

# **AGREEMENT**

Between

*The Town of Framingham*

and

*Framingham Firefighters,*

*Local #1652*

*IAFF, AFL-CIO*

*July 1, 2011 – June 30, 2014*

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## PREAMBLE

***THIS AGREEMENT***, entered into by and between the ***Town of Framingham***, of the Commonwealth of Massachusetts, a municipal corporation chartered by said Commonwealth, and hereinafter referred to as the "***Town***" and the ***Framingham Fire Fighters, Local #1652, IAFF, AFL-CIO***, hereinafter referred to as the "***Union***".

## WITNESSED

***NOW, THEREFORE***, in consideration of their mutual promises the parties agree as follows:

## ARTICLE I

### ***Section 1***

#### ***Recognition.***

The Town of Framingham recognizes Local #1652, IAFF, AFL-CIO, as the sole and exclusive bargaining agent for all uniformed members of the Fire Department or any others served by this Agreement exclusive of the Chief of the Fire Department and Deputy Fire Chiefs.

The rights of the Town of Framingham and employees of the Fire Department shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

### ***Section 2***

#### ***Management Rights.***

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement. Among the management rights vested in the Town are the right in accordance with applicable law, to hire, promote, transfer, suspend, demote, discharge, and to relieve employees from duty, and such other rights as are granted by law.

The Town must have the capability to protect the public against fire and other hazards and to take whatever action is necessary in emergency situations. The Town shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the Town and the qualifications of each employee.

Commencing October 1, 1993, there shall be no involuntary transfers of bargaining unit employees without just cause.

In the event an assignment becomes vacant due to retirement, resignations, or promotions, that position will be put out to bid for 14 days. The Chief will make an assignment from that bid list. If no bids are received, the Chief may make an assignment to that position. The bid chain for any position will run for 2 cycles. After that second cycle, the Chief may make an assignment. ( FY08 MOU)

### ***Section 3.***

#### ***Non-Discrimination.***

The Town and Union agree that they will continue their present policy and practice of not discriminating against any employee because of union membership and activities or the lack of membership or the refraining from engaging in union activities. Further, the Town and Union agree that they will continue their present policy and practice of not discriminating against an employee because of race, color, creed, religion, age or sex as provided by law.

**Section 4.**

***Dues Deduction.***

In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages, periodic Union membership dues from those employees who individually authorize such deduction on an appropriate form. The Town will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the second pay period of the succeeding month.

The Union shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section.

**Section 4A.**

***Agency Service Fee.***

Pursuant to General Law, 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, or the execution date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union any Agency Service Fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The Agency Service Fee shall be deducted each pay period and shall not exceed in amount the sum set from time to time by the Union as their regular dues.

**Section 5.**

***Time-Off- Union Business.***

All employees covered by this Agreement, who are officers of the Union or who are appointed by the Union as members of said Union's Collective Bargaining Negotiation Unit (not to exceed three (3)), shall be allowed time off upon proper notification to Chief or Deputy Chief on duty, for official business in connection with negotiation conferences with the Town officials or the Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time.

The Union shall submit to the Chief of the Department the names of the officers of the Union, said Union's collective bargaining unit and elected delegates to AFL-CIO conventions.

**Section 6.**

***No Strike Clause.***

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of himself or by any other employee. This shall be subject to enabling legislation authorizing any or all such activities or other changes in the statute.

**ARTICLE II**

**Section 1.**

***Retention of Civil Service Rights.***

Members covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

Seniority for the purposes of all contractual benefits set forth herein (i.e., vacation) shall for any bargaining unit members hired after the effective date of the 1988 Agreement, be from the date of original appointment to the Framingham Fire Department, with the exception of bargaining unit members who were grandfathered from the date of the 1988 Agreement. Seniority for all officers shall be from the date of original appointment to an officer's position. This section shall become effective on September 16,

1993.

**Section 2.**

***Vacancies Officers and Fire Fighters.***

As far as possible, the Department shall continue to anticipate and plan for filling vacancies in the rank of officers and fire fighters, as now covered by the By-Law and the Department orders.

**Section 3.**

***Working Out of Grade.***

A Private working and performing the duties of a Lieutenant (assigned as Acting Lieutenant) shall be paid at the lowest rate of pay established for Lieutenant.

If it is anticipated that a Private performing the duties of a Lieutenant will exceed five (5) days and a Civil Service list is established, the Private whose name is within the top three (3) of said list for appointment as Lieutenant may be so assigned.

A Lieutenant assigned as Acting Captain and performing the duties of a Captain shall be paid at the lowest rate of pay established for a Captain.

A Captain assigned as Acting Deputy and performing the duties of a Deputy shall be paid at the lowest rate of pay established for a Deputy.

Any member with 26 or more years of town service shall be paid no lower than step 4 when working in the next higher grade. (FY09 MOU)

**Section 4.**

***Dispatcher Pay.***

All permanently assigned fire fighters performing the duties of Dispatcher or Fire Prevention will receive an across the board increase to FF-2 step 2 (typo step 1 does not exist). Non-assigned fire fighters while performing the duties of dispatcher or fire prevention will for those hours actually worked in those capabilities, be paid in accordance with Article II Section 3 (working out of grade). (Mutually agreed on language change) In the event an assigned fire fighter is relieved from either duty due to a light duty replacement, he is still considered assigned and will be reinstated once the light duty is completed.

**ARTICLE III**

**Section 1.**

The regular work week for uniformed members of the Fire Department shall not exceed forty-two (42) hours, averaged over an eight (8) week cycle as follows:

One (1), twenty-four (24) hour shift followed by forty-eight (48) hours off-duty, followed by another twenty-four (24) hour shift, followed by four (4) days off.

An employee who is authorized to leave work because of illness, family problem or other reason, shall be charged hour for hour for the number of hours the employee must leave work. Said charge shall be against sick time or comp time, as appropriate.

**Section 2.**

There shall be one (1) tour of duty consisting of twenty-four (24) hours from 8:00 A.M. of one (1) day to 8:00 A.M. of the next day.

Each employee is assigned to a regular work schedule as a member of a group. When an employee's regular work schedule is to be changed, the Chief shall give at least seven (7) days notice to the employee affected of such change.

