

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**TOWN OF WAYLAND AND**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,**  
**AFL-CIO LOCAL 1978**

**Effective: July 1, 2020 through June 30, 2023**

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## ARTICLE 1 - CONTRACT ADMINISTRATION

### 1-1. Parties to the Agreement

This agreement was made as of this 10<sup>th</sup> day of October, 2023 by and between the Town of Wayland (hereinafter referred to as the "Town") and Local 1978 of the International Association of Firefighters, AFL-CIO (hereinafter referred to as the "Union").

### 1-2. Purpose of the Agreement

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

### 1-3. Discrimination

The Town agrees not to discriminate against any employee for his activity in behalf of, or membership in, the Union. The Town and the Union agree that there shall be no discrimination against any employee because of race, sex, color, ancestry, age, sexual orientation, disability, religion, national origin or veteran status.

### 1-4. Prevailing Rights

All rights and privileges enjoyed by employees at the present time shall remain in full force, unchanged during the term of this Agreement. It is understood between the parties that such rights and privileges referred to herein constitute convenience-oriented amenities only, and in no way shall be construed as a limitation on the economic, regulatory, or other managerial functions of the department.

### 1-5. Appendices and Amendments

All Appendices and Amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all of the provisions of this Agreement, and shall be incorporated by reference.

## ARTICLE 2 - RECOGNITION

### 2-1. Certification

In accordance with the certification of the Massachusetts Labor Relations Commission in Case Number MCR-681, dated April 14, 1970, the Town recognizes the Union as the exclusive collective bargaining representative for all regular full-time uniformed employees in the Town's Fire Department, excluding the Fire Chief and the Assistant Fire Chief. Unless otherwise specified, the word "employees" as used in this Agreement refer solely to an employee or employees covered by this Agreement.

### 2-2. Check-Off

The Town agrees to make weekly deductions of each bargaining unit member who has completed thirty (30) days of employment. Employees must have completed a signed authorization and assignment card in the form annexed hereto (see Appendix D) and delivered to the Town Payroll Department. The Town may conclusively rely upon a written statement from the Union Treasurer for determining the amounts of such weekly dues deductions. The Town Treasurer shall remit a monthly payment to the Union Treasurer reflecting the sum of the dues collected from the employees during the previous month. It is understood and agreed, however, that if an employee does not have a check coming to him for the week, or if the pay

check is not large enough to cover the appropriate deductions, no deduction shall be made for that week. It is acknowledged by the Town and the Union that all court ordered garnishments, such as Child Support, will be deducted from wages prior to initiation fees or dues deductions.

### 2-3. Agency Service Fee

In accordance with Massachusetts General Laws, Chapter 150E, Section 12, effective thirty (30) days after the effective date of this Agreement, it shall be a condition of employment for employees who are not members of the Union in good standing and who have been employed for thirty (30) days or more to 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 shall be deducted in a similar manner as provided for in Section 2 of this Article .

### 2-4. Indemnification

The Union agrees to indemnify and save the Town harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this Article.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### 3-1. Management Rights

The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it and all such rights, powers, and authority as specified or tacitly included in the General Laws, or other Town By-Laws, except to the extent such rights, powers and authority are specifically limited by an express provision in this Agreement and M.G.L. Chapter 48, section 42. It shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Town and direction of the working forces. The provisions in this contract shall not supersede the authority granted to the Fire Chief under M.G.L. Chapter 48, section 42.

## **ARTICLE 4 - UNION BUSINESS PROVISIONS**

### 4-1. Union Business Leave

The three (3) members of the Negotiating Committee to be named in writing by the Union shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the Terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

### 4-2. Labor Conventions, Educational Conferences, Attendance of Funerals and Other Special Union Functions

Such Officers and Members of the Union, as may be designated by the sitting Union President and to be in writing by the Union to the Fire Chief, shall be granted leave from duty with full pay, for attending labor conventions, state meetings, educational conferences, departmental functions (dinners, award ceremonies, testimonials, etc.) and firefighter funerals provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed twelve (12) day or evening shifts in any one fiscal year, July 1 to the following June 30. Requests to attend such events will be submitted a minimum of 48 hours in advance.

4-3. Town Office or Committee Obligations

Employees appointed to or elected to Town Office or Town Committees shall be allowed to attend notified or special meetings of their office or committees at no cost to the Town.

**ARTICLE 5 - INSURANCE**

5-1. Group Insurance

- a. In accordance with Massachusetts General Laws, only those bargaining unit members who are regularly scheduled to work twenty (20) hours or more per week will be eligible for group health insurance.

The Town offers the health plans and contribution rates as identified in the Section 19 Agreement between the Town of Wayland and the Wayland School and Town unions dated September 26, 2016, effective January 1, 2017 and continuing through June 30, 2019. The Section 19 Agreement may be amended as agreed upon by the parties to the Agreement.

Effective July 1, 2019, unless superseded by a subsequent agreement, the Town's premium contribution towards the Benchmark Plans shall be 74% for individual plans and 64% for family plans. The Town's contribution towards a PPO or POS plan shall be 50%

- b. Effective 7/1/08, part-time employees who are eligible for health insurance will contribute to health insurance plans at the rate of 50.0%
- c. The Town agrees that in the event that it is be unable to provide coverage through any carrier, or if they should choose to offer any other health insurance plan(s), the Town will contribute at least the same percentage rate(s) for a comparable plan(s).
- d. Providing cost-effective health insurance is beneficial to both the Town and bargaining unit members. In order to meet that objective the Union recognizes that group health insurance plans, carriers, providers, benefits, coverages, deductibles, co-payments and prescription co payments may change from time-to-time.

The parties agree, that at any time and at the request of either party, they will engage in bargaining over group health insurance (including but not limited to carriers, providers, benefits, coverages, deductibles, premiums, premium contribution rates, co-payments and prescription co-payments). Both parties recognize that reasonable advance notice shall be given for bargaining over proposed changes.

- e. The parties agree that the Town may provide group health insurance exclusively through MIIA. In the event that the Town elects to make such a change, the Town will make the following contributions to the premiums for the MIIA Blue Cross/Blue Shield Plans:

	<u>Individual Plan</u>	<u>Family Plan</u>
PPO	50.0%	50.0%
POS	50.0%	50.0%
HMO Blue of New England	75.0%	69.5%

The Town will give the Union written notice prior to making such change.

- f. Group life and accidental death and dismemberment insurance will be continued in the amount of \$10,000.



## 5-2. Operator's Insurance

The Employer shall provide full Liability Insurance protection for all employees of the Wayland Fire Department for the operation of Fire Department apparatus and equipment.

## 5-3. EMT /Paramedic Malpractice Insurance

The Employer will provide EMT /Paramedic Malpractice Liability Insurance for all Firefighter/EMT's and Firefighter/Paramedics. The Town will provide a copy of said coverage to the union on an annual basis at the request of the union.

# **ARTICLE 6 - SICK LEAVE**

## 6-1. Utilization

Each employee shall accumulate thirteen (13) sick shifts per year for personal illness at the rate of 1.0833 shifts per month worked. Sick leave will not be accumulated by an employee for any calendar month in which he/she is absent due to illness or leave of absence for more than seven consecutive twenty-four (24) hour tours; in addition, if on personal leave of absence seniority will not accrue unless such leave is for short-term military leave. Sick leave is for the protection of employees against loss of pay because of illness and shall not be taken into account in figuring termination pay except as provided in Section 2 of this Article hereof. If utilizing sick leave, employees are expected to provide reasonable advance notice prior to the start of their shift. If on sick leave, an employee may be compensated at his/her regular rate of pay for absences of not more than two (2) consecutive twenty-four (24) hour work shifts, provided the Fire Chief is satisfied that the absence was caused by the employee's illness. When necessary, the Fire Chief will require a doctor's certificate as an alternative to denying sick leave pay. Sick leave with pay will be allowed for more than two (2) consecutive twenty-four (24) hour work shifts only upon submission of a doctor's certificate satisfactory to the Fire Chief. Use of sick leave for a twenty four (24) hour shift shall require the utilization of two sick shifts. Use of sick leave for less than a twenty-four (24) hour shift may be utilized in either a ten (10) hour day shift of 14 hour night shift. The attached certificate (Appendix E) will be used in all cases when a doctor's certificate is required. Treatment providers shall be requested to mail completed certificates to the Town of Wayland Human Resource Director only. Medical certifications are to be submitted from the treating health care provider within seven calendar days of the initial absence, with the exception of extenuating circumstances. The medical certificates shall be maintained on a confidential basis.

