AGREEMENT

WESTON FIREFIGHTERS' ASSOCIATION, INC.
I.A.F.F. LOCAL #3660

and

TOWN OF WESTON

July 1, 2016 to June 30, 2019
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>JOB CLASSIFICATIONS AND DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>PROBATIONARY PERIOD</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>PAY SCALE</td>
<td>4</td>
</tr>
<tr>
<td>3.1</td>
<td>Base Pay</td>
<td>5</td>
</tr>
<tr>
<td>3.2</td>
<td>Night Differential</td>
<td>7</td>
</tr>
<tr>
<td>3.3</td>
<td>Holiday Pay</td>
<td>7</td>
</tr>
<tr>
<td>3.4</td>
<td>Longevity Pay</td>
<td>7</td>
</tr>
<tr>
<td>3.5</td>
<td>Special Designation Pay</td>
<td>8</td>
</tr>
<tr>
<td>3.6</td>
<td>Education Incentive Pay</td>
<td>10</td>
</tr>
<tr>
<td>3.7</td>
<td>Tuition Reimbursement</td>
<td>11</td>
</tr>
<tr>
<td>3.8</td>
<td>Overtime Pay of Permanent and Provisional Personnel</td>
<td>11</td>
</tr>
<tr>
<td>3.9</td>
<td>Fire Alarm and Mechanic Hourly Pay</td>
<td>12</td>
</tr>
<tr>
<td>3.10</td>
<td>Compensation for EMT Qualification</td>
<td>12</td>
</tr>
<tr>
<td>3.11</td>
<td>Defibrillator Pay</td>
<td>13</td>
</tr>
<tr>
<td>3.12</td>
<td>Compensation for Unused Sick Leave</td>
<td>13</td>
</tr>
<tr>
<td>3.13</td>
<td>Detail Pay</td>
<td>13</td>
</tr>
<tr>
<td>3.14</td>
<td>Compensation for Call Firefighters</td>
<td>14</td>
</tr>
<tr>
<td>3.15</td>
<td>Costs of Certification</td>
<td>16</td>
</tr>
<tr>
<td>3.16</td>
<td>Certification Pay</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>GROUP GENERAL OR BLANKET HEALTH INSURANCE</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>HOSPITAL, SURGICAL AND MEDICAL EXPENSE</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>RETIREMENT</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>LEAVE WITHOUT LOSS OF PAY DUE TO INJURY SUSTAINED IN PERFORMANCE OF DUTY</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>LEAVE FOR INJURY OR SICKNESS NOT COVERED BY ARTICLE 7</td>
<td>22</td>
</tr>
<tr>
<td>8.1</td>
<td>Basis of Eligibility and Accumulations</td>
<td>22</td>
</tr>
<tr>
<td>8.2</td>
<td>Rules for Use of Sick Leave</td>
<td>23</td>
</tr>
<tr>
<td>8.3</td>
<td>Emergency Sick Leave Bank</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>VACATIONS</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>BEREAVEMENT LEAVE</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>WORK WEEK</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>GRIEVANCE PROCEDURE</td>
<td>27</td>
</tr>
</tbody>
</table>
ARTICLE 13  
HOLIDAYS  
28

ARTICLE 14  
AGENCY SERVICE FEE AND DUES DEDUCTIONS  
29

ARTICLE 15  
CLOTHING AND EQUIPMENT  
30

ARTICLE 16  
PROMOTION  
31

ARTICLE 17  
CIVILIAN DISPATCH  
34

ARTICLE 18  
FIREFIGHTERS MINIMUM STANDARDS  
34

ARTICLE 19  
GENERAL  
35

ARTICLE 20  
REPRESENTATION RIGHTS OF THE ASSOCIATION  
35

ARTICLE 21  
OTHER PROVISIONS  
36

ARTICLE 22  
REDUCTION IN FORCE AND RECALL  
36

ARTICLE 23  
TERM OF AGREEMENT  
37

ATTACHMENTS TO AGREEMENT

APPENDIX 1. Dues deduction authorization form  
38

APPENDIX 2. Permanent Firefighter Clothing and Call Firefighter Clothing  
39

APPENDIX 3. Basic Firefighting Skills  
41

APPENDIX 4. Qualifications for Applicants for Permanent and Call Employment  
42

SIDE LETTERS TO AGREEMENT

Letter from Chief John E. Thorburn, dated July 5, 2000 stating policy with respect to trained firefighters and assignment to Station 2
AGREEMENT

between

TOWN OF WESTON, MIDDLESEX COUNTY, MASSACHUSETTS

and

WESTON FIREFIGHTERS' ASSOCIATION, INC., I.A.F.F. LOCAL #3660

The Weston Firefighters' Association, Inc., I.A.F.F. Local #3660 (herein called the "Association") having been recognized by the Town of Weston (herein called the "Town") as the exclusive bargaining agent on matters of wages, hours and other conditions of employment for the Town's fire department employees, including all of the job classifications listed herein in Article 1 – Job Classifications and Descriptions, but excluding the Chief of the fire department, Deputy Chief, civilian dispatchers in accordance with Article 17 of this contract, and all other Town employees;

And the Town, acting by its Board of Selectmen, and the Association having reached a collective bargaining agreement;

The Agreement between the Town and the Association has now been reduced to writing and is as follows herein.

The following Documents are attached hereto and made a part hereof and incorporated herein for reference:

1. Blue Cross and Blue Shield of Massachusetts, Inc.,
   a. Blue Care Elect: description of plan and riders.
   b. Blue Choice Plan 2, description of plan and riders.

ARTICLE 1. JOB CLASSIFICATIONS AND DEFINITIONS

DEFINITIONS:

- A permanent firefighter shall be an employee of the Town of Weston assigned to full time employment on a permanent basis with the fire department.

- A provisional firefighter shall be an employee of the Town of Weston assigned to full-time employment on a temporary basis with the fire department. A provisional firefighter who has been employed on a full-time temporary basis and becomes a permanent employee with no break in service shall be granted credit for said full-time continuous service for the purposes of determining seniority, vacation eligibility and longevity. If a provisional employee receives a permanent appointment not more than 90 days after his/her last service
as a temporary employee his/her permanent appointment date for the sole purposes of seniority, vacation eligibility and longevity shall be the date of his/her first day of such most recent temporary appointment. The Town will not employ temporary employees (whether or not provisional or call firefighters) for a period of longer than twelve months, except to fill in for a permanent firefighter who is on sick leave or injury leave.

- A call firefighter shall be an individual who is appointed by the Chief of the Fire Department to the permanent list of call firefighters who respond to alarms or when summoned and are paid compensation for their services in accordance with this agreement.

The following list contains the existing job classifications at the time of the execution of this agreement:

**CLASSIFICATIONS OF POSITIONS AND JOB DESCRIPTIONS**

**CAPTAINS:**
In the absence of the Chief and Deputy Chief, the Captain is in command of the department. Duty officer in charge of the shift s/he is assigned to.

**DAY OFFICER:**
Duties of the Day Officer will include but not be limited to assisting with daily departmental operations, conducting inspections and fire drills, responding to emergency calls, and representing the department at various meetings as required by the Chief. The assignment of Day Officer shall be classified as either a Captain or Lieutenant, depending upon the rank the employee held prior to holding the Day Officer position.

**LIEUTENANTS:**
Duty officers in charge of their respective shifts. They are to assume the Captain’s duties in the absence of the Captain.

**SUPERINTENDENT OF FIRE ALARM:**
A private of the department assigned and supervised by the Chief to be responsible for coordinating and supervising the maintenance and extension of the municipal fire alarm system and the auxiliary fire protection systems that are connected to the municipal fire alarm system. Makes recommendations to the Chief for appointment of members of the Department as linemen and groundmen, and assigns linemen and groundmen to specific tasks.

**FIRE PREVENTION OFFICER:**
An officer assigned and supervised by the Chief to conduct and coordinate the fire prevention activities of the department and to supervise such activities by members of the department, including but not limited to Building Plan Review, Fire Prevention Inspections and Fire Prevention Code enforcement. Within one (1) year after appointment, this officer shall be certified by the Massachusetts Fire Training Council as a “Certified Fire Inspector I” in the Commonwealth of Massachusetts.
<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMERGENCY MEDICAL SERVICES OFFICER:</td>
<td>A member assigned and supervised by the Chief to conduct and coordinate the operation, maintenance and training of the department’s emergency medical services. This member shall be a currently Massachusetts Registered Emergency Medical Technician or Paramedic</td>
</tr>
<tr>
<td>BUILDING AND GROUNDS OFFICER:</td>
<td>An officer assigned and supervised by the Chief to be responsible for coordinating and supervising the maintenance and repair of the department’s buildings and grounds.</td>
</tr>
<tr>
<td>MECHANIC:</td>
<td>Superintendent of maintenance of fire apparatus and equipment.</td>
</tr>
<tr>
<td>CLERK:</td>
<td>Clerk of the department and fire alarm operator.</td>
</tr>
<tr>
<td>TRAINING OFFICER:</td>
<td>An officer assigned and supervised by the Chief to be responsible for the programming and conducting of the department’s fire training program. Within one (1) year after appointment, this officer shall be certified by the Massachusetts Fire Training Council as a “Certified Fire Instructor I” in the Commonwealth of Massachusetts.</td>
</tr>
<tr>
<td>PRIVATES:</td>
<td>Firefighters. In the absence of a duty officer a Private who has successfully completed the Officer in Training Program as deemed by the Chief, shall assume the duties and responsibilities of the rank of Lieutenant.</td>
</tr>
<tr>
<td>LINEMAN:</td>
<td>Performs all pole line construction and maintenance of the fire alarm system.</td>
</tr>
<tr>
<td>GROUNDMAN:</td>
<td>Performs all the ground work and assists the linemen in the performance of fire alarm construction and maintenance.</td>
</tr>
<tr>
<td>ASSISTANT MECHANIC:</td>
<td>Performs skilled and technical repair and maintenance of department apparatus and equipment as directed by and under the supervision of the department mechanic. Assists the mechanic in such work when necessary and assumes the duties and responsibilities of the mechanic when so designated by the Chief of Department.</td>
</tr>
<tr>
<td>MECHANIC'S HELPER:</td>
<td>Performs semi-skilled and unskilled tasks as required and directed by the department mechanic. Assists the department mechanic and/or the assistant mechanic in the performance of such tasks when required.</td>
</tr>
</tbody>
</table>
ARTICLE 2. PROBATIONARY PERIOD

All newly appointed permanent firefighters and provisional firefighters being appointed as permanent are required to serve a probationary period of twelve (12) months and at least six (6) months after the completion of the Fire Academy.