No fire fighter shall be permitted, except with the approval of the Chief, to work more than 62 consecutive hours, or 96 hours in any one week period.  
(Language deleted from FY08 MOU)

The parties agree that working conditions pursuant to the twenty four hour schedule shall be modified as set forth in Special Order 93/36, as amended by Exhibit A, both of which are annexed hereto.

***Section 3.***

***Held in Excess of Those Hours.***

All hours worked in excess of an employee's regular shift, shall be compensated for at the overtime rate of pay hereinafter set forth. Employees held in excess of those hours shall be paid for actual time worked with a minimum pay of one (1) hour. If the employee is held in excess of one (1) hour, overtime shall be computed to the next hour or thirty minutes past the hour.

At the discretion of the Chief, or his designee, the employee may be held during this period for additional work.

***Section 4.***

***Recall to Duty.***

Employees covered under the term of this Agreement called back to duty shall be compensated for at least three (3) hours at the overtime rate of pay. The overtime worked in excess of three (3) hours shall be computed to the next even hour or thirty (30) minutes past the hour at the overtime rate of pay hereinafter set forth.

***Section 5.***

***Overtime Rate of Pay.***

The overtime rate of pay shall be equal to time and one-half (1 ½) of the employee's hourly rate of pay as applied to Section 2, in accordance with M.G.L. Chapter 48, Section 58C.

***Section 6.***

***Compensatory Time Off***

With the approval of the Chief of the Department, members of the Fire Department may take time off for hours worked overtime in lieu of receiving payment for the overtime in accordance with M.G.L. Chapter 48, Section 58C, provided that such compensatory time off does not create a manpower shortage and is not taken during the prime time vacation period unless the Chief or Deputy Chiefs, in their discretion, authorize compensatory time off in such situations.

An employee may not cash in compensatory time during the thirty (30) day period between June 1 and June 30 of each year.

Upon execution of this agreement, all compensatory time shall be converted into hours. Compensatory time may be taken in less than full tours in increments of one hour or more, provided that the fire fighters finds a qualified replacement of equal rank.

Effective July 1, 2013, limit the total amount of time accrued to more than 240 hours. The reduction of hours in excess of 240 hours shall be achieved through attrition. (FY12 MOU)

***Section 7.***

***Manpower Shortage.***

The minimum number of on duty personnel assigned to the fire fighting forces shall be Thirty (30). The Town of Framingham has bargained the right to eliminate the position of dispatch from the bargaining unit at its discretion. When the Town exercises its right to civilianize dispatch and remove it from the bargaining unit the minimum number of on duty fire suppression personnel will be Twenty-Nine

(29). Members will develop and assist in all training of initial civilian dispatchers. While civilians perform dispatch duties the Union retains the right of first refusal to perform overtime duties in lieu of civilian dispatch personnel absences, during these periods the minimum on duty personnel will be Thirty (30). This section does not supersede the Town's or Union's right under Article XXV Limited Duty. The on duty fire suppression force shall include at least six (6) company grade officers.

Any brief absence of a member of the fire fighting force shall not be considered as manpower shortage, including union meetings in their entirety. (FY12 MOU). Any absence of less than three (3) hours will not be considered a manpower shortage. (Zink Arbitration 11/16/99). For Union meetings, any absence, regardless of length, will not be considered a manpower shortage.

Members called for manpower shortage shall be of equal rank or grade of existing vacancies and shall be paid at an hourly rate based on Section 5 of this Article.

Manpower shortage replacement rosters shall be established to assure that men called for manpower shortage replacement are equitably distributed.

A separate list showing all other overtime worked shall be posted from time to time. To meet the required strength or minimum number of personnel on duty at any time, the union member in charge will contact up to eight (8) employees as replacements on a voluntary basis. If unable to get the number of personnel needed in this manner, the union member in charge may then demand, based on reversed seniority, that personnel needed work that shift.

Manpower shortage replacement work shall be distributed in as equitable a manner as possible with overtime or replacement opportunities being given to the employee, in grade, with the lowest total number of overtime hours to his credit. For the purposes of this section all hours of overtime worked plus all hours refused shall constitute the employee's total. The Union shall assume the responsibility of obtaining Fire Fighters for overtime work.

When an employee has been out sick, said employee shall not be eligible to work available overtime to which that employee is otherwise entitled, unless and until that employee has worked one (1) regular twenty-four (24) hour shift. The **employee** (FY12 MOU) is responsible for notifying the union member who is doing the hiring of overtime of the individual who is ineligible for overtime under this section.

## ARTICLE IV

### *Section 1.*

#### *Holiday Pay.*

The following holidays shall be paid holidays for all members of the Fire Department covered by this Agreement:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Holiday pay shall be computed on the basis of twenty-five percent (25%) of a week's base pay for each holiday.

Holiday pay shall be paid over and above the employee's salary whether the holiday is on members' (mutually agreed word change) vacation, injury, or sick leave.

Holiday pay shall be paid in the following manner:

- Six (6) holidays .June 1st pay period.
- Five (5) holidays .December 1St pay period.

### *Section 2.*

#### *Allowance for Vacation Leave.*

A. Any full-time permanent employee on the payroll as of December 31, hired in that calendar year, and who continues on the payroll through June 1 of the year following the date of hire, but has less than twelve (12) months service with the Town as of June 1, shall be granted one (1) week's vacation leave plus an additional day of vacation for each full calendar month worked in the preceding year but not to exceed a total of two (2) weeks of vacation leave.

B. Vacation leave of two (2) weeks with pay shall be granted to such employee who has been employed by the Town for at least one (1) year but less than five (5) years. Eligibility for vacation shall be effective June 1 for those employees with less than two (2) years of service

C. Vacation leave of three (3) weeks with pay shall be granted to such employee who has been employed by the Town for a minimum of five (5) years but less than ten (10) years. Eligibility for the third week of vacation shall be effective after anniversary date of such employee.

D. Vacation leave of four (4) weeks with pay shall be granted to any such employee who has been employed by the Town for ten (10) years but less than twenty (20) years. Eligibility for the fourth week shall be effective after anniversary date of such employee.

E. Vacation leave of five (5) weeks with pay shall be granted to any such employee who has been employed by the Town for twenty (20) years and over. Eligibility for the fifth week shall be effective after anniversary date of such employee.

