

**AGREEMENT BETWEEN**  
**TOWN OF WILMINGTON**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**  
**UNION LOCAL #1370**

**EFFECTIVE JULY 1, 2018**

**EXPIRING JUNE 30, 2021**



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## AGREEMENT

This Agreement entered into by the Town of Wilmington, hereinafter referred to as the Town or Employer, and Wilmington Fire Fighters Local No. 1370, I.A.F.F., AFL-CIO, CLC, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. This Agreement is made pursuant to and subject to the terms of Chapter 150E of the Massachusetts General Laws, as the same may be amended from time to time.

### ARTICLE 1

#### RECOGNITION

Section 1: The employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all employees of the Fire Department, excluding the Fire Chief and/or civilian personnel.

Section 2: The employer agrees that it will refrain (1) from interfering with, restraining or coercing employees in the exercise of their right to self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) from dominating or interfering with the formation, existence or administration of any employee organization or (3) from discharging or otherwise discriminating against an employee because he has signed or filed any affidavit, petition or complaint or given any information or testimony in a hearing for the State Labor Relations Commission on a charge that the Town has engaged or is engaging in a practice prohibited by Section 10(a) of Chapter 150E.

Section 3: The Union shall be responsible for representing the interest of all such employees without discrimination and without regard to the membership of employees in the Union and the Union agrees to refrain from engaging in the prohibited practices set forth in Massachusetts General Laws Chapter 150E, Section 10(b).

Section 4: The Town will provide the Executive Board of the bargaining unit with an electronic copy of the integrated agreement.

Section 5: Personnel Regulations: It is recognized by the Union that there exists a manual entitled, "Personnel Regulations for the Town of Wilmington", which constitutes the official declaration of personnel policies, and is incorporated herein by reference. The Board of Selectmen and the Town Manager reserve the right to amend the Personnel Regulations without derogating from the purpose or intent of this Agreement.

### ARTICLE 2

#### MANAGEMENT CLAUSE

Section 1: Except insofar as modified by this Agreement, the management and control of the Wilmington Fire Department employees employed therein, shall remain the sole right, responsibility and prerogative of the Town and/or Town Manager.

Section 2: The management of the work of the Town, the direction of the work and the right to plan and control Town operations and make and enforce reasonable work rules are reserved exclusively in the Town and the Wilmington Town Manager Act provided that the exercise of such rights will not be inconsistent with the terms of this Agreement or Chapter 150E of the General Laws.

Section 3: Those rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

Section 4: No action taken by the Town pursuant to its governmental powers shall be subject to the grievance provisions of this Agreement other than as specifically provided for herein.

Section 5: 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, that this Contract does not purport to spell out the job responsibilities and obligations of the employees covered by this Contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described or outlined in this Contract, that the employees cannot contend that they are not required to perform obligations not outlined in this Contract and that the failure or omission of the parties to outline or delineate in this Contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

Section 6: There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities, and no employees shall participate in any such activities.

Section 7: There shall be no discrimination, restraint, or coercion against any employee because of membership or non-membership in the Union.

### **ARTICLE 3**

#### **UNION REPRESENTATIVES**

Section 1: A written list of Union Stewards and Union representatives shall be furnished to the Town immediately upon their designation or election. Notice shall be given in writing of any change in the list as soon as the change takes place.

Section 2: Activities of employees in connection with the investigation and disposition of employee grievances, whether Union officials or not, must take place outside regular working hours unless the nature of the grievance requires that it be investigated or settled during the working day and the administration grants time off for said purposes, or unless the administration, for any reason of its own, authorizes use of the working day for said purposes.

### **ARTICLE 4**

#### **LABOR-MANAGEMENT MEETINGS**

Section 1: The Union shall designate a standing committee of two employees which may meet with the Town Manager and any one or more department heads from time to time, but not more frequently than one every other month at 4:00 p.m. in the afternoon for the purpose of discussing general labor-management matters coming with, or out of, the scope of this Agreement. A request for such meeting shall be given in writing by either party at least ten days ahead of the day of the meeting. The party requesting the meeting shall submit to the other party in such request an agenda of matters to be discussed. The Town Manager shall notify the department head of the employees on such standing committee of the date and time of such meeting. The employees who are members of such standing committee shall receive their regular pay for one-half hour from 4:00 p.m. to 4:30 p.m. of any such meeting. The balance of the time spent in any such meeting by such employees shall be without pay from the Town.

Section 2: Employees shall not attend Union meetings or engage in Union activities, except as permitted above in Section 1, during their scheduled hours, and except as provided in Section 3 of this Article 4.

Section 3: Ten person-day's leave per year without loss of pay will be provided for fire fighters action on Union business as authorized by the Union President or his designee. Forty-eight (48) hours advance notice, in writing, will be given to the Chief. The Chief's manning policy will not require fill-in.

Section 4: The Fire Chief will be available to meet with a sub-committee of the Union upon request, at reasonable times, to discuss the filling of permanent job assignments.

## **ARTICLE 5**

### **SAFETY COMMITTEE**

A Safety Committee composed of two representatives of the Union and two supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices and draw up a safety code or safety rules. Any code so proposed may be submitted to the Town Manager for adoption and promulgation as a personnel or administrative regulation. Alternatively, the code may be submitted by either the Town or the Union, for negotiation and for possible incorporation as an article of this Contract. Nothing herein shall be deemed to prevent the Town from adopting and promulgating its own safety code or rules.

## **ARTICLE 6**

### **UNION DUES**

Section 1: Employees who desire membership in the Union shall tender the initiation fee, if any, and monthly membership dues, if any, by signing the Authorization of Dues form. During the life of the Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the employer agrees to deduct Union membership dues (on the fourth or last pay day of each month), levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such forms and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made on the 10th day of the succeeding month.

Section 2: Dues will be deducted provided that there is an approved bond furnished to the Town Treasurer in accordance with M.G.L., Chapter 180, Section 17A.

Section 3: Any Agency Service Fee in accordance with the Provisions of M.G.L., Chapter 180, Section 17G and Chapter 150E, Section 12 shall be in effect for this bargaining unit after acceptance by the Board of Selectmen.

The provisions of M.G.L., Chapter 180, Section 17G and 150E, Section 12 which commenced as of July 1, 1974 will continue in full force and effect as of July 1, 1976 and all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For new employees such payment shall commence thirty-one (31) days following the date of their employment.

UNION DUES AND INITIATION FEES  
AUTHORIZATION FOR PAYROLL DEDUCTION, TOWN OF WILMINGTON

BY \_\_\_\_\_  
Last Name First Name Middle Name

TO \_\_\_\_\_  
Employer Department

EFFECTIVE \_\_\_\_\_  
Date

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union. The amount per month is \$\_\_\_\_\_.

This authorization shall be valid for the period of one year from the date hereof or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed and valid for successive similar periods of one year, unless written order or revocation is given by me to you and to the Union 60 days prior to the expiration or the anniversary of the signing of this card or the termination of this Agreement (whichever comes first).

Signed \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_



**ARTICLE 7**

**DUTIES, WORKING OUT OF GRADE, ETC.**

Section 1: The duties of the members of the Fire Department shall be those as established by the Fire Chief and Town Manager.

Section 2: Work out of grade: Members of the Fire Department, through the rank of Lieutenant, who are ordered to service temporarily in a higher rank shall be compensated at the rate established for the next higher rank, provided such service is a normal one (1) day or night tour of duty. For the purposes of this Section, the words "tour of duty" shall mean a ten (10) hour day tour or a fourteen hour night tour.

Section 3: Weekly attendance reports will be kept pursuant to the Personnel Regulations of Wilmington.

Section 4: Substitutions: With the approval of the Chief of the Department, uniformed members of the Department shall be permitted to substitute or exchange time with employees of equal rank and equal qualifications within the Department. Officers may be permitted to substitute with Officers. In the absence of the Chief or Deputy Chief, substitution shall be approved by the duty officer. An individual fire fighter is limited to not more than seventy-two (72) hours of substitution time per year. All substitutions must be requested seventy-two (72) hours in advance and the substitution must be "paid back" within ninety (90) days, unless an extension is approved by the Fire Chief or his designee. Employees agree that they will be required to "pay back" all substitutions prior to separation of employment or retirement. Any unpaid balance shall be withheld from the employee's final paycheck.

