensation for service as a juror shall be returned in full to the Town upon receipt of same by the employee(s).

ARTICLE 16. SICK LEAVE

Section 1. Each employee(s) shall be entitled to one-and-one-quarter (1 1/4) days per month, 15 days per year, of Sick Leave with a maximum of 150 hours accumulation, retroactive from the date of his employment after successful completion of their first year of service as a full-time Firefighter. Sick Leave is for the protection of employees against loss of pay due to illness, and the Fire Chief may, in his discretion, require medical certification of any illness. Employees may utilize up to five (5) days sick leave annually to care for an ill spouse, partner, or child.

Section 2. An employee upon retirement shall be entitled to payment for accumulated sick leave at the rate of one day of pay at the straight time rate for each four days of accumulated sick leave. In the case of retirement to qualify for this section, notice of intent to retire shall be given to the department head before January 1 of the fiscal year preceding the anticipated date

of retirement. If notice is not given as described above, payment will be made in the following fiscal year

ARTICLE 17. LEAVES OF ABSENCE

Leaves of absence may but need not be granted without paid compensation by the Fire Chief with the approval of the Town Manager.

ARTICLE 18. EXTRA PAID DETAILS

Section 1. In all instances where the detail is to be paid by a governmental body (excluding the Town of Hamilton), or by an outside individual, group, corporation or organization, there may be a Fire officer required subject to the discretion of the Fire Chief. Effective on execution of this Agreement, employee(s) working such details shall be compensated at the rate of $45 per hour for a firefighter and $55 per hour for an officer, with a four (4) hour minimum with overtime for Holidays and anything exceeding ten (10) hours on any given day. Town details will be paid at the employee's over time rate of pay. Town Details will be paid at the rate of his/her normal rate of pay multiplied by one0and one-half.

All extra paid details shall be assigned by the Fire Chief on an equitable basis using the Departmental Standard Operating Guidelines and Procedures. Employees covered under this contract shall have the right of first refusal.

Section 2. Details shall be paid to employee(s) in the next payroll cycle following the collections of the billed invoice.

Section 3. Subject to terms and conditions mutually agreeable to the Fire Chief and Bargaining Unit, firefighters assigned to a non-town paid detail, who have been assigned the detail for a minimum of 24 hours, shall receive a 24 hour advance notice of cancellation.

Assigned officers who do not receive a 24 hour cancelation notice shall be compensated four (4) hours at the current detail rate. This provision only applies to Hamilton firefighters and is not applicable to firefighters working so called "Out of Town" details.

ARTICLE 19. BOOTS AND CLOTHING ALLOWANCE

Section 1. Uniforms and Boots are the sole ownership of the Town of Hamilton and are purchased with prior approval of the Fire Chief or his designee. A complete set will be returned upon termination of employment or retirement. The ordering and payment of bills for the prescribed uniforms will be made with a maximum annual allocation of $800.00 per employee. A new employee, in lieu of the annual allocation provided, will receive an initial allowance of $1200.00.

Section 2. Any equipment or clothing that is lost or damaged while the employee is acting in the line of duty, and without any negligence on the employee's part, shall be replaced at the Town's expense and will not be charged against an individual employee's clothing allowance.

ARTICLE 20. General Meeting

The Town reserves the right to call a general meeting of all Fire employee(s) up to four times a year, without additional compensation, for the purposes of discussing matters of interest or improving the communications and professional status of the Department. Not to exceed three hours per meeting.

ARTICLE 21. DISCIPLINE AND DISCHARGE

Except for the probationary period set forth in Article 7, no employee(s) may be discharged, suspended, demoted or disciplined except for just cause. Discipline only applies to situations where an employee will have his or her compensation suspended. This article shall be subject to the grievance procedure.

ARTICLE 22. GRIEVANCE PROCEDURE

Section 1. The purpose of the Grievance Procedure shall be to settle employee grievance on as low a level as possible, so as to insure efficiency and employee morale. An aggrieved employee may have an Union representative and/or attorney present at, and participating in, any level of the Grievance Procedure.

An employee's grievance arising out of a claim of an alleged violation of the terms of this Agreement shall be adjusted in accordance with the following procedure. The grievance procedure shall be confidential at all times.

Step 1. Grievances shall be first presented orally by the employee, with or without his Union representative and/or his attorney to the Fire Chief, and an earnest effort shall be made to adjust the grievance in an informal manner.

Step 2. If the grievance is not resolved in Step 1, it shall be presented, in writing, by the Union and presented to the Fire Chief within fifteen (15) days of the alleged violation or knowledge thereof. The Fire Chief shall meet with the Grievance Committee within seventy-two (72) hours after the presentation.

