

AGREEMENT

BETWEEN

THE TOWN OF WILBRAHAM, MASSACHUSETTS

AND

THE UNIFORMED FIREFIGHTERS OF WILBRAHAM

LOCAL 1847, IAFF, AFL-CIO

EFFECTIVE:

July 1, 2017 to June 30, 2020

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	2
1	Recognition	2
2	Union Security	3
3	Management Rights	3
4	Union Dues, Agency Service Fee, Insurance and Deductions	4
5	Work Week	5
6	Holidays	6
7	Vacations	7
8	Injury Leave and Indemnification	9
9	Sick Leave	10
10	Bereavement Leave	12
11	Uniform Allowance, Etc.	12
12	Bulletin Boards	13
13	Union Activity Protected	14
14	Union Business Leave	14
15	Health and Safety	14
16	House Duties	15
17	Special Details	16
18	Overtime	17
19	Personal Leave	18
20	College Credits Incentive	18
21	Longevity Benefit	20
22	Wages	20
23	Emergency Medical Technician	23
24	Working Out of Grade	24
25	Position and Classification	24
26	Seniority	25
27	Promotional Procedure	26
28	<i>Reserve for future use</i>	28
29	Validity of Agreement	28
30	Grievance Procedure	28
31	Discrimination and Coercion	30
32	Residency Clause	30
33	Substance Abuse	30
34	Miscellaneous Provisions	34
35	Duration of Agreement	34
	Attachment – Schedule 5 (Work Week)	

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AND
UNIFORMED FIRE FIGHTERS OF WILBRAHAM
LOCAL 1847, IAFF, AFL-CIO

PREAMBLE

This Agreement entered into by the TOWN OF WILBRAHAM (hereinafter referred to as the "Employer") and the Wilbraham UNIFORMED FIRE FIGHTERS LOCAL 1847, IAFF, AFL-CIO, CLC (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Town and the Union and such of its employees who fall within the provisions of this contract, the establishment of rates of pay, hours of work, and other conditions of employment.

Wherever in this Agreement words of the masculine gender are used, they shall be understood to refer to both male and female firefighters.

ARTICLE 1
RECOGNITION

1.01 The Town of Wilbraham recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all uniformed members of the Wilbraham Fire Department. The term "uniformed members" shall mean all Privates, Lieutenants, Captains, all full-time employees, or any other full-time active firefighting position established within the duration of this contract. The Chief and Deputy Chief of the Department will be excluded.

1.02 It is expressly understood that the rank of Captain replaced the rank of Lieutenant effective July 4, 1993, with no change in compensation. To the extent that the Town and Union review compensation levels in other communities, it is agreed that the comparison will focus on the rank of Lieutenant in other communities. It is further understood that effective July 4, 1993, Privates acting as shift commanders will be addressed as Lieutenant during the tours in which they act as shift commanders, with no change in compensation other than the differential currently provided in Article 24.01. This change in title will in no way alter the manner in which shift officers are designated under Articles 3 and 24.03.

All references to "Lieutenant" throughout the contract will be replaced with "Captain". References to "Acting Lieutenant" will be retained, with the understanding that Privates acting as shift commanders will be addressed as Lieutenant during the tours in which they act as shift commanders.

The position of Fire Inspector is established, which will be paid at the rank of Captain, with no loss of pay, and may have a separate uniform designation.

ARTICLE 2
UNION SECURITY

2.01 The Town of Wilbraham agrees not to discharge, discriminate against in any way, nor inquire about during a promotional interview, an employee's Union membership or lawful activities not inconsistent with provisions of this Agreement, the Constitution of the United States of America, State, Municipal, Departmental laws or regulations in the proper performance of their duties as firefighters.

2.02 The Town of Wilbraham or any of its agents shall not enter into any individual or collective agreements, negotiations or bargaining with any bargaining unit employee of the Fire Department on matters of wages, benefits, hours of work or other conditions of employment other than the approved Negotiating Committee selected by the Union.

2.03 The Town will provide each employee in the bargaining unit with a copy of the new collective bargaining agreement within seven (7) days of its signing; after the first free copy, the Union agrees to pay the Town five cents (5 cents) per page for each copy.

MANAGEMENT RIGHTS

3.01 The Union and the Town of Wilbraham agree that the provisions of this Agreement shall be expressly limited to hours, wages and working conditions of the employees who are covered by this Agreement, and no provision shall be construed to restrict the Town from the management of its Fire Fighting and Protection Department. The Town retains the full right to manage its Fire fighting and Protection Department business, including, but not limited to, the right to determine the forces and composition of the working force, to decide the number and locations of fire houses, the quantity and type of equipment used, the labor complement of such equipment, to discipline employees for any reasonable cause, to hire, to lay off, to assign, to transfer by seniority and to have the Chief determine the qualifications required for the promotion and assignment of any employees, and to schedule the working force according to the Town's needs, including, but not limited to, the right to schedule the employees' shifts and hours of work subject only to the requirements contained in Article 5; provided that the Chief assign the four (4) most senior and qualified members of the Department on the four (4) separate groups; and all other management rights unless altered by this Agreement and/or laws, and promulgate reasonable rules and other inherent rights not herein specified. All rules and regulations will be presented to Local 1847 Union for examination and input and returned within thirty (30) days. If any rule or regulation cannot be agreed to by the Town and the Union, the disputed ones will be subject to the grievance procedure if they derogate from any of the provisions of this Agreement or reduce or modify any benefit or privilege of employment in effect on date of the signing hereof. In the event the Town receives a written complaint from a member of the public about a firefighter, or if the complaint is submitted verbally, the written complaint shall include, or the Town employee receiving such complaint shall draft a summary that includes setting forth the nature of the complaint, the name

of the subject of the complaint, the date, time and location of the complained of conduct or incident, and whether there are any witnesses.

The Union and the Town of Wilbraham agree that the Town retains the full right to take all steps necessary to ensure that ambulance service is provided without subsidy from the Town's General Fund.

ARTICLE 4

UNION DUES, AGENCY SERVICE FEE, INSURANCE AND DEDUCTIONS

4.01 Pursuant to authority found in General Laws, Chapter 150E, Section 12, it shall be a condition of continuing employment that, on and after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every employee in the bargaining unit who is not a member in good standing of the Union which represents the employees in the bargaining unit pay to the Union an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee may be deducted by the Town periodically from the pay of each such employee who signs an authorization form such as that attached hereto as Exhibit "A" and incorporated herein. No such employee shall be required to sign such form. Said fee shall be equal in amount to the sum certified from time to time by the Union as being commensurate with such costs; provided, however, that such sum shall not be in excess of the aggregate total of uniform Union dues and those uniform assessments, if any, made by the Union and levied against all Union members which assessments are attributable to the costs of collective bargaining and contract administration. The President of the Union shall advise the Town Treasurer, in writing, of the agency service fee schedules in effect from time to time.

4.02 The Union agrees that it will not request the Town to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the agency service fee as provided in Paragraph 4.01 above, or the Union dues and uniform assessments levied against all Union members and as set forth in Paragraph 4.03 hereof. The Union agrees to deliver notice in writing to the Town and to the employee when an employee is not in compliance with the provisions of Paragraphs 4.01 and 4.03 by reason of his default in the payment of his agency service fee or Union dues or assessments. Any such request by the Union that the Town discharge such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such written notice to the Town and to such employee via certified mail, return receipt requested. The tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee and the Union shall, upon receipt of such remittance, promptly notify the Town thereof. Failure by the employee to cure such default within such time shall be conclusively presumed to be just cause for his immediate dismissal as so requested by the Union and the Town forthwith shall take all steps necessary to dismiss said employee.