Section 5: A duty not directly associated with that of a fire fighter may be the subject of a grievance before said duty is performed.

**ARTICLE 8**

**LONGEVITY**

Section 1: Superimposed on the compensation plan is a longevity system promulgated on pages vi and vii of the 1966 budget, and voted by the 1966 Town Meeting. The compensation plan shows the longevity increments to be superimposed on the fiscal 2019, fiscal 2020 and fiscal 2021 (i.e., July 1, 2018 - June 30, 2019, July 1, 2019 - June 30, 2020 and July 1, 2020 - June 30, 2021) base pay grade.

Section 2: The date from which the employee was employed full time, continuous shall be the governing date.

Years of Service	Longevity (Added to Base)
5 Years	3%
10 Years	6%
15 Years	9%
20 Years	12%
25 Years	15%

**ARTICLE 9**

**COMPENSATION**

Section 1: Compensation Plan and Compensation Schedule

This Article deals with wages, work schedule, specialist pay, academic achievement pay. Although not specifically mentioned in this article, it is understood by the parties that compensation also includes numerous other items covered in other parts of this agreement or elsewhere such as longevity, holiday

pay, pension contribution, health and life insurance contribution, clothing allowance, military leave, personal leave, and other various provisions which have an economic advantage to the employee or cost to the Town.

A. This Agreement shall include, as Appendix "A" hereof, a Classification Plan listing all positions covered by this Agreement by title, together with a compensation schedule, also set forth in Appendix "A" hereof, setting forth the wages for each position covered by this Agreement.

B.

<b>Fiscal Year</b>	<b>Time Period</b>	<b>Base Wage Increase</b>
2019	July 1, 2018 – June 30, 2019	2.50%
2020	July 1, 2019 – June 30, 2020	2.75%
2021	July 1, 2020 – June 30, 2021	2.75%

C. EMT status is a condition of employment for all employees hired after July 1, 1981 or certified as an EMT on July 1, 1988, whichever is more inclusive.

All active EMT's shall be responsible for maintaining their own certification, without additional compensation, provided that classes be attended, at the Chief's discretion, while on duty. Effective July 1, 1995, the Town will make training available to all fire fighters on each shift in the following areas: EMT Refresher, First Responders, CPR Recertification, Defibrillator certification, quarterlies and recertification and EPI PEN certification specific to the responsibilities of a Wilmington fire fighter. The Town will pay license fees associated with the above.

D. All fire fighters shall be required, as a condition of employment, to be DE FIB and EPI PEN certified.

Section 2: Salary Adjustment Dates:

All employees shall advance to the next step in grade on the anniversary of his/her hiring date.

The salary adjustment dates are in accordance with and subject to Article 8, Section 2.

Section 3: New Appointments:

Original appointments will ordinarily be compensated at the first step of the salary range for the classification to which the appointment is made. The Town Manager may approve appointments at a rate above the minimum pay step for the salary range assigned a position when difficulties in recruitment are encountered or in the case of unusual circumstances. An employee must average 42 hours per week to be considered a full-time employee.

Section 4: Demotions:

When an employee is demoted to a position in a classification which is allocated to a lower salary range than the range for his present classification, he shall be paid as follows:

1. If his present rate of pay is the same pay step within the lower classification pay range, he shall be allocated to the same pay rate as he is presently receiving.
2. If his present rate of pay is higher than the maximum step in the lower classification, then he will be allocated to the maximum rate of pay of the lower classification.

Section 5: Reinstatement

A. When an employee is reinstated within one year of separation from service and is assigned to the same department and the same classification from which he was separated, he shall receive the same pay step in the pay range as he received at the time of separation.

- B. If the pay range has been lowered for the classification from which he was separated, then his pay will be adjusted to the nearest pay step equivalent to the pay rate he received at the time of separation; provided, however, that he shall not be allocated to a pay rate higher than the maximum rate for the classification to which he is assigned.
- C. When an employee is reinstated to the same classification but is assigned to a position in a department other than the one from which he was separated, then he may be assigned to a pay step within the salary range for that classification which is equal to or lower than the rate he received at the time of separation from service.

## ARTICLE 10

### EARLY RETIREMENT

Section 1: An early retirement benefit shall be paid to an employee who has completed at least fifteen (15) years of service and intends to file for regular retirement. An employee must give the Town a minimum of 12 months notice of retirement and such notice is irrevocable.

Section 2: The employee shall receive a 15% salary increase if retiring after age 50 but before age 62. This increment shall be added to base pay and be paid for his last 12 months of service. He must notify the Department in writing of his expected separation date on a form provided by the Town.

Section 3: Employees hired on or after July 1, 2006 are not eligible for the benefits described in Article 10.

This Article shall be effective October 1, 1988.

## ARTICLE 11

### JOB VACANCIES AND NEWLY CREATED POSITIONS, RESIDENCY REQUIREMENT, VACANCIES IN EMPLOYMENT, RESIGNATIONS, PROBATIONARY PERIOD AND PROMOTIONS

Section 1: The Town agrees to post a notice on the departmental bulletin board of any prospective job vacancy or newly created position in the Fire Department covered by this bargaining agreement, as soon as it has been determined to fill said vacancy or position. Such notice shall state a date not less than five days after such posting within which it will receive applications for such vacancy or position from eligible employees desiring to apply for such job. The provisions of Chapter 31 of the Massachusetts General Laws shall prevail when filling vacancies.

#### Section 2: Residence Requirements:

All employees are required to comply with residence requirements as established by Massachusetts General Law Chapter 31 Section 58. All employees are strongly encouraged to maintain a permanent and bona fide residence within the corporate limits of the Town of Wilmington; however, no employee may reside in a community more than ten (10) miles from the corporate limits of the Town of Wilmington. This Agreement shall include, as Appendix D, the list of communities that meet the requirements of this section.

#### Section 3: Resignations:

An employee resigning his position should, whenever possible, give sufficient advance notice of his intention to enable the Town to make proper provision for the filling of his position.

#### Section 4: Probationary Period:

In accordance with and subject to Massachusetts General Laws, Chapter 31, all appointments are subject to a probationary period of twelve (12) months, during which time the employee's performance is subject to close review as to his competency to carry out the assignments of the position. Permanent

status will be given to any employee who satisfactorily completes his probationary period in the position to which he was appointed, provided that his probationary period has not been extended.

Section 5: Promotions:

In accordance with and subject to Massachusetts General Laws, Chapter 31, the Town Manager shall apply the following standards in respect to promotions and the filling of job vacancies with the Town:

- A. Ability and qualifications, in the reasonable judgment of the Town Manager, to perform the available work;
- B. Length of continuous service (seniority); and
- C. Physical fitness for the job.

If, in the reasonable judgment of the Town Manager, the ability and qualifications of two or more persons are relatively equal, then length of continuous service shall be the determining factor. Promotion of employees to positions in any department shall be within the sole discretion of the Town and shall not be the subject of grievance.

**ARTICLE 12**

**HOURS OF WORK AND OVERTIME**

Section 1: The fire fighters' hours of work and workweek will be in accordance with Appendix C, made a part hereof and attached hereto.

The parties agree that a member of the bargaining unit may work more than twenty-four (24) consecutive hours, but not more than thirty-eight (38) consecutive hours, with permission of the Fire Chief or his designee. In the event of a declared emergency the Town Manager, or his designee, shall have the authority to override the thirty-eight (38) consecutive hour limitation.

In the event that average sick leave use per member, including family sick days, is greater than 72 hours in any calendar year, the Union agrees that the Town retains the right and may exercise the right to cancel the 24 hour work schedule herein described at any time following ninety (90) calendar days notice to the Union, unless the Union exercises its right to arbitration. In the event that the Union exercises such right, the change in shift shall not be implemented unless and until an arbitrator has ruled on the matter. Unless the arbitrator rules that the Town cannot exercise its right, the Town shall have the right to implement the change in shift not sooner than thirty (30) days following the date of the decision of the arbitrator.