Should an employee become ill during his/her tour of duty and leave work during the second half or a day shift (13:00 hours - 18:00 hours) or night shift (01:00 - 08:00 hours) as a result of the illness, he/she may use one-half of a corresponding sick leave shift for the time out of work.

Should an employee become ill during his/her tour of duty and leave work during the first half of a day (08:00 - 13:00 hours) or night shift (18:00 - 01:00 hours) as a result of the illness, he/she may use one entire corresponding sick leave shift for the time out of work.

Effective July 1, 2017, sick leave accrual shall be capped at 250 shifts. Employees on the payroll as of ratification with more than 250 shifts may keep their existing balance, but will not earn additional sick leave until such time as their balance drops below 250 shifts.

## 6-2. Severance Pay

Effective 7/1/16, after twenty (20) years of service or upon death, an employee or his beneficiary, shall receive severance pay equal to 50% of the employee's unused accumulated sick leave shifts in effect as of his/her retirement or death. For purposes of this article, said shift will be equal to ten and one-half (10.5) hours at the employee's straight time daily rate. Such severance pay shall not exceed a maximum of

\$10,000.

### 6-3. Modified Duty

Upon request of a firefighter and at the discretion of the Fire Chief, an employee who is recovering from a personal injury or illness (not job related) may return to work on modified duty with satisfactory medical documentation from his/her treating physician. Modified duty is subject to available day-to-day Fire Department related work as identified within the respective job description and as determined by the Fire Chief. Modified duty may be limited to incremental shifts (1/2 shift minimum). Modified duty assignments shall be reviewed and approved by the Human Resources Director. Upon mutual agreement between the firefighter and Fire Chief, the modified duty assignment need not be the firefighter's regularly assigned shift.

While working a modified duty assignment, a firefighter will be paid at his/her regular hourly rate and the sick leave balance will not be charged for the period of the modified duty assignment. Modified duty shall not exceed 42 hours in any workweek. The Fire Chief or Human Resources Director retains the sole right to terminate an individual's modified duty program at any point in time.

### 6-4. Second Job

No employee shall work a second job on a day while being paid sick leave by the Town. Failure to comply with this article may result in the denial of paid sick leave by the Fire Chief.

### 6-5. Second Job Conditions

Any employee on sick leave for a period of 7 calendar days or more shall not continue to work a second job unless:

- a. Upon submittal of a completed Appendix G to the Fire Chief from the employee's treating physician that the limitation preventing the employee from working for the Wayland Fire Department does not limit the employee's ability to work the second job.
- b. The second job is not worked during a regularly scheduled shift for which the employee is being paid sick leave by the Town.

Failure to comply with this article may result in the denial of paid sick leave by the Fire Chief.

## **ARTICLE 7 - WORK RELATED INJURY**

### 7-1. Injury Leave

In accordance with M.G.L. Chapter 41, Section 111F, whenever an employee is incapacitated for duty because of injury sustained in the performance of his/her duty, without fault of his/her own, and with medical documentation from his/her treating physician, he/she shall be granted leave without loss of pay for the period of such incapacity or until such time as he/she had been retired or pensioned in accordance with law or until such time as a physician designated by the Town determines that such incapacity no longer exists.

### 7-2. Indemnification for Injury

The Town agrees to pay the hospital, medical and surgical expenses incurred by an employee as the result of injury to him/her while acting in performance and within the scope of his/her duty.

### 7-3. Injury Notification and Authorization

Whenever an employee believes that he/she has been injured in the line of duty, that employee will immediately notify the on duty supervisor of the injury. Should the injured employee be incapacitated, he/she will immediately be relieved of duty and arrangements made for emergency medical care.

The duty officer will immediately report to the Fire Chief any injury that results in an employee being incapacitated . No such injured employee will be placed on injury leave without the direct authorization of the Fire Chief or his/her designee. MGL Section 41, 111f will apply for return to duty.

#### 7-4. Refresher Training

An employee returning from an injured on duty leave from a period of a 3 month or greater absence will be required to receive refresher training upon his / her first regularly scheduled return-to-duty shift. Said refresher training will include, but not be limited to a review of equipment, SOPs, treatment protocols, etc.

#### 7-5. Second Job

Any employee on an approved work related injury leave who is receiving Injured on Duty Pay, shall not continue to work a second job unless:

- a. Upon submittal of a completed Appendix G to the Fire Chief from the employee's treating physician that the limitation preventing the employee from working for the Wayland Fire Department does not limit the employee's ability to work the second job.
- b. The request to continue to work the second job cannot impede or delay the employee's recuperation or rehabilitation to return to duty as a firefighter.
- c. The second job is not worked during a regularly scheduled shift for which the employee is being paid injured on duty leave by the Town.

Failure to comply with this article may result in the denial of injured on duty pay by the Fire Chief.

## **ARTICLE 8 - PAID AND NON-PAID LEAVE**

#### 8-1. Personal Leave

Absence with pay, at the discretion of the Fire Chief and not exceeding two (2) twenty-four (24) hour shifts or four (4) day or evening shifts in any one (1) fiscal year may be granted in cases of an emergency nature or for personal business. If an employee wishes, he may use his/her personal days under the following conditions:

- a. For use of a personal day for personal reasons, employees must provide one (1) shift notice prior to the start of the regularly scheduled shift to the Fire Chief or his /her designee. Such notification does not need to include a reason for the absence.

For use of a personal day for emergency reasons in which a one (1) shift notice is not feasible, employees will notify the Fire Chief or his/her designee of the need for an emergency personal day.

- b. Except for an emergency situation, not more than two (2) other firefighters may be scheduled to be off duty on the same shift.
- c. In the case of officers, except for an emergency situation, not more than one (1) officer may be scheduled to be off duty on the same shift.
- d. Newly hired employees shall receive Personal Leave in accord with the following schedule:
  - Employees in pay status on July 1<sup>st</sup> of each fiscal year, or hired between July 1<sup>st</sup> and September 30<sup>th</sup>, shall receive 4 day or evening shifts.
  - Employees hired between October 1<sup>st</sup> and December 31<sup>st</sup> , shall receive 3 day or evening shifts.

- Employees hired between January 1<sup>st</sup> and May 31<sup>st</sup> , shall receive 2 day or evening shifts.

### 8-2. Bereavement Leave

A firefighter may use up to 48 hours of bereavement leave without loss of pay to observe the ritual of attending the death of the immediate family member. The term "immediate family" shall mean an employee's spouse, child, father, mother, sister, brother, grandparents, father-in law, mother-in-law, brother-in-law, sister-in-law, foster parent or step-parent or grandchild.

### 8-3. Military Leave

An employee called to Reserve or National Guard duty will be compensated for the difference between his military pay and his regular (base) pay for the annual training period not to exceed ten (10) day or evening shifts in any calendar year, upon satisfactory evidence of his completion of the training period. If the employee is ordered to said duty for a period of less than ten (10) day or evening shifts, the employee shall use only the working days actually spent on said duty in calculating the aforesaid compensation unless the Reserve or National Guard unit is called to duty for emergency purposes (not regular drill periods), in which case the employee may use the working days, if any, remaining of the maximum ten (10) day or evening shifts allowed for his annual duty.

