AGREEMENT

between

THE TOWN OF WINCHESTER

and

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1564

July 1, 2016 - June 30, 2019

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AGREEMENT

1. **This Agreement entered into the 20TH day of NOVEMBER, 2017, by and between the TOWN OF WINCHESTER, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting through its Board of Selectmen hereinafter called EMPLOYER, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1564, an unincorporated association, its officers and members jointly and severally hereinafter called the UNION, in accordance with the provisions of General Laws, Chapter 150E as most recently amended.**

WHEREAS, under General Laws, Chapter 150E as amended Municipal Employees are given the right to bargain collectively; and

WHEREAS, the Municipal Employer desires to cooperate with its employees under the terms of the enabling legislation;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
Definitions

Bargaining Unit means all permanent paid full-time uniformed Firefighters and uniformed Fire Officers of the Winchester Fire Department, excluding the Chief of the Department.

Employee means each person in the bargaining unit covered by the Agreement.

Overtime Pay means one and one-half (1 l/2) the hourly rate of pay.

Regular Tour of Duty means the number of hours to be worked by an Employee in any one day in accordance with the official departmental working schedules.

Regular Work Week means the period Sunday through Saturday, and shall not be more than 42 hours averaged during the contract period.

Summer Vacation Period means a period of fourteen (14) weeks commencing with the first full week in the month of June.

Length of Service as it relates to vacation eligibility means the total service in the employ of the Municipal Employer, not necessarily continuous. Earlier part-time employment will receive proportional credit, and leave from the Town for active duty in the Armed Forces is credited as service.

Regular Rate means l/4 of a regular work week's pay.

ARTICLE 2
Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of all permanent paid full-time uniformed Firefighters and uniformed Fire Officers employed by the Town for services in the Fire Department, excluding the Chief of the Department.

ARTICLE 3
Affirmative Action

Both parties to this agreement acknowledge that the Town of Winchester is an affirmative action Employer. The Union pledges its support in the Town's efforts to recruit, hire, promote and otherwise not discriminate against applicants or employees on the basis of race, color, religion, national origin, sex, age (except as required by law), disability, sexual orientation, gender identity, genetic information or any other category protected by local, state or federal law.

ARTICLE 4
Negotiations

Both parties to this Agreement acknowledge that they have had a full and complete opportunity to present proposals and negotiate over any lawful bargaining subject. Therefore, both parties agree that, as to any matter over which they bargained or could have bargained, they expressly waive their bargaining rights for the duration of this Agreement; and they shall be governed exclusively by the terms of this Agreement.

The Personnel Policy Guide and the Fire Department Rules and Regulations are not part of this Agreement. Accordingly, when a conflict arises between the Contract language and the language of the Personnel Policy Guide and/or the Fire Department Rules and Regulations, the Contract shall prevail.

ARTICLE 5
Union Dues and Agency Fee

Section 1: Union Dues - During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth, the Employer agrees to deduct Union Membership Dues levied in accordance with the constitution of the Union from the pay of each Employee who executes such form and remit the aggregate amount to the Treasurer of the Union along with a list of Employees who have had paid dues deducted. Such remittance shall be made by the 10th day of the succeeding month. The Union shall provide a security bond satisfactory to the Town Treasurer as provided by law before any check-off becomes effective. See General Laws Chapter 180, Section 17A.

Section 2: Agency Service Fee - Pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit each and every non-affiliated member of the bargaining unit shall 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 from each pay check and may be equal in amount to the sum from time to time received by the Union as their weekly dues.

Section 3: Deduction - The Union dues shall be deducted from the paychecks of the members and agency service fee participants on a weekly basis.

ARTICLE 6
Hours of Work and Wages

Section 1: Hours of Work - The regular work week shall not be more than forty-two (42) hours per week averaged over an eight week cycle. (With the understanding that "Regular Work Week" is accepted -- see Article I, Definitions).

a. Employees will work a twenty-four (24) hour shift work schedule. The twenty-four (24) hour work shift will begin at 8:00 A.M.

b. The work schedule shall consist of 24 hours on duty, 24 hours off duty, 24 hours on duty, and 5 consecutive tours off duty.

c. For the purposes of calculating sick leave, vacations, personal and emergency leave (including but not limited to bereavement leave), a tour of duty shall equal either a ten (10) hour day or fourteen (14) hour night.

Section 2: Salary Schedule

Effective July 1, 2016: A base wage increase of 2.0% over the previous base wage;

	Step 1	Step 2	Step 3	Step 4
Firefighter	51,159	53,284	55,537	56,093
Fire Lieutenant				66,190
Fire Captain				76,286

Effective July 1, 2017: A base wage increase of 2.0% over the previous base wage;

	Step 1	Step 2	Step 3	Step 4
Firefighter	52,182	54,350	56,648	57,215
Fire Lieutenant				67,514
Fire Captain				77,812

Effective June 30, 2018: A base wage increase of 0.5% over the previous base wage;

	Step 1	Step 2	Step 3	Step 4
Firefighter	52,443	54,622	56,931	57,501
Fire Lieutenant				67,852
Fire Captain				78,201

Effective July 1, 2018: A base wage increase of 2.5% over the previous base wage;

	Step 1	Step 2	Step 3	Step 4
Firefighter	53,754	55,988	58,354	58,939
Fire Lieutenant				69,548
Fire Captain				80,157

Effective June 30, 2019: A base wage increase of 0.25% over the previous base wage;

	Step 1	Step 2	Step 3	Step 4
Firefighter	53,888	56,128	58,500	59,086
Fire Lieutenant				69,721
Fire Captain				80,357

For the purpose of calculating weekly compensation of the base pay, the annualized amount of pay is divided by 52. In other items in the Agreement, when the payment is made on a weekly basis, the total amount shall also be divided by 52.