Any long term disability or sick leave in excess of 72 consecutive hours shall be capped at 72 hours plus the hours of non-consecutive sick leave used during the calendar year for the purpose of calculating the average sick leave time used per member so long as the employee demonstrates that he has taken affirmative steps to obtain permission from his treating medical provider to return to work on restricted duty when medically fit and has made such a request of the fire chief.

Fire fighters not regularly assigned to fire suppression shall work four (4) consecutive 10 ½ hour days within every seven (7) day work period.

The implementation of the 24-hour shift shall be effective at 8:00 a.m. on Friday, January 9, 2004. The implementation of the 24-hour shift shall be in such a manner that results in no overtime for members of the bargaining unit upon conversion to the 24-hour shift.

Section 2: The overtime rate as authorized by Massachusetts General Laws, Chapter 48, Section 58D, and is computed as follows:

- A. A fire fighter's straight time rate is calculated by dividing the weekly rate by 42;
- B. A fire fighter's overtime rate is then calculated by multiplying the straight time rate by one and one-half.

Section 3: Employees shall not be required to take time off for any overtime, unless mutually agreed to by employer and employee.

Section 4: Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. When in case of emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the workload lessens.

Section 5: The employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative with the ranking officer of the division involved.

Section 6: Although overtime work will ordinarily be voluntary, employees shall recognize their responsibility to furnish overtime service when called upon to do so by the Town.

Section 7: Schools: Opportunity may arise from time to time for members of the Fire Department to attend certain schools pertaining to Fire Department and Fire Alarm duties. With the approval of the Town Manager and the Chief, any member desiring to attend such school may do so and will be detached from all Fire Department duties during such hours as they may attend school.

Section 8: A fire fighter injured on the job during any shift shall be paid for the full shift. A fire fighter injured during an overtime call-in will be paid overtime for the full overtime call-in.

Section 9: All hourly work in excess of 42 hours will be paid at overtime rate of pay.

Section 10: Minimum overtime will be four hours for outside extra details.

Section 11: Employees covered by this Agreement will be paid all overtime on a weekly basis.

Section 12: Contract provisions will be fulfilled within 90 days after Town Meeting if practicable.

Section 13: No fire fighter will be granted leave in lieu of a paid holiday.

Section 14: The Chief reserves the right to assign overtime to junior employees if there are insufficient volunteers from the overtime list.

Section 15: Whenever possible, the Chief will post scheduled overtime and the roster of assignments 48 hours in advance.

Section 16: The parties to this Agreement recognize that the Town may assign one or more employees performing duties related to fire fighting to a regular schedule outside of the standard crew assignment, for short-term training to impart specific knowledge of fire fighting, fire prevention and emergency medicine.

Section 17: Effective July 1, 1995, minimum overtime for fire fighters called back to duty shall be established at two hours. Fire fighters called back more than once during the initial two hour call back period shall be compensated for an additional call back if they are required to work in excess of the initial two hour period.

Section 18: Administrative Leave Schedule: A fire fighter placed on Administrative Leave shall be reassigned to a day schedule, Monday through Thursday, 7:00 a.m. to 5:30 p.m., for the duration of the Administrative Leave.

## **ARTICLE 13**

### **HOLIDAYS**

Section 1: The following shall be considered to be legal holidays:

- 1 January - New Year's Day
- 3rd Monday in January - Martin Luther King Day
- 3rd Monday in February - Washington's Birthday
- 3rd Monday in April - Patriots' Day

Last Monday in May - Memorial Day  
4 July - Independence Day  
1st Monday in September - Labor Day  
2nd Monday in October - Columbus Day  
11 November - Veteran's Day  
4th Thursday in November - Thanksgiving Day  
25 December - Christmas Day

and/or any other day that may be declared a holiday by the Governor of the Commonwealth or General Court or Federal Government.

Section 2: In order to qualify for holiday credit, an employee in full-time employment in a permanent position shall have worked on the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee was in full pay status on such preceding and following days in accordance with other provisions of this contract. Effective January 1, 1985, holiday pay shall equal one quarter (1/4) of a week's base pay for each holiday.

Section 3: Holiday checks, if and when due, will be separated from the regular weekly checks and paid, if possible, as follows:

Paid holidays from July 1 through November 30; namely those in July, September, October and November, shall be paid by first payroll period in December. Paid holidays from December 1 through June 30; namely those in December, January, February, April and May, shall be paid by June 22.

## ARTICLE 14

### VACATION

Section 1: In accordance with Massachusetts General Laws Chapter 41, Sections 111A and 111D, on January 1st in each year every regular full-time permanent member of the Fire Department in the bargaining unit who has been such for at least six (6) months shall become entitled to a vacation of not less than ninety-six (96) hours during such year, without loss of pay; provided that a member, who has not been such for a period of at least six (6) months on said January 1st, shall be entitled to such vacation upon the anniversary date of his appointment. Those members who have completed five (5) years of service will be entitled to a vacation of one hundred forty-four (144) hours. Those members who have completed ten (10) years of service will be entitled to a vacation of one hundred ninety-two (192) hours. Those members who have completed twenty (20) years of service shall be entitled to a vacation of two hundred forty (240) hours. Such vacation shall be granted at such time or times as in the opinion of the Town Manager and the Chief of the Department will cause the least interference with the performance of the regular work of the Department.

Section 2: Vacations will be scheduled for the convenience of the Town. The Chief of the Department will be responsible for maintaining a seniority listing which shall be used by him as a basis for the granting of vacations for employees during the most desirable periods. Vacations shall be scheduled by the Chief in weekly periods. Vacations for less than one week will be allowed only when it is necessary or for the convenience of the Town or at the discretion of the Chief. All vacation will be scheduled so as not to interfere with Department workloads and will not accumulate into the next calendar year, except in cases of unusual circumstances and with the written permission of the Town Manager. With the Chief's approval, vacation leave may be scheduled during the last two weeks of the calendar year, and the Chief may assign overtime to permanent fire fighters in accordance with Article 12, Section 14.

Section 3: Upon termination of employment by dismissal through no fault or delinquency on the employee's part, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 4: Absences on account of sickness in excess of those authorized or for personal reasons not provided for under the regulations of the Town, may, at the discretion of the Appointive Authority, be charged to Vacation Leave, such discretion shall not be arbitrarily or unreasonable exercised.

Section 5: For ninety-six (96) hours of vacation leave; a fire fighter may take ten (10) or fourteen (14) consecutive hours at a time provided that there shall not be more than two fire fighters absent for any other type of leave for any shift, or with the Chief's approval.

Section 6: The head of the department, with concurrence of the Town Manager, will determine the number of employees to be on vacation leave at any one time.

Section 7: Any fire fighter requesting the use of vacation time must notify the officer on duty by submission of a vacation request form at least sixty (60) hours prior to their scheduled shift assignment. The Fire Chief or his designee may grant vacation time with less than sixty (60) hours notice upon their determination that such leave shall not have a negative impact on the operation of the Department.

## **ARTICLE 15**

### **SICK LEAVE AND SICK LEAVE BANK**

Section 1: An employee who has completed six months of actual service shall be allowed seventy-two (72) hours leave with pay and thereafter, effective July 1, 2013, shall be allowed leave on fourteen (14) consecutive hours for each month of actual service, provided such leave is caused by sickness or injury or by exposure to a contagious disease. Fire fighters shall have their accumulated sick leave reduced by one hour for each working hour of approved absences due to illness. Any absence due to illness during the first six months of actual service shall be an absence without pay.

Section 2: An employee shall be credited with the unused portion of sick leave granted under Section 1 up to a maximum of 2160 hours. On-the-job injury will not be taken from sick leave.

Section 3: If the amount of sick leave credit provided hereunder and vacation provided under Article 14 has been or is about to be exhausted, an eligible employee, as defined in Article 15, Section 11A, may make application for additional sick leave from the sick leave bank as further defined in Article 15.

Section 4: An employee absent on account of illness or injury shall notify his supervisor as early as possible before the regular starting time of his work day on the first day of absence. The supervisor shall notify the Town Manager's office of an employee's absence by 10:00 a.m. on the first day of absence, and shall state the reason, except scheduled vacation time. Sick leave shall begin on the day notification of the illness is given by the employee, his family, or his physician.