A firefighter during his/her probationary period may be discharged by the Chief without recourse to the grievance procedure. To the extent permitted by law, provisional and call firefighters of the Weston Fire Department shall have preference over all other applicants for permanent employment when all other qualifications are equal.

As one condition for completion of the required probationary period a newly appointed firefighter shall have successfully completed the Standard Recruit Training Class as conducted by Massachusetts Fire Training Council and have been certified by said Council as a Massachusetts Certified Firefighter I/II. If the appointee does not meet these requirements at time of appointment s/he shall be sent at the expense of the Town to the Massachusetts Fire Academy at the next available opportunity. If for any reason the Town is unable to enroll a probationary appointee in such program during the twelve (12) month probationary period the probationary period shall be extended until the Town has had the opportunity to enroll the probationary appointee in the program.

Failure to successfully complete the Standard Recruit Training Class and/or to be certified as a Massachusetts Certified Firefighter I/II within the probationary period shall automatically terminate employment of the appointee by the Town.

During the last month of the probationary period the Chief shall complete an evaluation of the capabilities, performance and knowledge of the probationary firefighter in relation to the requirements for the position of Firefighter/EMT in the Weston Fire Department. Such evaluation shall be one of the factors considered by the Chief in deciding whether to make the appointment permanent.

ARTICLE 3. PAY SCALE

Effective on the date indicated, the compensation set forth below shall be paid to permanent firefighters, provisional firefighters and call firefighters.
3.1. **Base Pay:**

<table>
<thead>
<tr>
<th></th>
<th>July 1, 2016</th>
<th>July 1, 2017</th>
<th>July 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Captain</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(hourly rate of Private with more than 24 months' active service plus 28%)</td>
<td>34.72</td>
<td>35.41</td>
<td>36.12</td>
</tr>
<tr>
<td></td>
<td>(75,828*)</td>
<td>(77,333*)</td>
<td>(78,886*)</td>
</tr>
<tr>
<td><strong>Day Officer</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(hourly rate of Captain, includes base rate, holiday pay and night differential)</td>
<td>39.57</td>
<td>40.36</td>
<td>41.17</td>
</tr>
<tr>
<td></td>
<td>(82,306*)</td>
<td>(83,949*)</td>
<td>(85,634*)</td>
</tr>
<tr>
<td><strong>Lieutenant</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(hourly rate of Private with more than 24 months' active service plus 14%)</td>
<td>30.91</td>
<td>31.53</td>
<td>32.16</td>
</tr>
<tr>
<td></td>
<td>(67,507*)</td>
<td>(68,862*)</td>
<td>(70,237*)</td>
</tr>
</tbody>
</table>

| **Private**          |              |              |              |
| - more than 24 months' active service | 27.12        | 27.66        | 28.21        |
|                      | (59,230*)    | (60,409*)    | (61,611*)    |
| - 16 months' to 24 months' active service | 25.16        | 25.66        | 26.17        |
|                      | (54,949*)    | (56,041*)    | (57,155*)    |
| - 8 months' to 16 months' active service | 23.40        | 23.87        | 24.35        |
|                      | (51,106*)    | (52,132*)    | (53,180*)    |

(Note: Call firefighter who has served as such for at least two years immediately prior to appointment as permanent firefighter shall start at this second step.)

| - up to 8 months' active service | 21.61        | 22.04        | 22.48        |
|                                 | (47,196*)    | (48,135*)    | (49,096*)    |

*Annualized salaries are an estimate and are subject to change based on actual hours worked and workweeks within a given fiscal year.*

**Effective July 1, 2013 through June 30, 2015**

When an officer other than Chief of the Department is absent for any reason and is not covered by another officer through applicable department shift coverage procedures established by the Chief of Department, the firefighter (ARTICLE 1. JOB CLASSIFICATIONS AND DEFINITIONS: PRIVATES) who replaces the officer shall be paid additional compensation on an hourly basis for time worked in such capacity. The additional hourly compensation shall be calculated by subtracting the hourly rate of pay of the firefighter from the hourly rate of pay of a Lieutenant. When a senior firefighter assumes such duties on a holiday, or when s/he serves as a full-time replacement for an officer for one week or more during which time a holiday occurs, s/he
shall be further compensated by an additional amount determined by subtracting the holiday pay of
the firefighter from the holiday pay for a Lieutenant.

When an officer holding the rank of Lieutenant has assumed the duties of a Captain who has
been continuously absent on leave for injury, sickness, or vacation for a period exceeding 8
calendar days, the Lieutenant shall be paid additional compensation on a weekly basis for time
worked in such capacity effective on and after the 9th calendar day following his/her assumption
and performance of the duties of the Captain. The additional weekly compensation shall be
calculated by subtracting the weekly rate of pay of the Lieutenant from the weekly rate of pay to
which s/he would be entitled as a Captain. Effective on and after such 9th day while the Lieutenant
is performing the duties of Captain s/he shall be further compensated for any holiday which occurs
by an additional amount determined by subtracting the holiday pay to which s/he is entitled as
Lieutenant from the holiday pay to which s/he would be entitled if s/he held the rank of
Captain.[This and the immediately preceding paragraph will cease to be in effect July 1, 2015.]

Effective July 1, 2015

If a Private is assigned by the Chief to Station II to temporarily cover for a Lieutenant, that
Private will be chosen from a list of members determined by the Chief to be eligible through the
Officer in Training program, the details of which have been defined by the Chief, and will be
compensated with a stipend of $25.00 for a 24 hour shift or $12.50 for a half shift. Privates serving
as Fire Alarm Superintendent, Mechanic, Clerk and EMS Coordinator shall continue to receive
specialty pay as referenced in section 3.5 of the contract when temporarily assuming the rank of
Lieutenant, however they will not be paid the Officer in Training stipend in addition to their
specialty pay.

If a temporary promotion to Lieutenant is required for more than 30 calendar days, that
member will be promoted from the established eligibility list for promotion to Lieutenant. If the
employee was serving as Fire Alarm Superintendent, Mechanic, Clerk and EMS Coordinator any
special designation pay as referenced in section 3.5 of the contract will cease when Lieutenant pay
is implemented.

Members may be required to switch work groups for this temporary period of time.

When a Captain is out, whether by illness, injury, or vacation, and the absence does not
create a need to pay overtime; the Lieutenant will be moved from Station II to Headquarters and
become shift commander. The Lieutenant will be compensated with a stipend of $50.00 for a 24
hour shift and $25.00 for a half shift.
If a temporary promotion to shift Captain is required for more than 30 calendar days, the Chief has full discretion as to whom s/he will temporarily promote. The promoted officer will be paid at the Captain’s rate while acting as the temporary shift Captain. Members may be required to switch work groups for this temporary period of time.

When an officer is designated by the Chief of the Department to act as Officer-in-Charge of the Department for a period of not less than 24 hours, during the absence of the Chief, s/he shall be paid additional compensation in the amount of $50.00 per day for such period with the stipulation the Officer-In-Charge reports to the station for a minimum of 2 hours per non-holiday weekday to perform necessary administrative work and staff oversight. Such additional compensation shall not be included in calculating the overtime rate of pay for an officer so designated. The officer so designated shall receive overtime pay, at the officer’s then current rate for overtime in his/her usual officer rank, for the time required in excess of his/her established work schedule to perform the additional duties of Officer-in-Charge.

3.2. **Night Differential Pay:**

Captains, Lieutenants and Privates whose regular work schedule requires any night duty shall be paid an additional sum of four percent (4%) of base pay. The Day Officer is not eligible to receive night differential pay regardless of the Day Officer’s schedule.

3.3. **Holiday Pay:**

Holiday pay for Permanent and Provisional Fire Department Personnel shall be paid at the rate of 1/5 of a week's pay for Fire Captains, Lieutenants and Privates. The Day Officer will be entitled to receive with pay a day off from work on those holidays recognized in Article 12, provided the holiday is celebrated on the date the Day Officer is normally scheduled to work.

3.4. **Longevity Pay:**

Additional compensation shall be paid to permanent firefighters for completion of continuous, permanent full-time service in the employ of the Town of Weston as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Compensation per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 5, but less than 10</td>
<td>$650.00</td>
</tr>
<tr>
<td>More than 10, but less than 15</td>
<td>$750.00</td>
</tr>
<tr>
<td>More than 15, but less than 20</td>
<td>$950.00</td>
</tr>
<tr>
<td>More than 20, but less than 25</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>More than 25, but less than 30</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>More than 30</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>
Such compensation shall be referred to as Longevity Pay and shall be deemed to be "Regular Compensation" within the meaning of General Laws, Chapter 32, section 1. The following provisions shall apply to the computation of service for Longevity Pay purposes.