F. Effective upon execution of this agreement, all vacation leave tours shall be converted to hours, with one tour equaling twelve (12) hours. However, the current procedures for accruing vacation leave shall not otherwise change.

G. A reserve or provisional fire fighter who has served in the aggregate one thousand (1,000) hours or more in any calendar year shall be entitled to one (1) week's vacation with pay.

H. Should the work load of a given department be such that an employee cannot be excused to take vacation leave within the calendar year in which the leave is credited, then upon recommendation of the Department Head and approval of the Personnel Board, such unused vacation leave may be used in the following calendar year.

I. Any earned, unused vacation leave may be carried over by the employee, and must be used prior to May 15<sup>th</sup> (FY08MOU) of the following calendar year.

An employee who is eligible for earned vacation leave under this Agreement, whose services are terminated for any reason, voluntary or involuntary, shall be paid vacation pay equivalent to any unused earned vacation leave credited to him at the time of his severance. Upon voluntary retirement, vacation pay shall be pro-rated for the calendar year in which the employee retires.

The above-referenced years of service shall be years of continuous service. A vacation week shall be defined as a work week.

J. Any vacation hours remaining less than a full tour may be:(1) turned into compensatory time; or (2) combined with compensatory time to make a full available tour. Language incorporated side letter of agreement signed March 8, 2002.(FY12 MOU)

### *Section 3.*

#### *Prime Time Vacation.*

The twelve (12) week period which coincides with the public school vacation in summer and the

last two (2) week period at the end of the calendar year, which also coincides with public school vacation, will be considered prime vacation taking periods.

Personnel covered by this Agreement up to one hundred seventy-nine (179) in number shall continue to enjoy the privilege of two (2) weeks vacation leave in the twelve (12) week period in summer or in two (2) week periods at the end of the year. The two (2) week period at the end of the year shall be allowed to overlap into the next calendar year until conclusion of the same in early January.

The Town will continue to assign vacation to six fire fighters during prime time (to comply with existing "2 week" vacation entitlement.) However, if one of the six fire fighters opts not to use that vacation time, another fire fighter cannot swap into the sixth position. (FY08MOU)

Other than prime time vacation assignments, no more than five members in any one group can take vacation. (FY08MOU) The number of personnel on vacation leave in the twelve (12) week summer period will be limited to no more than six (6) Fire Fighters and/or Grade Officers from any one group, preference in scheduling to be given on the basis of seniority. On any tours of the fourteen-week prime-time vacation period when less than five (5) Fire Fighters and/or Grade Officers from any one group are scheduled to take vacation, employees may bid on the basis of seniority to take additional vacation leave even if they would thereby exceed their guaranteed two (2) weeks of prime-time vacation, provided, however, that such additional prime-time vacation bidding may not result in more than five (5) Fire Fighters and/or Grade Officers from any one group on vacation at the same time.

The number of personnel on vacation leave in the two (2) week period at the end of the calendar year or at times other than the above twelve (12) week period, will be limited to no more than five(5) Fire Fighters and/or Grade Officers from any one group. Personnel joining the Department and covered by this Agreement after the signing of the FY 1976 Agreement, who fall outside the 179 man group in seniority and are eligible for vacation leave, will be scheduled for such leave at the discretion of the Chief. Said personnel shall enjoy the prime-time vacation upon attaining the 179 man group. (FY08MOU)

At the request of the employee, vacation leave for an employee injured in the line of duty or on line of duty, injured leave will be rescheduled.

#### ***Section 4.***

##### ***Tour-By-Tour.***

Upon forty eight (48)(FY09 MOU) hours' notice, or with the approval of the group Deputy Chief to be affected, up to twenty (20) (FY08 MOU) tours of an employee's vacation leave may be taken on a tour-by-tour basis. Each individual tour of vacation leave so taken may be further reduced to two (2) six (6) hour individual leave periods, to be utilized for educational purposes and shall not impose a manpower shortage requiring overtime coverage.

Not more than four (4) fire fighters can be on an individual vacation tour at one time. It is further agreed that no tour may be granted for Christmas Eve Night or Christmas Day/Night and New Year's Eve Night or New Year's Day/Night or Thanksgiving Day/Night.

In addition to, and including, the above listed eight (8) tours, it is further agreed to that no tours will be granted by the use of compensatory time or personal days for the Fourth of July Day/Night and Labor Day/Night. (Mutually agreed wording changes for clarification)

#### **Section 5.**

##### **Additional Base Compensation in Lieu of Vacation.**

Effective July 1, 2012, employees may elect to receive additional base compensation in each calendar year not to exceed forty eight (48) hours pay provided that prior to December 1<sup>st</sup> of such calendar year, the employee notifies the department that he/she elects such additional compensation. In such cases, that the employee's accrued vacation allotment shall be reduced by the hourly equivalent of

additional compensation received. Payment shall be made the first pay period of December of the year in which the vacation reduction was made. (FY12 MOU)

## **ARTICLE V** **LEAVES OF ABSENCE**

### ***Section 1.***

#### ***Bereavement Leave.***

In the event of a death in the immediate family of an employee, the employee shall be granted four (4) tours off during bereavement period without loss of pay. Further bereavement leave may be granted by the Chief of the Department if satisfactory evidence is presented for the necessity of further bereavement leave. "*Immediate family*" shall consist of spouse, child, mother, father, sister, brother, step-son, step-daughter, mother-in-law, father-in-law, grandfather, grandmother, or grandchild of member, or person living in the immediate household, and child, mother, father, or grandchild of spouse.

In the event of a death of a brother-in-law, sister-in-law, step-mother, step-father, aunt, uncle of the employee, or the grandparents of the employee's spouse, the member will be permitted to absent himself from work on the appropriate tour (one) of duty without loss of pay to attend the funeral. (Mutually agreed on language changes)

As used in this Section, *bereavement period* shall be defined to be seven (7) consecutive days commencing with, and including, the date of death.

### ***Section 2.***

#### ***Injured Leave.***

All injuries, whether or not sustained in line of duty, shall be reported as required by Department regulations.

Members of the Fire Department who are injured in the line of duty shall receive full salary while incapacitated, or until they are placed on disability retirement.