Section 5: For absence under this section, the department head or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of illness and the expected duration. If such certificate is not filed after request therefor, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Department Head shall require such certificate at the end of one week of illness and subsequent certificates may be required at the discretion of the Town Manager. The Town shall only apply this section based upon individual circumstances.

Section 6: The Town Manager may require a medical examination of an employee who reports his/her inability to report for duty because of illness or injury. In addition, the Town Manager may require a medical examination of an employee who has been absent from work due to illness or injury to establish his/her fitness to return to duty. If requested, the employee shall provide an appropriate authorization to permit the release of his/her medical records related to the illness or injury. Examinations for either purpose shall be at the expense of the Town by a physician appointed by the Town Manager

Section 7: Injury, illness or disability intentionally self-imposed, or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this Section.

Section 8: Family Illness Days

An employee who has completed six (6) months of actual service shall be allowed to use up to forty-eight (48) hours of accrued sick time per year for time needed to care for a sick family member. Family member shall be restricted to parents, parents-in-law, spouse, children or a family member residing in the same household. The Town Manager, upon the request of the employee, may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness periods shall be charged against sick time and carries all the implications, requirements and responsibilities of a sick period except the nature of the illness need not be disclosed.

Section 9: The Town reserves the right to have its employees undergo a medical examination if, in the opinion of the Town Manager, Fire Chief or their designees, an employee may be incapable of performing his/her duties. Selection of the time, frequency, place, and doctor shall be at the discretion of the Town. Costs for said examination shall be borne by the Town.

Section 10: Payment of Unused Sick Leave on Retirement or Death

Upon retirement or death the employee or his beneficiary shall receive compensation for unused, accumulated sick leave up to: two thousand one hundred sixty (2160) hours at \$4.58 per hour for each hour of unused sick leave.

Section 11: Sick Leave Bank

- A. A sick leave bank is hereby established for use by eligible employees. An eligible employee is one who has used no more than 75% of sick leave accrued and accumulated to his credit at the commencement of the illness or injury for which a claim is made to the sick leave bank. An employee is re-eligible for sick leave bank entitlement provided he/she has used not more than 75% of sick leave accrued and accumulated at the accrual commencement point following completion of prior use of the sick leave bank.
- B. On July 1, 1976, and on each subsequent July 1, each person covered by this Agreement shall contribute twelve (12) hours of his annual sick leave in order to fund the bank. There shall be no accumulation of unused sick leave bank hours beyond each year (July 1 to June 30).
- C. The initial grant of sick leave to an eligible employee shall not exceed three hundred sixty (360) hours.
- D. Upon completion of the three hundred sixty (360) hours, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
- E. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable year.
- F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members. One (1) member shall be designated by the Union. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and the amount of leave:
  - 1. Adequate medical evidence of serious illness,
  - 2. Prior utilization of all eligible sick leave, and
  - 3. Length of service.
- G. If the Sick Leave Bank is exhausted during the year, it shall be renewed by the contribution of twelve (12) additional hours of sick leave by each person covered by this Agreement. Such additional hours will be deducted from annual hours of sick leave.
- H. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.



- I. If at the end of any fiscal year the Sick Leave Bank is not exhausted, the hours remaining therein shall be returned to the employees, proportionally based on the ration that each employee contributed to the Sick Leave Bank during that fiscal year.

Section 12: Sick Leave Buy Back

- A. An employee may buy back not more than fifty-two and one-half (52.5) hours in any one fiscal year. To qualify, the employee must have accrued a minimum of one hundred twelve (112) of the one hundred sixty-eight (168) sick leave hours. This will be at straight pay and accomplished during the month of September. A participating employee must have accumulated one thousand one hundred twenty (1,120) hours before he can participate in the fifty-two and one-half hour buy back plan. Buy back will be at the prevailing rate of pay. First buy back is September, 1989.

Prevailing Rate: The base rate in effect for the fire fighter at the time of the buy back, including their current longevity, shall be the "prevailing rate" for purposes of sick leave buy back.

**ARTICLE 16**

**BEREAVEMENT LEAVE**

Bereavement leave shall be granted to employees in the form of leave with pay consistent with the criteria established in sections A-D (below).

- A. In the event of the death of a spouse, child, stepchild, parent or any relative residing in the employee's household, the employee shall be granted forty-eight (48) working hours off regardless of day of death.
- B. In the event of the death of a stepparent, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or the parent of an employee's minor child, employees shall be granted four (4) calendar days off following the day of death.
- C. In the event of the death of an aunt or uncle, the employee shall be granted twelve consecutive hours off to attend the funeral. In addition, twelve consecutive hours per year may be granted by the Fire Chief to attend the funeral of a close friend or a relative not otherwise covered by this section.
- D. In cases where funeral arrangements are delayed or out of state, the employee shall be allowed to delay use of bereavement leave to coincide with funeral arrangements provided that such delay is necessary to accommodate the employee's attendance at the funeral.
- E. If the occasion for bereavement leave occurs during an employee's vacation, the employee may terminate such vacation and be allowed to utilize bereavement leave in accordance with sections A-D.
- F. The granting of bereavement leave for the death of individuals not otherwise covered in the above sections shall be subject to the recommendation of the Fire Chief and the approval of the Town Manager.

**ARTICLE 17**

**JURY PAY, COURT LEAVE & MISCELLANEOUS FRINGE BENEFITS**

Section 1: A leave of absence will be granted if any employee is called upon to serve on a jury, in which case, he will be paid the difference between any fees received while serving on the jury and his regular rate of pay.

Section 2: If an employee is summoned to appear in court as a witness for the Town, or for an incident occurring during working hours, he shall receive full compensation for any time lost, and shall return to the Town such fees as he may collect.

Section 3: Employees may be granted leave for the purpose of appearing in court as a defendant or litigant in their behalf, or in cases not involving the Town. Such leave, however, shall be granted without pay.

Section 4: The Town will continue to provide financial assistance for life, health and accident insurance pursuant to Chapter 32B of the Massachusetts General Laws and special sections of Chapter 32B which have been accepted at a Town Meeting. The town shall offer a minimum of two health insurance plans, one of which shall be an indemnity plan equivalent to the existing plan (Blue Care Elect) and a Health Maintenance Organization (HMO) plan equivalent to the existing plan (Network Blue New England). The Town shall pay 75% of the cost of Health Insurance.

Section 5: The Town reaffirms their continued support of the enabling legislation 32B/8A which provides for the health insurance dividend to be used to reduce employees' future cost of such insurance, which has been accepted by the Town Meeting.

Section 6: One employee per duty shift will be allowed to leave the premises for not more than 20 minutes to obtain meals for the shift.

Section 7: The Town and Union shall offer a voluntary tax contributory benefit, flexible spending, and dependent care account for Union employees. Any applicable per-enrollee service fees shall be paid by the Town and the employee in accordance with the contribution rates established in Article 17 Section 4.

Section 8: The Town shall offer and make available a group dental insurance policy on behalf of employees. The purchase of such insurance shall be optional for all employees. All premiums are to be paid by the employee. The Town shall administer the program through payroll deductions.

## **ARTICLE 18**

### **PERSONAL AND OTHER TYPES OF LEAVE**

Section 1: Employees shall be granted time off for which they will be paid at their normal rate to conduct personal business upon application by the employee and approval of the Town Manager and upon the following conditions:

1. Leave shall not exceed forty-eight (48) hours per calendar year.
2. Leave shall be earned on a monthly basis of four (4) hours per month for perfect attendance and not taken until the following month or later.
3. Leave shall be distributed on the same basis as vacation benefits provided in Article 14, Sections 1 & 6.
4. Any fire fighter requesting the use of personal time must notify the officer on duty by submission of a personal request form at least sixty (60) hours prior to their scheduled shift assignment. The Fire Chief or his designee may grant personal time with less than sixty (60) hours notice upon their determination that such leave shall not have a negative impact on the operation of the Department.