4.03 Upon receipt of a form duly executed by an employee, and acceptable in form to the Town Treasurer, such acceptable form being attached hereto as Exhibit "B" and incorporated herein, the Town agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and assessments required of Union employees. Such deductions shall be made from

each weekly pay in each calendar year and forwarded to the Treasurer of the Union on the first pay day of each month following the month in which deductions are made. The Town's responsibility for so deducting shall be limited to the terms of the authorization form.

4.04 The written authorization for such deductions as are provided for in Sections 4.01 and 4.03 shall remain in full force and effect during the period of this Agreement but may be revoked upon sixty (60) days written notice from the employee to the Town and to the Union. The Union agrees to submit to the Town, upon its written request therefor, a certification that such dues as are in effect from time to time are in accordance with the Constitution and Bylaws of the Union.

4.05 The Town agrees to provide the aforesaid service without charge to the Union.

4.06 Nothing contained in this Article 4 shall be construed to be contrary to or in conflict of provisions of the laws of the Commonwealth of Massachusetts relating to agency service fees or regulations promulgated by the Labor Relations Commission of the Commonwealth on or about June 1, 1976 pertaining to agency service fees or to any successor regulations which may have been heretofore promulgated by said Commission or which may be so promulgated during the term of this Agreement. Such laws and regulations are incorporated herein by reference and all provisions of this Article are subject thereto.

4.07 The health and life insurance plans and the Town's respective percentage contribution of premiums now in effect shall be retained unless the Town and the Union agree to a change as provided for in Chapter 32B or other applicable state laws.

4.08 The Town agrees to administer the payment of the employee's portion of health insurance premiums in accordance with Section 125 of the Internal Revenue Code.

ARTICLE 5 WORK WEEK

5.01 It is agreed by the Town and the Union that the average weekly hours of duty in any year, other than hours during which members may be summoned and kept on duty because of a conflagration or major emergency, shall not exceed forty-two (42) hours.

5.02 The scheduled work week for members of the bargaining unit is that which is attached hereto and incorporated herein and headed Schedule 5.

5.03 The working hours of bargaining unit employees and the starting and ending times for working tours are to be scheduled in accordance with the schedule referred to in Paragraph 5.02, as well as in accordance with the Town's needs. Any contemplated schedule changes applicable to the bargaining unit as a whole will be presented to and discussed with the Union in advance to obtain its

input and agreement; however, that the Union recognizes that it is the function of the Fire Department to protect the life, health, safety and property of the public in the Town of Wilbraham and that the responsibility of seeing that such function is performed is imposed by law on the Town's Board of Selectmen and the Chief of the Town's Fire Department.

5.04 Firefighters may exchange their working tour or tours and exchange their off-duty tour or tours with other firefighters of equal rank or comparable qualifications, subject to the express approval of the Chief/designee, or, as delegated to the person in charge of the shift at the time of the swap.

5.05 For purposes of salary status, all members of the bargaining unit shall be considered to be on duty when responding to alarms from locations other than a Department Station House, whether on or off duty at time of alarm, and also when returning to a Station House after responding to an alarm. No mileage compensation will be paid for this travel time.

5.06 The Fire Prevention Officer shall work a flexible schedule and will be in addition to the regular shift, but will be eligible to respond to calls while on duty. The Fire Prevention Officer may propose different hours of work to the Fire Chief which will be subject to the approval of the Fire Chief; provided, however, that the Fire Chief's disapproval shall not be subject to the grievance procedures under Article 30. The Fire Prevention Officer shall be entitled to overtime if he works beyond forty-two (42) hours in any one (1) week in accordance with Article 18.

5.07 The EMS Coordinator/Fire Training Officer shall work a flexible schedule and will be in addition to the regular shift, but will be eligible to respond to calls while on duty. The EMS Coordinator/Fire Training Officer may propose different hours of work to the Fire Chief which will be subject to the approval of the Fire Chief; provided, however, that the Fire Chief's disapproval shall not be subject to the grievance procedures under Article 30. The EMS Coordinator/Fire Training Officer shall be entitled to overtime if he works beyond forty-two (42) hours in any one (1) week in accordance with Article 18.

5.08 For the purpose of this contract, a 24-hour shift is comprised of a day and night tour combined. A tour shall be defined as a ten (10) or a fourteen (14) hour work period. Day tour 0800 hours to 1800 hours. Night tour 1800 hours to 0800 hours the following day.

ARTICLE 6 HOLIDAYS

6.01 Paid holidays recognized by this Agreement shall be as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

6.02 The above holidays will be observed on the days as designated by the Commonwealth of Massachusetts.

6.03 Fire stations will operate the normal number of hours on the aforesaid holidays as they would if it were not a holiday, and any regular full-time firefighter normally working on that day will receive compensation stated for in this Agreement.

6.04 All full-time employees shall receive holiday compensation whether they actually work the day or not. The rate of compensation for each of such paid holiday shall be computed by dividing the then effective weekly rate of compensation by four (4). Such compensation shall be in addition to regular weekly compensation provided for herein.

6.05 Employees must work the tour before and the tour after the holiday or the holiday itself, if scheduled for duty that day, in order to be eligible for holiday pay. An employee will be considered to have worked such day(s) if on vacation, injury leave, pre-approved paid leave, or is entitled to sick leave.

6.06 When an employee is scheduled to work on a holiday and takes that day as a vacation day, the leave counts against the employee's vacation accrual.

ARTICLE 7 VACATIONS

7.01 In the instance of employees who have been employed by the Town for one (1) year to five (5) years, vacation leave of eight (8) tours shall be granted with full pay.

7.02 On completion of the fifth (5th) year, employees who have been employed by the Town for five (5) to ten (10) years, vacation leave of twelve (12) tours shall be granted with full pay.

7.03 On completion of the tenth (10th) year, employees who have been employed by the Town for ten (10) to fifteen (15) years shall be granted vacation leave of sixteen (16) tours with full pay.

7.04 On completion of the fifteenth (15th) year, employees who have been employed by the Town over fifteen (15) years shall be granted vacation leave of twenty (20) tours with full pay.

7.05 Employees who are on the payroll of the Town and have worked at least eleven (11) months of the preceding twelve (12) months shall be eligible for full vacation for eight (8) tours with pay, depending on credited service as defined above.

7.06(a) The vacation year shall be from date of employment to the employee's anniversary the following year. Vacation earned by the anniversary date of each year must be taken during the next

twelve (12) months and cannot be carried over beyond the following anniversary date except with the approval of the chief of the Department, when taking of the vacation was prevented by the need of the Town.

7.06(b) If an employee has not utilized his allotted vacation tours by his anniversary date of employment with the Wilbraham Fire Department, the Chief of the Department at his option shall have the right to either pay for said vacation and personal tours at the then mutually agreed to rate (which would be that rate on the anniversary date for twelve (12) hour tour) or to require said vacation personal tours to be carried over to the employee's next vacation and personal leave period.

If the Chief requires an employee to carry over his vacation or personal tours to his next leave period, said vacation or personal tours may be taken at the employee's selection, but with prior approval of the Chief of the Department, which will be reasonably granted.

The employee's preference as to whether to be paid for or have the leave carried over shall be submitted to the Chief/designee no later than twenty-one (21) calendar days prior to his/her anniversary date and the Chief/designee shall make the decision at least fourteen (14) calendar days prior to the anniversary date.

7.07 It is specifically understood and agreed by both parties that the anniversary date of each employee is the determination period for vacation credits to be earned.

7.08 Four (4) consecutive working tours of duty taken for vacation purposes will constitute one (1) week's vacation.

7.09 All vacation time shall be submitted for review at a minimum of one (1) full tour in advance. A request for emergency vacation within the one (1) full tour shall be submitted to the Chief or his/her designee.