Any employee on injury leave under M.G.L. C. 41 S. 111F for ninety (90) or more calendar days shall be able to carry over existing and accrued vacation time at the time of injury for a period equal to the injury leave. When agreeable, the Town can consider this time as "Unused Vacation" and buy back from the member. (FY12 MOU)

### ***Section 3.***

#### ***Sick Leave.***

Employees covered by this Agreement shall be allowed sick leave with pay for non-duty related injuries or sickness accrued at the rate of one and one-quarter (1 ¼) days per month, fifteen (15) days per year, accumulation unlimited. Effective July 1, 2011, 2012 (FY12MOU) if a member of a bargaining unit uses no sick time in a fiscal year, he shall be entitled to a sick leave incentive payment of Fourteen Hundred dollars (\$1400) (FY12MOU) payable in December following the close of said fiscal year.

(FY08MOU) Effective July 1, 2011, a member of the bargaining unit who uses twenty four hours or less of sick time in a fiscal year shall be entitled to a sick leave incentive payment of Seven hundred (\$700) (FY12MOU) payable in December following the close of said fiscal year. A member of the bargaining unit may not receive both the \$1400 payment and the \$700 payment for the same fiscal year.

Effective upon execution of this agreement, all sick leave tours shall be converted to

hours, with one tour equaling twelve (12) hours. However, the current procedures for accruing sick leave shall not otherwise change.

***Section 4.***

The Chief, in his discretion, may require a doctor's certificate from an employee who has taken more than five (5) consecutive tours of sick leave, or after three (3) consecutive tours once the employee has utilized more than six (6) sick tours in a calendar year. (Mutually agreed on language clarification)

When an employee has been absent due to sickness on more than five (5) occasions in a calendar year, the Chief may require the submission of satisfactory medical evidence outlining the nature of the illness, the dates and nature of treatment, and the prognosis. Failure to produce such evidence within seven (7) days of such request, may result, in the discretion of the Chief, in denial of sick leave for the period of such absence.

***Section 5.***

Job-related sickness or injury shall not be charged against accumulated sick leave.

***Section 6.***

***Sick Leave Buy-Back.***

Upon superannuated retirement or death, a bargaining unit member or his heirs shall be entitled to a buy-back of 20% of his unused accumulated sick leave over 1200 hours, at the hourly rate prevailing, at the time of the bargaining unit member's death or retirement. The maximum value of such buy-back is five thousand dollars (\$5,000.00). (FY08MOU)

Notwithstanding the limits set out above, an employee who takes superannuated retirement, after giving the town at least three (3) months written notice of his intent to retire accompanied by the actual filing of his retirement papers, shall be entitled to receive a maximum value of ten thousand dollars (\$10,000) in sick leave buy back, inclusive of the sick leave buyback provided in the preceding paragraph. (FY08MOU)

Effective July 1, 2009, upon completion of 25 or more years of Town service, the maximum value of sick leave buy-back shall be reduced by the sum of \$277 per month for each full calendar month of service thereafter. (FY09MOU)

**ARTICLE VI**  
**SALARIES**

For the purpose of calculating pensions subsequent to July 1, 2008, base wages shall include all compensation that was defined as regular compensation for retirement purposes prior to July 1, 2008. (FY09MOU)

All employees covered by this Agreement shall be paid in accordance with the attached salary schedules. See Exhibit A.

The Town may transition the bargaining unit to be paid on a biweekly basis at the Town's convenience without further bargaining. (FY09 MOU)

***ADDITIONAL COMPENSATION FOR FIRE DEPARTMENT PERSONNEL***, which compensation shall not be used in computation of overtime payments or for other benefits except retirement.

1.

Each employee of the Fire Department covered by this Agreement, will receive an

additional twenty-five percent (25%) of his weekly salary for each of the eleven (11) recognized holidays as provided in Article IV.

2. ~~Employees of the Fire Department designated by the Fire Chief will receive twelve hundred dollars (\$1,200.00) additional salary per year for performing inspection duties.~~ Effective July 1, 1996, fire fighters and officers assigned to fire prevention shall be assigned to a suppression group for the purpose of receiving weekend and night differential in lieu of the \$1,200.00 stipend set forth in the first sentence of this paragraph.
3. Fire Fighters shall receive additional compensation as educational incentive, in increments or amounts equal to the percent of base pay, predicated upon the following:
  - **Not less than 10 semester hour credits toward:**  
Baccalaureate Degree in fire science or fire management:  
one and one half percent (1.5%) of base pay;
  - **Not less than 25 semester hour credits toward:**  
Baccalaureate Degree in fire science or fire management:  
three percent (3%) of base pay;
  - **Not less than 40 semester hour credits toward:**  
Baccalaureate Degree in fire science or fire management:  
five percent (5%) of base pay;
  - **Associate Degree in fire science or fire management:**  
seven and one half percent (7.5%) of base pay;
  - **Baccalaureate Degree in fire science or fire management:**  
ten percent (10%) of base pay;
  - **Master's Degree in fire science or fire management  
or a related specialty, approved in advance by the Chief  
and the Human Resources Department:**  
fifteen percent (15%) of base pay.
  - **A Business Administration Associate, Bachelor, or Master degree shall be acceptable only if such business degree was obtained prior to appointment date. (FY12MOU)**

A copy of transcript or other appropriate evidence of credits or degree earned must be presented to the Chief of the Department, with copy to the Director of Human Resources, who will maintain complete and on-going records for participants. Credit for individual courses will be given only if a grade of "C" or better is achieved.

1. Employees receiving benefits and/or credits toward payment under this section, who have earned such credits prior to June 30, 1980 shall continue to receive said benefits and/or credits.
2. Any employee who takes a course in this program after July 1, 1980 shall be required to earn a grade of "C" or better to claim credit even if previously participating in this program prior to July 1, 1980.

3. The requirement of a grade of "C" or better shall only apply to those employees seeking payment for forty (40) semester hours or less. Credit claimed for the Associate, Baccalaureate or Master's Degrees, once awarded, shall be unaffected by individual course grades.

The amount of payment will be determined by the amount of base pay received in that fiscal year and the appropriate percentage. For purposes of education incentive only, base pay shall include holiday pay, weekend premium, night differential, hazardous duty pay, longevity pay and specialist pay.

All education credits must be turned in by June 1 for the then current fiscal year. Any member who anticipates earning credit hours that will be compensable shall notify the department in the prior fiscal year.