Section 2: Leaves of absence will be granted to veterans as defined in Massachusetts General Laws, Section 21 of Chapter 31, when authorized by the Town Manager, to attend, without loss of pay, the funeral or memorial services of a veteran, as so defined, or of any person dying under other than dishonorable circumstances while serving in the Air Force, Army, Navy, Coast Guard, or Marine Corps of the United States in time of war or insurrection. (See Massachusetts General Laws, Chapter 41, Section 111C.)

**ARTICLE 19**  
**INJURY LEAVE**

**Section 1: Injury Time**

- A. In accordance with the provisions of Massachusetts General Laws, Chapter 41, Section 111F, whenever a fire fighter is incapacitated for duty because of an injury sustained in the performance of his duty without fault of his own, he shall be granted leave without loss of pay for the period of such incapacity; provided, that no such leave shall be granted for any period after such fire fighter has been retired or pensioned in accordance with law or for any period after a physician designated by the Town determined such incapacity no longer exists. All amounts payable under this section shall be paid at the same times and in the same manner, as for all purposes shall be deemed to be, the regular compensation of such fire fighter.
- B. Employees on injury compensation may not do part-time or full-time work for any other employer during that period.
- C. Limited Duty. It is the intention of the town to meet its responsibilities to accommodate employees who are temporarily disabled from performing the essential functions of their job due to a work-related or non work-related injury. Accommodating the temporary limitations of the employee enables them to continue to make valuable contributions to the fire department.
1. This policy shall apply to all employees who have been injured while in the performance of their duties within the meaning of M.G.L. Chapter 41, Section 111F and employees who have become injured or ill due to non work-related activities. This policy shall apply after the employee has been absent from work for a period of four (4) consecutive 24-hour shifts, excluding time as a patient in a hospital.
  2. Any employee who has been absent from duty on injury leave, within the meaning of M.G.L. Chapter 41, Section 111F, may be assigned by the Town to limited duty and any employee absent from duty due to non work-related injury or illness may request to be assigned to limited duty by the Town pending a return to full duty. When the fire chief believes that a fire fighter on injury leave may be a candidate for limited duty, or when a fire fighter on sick leave or injury leave requests limited duty, the town shall arrange for a medical evaluation regarding the nature, extent and duration of injury. The evaluation shall include a medical opinion as to the work restrictions required for the fire fighter to return to work on restricted duty. Findings, conclusions and opinions from this evaluation shall be provided in writing to the town and shall be available, upon request, to the injured employee. The employee shall provide the town with any and all required medical authorizations, as may be required by state or federal law, to enable the town physician, town manager, fire chief, assistant town manager or other designee specified by the town manager to obtain and/or review medical records pertinent to the diagnosis and treatment of the injury or illness for which compensation is claimed, as deemed necessary by the town physician. All medical information shall be held strictly confidential and placed in medical files separate from employees' personnel files.

3. In the event that the employee disputes the town's medical evaluation, he/she has three (3) business days from the date he/she is made aware of the conclusions of the evaluation to notify the town of his/her intent to seek the opinion of his/her own physician. The employee may be examined by his/her own physician at the expense of the employee. The employee's physician shall be afforded a full opportunity to consult with the town's physician as to the fitness of the employee to perform limited duty. Findings, conclusions and opinions from the employee physician shall be provided in writing and issued to the town. If the town physician and the employee's physician disagree as to the employee's fitness for limited duty, a third physician agreeable to both doctors shall examine the employee and render a written advisory medical opinion as to the employee's fitness for limited duty. That opinion shall be binding on all parties.
4. Each physician shall be provided with a job description for full duty, a description of examples of limited duty activities and shall have access to all relevant medical records.
5. When an employee is assigned to limited duty, such duty shall not interfere with on-going medical treatment. During any period when limited duty is being performed, if the employee loses work time and such loss is related to the line of duty injury, the lost time shall be charged to injury leave status. If the employee is assigned at his/her request, to limited duty due to a non work-related injury or illness and he loses work time, it shall be charged to his sick time.
6. Limited duty shall consist of tasks customarily associated with the fire services including, but not limited to: administrative duties, data entry, records management, fire prevention inspections, fire/safety education, community outreach programs, training, training program development, fire alarm maintenance, on-site inspections, emergency planning and routine operational and light maintenance tasks. All assigned tasks shall be within the physical capabilities of the employee. The fire chief shall have sole discretion over the composition of the restricted duty assignment and the schedule of the restricted duty assignment.
7. Employees assigned to limited duty shall receive their regular compensation and benefits as if they were working full duty. They shall not be eligible for overtime while they are on limited duty.
8. While on restricted duty, the fire fighter shall not engage in outside employment activities or other activities that may impede their recovery from their medical ailment.
9. The shift complement shall not be reduced because of the establishment of limited duty and/or limited duty assignments.
10. Employees shall be assigned to not more than forty-two (42) hours per week on a shift to be determined by the fire chief. If more than one fire fighter is assigned to limited duty, or if the work restrictions for the fire fighter cannot be accommodated during a specific work shift, management reserves the right to reassign such fire fighter to a different work shift.
11. Limited duty is a temporary assignment and shall cease upon the determination by the town physician that the fire fighter is capable of performing the essential functions of the job.
12. An employee with a work-related illness/injury who is unable to return to full duty will be considered a candidate for one of the following three (3) options:

- a. Permanent modifications to the employee's position which make reasonable accommodations for the injury/illness while preserving the essential functions of the position.
  - b. Termination from the current position. The employee would have the option to apply for other vacant positions within the town that would not require the physical activity of his/her current job given his/her medical condition.
  - c. Retirement.
13. This article is intended neither to enlarge nor diminish the statutory rights of the members of the bargaining unit with respect to injury leave, indemnification and retirement under Chapter 32, except as provided herein.

Section 2: For absence under this section, the Chief of the Department or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of the illness and the expected duration. If such certificate is not filed after request therefor, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Chief of the Department shall require such certificate at the end of one week of illness and subsequent certificates may be required at the discretion of the Town Manager.

Section 3: Any absence of an employee from duty, including any absence for a single day or part of a day that is not authorized by a specific grant of leave of absence under the provisions of this manual, will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself for three consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by the Town Manager by a subsequent grant of leave if the conditions warrant.

## ARTICLE 20

### LEAVE WITHOUT PAY

Section 1: Employees may, with approval of the Town Manager, be granted other leaves of absence. Except as otherwise provided in this Agreement, all such leaves of absence shall be without compensation.

Section 2: The granting of such leave shall protect the employee's existing continuing service for the leave period. Employees who are on an unpaid leave of absence shall not accrue vacation, sick or personal leave.

Section 3: A leave of absence will not be granted for employment elsewhere, except for military purposes.

Section 4: Request for Leave Where approval of leave is required, requests shall be made in writing as far in advance as possible.

## ARTICLE 21

### MILITARY LEAVE

- A. Military leave of absence without pay shall be granted to any fire fighter called to active duty with the State or Federal forces for a temporary or extended tour of duty. Employees ordered to active duty in the armed forces in the time of war or similar national emergency shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.
- B. All short tours of duty or annual training periods of members of State or Federal forces will be granted annual leave without loss of vacation leave and be compensated therefor up to the difference in pay he would have received if not on military leave.

**ARTICLE 22**

**UNIFORMS AND PROTECTIVE CLOTHING**

Section 1: The employer agrees to provide all material, equipment, and tools required to perform the duties assigned to the employee covered by this Agreement.

Section 2: Where a special or particular license is required for the performance of a job assignment, and where said license is not of the type which must be obtained by the employee as a prior condition of employment, the Town will pay the license fee involved.

Section 3: If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the employer.

Section 4: The Town will pay the clothing allowance by August 1 of each year. Effective July 1, 2018 the Town will pay a lump sum, to all employees regardless of rank, of \$1,000 each year for uniform maintenance and replacement. The Chief shall grant a uniform allowance advance of \$100 to a new or promoted employee if requested. Newly hired employees will also receive a uniform coat during their first three (3) months of employment.

**ARTICLE 23**

**ACCESS TO PREMISES**

Representatives of the I.A.F.F. may enter the premises covered by this contract at any time during normal working hour for individual discussion of working conditions with employees, as long as such representatives do not interfere with the performance of duties assigned to the employees, and provided permission has been granted by the Officer in charge.