3.4.1. Transfers between departments when the only time lost from a full schedule is the result of time required to fit the employee into the working schedule of the new department or for vacation time properly taken by the employee shall not break the continuity of service. Time lost from service as the result of a duly authorized leave of absence for other than sick leave or injury leave shall not break the continuity of service, but such time shall not be included in the service required for eligibility. Time lost from service as the result of military leave, sick leave or injury leave to which the employee may be entitled shall not breach the continuity of service nor shall it be excluded from service required for eligibility.

3.4.2. Successful completion of a probationary period by an employee shall result in the service actually completed during such probationary period being included for Longevity Pay purposes.

3.4.3. Any person whose service with the Town is broken by resignation, by discharge, by voluntary transfer from full to part-time work, may not count such service for Longevity Pay purposes at any subsequent date upon re-employment or transfer to full-time service.

3.4.4. In any case not herein provided for the Board of Selectmen shall determine the circumstances under which such Longevity Pay may be approved.

3.5. Special Designation Pay:

3.5.1. Fire Alarm Superintendent

<table>
<thead>
<tr>
<th>Firefighter - when designated as Fire Alarm Superintendent</th>
<th>Hourly Rate Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>July 1, 2007</td>
</tr>
<tr>
<td>First step</td>
<td>$1.51</td>
</tr>
<tr>
<td>Second step</td>
<td>$2.12</td>
</tr>
<tr>
<td>Third step</td>
<td>$2.85</td>
</tr>
<tr>
<td>Fourth step</td>
<td>$3.52</td>
</tr>
<tr>
<td>Fifth step</td>
<td>$4.96</td>
</tr>
</tbody>
</table>

The above step rates will become effective upon recommendation of the Chief of the Fire Department that the work was being satisfactorily performed by the person assigned to the job and the Superintendent would be eligible for the next step, if so recommended, on the anniversary date of first designation as Fire Alarm Superintendent.
The Chief of the Fire Department may, after due consideration of the performance of the firefighter assigned to the duties of Fire Alarm Superintendent, recommend, and with the approval of the Town Manager, may authorize compensation at the next higher step rate before the anniversary date of his/her last step rate increment, but no such advancement to the next higher step shall be made before the firefighter has served at least three (3) months at his/her existing step rate.

3.5.2. Fire Mechanic

<table>
<thead>
<tr>
<th>Step</th>
<th>July 1, 2007</th>
<th>July 1, 2008</th>
<th>July 1, 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>First step</td>
<td>$1.51</td>
<td>$1.55</td>
<td>$1.59</td>
</tr>
<tr>
<td>Second step</td>
<td>$2.12</td>
<td>$2.17</td>
<td>$2.22</td>
</tr>
<tr>
<td>Third step</td>
<td>$2.85</td>
<td>$2.92</td>
<td>$2.99</td>
</tr>
<tr>
<td>Fourth step</td>
<td>$3.52</td>
<td>$3.61</td>
<td>$3.70</td>
</tr>
<tr>
<td>Fifth step</td>
<td>$4.96</td>
<td>$5.08</td>
<td>$5.21</td>
</tr>
</tbody>
</table>

The step rates will become effective upon recommendation of the Chief of the Fire Department that the work was being satisfactorily performed by the person assigned to the job and the Mechanic would be eligible, if so recommended, on the anniversary date of first designation as Mechanic. The Chief of the Fire Department may, after due consideration of the performance of the firefighter assigned to the duties of Mechanic, recommend, and with the approval of the Town Manager, may authorize compensation at the next higher step rate before the anniversary date of the Mechanic's last step rate increment, but no such advancement to the next higher step shall be made before the firefighter has served at least three (3) months at his/her existing step rate.

When either the Fire Alarm Superintendent or Mechanic is on a leave (for vacation, sickness, or injury), or away from Weston on official business approved by the Chief of the Fire Department, for a period not less than one tour of duty (four days), or for a period less than one tour of duty when the Chief determines that an acting fire alarm superintendent or acting mechanic is required by the needs of the service, the firefighter designated as acting Superintendent or Mechanic shall receive additional pay on the basis of the hourly rate established for the first step of the position involved; provided, that the person so acting by designation of the Chief shall, during such assignment, be available to report for duty in the event of an emergency within 3 hours.

3.5.3. Fire Department Clerk and EMS Coordinator

Firefighter – when designated as Fire Department Clerk or EMS Coordinator
Upon full execution of this agreement dated July 1, 2013 through June 30, 2016, Firefighters designated by the Fire Chief as the Fire Department Clerk and the EMS Coordinator will each receive additional compensation of $1.3034 per hour.

3.6. Educational Incentive Pay:

All permanent firefighters of the Weston Fire Department who have earned and received semester hours of credit or their equivalent in quarter hours of credit in a degree program of an accredited junior college, college, or university, may establish eligibility for additional compensation per year at the following rates regardless of their rank:

<table>
<thead>
<tr>
<th>Semester Hours</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>$100.00 per year</td>
</tr>
<tr>
<td>20</td>
<td>$200.00 per year</td>
</tr>
<tr>
<td>30</td>
<td>$300.00 per year</td>
</tr>
<tr>
<td>40</td>
<td>$400.00 per year</td>
</tr>
<tr>
<td>50</td>
<td>$500.00 per year</td>
</tr>
<tr>
<td>60</td>
<td>$600.00 per year</td>
</tr>
<tr>
<td>70</td>
<td>$700.00 per year</td>
</tr>
</tbody>
</table>

For an Associate Degree or higher, compensation shall be at an annual rate calculated as four percent (4%) of the annual rate of Base pay of the eligible firefighter.

Eligibility for such additional compensation must be determined by the Chief of the Fire Department and certified to the Human Resources Director before becoming effective. The following rules shall apply to the administration of this additional compensation.

A.) Only courses in Fire Science Technology, Fire Rescue Services and Emergency Management prescribed by the degree granting institution or such elective courses as will be accepted for credit by a college or university toward a degree in that field will be accepted for establishment of eligibility for additional compensation.

B.) Participation in this program shall be at the individual firefighter's own time and expense with the following exception: The Department may furnish, at the discretion of the Chief of the Fire Department, text books for use in this program. All texts so furnished will remain the property of the Fire Department and must be returned, in good condition, to the Chief at the completion of the course.

C.) Those seeking to establish eligibility for such additional compensation must submit proof of satisfactory completion of all courses for which credit is claimed.
D.) Four (4) quarter hours of credit shall be considered the equivalent of three (3) semester hours of credit.

E.) The additional rate of compensation shall be effective as of July 1 of each year for credits earned and received as of June 30 of each year.

3.7. Tuition Reimbursement

3.7.1. With respect to courses which meet the requirements set forth in section 3.6.

Educational Incentive Pay for credit toward a degree in Fire Science Technology and Emergency Management, the Town shall reimburse a permanent firefighter for a portion of the cost of tuition for not more than four semester courses in a fiscal year, at the following percent:

- for a grade of A+, A or A-: 75 percent
- for a grade of B+, B or B-: 60 percent
- for a passing grade: 50 percent, subject to the following provisions:

3.7.2. For the purposes of this reimbursement only, a semester course shall be defined as one which provides three-semester hours credit toward the degree.

3.7.3. Certification of satisfactory completion of the course and of credit toward the degree shall be provided to the Chief of the Department before any payment of reimbursement shall be made.

3.7.4. Evidence of the amount of tuition charge for the course, or courses, and of payment therefore in full by the applicant for reimbursement shall be provided to the satisfaction of the Chief of the Department.

3.7.5. A written request for reimbursement signed by the applicant shall be submitted to the Chief of the Department along with the documentation specified above.

3.8. Overtime of Permanent Fire Department Personnel:

Captains, lieutenants, privates and the Day Officer responding to alarm outside duty hours, including drill coverage, and assuming the duties of their rank as prescribed by the Chief of the Department shall be compensated at one and one-half times the hourly rate of pay. When called back for duty between the hours of 11:00 P.M. and 7:00 A.M. such employees shall be paid for a minimum of two hours at the rate prescribed above.

Permanent personnel when required to cover in for a permanent member of the department or to perform station duty shall be paid at one and one-half times the hourly rate of pay.
3.9. **Fire Alarm and Mechanic Pay:**

Firefighters, when authorized by the Chief to perform the following functions when working outside their regularly scheduled hours, will be paid at one and one-half times the hourly rate of pay:

- Fire Alarm Superintendent
- Fire Alarm Lineman
- Fire Alarm Groundman
- Fire Department Mechanic
- Fire Department Assistant Mechanic
- Fire Department Mechanic's Helper

3.10. **Compensation for Emergency Medical Technician Qualification:**

Additional compensation shall be paid to a permanent firefighter certified as an Emergency Medical Technician (EMT) provided that the firefighter maintains continued certification in accordance with all applicable statutes and rules and regulations of the Commonwealth and has assumed the duties and responsibilities of such in operation of the Town's Emergency Medical Service. In fiscal years 2017, payment of the EMT stipend shall be at the annual rate of $2,000. In fiscal year 2018, payment of the EMT stipend shall be at the annual rate of $2,500. In fiscal year 2019, payment of the EMT stipend shall be at the annual rate of $3,000. Payments shall be divided equally and be paid through the eligible employee's weekly payroll check. Payment shall commence with the first paycheck following certification or recertification.