7.10 Only 48 hours of vacation per year may be taken in hourly increments. All other vacation must be taken in full tours, unless the Chief grants permission to do otherwise.

7.11 Only two Privates from one assigned working group will be granted vacation or personal leave at a time. If additional Privates request vacation or personal leave on said group, the Chief will have discretion to allow or deny the leave, and approval of leave in this instance will not establish a past practice. This will not apply to a request by a Captain for vacation or personal leave. In the event that shift sizes change, the Agreement will be reopened as to this Article by request of either party.

ARTICLE 8
INJURY LEAVE AND INDEMNIFICATION

8.01 Whenever a member of the Fire Department covered by this Agreement is incapacitated from duty because of an injury sustained in the performance of his duties, he shall be entitled to injury leave as prescribed by the General Laws of Massachusetts.

8.02 Upon application by an employee, or in the event of the physical or mental incapacity or death of such employee, by someone in his behalf, he (the employee) shall be indemnified as prescribed in the General Laws of Massachusetts.

8.03. Upon notification of an employee of an injury sustained on duty and for the attendant benefits under Article 8, the Fire Chief shall review and report to the Town Administrator, within a reasonable period of time, whether he believes the reported injury was sustained in the line of duty. The Fire Chief shall inform the affected employee in writing of his recommendation or provide the employee a copy of the Chief's report to the Town Administrator.

If the report and recommendation by the Fire Chief supports the contention that the reported injury was sustained in the line of duty, the Town Administrator shall implement the appropriate payroll and employee leave procedures. Additionally, within a reasonable period of time from receipt of the Fire Chief's report and recommendation, the Town Administrator shall forward the request for indemnification to the Board of Selectmen. The Board of Selectmen shall act upon the request within a reasonable period of time. Once the Board of Selectmen have acted upon the request, the Board shall cause a copy of their decision to be forwarded in writing to the affected employee.

The Board of Selectmen shall act upon indemnification requests as medical expenses and time lost are reasonably incurred.

Upon approval of the initial injury application, the Fire Chief and/or Town Administrator will assume the coordination of billing procedures with the vendor. Final decision on indemnification however, is the responsibility of the Board of Selectmen pursuant to MGL Chapter 41, Sections 100 and 111F.

The employee shall provide medical documentation of their injury upon the initial filing of a claim for Injured on Duty (IOD) indemnification. This documentation shall include details from the medical provider giving the reason for the inability to work, and an estimate of the time the employee shall be out of work. It will also include the date of the next appointment related to the injury, whether it is with the initial medical provider or a subsequent visit with a specialist. This documentation shall be provided to the Town as a result of a visit with any medical provider for the specific injury.

8.04 Subject to the conditions set forth in this section, the Fire Chief may require an employee on injured on duty (IOD) status, or an employee on sick leave status may request, to perform light duty,

defined as work heretofore performed by members of the Wilbraham Fire Department represented by Local 1847 and which does not displace any members' daily work within the Fire Department, as long as light duty is available and the employee is qualified to perform such light duty.

Light duty is intended for injured employees who are expected to return to full duty within a reasonable amount of time and shall be a part of the rehabilitative process and not a form of retraining for a new career. Light duty will require the employee's and Town's physicians to agree that the employee is physically capable of performing the light duty assignment and that it will not jeopardize, aggravate or retard his/her recovery. If the physicians disagree, then a third physician, agreeable to both the Town and the employee, shall, at the Town's expense, examine the employee and render a written medical opinion as to the employee's fitness to perform this light duty assignment.

Employees on light duty assignment shall not be included in any calculation which determines shift complement and shall work their normal schedule including nights until 10:00 P.M. However, if a holiday falls during the employee's normal schedule, the employee shall not be required to be on duty. The employee shall be eligible for all rights and benefits without proration provided under this contract. The Town shall make accommodations for rehabilitation of the employee's injury. The light duty uniform shall be mutually agreed to by the employee and the Fire Chief.

If in the opinion of the employee's treating physician there is a significant change in the employee's medical condition that warrants a reevaluation of light duty status, including the employee filing a completed application for disability retirement with the Retirement Board, the Town shall remove the employee from light duty status. The employee shall be placed on his previous duty status until such time the matter is resolved. Such notice shall be in writing from the treating physician.

ARTICLE 9 SICK LEAVE

9.01 All employees shall, when entitled thereto, be granted sick leave of one and one-quarter (1¼) tours for each month of service without loss of pay. Sick leave allowance not used may be accumulated without limit. The term "tour" used in this Section shall be defined as any tour or any portion of a tour not worked unless substituted for by another employee. A tour for the purpose of this Article shall be defined as any day or night an employee is scheduled to work.

Sick leave is defined as time off requested by the employees for a bona fide personal illness or injury, or for compensation prior to indemnification of a work related injury or illness by the Board of Selectmen.

Up to forty-eight (48) hours of accrued sick leave may be used to care for an immediate family member during the benefit year. An immediate family member shall be a parent, spouse, child or dependent living at the same address of the employee.

9.02 An employee who has exhausted his/her sick leave, or someone on his/her behalf, may request in writing an advance of additional sick leave. Such requests will be reviewed for approval or rejection, with or without conditions, by the Board of Selectmen who will consider the employee's record as a whole, including length of service, use of sick leave in the past and such submitted medical information as may be appropriate.

It is further understood that, on the request of an employee, the Union shall have a right to participate actively on his or her behalf in any session to consider such requests by a duly authorized representative of the Town.

9.03 Upon death or retirement, accrued sick leave up to and including one hundred and twenty (120) tours of duty will be paid by the Town at the regular pay of a member of the bargaining unit at fifty percent (50%) of the amount accumulated. This will not apply to any sick leave that may be advanced to an employee under Section 9.02. To convert existing sick leave, which the employee has on the books, the number of accumulated sick leave tours will be multiplied by twelve (12) (except for employees on a different work schedule) to convert them to hours.

All employees planning to retire in a given fiscal year must notify the Town Administrator by January 1 of the previous year. Failure of timely notification will result in the delay of sick leave buyback benefit payments for one (1) fiscal year. The town will have authority to make exceptions to this rule without establishing past practice. This provision will not be applicable to disability retirements.

9.04 A physician's certificate satisfactory to the Town can be required by the Chief of the Department after an employee is out of work for two (2) consecutive working shifts for sick leave only.

9.05 In the course of the current contract year, if an employee uses a total of four (4) sick tours or less, he will be granted one (1) additional personal tour in the following year of the contract.

9.06 It is understood that if an employee is scheduled to work and calls out sick prior to the start of his or her shift, they will be charged the hours for which they are out sick. Sick leave may be used on an hourly basis. It is understood that when using sick leave hours on an hourly basis, a minimum of four (4) hour increments will be utilized. When calling out sick, the employee shall indicate to the Shift Officer if there is a possibility of him or her returning to work later in their tour of duty and if needed, overtime will be filled subject to the possibility of the employee's return. If the employee so notifies the Shift Officer of the possibility of his or her return to work later during the tour of duty, such return will be at the discretion of the Fire Chief.

ARTICLE 10
BEREAVEMENT LEAVE

10.01 Each employee may be granted leave with pay in the event of a death in his immediate family. If the death in the family of an employee is that of a father, mother, spouse, child, step-child, brother, sister, current mother-in-law, current father-in-law, grandparents, step father, step mother, step grandmother, step grandfather and step siblings of either side, the employee shall be granted bereavement leave with full pay not to exceed three (3) regularly scheduled working tours provided such leave not exceed more than one (1) tour beyond the date of the funeral of the deceased. In the event of a delayed service, one (1) of the total of three (3) tours may be held to be requested for use when the service for the deceased is held on a later date. A written request for bereavement leave and appropriate documentation shall be submitted to the Chief or his/her designee. The Chief may extend the above bereavement Leave by one (1) full tour for extenuating circumstances.