**ARTICLE 24**

**BULLETIN BOARD**

Announcements shall be posted in conspicuous places convenient to the employees on bulletin boards. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin board.

**ARTICLE 25**

**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1: A grievance is defined to be any question of interpretation or application of this Agreement and shall be processed as follows:

Step 1: The union representative, with or without the aggrieved employee, may take up the grievance or dispute verbally or in writing with the employee's immediate supervisor within five (5) calendar days of the date of the grievance or his knowledge of its occurrence. The supervisor may require the attendance of the employee at the discussion if he so elects, shall attempt to adjust the matter, and shall respond to the steward or representative within five (5) calendar days.

Step 2: If the grievance has not been adjusted, it may be presented in writing to the Department Head within five (5) calendar days after the supervisor's response is received or is due. The Department Head shall investigate the matter, hold such hearings as he deems advisable, and shall respond to the steward in writing within five (5) calendar days.

Step 3: If the grievance still remains unadjusted, it may be presented to the Town Manager in writing within five (5) calendar days after the response of the Department Head is due. The Town Manager may conduct such investigations and hold such hearings as he deems advisable, and shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

Section 2: Arbitration If the grievance has not been adjusted, the Union, and not any individual employee(s) may submit the grievance to arbitration. Submission shall be made by registered mail, addressed to the American Arbitration Association, postmarked no later than twenty (20) calendar days following receipt of the Town Manager's response, with a concurrent copy mailed to the Town Manager. Such arbitration shall be conducted under the rules of the American Arbitration Association. The costs shall be shared equally by the parties. The arbitrator's decision shall be final and binding on the parties, provided, however, the arbitrator shall have no power to add to, subtract from, alter or amend the provisions of this Agreement.

Section 3: In those instances where an employee's immediate supervisor is the Department Head, the grievance procedure shall start at Step 2.

Section 4: An aggrieved employee may act as the moving party and may process his grievance through the various steps of the grievance procedure without the Union representative in attendance, if he so elects. The employee shall also have the right to process his own grievance with his own personal representative, but the Union shall have the right to have a representative present at all steps of the procedure.

Section 5: Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his supervisor, Fire Chief or the Town Manager in the hope of having the grievance adjusted to his satisfaction.

Section 6: Once an employee covered by this Contract initiates the formal processing of a grievance under this Article, he shall be barred from handling it on a basis with the administration, it being the intention of this Agreement that once a remedy of a formal grievance procedure is elected that remedy shall be exclusive.

Section 7: A grievance shall be deemed waived unless processed by the grievant to the next higher step within the time limits specified, provided, however, such time limits may be extended by mutual agreement. Such request for extension shall not be withheld in extraordinary circumstances, which preclude compliance with the time limits.

## **ARTICLE 26**

### **DISCIPLINE FOR JUST CAUSE**

Section 1: Employees in the bargaining unit may be discharged, suspended, demoted or otherwise disciplined for just cause. Some "just causes" for discipline are listed in the following subsections although discipline may be made for other just causes:

1. The employee has been convicted of a felony, or a misdemeanor involving moral turpitude.
2. The employee has willfully, wantonly, unreasonably, unnecessarily or through culpable negligence been guilty of brutality or cruelty to a patient or to a person receiving service or care.
3. The employee has been guilty of any conduct unbecoming an officer or employee of the Town, either on or off duty.
4. The employee has violated any lawful official regulation or order, or failed to obey any proper direction made and given by a superior officer.
5. The employee has been under the influence of intoxicants while on duty.
6. The employee has been guilty of insubordination or of disgraceful conduct.
7. The employee is offensive in his conduct or language in public, or towards the public, town officials, or employees.
8. The employee is incompetent or inefficient in the performance of the duties of his position.
9. The employee is careless or negligent with the monies or other property of the Town.

10. The employee has failed to pay or make reasonable provisions for the future payment of his debts to such an extent that such failure shall be detrimental or disrupting to the Town service.
11. The employee has induced, or has attempted to induce, an officer or employee in the service of the Town to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
12. The employee has taken, for his personal use from any person any fee, gift or other valuable thing in the course of his work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded to other persons.

Section 2: Demotions

This form of penalty for disciplinary purposes may be made when the employee does not give satisfactory service in the position he holds. In cases of demotion, the Chief of the Department must give the Town Manager a written recommendation citing the reasons for the demotion, and must give a copy of this recommendation to the employee. A demotion may be justified when the employee does not warrant dismissal from the service, but gives evidence of ability to perform work in a lower classification.

Section 3: Suspensions

Suspensions are temporary separations for disciplinary purposes where the cause is not sufficiently grave for dismissal. In cases of suspension, the Chief of the Department will give the Town Manager a written recommendation including the reasons for suspension and will also give a copy of this recommendation to the employee. In no case will an employee be suspended for a period to exceed thirty (30) days.

Section 4: Dismissals

Dismissals are discharges or separations made for misconduct, inefficiency or other just cause.

**ARTICLE 27**

**DISCRIMINATION AND COERCION**

Section 1: There shall be no discrimination by the Chief of the Department, Deputy Chief, Lieutenants, or other agents of the employer against any employee because of his race, creed, color, sex or age or because of his activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Contract.

Section 2: The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employee for his non-membership in the Union.

**ARTICLE 28**

**CONFLICT OF LAW**

Section 1: Both parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of State Civil Service, or State retirement and labor laws, on such matters as seniority, promotions, transfer, discharges, removals, and suspensions, the State laws shall govern, except as otherwise provided in Section 7, of Massachusetts General Laws, Chapter 150E.

Section 2: Should any provision of this Agreement be found illegal by a tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.



**ARTICLE 29**

**SENIORITY**

Section 1: Seniority shall mean the length of continuous service of an employee of the Town.

Section 2: "Continuous service" shall mean employment by the Town without a break in such employment. A break in employment shall cause a loss of all seniority rights. A break in the employment of an employee shall occur upon the happening of any one or more of the following events:

1. If an employee shall quit of his own accord.
2. If an employee shall be discharged.
3. The employee shall be absent in excess of three consecutive working days without obtaining approval for such absence in accordance with the terms of this Agreement.
4. The employee shall fail to return to work within three working days after the end of an absence authorized under the provisions of this Agreement.
5. If, after a layoff under Section 4 of this Article, an employee shall not return to work within seventy-two hours after receipt of notice from the Town that he will be rehired under Section 4 of this Article.
6. An employee shall be absent due to a layoff under Section 4 of this Article for a continuous period of more than one year.

Section 3: The parties agree that the Town Manager shall apply the following standards in respect to promotions and the filling of job vacancies within the bargaining unit.

1. Ability and qualifications, in the reasonable judgment of the Town Manager, to perform the available work.
2. Length of continuous service (seniority).
3. Physical fitness for the job.

If, in the reasonable judgment of the Town Manager, the ability and qualifications of two or more persons are relatively equal, then length of continuous service shall be the determining factor. Promotion of employees to positions inside or outside the bargaining unit shall be within the sole discretion of the Town and shall not be the subject of grievance under this Agreement.

Section 4: In the case of layoff or reduction of personnel for lack of work or by reason of fiscal cutback, the laying off or demotion of employees within each job classification shall be determined by length of continuous service in the department; that is, the employee with the least seniority in the department shall be laid off or demoted first. Reinstatement within a classification or rehiring into the bargaining unit shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of his right to be rehired hereunder. It is understood that layoff under this section shall, in all respects except the right to be rehired under this section, constitute a termination of employment by the Town. The right to be rehired hereunder shall exist for a period of one year from date of layoff as per Massachusetts General Laws, Chapter 31.

Section 5: In the scheduling of working hours, shifts, vacations and days off, the Town agrees, except in an emergency, to give preference to employees with seniority, provided, however, that the Town reserves the right to plan, direct and control the work of the Town at all times.

Section 6: Certain employees of the Fire Department are governed by Massachusetts General Law, Chapter 31, in regard to seniority.