Step 3. If the grievance is not resolved in Step 2, the Grievance Committee shall refer the complaint to the Town Manager within five (5) days from the receipt of the Step 2 answer, exclusive of Saturdays, Sundays, and Holidays. The Town Manager shall meet with the Grievance Committee within fourteen (14) days to discuss the grievance, and will answer the grievance in writing within seventy-two (72) hours after the meeting ends.

Step 4. If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be submitted within fourteen (14) days to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings. However, each party shall be responsible for

compensating his own representatives and witnesses. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitration, unless the parties agree to modify the scope of the hearing. The award of an Arbitrator shall be final and binding upon the parties covered in this Agreement, provided that no Arbitrator shall have any authority or jurisdiction to add to, detract from, in any way alter the provisions of this Agreement.

Section 2. Grievances shall be presented, in writing through all the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

Section 3. Any of the time limits outlined in this Agreement may be changed at any time by mutual agreement of the parties.

Section 4. Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

Section 5. The Union shall be entitled to submit grievances which affect the entire Union in the name of the Union in the same manner as provided herein initially by at least one employee.

Section 6. Any incident which occurred or failed to occur prior to the signing of this Agreement shall not be the subject of any grievance procedure under this contract. However, any employee may pursue any remedy that he was entitled to prior to the signing of this Agreement.

ARTICLE 23. FEDERAL AND STATE LAWS

In the event any Federal Law or State Law not superseded by the contract pursuant to General Laws, Chapter 150E, Section 7, conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE 24. OUTSIDE EMPLOYMENT

Firefighters may work while on injury leave provided however that the nature of the outside employment is not inconsistent with or will not prolong or hinder recovery. The Fire Chief may require written confirmation from a physician to that effect.

ARTICLE 25. DEPARTMENTAL RULES AND REGULATIONS

The Fire Chief will provide a copy of the departments Standard Operating Guidelines and Procedures, as he amends them from time to time, for reference and educational purposes. They are not intended to be all-inclusive, nor limiting to the functions to be performed, but

rather should serve as guidelines for performance, discipline and operations of the Department.

ARTICLE 26. EMPLOYMENT RECORD

Each employee(s) shall have reasonable access to his Personal File. The employee shall be given an opportunity to refute any derogatory statement in writing. If the derogatory statement is placed in an employee(s)'s file, his written refutation, if any, shall accompany it.

The contents of the Personal File shall be confidential at all times to the extent required by law. Official commendations shall be placed in the File.

In accordance with MGL Section41 111F, Bargaining Unit members injured in the line of duty would be covered by the statute. Any dispute regarding the application of the provisions of 111F must be brought before a court of appropriate jurisdiction and is not subject to the grievance process.

ARTICLE 27. SAVINGS CLAUSE

If any provisions of this Agreement or the application of such provisions should be rendered or declared to be invalid by any court judgment or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 28. TERM OF AGREEMENT

Section 1. This Agreement shall be effective July 1, 2013. This Agreement shall remain in full force and effective until 11:59 P.M. on June 30, 2016. On or after October 1, 2015, either party may submit its proposals for a new Agreement to be effective on the termination of the existing Agreement or the parties shall proceed forthwith to bargain collectively with respect thereto.

Section 2. If a successor Agreement has not been executed on or before June 30, 2016, this Agreement shall continue in full force and effect until a successor Agreement is executed.

APPENDIX A

2014 Upon completion of years of service	Grade Variance	I	II	III	IV	V	VI	VII
		0	1 yrs.	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs
Step Variance			4%	4%	4%	4%	4%	4%
FF/EMT		20.19	21.00	21.84	22.71	23.62	24.56	25.54
FF/EMT/Inspector	117%	23.62	24.57	25.55	26.57	27.63	28.74	29.89

2015 Upon completion of years of service	Grade Variance	I	II	III	IV	V	VI	VII
		0	1 yrs.	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs
COLA and Step Variance	1.02		4%	4%	4%	4%	4%	4%
FF/EMT		20.59	21.41	22.27	23.16	24.09	25.05	26.05
FF/EMT/Inspector	117%	24.09	25.05	26.05	27.09	28.17	29.30	30.47

2016 Upon completion of years of service	Grade Variance	I	II	III	IV	V	VI	VII
		0	1 yrs.	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs
COLA and Step Variance	1.02		4%	4%	4%	4%	4%	4%
FF/EMT		21.00	21.84	22.71	23.62	24.56	25.54	26.56
FF/EMT/Inspector	117%	24.57	25.55	26.57	27.63	28.74	29.89	31.09