**ARTICLE VII**  
**HAZARDOUS DUTY PAY**

***Section 1.***

Effective January 1, 2008, Members covered by this Agreement shall receive Hazardous Duty Pay in the amount of six (6%) percent of the base salary per contract year. Payments to be made in lump sum, the first pay day in December of each contract year. Payments made hereunder shall be included as part of base pay for the purposes of pension computation and education incentive computation, but for no other purposes. (FY08MOU)

***Section 2.***

Employees who leave the employment of the Town between July 1 and the first payday in December shall receive their Hazardous Duty Payment on a pro-rated basis.

**ARTICLE VIII**  
**INDIVIDUAL AGREEMENT**

The Town agrees that it will not enter into any individual agreement with any employee covered by this Agreement which is contrary to this Agreement.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

A grievance is a claim based upon an alleged violation of the contract or a question involving the interpretation or application thereof.

**Step 1.**

The grievance must be filed in writing by the Union Grievance Committee with the Chief or his designee within twenty-one (21) days (exclusive of Saturdays, Sundays, and Holidays) of the occurrence of the event upon which the grievance is based. A copy of such grievance shall also be submitted to the Director of Human Resources. A written response to the grievance shall be made within seven (7) days (exclusive of Saturdays, Sundays and Holidays) unless either the Union, Chief or Director of Human Resources shall request a meeting to discuss the grievance. Any meeting shall be held within five (5) days (exclusive of Saturdays, Sundays and Holidays) of the grievance. A written response shall be given within three (3) days (exclusive of Saturdays, Sundays and Holidays) of the meeting.

**Step 2.**

If the grievance is not resolved at Step 1, it shall be submitted in writing to the Town Manager within five (5) days (exclusive of Saturdays, Sundays and Holidays) of the Step 1 response.

A written response to the grievance shall be made within seven (7) days unless either the Union or Town Manager request a meeting. The Town Manager shall respond in writing within seven (7) days of the meeting.

**Step 3.**

If the grievance is not resolved at Step 2, it may be submitted by either of the parties to the American Arbitration Association who upon such submission shall administer the matter in accordance with its rules and procedures. The Arbitrator's decision shall be final and binding and the Arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement.

Failure of the Town to respond at any step of the grievance procedure shall be taken to be a negative response and the Union may proceed to the next higher step.

The parties, by mutual agreement, in writing, may extend the time limits set forth at any step in the grievance procedure.

**ARTICLE X**  
**PAID DETAILS**

See Paid Detail Policy, attached as **Exhibit B**.

**ARTICLE XI**

***Section 1.***

***Leaves of Absence Without Loss of Pay.***

Union officers shall be allowed reasonable time off to conduct business of the Union upon proper notification to the Chief or Deputy Chief on duty. Said Union business shall include moving about stations during their tour of duty.

***Section 2.***

***Conventions.***

Four (4) delegates shall be allowed time off without loss of pay to attend Associated Fire Fighters of Massachusetts AFL-CIO State Association meetings every other year and two (2) delegates shall be allowed time off without loss of pay to attend biennial N.E. Conference of Fire Fighters and (2) delegates to be allowed time off to attend the International Association of Fire Fighters, AFL-CIO conventions. This shall include attendance at a school set up for the purpose of training local officers (time of schooling not to exceed four (4) working days of duration). The above schooling sessions are conducted normally at two (2) year intervals.

**ARTICLE XII**  
**RIGHTS AND PRIVILEGES**

All station and house privileges previously enjoyed shall be retained except that any abuse of rights and privileges shall be cause for the Chief of the Department to revoke that right or privilege which is abused.

Department members serving the town in elected or appointed capacity shall not be permitted to attend committee meetings or town meetings while on duty; however, they should be permitted to attend such meetings by swapping tours with other members of the Department.

**ARTICLE XIII**  
**CLOTHING ALLOWANCE**

(FY09MOU rolled into base)

A) Each employee will receive an additional one hundred dollars (\$100.00) in year of promotion only.

B) Members of the Department required by the Chief to wear full dress uniforms during their performance of their duties will receive an additional eighty-two (\$82.00) dollars annually.

C) In the event that clothing of a member is damaged in the line of duty and is not considered suitable for further use by the Chief of the Department, it shall be replaced even if said member's clothing allowance is exhausted.

D) The town shall be responsible for replacing turnout gear that the Fire Chief determines is worn out and otherwise unusable. Turnout gear shall be fire coat, fire pants, suspenders, fire boots and fire gloves.

**ARTICLE XIV**  
**UNDERWATER RECOVERY**

A) Members of the underwater recovery team, when performing emergency dives during other than normal duty hours, shall be paid at the rate of time and one-half (1 ½) of their respective salaries for a minimum of four (4) hours.

B) Any diver participating in a practice dive or training dive while under the supervision and direction of the Fire Department, shall receive time and one-half (1 ½) his regular hourly rate of pay.

C) No diver shall receive any additional pay if he dives during his regular tour of duty.

**ARTICLE XV**  
**SAFETY**

The Town is concerned with the safety and health of its employees. The Town shall take steps to insure that working conditions are in compliance with applicable statutes.

A Safety and Health Committee for the Department will be formed under the direction of the Chief of the Department. The Committee's purpose shall be to meet, discuss, investigate, and address issues of safety and health that may have an immediate or long term impact on the members of the department and to make recommendations to the Chief of the Department on changes and improvements as they relate.

This Committee shall include the Chief of the Department and/or his designee(s) and members of the Union appointed by the Local President.

This Committee shall meet at minimum, four (4) times annually, and more frequently if necessary to address safety and health concerns in a timely manner. The Committee shall reserve the right to request the attendance of any individual who may provide expert or technical advice on a particular subject matter being discussed.

Minutes from each meeting will be approved by the committee members and posted in each station within two (2) weeks after each meeting. (Mutually agreed side letter after FY09 MOU)

**ARTICLE XVI**  
**WEEKEND PREMIUM AND NIGHT DIFFERENTIAL PAY**

***Section 1.***

***Weekend Premium.***

Effective July 1, 1999, a 9.0% hourly differential shall be paid to bargaining unit employees for all regularly scheduled hours from Saturday at 8:00 A.M. to Monday at 8:00 A.M.