This Article is only intended for periods of military training duty. Employees called for active duty will be subject to applicable federal law. An employee called to military duty will apply to the Human Resources Director for a leave of absence under this article and provide a copy of the military orders. While on military leave, seniority will continue to accrue.

### 8-4. Jury Duty

If an employee is called to serve on jury duty and is regularly scheduled to work, he/she shall be paid the difference between compensation for serving on jury duty and his/her regular base pay. An employee serving on jury duty should make every reasonable attempt to report for work on the days on which he/she serves.

When an employee is regularly scheduled to work on the night before he/she has been required to serve on jury duty, he/she shall receive that night off with pay.

Documentary proof of actual service of jury duty must be presented to the Fire Chief in order for this compensation to be paid.

### 8-5. Leave of Absence

Employees may apply for a leave of absence without pay. The application must be approved by both the Fire Chief and the Personnel Board in order to be granted and will be granted only under unusual conditions. If a leave of absence is granted, no provision of this plan will apply, and seniority, sick leave and vacation shifts will not accrue during this absence. However, prior continuous service will be retained for purposes of seniority and eligibility for benefits. An employee may remain covered by the Town's Group Insurance Plan if he/she pays 100% of the premium. Employees absent from work whose accrued leave has been exhausted, whose FMLA benefits have been completely utilized and whose absence is not attributable to an injury received on duty, will be placed on a leave of absence.

## **ARTICLE 9 - VACATION**

### 9-1.a Accrual – Employees hired on or before 12/15/17

Employees hired on or before 12/15/17 shall accrue vacation in accord with the following schedule:

After six (6) months	2 Days and 2 Nights
One (1) to five (5) years	4 Days and 4 Nights
Five (5) to ten (10) years	6 Days and 6 Nights
Ten (10) to fifteen (15) years	8 Days and 8 Nights
Fifteen (15) years to twenty (20) years	9 Days and 9 Nights
Twenty (20) years to severance	10 Days and 10 Nights

9-1.b Accrual - Employees hired after 12/15/17

Employees hired after 12/15/17 vacation shall accrue on July 1<sup>st</sup> in accord with the following schedule:

1. After six (6) months	1 Day and 1 Night
2. One (1) to five (5) years	3 Days and 3 Nights
3. Five (5) to ten (10) years	5 Days and 5 Nights
4. Ten (10) to fifteen (15) years	7 Days and 7 Nights
5. Fifteen (15) years to severance	9 Days and 9 Nights

In the event a firefighter terminates employment prior to the end of the fiscal year, the firefighter's accrued vacation will be prorated according to the schedule and the prorated amount will be included in the firefighter's last paycheck. Any firefighter hired after the start shall accrue vacation for the fiscal year prorated rounded to the highest whole number.

Lateral hires who were employed full-time in a municipal fire department shall accrue vacation leave based on their seniority including prior full-time municipal fire department service.

9-1.c Accrual - Day shift Firefighter Paramedics (0700 - 1900 hours) hired after 12/15/17

Day shift Firefighter Paramedics (0700 - 1900 hours) hired after 12/15/17 shall accrue vacation in accord with the following schedule:

1. After six (6) months	2 Days
2. One (1) to five (5) years	6 Days
3. Five (5) to ten (10) years	10 Days
4. Ten (10) to fifteen (15) years	14 Days
5. Fifteen (15) years to severance	18 Days

For day shift Firefighter Paramedics hired after 12/15/17, vacation will be accrued semi annually as follows:

For 2 Days	2 Days on July 1 <sup>st</sup> , or 2 Days on January 1 <sup>st</sup>
For 6 Days	3 Days on July 1 <sup>st</sup> 3 Days on January 1 <sup>st</sup>
For 10 Days	5 Days on July 1 <sup>st</sup> 5 Days on January 1 <sup>st</sup>

For 14 Days	7 Days on July 1 <sup>st</sup> 7 Days on January 1 <sup>st</sup>
For 18 Days	9 Days on July 1 <sup>st</sup> 9 Days on January 1 <sup>st</sup>

The vacation year shall commence July 1 and conclude June 30.

**9-2. Utilization**

Employees shall utilize 1 day and 1 night of earned vacation to take one 24 hour vacation shift. Any vacation period may be taken one shift at a time provided that the Fire Chief or his designee has been notified at least one (1) shift prior to a vacation day and provided that replacement coverage has been obtained with the approval of the Fire Chief or his/her designee.

**9-3. Utilization Option**

For employees hired on or before 12/15/17 and at t the employee's discretion, payment of salary may be made in lieu of vacation up to a maximum of one (1) average workweek. For employees hired after 12/15/17, there shall be no payment in lieu of vacation.

**9-4. Vacation Year and Use Options**

The vacation year is from July 1 through June 30 of the following year. Earned vacation must be taken within the vacation year. Payment in lieu of vacation, in accord with 9-3, in excess of one average workweek or deferment of vacation past the vacation year is allowed only with the approval of the Personnel Board. Employees contemplating a deferment of vacation to the next year must notify the Fire Chief prior to May of each year. Vacations shall not be assigned.

**9-5. Limits on Utilization**

The Personnel Board recognizes the possibility may exist, where a Firefighter may be refused earned vacation time when a replacement cannot be obtained to cover his vacation absence or other valid emergency, and further recognizes the Chief of Department's right to refuse vacation leave under those circumstances.

**9-6. Limits on Utilization - Officers**

Officers will not be allowed to utilize vacation leave if another officer has been scheduled to receive vacation on the same shift without approval from the Fire Chief. Vacation leave will be scheduled on a first come, first serve basis and will receive prior approval by the Fire Chief.

**ARTICLE 10 - HOLIDAYS**

**10-1. Holidays with Pay**

All employees shall be allowed the following twelve holidays with pay: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

The following holidays will be paid on the calendar date on which they fall: New Year's Day (January 1<sup>st</sup>), Independence Day (July 4<sup>th</sup>), Veteran's Day (November 11<sup>th</sup>) and Christmas Day (December 25<sup>th</sup>).

## 10-2. Computation of Holiday Pay

- a. When a holiday falls on a day when an employee is not scheduled to be on duty during any part of that day, or is on authorized leave for that holiday, he/she shall receive an additional day off with pay or shall receive holiday pay in the amount of 10.5 hours straight time pay in addition to his/her regular pay. In order to qualify for holiday pay, an employee must be in full-pay status the shift immediately preceding the holiday and the shift immediately following the holiday. Full pay status refers to the receipt of compensation either from payment for time worked or the use of already accrued sick, vacation and or personal leave.
- b. When an employee works on a holiday which he/she is regularly scheduled to work, he/she shall receive an additional day off with pay or shall receive holiday pay at the rate of time and one-half base pay for the hours actually worked on the holiday, in addition to his/her regular pay. E.g., a firefighter who works during the hours of midnight to 8:00 a.m. on the holiday will receive 8 hours at time and one-half as holiday pay; and a firefighter who works during the hours of 8:00 a.m. to midnight on the holiday will receive 16 hours at time and one-half as holiday pay.
- c. When an employee is required to work on a holiday that is his/her regular day off, he/she shall receive overtime pay at the rate of time and one-half for the hours actually worked on the holiday in addition to 10.5 hours holiday pay.
- d. An employee who requests an extra day off with regular pay in lieu of 10.5 hours holiday pay or in lieu of 1.5 times holiday pay for hours worked on a holiday, if applicable, may be given an additional day off subject to the Fire Chiefs approval and available manning. Compensatory time off for hours worked on a holiday may only be awarded with approval of the Fire Chief and will be limited to no more than two (2) days carried simultaneously and must be used in the fiscal year in which it is accrued.
- e. When a shift exchange occurs on a holiday, individual firefighters involved in the shift exchange shall be entitled to no more than 10.5 hours holiday pay in addition to their regular weekly pay.

## **ARTICLE 11 - WORK SCHEDULES**

### 11-1. Hours of Work

The average workweek of uniformed Firefighters shall be forty-two (42) hours per week. The workweek shall consist of two (2) twenty-four (24) hour shifts, worked during an eight (8) day period over an 8-week cycle as shown in Appendix A.