10.02 If the death in the family of an employee or spouse is that of an uncle or aunt, the employee shall receive up to two (2) tours of leave, provided further that such tour of leave is the employee's regular working tour and is taken to attend the funeral of such relative.

ARTICLE 11
UNIFORM ALLOWANCE, ETC.

11.01 The Town of Wilbraham shall provide each member of the bargaining unit with the following items:

- (1) Firefighter Protective Clothing meeting NFPA Standards
- (2) Uniform Hat (Dress)
- (3) Badges
- (4) Winter Jacket
- (5) SCBA eye glasses (if necessary)

The Town will replace these items when necessary.

11.02 The Town shall issue the items 1, 2, 4 & 5 to newly hired personnel prior to reporting for duty. The Town supplies and maintains bedding, blankets, sheets, spreads, and pillow cases.

11.03 Members of the Bargaining unit who have served the Town for three (3) or more consecutive years will receive a clothing allowance check during the first pay period in August. This check will be the total amount due bargaining unit members for the Fiscal Year. The following are department-approved items:

- 3 Long sleeve shirts
- 3 Short sleeve shirts
- 3 Work pants
- 1 pair of boots
- 4 Tee shirts
- 1 Belt
- 1 Sweatshirt
- 1 ball cap

The Chief will adjust the amount annually to reflect vendors' costs determined by the price of the department-approved items. The amount for fiscal 2003 will be \$509.00 for Privates and \$562.00 for Captains. The Chief will determine the design and type of clothing to be worn while on duty. This allowance will never be lower than the previous year.

11.04 The Chief may order a uniform item replaced when it poses a safety hazard or is in poor condition, presenting an unprofessional image.

11.05 Personnel who have not served the Town for three consecutive years will be issued the items listed in article 11.03. The Chief will determine design and type of clothing to be issued. The Town will replace these items when damaged or destroyed in the line of duty during this three year period.

11.06 For those personnel who have not served the Town for three (3) consecutive years, there shall be no carry-over of unused allowance from one year to another.

11.07 Upon completion of three (3) full years of service, the Town shall furnish each member with one (1) Fire Department dress uniform prescribed by the Chief. It is understood that off-duty members of the bargaining unit will continue to wear the uniform on appropriate occasions, when they are acting as formal representatives of the Department as determined by the Chief. Such occasions shall not include the daily reporting for duty.

ARTICLE 12 BULLETIN BOARDS

12.01 The Union shall be permitted the right of a reasonable amount of space for placing notices on bulletin boards in all of the buildings of the Fire Department. Such notices may include information relative to Union office elections in addition to general Union business notices, but not relative to public elections. The Chief of the Department may cause notices to be removed if he finds them offensive or not in the spirit of the intent of this clause.

ARTICLE 13
UNION ACTIVITY PROTECTED

13.01 Except for the right to strike, which is hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union to the citizens on issues which affect the welfare of its members.

13.02 The Union has the right to use the station for meetings subject to approval by the Chief or his designee.

ARTICLE 14
UNION BUSINESS LEAVE

14.01 Any Union officer or duly elected delegate shall be granted leave from duty, with no loss of wages or benefits and without the requirement to make up said loss of time, to attend state and national conventions, State Association meetings and educational seminars, this time not to exceed ten (10) tours in one (1) year.

Said leave shall not obligate the Town to pay overtime on more than four (4) of said tours of leave during the course of any calendar year; provided, however, said restriction shall not apply where the overtime occurs on a four man (officer plus three firefighters) shift or where the Union official is an officer who is replaced by an officer.

14.02 The members of the negotiating committee of five (5) shall be granted leave from duty with no loss of wages or fringe benefits and without the requirement to make up said loss of time, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place during such time when members of said committee are scheduled to be on duty. This time is not to be included in the computation of the ten (10) tours aforementioned.

14.03 Up to 48 hours of union business leave can be taken in hourly increments by the President.

ARTICLE 15
HEALTH AND SAFETY

15.01 A committee representing Local 1847 shall meet with the Chief of the Department at least once a month or when necessary to discuss and make recommendations for improvements of the general health, safety and sanitation of the stations and its employees.

15.02 The Town shall provide and maintain as a minimum, and at its own expense, in each fire house and on all equipment and apparatus, such sanitary, safety and first aide devices and equipment required by all local, state and federal laws, rules and regulations as the same now exist or may hereafter be amended. It is presumed that all members of the bargaining unit will use said devices in the appropriate circumstances.

15.03 When the Head Mechanic or the Assistant finds any piece of apparatus or equipment which is unsafe or in need of substantial repairs, or which would endanger the life or limb of any firefighter or the public by its operation, such Mechanic or the Assistant shall notify the Chief of the Department or his designee and the officer in charge in writing who will deem said equipment out of service until satisfactory repairs have been made, unless he has good and sufficient cause not to do so. In the event the shift officer deems any piece of equipment out of service, the Chief of the Department or his designee will be notified immediately. No firefighter will be compelled to operate or utilize any unsafe equipment that is deemed out of service.

15.04 The Town and the Union, in consultation with the departmental Medical Director, will develop a schedule of physical examinations for firefighters consistent with the wellness standards promulgated by the state.

The medical report shall be maintained by the Town on a confidential basis, and shall not be provided to persons other than appropriate government official without the express written consent of the firefighter. A firefighter who is examined shall, upon written request, receive a copy of the report upon its completion by the doctor.

15.05 The Town and the Union agree to the importance of physical fitness for all members of the Department. The bargaining unit agrees to participate in the development and implementation of a voluntary physical fitness program.

ARTICLE 16 HOUSE DUTIES

16.01 All members of the firefighting force of the Department shall perform all firefighting duties required of them by their superior officers. The daily checking of apparatus necessary for efficiency, safety and cleanliness will be done by the on-duty shift for each station. All firefighters shall perform light housekeeping assignments as are necessarily incident to keep the firehouse clean and orderly. The officer in charge at each fire house shall apportion all work among subordinates as equitable as practicable.

16.02 The employees shall maintain the fire stations, their contents and shall perform minor painting and repairs on the fire stations and apparatus in addition to previously mentioned light house keeping assignments. All automotive repairs are to be performed by qualified departmental personnel.

16.03 The employees shall not be required to maintain the paved and parking areas around the grounds of each fire station, with the exception of occasionally and reasonably washing them down. The employees shall not be required to cut the grassed areas around the fire stations.

ARTICLE 17
SPECIAL DETAILS

17.01 "Special details" shall be deemed to include all duties or assignments outside of the regularly scheduled daily routine and shall include, but not be limited to, all burning details, standby details, firewatch details, all other Town functions requiring the presence of a firefighter.

17.02 When immediate manpower is required, on-duty personnel are to be relieved by special detail employees of the Fire Department. This is to insure an immediate response to any emergency in the Town of Wilbraham. This is not to be construed as an elimination of special details.

17.03 Personnel called back to perform special details shall be compensated at one and one-half (1 1/2) times a Captain's basic hourly rate of pay for a minimum of four (4) hours, with the exception of Sundays and holidays identified in this agreement, which shall be compensated at two (2) times a Captain's basic hourly rate of pay for a minimum of four (4) hours. However when personnel are called back to perform special details paid directly by the Town of Wilbraham, their compensation shall be based on their own basic hourly rate of pay multiplied by the factors stated earlier in this paragraph. All time beyond the minimum shall be computed at the appropriate hourly rate in one quarter (1/4) increments as follows:

0-15 minutes -- one-quarter hour
16-30 minutes -- one-quarter hour
31-45 minutes -- one-quarter hour
46-60 minutes -- one-quarter hour

Effective June 21, 2004 the "hourly rate" for special details in this Article 17.03 will be computed based on a 37 and one half hour workweek.