***Section 2.***

***Night Differential.***

All employees assigned to the rotating day/night schedule shall receive a night shift differential, paid weekly, in the following amounts:

- Effective July 1, 2007: 4.25% of FF-1 Step 6. This amount will not exceed \$2200. (FY08MOU)

**ARTICLE XVII**  
**WAIVER**

The Union and the Town agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract and that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

**ARTICLE XVIII**  
**SICK LEAVE BANK**

***Section 1.***

A sick leave bank for use by members of the bargaining unit covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established.

***Section 2.***

Each employee in the bargaining unit shall contribute two (2) of his sick days to the bank.

***Section 3.***

If an employee has applied for and is granted accidental disability retirement benefits, the Town will be required to replenish to the Sick Leave Bank only the number of days used by said employee up to a maximum of one hundred (100) days.

***Section 4.***

The sick leave bank shall be administered by a sick leave bank committee consisting of six (6) members. Three (3) members shall be designated by the Employer to serve at its discretion and three (3) members shall be designated by the Union at its discretion. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted.

The following criteria shall be used by the committee in administering the bank and in determining eligibility for sick leave withdrawals and the amount of said withdrawals:

- a) Adequate medical evidence of serious illness
- b) Prior utilization of all eligible sick leave
- c) Prior utilization of current Vacation hours and Personal Day

***Section 5.***

If, at anytime, the sick leave bank falls below one hundred (100) sick leave days, it shall be replenished by the contribution of one (1) additional day of sick leave by each member of the unit staff covered by this Agreement. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

**ARTICLE XIX**  
**E.M.T. COMPENSATION**

- A) All employees hired after February 6, 1989 must become E.M.T.'s within fifteen (15) months of date of hire and must continue to maintain E.M.T. status as a condition of their employment.
- B) Employees possessing a valid E.M.T Certificate shall receive compensation in the following

manner:

- Effective 07/01/2006 will be 2.75% of employees base pay. This amount capped at \$1500.

C) All employees possessing an E.M.T.I. Certification shall receive an additional two hundred and fifty (\$250.00) per year.

D) Payment to be made in lump sum, the first pay period in December for valid certification received as of September 1, of each year.

E) Any employee hired from a special Civil Service (E.M.T.) list must maintain his E.M.T. status as a condition of employment.

The Town shall pay for the cost of hepatitis vaccine inoculations for any EMT or other first responder who so desires and who provides the Town with a written waiver of liability releasing the Town from any responsibility for the medical problems suffered by said employee as a result of the vaccine injection.

The Town shall provide continuing EMT-re-certification education of at least 18 hours per year, exclusive of M & M rounds, to all fire fighters choosing to avail themselves of such training.

F) Any employee hired after July 1, 2010 will no longer be compensated for off duty attendance at EMT certification classes. All benefits currently in place shall remain in effect, including reasonable time off, without loss of pay or benefits, to attend required certification classes and state board exams, including the night shift off before State board exam.

(FY09MOU)

#### **ARTICLE XX** **FUNERAL AND BURIAL EXPENSES**

Pursuant to M.G.L. Chapter 41, Section 100G1/4, the Town shall provide for the payment of funeral and burial expenses of firefighters and police officers killed in the performance of their duties up to a maximum of fifteen thousand dollars (\$15,000). (Per State Law)

#### **ARTICLE XXI** **PHYSICAL COMPETENCY STUDY COMMITTEE**

A joint labor-management study committee, consisting of two members designated by the Union and two members designated by the Board of Selectmen, shall be established for the purpose of defining mutually beneficial procedures for a physical competency test. The Committee shall attempt to formulate a joint proposal for presentation to the Board of Selectmen.

#### **ARTICLE XXII** **SPECIALISTS PHASE-OUT**

~~Subject to the following guidelines and time table, the parties agree that the clerk, fire alarm, and mechanic duties shall be civilianized and removed from the bargaining unit:~~

~~———— A) Upon execution of this Agreement and mutual agreement between the Town, Union, and current occupant of the position as to his "FF3" placement on the salary scale, the clerk shall be deemed removed from the bargaining unit. The positions of fire alarm superintendent, fire alarm operator, and mechanic shall be deemed removed from the bargaining unit only as each~~

such individual position is "civilianized."

~~———— B) All employees currently occupying the positions of clerk, fire alarm operator, fire alarm superintendent or mechanic shall continue in their current positions as "specialists" under the terms and conditions now applicable to the positions which they occupy or other terms and conditions mutually agreed to by the Town and the Union. Nothing herein shall be deemed to require any person now occupying any of said positions to vacate their specialist status.~~

~~———— C) As vacancies occur in the specialist positions designated above, for any reason, they shall be filled by according first preference to the remaining specialists in each category, on a seniority basis. Any vacancies not filled in this manner by existing uniformed specialists, may, at the Town's discretion, be filled by civilians.~~

~~———— D) The work schedule for specialists shall consist of a forty (40) hour week, to be scheduled by the Chief, provided, however, that those employees now serving in specialist positions shall be permitted to continue their present work schedules as long as they retain specialist status.~~

~~———— E) It is further agreed that as each of the above described specialist positions is removed from the bargaining unit it will be replaced forthwith by one additional fire suppression position, to be added to the bargaining unit; moreover, as such new fire suppression positions are added the preexisting table of organization of the bargaining unit shall be maintained, such that, by way of example, when a Lieutenant specialist's position is civilianized, a fire suppression fire fighter shall be promoted to Lieutenant and a new fire suppression fire fighter shall be hired into the department.~~

**Phase out complete. Article Deleted.**

## **ARTICLE XXIII** **ATTENDANCE IN COURT**

### ***Section 1.***

Any employee covered hereunder, on duty at night or on vacation, furlough, or on a day off, who is required to attend as a witness in any legal proceeding in his official capacity will in lieu of any witness fee to which he would otherwise be entitled, receive pay for the time during which he was in attendance at such proceeding which shall not be less than three (3) hours pay at time and a half of his regular base rate of pay. Providing it does not create a manpower problem, a firefighter by giving four (4) days notice, may receive compensatory time off instead of pay provided above.

### ***Section 2.***

Court time is subject to appropriate administrative reporting controls established by management.