Notwithstanding the first paragraph in Section 11-1, with the addition of the 25<sup>th</sup> and/or the 26<sup>th</sup> firefighters, the Fire Chief may assign one or two of the most junior firefighters to a day shift which shall have the work hours established as 0700 through 1900. The day shift will work a 4 days on, 4 days off schedule. This provision shall remain in effect for thirty-six (36) months from the start date of the 25<sup>th</sup> firefighter, or until the start date of the 28<sup>th</sup> firefighter, whichever comes sooner.

### 11-2. Shift Exchange

- a. With the approval of the Fire Chief or Officer in charge, employees shall have the right to exchange shifts when the change does not interfere with Department operations.
- b. Shift exchanges between employees shall be reconciled at least once each fiscal year, paying back exchanges that are owed on a regular basis with a reciprocal exchange.
- c. Shift exchanges between members shall be tracked for that purpose and maintained for the member's employment period.

- d. For shift exchanges on holidays, individual firefighters exchanging shifts on a holiday shall be entitled to no more than 10.5 hours holiday pay in addition to their regular weekly pay.

### 11-3. Alternate Assignment

At the discretion of the Fire Chief an employee may be approved or assigned for a whole or partial shift to an Alternate Assignment. An Alternate Assignment is generally given for attendance to trainings, meetings, or any other relevant reason the Chief deems appropriate (ex: shift move). Any member that is given an Alternate Assignment from their regularly scheduled shift is to return to duty once the assignment (meeting, program etc.) has concluded. Any member returning to duty for any reason while out on an Alternate Assignment, will not be eligible to be compensated any additional payment or time-off unless authorized by the Chief.

## **ARTICLE 12 - OVERTIME**

### 12-1. Overtime

If an employee shall be required to be on duty for any period in excess of his/her regular hours of duty as set forth in Section 1 of Article 11, he/she may be given time off equal to such period of overtime duty or, if time off cannot be given, he/she shall be paid for such period of overtime at the rate of one and one-half (1 ½) times the basic hourly rate of his/her regular compensation for his/her average weekly hours of regular duty. Earned leave time is to be considered as time worked. In order to protect the health and safety of an employee and his/her fellow employees, no overtime shall be assigned an employee until forty-eight (48) hours have elapsed after an employee returns from sick leave.

No employee shall be authorized to work more than forty-eight (48) consecutive hours except under emergency situations as determined by the Fire Chief. In emergency situations the Fire Chief may authorize an employee to work up to seventy-two (72) consecutive hours.

### 12-2. Recall to Duty

Any employee called back outside of his/her regular shift assignment for the particular week as set forth in Article 11, Section 1 shall receive a minimum of four (4) hours call back pay for bell alarms and three (3) hours call back pay for still alarms. An employee who has been called back and completes the call back period as deemed by the Shift Commander, and if recalled again, shall receive an additional four (4) hours call back pay for a bell alarm and three (3) hours call back pay for a still alarm. Employees called back to duty may be required by the Shift Commander to remain on site and perform appropriate duties for the balance of the call back period. However, if a call back occurs within one hour of an employee's scheduled starting time, call back pay will be paid only for the actual time involved before his/her starting time. Call back pay shall be paid at the rate of one and one-half (1 1/2) the basic hourly rate of his/her regular compensation for his/her average weekly hours of regular duty. If an employee being relieved of duty at 0800 or 1800 is held over any period of an hour, he/she shall receive one hour pay at the rate of one and one-half ( 1 1/2) times the basic hourly rate of his weekly pay. He/she shall receive time and one-half (1 1/2) for each additional hour of portion thereof until he/she is released from duty. Earned leave time is to be considered as time worked. The call back procedure shall include those members who reside within a seven (7) mile radius of Wayland's town lines. The "All Call" pager toner alert signal may be activated if the department is unable to reach off-duty members.

Call Back pay for non-emergency situations, such as staff meetings, fire prevention presentations, other training, etc. shall be time and one-half for each hour or fraction thereof, provided attendance at such meetings is voluntary and not mandatory.

If a firefighter is called back, on a call-back subsequent to the second call-back, the firefighter is ineligible for additional call-back pay until the end of the minimum time period for the first call-back. The additional time for the second or following call back shall not accrue until the end of the first call back at which time.



(No overlaps of call back pay.)

### 12-3. Overtime Opportunities

- a. Firefighter and officer replacement coverage for Sick, Vacation, Family Emergency, Bereavement, etc., shall be provided on the basis of two lists, one for days and one for nights which shall include in alphabetical order all regular firefighters and officers for callback coverage.
- b. Call Firefighters shall not be used to cover any part of a ten (10) or fourteen (14) hour shift.
- c. When station coverage is needed, as determined by the Fire Chief or his /her designee, for any reason, regular firefighters will have the priority of callback.
- d. Supplemental Coverage - snowstorms, floods, or emergency situations where additional personnel are needed to supplement the regular number of on-duty firefighters, call firefighters may be used.
- e. Officer overtime: Overtime for officers shall be run in the same manner as for firefighters.
- f. Officer coverage by firefighters: Except as provided in Article XIII of this contract, a firefighter shall not be used to cover any ten (10) or fourteen (14) hour Officer shift until all Officers have refused. If a firefighter is used in an Officer's position, he shall be paid at the second step of a Lieutenant's rate of pay unless this rate of pay is lower than his present rate of pay, then his rate of pay will be set at a rate of pay one step higher than what he is making as a firefighter. An Officer shall not be used to cover part of a ten (10) or fourteen (14) hour firefighters shift until all firefighters have refused to cover this shift.
- g. When an involuntary hold-over is required, the following condition(s) shall be met.
  1. At least one Officer shall be required to be on duty. The officer with the least amount of seniority shall be held-over.
  2. As usual, station assignments will be modified to keep ALS in service when possible.
  3. If two Firefighters are needed at Station# 2, then the firefighter with the least amount of seniority will be held over.

This clause is only to be used in emergency situations and not for other leaves.

### 12-4. Private Details

- a. At the Fire Chiefs discretion, private detail will be required for the demolition of buildings, blasting and any dangerous conditions requiring personnel and apparatus. No detail assignments will be made until the firm, person, corporation, agent of a municipality or entity requests such a detail.
- b. A detail roster consisting of all members of the unit shall be maintained by the Fire Chief or his/her designee.
- c. Effective September 14, 2023, employees who work private details shall be paid a minimum of four (4) hours at an hourly rate of \$55 per hour and the rate for private details on Sundays and holidays shall be \$60 per hour. Whenever a detail assignment is for the Town or its agent, employees shall be paid time and one-half their base hourly rate of pay.

### 12-5. Comp Time Alternative

Employees may request to convert earned overtime to Comp Time upon written request to the Fire Chief. The Fire Chief shall retain the discretion to approve such requests. The following provisions shall apply to

#### Comp Time:

- Earned overtime premiums (½ time equivalent) will be paid to employees.
- Only full shifts (10 hours or 14 hours) may be converted to Comp Time.
- The maximum amount of Comp Time an employee can have at any one time shall be 48 hours.
- Comp Time must be used within the fiscal year in which it was earned, or it will be paid at end of said fiscal year.
- Requests to use accrued Comp Time will be submitted in the same manner as vacation requests.
- The Officer tracking vacation accruals and utilization will also track Comp Time conversions and utilizations.

## ARTICLE 13 - ACTING POSITIONS

### 13-1. Conditions for Appointment - Acting Officers

In the event a fire officer becomes disabled for more than four (4) tours of duty (4 weeks), an acting officer may be appointed by the Fire Chief in a manner described in Section 2 of this Article. The term "disabled" as used in this section shall be defined as injured, personal illness or otherwise impaired from performing his duties.