Employees shall be eligible for, and shall receive, the Step 4 base wage rate after four (4) years of service.

The Fire Lieutenant base wage is an established 18% differential above the maximum Firefighter base wage. The Fire Captain base wage is an established 36% differential above the maximum Firefighter base wage.

Section 3: Specialist Stipends - Permanent Firefighters and Fire Officers may be assigned by the Fire Chief at any time to any one of the following additional duties:

a. Lineman, Fire Alarm Supervisor, Mechanic, Assistant Mechanic, Fire Prevention Officer, and Self-Contained Breathing Apparatus (SCBA) Supervisor, EMT Coordinator and Paramedic Coordinator. Compensation for persons holding these positions shall be based on a percentage of their base wages enumerated under Article 6, Section 2 as follows:

Mechanic	9%	Assistant Mechanic	4.5%
Fire Alarm Supervisor	9%	SCBA Supervisor	4.5%
Fire Prevention Officer	9%	EMT Coordinator	4.5%
Lineman	4.5%	Paramedic Coordinator	4.5%

b. All persons holding a Hazardous Materials Operational Level Certificate shall be paid 1.32% of the maximum firefighter base wage.

c. A stipend over the maximum Firefighter's base will be paid per year to all uniformed Firefighters and Fire Officers holding a valid EMT certificate. It is understood that eligible Employees who have attended classes and complied with all requirements and examinations have been passed (although official notification on initial certification or recertification has not been received) will remain eligible that year for the stipend but will not receive payment until a copy of the official certification notification has been received in the Comptroller's office.

The EMT stipend shall be 8.5% over the maximum firefighter base wage.

d. All employees of any rank are eligible for a paramedic stipend upon obtaining a paramedic certification. The Town shall pay certified paramedics a stipend over the maximum firefighter base wage. (This stipend is inclusive of and not in addition to the existing EMT stipend.) Firefighter Paramedics must maintain the Paramedic certification to receive the stipend.

The Paramedic stipend shall be 15.5% over the maximum firefighter base wage.

e. All members of the bargaining unit who have received certification in Defibrillation shall receive an annualized stipend of $500 from the effective date of their certification, and all employees who have Pneumatic Anti-Shock Trousers (PAST) authorization shall receive an annualized stipend of $200 from the effective date of their certification.

All stipends, including specialist positions, certifications, authorizations, etc. are to be considered as part of base compensation for all fringe benefits, premium pay and pension calculations Eligibility for stipends shall cease when assignment or certification expires.

It is a prerequisite for eligible Employees in the Fire Department to complete an EMT certificate course prior to being eligible for participation in the Self-Improvement Program (SIP). This prerequisite does not apply if currently enrolled in the SIP unless Employee has not registered and attended courses toward his degree program for a 12-month time period. If participation in the SIP has not occurred for twelve months, EMT course completion is required prior to reinstatement in the Self-Improvement Program.

Overtime will not be paid for attendance at EMT courses nor will participants be excused from regular tours of duty for class attendance. It is the primary responsibility of the EMT participant to make suitable arrangements for class attendance enabling certification. When scheduling conflicts prohibit an Employee from attending EMT classes on his own time, the Department will attempt to resolve those conflicts within manpower limitations. It is further understood that the Board of Selectmen and the Town Manager will make every attempt to encourage location of EMT classes being held within reasonable driving distance of Winchester.

EMT recertification training shall be provided during regular working hours.

Section 4: Special Duty Assignments - Whenever in the opinion of the Fire Chief a public or private event requires the presence or services of a professional Firefighter or Fire Officer, or the public or private sponsors of the event request such services, he shall assign a willing Firefighter or Fire Officer who is off duty. The compensation for such special duty shall be one and one-half (1 1/2) times the base hourly rate of the individual assigned. All special duty assignments shall be paid for a four (4) hour minimum.

All details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day to be paid at the rate of one and one-half (1 1/2) times the special duty rate. The time and one-half rate will also apply to all special duty assignments lasting in excess of eight (8) hours.

Section 5: CPR Instructor - A yearly stipend of $100 will be paid to the four (4) CPR instructors designated by the Department.

Section 6: Night Differential - All bargaining unit employees shall receive, as part of their regular weekly pay a night differential based upon hourly pay for all hours scheduled after 2:00 P.M. Said night differential shall be considered a normal part of base pay for such purposes as overtime pay. The night differential shall be 4.75%

Section 7: Fire Prevention Officer - The Fire Prevention Officer will not be assigned to a working group and will be scheduled ten (10) hours each day on four (4) days of each week.

ARTICLE 7
Service Increments

Each Employee covered by the terms of this Agreement shall receive a service increment of $700 if he has completed five (5) years of service as a Firefighter or Fire Officer on July 1st of that year; or $1,000 if the Employee has completed ten (10) years of service as a Firefighter or Fire Officer on July 1st of that year; or $1,300 if the Employee has completed fifteen (15) years of service as a Firefighter or Fire Officer on July 1st of that year; or $1,600 if the Employee has completed twenty (20) years of service as a Firefighter or Fire Officer on July 1st of that year; or $1,900 if the Employee has completed twenty-five (25) years of service as a Firefighter or Fire Officer on July 1st of that year. Eligibility for the service increment shall occur on the anniversary of the date of the Employee's appointment as a Firefighter. The service increment shall be paid to each Employee on a weekly basis and shall continue for the life of the contract.