Firefighters required to be certified Emergency Medical Technicians upon hire shall maintain said certification as a condition of continued employment. The Town agrees to provide recertification training, either during the employee's regularly scheduled working hours or on overtime, which will provide the required biennial Department of Transportation Recertification Course required towards the maintenance of the Emergency Medical Technician certification. The Town agrees to provide additional recertification training consisting of nine hours annually for all Emergency Medical Technicians during their regularly scheduled working hours. Such training increment will be scheduled once for each work group. If an individual EMT misses the regularly scheduled training for his/her work group for any reason s/he may, at his/her discretion, make up the training with another work group but at no cost to the Town. The additional training required for biennial recertification not provided by the Town shall be earned by the employee. An Emergency Medical Technician who takes such additional recertification training as may be approved by the Chief of the Department outside of regularly scheduled working hours shall be compensated at his/her applicable time and one-half rate for each hour of approved training. If the employee does not complete his/her recertification s/he shall reimburse to the Town (by payroll
deduction) such sum or sums as shall have been paid to him/her for such training time. The reimbursement requirement shall not apply to an Emergency Medical Technician who has had to give up his/her recertification by reason of his/her own illness or injury, or for such other reason as may be accepted by the Chief of the Department and approved by the Town Manager and the Association. No Emergency Medical Technician shall be compensated for any hour of training in excess of the number of hours required for biennial recertification. Compensation for recertification training as set forth in this section 3.10. shall apply only to Permanent and Provisional Firefighters.

3.11. Defibrillator Pay:

The Emergency Medical Technician stipend for all certified EMT personnel shall be considered payment inclusive of all the skills needed to fulfill all the functions of a certified EMT. Firefighters who are not required to obtain EMT certification and do not obtain such certification, and who then obtain defibrillator certification, will be eligible for an annual defibrillator stipend to be calculated as hourly pay. The amount of the stipend shall be $300.

3.12. Compensation for Unused Sick Leave:

At such time as an employee either retires from the service of the Town, or voluntarily resigns from the Town and has at least 12 years of full-time continuous service as a permanent employee, s/he shall receive payment for 48% accumulated unused sick leave at the rate of his/her then current regular compensation as defined hereafter. For purposes of calculating the payment of compensation for unused sick leave, regular compensation shall include base pay, longevity pay, educational incentive pay, night differential pay, certification pay, and such additional pay for special designations as the employee may be receiving as of the last month of employment by the Town; holiday pay shall not be included in the calculation. The amount of said pay for each unused sick leave day shall be one-fifth (1/5) of the weekly rate of pay as computed above. Under no circumstances shall an employee be paid for more than 100.8 days (forty-eight percent of maximum accumulation of 210 sick leave days.)

3.13. Detail Pay:

The following rate of compensation shall apply to special details and the rate shall be paid or agreed to by the user before the detail is assigned. No employee is authorized to accept a special detail except through an assignment by the department.

Effective upon execution of this Agreement: $45.00 per hour with a 4-hour minimum
The Town does not undertake to guarantee payment of charges made for details, but will submit to the responsible party a bill for the services of an employee or firefighter in accordance with the foregoing rate of compensation. Employees shall be paid in accordance with the provisions of Chapter 44, Section 53C of the General Laws.

3.14. Compensation for Call Firefighters:

-annual retainer:

- Emergency Medical Technician Compensation

CALL FIREFIGHTERS

$300.00

Additional compensation shall be paid to a call firefighter who completes one full year of service as an Emergency Medical Technician provided that s/he has maintained during that period continued certification as such in accordance with all applicable statutes and rules and regulations of the Commonwealth and has on an as-required basis assumed the duties and responsibilities of such in operation of the Town's Emergency Medical Service. Effective July 1, 1992, a lump sum payment of $300.00 shall be paid as of June 1 in each year to each eligible call firefighter. Each call firefighter eligible shall have completed one year's service on or before June 1 of the year in which the payment is to be made. Said payment shall not be pro-rated, but paid in full only if conditions of eligibility are met as of June 1 in each year.

Call firefighters shall be compensated for the time (not in excess of 21 hours) actually devoted to the Department of Transportation Recertification Course required to be taken biennially as a part of the requirements for maintaining certification as an Emergency Medical Technician. Compensation for such hours shall be at the hourly rate for responding to alarm in effect under the following provisions of this section 1.

-drill pay:

Two hour's pay at one and one-half (1-1/2) times the hourly rate of a private with not more than 8 months' active service for each two-hour drill.

Thirty (30) hours of fire suppression drills will be scheduled during each fiscal year.

The thirty (30) hours of fire suppression drills shall be in addition to first responder drills or other drills which may be required by law, or scheduled in the discretion of the Chief.

Drill pay shall be paid for attendance at such drills.

No call-firefighter shall receive payment for attendance at more than thirty (30) hours of fire suppression drills in one fiscal year.
rate for responding to alarm:  One and one-half (1-1/2) times the hourly rate of a private with not more than 8 months' active service per hour. When called back to an alarm between the hours of 11:00 p.m. and 7:00 a.m. such employee shall be paid for a minimum of two hours at this rate.

Rules established by the Chief governing payment of annual retainer.

1. $300.00 annual retainer paid quarterly. No retainer shall be paid for the first six month probationary period unless 75% or more of the bell alarms are answered. Retainer paid for less than six months' service shall be prorated.

2. A call firefighter attending less than 30% of bell alarms in any three month period shall not be entitled to any retainer. Provided, however, that a call firefighter who responds to a still alarm may substitute each such response for one bell alarm to which s/he may have failed to respond for the purpose of meeting the eligibility requirements for retainer pay in the three-month period when the still alarm occurred.

3. A call firefighter attending less than 50% of the fire suppression drills may be subject to loss of retainer.

4. All borderline retainer cases shall be decided at the discretion of the Chief.

5. When a call firefighter fills in a single full shift his/her compensation shall be at one and one-half times the hourly rate of the first step for permanent firefighters. When serving as a full-time replacement or on an intermittent part-time schedule for a regular firefighter for a period of time that is expected to be one 24-hour shift or more his/her compensation (including overtime when applicable) shall be at the weekly rate computed on the annual rate of pay established for the first step for permanent firefighters. The computed hourly rate will include the calculation for night differential and any educational pay the incumbent might be eligible for under Article 3, Section 3.6, Educational Incentive Pay of the collective bargaining agreement. The incumbent will not be eligible to receive any other pays. Any overtime payments will be paid in accordance with the Fair Labor Standards Act. A call firefighter who takes the place of a permanent firefighter for an extended period of time is to be compensated as follows. For the first eight months of such full schedule fill-in:
• At the annual rate of pay established for a private with less than 8 months' active service. Provided that, if such call firefighter shall have served as call firefighter for at least two years immediately prior to commencing the extended full-time or intermittent part-time schedule fill-in, at the annual rate of pay established for a private with more than eight months service, but less than sixteen months service.

• Upon completion of the first eight months full-time service or intermittent part-time service amounting to a full-time equivalency of eight months, the call firefighter shall be compensated at the next higher step rate for private and shall, thereafter, upon completion of the required eight months of full schedule fill-in or intermittent part-time service amounting to a full-time equivalency of eight months, be compensated at the next higher rate of pay for private until the maximum is reached.

• Should a call firefighter complete such an extended fill-in period of provisional duty and be called back to cover again or receive a permanent appointment within three months of completion of the prior extended fill-in period s/he shall be compensated at the rate s/he was receiving at such completion, otherwise s/he shall be compensated at the appropriate starting rate of pay for three months and upon completion of such three months service shall be paid at the rate s/he was receiving when s/he completed such prior extended fill-in period.

• At any time when a call firefighter shall be entitled by reason of such temporary but extended fill-in duty, to receive compensation at a rate of pay in excess of the minimum for a permanent firefighter s/he shall not be entitled to receive retainer pay. However, during such temporary but extended full-time fill-in service the call firefighter shall be eligible for vacation benefits on the same basis as a permanent firefighter, or a pro-ration thereof for intermittent part-time service. Regardless of such variations in compensation or vacations the call firefighter on such fill-in duty shall be deemed to remain a call firefighter for all other purposes.

• While keeping in mind costs to the Town, the Chief will make an effort to ensure permanent employees are not transferred from one work group to another for the purpose of accommodating the schedule of call firefighter.

3.15. Costs of Certification

The Town shall reimburse, to an amount not exceeding $150.00, the Fire Prevention Officer and the Training Officer for the actual costs of materials and any fee for an examination required for the purpose of obtaining respectively certification by the Massachusetts Fire Training Council as
"Certified Fire Inspector I" or "Certified Fire Instructor I" in the Commonwealth of Massachusetts. Evidence of the amount of the costs and fee and of payment therefor in full by the applicant for reimbursement shall be provided to the satisfaction of the Chief of the Department. Receipts obtained at the time of purchase or payment are preferred as evidence.

3.16. Certification Pay

Additional compensation shall be paid to a permanent firefighter who is certified by the Massachusetts Fire Training Council in the following categories:

- Firefighter I and II: $200.00 per year
- Fire Instructor I: $400.00 per year
- Fire Inspector I: $400.00 per year
- Fire Officer I: $400.00 per year

Such compensation shall be referred to as Certification Pay and shall be deemed to be "Regular Compensation" within the meaning of General Laws, Chapter 32, Section 1. The following provisions shall apply to the payment of Certification Pay:

1) Payment of the Certification stipend shall be divided equally and be paid through the eligible employee’s weekly payroll check. Payment shall commence with the first paycheck following certification or recertification and continue for a period of one full year.

2) There shall be no limit on the number of employees eligible for Firefighter I and II or Fire Officer I Certification Pay; however, an employee shall only be eligible for Certification Pay in one of these two categories.

3) Payment of Certification Pay for Fire Instructor I shall be limited to four (4) employees annually. One of these four (4) slots shall be reserved for the department Training Officer, and the other three (3) slots for other employees approved by the Chief who will assist the Training Officer with the department’s training programs.

4) Payment of Certification Pay for Fire Inspector I shall be limited to four (4) employees annually. One of these four (4) slots shall be reserved for the department Fire Prevention Officer, and the other three (3) slots for other employees approved by the Chief who will assist the Fire Prevention Officer with the department’s Fire Prevention program.

5) In order to maintain eligibility for Certification Pay, members must maintain their eligibility for such Certifications in accordance with applicable Massachusetts Fire Training Council standards.
6) All costs of obtaining Certifications, except for the department's Training Officer and Fire Prevention Officer, shall be borne entirely by the employee. The Training Officer and Fire Prevention Officer are eligible for reimbursement under Section 3.15 of this contract.