### 13-2. Method of Appointment

The Fire Chief may appoint an acting officer in the following manner:

- An acting Deputy Chief shall be appointed from the Captain's rank. The Fire Chief shall have full discretion in appointing the Captain of his choice.
- An acting Captain shall be appointed from the established list of promotion to Captain. If no list exists, then the senior Lieutenant shall be offered the position. If he/she chooses to refuse, then the next senior Lieutenant will be offered the position and so on.
- An acting Lieutenant shall be appointed from the established list of promotion to Lieutenant. If no list exists, then the senior Firefighter shall be offered the position.

### 13 -3. Acting Specialists

Specialist positions, Fire Alarm Specialist, Fire Inspector and Fire Mechanic, are firefighters and subject to the contractual pay schedule. The Fire Chief may, at his/her discretion, designate an acting Specialist for periods when the Specialist is not available. If meaningful work needs to be performed and the Specialist is not available, the Acting Specialist shall be assigned the task. If the Acting Specialist performs the duties during his/her regularly scheduled shift, he/she shall be compensated only for the time spent performing the specialist function. If the Acting Specialist is called back to work, he/she shall be compensated a minimum of 3 hours overtime. Acting Specialist compensation shall be in accordance with 13-3a or 13-3b.

However, there exists times when the functions normally performed by Specialists are minor in scope, of critical importance or time sensitive. In such circumstances the Fire Chief may, at his/her discretion, temporarily have these specialist functions performed by qualified firefighters/officers in the appropriate specialty. When this happens, these firefighters/officers shall be compensated in the following manner:

- a. Straight Time: a firefighter/officer appointed by the Fire Chief to temporarily perform the duties of

a specialist shall receive pay which is the difference between the top step specialist and top step firefighter only for the time actually spent performing those specific specialist duties.

- b. Overtime: a firefighter/officer called in from off duty and appointed by the Fire Chief to temporarily perform the duties of a specialist shall receive overtime pay which is the difference between the top step specialist and top step firefighter only for the time actually spent performing those specific specialist duties.

## **ARTICLE 14 - SAFETY AND HEALTH**

### **14-1. Conditions and Equipment**

The Town and the Union shall cooperate in the matters of safety, health and sanitation affecting employees. The Town shall furnish turnout equipment, including coats, fire helmets, boots, self contained breathing apparatus and all other safety equipment which shall be required to be worn by employees on duty.

### **14-2. Physical Examination**

Any employee who voluntarily undertakes a physical examination off duty with his/her own doctor/ HMO shall be compensated with a three (3) hour overtime payment unless the examination exceeds three (3) hours, at which point the Fire Chief may allow one (1) additional hour of overtime payment at his /her discretion.

Compensation shall only be made after furnishing the Fire Chief with a release form from his / her doctor stating that the employee is fit for duty to work as a firefighter without restrictions.

### **14-3. No Smoking Provision**

In accordance with M.G.L. Chapter 41 Section 101A and the provisions of this contract, firefighters and officers shall be prohibited from smoking any and all tobacco products. Failure to abide by this provision may result in immediate discharge.

### **14-4. Screening and Vaccines**

The Town shall provide at no cost to the employee, TB, Hepatitis B Screening and vaccines. Such screening and vaccines shall be optional to employees and shall be provided by a health care agency approved by the Town.

### **14-5. Physical Fitness Facility**

Each fiscal year, the Town will provide a sum of \$2,000 within the Fire Department budget for the purpose of enhancing Firefighters general health and physical fitness. Said annual contribution may be used towards a public safety membership at a health fitness facility. Funds may also be used to repair or enhance existing fitness equipment in the Public Safety Building. Under no circumstance shall the Town's total obligation exceed the \$2,000 amount.

## **ARTICLE 15 - WORK RULES AND DUTY REQUIREMENTS**

### **15-1. Work Requirements**

Each employee shall be required to report to work on time, and may leave the job early after proper permission from an officer on duty is granted and the employee is properly relieved.

### 15-2. Absenteeism

If an employee does not expect to work because of any emergency or other justifiable cause, he/she must notify his/her superior officer a minimum of ninety (90) minutes before the start of duty. This provision shall not be interpreted as condoning repeated absences from work on the part of any employee.

### 15-3. Standard Operating Procedures

Standard Operating Procedures (SOPs) will be developed and implemented by the Fire Chief; such SOPs shall not conflict with any express provision of this collective bargaining agreement.

### 15-4. Rules

The Fire Chief may adopt and publish rules in the Rules and Regulations of the Department for the operation of the Department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

If the Fire Chief proposes any rule changes, except rules pertaining to immediate safety considerations, such changes would require thirty (30) days notification prior to implementation. Such notification would be given by the Fire Chief.

### 15-5. Training

Each new employee shall be required to attend a recruit training academy as soon as possible upon appointment. Whenever possible and in consideration of available space, as determined by the Fire Chief, new hires will attend the T. Dustin Alward Massachusetts Firefighting Academy. If for any reason the Alward Academy is not in operation, the Fire chief may select an alternative training academy. It is recognized that successful completion of a recruit training academy is a condition of continued employment, and that failure by any firefighter to complete the academy that he/she is scheduled to attend will result in separation from the department. Separation for this reason shall be final and not subject to arbitration under the provisions of this contract and/or any applicable law.

### 15-6. Return from Leave

An employee returning to duty from a leave for a period of 3 months or longer will be required to receive refresher training upon his /her first regularly scheduled return-to-duty shift. Said refresher training will include, but not be limited to a review of equipment, SOPs, treatment protocols.

## **ARTICLE 16 - DISCIPLINARY ACTION**

### 16-1. Limits and Conditions

No employee shall be discharged from duty except for cause after a hearing before the Fire Chief, and no employee shall be suspended from duty except for cause. This Article does not apply to newly hired probationary employees.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

### 17-1. Procedure

- Step 1 Any employee who feels he has a grievance may take the matter up with the Fire Chief in writing within thirty (30) days after the employee knew or should have known of the occurrence of the action or condition being grieved.
- Step 2 If the matter is not cleared up following a discussion with the Fire Chief, the employee may submit his/her complaint in writing to the Personnel Board within fourteen (14) days. The Personnel Board or its designee will attempt to reach a mutually satisfactory adjustment within thirty (30) days.
- Step 3 If the matter is not satisfactorily settled within thirty (30) days after a written complaint is made, the employee may submit the question to the Board of Selectmen or its designee. The Board of Selectmen or its designee shall take the matter under advisement, may issue a decision or may hold a public or private hearing, and shall render a decision within thirty (30) days.

If the employee and/or Union fails to comply with the time limits identified in this article, then the employee and/or Union is foreclosed from pursuing the grievance any further.

### 17-2. Union May Process Grievance

An employee may select the Union as his/her representative in processing the grievance at any step in the Formal Grievance Procedure. If an employee so chooses, then the Union, its representative and/or counsel may act in all respects in place of the employee. The employee will be required to attend any meetings or hearings if so requested by the Town.

### 17-3. Processing Grievances

A representative from the five (5) members of the Union Grievance Committee to be named in writing by the Union shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which members are scheduled to be on duty. The Union will supply the names of the members and any changes to the Union Grievance Committee to the Fire Chief and the Human Resources Director.

## **ARTICLE 18 - FAMILY MEDICAL LEAVE**

### 18-1. Family Medical Leave

An employee shall be entitled to FMLA leave for any of the purposes listed in the federal Family and Medical Leave Act of 1993, as it may be amended. Employees will be required to comply with any obligations defined in the legislation. For items not defined by law, Town policy will apply. For the purpose of determining leave eligibility under FMLA, the twelve-month roll back method shall be used. While on FMLA leave, an employee may use already accrued sick and/or vacation leave.

## **ARTICLE 19 - PARENTAL LEAVE**

Employees shall be afforded with applicable rights to Parental Leave as provided by the Massachusetts Maternity Leave Act (MMLA), M.G.L. Chapter 149, s 105D was expanded to include coverage for parental leave for full-time male employees in addition to full-time female employees.