ARTICLE 8
Overtime

Section 1: An Employee shall be entitled to overtime pay at an hourly overtime rate for any hours worked beyond his regular work week, which has been approved by the Chief, in excess of one-half (1/2) hour. For such work he shall receive a minimum of one (1) hours pay at the overtime rate. In the computation of overtime pay due, a part of an hour shall be rounded out to the next highest half-hour. Overtime shall cease at the time a Firefighter or Fire Officer returns to the fire station from an alarm or other official duties, or at the time he is officially relieved from duty by a Commanding Officer.

Section 2: Call-back - In the event that Employees are required or requested to return to work because of a multiple alarm fire or other emergency or disaster after their regular shift, they shall receive a minimum of three (3) hours at the time and one-half rate.

Section 3: All stipends shall be considered part of base wages for purposes of overtime rate computation.

Section 4: Absence caused by injury or illness shall be counted as time worked. Holidays paid for but not worked, schooling, Union business and authorized meetings shall be counted as time worked - as either 10 or 14 hours to fill out the employee's regular tour to qualify for overtime.

ARTICLE 9
Out of Grade Compensation

An Employee assigned to and performing the work of a higher job classification shall receive compensation at the pay level of the higher rank so worked. Further, any Employee working out of grade and injured in the line of duty shall continue to receive pay at the higher out of grade rate for the time that he would have worked in the higher classification had he not been injured.

ARTICLE 10
Holidays

Section 1: The date of a holiday shall be in accord with Massachusetts law and shall include the following: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day.

The rate for holiday pay shall be based on the "regular rate" as defined herein. Holiday pay shall be paid in two installments, the first payment by the first week of June and the second payment by the second week of December.

All Employees covered by this Agreement shall be paid one day at the regular rate for the holidays set forth above except when an Employee is on sick leave or absent without leave from his regular tour of duty on the holiday. However, an Employee working one or two tours of duty falling on a holiday set forth above and out on sick leave during the other scheduled tour of duty shall receive holiday pay at the regular rate.

Section 2: An Employee shall not lose his holiday pay if incapacitated because of injury or illness incurred in the line of duty or if he is on emergency leave.

ARTICLE 11
Vacations

Employees covered by this Agreement are entitled to vacation without loss of pay as follows:

Section 1: One week of vacation will be granted in each calendar year to Employees who have actually worked fifteen (15) weeks in the aggregate during the twelve (12) months preceding June 1st. Additional days of vacation will be added at the rate of one day for each three (3) weeks of additional service after fifteen (15) weeks and up to thirty (30) weeks.

Two weeks of vacation will be granted within each calendar year to Employees who have actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding June 1st.

Three weeks of vacation will be granted within each calendar year to Employees who have completed five (5) years of service.

Four weeks of vacation will be granted within each calendar year to Employees who have completed ten (10) years of service.

Five weeks of vacation will be granted within each calendar year to Employees who have completed twenty (20) years of service.

Eligibility for the third, fourth, or fifth weeks, as the case may be, shall be determined as of January 1st of the calendar year in which the fifth, tenth, or twentieth year of service occurs. Years of service shall be computed on the basis of total service.

The first, second, third, fourth, and fifth week of vacation may be taken as a block or on a shift-by-shift basis at the employee option. A tour of duty equals either a ten (10) hour day tour or a fourteen (14) hour night tour.

During the summer vacation period, vacations will be picked by rank and seniority allowing three employees on concurrent vacation, provided that only the first and second weeks of vacation (summer vacation granted) may be utilized to constitute the third employee on vacation.

Section 2: Vacations cannot be accumulated from year to year, but vacation periods may be taken together under exceptional approved circumstances. An Employee who meets work qualifications shall not lose his earned vacation if incapacitated because of an injury or illness incurred in the line of duty. In such cases his vacation may be carried over to the following year.

Section 3: If a recognized legal holiday falls within the period of vacation the Employee shall be paid for the same in cash at his regular rate.

Whenever employment is terminated through no fault or delinquency or by death, resignation, or retirement, unused vacation leave shall be paid to the Employee or his estate at the rate of compensation payable to him at the termination of his employment.

Section 4: Scheduling - Notice of preferred vacation time and vacation lists shall be posted on October 1st of each year according to administrative procedure in the Rules and Regulations of the Department and under the direction of the Chief.

No Employee may take a vacation that contains duties scheduled on Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day.

Every Employee shall be allowed a vacation during the summer vacation period.

Section 5: Prior Service - Full-time Employees who were former Town Employees more than twelve (12) months prior to their current employment with the Town must accrue their vacation credits as a new Employee. Part-time Employees who were former Town Employees more than six (6) months prior to their current employment with the Town must accrue their vacation credits as a new Employee.

Section 6: Personal Day - Full-time Employees are eligible for two (2) personal days. The use of personal days shall be pursuant to the practice under Article 13 - Sick Leave.

No employee may take a personal day that contains duties scheduled on a holiday. A special request may be granted by the Chief of the Department under extraordinary circumstance only, with the approval of the Town Manager.