## **ARTICLE XXIV** **LONGEVITY**

Longevity pay shall be paid to any permanent employee in the Town service covered by this Agreement as follows:

<b>Years of Service</b>	<b>Longevity Pay</b>
10	\$200.00
15	\$250.00
20	\$300.00
25	\$350.00
30	\$400.00
35	\$450.00

Longevity pay shall be due and payable within thirty (30) days after the anniversary date of completion of said years of service.

The continuous service of an employee shall not be deemed to have been broken by service in the Armed Forces of the United States providing such employee returns to the Town employment within two (2) years of his/her service termination date, and provided further that the employee's time in the Armed Forces is limited to four (4) years of service time unless it is involuntary service, in which case it may exceed four (4) years.

**ARTICLE XXV**  
**LIMITED DUTY**

The Parties agree to institute a new light duty program as described below. A fire fighter participating in such light duty program shall remain eligible to undergo appropriate medical treatment and shall have appropriate time off for such treatment, notwithstanding his or her light duty schedule. In addition, voluntary or mandatory participation in the light duty program shall not affect that fire fighter's right to medical reimbursement for work-related medical treatment, as per current policy.

A fire fighter who is out on injury or sick leave may request to be temporarily placed on the following light duty as set forth herein.

1. Dispatching,
2. Fire alarm operator/working with Fire Alarm Division,
3. Training,
4. Fire prevention,
5. Other limited or light duty tasks agreed upon by the Chief and the Union.

If a fire fighter has been out on injury leave or sick leave for a period of 60 days, then the Chief may, subject to the procedures set forth below, order the fire fighter to perform light duty, or be required to place a fire fighter on light duty.

In the event that the fire fighter requests light duty, or the Chief, after the fire fighter has been out 60 days, believes that light duty may be appropriate, the Chief shall furnish a job description of the proposed light duty assignment to the fire fighter who shall take it to his or her treating physician for approval. If the treating physician believes that the fire fighter is capable of performing the light duty assignment, the fire fighter requesting such light duty shall be permitted to perform the assignment, and in the case of the Chief requesting such light duty, he may so order it.

If the treating physician believes that the fire fighter should not, consistent with his or her injury or illness, perform such duty assignment, the fire fighter will not be required to perform such duty, provided that if the Chief disagrees with the opinion by the treating physician, the

Chief may order the employee to see the Town physician or his specialist designee (if the condition involves a specialty which the Town physician believes is best considered by another). If the Town physician determines that the fire fighter can perform the light duty assignment provided to the physician by the Chief, then the Chief may order such fire fighter to perform such light duty assignment, provided, however, that if the fire fighter disagrees with that determination, he shall so inform the Chief. In that case, the treating physician and the Town-designated physician shall promptly confer and agree on a third independent doctor to examine the fire fighter for the purpose of determining his or her ability to perform the light duty assignment. The decision of the third independent physician shall be final and binding.

In the event the fire fighter has satisfied the above criteria and is returning to work, the fire fighter's light duty assignment shall be during his or her regular shifts. In the event light duty is not available on such a regular shifts, and the fire fighter continues to request shift work, the fire fighter will be allowed a minimum of two weeks and no more than four weeks training time in dispatch to become qualified. Upon qualification the fire fighter shall be assigned a shift as an assigned Dispatcher. Qualification shall consist of the shift Deputy's approval. If the fire fighter is unable to become qualified, or mutually agrees with the Chief, the light duty assignment work schedule will be four day tours exclusive of holidays and weekends. Additionally an individual performing light duty assignment shall be permitted reasonable time off to attend medical treatment.

A light duty assignment shall not count towards minimum manning as set forth in the contract, except that the Chief may assign an individual to perform light duty as dispatcher, so long as that individual is qualified to perform dispatching and, in such case, that dispatch/light duty assignment may be counted towards minimum manning.

A fire fighter may voluntarily participate in light duty work prior to the 60th day of such illness or injury, with the Chief's consent.

Such light duty shall not apply to fire fighters who are injured, and who have applied for superannuation, disability or accidental disability retirement benefits. However, a fire fighter who has so applied for retirement benefits ask may voluntarily to participate in this light duty program.

## **ARTICLE XXVI**

### **HAZARDOUS MATERIALS/SPECIALIST TRAINING AND STIPEND**

In the event that the Town intends to utilize, establish, or implement hazardous material duties or equipment not heretofore performed, the Town shall first negotiate such duties with the Union and will provide appropriate training.

All employees covered by this Agreement shall receive hazardous materials training up to the operational level. Such training may be performed in-house as the Town deems appropriate. The number of hours which each bargaining unit member is required to be trained shall be at the discretion of the Town. In addition, all firefighters shall be required to maintain their operational level status on an annual basis.

Each bargaining unit member shall receive a special stipend, payable in the same manner as hazardous duty pay, of two and one quarter percent (2.25%) of his or her base salary as a hazardous material training stipend. (FY08MOU)

**ARTICLE XXVII**  
**PERSONAL DAYS**

*Section 1.*

Each full time employee covered by this Agreement will be granted one (1) personal day in each calendar year.

*Section 2.*

Each full time member covered by this agreement will be granted one (1) Personal Leave Day (PLD) in each calendar year. The member must be on shift and in the station in order to request. To exercise this PLD a manpower shortage can not be created. Loss of PLD is not a grievable offence

**ARTICLE XXVIII**  
**DEFIBRILLATOR TRAINING**

**A) Pay**

All firefighters who receive and successfully pass defibrillator training shall receive a stipend equal to:

Effective 07/01/2007 1.5% of employee's base pay annually (FY08 MOU)

Such stipend is conditioned upon such firefighters maintaining their skill level on the defibrillator. The Town may require all bargaining unit members to undergo defibrillator training, but there shall be no discipline as a result of failure to successfully complete such training.

Effective September 10, 1996 defibrillator training and recertification shall be considered non-mandatory, provided that the Town may require fire fighters on duty to attend such training during their regular working hours, but may not require such fire fighters to come in during off duty hours to undergo such training. If such fire fighter voluntarily comes in for such training during off duty hours, the Town shall not be required to make overtime payments to them.

**B) Training**

Effective September 10, 1996 for all training (both mandatory and not mandatory) which can be provided through the use of in-house trainers, the Town will use its best efforts to provide such training to all fire fighters, including make-up training (on each group) for those who cannot attend the initial training.