17.04 Compensation for said Article shall commence when the employee reports for duty.

17.05 When any off-duty employee is required to go to court as a representative of the Town of Wilbraham, compensation for said court time shall be at the rate of one and one-half (1 1/2) times their basic hourly rate with a minimum of two (2) hours and all time beyond shall be computed as follows:

0-15 minutes -- one-quarter hour
16-30 minutes -- one-half hour
31-45 minutes -- three-quarter hour
46-60 minutes -- one hour

17.06 An employee who is called to and reports for jury duty shall have his regular salary continued for four (4) days during the period of jury service. The employee will be paid only for time lost on regularly scheduled work days. In order to receive payment for jury time, the employee must

give the Town prior evidence of the summons and must furnish satisfactory evidence from the Clerk of Court of the time served and amounts paid. Jury pay, when received from the government, is to be paid over to the Town, which shall return to the employee any amount earned on days the employee was not scheduled to work, plus any amounts constituting expense payments. Nothing herein shall be applied so that an employee shall receive in jury pay and regular pay more than his normal wages. In order to receive benefit of the provision, employees, if there are more than two (2) hours remaining for that shift, are expected to report whenever they are released from jury duty to complete the remainder of their scheduled shift; if there are less than two (2) hours the employee shall make a telephone status report to the Chief or his designee. This Article does not apply in cases where the employee voluntarily applies for jury duty.

ARTICLE 18 OVERTIME

18.01 Firefighting employees working in excess of prescribed hours in the normal work week schedule as described in Article 5, Paragraph 5.02., of this Agreement, either per tour or per week, shall be considered overtime. All employees required to work overtime shall be compensated at an hourly rate of one and one-half (1½) times their normal hourly rate.

No firefighter is to work in excess of twenty-four (24) hours without at least ten (10) hours off duty. Employees working their second day tour shall be permitted to work the night tour of that day if fit to do so in the decision of the Chief or his designee, whose decision shall be final and not subject to the grievance procedure.

Department members who work beyond twenty-four (24) hours and under the maximum of thirty-eight (38) hours must have at least a ten (10) hour break of scheduled work. This is not to include training, meetings, special details and emergency call back. Other specific activities maybe approved by the Chief/designee. The maximum of thirty-eight (38) hours shall be applied regardless of the reason for working thirty-eight (38) consecutive hours for the Wilbraham Fire Department. The thirty-eight (38) hour limit includes but is not limited to any reason including swapping of shifts (see for example Article 5.04).

18.02 All employees called back for duty within the meaning of the term "call back for alarm or emergency" shall be paid at overtime rates and shall receive a minimum of three (3) hours of pay at the overtime rate herein scheduled and established. For all hours worked in excess of three (3) hours, employees shall be compensated at overtime rates for the number of hours or one-quarter (¼) hour increments worked.

18.03 The above-mentioned minimum pay applies to those firefighters covered by this Agreement who have actually finished their regular scheduled tour of duty and does not apply when a regular scheduled tour of duty is extended because of an emergency. When a tour is extended because of an emergency situation, the rate of compensation shall be one and one-half times the hourly rate beginning with the first minute of overtime.

18.04 Double time compensation will be paid for fill-in overtime on Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

18.05 For purposes of Fair Labor Standards Act overtime calculation, the payroll period shall be a twenty-eight (28) day period.

ARTICLE 19
PERSONAL LEAVE

19.01 Effective on the first day of this contract and annually thereafter, in addition to other leave provided herein, employees shall be eligible for three (3) personal leave tours without loss of compensation.

19.02 Personal leave may not be accumulated. The Chief/designee must grant approval of personal leave. As a general rule, personal leave must be taken in full tours and submitted at least one full tour in advance. However, a tour may be converted to 12 hour increments that can be taken hourly unless it shall cause [the need for] overtime, in which case it must be taken in three hour minimum increments. Emergency personal leave maybe requested with less than one full tour advanced notice and shall be submitted to the Chief/designee.

ARTICLE 20
COLLEGE CREDITS INCENTIVE

20.01 The Pay Incentive Program for the regular full-time members of the Wilbraham Fire Department is an incentive for furthering their education in the field of Fire Science and Emergency Medical Services.

20.02 This Article is not to be construed as acceptance by the Town of any existing State statute nor any that may be adopted by the legislature in the future.

20.03 Pay incentive shall be given by the Town to such regular full-time members of the Department for semester credits and degrees earned in an accredited education institution leading to a degree in the field of firefighting and/or Emergency Medical Services, documented by an official transcription from the educational institution.

20.04 Pay incentive will not be construed to be part of an employee's base pay and will be paid by the Town in accordance with the following pay schedule:

<u>College Credits</u>	<u>FY 2002</u>
15	2.0%
30	3.0%
45	4.0%
60	5.0%
75	6.0%
90	7.0%
105	8.0%
120/BS	10.0%

To be eligible for payment during a fiscal year, newly earned college credits must be reported to the Town by the preceding January.

20.04.1 For all new hires after July 1, 2014 the pay schedule shall be as follows (and 20.04 above does not apply):

Associates Degree in Fire Science or Emergency Medical Service \$2500
 Associates + 15=\$3000
 Associates + 30=\$3500
 Associates + 45=\$4000
 Bachelors Degree in Fire Science or Emergency Medical Service =\$5000

20.05 Said annual increments will be paid semiannually in the months of June and December.

20.06 The Chief may grant leave with pay for education purposes to attend schools, conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certification, skills and professional ability. Any course work subsidized by the Town through educational leave or payment of fees, expenses, or wages, will not be eligible for the benefit of this Article.

20.07 Course work through national or state accredited fire academies that are not college credited courses count toward this benefit using the formula that 40 contact hours equal three credits. Accumulation of contact hours will begin on July 4, 1996, and will not be retroactive to any earlier date. This benefit will not be paid for basic training.

ARTICLE 21
LONGEVITY BENEFIT

21.01 Effective July 4, 1989 a longevity benefit is established. The longevity benefit will not be construed to be part of an employee's base pay. Effective July 1, 2004, upon an employee's anniversary date, an amount shall be paid based upon the following schedule;

5 but less than 10 years of service-	1.5% of base pay
10 but less than 15 years of service-	2% of base pay
15 but less than 20 years of service-	2.5% of base pay
20 but less than 25 years of service-	3% of base pay
25 or more years of service-	3.5% of base pay

ARTICLE 22
WAGES

22.01 Effective July 1, 2017 until June 30, 2018, the hourly rate shall be as follows for the duration of this Agreement (the weekly rate is based on 42 hours):

FY 2018 (7/1/2017)¹	Firefighter	Captain
Step One	\$23.33	\$29.86
Step Two	\$23.95	
Step Three	\$24.58	
Step Four	\$25.21	
Step Five	\$25.85	

Effective July 1, 2018 until June 30, 2019, the hourly rate shall be as follows for the duration of this Agreement (the weekly rate is based on 42 hours):

¹ Arithmetic for the wage schedules for Fiscal Year 2018, 2019, and 2020 set forth in Article 22, Section 22.01 is subject to verification by the Town and the Union.

FY 2019 (7/1/2018)²	Firefighter	Captain
Step One	\$23.79	\$30.45
Step Two	\$24.43	
Step Three	\$25.07	
Step Four	\$25.72	
Step Five	\$26.36	

Effective July 1, 2019 until June 30, 2020, the hourly rate shall be as follows for the duration of this Agreement (the weekly rate is based on 42 hours):

FY 2020 (7/1/2019)³	Firefighter	Captain
Step One	\$24.27	\$31.06
Step Two	\$24.92	
Step Three	\$25.58	
Step Four	\$26.23	
Step Five	\$26.89	

- Fire Prevention Officer: The Town and the Union agree that this will be at the rank of Captain and that person will work a Day Schedule.
- Training Officer: 8% of the base pay then being paid to the person so designated.
- Head Mechanic: 8% above the base pay then being paid to the person so designated.
- Assistant Mechanic: 4% above the base pay then being paid to the person so designated.
- Assistant Fire Prevention Officer: 4% above the base pay then being paid to the person so designated.
- EMT Coordinator: 12% above the base pay then being paid to the person so designated.