ARTICLE 12
Incapacity Incurred in Line of Duty

If an Employee is incapacitated as a result of injury or illness sustained in the performance of his regular or special duty without fault of his own, he shall be granted leave without loss of pay for the period of such incapacity. The provision of Chapter 41, Section 111F insofar as applicable shall be deemed incorporated within this Article. (Reference Article 9 for Employees injured in the line of duty while acting out of grade.) Employees on injured leave will not work at any pursuit incompatible with their asserted injury or optimum recovery, and will not work at any occupation when they would otherwise be scheduled to work.

ARTICLE 13
Sick Leave

Section 1: For the first year of employment, Employees will accumulate sick leave at the rate of one and one-quarter (1 1/4) days of base pay for each calendar month actually worked. Further accumulation of non-occupational sick leave credit will be at the rate of one and one-quarter (1 1/4) days of base pay for each calendar month actually worked up to a total of ninety (90) days credit. Only regular duty days lost will be deducted from accumulated credits. All Employees having completed one year's service may be advanced sick leave up to fifteen (15) days of the current year's allotment, provided they have actually worked or have been on authorized leave on or after the first working day of the current calendar year.

Notwithstanding the foregoing, each January 1 Employees shall be credited annually with fifteen (15) days sick leave.

Section 2: The Chief of the Department will be furnished with a physician's certificate, if he requests one, and the Employee shall cooperate in any reasonable effort to establish the validity of his request for sick leave.

Section 3: Extension of paid sick leave in excess of accumulated credit can be made only upon the recommendation of the Fire Chief and the Town Manager and approved by the Board of Selectmen. Such extension may be granted in the aggregate only to the total uncredited sick leave in excess of the ninety (90) days allowed accumulation.

Section 4: An Employee who is absent because of duty-connected injury or illness for five or more days upon his return to work is required to submit to a medical examination by a duly-qualified physician selected by the Chief of the Department, unless said Employee submits a certificate from his personal physician indicating the nature of the illness or injury and that the Employee is physically capable of returning to duty, and said certificate is acceptable to the Chief of the Department. The reasonable expense thereof resulting from compliance with this section shall be borne by the Department. Such

examination may be similarly required for absence of less than five (5) days. Any regular scheduled time unavoidably lost as a result of a required attendance at such an examination shall be paid for as regular time worked.

Section 5: Sick Leave Buy-Back

a. On January 1 of each year the Town will buy back the unused sick leave credited in excess of ninety (90) days accrued during the previous calendar year. The maximum annual sick leave buy-back is fifteen (15) days.

b. Upon retirement of the Employee the Town will buy back a maximum of 150 days sick leave accumulated in the bank. The bank will contain only those days accumulated in excess of ninety (90) days that were not subject to previous buy-back. The retirement sick leave buy-back rate is $10 per day.

c. The following shall be the method of calculating the rate of the benefit incentive program:

Any Firefighter or Fire Officer who has accumulated on January 1st of any year at least ninety (90) sick days shall sell back to the Town at a full day's rate of base pay plus education incentive any sick days in addition to his ninety (90) but not to exceed fifteen (15) days per calendar period. An employee cannot sell back any sick time accumulated in their bank with the exception of the benefits provided in b. above.

A qualifying employee shall sell back the remainder of the fifteen (15) days after the end of the calendar year. All approved requests will be processed so that payment can be made by the first pay date in February.

ARTICLE 14
Allowance and Maintenance

Section 1: It is understood and agreed by the Town that no Employee covered by this Agreement shall lose the benefit of allowance practices currently enjoyed in the following subject matters as applicable: badges, rubber boots, night hitches, suspenders, fire coats, helmets, laundry and bedding, transportation costs and meal allowances for attendance at authorized meetings and training schools.

Section 2: The municipal Employer shall pay organizational dues in the following professional organizations: Massachusetts Institute of Fire Departmental Instructors; New England Fire Marshalls Association; International Municipal Signal Association, New England Section.

Section 3: The Town will provide an initial issue of dress uniforms consisting of overcoat, blouse, shirt, trousers, tie, and hat, and an initial issue of work clothes consisting of two (2) pairs of trousers, two (2) long-sleeve shirts, and two (2) short-sleeve shirts. After the initial issue, each Employee shall be entitled to $600 per year clothing and footwear allowance to be paid each year by check to each employee no later than the second payroll period in July.

Employees can wear uniform collared knit jerseys, uniform collared sweatshirts or T-shirts. The following governs the criteria for the wearing of T-shirts;

All clothing material, with the exception of the firefighter turnout gear ensemble, shall consist of a cotton-polyester blend or, optionally, 100% cotton.

T-shirts may only be worn during the period between April 1 and November 1 of each year as part of the uniform, and may also be worn year-round while in-quarters provided that during the November 2 through March 31 period they be covered while out of quarters. Paramedics may not wear T-shirts as outerwear while on ambulance calls.

The criteria for silkscreened T-shirts are as follows;

- Long or short sleeved
- Cotton or Polyester-blend material
- Firefighter emblem with Engine or Ladder numbers
- Display "WINCHESTER"
- Union Local number not permitted
- Same color for each rank

Criteria for uniform collared knit jerseys or uniform collared sweatshirts is as follows:

- Maltese style cross and "WINCHESTER FIRE" displayed over left breast.
- Paramedics must have name displayed on shirts and sweatshirts when on ambulance calls.