After following the above procedures, a fire fighters attending non-mandatory training on his own off duty hours shall not be entitled to overtime, unless otherwise agreed by the Chief and the Union. If such training is mandatory (i.e. the fire fighter must attend such training), the fire fighter will be paid for such training if required to undergo such training during off duty hours.

This provision shall not apply to the contractual provision relating to EMT recertification. (Mutually agreed on language in side letter incorporated into the collective bargaining agreement)

**ARTICLE XXIX**  
**EDUCATION COURSE ATTENDANCE**

A fire fighter shall be permitted two tours off per calendar year in which to attend an approved fire academy course or job related specialty course. However, the Chief must approve such course and time off to attend same in advance. A fire fighter shall submit a course outline and must have available compensatory time. However, such fire fighter shall not be charged compensatory time in this situation unless his/her attendance at such course causes a hiring of a fire fighter. The Chief's revocation or refusal to allow attendance at such education course shall not be subject to grievance and/or arbitration. (FY08MOU)

**ARTICLE XXX**  
**NO LAYOFFS**

There shall be no layoffs through July 1, 1994.

**ARTICLE XXXI**  
**DURATION**

Except where otherwise provided herein, the provisions of this Agreement shall be effective **July 1, 2011** and will remain in full force and effect through **June 30, 2014** or until such time thereafter as a new agreement is signed. This Agreement shall be automatically renewed for one (1) year unless by **January 1, 2014**, either party notifies the other in writing of its desire to terminate, amend or modify any part of this Agreement.

At the request of either party, collective bargaining negotiations shall begin on or before September 15 of each year and continue thereafter on a bi-weekly basis, at a minimum, until an agreement is reached. Every attempt shall be made to conduct meetings on weekdays during regular business hours and to reach an agreement by December 31.

**Salary Schedule Firefighters  
July 1, 2011 - June 30, 2012**

Current Salary Schedule  
Voted 2012 ATM

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FF (Firefighter)	1	\$42,197	\$45,396	\$46,776	\$48,140	\$49,055	\$50,475	\$51,472	\$52,488	\$53,525
			8%	3%	3%	2%	3%	2%	2%	2%
FF (Lieutenant)	2		\$52,109	\$53,693	\$55,264	\$56,177	\$57,598	\$58,737	\$59,899	\$61,083
				3%	3%	2%	3%	2%	2%	2%
FF (Dispatch/Fire Inspectors)	2A		\$53,024							
FF (Dispatch/Fire Inspectors)	2B		\$54,446	3%						
FF (Dispatch/Fire Inspectors)	2C		\$55,522	2%						
FF (Dispatch/Fire Inspectors)	2D		\$56,620	2%						
FF (Dispatch/Fire Inspectors)	2E		\$57,739	2%						
FF (Captains)	3		\$59,827	\$61,645	\$63,456	\$64,372	\$65,795	\$67,098	\$68,427	\$69,782
				3%	3%	1%	2%	2%	2%	2%

Firefighters, Lieutenants, Capitans

Step 5 attained at 20th year of service

Step 6 attained at 25th year of service

Step 7 attained at 26th year of service

Step 8 attained at 27th year of service

Step 9 attained at 27th year of service

Permanently assigned Dispatchers and Fire Prevention Inspectors

Step 2A attained at 20th year of service

Step 2B attained at 25th year of service

Step 2C attained at 26th year of service

Step 2D attained at 27th year of service

Step 2E attained at 28th year of service

Office of the CFO

STM 10-16-12

Article 5

4/18/2013: ATM

**Salary Schedule Firefighters  
July 1, 2011 - June 30, 2012**

Effective FY2012  
1% Increase

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FF (Firefighter)	1	\$42,619	\$45,850 8%	\$47,244 3%	\$48,621 3%	\$49,546 2%	\$50,980 3%	\$51,987 2%	\$53,013 2%	\$54,060 2%
FF (Lieutenant)	2		\$52,630	\$54,230 3%	\$55,817 3%	\$56,739 2%	\$58,174 3%	\$59,324 2%	\$60,498 2%	\$61,694 2%
FF (Dispatch/Fire Inspectors)	2A		\$53,554							
FF (Dispatch/Fire Inspectors)	2B		\$54,990	3%						
FF (Dispatch/Fire Inspectors)	2C		\$56,077	2%						
FF (Dispatch/Fire Inspectors)	2D		\$57,186	2%						
FF (Dispatch/Fire Inspectors)	2E		\$58,316	2%						
FF (Captains)	3		\$60,425	\$62,261 3%	\$64,091 3%	\$65,016 1%	\$66,453 2%	\$67,769 2%	\$69,111 2%	\$70,480 2%

Firefighters, Lieutenants, Capitans

Step 5 to reflect the start of 12 years of Town/Fire Service Experience  
 Step 6 to reflect the start of 20 years of Town/Fire Service Experience  
 Step 7 to reflect the start of 26 years of Town/Fire Service Experience  
 Step 8 to reflect the start of 27 years of Town/Fire Service Experience  
 Step 9 to reflect the start of 28 years of Town/Fire Service Experience

Permanently assigned Dispatchers and Fire Prevention Inspectors

Step 5 to reflect the start of 12 years of Town/Fire Service Experience  
 Step 6 to reflect the start of 20 years of Town/Fire Service Experience  
 Step 7 to reflect the start of 26 years of Town/Fire Service Experience  
 Step 8 to reflect the start of 27 years of Town/Fire Service Experience  
 Step 9 to reflect the start of 28 years of Town/Fire Service Experience

IN WITNESS THEREOF, the Town has caused this instrument to be signed and sealed by its proper officers hereunto duly authorized and the Union has caused this instrument to be signed and sealed by its proper officers hereto duly authorized, this 27th day of, JUNE, 2013.

FRAMINGHAM FIREFIGHTERS LOCAL #1652, IAFF, AFL-CIO

\_\_\_\_\_  
*Joseph Sorce*  
*James King*  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*

TOWN OF FRAMINGHAM  
BOARD OF SELECTMEN

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Mumukshu Bowen*  
\_\_\_\_\_  
*[Signature]*

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
Christopher J. Petrini, Town Counsel

List of Exhibits:

- A – Salary Schedule July 1, 2011 – June 30, 2014
- B – Paid Detail Policy