ARTICLE 4. GROUP GENERAL OR BLANKET INSURANCE

The Town will provide group life insurance, group accidental death and dismemberment insurance and group general or blanket hospital, surgical and medical insurance in accordance with the applicable provisions of Massachusetts General Laws Chapter 32B and Rules and Regulations of the Group Insurance Commission.

The Town and the Union agree that all employees eligible to enroll in the Town's health insurance group plan as stipulated in the Town's Contributory Rules and Regulations shall contribute 15% towards the premium of any HMO, POS or EPO which the Town in its discretion may offer. Contribution toward the PPO plan will remain at 50% for all eligible employees.

The Union agrees that by executing this agreement, the Union authorizes the Town to create, if necessary, a G.L. c. 32B, §15(b) Health and Welfare Trust Fund for the purpose of making the HMO/managed care premium contribution change specified in this agreement.

The Town will not reduce benefits in effect as of July 1, 2001. The Town has voted to accept the following specific sections of Chapter 32B in addition to its initial acceptance of Chapter 32B by vote at annual election March 31, 1958:

- Section 7A. Governmental Units May Make Payment of Subsidiary or Additional Rate for Insurance for Employees and Dependents, May 14, 1979.
- Section 8A. Use of Dividends or Refunds to Reduce the Employees' Share of Premium Costs, March 26, 1966.
- Section 9A. Town may assume Payment of One-Half of Premium of Retired Employees, March 28, 1960.
- Section 11A. Additional Insurance, March 25, 1963. (This relates to optional life and accidental death and dismemberment insurance at no premium cost to the Town.)
- Section 11B. Appropriations for Group Hospital, Surgical, etc., Insurance for Elderly Persons Retired from the Service of the Town.
The Town will supply such forms, applications and other information as may be necessary, together with such information and assistance as may be needed and requested, so that each firefighter may avail him/herself of the benefits to which s/he may be entitled under Chapter 32B. No part of the proceeds of the above insurance shall inure to the benefit of the Town. Call firefighters are not eligible for insurance under this section.

**ARTICLE 5. HOSPITAL, SURGICAL AND MEDICAL EXPENSE**

In accordance with Massachusetts General Laws, Chapter 41, Section 100, the Town will indemnify any firefighter for reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for chiropody (podiatry) incurred as the natural and proximate result of an accident occurring, or of undergoing a hazard peculiar to his/her employment, while acting in the performance and within the scope of his/her duty without fault of his/her own. For the purposes of this section, call and provisional firefighters shall be considered firefighters.

**ARTICLE 6. RETIREMENT**

Retirement benefits and pensions for firefighters employed by the Town shall be in accordance with the applicable General Laws of the Commonwealth, Chapter 32 and other provisions.

Firefighters are included within the Middlesex Retirement System.

Contributions for retirement and other benefits are made by the Town and the firefighter.

Call Firefighters are eligible for such benefits as are provided by the General Laws provided that they make the required contributions and join the retirement system in the manner provided by law.

**ARTICLE 7. LEAVE WITHOUT LOSS OF PAY BECAUSE OF INJURY SUSTAINED IN PERFORMANCE OF DUTY.**

In accordance with Massachusetts General Laws, Chapter 41, Section 111F, whenever a firefighter is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, or a firefighter assigned to special duty by his/her superior officer, whether or not s/he is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, s/he shall be granted leave without loss of pay for the period of such incapacity; provided that no such leave shall be granted for any period after such firefighter has been retired or pensioned in accordance with law or for any period after a physician designated by the Town Manager determines that such incapacity no longer exists. This section applies to permanent
firefighters only. A copy of any such determination by a physician shall be made available to the firefighter upon request.

With respect to call firefighters, the Town will comply with the requirements of Massachusetts General Laws Chapter 32, Section 85H. For those call firefighters who take the place of a permanent firefighter for an extended period of time ("provisional firefighters" as described in Article 1. Job Classifications and Definitions) and who have no other "regular occupation" as that phrase from Chapter 32, Section 85H has been construed by the courts, the Town shall provide the same level of benefits as is available to call firefighters who are eligible for benefits under Chapter 32, Section 85H provided that the call firefighter on a temporary extended fill-in assignment is disabled during such an assignment because of injury or incapacity as a direct and proximate result of performing the duties of a firefighter and provided further that the disability is not the result of wear and tear through sustained exposure to the requirements of the position and/or that the disability is not the result of the aggravation of a pre-existing condition.

7.1. Determination of Injured on Duty (IOD) Status. The determination of eligibility for IOD status in accordance with the Article shall be made by the Town Manager or his/her designee in consultation with the Fire Chief on the basis of actual circumstances. Firefighters claiming injury on duty will be placed on IOD leave. If, however, it is determined after the process described herein that the injury was not work-related, an adjustment will be made crediting the IOD leave to the firefighter's accrued sick leave retroactive to the date s/he began receiving IOD pay.

7.2. Physical/Psychological Examinations. A firefighter on injury leave shall promptly request that his/her physician provide to the Town all medical reports concerning the condition of the firefighter relating to the injury claimed to be the reason for such injury leave. S/he shall also authorize his/her physician in writing to provide such reports to the Town. All medical reports shall be provided to the Town in writing and signed by the treating medical provider. A medical report shall be provided to the Town in all cases when injury leave is claimed. The Town reserves the right to require a firefighter who is receiving benefits under this section to submit to physical or psychological examinations by a physician, or other appropriate medical professional, chosen by the Town and at the expense of the Town to determine IOD status.

7.3. Appeal Process. In the event that a firefighter's claim for benefits under this Article is disputed by the Town under Section 2 above; that is, the individual firefighter's personal physician disagrees with the decision made by the physician designated by the Town, the firefighter shall cause his/her physician to confer with the physician designated by the Town within ten (10) calendar days of the decision by the
physician designated by the Town. The physician designated by the Town shall notify the Town Manager or the Fire Chief of the result of this conference.

If there remains continuing disagreement of his/her personal physician after said conferral with the physician designated by the Town, a third physician designated by the two conferring doctors will be assigned to conduct an examination within fourteen (14) calendar days after said conference. A firefighter shall not be required to return to work during such third physician process. The third physician shall render his/her decision within seven (7) calendar days or as soon as possible thereafter.

7.4. **Travel Restrictions.** A firefighter on injury leave must remain at his/her home or place of treatment during the period of disability except as otherwise directed by a physician as a necessary part of prescribed treatment of the ailment. This provision is not intended to prevent limited local travel if consistent with recuperation. In addition, this provision is not intended to prevent other travel away from home when undertaken with the prior knowledge of the Chief of the Fire Department. No travel except for that necessary to obtain treatment shall be permitted during injury leave for such leave period of less than four (4) calendar days unless approved in writing by the Fire Chief or his/her designee.

7.5. **Leave Accruals.** As provided under Article 8 (Leave for Injury or Sickness Not Covered by Article 7) of this Agreement, employees receiving benefits in accordance with this section who are on approved injured-on-duty status for more than six months shall have their sick leave accrual pro-rated based on the amount of time greater than six months the employee was on injured-on-duty status.

7.6. **Medical Case Management.** The Town or its designated occupational health consultant will review all requests for indemnification of medical expenses and will make payment for reasonable charges. Injured employees will be required to provide medical information release forms from all relevant medical providers for injuries/illnesses for which benefits are sought. It is understood that all employee medical information will be kept strictly confidential as provided by law.

Nothing herein, however, shall prevent the Town Manager or the Chief from having a firefighter on approved IOD status subsequently reexamined by a medical provider of the Town’s choosing at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the firefighter has sufficiently recovered to commence duty. The Town will incur the cost of the Town appointed medical provider.

As stipulated in Section 3 of this article, if there is disagreement between the firefighter’s physician and the medical provider chosen by the Town regarding treatment, recovery and/or the ability to return to work, a third physician designated by the two conferring doctors will be assigned to conduct an examination within fourteen (14) calendar days after the two doctors confer. A firefighter shall not be
required to return to work during such third physician process. The third physician shall render his/her decision within seven (7) calendar days or as soon as possible thereafter. The decision of the third physician shall subject to arbitration be final and binding regarding treatment, recovery and/or ability to return to work.

If a firefighter is determined by the third physician to be capable of returning to duty and does not report for duty, the firefighter’s leave without loss of pay shall be discontinued and s/he shall be subject to disciplinary action.

7.7. **Return to Duty.** Prior to a firefighter returning to duty, s/he must submit a report from his/her physician stating his/her ability to return to work and safely perform all the essential functions of the job. Nothing in this article precludes the Town from sending a firefighter to a medical provider of the Town’s choosing to provide a second opinion regarding the firefighter’s ability to perform the essential functions of the job.

Nothing herein shall require or preclude the Chief from, or limit his/her discretion regarding the granting or denying of a request from a firefighter out on injury leave to work on limited or light duty.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Weston from involuntarily retiring members.

**ARTICLE 8. LEAVE FOR INJURY OR SICKNESS NOT COVERED BY ARTICLE 7**

8.1. **Basis of Eligibility and Accumulation**

All full-time permanent and full-time provisional firefighters and other members of the bargaining unit shall be entitled to sick leave with pay on the basis of accruing 1.25 working days for each full month of service for a total of 15 days per year until a maximum credit of 210 days is reached.

No additional sick leave shall be earned or credited to an employee except as follows:

8.1.1. In the event an employee has earned and accumulated the maximum of 210 days of sick leave and subsequently uses accumulated sick leave, s/he shall be permitted to re-establish his/her total accumulation to the maximum of 210 days, by earning said replacement days, after returning to work, as provided in the first paragraph of this section.