² Arithmetic for the wage schedules for Fiscal Year 2018, 2019, and 2020 set forth in Article 22, Section 22.01 is subject to verification by the Town and the Union.

³ Arithmetic for the wage schedules for Fiscal Year 2018, 2019, and 2020 set forth in Article 22, Section 22.01 is subject to verification by the Town and the Union.

EMS Coordinator:

Effective on a date of the Town's choosing, the Town and the Union agree that this position shall be at the rank of Captain and that person will work a daytime schedule. Upon implementation, the 12% stipend referenced above for EMT Coordinator shall be null and void. Article 27 Promotional Procedures shall be used to fill this position. This position shall be at the Paramedic level.

EMS Coordinator/Fire Training Officer:

Effective on a date of the Town's choosing, the Town and the Union agree that this assignment shall be given to an employee at the rank of Captain and that person will work a daytime schedule.

Upon implementation, the 12% stipend referenced above for EMT Coordinator, and the 8% referenced above for Training Officer shall be null and void.

The assignments of EMS Coordinator and Training Officer will be eliminated and replaced with EMS Coordinator/Fire Training Officer. Article 27 Promotional Procedures shall be used to fill this assignment. This assignment shall require the Captain to be certified at the paramedic level in order to be eligible for the assignment.

22.02 The following compensation will be provided to employees who obtain and maintain certification. The percentages shown are percentages of base pay. Payment for each level of certification will begin when the department begins offering that level of service.

<u>EMT Level</u>	
EMT... ..	10%
EMT-Advanced	14%
Paramedic	16%
Paramedic with at least 5 years of service as a Paramedic with the Wilbraham Fire Department (effective July 1, 2012).....	18%

22.03 After providing the Union and members of the bargaining unit with at least ninety (90) days notice and no earlier than January 17, 2018, the Town shall institute a bi-weekly payroll for all members of the bargaining unit.

ARTICLE 23
EMERGENCY MEDICAL TECHNICIAN

23.01 All regular full-time employees of the Fire Department shall be certified and maintain certification as Emergency Medical Technicians (EMT's). All firefighters must maintain the highest EMT level achieved.

Employees who receive EMT training when they are off duty shall be compensated at time and a half for department-approved training and shall receive at least 3 hours of compensation.

23.02 Subject to budgetary limitations and/or availability of personnel, the Town will make reasonable efforts to provide a minimum of fifteen (15) hours of Emergency Medical Services (EMS) or National Continued Competency training and CPR Refresher as required. The CPR Refresher will be conducted on each shift where practical, and the fifteen (15) hours of EMS or National Continued Competency training will be scheduled through the twelve-month period (excluding July and December). One month's advance notice of scheduled training, and advance OEMS approval, will be sought for the training. The Town will pay the National and Massachusetts registration and recertification fee for all EMS levels.

23.03 The Town agrees to implement a program to train sufficient numbers of Firefighters for Paramedic certification in order to provide that level of service, subject to Article 3 (Management Rights). Training will be offered to all members of the department. The Town will pay for all books, materials, and fees for two attempts at obtaining certification. Upon certification, the Town will pay the employee a \$5,000, one-time stipend. This payment is intended to compensate the employee for time spent training outside of the employee's scheduled tours and for travel expenses. Employees who obtain certification under this program but leave the department within five years will repay a portion of the stipend, prorated at \$500 per year.

A maximum pay of twelve (12) hours of off-site EMS training will be allowed each year. For all off-site education, all members must complete an EMS Training Request Form and submit this form to the Chief's Office for approval prior to the class. The Town will make provisions for the Advanced Cardiovascular Life Support (ACLS) and Pediatric Advanced Life Support (PALS) courses, following the state and national mandate, as require for continued employee certifications.

The Chief will have flexibility to limit, through the choice of the highest scoring candidates in a competitive examination, the number of employees trained at any one time to ensure that costs do not exceed funding available from the ambulance receipts account or other sources outside of the Town's general fund.

Twelve hours of off-site continuing education related to EMS will be allowed each year. The Town will make provisions for EMS "refresher" courses, following the state mandate, as required for continued employee certification once those levels of service have been established. The same training program will apply when the department seeks to implement paramedic service.

ARTICLE 24
WORKING OUT OF GRADE

24.01 Employees of the Fire Department who are acting in the position of Captain or Deputy Chief shall be compensated at the rate of 10% of his/her base pay for all hours worked.

If any employee works in these positions for sixty (60) or more calendar days, then the employee shall receive an additional increase of a minimum five percent (5%) but in no case shall the compensation be more than that compensation for the position in which the employee is acting.

24.02 When the responsible person (Captain or Private) is made active (permanent) Captain, Deputy Chief or Chief, his time in temporary rank shall count toward his seniority (time in grade) for the purpose of reaching his maximum pay, if and when he is appointed to a higher rank. Under this provision, time spent as shift commander with the designation of Lieutenant shall count toward seniority (time in grade) for the purpose of reaching maximum pay, if and when the employee is appointed to the rank of Captain.

24.03 In the event that an officer is needed on a tour, the Chief or his designee shall authorize the senior member on the Fire Department that is working on that shift with proper qualifications to take over the duties of said shift and fill the position of acting officer, without displacing the acting officer on that shift. During the tour in which the private is serving as shift commander, he shall be designated as "Lieutenant", and compensated under Section 24.01.

24.04 All Privates or Captains who are ordered to a higher rank for an extended period of time will be done so in writing by the Chief or his designee and such order shall be posted.

24.05 After an officer is out of work for fifteen (15) consecutive working tours, not to include vacation or personal time, the acting officer will be temporarily promoted to shift officer until the return of the assigned shift officer and will be covered under this Article. In the event that the assigned shift officer does not return to duty for whatever reason, the temporary officer will continue in that capacity until the vacancy is filled as prescribed in Article 27.

ARTICLE 25
POSITION AND CLASSIFICATION

25.01 For the duration of this Agreement, there shall be designated, at additional compensation as prescribed in Article 22, members of this bargaining unit who will perform the functions of Training Officer, Head Mechanic and EMS Coordinator. When a Captain is assigned to the EMS Coordinator/Fire Training Officer function, please refer to Article 22.01.

25.02 The Town may appoint additional bargaining unit members to the assistant mechanic and assistant fire prevention positions, such appointments or removals to be at its discretion but subject to the compensation as prescribed in Article 22.

It is understood that the Town may subcontract mechanic work only in cases where the Department lacks the skills, time, manpower or equipment to do the work with reasonable speed, efficiency and cost.

25.03 The appointees under this Article will work their normal tours of duty, and while serving such, will perform such additional duties as their titles may provide.

25.04 In the interest of having reasonably accurate job descriptions in the department, but not to add responsibilities or increase pay, the Town will develop such descriptions in consultation with the Union. Once agreed, revisions to the written descriptions will be made only by mutual agreement.

ARTICLE 26 SENIORITY

26.01 Seniority means an employee's length of continuous service with the Town since his or her last date of hire.

26.02 New employees hired after the date of this contract shall be considered probationary for twelve (12) months or completion of the Massachusetts Fire Academy recruit training program or basic recruit training approved by the Chief, whichever is later; and during which time no discharge, discipline or transfer shall be subject to the grievance procedure in Article 30.