19-1.

The employee shall notify the Fire Chief and Human Resources Director of their need for leave as soon as practicable, but no less than thirty (30) days prior to the anticipated date of departure for FMLA or two (2) weeks prior to anticipated date of departure for Massachusetts Maternity Leave Act (MMLA). The employee will submit a request for Maternity/FMLA leave, which includes a statement of the employee's intention to return to their position as well as a doctor's statement with, an expected date of delivery. Eligibility for leave will be assessed in accordance with the provisions of FMLA or MMLA and any leave approved may be subject to the provisions of both acts.

19-2.

Should the Fire Chief, at any time, have reason to believe the firefighter constitutes a hazard to herself, her fellow officers, the department and/or the general public, the Fire Chief shall have the right to order a medical exam regarding the suitability for the essential functions of the job. Any disputes regarding fitness for duty, either pro or con, by either party, will be referred to a physician for a definitive decision.

19-3.

A firefighter, while on an approved paid or unpaid MMLA/FMLA leave, may continue membership in the health and life insurance plans in accordance with the applicable legislation and Town policy for the duration of the leave.

19-4.

A firefighter on an approved MMLA/FMLA leave shall be eligible to advance on the salary schedule per the normal time and procedure.

19-5.

Upon return to work (within eight (8) weeks - MMLA; twelve (12) weeks - FMLA, if eligible) the employee shall present a letter from her doctor stating that she may return to work. Upon return, she shall be returned to the same or similar position, subject to statutory exceptions.

19-6.

In no event shall this policy be construed as implementing or constituting a so-called light duty provision of this collective bargaining agreement.

19-7.

Maternity leave may be designated by the employer as leave under the Massachusetts Maternity Leave Act and/or the Family Medical Leave Act.

19.8.

In all cases, the provisions of MMLA, FMLA, and ADA will govern over the contents of this Article.

## **ARTICLE 20 - MANNER OF PERSONNEL REDUCTION PROCEDURES**

20-1. Reduction

In case the Town decides to reduce the number of Fire Department Personnel for lack of work, the Firefighter with the least amount of time in service shall be laid off first.

According to the following:

a. Officers - Deputy Chief

In the event of a reduction in force in the classification of Deputy Chief, the Deputy Chief will be reduced to the rank of Captain and the appropriate pay grade for his / her time in service. The Captain with the least time in grade shall be reduced to the rank of Lieutenant.

b. Captains

In the event of a reduction in force in the classification of Captain, the Captain will be reduced to the rank of Lieutenant and the appropriate pay grade for his/her time in service. The Lieutenant with the least time in grade shall be reduced to the rank of firefighter.

c. Lieutenants

In the event of a reduction in force in the classification of Lieutenant, the Lieutenant will be reduced to the rank of firefighter and the appropriate pay grade for his/her time in service. The firefighter with the least time in grade shall be laid off first.

d. Technical - (Firefighter Mechanics and Firefighter Electrician)

In the event of a reduction in force in a Firefighter Mechanic or a Firefighter Electrician, the employee in the technical discipline with the least time as a firefighter will be reduced to the rank of firefighter and the appropriate pay grade for his/her time in service. The firefighter with the least time in grade shall be laid off first.

e. Inspector - (Fire Prevention Inspector)

In the event of a reduction in force in a Fire Inspector, the Fire Inspector with the least time as a firefighter will be reduced to the rank of firefighter and the appropriate pay grade for his/her time in service. The firefighter with the least time in grade shall be laid off first.

## 20-2. Recall Provision

All laid off Firefighters shall have recall rights for three (3) years from the date of layoff. No new employee may be hired while a Firefighter still has recall rights. Each laid off Firefighter who desires to be considered for reappointment shall periodically advise the Department as to his current address. If a laid off Firefighter does not respond within ten (10) calendar days following the mailing of a recall notice by certified mail return receipt requested to his last known address, the recall rights shall be canceled. Upon recall from layoff exceeding twelve (12) months, a firefighter must successfully complete a pre-employment physical and a strength and agility test as administered to all new firefighters.

## 20-3. Seniority

The last employee hired shall be the first laid off.

# **ARTICLE 21 - PROBATION PERIOD**

## 21-1. Scope and Considerations

No appointment or employment as a regular Firefighter shall be deemed final and regular until after the expiration of a period of one (1) year's probationary service and successful completion of the Fire Academy, whichever comes later. The probationary period for promotional classifications shall be six (6) months. During this probationary period of any employee, the Fire Chief may terminate the employment of a new employee or return a promoted employee to his former classification, if during this period upon observation and consideration of his performance of duty, he shall deem him unfit for such appointment. Any such action taken by the Fire Chief will not be subject to the grievance process.

## ARTICLE 22 - WAGES

### 22-1. Annual Wage Schedule

Wages shall be paid in accordance with Appendix B.

Amend the wage schedule and Appendix B to reflect the following increases:

Effective July 1, 2020 +2.00%

Effective July 1, 2021 +2.00%

Effective July 1, 2022 +2.50%

### 22-2. Uniform Allowance

Effective July 1, 2015, the town shall pay for uniforms, including quick-hitch shoes and other outer clothing deemed necessary for the use of employees during the course of their employment. The annual uniform allowance shall increase to \$900 per year and shall be paid in two equal installments per year, at the beginning of September and March.

### 22-3. C.P.R. Instructor Pay

The Fire Chief shall designate one C.P.R. Instructor/Trainer who shall receive \$200.00 per year for possession of a current and valid certification for the purpose of teaching Cardiopulmonary Resuscitation (CPR) to public safety personnel. Certification must be based on training approved by the Massachusetts Department of Public Health. A valid certificate must be presented to the Chief annually.

Payment will be made twice a year, at the end of July and the end of January, each payment will consist of half (1/2) of the yearly amount. To qualify, an employee must file a copy of a current and valid certificate with the Fire Chief who will certify eligibility to the Personnel Board, at no cost to the Town.

### 22-4. Educational Incentive Pay

Employees who have earned academic credit toward a Bachelors' Degree or an Associates' Degree in either Fire Science, Social Work/Psychology, Medical Technology, Management and Public Administration at an approved educational institution as listed in the annual publication of the U.S. Office of Education entitled: "Education Directory, Higher Education" and any other institutions mutually agreed upon by the parties to this contract, shall be entitled to receive incentive pay in accordance with Appendix C. As of July 1, 1995 any employee who is receiving educational incentive pay and does not qualify for incentive pay under the amended Appendix C, shall continue to receive educational incentive in the same amount in effect on July 1, 1995.

As of July 1, 1995, all employees who are presently entitled to educational incentive pay in a course of study not related to either Fire Science, Social Work/Psychology, Medical Technology, Management and Public Administration, shall continue to receive educational incentive in the same amount in effect on June 30, 1996.



Payment will be made twice a year, at the end of August and the end of February, each payment will consist of half (1/2) of the yearly amount. To qualify, an employee must file a copy of his transcript with the Fire Chief not later than July 15 of each year. The Fire Chief and the Personnel Board will review the educational history of each member of the Department and establish credits to be in effect for the fiscal year. No further credit will be recognized during the fiscal year once determination has been made for that fiscal year.

In the event that an employee takes a credit course towards his associates degree in Emergency Medical Technology, upon completion of the course and proper certification by the National Registry of Emergency Medical Technicians, he shall file under Section 3 of this Article and shall not receive duplicate pay under Section 3.

### 22-5. EMT Pay

All members of the unit shall be certified EMT's under the provisions of Massachusetts Law as a condition of employment.

Firefighters with an EMT-B certification will be paid an annual stipend in accordance with the following schedule:

Effective Date	Annual Stipend
July 1, 2020	\$2,750.
July 1, 2021	\$3,000.
July 1, 2022	\$3,250.

This stipend will be paid on an hourly basis, included in base wages, and will be counted towards overtime calculations.

### 22-6. Treatment of Incentive Pay

Pay under Sections 3 and 4 above are subject to taxation and to retirement credit.