ARTICLE 15
Self-Improvement Program (SIP)

A. POLICY

Section 1: It is the Town's policy to encourage uniformed full-time Firefighters and Fire Officers of the Department to participate in Degree Programs at the college level which will help prepare them for increased worth and contribution to the Town, thereby qualifying those who satisfactorily complete established minimum courses of instruction for additional compensation in salary increments. Such pay differentials for advanced education will also apply to new employees of the Department who have already fulfilled the requirement of the Program.

Section 2: This policy is applicable only to courses taken as part of an undergraduate program leading to an Associate or Bachelor's degree in Fire Science.

Section 3: This policy does not apply to non-degree specialized training courses which are required for new Firefighters under the provisions of the General Laws, Rules and Regulations of the Department, or other required courses relating to appointment or training heretofore established.

B. PROCEDURE

Section 1: The Fire Chief will maintain a separate up-to-date approved list of general subject areas and/or courses of instruction that may be taken by Employees under this program and a list of qualifying institutions where these courses may be taken. Such lists and all modifications thereto will be approved by the Town Manager and Board of Selectmen and copies sent to the Personnel Board and the Comptroller.

Section 2: When approved by the Fire Chief 100% of the initial cost of an approved course will be paid at the time of successful completion of the course and the Employee receiving a grade of C or better, in a manner meeting the degree requirements of the institution. Reimbursement costs include tuition, required text books (excluding reference books), and miscellaneous fees.

Section 3: The Comptroller will set up proper controls, as deemed appropriate by him, to make certain that both initial and final payment and/or reimbursement is made only to the individual Employees who qualify, that receipts and/or certificates of completion are sighted, and records of completion are maintained.

Section 4: Reimbursement of course costs will be made automatically if the Employee receives a grade of Incomplete due to unforeseen Town-initiated work schedule requirement. In such cases the Fire Chief should submit an appropriate recommendation to the Comptroller.

Section 5: Specifically excluded from reimbursement are:

a. Cost of transportation or other costs not required by the institution offering the course;

b. Courses which are being audited (not taken for credit);

c. Part-time Employees;

d. Terminating Employees who leave the Town or Department before completion of the course;

e. Any portion of costs connected with the course which is paid or eligible for payment under any grant or scholarship from the Federal government (Veterans' Administration) or educational, professional, or charitable institutions.

C. PAY DIFFERENTIAL

Section 1: An increment shall be added to the annual salary of any qualified employee who has satisfactorily completed a course acceptable under B.1 of this policy. The increment shall be based upon $25 per credit earned.

Section 2: The grade received will not affect advancement toward a degree or self-improvement program payment.

Section 3: A maximum of nine (9) credits per semester may be taken per Employee.

Section 4: Continuous advancement toward a degree must be documented:

a. Three (3) credits per 24-month period must be taken.

b. Failure to obtain three (3) credits in 24-month period would result in a 50% reduction in SIP payments for only those credits earned after July 1, 1986.

c. Reduction would occur only as a result of an Employee's failure to attend a reasonably available course at a geographically desirable location within 20 miles distance.

d. An employee receiving 50% reduction would receive 100% SIP credit payments upon successful completion of three (3) credits.

e. Provisions of this Section (4.) will apply to only those credits earned toward an Associate's Degree.

ARTICLE 16
Living Out of Town

Section 1: Any Employee covered by this Agreement may be permitted to reside beyond the 15-mile radius as per the appropriate provisions of the Civil Service law, subject to the recommendation of the Fire Chief and the approval of the Town Manager.

Section 2: All Employees shall submit their residential address and phone number to the Fire Chief and shall promptly notify the Chief of any change of address or phone number.

ARTICLE 17
Authorized Leave of Absence

Section 1: Convention Leave - Any Employee covered by this Agreement who is a delegate or alternate to a state or national convention of a veterans' organization chartered by the Congress of the United States shall be permitted to attend such convention without loss of pay or vacation when authorized by the Town Manager.

Section 2: Court Leave - If an Employee is required to appear in Court or at a Civil Service hearing on behalf of the Municipal Employer as a result of a summons, the difference between any fees received by the Employee therefore and his regular rate of compensation shall be paid by the Municipal Employer.

Section 3: Emergency Leave - At the discretion of the Fire Chief, an Employee may be excused for periods not to exceed four (4) days with full pay for reasons of emergency such as, but not limited to, serious illness or death in the immediate family; defined as spouse or child, mother, father, brothers, sisters, in fact or in law, close relatives residing with the Employee (grandparents), stepchild, stepmother, stepfather, stepbrother, or stepsister of an Employee. In the case of grandparents not living with an Employee the said discretionary emergency leave shall not exceed one day with full pay. Said emergency leave shall not be unreasonably withheld. Under unusual conditions extension of time may be granted. A report of such extensions, with the reasons therefore, will be made promptly to the Town Manager.

Section 4: Funeral or Memorial Service Leave - For the purpose of representation at the funeral of a departmental Employee, the Department Head may select two Employees to attend, without loss of pay, for a period not to exceed five (5) hours in the event of a morning funeral and not to exceed three (3) hours in the event of an afternoon funeral.

Section 5: Military Leave - An Employee who serves in the Armed Forces of the Commonwealth, or as a member of a reserve component of the Armed Forces of the United States, under orders will be allowed the difference between the base pay he may receive for such service and his regular rate of compensation from the Town for a period of not more than seventeen (17) calendar days of military leave attributable to his annual tour of military duty.

ARTICLE 18
Union Business

Two (2) members of the Union's negotiating committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Municipal Employer and the Union for the purpose of negotiating the terms of a contract.