26.03 If the Board of Selectmen wishes to terminate a probationary employee, said employee will be granted an opportunity to address the Board of Selectmen. The Executive Board of Local 1847 shall be notified by the Town, through the president of the union, if a probationary employee is scheduled to meet with the Town Administrator to discuss his/her termination from employment.

26.04 Every twelve (12) months, the Town shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. Where two or more employees have the same date of permanent appointment, employees with time in auxiliary or call status with the Department will be listed first, others according to alphabetical order.

26.05 An employee's seniority shall be terminated and his or her rights under this Agreement forfeited for the following reasons:

Discharge for cause, resignation or retirement.
Exceeding eighteen months on layoff.

An employee shall have deducted from his or her continuous service all time any employee is suspended from the Department, said time not to be deducted until all appeals are settled or the employee returns to the Department, whichever comes first.

26.06 In the event it becomes necessary to lay off employees for any reason, layoffs shall be conducted within a classification in the inverse order of the employee's seniority.

26.07 Employees who are on layoff shall be recalled for available jobs in their rank in accordance with their seniority in the reverse order from which they were laid off, provided the employee passes the Fire Department physical at the time of recall, if required.

26.08 To the extent practicable, seniority in the bargaining unit will apply to the assignment of overtime.

26.09 To the extent practicable, seniority in the bargaining unit will apply to choices of vacation schedule in accordance with provisions of Article 7.

26.10 Transfers between shifts shall be made by seniority and the employee being transferred shall be given a minimum notice of fifteen (15) working tours before any transfer becomes effective. During the first 36 months after an employee is hired, no transfer shall be subject to the grievance procedure in Article 30.

ARTICLE 27 PROMOTIONAL PROCEDURE

27.01 When a bargaining unit position above Firefighter becomes vacant, within the department, and to include the position of Deputy Chief for the purposes of this Article, such vacancy shall be posted in a conspicuous place in the headquarters' station listing the following:

- (1) Date of posting
- (2) Job title
- (3) Salary
- (4) Example of duties
- (5) Qualifications
- (6) Closing date for applications
- (7) Person to whom applications should be made

Any notice of vacancy shall remain posted for a period of not less than seven (7) calendar days. Employees in the bargaining unit who are interested shall apply in writing within the posting period.

When filling the above positions above Firefighter, the Town shall use the procedures outlined in this Article and shall fill from within the bargaining unit.

27.02 A promotional list, consisting of ranking of all candidates for positions above Firefighter, shall be developed utilizing the following factors and weights.

- Work record, experience and length of service (35%)
- Assessment Center (including a written examination) (35%)
- Oral interview (20%)
- Education (10%)

The Town may waive the requirement for a written examination if there are less than four candidates for promotion to a position above Firefighter. In cases where the written examination is waived, its percentage weight shall be distributed among the remaining factors proportionately.

27.03 Written and oral examinations required under this Article shall be impartial and should reasonably relate to those matters which fairly test the candidate to discharge the duties of the position to be filled.

27.04 Written examinations shall commence not earlier than 9:00 A.M. nor later than 7:00 P.M. and will not be scheduled on any Sunday or observed holiday. The study time for promotional exams will follow the recommendations of the assessment center, but such study period shall not be less than a minimum of two (2) months.

Selection of Assessment Center

Subject to Chapter 30B of the Massachusetts General Laws, the parties agree that the selection of the Assessment Center will be by a committee consisting of the Town Administrator, the Fire Chief, one member of the Board of Fire Commissioners, one Captain and one Private (not applying for the vacant position). The purpose of the committee is to review proposals from possible vendors for the Assessment Center portion of the Promotional Process.

27.05 Oral interviews shall be conducted by a panel acceptable to the Board of Selectmen. To the extent possible the panel should include, at a minimum, the Town Administrator, Fire Commission member and an expert in the field of fire services who is not a resident of Wilbraham.

27.06 The Board of Selectmen shall make promotions to positions above Firefighter to qualified applicants after due consideration of the candidate's standing on the promotional list. Each candidate shall be notified of their final score on the promotional list and their relative standing on said list.

All employees promoted above the rank of Private shall receive formal officer training at the State Fire Academies Officer I Skills Development Program or equivalent.

ARTICLE 28

Reserved for future use.

ARTICLE 29 VALIDITY OF AGREEMENT

29.01 In the event any Article, Paragraph or Section of this Agreement should be held invalid and (unenforceable by any Court of competent jurisdiction) such decision shall apply only to the specific Article, Paragraph or Section thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Paragraph or Section thereof.

ARTICLE 30 GRIEVANCE PROCEDURE

30.01 Any grievance or dispute which may arise between the Town and any member of the bargaining unit of the Union regarding the interpretation or application of any provision of this Agreement or the Town-approved rules and regulations of the Department shall be initiated and processed by the Union according to the following procedure:

- Step 1: The Union representative (Shop Steward) will present the grievance in writing within seven (7) calendar days of the date the matter grieved occurred or reasonably should have been known by the affected employee(s) to the designated officer of the fire house where the grievance took place. Within forty-eight (48) hours, the designated officer will meet with the Steward and the aggrieved employee to discuss and attempt to resolve the grievance. If the grievance is not then settled, it may be presented to Step 2 within seventy-two (72) hours (exclusive of Saturdays, Sundays and holidays), from the time the answer from the designated officer is due.
- Step 2: Within seventy-two (72) hours of the presentation of the grievance to Chief (exclusive of Saturdays, Sundays and holidays), the Chief shall meet with the Grievance Committee of the Union to discuss and attempt to resolve the grievance. In the event the grievance cannot be satisfactorily adjusted within seven (7) calendar days of its presentation to the Chief, the Union, within an additional four (4) days (exclusive of Saturdays, Sundays and holidays), may present the grievance to the Town Administrator.
- Step 3: Within ten (10) calendar days after the presentation of the grievance to the Town Administrator, the Union and the Town Administrator will meet to discuss the grievance and attempt to adjust the matter. The Town Administrator shall respond

in writing to the grievance within ten (10) calendar days after the date of the meeting. In the event the Union is not satisfied, it may, within seven (7) calendar days from the date the answer is due, present the grievance to the Board Of Selectmen.

Step 4: Within fourteen (14) calendar days of its presentation, the Board of selectmen and Union will meet to discuss the grievance and attempt to adjust the matter.

The Board of Selectmen shall respond in writing to the grievance within fourteen (14) calendar days after the date of the meeting. In the event the Union is not satisfied, it may, within thirty (30) calendar days from the date the answer is due, initiate final and binding arbitration under the rules of the American Arbitration Association.

30.02 All references herein to the Chief, the Town Administrator and the Board shall be deemed to include those persons filling those positions, those persons holding the position on an acting basis, or their designees, as the case may be.

30.03 The parties hereto shall share equally in the cost of the arbitration proceedings. All participants in the procedures of the Article, including the arbitrator shall apply the concept of reasonableness and fairness and be governed by applicable provisions of this Agreement in performing their functions.

30.04 Any adjustment agreed upon by the Union member and management or the award of an arbitrator shall be final and binding in the parties, pursuant to Chapter 150, Section E.

30.05 The Grievance Committee of the Union shall consist of not more than three (3) representatives of the Union and any time that they or the Steward shall spend in discussion during the working hours shall not result in the loss of regular earnings or benefits.

30.06 The Arbitrator shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

30.07 It is understood that the time limits in this grievance procedure may be extended by mutual agreement of the parties in writing.

30.08 This does not, however, deprive or prevent any employee of his or her personal right to act on his or her own behalf.

30.09 Both parties to this Agreement agree to waive the first and second steps of the grievance procedure in matters concerning the discipline or discharge of any member of the Department. In these matters, the grievance procedure shall be initiated at Step 3.