**ARTICLE 30**

**INFECTIOUS DISEASE PREVENTION**

The Town and the Union recognize that communicable disease exposure is an occupational health hazard. Communicable disease transmission is possible during any aspect of emergency response including in-station operations. The health and welfare of each member is a joint concern of the Town and the Union. While each member is ultimately responsible for his or her own health, the Town recognizes a responsibility to provide as safe a workplace as possible. The mutual goal is to provide all members with the best available protection from occupationally acquired communicable disease. The Town and the Union commit to begin efforts to implement an Infectious Disease Prevention Program immediately with the input of the Safety Committee as described in Article 5.

**ARTICLE 31**

**DRUG AND ALCOHOL SCREENING**

Subject to the provisions of this Article, an employee shall be subject to immediate testing, if reasonable suspicion of non-prescriptive drugs, controlled substances or alcohol exists, as determined by the Fire Chief or his designee in the Chief's absence. Determination of "reasonable suspicion" by the Chief or his designee shall comport with constitutional/legal guidelines. The employee shall be advised by the Chief or his designee of the facts and circumstances constituting his determination of "reasonable suspicion" in each instance.

The fire fighter shall be afforded the opportunity to request that a union representative be notified that the town is requiring the fire fighter to be tested for the presence of non-prescribed drugs, controlled substances or alcohol. In addition, the fire fighter may request that a member of the IAFF Local 1370 accompany them to the testing facility. No fire fighter who accompanies the fire fighter to be tested shall be compensated for such time. The accompanying fire fighter who is on duty at the time shall receive their regular pay for that shift.

Neither notification of the union representative or the right of the fire fighter to be accompanied shall vest the union with any authority to limit the town's ability to require the testing. The inability to contact a union representative shall not prohibit the town from having the fire fighter tested forthwith.

The Town shall transport the fire fighter to and from the Town designated testing facility. The Fire Chief or his designee may request that a police officer accompany them in transporting the fire fighter.

A breath alcohol test shall be used to determine the presence of alcohol in the fire fighter's system. Such test shall not be conducted by an officer of the Wilmington Police Department, unless a fire department vehicle is involved in a motor vehicle accident or is stopped by the Wilmington Police Department for another purpose and the police officer detects the presence of alcohol on the fire fighter who is operating the vehicle.

With the exception noted in the preceding paragraph, the breath alcohol test shall be conducted by a qualified technician from an independent testing facility.

Drug testing shall be conducted by analyzing a fire fighter's urine specimen. Each urine specimen will be subdivided into two bottles labeled as primary and split. Both bottles will be sent to the testing facility. Only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the testing facility. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the fire fighter has 72 hours to request that the split specimen be analyzed. The second test shall employ a methodology different from the first test, which shall be equal to the reliability of (GC/MS) gas chromatography-mass spectrophotometry or greater. If it produces a negative test result, the Town will cover the costs of this split specimen analysis, otherwise the fire fighter will be expected to cover the costs incurred by the split specimen analysis.

A fire fighter shall be placed on paid leave pending the test results.

If a fire fighter tests positive for the first time for drugs or alcohol the town shall provide the fire fighter with a list of names, addresses and telephone numbers of locally available Substance Abuse Professionals (SAPs). The fire fighter shall schedule an appointment with an SAP within three (3) business days from date they received the list.

In order for the fire fighter to become requalified to return to work he or she must undergo evaluation by an SAP. If the SAP evaluates the fire fighter and determines no treatment is necessary, the fire fighter will be eligible to return to work unless otherwise prohibited.

If the SAP evaluates the fire fighter and determines that treatment is necessary, then the fire fighter must: (1) follow the course of treatment (which is determined by the SAP's evaluation); (2) be re-evaluated by the first SAP that made the evaluation and determination; (3) submit to return-to-duty test; and (4) submit to a series of follow-up tests. In the event that the substance abuse problems are not subject to M.G.L. Chapter 41, Section 111F and the treatment requires the fire fighter to obtain rehabilitation services during a regular work shift(s), the fire fighter may use accrued leave time, including sick time during such absence from work. The imposition of disciplinary action shall not be excluded by this provision.

The cost of the SAP shall be borne by the fire fighter through their health insurance plan or other means as available. Such other means may include coverage in accordance with M. G. L. Chapter 41, Section 111F if town determines the substance abuse problems are work related.

The SAP shall determine the frequency and scheduling of the follow-up testing. Such follow-up tests are unannounced and must be conducted within the first 12 months after the fire fighters return to duty.

Failure to submit to testing for alcohol or drugs or failure to meet with the SAP or failure to participate in the treatment and subsequent testing program as determined by the SAP or a subsequent positive test result for alcohol or drugs will result in disciplinary action up to and including termination.

The Town shall take all reasonable steps to ensure that correspondence, invoices and other documents related to the drug and alcohol testing including test results and correspondence, invoices and other documents related to the substance abuse treatment remain confidential. The testing facility shall only communicate the results of the tests to the Fire Chief or his designee in the Chief's absence.

A procedure for the communication and handling of confidential information shall be established by the town and agreeable to the union. Such agreement shall not be unreasonably withheld.

## ARTICLE 32

### BINDING EFFECT, TERMS AND DURATION

Section 1: Jurisdiction of Town Officials It is agreed that once a collective bargaining contract is executed, an employee covered by such contract shall not have the right to a direct petition or appeal to any Town official, elected or appointed, or to seek the intervention of any Town official, elected or appointed, on a matter of said employee's wages, hours, and conditions of employment; nor shall said employee seek to bring public pressure to bear on the Town's duly appointed bargaining representative, or the Town Manager, it being understood that the collective bargaining process, once elected by an employee group, shall constitute the exclusive means by which said group or its members shall negotiate or discuss the terms of their wages, hours, and conditions of employment.

Section 2: It is further understood and agreed that where funds are necessary to implement any provision of this Agreement, a request must be submitted to the Finance Committee and the Town Meeting for an appropriation, and that if said request is rejected, the matter shall be returned to the parties for further bargaining.

#### Section 3: Duration

- A. This contract shall take effect at 8:00 a.m., July 1, 2018, and shall remain in effect until 8:00 a.m., July 1, 2021. It shall thereafter automatically renew itself for successive terms of one

year each unless either party shall have given the other a written notice, on or before the first of September in any one year of its election to modify or terminate all or any part of the contract as of the first of July of the new contract year. In absence of a notice to terminate the entire contract, the contract shall continue in effect as to those provisions not so designated.

- B. The Union agrees that the subject matters in this collective bargaining agreement shall be binding during the terms of said contract notwithstanding any amendments, substitutions, or further legislation of the General Court which may affect any of the terms, conditions, or obligations contained in this contract.
- C. Negotiations for the next contract shall commence during the month of September 2020.

**ARTICLE 33**  
**CIVIL SERVICE**

Civil Service employees who are covered by this Agreement shall retain and be subject to their Civil Service status now in effect and be regulated by Chapters 13 and 31 of the General Laws of Massachusetts.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto.

This Agreement signed the 14 day of January 2019.

FOR THE TOWN OF WILMINGTON

FOR THE LOCAL 1370, I.A.F.F.  
AFL-CIO, CLC

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Board of Selectmen

Town Manager

## APPENDIX A

## FIRE DEPARTMENT SALARY SCHEDULE

F - 1 FIRE FIGHTER WITHOUT EMT	Hourly	24.5622	25.54475	26.5663	27.6291	28.7343
	Weekly	1,031.61	1,072.88	1,115.79	1,160.42	1,206.84
	Annual	53,643.79	55,789.54	58,021.12	60,341.96	62,755.64
F - 1 EMT FIRE FIGHTER/EMT	Hourly	25.9384	26.9759	28.0549	29.1771	30.3442
	Weekly	1,089.41	1,132.99	1,178.31	1,225.44	1,274.46
	Annual	56,649.37	58,915.35	61,271.96	63,722.84	66,271.75
F - 2 EMT LIEUTENANT	Hourly				33.5263	34.8673
	Weekly				1,408.10	1,464.43
	Annual				73,221.41	76,150.26
F - 3 EMT DEPUTY FIRE CHIEF	Hourly				38.8360	40.3895
	Weekly				1,631.11	1,696.36
	Annual				84,817.89	88,210.60