During each contract year a total of eight (8) tours of leave from duty, without loss of pay or benefits, shall be available with advance approval of the Chief for authorized Union personnel for Union business.

ARTICLE 19
Health and Insurance Plan

a. The Municipal Employer shall provide and pay fifty percent (50%) of the cost of insurance coverage under the following type of policies in accordance with the provisions of Chapter 32B of the General Laws: Group life and accidental death and dismemberment insurance.

b. For group or blanket insurance providing hospital and surgical benefits and extended benefits for the Employees and their dependents, the following employee-employer contribution levels shall apply:

The Town shall pay 75% and the employees will pay 25% of the premiums for those employees enrolled in the HMO Plan offered by the Town.

The Town shall pay 50% and the employees will pay 50% of the premiums for those employees enrolled in the indemnity plan offered by the Town.

Neither the Town nor the Union waive any right or position it may hold with respect to the Town's right to make changes to health insurance benefits.

ARTICLE 20
Indemnification

The provisions of General Laws Chapter 41, Section 100B (indemnification of retired Fire Fighters) and Section 100G (payment of funeral and burial expenses of Fire Fighters killed in performance of duties) are incorporated into this contract - Voted by Town Meeting.

ARTICLE 21
Grievance Procedure

Section 1: Grievances Involving Civil Service - The Union, in recognition of the Town's having affirmed its belief in and compliance with the State law insofar as it defines the rights, duties, and obligations of a municipality under the General Laws and under the Rules, Regulations, and Procedures of the Civil Service Commission (Massachusetts General Laws, Chapter 31) relative to employees' seniority, promotion, reassignment, discharges, reduction in rank, removals, and suspensions, hereby agrees that any grievances, complaint, or appeal which under past practices and procedures would normally have come within the jurisdiction of said Civil Service Commission are except as provided below, hereby specifically excepted and removed from the grievance and arbitration provisions of this Agreement. In such circumstances the individual and the Union specifically agree to seek any redress and remedy through the procedures of said Civil Service Commission and not through the provisions of this Agreement, excepted that, issues involving discipline may be subject to the procedures set forth in this article, up to and including final and binding arbitration pursuant to Section 6. No such matter may proceed to arbitration unless the involved employee has submitted a written waiver of his/her rights to appeal to the Civil Service Commission pursuant to Massachusetts General Laws, Chapter 31.

Section 2: For the purposes of this Agreement a grievance may be filed by either party, and it is defined as a complaint between the Employer and the Union and/or any Employee involving an alleged specific violation of a specific provision of this Agreement.

Section 3: A grievance must be presented in writing, setting forth in precise detail all the facts giving rise to the grievance and the precise section allegedly violated, within fifteen (15) calendar days from the time the Employee should have reasonably acquired knowledge of the incident giving rise to the contract

violation, and must be processed in accordance with the steps, time limits, and conditions set forth below in this Article:

a. The Employee shall take up the grievance or dispute in writing to the Fire Chief within fifteen (15) calendar days of the occurrence giving rise to the grievance. The Fire Chief shall attempt to adjust the matter and shall respond within five (5) working days. The Fire Chief shall render a written decision and shall set forth his determination and reasons thereof and shall provide a copy of his decision to the grievant and Local 1564 IAFF. Such decision shall form a part of the grievance record. If the grievance is not satisfactorily settled at this step, it shall be appealed in writing within five (5) days after receipt of the answer of the Fire Chief by the Employee to the Town Manager.

b. The Town Manager or his designated representative and the Employee and their representative shall meet to discuss the grievance as promptly as possible and within ten (10) working days at a time designated by the Town Manager. The Town Manager shall give his answer to the grievance within ten (10) working days following the conclusion of the meeting. The Town Manager shall render a written decision and shall set forth his determinations and reasons thereof and shall provide a copy of his decision to the grievant and Local 1564 IAFF. Such decision shall form a part of the grievance record.

c. If the grievance is not resolved before the Town Manager, it may be appealed to arbitration by written notice as such intention to appeal within fourteen (14) working days after the receipt of the answer under b. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Sections 4, 5, and 6.

Section 4: A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal. Failure of the Town to respond within the specified time limits as set forth shall be deemed to be a negative response, and the Union may proceed to the next step. The above limitations may be waived by mutual agreement of the parties.

Section 5: No reprisals of any kind will be taken by the Employer against any party in interest or any participant in the grievance procedure by reason of such participation. Throughout this procedure any unit member is entitled to have representation (not to exceed one representative of Local 1564) from Local 1564 at each step. Local 1564 shall be notified of the hearings scheduled when under this grievance procedure.

Section 6: In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

a. The arbitrator is to be mutually selected by the Town and the Union. If the Town and the Union cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, the party demanding arbitration shall within ten (10) working days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

b. Each party shall bear the expense of its representatives, participants, witnesses, and for the preparation of representation of its own case. The fees and expenses (if any) of the arbitrator of the American Arbitration Association shall be shared equally by the parties. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

c. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves an alleged specific violation or a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The

arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

d. The decision of the arbitrator shall be final and binding upon the parties hereto and upon any Employee or Employees affected thereby. No arbitrator shall have the power or authority (1) to make any decision which is inconsistent with applicable law, or (2) to make any award retroactive beyond fifteen (15) days prior to (a) the date on which the grievance was first discussed at Step a. (Section 3) or (b) if that step was bypassed the date on which the grievance was first submitted at a subsequent level.