### 22-7. Rate at Hire

Newly hired firefighters with previous experience from another Fire Department will be paid at a rate to be determined by the Fire Chief. Previous background and experience will be among the factors considered in determining the initial rate of pay.

### 22-8. Bi-weekly Pay and Direct Deposit

Employees will be paid on a bi-weekly basis. Employees will receive their pay via direct deposit. Pay advices will be distributed to employees electronically.

### 22-9. Certifications

Effective 7/1/07, firefighters who obtained certification as identified below and who provide satisfactory documentation of their certification by the Massachusetts Fire Training Council or the National Board on Fire Service Professional qualifications to the Fire Chief, will be eligible for the following annual stipends:

Firefighter 1/2 - \$100		
Fire Instructor 1 - \$100	Fire Instructor 2 - \$200	
Fire Officer 1 - \$100	Fire Officer 2 - \$200	Fire Officer 3 - \$300

Firefighters who receive Firefighter 1/2 certification through graduation from the Fire Academy are

ineligible for the Firefighter 1/2 stipend. The total stipend paid to any firefighter will not exceed \$900 annually. In order to qualify for a Fire Officer 1 stipend, a firefighter must have 5 years career service in the Wayland Fire Department. In order to qualify for a Fire Officer 2 or 3 stipend, a candidate must be an officer in the Wayland Fire Department.

Payment will be twice a year: at the end of September and at the end of March. Each payment will consist of ½ the annual amount. To qualify for the stipend, employees must file satisfactory documentation to the Fire Chief no later than July 15<sup>th</sup> of that fiscal year.

## **ARTICLE 23 - ADVANCED LIFE SUPPORT (ALS) - PARAMEDICS**

### **23-1.**

The Town of Wayland, at its sole discretion, may implement an Advanced Life Support (ALS) level of Emergency Medical Service. The Fire Chief, with input from the Town Administrator, shall determine the requirements for ALS service. Said parameters shall include, but not be limited to hiring Firefighter/Paramedics, determining the number of Firefighter/ Paramedics required to operate the program, the number of ALS shifts and the number of paramedics required per shift. The Town may unilaterally discontinue or limit the ALS program, which decision shall not be grievable.

### **23-2.**

For purposes of initially staffing Firefighter/ Paramedic vacancies, an internal notice will be provided to all current Firefighter/EMTs. Those individuals who wish to pursue a Firefighter/Paramedic position may apply to the Fire Chief for consideration. For the initial staffing only, the Town will send selected Firefighter/EMTs to training for certification as a Paramedic. The following parameters shall apply to this initial Paramedic staffing:

- A. Internal Firefighter/EMTs who apply for Paramedic training under the initial program will be interviewed by a Medical Review Panel (MRP) appointed by the Fire Chief. The MRP will recommend to the Fire Chief candidates for inclusion into the program. The final selection will be at the sole discretion of the Fire Chief. Said recommendations and decisions for inclusion into the paramedic program are not grievable. The parties agree that Local 1978 may have an observer present during the paramedic interview process.
- B. The Fire Chief shall determine the number of internal Firefighter/ EMTs that will be placed into the program. The Fire Chief will also determine the number of internal participants for any one training cycle.
- C. Selected internal candidates will be required to attend all paramedic training sessions. Should a training session be scheduled during a regular work shift, the Firefighter / EMT will be released from their shift for the duration of the training, but will be expected to return to work at the conclusion of the training. Internal candidates attending off-site paramedic training shall be provided with reasonable travel time to attend and return from training.
- D. Upon acceptance into the paramedic training program, Firefighter / EMTs shall sign an agreement to remain in the employment of the Wayland Fire Department for a period of 5 years following paramedic certification. Any Firefighter who signs an agreement and leaves the employment of the department before the designated period expires shall repay the Town for any tuition, related expenses and training stipends. Should a program participant be terminated before the expiration of the agreement, there will be no obligation to repay the Town for tuition, related expenses and training stipends

- E. Should the Town determine that it wants to discontinue providing an ALS service to the community, any Firefighters who have entered into an agreement as identified in Article 220 will be paid as Firefighter/Paramedics until the expiration of their agreements.
- F. The Town agrees to pay for related expenses for paramedic training to include tuition, books, lab fees and materials.
- G. Upon completion of each of the first 2 semesters of paramedic training, program participants shall receive a stipend of \$1,000 (total of \$2,000). Upon the completion of the 3<sup>rd</sup> semester, program participants will receive a stipend of \$2,000. An additional stipend of \$2,000 will be paid upon attaining the paramedic certification. Total stipends for any participant completing the program and receiving Paramedic certification shall not exceed \$6,000.

23-3.

Firefighter/Paramedics will be paid an annual stipend in accordance with the following schedule:

Effective Date	Annual Stipend
July 1, 2020	\$9,450.
July 1, 2021	\$10,450.
July 1, 2022	\$11,450.

This stipend will be paid on an hourly basis, included in base wages, and will be counted towards overtime calculations. Should a Firefighter/Paramedic not maintain their Paramedic Certification, the Firefighter/Paramedic will be re-classified as a Firefighter/EMT and no long be paid the Paramedic stipend.

23-4.

Paramedic and Basic EMT re-certifications costs will be paid by the Town in accord with the following:

- a. Costs shall include fees for courses required by state regulations. Fees shall include course costs, instructional costs and lab fees.
- b. The Department will sponsor one such recertification class per the recertification period every two years. Attendance at a non-Department sponsored class shall not be reimbursable.
- c. The Department will sponsor one PALS and one ACLS recertification class for Paramedics per the recertification period every two years. Attendance at a nonDepartment sponsored class shall not be reimbursable.

23-5.

Until the Wayland Fire Department is staffed with 12 full-time Firefighter/Paramedics, the department shall continue to employ per diem paramedics as a 3<sup>rd</sup> person in addition to a fully staffed ambulance for ALS purposes when Firefighter/Paramedics are not available to fill a designated shift. At no time shall more than 1 per diem paramedic be used to supplement Firefighter/ Paramedic absences. Nothing in this article will effect the current staffing levels in this contract for Firefighters engaged in firefighting, emergency response or rescue operations.

23-6.

The Town and the Union agree that the parties shall meet from-time-to-time to discuss the implementation and operational details of ALS services. The Town reserves the right for final decisions on all ALS matters.

**ARTICLE 24 - SAVINGS CLAUSE**

**24-1. General**

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

**ARTICLE 25 - STABILITY OF AGREEMENT**

**25-1. General**

The failure of the Town or the Association /Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or the Association/Union to future performance of any such term or condition, and the obligations of the Association/Union or of the Town to such future performance shall continue in full force and effect.

**ARTICLE 26 - DURATION OF AGREEMENT**

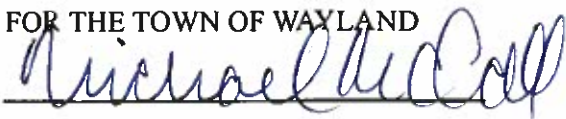
**26-1. General**

The parties hereby execute and agree that the provisions of the contractual agreement for and between the parties, dated July 1, 2020 through June 30, 2023, shall remain in full force and effect except as it may be amended, deleted or added to by the parties and until such time as a successor agreement is executed.

When the parties desire to negotiate changes or revisions to this agreement, either party may serve notice upon the other, up to six (6) months in advance, but at least sixty (60) days prior to June 30, 2023, advising that such party desires to revise or change terms or conditions of the Agreement. Upon notice, each party agrees to commence negotiations.