*All employees shall advance to the next step in grade on the anniversary of his/her hiring date.  
Step increases occur annually thereafter until the maximum step is reached.*

EFFECTIVE 07/01/18

2.5%

## APPENDIX A

## FIRE DEPARTMENT SALARY SCHEDULE

F - 1 FIRE FIGHTER WITHOUT EMT	Hourly	25.2376	26.2471	27.2970	28.3889	29.5245
	Weekly	1,059.98	1,102.38	1,146.47	1,192.33	1,240.03
	Annual	55,118.99	57,323.75	59,616.70	62,001.37	64,481.42
F - 1 EMT FIRE FIGHTER/EMT	Hourly	26.6517	27.7177	28.8254	29.9795	31.1787
	Weekly	1,119.37	1,164.14	1,210.71	1,259.14	1,309.50
	Annual	58,207.23	60,535.52	62,956.94	65,475.22	68,094.23
F - 2 EMT LIEUTENANT	Hourly				34.4483	35.8262
	Weekly				1,446.83	1,504.70
	Annual				75,235.00	78,244.40
F - 3 EMT DEPUTY FIRE CHIEF	Hourly				39.9040	41.5002
	Weekly				1,675.97	1,743.01
	Annual				87,150.38	90,636.40

*All employees shall advance to the next step in grade on the anniversary of his/her hiring date.  
Step increases occur annually thereafter until the maximum step is reached.*

EFFECTIVE 07/01/19

2.75%

## APPENDIX A

## FIRE DEPARTMENT SALARY SCHEDULE

F - 1 FIRE FIGHTER WITHOUT EMT	Hourly	25.9317	26.9689	28.0477	29.1696	30.3364
	Weekly	1,089.13	1,132.70	1,178.00	1,225.12	1,274.13
	Annual	56,634.76	58,900.15	61,256.16	63,706.40	66,254.66
F - 1 EMT FIRE FIGHTER/EMT	Hourly	27.3846	28.4800	29.6192	30.8039	32.0361
	Weekly	1,150.15	1,196.16	1,244.00	1,293.77	1,345.52
	Annual	59,807.93	62,200.25	64,688.26	67,275.79	69,966.82
F - 2 EMT LIEUTENANT	Hourly				35.3956	36.8114
	Weekly				1,486.61	1,546.08
	Annual				77,303.96	80,396.12
F - 3 EMT DEPUTY FIRE CHIEF	Hourly				41.0014	42.6414
	Weekly				1,722.06	1,790.94
	Annual				89,547.02	93,128.90

*All employees shall advance to the next step in grade on the anniversary of his/her hiring date.  
Step increases occur annually thereafter until the maximum step is reached.*

EFFECTIVE 07/01/20  
2.75%

## APPENDIX B FIREFIGHTERS INCENTIVE PAY PLAN

Section 1: Regular full-time firefighters, with the exception of the Chief, may receive payments in addition to their annual salary, for academic achievement in the field of fire science, fire protection and safety technology, at colleges or universities accredited by the New England Association of Colleges and Secondary Schools or other programs approved in advance by the Chief and the Town Manager.

Section 2: Those seeking to establish eligibility for the education incentive for college credits must submit a high school diploma or a Massachusetts Equivalency Certificate and proof of satisfactory completion of all courses for which credit is claimed.

Section 3: Participation in the program shall be at the individual firefighter's own time and expense with the exception noted below.

The Department may furnish, at the discretion of the Chief of the Fire Department, text books required in this program. All texts so furnished will remain the property of the Fire Department and be returned, in good condition to the Chief at completion of the course. There will be no incentive pay for credits earned for which firefighters have been paid by the Town to attend such courses.

Section 4: The administration of the Education Incentive Plan and the criteria of eligibility will be the responsibility of the Town Manager.

Section 5: Eligibility for the education incentive must be determined by the Fire Chief and certified to the Town Manager before becoming effective. Employees will submit two (2) copies of pertinent academic records or transcripts to the Town Manager no later than June 1 or December 1. Payments will be made semi-annually.

Section 6: For employees hired before July 1, 2017 only credit courses, not seminars or conferences, in Fire Science, Fire Protection and Safety Technology, or such elective courses as will be accepted for credit by a college or university toward a degree program in these fields will be accepted for establishment of eligibility for the education incentive. The firefighter is required to be in a degree program and not just random credit courses in the field of higher education. Employees who achieve an eligible degree shall receive the corresponding education incentive for that degree consistent with employees hired July 1, 2017 or after; and will no longer be eligible for the per-credit based incentive.

For employees hired July 1, 2017 or after, only an Associate's Degree, Bachelor's Degree, Master's Degree, or Doctorate in Fire Science, Fire Protection, Safety Engineering, Medical, or other degree deemed acceptable by the Town Manager, from an accredited college or university will be accepted for establishment of eligibility for the education incentive. Credits or course work towards a degree will not be eligible for additional compensation.

Any firefighter who is eligible to receive an Associate or higher degree under this program must agree to serve a future term of employment of three years in order to obtain the education incentive under this incentive program.

All education incentives earned through this plan shall be in accordance with the attached Incentive Pay Plan

Section 7: The education incentive rate shall be effective as of July 1 of each year for credits or degrees earned and received as of June 30 of the current year.

Section 8: The education incentive plan will be subject to the present withholding for retirement contributions to the Middlesex County Retirement System; however, the education incentive plan will not become part of the employee's base salary, longevity, or any other salary benefit.

Section 9: All regular, full-time members of the Wilmington Fire Department, after being employed for twelve months, are eligible for the benefits of the Incentive Pay Plan.



Section 10: All awards for incentive pay will be subject to available appropriation of funds for this purpose at a Town Meeting.

### INCENTIVE PAY PLAN

For Employees Hired On or After July 1, 2017 or Having Achieved a Qualifying Degree

Associate's Degree	\$2,500
Bachelor's Degree	\$4,500
Master's Degree or Greater	\$6,500

For Employees Hired Before July 1, 2017

<u>Minimum Number of Credits Necessary</u>	<u>Amount of Annual Incentive Award</u>
6	\$ 100.00
12	200.00
18	300.00
24	400.00
30	500.00
36	600.00
42	700.00
48	800.00
54	900.00
60	1,000.00
66	1,100.00
72	1,200.00
78	1,300.00
84	1,400.00
90	1,500.00
96	1,600.00
102	1,700.00
108	1,800.00
114	1,900.00
120	2,000.00

**APPENDIX C  
42 HOURS WORKWEEK  
FIRE DEPARTMENT**

1st	24	Off	Off	24	Off	Off	Off	48
2nd	Off	24	Off	Off	24	Off	Off	48
3rd	Off	Off	24	Off	Off	24	Off	48
4th	Off	Off	Off	24	Off	Off	24	48
5th	Off	Off	Off	Off	24	Off	Off	24
6th	24	Off	Off	Off	Off	24	Off	48
7th	Off	24	Off	Off	Off	Off	24	48
8th	Off	Off	24	Off	Off	Off	Off	<u>24</u>

Total Hours 336

There are 4 groups  
 Cycle is 56 weeks, or 14 shifts on and 14 shifts off  
 Each group A-B-C-D remains constant as to officers and personnel  
 They work 336 hours in an 8-week cycle

$$\frac{42 \text{ Hours Per Week}}{8} = 336 \text{ Hours}$$

**APPENDIX D  
RESIDENCE**

This constitutes the list of communities acceptable under the requirements of Article 11 Section 2, Residence. An employee, within nine months of appointment and for the duration of their employment must live in one of these communities.

**Wilmington**

Acton	Georgetown	Peabody
Andover	Groveland	Reading
Arlington	Haverhill	Revere
Bedford	Lawrence	Salem
Belmont	Lexington	Saugus
Billerica	Lincoln	Somerville
Boxford	Lowell	Stoneham
Burlington	Lynn	Tewksbury
Cambridge	Lynnfield	Topsfield
Carlisle	Malden	Wakefield
Chelsea	Medford	Waltham
Chelmsford	Melrose	Watertown
Concord	Methuen	Westford
Danvers	Middleton	Winchester
Dracut	North Andover	Woburn
Everett	North Reading	