The arbitrator's decision shall be in writing and shall set forth his reasons for the results reached. Copies of the decision shall be furnished to the Town Manager and to the Union. The decision of the arbitrator, if within the scope of his power and authority under this Agreement, shall be final and binding on the parties.

e. Unless the parties agree otherwise (1) each grievance shall be processed separately in any arbitration proceedings hereunder, and (2) attendance at the hearings before the arbitrator shall be limited to witnesses and authorized representatives of the grievant, the Union, and the Town.

ARTICLE 22
Reserved

ARTICLE 23
Commercial Driver License - Drug and Alcohol Testing

Section 1: Bargaining unit employees who operate or who are subject to assignment to operate Fire Department motor vehicles (G.V.W. 26,000 or greater) shall be required, subject to the provisions and conditions of this Article, to seek to acquire and thereafter maintain a commercial driver license (hereinafter "CDL"), and the provisions of the "DOT Drug and Alcohol Testing Policy" (published by Foley Laboratory Services, Inc., and dated November 7, 1995, (hereinafter "Policy"), shall be applicable to such employees, again subject to the provisions and conditions of this Article.

Section 2: Any inconsistency as between said Policy and any terms and provisions of this Article and of this Collective Bargaining Agreement shall be resolved by application of this Article and of this Collective Bargaining Agreement. Any change in said Policy shall not be applicable to bargaining unit employees unless and until the Union has been afforded the opportunity to negotiate about such changes.

Section 3: The Union's agreement to this Article is not intended to, nor does such agreement impair or in any way waive, any individual employee's rights and protections under state or federal constitutions, state or federal laws or regulations including precedent applicable thereto.

Section 4: Any and all drug and alcohol testing and rehabilitation and monitoring of bargaining unit employees shall be undertaken and accomplished pursuant to the strictest standards of confidentiality with the utmost regard for employee reputation and public perceptions. Alcohol and drug testing shall not be utilized to harass or to otherwise punish employees.

Section 5: When, pursuant to implementation of the Policy, a bargaining unit employee experiences a positive alcohol or drug test, and where such positive test is the first in the past twelve months, such employee may be subject to discipline, not exceeding a one (1) work week suspension, and referred to an employee assistance or rehabilitation regimen for mandatory participation; however, participation in such regimen shall not result in any loss of work or income.

Section 6: When, pursuant to implementation of the Policy, a bargaining unit employee experiences a second positive drug or alcohol test within twelve months of a first positive result, such employee may be subject to discipline, including, without limitation, termination. Termination pursuant to the provisions of this Article shall not result in the loss of, or otherwise affect, accrual of such employee's retirement benefits through the date of such disciplinary action.

Section 7: Loss of a CDL shall result in assignment of the involved employee to non-driving, fire suppression/EMS duty. In the event that during an employee's current shift, the Town is advised that the result of such employee's BAC are in excess of 0.02% but less than 0.04%, then such employee shall not be permitted to drive fire department vehicles or apparatus for a period of twenty-four (24) hours after the taking of such sample. The first sentence of the penultimate paragraph on page 11 of the Foley Laboratories Policy shall not apply to this Article. A test result of trace amounts of cannabis metabolites at a level which is consistent with brief passive exposure shall be deemed not to be a positive determination for purposes of this Article.

Section 8: An employee who has tested positive for drugs or alcohol, and who complies with the provisions of this Article, and who then has five years with no further positive tests, shall, upon request, be entitled to have reference to the positive test expunged from his or her personnel record.

Section 9: The Town shall exercise any of its prerogatives pursuant to this Article and the Policy in a reasonable and non-arbitrary manner. Any discipline imposed pursuant to this Article shall be for just cause. Any and all Town conduct pursuant to this Article and the Policy, including but not limited to discipline imposed, shall be subject to the contractual grievance and arbitration provisions.

Any drug or alcohol testing shall be administered only during an employee's on duty status. Failure of compliance with any of the terms or provisions of this Article and/or of the Policy shall render any test results inoperative and shall result in rescission of any discipline with a fully retroactive make-whole remedy.

Section 10: Bargaining unit employees shall annually receive a stipend of $200 for holding a valid commercial driver license, such stipend to be paid in weekly installments added to base pay. The Town will assume costs of license application and renewal.

ARTICLE 24
Posting and Bidding

a. Upon the occurrence of a station or work group vacancy caused by transfer, promotion, retirement or employment termination, the Fire Chief will post notice of such vacancy on Department bulletin boards for seven calendar days. At the end of such posting period, the position shall be awarded to the most senior employee of rank submitting a bid, unless the Fire Chief determines that significant operational considerations require that the position be awarded to someone other than the most senior person bidding upon said vacancy. If the Fire Chief elects to bypass the most senior employee, the Union shall be informed of that fact and provided with a list of the significant operational considerations relied upon in deciding to bypass the most senior employee. The Fire Chief's bypass of the senior employee may be challenged by the Union pursuant to Article 21.

b. Involuntary transfers may not be used to discipline employees and such involuntary transfers must be justified by significant operational considerations. The Fire Chief shall inform the Union of all involuntary transfers and provide a list of the significant operational considerations relied upon in implementing the involuntary transfer. The Union may challenge such transfers pursuant to Article 21.