All terms and conditions agreed to as written:

FOR THE TOWN OF WAYLAND

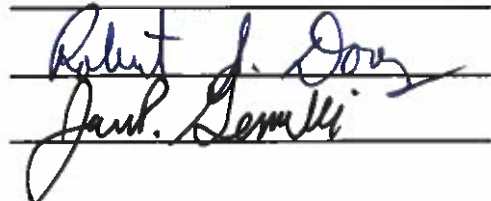


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FOR THE IAFF LOCAL 1978, AFL-CIO



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## APPENDICES

### APPENDIX A WAYLAND FIRE DEPARTMENT WORK SCHEDULE

Fire personnel shall be assigned to one of four work groups. Groups work a 42-hour workweek averaged over an 8-week cycle. Shifts are 24 hours in length commencing at 08:00 on the date indicated. The letters A-B-C-D identify the work groups. A sample schedule is provided below for reference purposes. The actual work schedules are available from the Office of the Fire Chief.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	A	D	A	B	C	B	C
Week2	D	A	D	A	B	C	B
Week3	C	D	A	D	A	B	C
Week4	B	C	D	A	D	A	B
Week5	C	B	C	D	A	D	A
Week 7	B	C	B	C	D	A	D
Week8	A	B	C	B	C	D	A

In accord with the provisions of Article 11-1, the Fire Chief may assign one or two of the most junior firefighters to a day shift which shall have the work hours established as 0700 through 1900. The day shift will work a 4 days on, 4 days off schedule

**APPENDIX B ANNUAL WAGE SCHEDULE**

<b>Effective: July 1, 2020</b>		<b>2.0% increase</b>		<b>FY 2021</b>			
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>15 Years</b>	<b>25 Years</b>
Deputy	F-6E				90,836	93,560	96,367
Captain	F-5E	76,559	78,905	81,443	83,977	86,495	89,090
Lieutenant	F-4E	70,237	72,390	74,718	77,181	79,497	81,882
FF/Elec/Mech/Insp	F-3E	66,717	68,692	71,131	73,471	75,675	77,945
Firefighter/EMT	F-1E	60,764	62,724	64,756	66,857	68,862	70,928

<b>Effective: July 1, 2021</b>		<b>2.0% increase</b>		<b>FY 2022</b>			
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>15 Years</b>	<b>25 Years</b>
Deputy	F-6E				92,652	95,432	98,295
Captain	F-5E	78,091	80,483	83,072	85,656	88,225	90,872
Lieutenant	F-4E	71,642	73,838	76,213	78,725	81,087	83,520
FF/Elec/Mech/Insp	F-3E	68,051	70,066	72,552	74,940	77,189	79,504
Firefighter/EMT	F-1E	61,979	63,979	66,052	68,194	70,239	72,347

<b>Effective: July 1, 2022</b>		<b>2.5% increase</b>		<b>FY 2023</b>			
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>15 Years</b>	<b>25 Years</b>
Deputy	F-6E				94,968	97,817	100,752
Captain	F-5E	80,043	82,496	85,149	87,797	90,431	93,144
Lieutenant	F-4E	73,433	75,684	78,119	80,693	83,114	85,608
FF/Elec/Mech/Insp	F-3E	69,752	71,818	74,366	76,814	79,118	81,492
Firefighter/EMT	F-1E	63,529	65,578	67,703	69,898	71,995	74,155

APPENDIX C      EDUCATIONAL INCENTIVE SCHEDULE

Effective July 1, 2017:

Minimum Number of Semester Credit Hours		Annual Incentive Pay
9	\$ 375	
18	\$ 750	
27	\$1050	
36	\$1,375	
45	\$1,600	
60 (Associates)	\$2,875	
Bachelors		\$3,375
Masters		\$3,750

Effective 7/1/18 the following changes are effective:

60 (Associates)	\$2,875	\$3,575
Bachelors	\$3,375	\$4,375
Masters	\$3,750	\$5,050

Effective 7/1/19 the following changes are effective:

60 (Associates)	\$3,575	\$4,275
Bachelors	\$4,375	\$5,375
Masters	\$5,050	\$6,375

Incentive Date    Incentive Amount

July 1, 2015    \$2,875

**APPENDIX D      AUTHORIZATION AND ASSIGNMENT CARD**

**Payroll Deduction Authorization**

As a newly appointed employee of the Wayland Fire Department, having accepted this position and the conditions set forth in the Collective Bargaining Agreement, Article 2, Section 2, Check-Off, I agree that after 30 days of employment, I will permit the Town of Wayland to make weekly dues deductions from all future payroll checks.

**Employee:** \_\_\_\_\_

**Union Official:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_



APPENDIX E     SICK LEAVE CERTIFICATE



**CONFIDENTIAL**

**Certificate by Primary Care Physician or Associated Medical Professional, Treating Dentist, etc. of  
Patient Inability to Work Due to Illness**

\_\_\_\_\_  
Date

To:    Town of Wayland Human Resource Director

Re:    \_\_\_\_\_

Employee Name

---

1.    This is to certify that I have consulted with the above individual on:

\_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_

Date (s)

Please Enter Pince (Office, Hospital. etc.+) or by Telephone

2.    It is my medical opinion that he/she should be out of work due to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please State Nature of Illness

3.    The expected duration of the illness is \_\_\_\_\_ calendar days  
commencing on \_\_\_\_\_.

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Please Print Name/Title

\_\_\_\_\_  
Telephone

I certify that the above is true.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## APPENDIX F      JOB DESCRIPTIONS/POSITIONS

### Deputy Chief

Effective upon ratification of the Memorandum of Agreement dated January 11, 2016 and approval of the Agreement by the Board of Selectmen, the Acting Deputy Chief (Holland) shall be appointed to the position of Deputy Chief. When Deputy Chief Holland retires or separates from the position of Deputy Chief in the Wayland Fire Department for any reason including but not limited to promotion to a higher rank, the Deputy Chief position is eliminated and the position of Senior Captain is created. The Senior Captain shall be compensated grade F6E in the Annual Wage Schedule in Appendix B. The appointment of a Senior Captain shall be at the discretion of the Chief from the Captain rank. The Senior Captain, in the absence of the Chief and Assistant Chief, may be assigned to assume the role of the Assistant Chief.

In addition to the title, the following changes are made to the language contained in the Deputy Chief job description:

#### Supervision Exercised

Occasionally assumes the duties and responsibilities of the Fire Chief or Assistant Fire Chief in their extended absence or incapacity, as prescribed by the Chief or in both their absences by direction of the Town Administrator....

#### Job Environment

... May be required to alter their regular hours of work if and when assigned to perform the duties of the Fire Chief or Assistant Fire Chief.

The parties agree to review the effectiveness of the Senior Captain position in the next round of contract negotiations.

### Assistant Fire Chief

Union recognizes the establishment of the non-union, Assistant Fire Chiefs position as second in command of the Wayland Fire Department. The union has reviewed the job description for the Assistant Fire Chief. The parties recognize that some of the duties and responsibilities of the Assistant Fire Chief are shared duties with employees in the bargaining unit, and agree that the Town has satisfied the bargaining obligations associated with the creation of the Assistant Chief.

**APPENDIX G WORKING SECOND JOB NOTIFICATION AND AUTHORIZATION**

**Town Of Wayland Fire Department Working Second Job Notification and Authorization**

To Be Completed by Firefighter

Firefighter /Officer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Current Status: \_\_\_\_\_IOD (11 IF) \_\_\_\_\_Sick \_\_\_\_\_Date of Last Shift Worked

Description of second Job and or task to be performed:

\_\_\_\_\_  
\_\_\_\_\_

Describe Limitations or restrictions to work as a firefighter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of next medical review:      Signature of Firefighter:

\_\_\_\_\_

**To be completed by treating physician:**

Name (Print): \_\_\_\_\_ Phone: \_\_\_\_\_

The above named person is under my care. Based on the duties or tasks described above to perform the work of a second job, performing the work of the second job will not hamper, delay or interfere with the treatment or recovery of the firefighter's illness or injury nor will it impede their ability to return to work as a firefighter.

I will be re-evaluating the firefighter on or before (date or time frame) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX H      RADIUS FOR RESIDENCY**

The Rules and Regulations shall be amended to extend the radius for residency from 15 miles to 20 miles from the Wayland town line.