8.1.2. Effective July 1, 1986, an employee who has earned prior to that date sick leave days which would have been credited to him/her except for the fact that s/he had reached the maximum allowed accumulation of 210 days, shall have such sick leave days, to a maximum of 20, placed in a sick leave account for his/her sole use under conditions specified below. Similarly, an employee whose accumulated sick leave days are 210 days or
fewer may earn additional days beyond the maximum accumulation of 210 days and such additional days up to a maximum of 20 shall be placed in a sick leave account for his/her sole use under the conditions specified below in section 8.2.

8.1.3. Credit for such leave shall accrue to each eligible member of the bargaining unit on the first day of the month following completion of the required service.

8.1.4. In the case of persons not employed on a permanent or provisional basis no sick leave shall accrue as the result of the first six months service.

8.2 Rules for Use of Sick Leave

If a firefighter is unable to report for work due to sickness as covered in section 8.1 above, s/he shall cause the officer on duty or the Fire Chief to be notified as soon as his/her inability becomes apparent unless incapable of causing such notice to be given.

The Fire Chief shall have the right to require a certificate from a physician, or to send a physician to examine any member of the bargaining unit who reports his/her inability to work due to illness or injury. Except as herein provided, sick leave is allowable only in cases of actual sickness or injury rendering the member unable to perform his/her duties. Sick leave not to exceed five (5) shifts consisting of either ten (10) hours (day shift) or fourteen (14) hours (night shift) in any calendar year may be used for illness in the employee's immediate family, or to meet non-routine medical examinations and dental appointments. "Immediate family" as used in this article shall include spouse, child, brother or sister of the employee or of his/her spouse, and father or mother of the employee or of his/her spouse and shall exclude all other relatives.

Vacation leave may be used for sick leave when sick leave credits have been exhausted.

Sick leave account days may be used on the following conditions:

When an employee uses from his/her maximum of 210 days of accumulated sick leave seven or more consecutive duty tours s/he may have an equal number of sick leave days up to a maximum of 20 days withdrawn from his/her sick leave account and credited to his/her accumulated sick leave. Total accumulated sick leave shall under no circumstances exceed 210 days. The transfer of sick leave days from an employee's account to his/her accumulated sick leave shall be made annually as of December 31, unless the employee requests in writing prior to that date that such transfer not be made.

8.3 Emergency Sick Leave Bank.

On July 1 of each year, commencing with July 1, 2011, one (1) sick day shall be deducted from the accrued total sick days of each permanent full time Weston Firefighters' Association
Employee and placed in an emergency sick leave bank (hereinafter referred to as the "Bank"). An employee cannot donate sick leave days from any sick leave account as referenced in sections 8.1.2 and 8.2. If an Employee has no accrued sick days as of July 1, then the third sick day accrued by the employee shall be placed in the Bank. Each Fire Employee shall continue to donate one (1) sick day each July 1 until s/he has donated a total of twelve (12) days.

The sick days donated to the Bank shall not be counted towards determining the amount of sick leave a permanent employee may accrue to reach the maximum.

Any employee who is out because of sickness or injury that has been documented by a physician or physicians and has been approved by the Chief as a bona fide illness or injury, and has exhausted all of his/her sick leave and vacation time, and has been out of work for illness or injury for at least three (3) consecutive work days beyond the employee’s last paid work day will be eligible to draw up to four (4) sick days from the Bank to assist the employee in an extended injury or illness.

Should an employee need additional sick days, s/he may obtain up to an additional forty-eight (48) days in sixteen (16) day increments from the Bank by a majority vote of no fewer than ten (10) members of the Weston Firefighters’ Association for each sixteen (16) day increment, provided that at no time shall the total number of days in the Bank be drawn below twenty (20) days. Under extreme circumstances as determined by a majority vote of no fewer than ten (10) members of the Weston Firefighters’ Association, additional requests may be approved for use of the sick bank.

Prior to granting additional sick days beyond the original four (4) days, the Association shall require the employee to submit adequate documentation from an appropriate physician justifying the need for additional sick days. If the employee fails to submit adequate documentation from an appropriate physician justifying the need for additional sick days, the employee shall not be eligible for additional sick days beyond the initial four (4) days until such time as said documentation is provided and the request is approved by a majority vote of no fewer than ten (10) members of the Weston Firefighters’ Association.

Any employee that is granted sick time from the bank will be required to return the same number of days to the bank upon returning to work. The employee will return six (6) days per year (1 every other month) until all sick days are repaid to the Bank.

Under extreme circumstances an employee may request a slower repayment schedule so the employee can maximize available sick days for ongoing medical treatment and care after returning
to work to be approved by a majority vote of no fewer than ten (10) members of the Weston
Firefighters' Association. In this case, the employee will return three (3) days per year (1 every 3
months) until such sick time is repaid to the Bank.

**ARTICLE 9. VACATIONS**

Vacations with pay shall be granted to permanent and full-time provisional firefighters based on
length of continuous full-time service with the Town as follows:

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Vacation Duration</th>
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<tr>
<td>6 months or more but less than 1 year</td>
<td>1 week</td>
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<tr>
<td>1 or more years but less than 5</td>
<td>2 weeks</td>
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<tr>
<td>5 or more years but less than 10</td>
<td>3 weeks</td>
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<tr>
<td>10 or more years but less than 20</td>
<td>4 weeks</td>
</tr>
<tr>
<td>20 or more years but less than 26</td>
<td>5 weeks</td>
</tr>
<tr>
<td>26 or more years but less than 27</td>
<td>5 weeks and 1 day</td>
</tr>
<tr>
<td>27 or more years but less than 28</td>
<td>5 weeks and 2 days</td>
</tr>
<tr>
<td>28 or more years</td>
<td>5 weeks and 3 days</td>
</tr>
</tbody>
</table>

Eligibility for vacations shall date from the date of initial appointment as a permanent
employee or full-time provisional firefighter except that no vacation shall be given for less than six
months' service. Vacation scheduling shall be arranged by the Chief with due regard to seniority
and departmental needs. The Chief shall not act arbitrarily or capriciously in arranging vacation
schedules.

When an eligible employee completes 6 months of service he/she shall be credited with one
week of vacation. The following January said employee shall be credited with one week of
vacation. Each successive January said employee shall be credited with two weeks of vacation until
he/she has reached five years of continuous full-time service. At such time, said employee shall
receive two weeks of vacation in January and one additional week of vacation on his/her
anniversary date and shall receive three weeks of vacation each successive January until he/she has
reached ten years of continuous full-time service. At such time, said employee shall receive three
weeks of vacation in January and one additional week of vacation on his/her anniversary date and
shall receive four weeks of vacation each successive January until he/she has reached twenty years
of continuous full-time service. At such time, said employee shall receive four weeks of vacation in
January and one week of vacation on his/her anniversary date and shall receive five weeks of
vacation each successive January until he/she has reached twenty six years of continuous full-time
service. At such time, said employee shall receive five weeks of vacation in January and one day of
vacation on his/her anniversary date. When the employee has reached twenty-seven years of
continuous full-time service, said employee shall receive five weeks and one day of vacation in
January and one day of vacation on his/her anniversary. When the employee has reached twenty-eight years of continuous full-time service, said employee shall receive five weeks and two days of vacation in January and one vacation day on his/her anniversary date and shall receive five weeks and three days of vacation each successive January.

Vacation pay will be computed as one week's pay for each week of vacation. If a holiday occurs during a vacation period, the Captain, Lieutenant or Private affected shall be entitled to an additional one-fifth of his/her regular week's pay. The Day Officer shall be entitled to an additional one-fourth of his/her regular week's pay if a holiday occurs during a vacation period on a day in which the Day Officer is normally scheduled to work.

ARTICLE 10. BEREAVEMENT LEAVE

Up to four (4) shifts paid leave, including the day of the death, shall be granted by the Chief to an employee for any work days missed owing to the death of his/her father, mother, child, spouse, brother, sister, in-law or grandparent. This paid leave shall not be taken from sick leave.

ARTICLE 11. WORK WEEK

Captains, Lieutenants, and Privates: Working schedules shall be established by the Chief. The work week will be 42 hours based on an eight (8) week cycle.

The work schedule for members not assigned a work-group will be at the discretion of the Chief. Firefighters assigned to a work-group will work a 24-hour schedule. At the discretion of the Chief and for the purposes of sick and vacation leave, the twenty-four hour shift can be broken down to reflect a 10-hour day-shift and 14-hour evening-shift. The start of the 24-hour shift begins at 7:00 a.m. and ends at 7:00 a.m.

The 24-hour work schedule shall not serve to increase or decrease the benefit level of any section of the contract not specifically enumerated herein.

**Day Officer:** The Day Officer shall work 40 hours per week with a normal work schedule of Monday through Thursday with each 10-hour shift beginning at 7:00 am and ending at 5:00 p.m. each day. At the discretion of the Chief, the Day Officer's schedule may be modified on occasion.

This acknowledges that the Board of Selectmen has voted to adopt the definition of a work week under FLSA 207 (k) exemption.

The Town reserves the right to change the pay week. In addition, the Town reserves the right to change the weekly pay day from Thursday to Friday pending a thirty (30) day written notice from the Town to the Union.
ARTICLE 12 GRIEVANCE PROCEDURE.

No firefighter shall refuse to obey a lawful order of the Chief or his/her superior, or a person temporarily in command whether of this or any other department or fire service.

12.1. A grievance is an employee’s expressed feeling of dissatisfaction, presented in writing, concerning aspects of employment or working conditions, or a dispute, claim or complaint arising under the terms of this labor agreement which has not been resolved to the employee’s satisfaction through informal discussion. It may be filed by the Association or an employee in the bargaining unit.