30.10 Grievances resolved at Step 1 of Article 30.01 shall not be binding precedent on either party of this Agreement.

ARTICLE 31
DISCRIMINATION AND COERCION

31.01 The Town shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, color, sex, age, union membership or union activities, and all persons covered by terms of this Agreement shall receive equal and full protection hereunder.

31.02 The Union agrees that issues or controversies which are subjects of this Article will not become subjects of more than one of the following forums -- civil rights agencies, retirement boards, MLRC, arbitration -- unless mutually agreed to by the parties of this Agreement.

ARTICLE 32
RESIDENCY CLAUSE

32.01 The Town of Wilbraham has an established residence clause of ten (10) miles from any Town of Wilbraham boundary line. This pertains to all employees of the Fire Department and will remain as a standard for any new employees of the Fire Department, who must establish such residency within six months after completion of his/her probationary period. It is further understood that at all times a probationary employee is expected to be available for duty and emergency callback.

ARTICLE 33
SUBSTANCE ABUSE

33.01 The purpose of this program is to establish the fact that the Town of Wilbraham and its employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.

No drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted when there is both reason to suspect drug or alcohol abuse and evidence that this suspected abuse is significantly affecting job performance. It is recognized that drug and alcohol testing constitutes an investigation, and therefore, the employee's Weingarten rights apply with regard to all drug and alcohol testing issues. Alcohol testing shall be permitted based upon the probable cause defined as a standard greater than mere suspicion. Immediate

alcohol testing shall be permitted and the results of such testing shall be held in confidence subject to the Review Committee's decision as hereinafter provided.

The Town shall provide a suspected employee and the Union Steward with a written report evidencing their probable cause, defined as a standard greater than mere suspicion, within a reasonable time in advance of the proposed test.

The employee may initiate a review of the directive to submit a test sample. The Directive shall be reviewed by a Committee of three (3), comprised of one Union designee, one Town designee, and a health professional agreed on by the other two members of the Committee. The town and union agree to designate a review committee member and forward the name of the member to the other party, and further to select a mutually agreed on health professional. Notwithstanding the provisions of Article 33, the Review Committee shall meet regularly beginning in January 2009 and shall develop drug testing procedures for pre-employment, random, reasonable suspicion, return-to-duty and follow-up testing, including:

1. A list of prohibited substances.
2. A description of the sample gathering protocol.
3. A list of the tests to be used.
4. The name and the location of the laboratories used.
5. A list of service agents that work in the drug and alcohol testing program and their responsibilities.
6. What constitutes a refusal to test.
7. Consequences of positive Drug and Alcohol tests (including return to duty testing and follow up testing).
8. Protocols to protect the privacy of the employee and test results.

The Committee will review evidence brought against the suspected employee, and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of the testing be released. If the Committee is not able to meet and/or decide within one week of a drug test directive being given to the employee, the employee will undergo the test and the test results will be sealed by the Testing laboratory pending Committee action.

The test samples will also include a sample which will be designated as an employee sample. Drug testing to be performed is to be the more expensive, highly accurate in nature, so as not to subject the employee to more stress and embarrassment of a possible false positive result of the less expensive test.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the test shall be limited to the employee and only members of Management and Union Officials with a compelling need for this information.

If the Town and the Union fail to agree, the procedures and protocol developed by the Review Committee shall be binding. No drug testing shall be implemented until such procedures and protocol have been developed. The following information shall be provided to the employee directed to undergo a drug test.

1. A copy of the program testing procedures.
2. A description of the sample gathering protocol.
3. A list of the tests to be used.
4. The name and the location of the laboratories to be used.
5. The test results in writing, upon completion, with an explanation of what the results mean.

The directive to submit a test sample shall be based upon facts sufficient to constitute probable cause, defined as a standard greater than mere suspicion, of controlled substance use.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

- | | |
|--------------------|--|
| 1. Balance | sure/unsure/questionable |
| 2. Walking | steady/unsteady/questionable |
| 3. Speech | clear/slurred/questionable |
| 4. Attitude | cooperative/uncooperative/questionable |
| 5. Eyes | clear/bloodshot/questionable |
| 6. Odor of Alcohol | none/strong/questionable |

It is required that the observations of these objective facts by two (2), if possible, supervisory witnesses be documented, along with any explanations by the employee concerning his/her condition.

Probable cause, defined as a standard greater than mere suspicion, shall be based on information of objective facts obtained by the Town and the rational inference(s) which may be drawn from those facts.

The following are a representative but not all inclusive examples of such circumstances.

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents.
3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity, or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If the Review Committee concludes that drug screening by means of urinalysis is warranted, such testing shall be conducted immediately, on Town time. If final procedures and protocol are not followed, employees may refuse to submit to the test without being disciplined. Alcohol testing shall be performed without Committee review based upon probable cause defined as a standard greater than mere suspicion.

If drug testing is warranted, an employee may voluntarily participate in a rehabilitation program as a substitute for drug testing. Said participation is subject to the requirements and obligations of the rehabilitation program and subject to the provisions of this Article.

Rehabilitation programs shall be mandatory to employees with confirmed positive results or to any employee admitting to drug usage. Employees who successfully complete a rehabilitation program approved by the health professional shall be guaranteed no disciplinary action and the right to return to their job. A second and confirmed incident of drug usage within five years, however, shall be just cause for dismissal. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

The Town will not implement a testing program until an Employee Assistance Program is in place has been identified and operable. Furthermore, no testing program will be implemented until all procedures have been mutually agreed to by the parties including but not limited to, independent medical personnel, testing procedures, gathering protocol, tests, laboratories and protection of privacy.

It is the intention of this Article that an employee who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether on an outpatient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued sick leave available. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements may be a basis for termination of employment.

The employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during that period of one (1) year yields a positive result, the employee may be immediately subject to disciplinary action which may be termination of employment.

The town shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

It is agreed that the Parties will make every effort to protect privacy and confidentiality. The Parties will develop a specific plan to protect privacy.

The parties recognize that certain individual rights may be modified by this Agreement, but also recognize that the parties are not able to abridge or modify certain individual rights. To those individual rights not modified or abridged by this Article, the parties understand that the employee's individual rights are not waived and are subject to applicable federal and state law.

ARTICLE 34
MISCELLANEOUS PROVISIONS

34.01 Effective July 1, 2012, all health insurance plans offered to members of Local 1847 shall have a town contribution rate of 68%.

34.02 Effective July 1, 2012, all employees covered by this agreement shall agree to have the town make, and be required to provide the town with a mechanism for, direct deposit of all wages and salary received from the town.

34.03 On-duty Firefighters may make trips to local stores and banks, and may use departmental vehicles for such purposes.

ARTICLE 35
DURATION OF AGREEMENT

35.01 The duration of the Agreement shall be from 12.01 A.M. July 1, 2017, to Midnight June 30, 2020. Either party wishing to terminate, amend or modify this Agreement must so notify the other party in writing no sooner than October 1, 2019, or no later than November 1, 2019. Within ten (10) days of receipt of such notification by either party, a conference shall be held between the Town and Union negotiation committee for the purpose of such amendment, modification or termination.

Signed this day of June 2018, at Wilbraham, Massachusetts.

FOR THE TOWN OF WILBRAHAM
BOARD OF SELECTMEN

FOR LOCAL 1847, IAFF



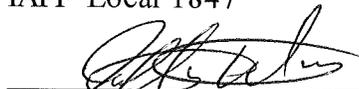
Robert J. Boilard, Chairman
Board of Selectmen



Private Adam Hart, President
IAFF Local 1847



Susan C. Bunnell,
Selectman



Private Jeffrey Witek, Chairman
Negotiating Team, IAFF, Local 1847

Robert W. Russell,
Selectman