ARTICLE 25
Terms and Conditions for Providing Advanced Life Support (ALS) Services

Section 1: Two (2) Firefighter Paramedics will be assigned to ambulance duty on all shifts the Town provides ALS services, subject to the provisions of Section 6;provided , however that when one (1) of the two (2) Firefighter Paramedics assigned to the ambulance on a given shift is absent for that shift, and all off-duty Firefighter Paramedics are offered the opportunity to fill-in for the absent Firefighter Paramedic on that shift and no such off-duty Firefighter Paramedic accepts such overtime opportunity, then the Town may provide ALS service on that shift with the ambulance staffed by one (1) Firefighter Paramedic and one (1) Firefighter EMT.

Section 3: The Town agrees to maintain a specialist position of Paramedic Coordinator to be held by a Firefighter Paramedic. In accordance with Article 6, Section 3, the Paramedic Coordinator stipend shall be 4.5% of the selected individual's base wages.

Section 4: The parties agree to create a labor-management committee consisting of an equal number of representatives of labor and management for the purpose of discussion labor relations issues that arise during the terms of this agreement. The labor management committee shall meet on a regular basis. Any disputes that cannot be resolved by the labor management committee may be submitted to arbitration as provided by Article 21.

Section 5: All employees of any rank may attend paramedic training and certification courses during regular work hours. Such employees shall be responsible for all costs associated with paramedic training and certification courses. However, the Town shall reimburse such employees for the costs, in accordance with Article 15, upon successful completion of the training and certification courses. The Town may make recertification courses available during on-duty time. If the Town cannot make recertification courses available during on-duty time, the Town will reimburse such employees for the cost of recertification courses upon the successful completion of the course, and the firefighters shall be paid for the actual off duty time during which he/she takes the recertification course. The time for any recertification course taken while off duty shall be paid a time and one-half.

Section 6: No employee shall be required to work more than thirty-eight (38) consecutive hours except in circumstances where the Town's Police and Fire Departments are operating under a declared state of emergency.

ARTICLE 26
Vehicle Maintenance

Maintenance of personally owned vehicles will be prohibited while on duty:
Monday through Friday 0800 - 1800 hours excluding holidays.

ARTICLE 27
Reserved

ARTICLE 28
Separability and Saving

Section 1: If any Article, Section, or Paragraph or parts of this Agreement or any Rider thereto should be held to be invalid by operation of law or by any agency or tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article, Section, or Paragraph should be restrained by any such agency or tribunal pending a final determination as to its validity, the remainder of this Agreement and of

any Rider thereto or the application of such Article, Section, or Paragraph to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Section 2: In the event that any Article, Section, Paragraph, or portion is held invalid or enforcement of or compliance with which has been permanently restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, Paragraph, or portion during the period of invalidity or restraint.

ARTICLE 29
Strikes

Section 1: Neither the Union nor any Employees covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services - all as more fully defined and provided for in Chapter 150E, Section 9A(a),(b) and Section 15.

Section 2: The Union expressly agrees that this Article shall continue and remain in full force pending any negotiations for a successor Agreement hereto. Further, the Union agrees that it will make every possible effort to assure compliance with this Article.

Section 3: The violation of this Article shall subject those employees involved to penalties and fines as provided by applicable law, and the Town shall have the right to immediately petition court action notwithstanding the provisions of Chapter 150E to the contrary.

ARTICLE 30
Notice

Communications intended for the Municipal Employer will be received by the Town Manager at the Town Hall, and communications and any legal process intended for the Union shall be received by the President of the Union at his home address.

ARTICLE 31
Stability of Agreement

By mutual consent the parties of this Agreement may from time to time make amendments, modifications, changes, or revisions in this Agreement, provided that said amendments, modifications, changes, or revisions are mutually agreeable, reduced to writing in acceptable language, and appended to the body of this Agreement. Nothing in this Article shall be deemed to require the parties to reopen negotiations during the life of this contract.

ARTICLE 32
Management Rights

The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and reserves and retains all powers, authority, and prerogatives, including without limitation the exclusive right of the Municipal Employer or its duly designated agent to issue reasonable rules and regulations governing the operation of the Fire Department; including the right to direct, assign, transfer, hire, promote and retain Employees of the Fire Department and to suspend, demote and discharge Employees; to relieve Employees from duties

because of lack of work or for other legitimate reasons; to maintain the efficiency of the operations entrusted to them; to determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the Fire Department.

Nothing in this Agreement shall in any way diminish or derogate from the powers, duties, and responsibilities entrusted to the Fire Chief, as set forth in General Laws, Chapter 48, Section 42 except as provided by Chapter 150E, Section 7 and the specific provision of this Agreement.

Further, no Employee shall be suspended, demoted, or discharged except for just cause, and then only under the provisions of applicable law.

ARTICLE 33
Duration and Effective Date of Agreement

This Agreement shall be effective as of July 1, 2012 and shall continue in full force and effect until and including June 30, 2013, and from day to day thereafter until a new Agreement shall be negotiated and executed by the parties hereto.

On or before November 1, 2012, the Union or the Town may notify the other party of its intention to commence bargaining for a new Agreement to take effect on July 1, 2013, the day on which this Agreement expires, and the parties shall proceed forthwith to bargain collectively with respect thereto. Upon notification under this Article, the Union or the Town shall, within thirty (30) days of said notification, provide the other party with a copy of its proposals by delivery of same to the Board of Selectmen or the President of Local 1564.

This Agreement is subject to funding by Town Meeting.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th day of November, 2017.

TOWN OF WINCHESTER

By: _____
Chairman, Board of Selectmen

_____
Town Manager

WINCHESTER FIREFIGHTERS
Local 1564, IAFF

By: _____
President, Local 1564

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