12.2. A grievance, beginning at Step 2 below, must contain the following information:
   a) a statement of the grievance which cites the part of the Agreement which has been violated, or the circumstances which give rise to the grievance;
   b) a statement of remedial action or relief sought;
   c) evidence (documentary, if available) to support the grievance; and
   d) a statement of reasons why the aggrieved believes that the remedy should be granted.

12.3. The procedure for handling grievances which may arise under this agreement is as follows:

   **Step One:** Informal discussion- The employee shall discuss the grievance with the Fire Chief or officer in charge, within five (5) calendar days of its occurrence. The Fire Chief or designee must make his/her decision, verbally or in writing, within 5 calendar days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed.

   **Step Two:** Should the grievance remain unsettled, it must be presented in writing. The written grievance must then be signed by the aggrieved party, endorsed by an officer of the Association and delivered to the Fire Chief within ten calendar days after the Step One decision is rendered or due. The Fire Chief will issue a written decision within 10 calendar days of his or her receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer is allowed.

   **Step Three:** If the grievance has not been settled at Step Two it shall be presented in writing to the Town Manager or designee within seven (7) calendar days after the decision of the Fire Chief is rendered or due.—The Town Manager or designee shall schedule a meeting with the Fire Chief, the employee and authorized representatives of the Association within 14 calendar days of the receipt of said grievance in writing. The Town Manager or designee shall render his/her decision in writing within 10
calendar days after said meeting or after such additional meetings as may be required by mutual agreement of the Town Manager or designee and the authorized representatives of the Association.

**Step Four:** If the grievance is not settled at Step 3, the matter shall be referred to arbitration within ten (10) calendar days of receiving the Town Manager’s or designee’s decision. One (1) arbitrator shall be selected, and the arbitration shall proceed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. No individual employee has the right to require arbitration, that right being reserved to the Association and the Town.

Each party shall bear the expense of the presentation of its case, and the expense of the arbitrator shall be shared equally by the Town and the Association. No arbitrator shall have any power to add to or subtract from or modify any of the terms of this agreement or to decide any question except the grievance as submitted. No award may be made retroactive for more than thirty (30) days prior to the date the grievance was reduced to writing under Step Two, except in cases where the affected employee was unaware of the grievance for reasons not within his/her control.

The grievance and arbitration procedure hereunder shall not apply to any matter which is within the proper jurisdiction of the Contributory Retirement Appeal Board.

Failure to move the grievance to the next step within the time frame listed in this article will act as a waiver of any further rights under the grievance. Time limits may be extended by mutual agreement. Such agreement will not be unreasonably withheld.

No employee shall be suspended, demoted or discharged without just cause.

**ARTICLE 13. HOLIDAYS**

In addition to his/her normal week's pay a full-time permanent or full-time provisional Captain, Lieutenant or Private shall be paid holiday pay (computed at 1/5 of a week's pay) for each recognized holiday. Holiday pay shall be deemed to be "Regular Compensation" (Ch. 84, Acts of 1969). If a firefighter shall work two shifts on the same holiday s/he shall receive only one additional one-fifth of a week's pay. The Day Officer will be entitled to receive with pay (computed as ¼ of a week’s pay) a day off from work on those holidays recognized in this Article, provided the holiday is celebrated on the date the Day Officer is normally scheduled to work.
Recognized holidays under this agreement are:

- New Years Day
- Martin Luther King Day
- Washington’s Birthday
- Patriot’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

**ARTICLE 14. AGENCY SERVICE FEE AND DUES DEDUCTIONS**

14.1. All full-time permanent and full-time provisional employees covered by this Agreement shall be required as a condition of employment to make payment on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later, of an Agency Service Fee to the Association. Such Agency Service Fee shall be in the amount equal to the Union dues. At the election of the employee, said Agency Service Fee may be deducted from his/her wages upon presentation to the Town of a signed authorization. Said authorization may be cancelled by sixty (60) days' written notice to the Town. An employee who does not authorize the Town to make weekly payroll deduction as provided herein shall make the Agency Service Fee payment directly to the Treasurer of the Association. This section shall become effective only if accepted by the members of the bargaining unit in accordance with the applicable provisions of General Laws, Chapter 150E, Section 12. The Association has established a rebate procedure, as required by said section.

14.2. The Town will deduct from the pay of each employee who submits a written authorization in accordance with the form attached to this agreement (APPENDIX 1) on the payroll for the first (1st) week of each month the sum designated to it as membership dues in the Association for that month. The Town will transmit quarterly the total amount deducted, to the Treasurer of the Association.

The Association will provide a bond to the Town Treasurer in accordance with the provisions of Chapter 180, Section 17A of the General Laws.

The Association 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 Article or in reliance on any assignment furnished by the Association.
ARTICLE 15 CLOTHING AND EQUIPMENT

Each firefighter will be supplied with clothing and equipment as listed and described on the Clothing Schedule (Appendix 2).

A newly appointed permanent or full-time provisional firefighter (except call firefighters) shall be furnished an initial supply of work clothing consisting of four shirts and four trousers of permanent press type approved by the Chief of the Department, two pair of shoes, one low, one high, black leather, and a cloth work jacket.

A call firefighter shall be furnished two shirts, one long sleeve and one short sleeve, of the same description as furnished to a permanent firefighter. Replacement of these shirts shall be subject to approval of the Chief of the Department who shall determine when replacement is required to maintain the initial issue of two shirts for each active call firefighter.

An initial issue of two (2) long sleeve and two (2) short sleeve, white, uniform shirts shall be furnished to an officer when s/he is first promoted from firefighter to officer rank.

A person designated by the Chief of the Department to serve as fire alarm lineman will be supplied with one pair of lineman's boots of a type approved by the Chief of the Department.

In the event that replacement of the clothing and equipment issued shall be necessary by reason of damage or destruction, burning, or otherwise arising from use on duty or if such equipment becomes obsolete or unserviceable, a replacement shall be made as necessary provided that the approval of the Chief is obtained. A clothing allowance up to a maximum of $300.00 for each permanent firefighter (except call firefighters) will be provided in each fiscal year for the purpose of replacing work clothes and shoes, but shall not be available to a newly appointed permanent firefighter until the fiscal year following his/her permanent appointment.

Such clothing allowance is not to be paid in cash, but is intended to provide for replacement of work clothes and shoes on an "as required" basis up to a limit of $400.00 per year per eligible employee. The Town shall under no circumstances be required to replace work clothes and shoes at a cost in excess of $400.00 per eligible employee per fiscal year.

Protective clothing, dress uniform, work clothes and shoes as provided under the terms of the Agreement shall be worn only on occasions when the firefighter is engaged in an activity related to the duties of an employee of the Weston Fire Department. Under no circumstances shall such clothing be worn while the employee is engaged in work for any employer other than the Town of Weston.
At the discretion of and subject to the approval of the Chief of the Department personal clothing of permanent personnel and call firefighters (not clothing issued by or paid for initially by the Town) which is damaged, burned or destroyed in the course of firefighting activities may be replaced at the expense of the Town.

**ARTICLE 16. PROMOTION POLICY**

**16.1. Promotion to Lieutenant**

An initial Eligibility List of firefighters eligible for promotion to the rank of Lieutenant shall be established in the following manner:

**16.1.1.** A permanent firefighter with at least five (5) years of permanent service on the Weston Fire Department as of the date of the examination must file an application to take an examination at least thirty (30) days prior to the examination.

**16.1.2.** An outside agency experienced in administering fire service examinations shall be engaged by the Chief of Department to create, provide a list of study guides, administer and correct the Promotional Examination. The study guides for the examination shall be issued no less than ninety (90) days prior to the examination date. Firefighters who sign up for the examination less than one hundred (100) days prior to the examination date will receive study guides in no more than ten (10) business days.

This examination shall consist of one-hundred (100) multiple choice questions based upon the study guides provided. Each question answered correctly will carry a value of one (1) point. A minimum passing grade of seventy (70) points must be attained to be eligible for promotion. The examination shall be administered at a location outside of the fire stations as determined by the Chief and last a period of three (3) hours, with the time remaining being announced at half-hour intervals. Two (2) individuals shall monitor the examination, one being from the testing agency and the other as provided by the Chief of Department.

**16.1.3.** Upon completion of the written examination the testing agency shall submit within ten (10) calendar days to the Chief of the Fire Department and the Association the names of all applicants who took the written examination. This list shall be provided by the testing agency showing those members in numerical order with the firefighter(s) with the highest test score(s) shown first and the others in descending order of the test scores following. The list shall differentiate which members received a passing grade (if any) from those members who did not pass (if any). There shall be a period of twenty (20) days following the receipt of this listing allowed for appealing the test scores. A member wishing to review his/her test shall be allowed access to a
copy of the exam, answer key and his/her answer sheet. All appeals shall be reduced to writing and submitted to the testing agency via the Chief of Department. The testing agency will provide a written response to all appeals within ten (10) days of the end of the appeal period. Decisions related to appeals shall be final and applied to all scores. Following the appeal period, the Promotional Eligibility List shall be approved and posted and will be in effect for three (3) years from the date of posting.

16.1.4. If the written examination does not produce four (4) or more applicants who attained the minimum passing grade a notice shall be posted advertising a new examination to be administered no later than four (4) months from the date of the previous examination. Only those members eligible to take the initial examination shall be allowed to sign up for this second examination.

If a promotion to the rank of Lieutenant is required during this interim period any vacancy in the Lieutenant’s rank shall be filled by the Chief of Department on an acting basis. Assignments to the position of Acting Lieutenant during this interim period shall be made only from the Promotional Eligibility List most recently in effect but such assignment shall not be limited to the top four (4) candidates.

The Town shall be required to administer only two (2) examinations in order to establish this Eligibility List. If these examinations do not establish an Eligibility List, the Chief of Department shall be free for one (1) year after the date of the second examination to make full appointment(s) at his/her discretion to the rank of Lieutenant from within the ranks of the permanent firefighters of the Weston Fire Department who have at least five (5) years of permanent service at the time of their appointment.

On those occasions when neither of the two aforementioned tests produces four (4) eligible candidates, one (1) year after the date of the second examination another examination will be given.

Consideration for promotion to the rank of Lieutenant shall be made from the list of passing candidates on the Promotional Eligibility List within thirty (30) days of a vacancy in the Lieutenant rank. Part of this consideration shall include interviews of the candidates by the Chief, and any of his/her designees, at least one of whom shall be from the fire service, in order to better gauge each candidate’s leadership capacity, responsiveness to crisis situations and general overall qualifications. After a promotion is made, the remaining eligible candidates shall move up on the list in their respective order.
If at any time after the posting of the Eligibility List there are fewer than four (4) eligible candidates on the list a call for a new examination shall be made within thirty (30) days and scheduled in no less than ninety (90) days. The Chief of Department may, but shall not be required to promote unless s/he has at least four (4) eligible candidates from which to choose.

Future eligibility tests shall be given at least thirty (30) days prior to the expiration date of the list currently in force which is three (3) years from the date of acceptance. All exams shall be given in not less than ninety (90) days from the date of posting.

16.1.5. If a candidate is chosen and refuses promotion his/her name shall be removed from the Promotional Eligibility List and the remaining candidates shall move up in the order of the results as posted.

16.2. Promotion to Captain

Promotions to the rank of Captain shall be made by the Chief of Department only from the ranks of the Department’s Lieutenants based on the Chief’s evaluation of the officers’ seniority, time in grade, experience, ability, leadership capacity, attitude, job knowledge and general overall qualifications. As stipulated above, consideration shall include interviews by the Chief, and any of his/her designees. In the event a Captain position becomes vacant, the Day Officer/Captain would have the first right of refusal for the Captain position.

16.3. Promotion or Assignment to Day Officer

Promotions or assignments to the position of Day Officer shall be at the sole discretion of the Chief, provided, however, that the Captains have the first right of refusal. If no Captain expresses an interest in the position, the Chief shall promote one of the four Lieutenants to the rank of Captain. If none of the Lieutenants offered the promotion express an interest in the position, the Chief shall assign the position to a firefighter on the promotional eligibility list. Upon Satisfactory completion of the probationary period in Section 15.5 of this Article, a Day Officer/Lieutenant may, at the sole discretion of the Chief be promoted to Day Officer/Captain. Any candidate refusing the promotion to the Day Officer position will be removed from the promotional eligibility list.

16.4. Assignment to Fire Alarm Superintendent and Mechanic

Assignment to the Special Designation positions of Fire Alarm Superintendent and Mechanic shall be made at the discretion of the Chief of Department.

16.5. Probationary Period

A permanent firefighter or officer promoted to a higher rank shall be required to serve a probationary period of nine (9) months. During this nine month period, the Chief and/or designee
may meet with the probationary officer intermittently as determined necessary by the Chief in order to provide feedback to the probationary officer. An officer holding such probationary promotion may be returned by the Chief of the Department to the rank from which s/he was promoted without recourse to the grievance procedure.

**ARTICLE 17. CIVILIAN DISPATCH**

When the Town implements civilian fire dispatching, no permanent firefighter who is a member of the bargaining unit will be laid off due to the hiring or retention of a civilian dispatcher. At the time a civilian dispatcher position(s) is funded, bargaining will take place regarding implementation.

**ARTICLE 18. FIREFIGHTER MINIMUM STANDARDS**

A firefighter who has not completed Recruit Training Class as conducted by the Massachusetts Fire Training Council, or other qualified agency, and has not been certified by said Council, or other qualified agency, as a Massachusetts Certified Firefighter I/II shall not be assigned as the 2nd Firefighter on an initial, sole responding engine or ladder company from Headquarters until the following criteria have been fully met:

a. The Firefighter has completed a period of two (2) full months of full-time service with the Weston Fire Department.

b. The Firefighter has successfully completed the Weston Fire Department Basic Firefighter Skills Class as referenced in Appendix 3. It shall be the responsibility of the Department Training Officer and the Officers to whose shift such Firefighter is assigned to assure that the Firefighter receives the necessary training as detailed below within the two month period referenced above. If, due to scheduling problems the Live Fire portion of the Basic Skills Class is not able to be completed within the two (2) month timeframe, that Firefighter shall be considered as qualified but must complete the Live Fire portion as soon as the Chief deems it practical.

c. A Firefighter that is certified to the level of Firefighter I/II by the Massachusetts Training Council, or has received reciprocal credit from either the National Board of Fire Service Professional Qualifications, Inc. or the International Service Accreditation Congress must only meet the requirements of completing two (2) full months of full-time service with the Weston Fire Department.

The Chief of the Department or the Officer-in-Charge may waive, in his/her professional judgment, the above criteria and assign a qualified Firefighter as the 2nd Firefighter on
an initial, sole responding engine or ladder company from Headquarters based on the Firefighter’s demonstrated capability and/or special circumstances.

This Article shall not preclude the Chief of the Department or the Officer-In Charge from exercising his/her right to assign personnel to any position in situations s/he deems to be emergency circumstances.

Basic Firefighting Skills: The Basic Firefighting Skills program is intended to provide all Town of Weston Firefighters, Call Firefighters included, with the basic skills necessary to increase their safety, and the safety of others, on the fire ground. This course does not cover material on First Aid, CPR or Hazardous Materials. The program is divided into 14 three hour modules and teaches the utilization of personnel, equipment, and procedures specific to the Town of Weston. The modules are intended to be taught in sequence. In order to successfully complete the program, Firefighters are to complete all 14 modules, satisfactorily complete all written and practical skills assessments, and attend the Massachusetts Firefighting Academy’s “Structural Fire Fighting Practices” (or other live fire training program) before they will be considered to have successfully completed the program.

**ARTICLE 19. GENERAL**

This agreement shall be construed in recognition of the statutory authority of the Chief under Chapter 48 of the General Laws.

No right herein conferred on a firefighter shall be exercised, nor be lost by its non-exercise, during periods of emergency, an alarm of fire, or any conflagration, or any duty performed on mutual aid.

The Town will not deny payment of any benefit due under this agreement to a firefighter on the grounds that such firefighter may be entitled to an insurance benefit under coverage obtained by him/her at the firefighter’s own expense.

It is the intent of the parties hereto to observe all of the traditions and customs of the fire service of the Town which are not inconsistent herewith.

Nothing herein shall restrict the right of the firefighter to exercise free speech, express his/her own opinion, or engage in political activity, all in a manner not inconsistent with his/her duty as a firefighter.

**ARTICLE 20. REPRESENTATION RIGHTS OF THE ASSOCIATION**

The Association shall have the right to represent a member of the Association in all matters pertaining to the administration of this agreement, any claim of benefit due a member, any request
for information, or the processing of any grievance by or on behalf of a member. The Association shall also have the right to be present at the settlement of any grievance hereunder, regardless of whether the grievant is a member of the Association. For the purposes of this paragraph, the word "member" and the phrase "member of the Association" shall include the interested beneficiaries of a member of the Association, provided the interested beneficiaries have agreed to such representation. A firefighter is not required to belong to or be represented by the Association.

ARTICLE 21. OTHER PROVISIONS

It shall be a violation of this agreement for the Town (a) to interfere with, restrain, or coerce any employee or employees in the exercise of the rights of the employees to self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of his/her or their own choosing on questions of wages, hours and other conditions of employment, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or (b) to dominate or interfere with the formation, existence or administration of the Association; or (c) to discharge or otherwise discriminate against any employee covered hereby because s/he has signed or filed any affidavit, petition or complaint, or given any information or testimony in connection with the law applicable to collective bargaining; or (d) to refuse to bargain collectively in good faith with the Association; or (e) to refuse to discuss grievances with the Association.

It shall be a violation of this agreement for the Association or any employee covered hereby to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

ARTICLE 22. REDUCTIONS IN FORCE AND RECALL

Notwithstanding any provision to the contrary, including without implication of limitation, the provisions of Section 19, this Section 18 shall remain in full force and effect until such time as the parties agree to terminate, amend or modify the same.

Reductions in force will be accomplished whenever possible through attrition. Whenever attrition alone will not suffice members of the department shall be laid off in order of least seniority.

Should a vacancy occur in a position from which employees have been laid off due to a reduction in force, employees shall be recalled in reverse order from that in which they were laid off. Employees shall have rights of recall for two years from the date of their layoff. Notice of recall shall be mailed by certified U.S. Mail, return receipt requested, to the employee's most recent address on file with the Town, with a copy to the Association. An employee shall be recalled to the job classification from which s/he was laid off if the job exists, otherwise to any available vacancy
which the employee is qualified to fill. An employee shall have fourteen days from notice of recall to notify the Town of his/her intent to exercise his/her rights of recall and shall be available for work at the end of said fourteen-day period. An employee who fails to notify the Town within fourteen days or who declines the offered position shall lose all future recall rights. It is the responsibility of each employee to ensure that the Town has the proper mailing address of such employee.

**ARTICLE 23. TERM OF AGREEMENT**

This agreement shall remain in full force and effect commencing on July 1, 2016 until June 30, 2019 and thereafter for successive one (1) year periods unless either party on or before January 15 in any year notifies the other party in writing of its desire to terminate, amend or modify the same.

Both parties agree to meet at reasonable times to discuss amendments hereto or clarifications hereof. Such meetings shall be arranged at the mutual convenience of the parties and shall not be confined to instances where a grievance has arisen.

IN WITNESS WHEREOF this agreement has been executed on this 4 day of August 2017.

TOWN OF WESTON

By

Board of Selectmen

WESTON FIREFIGHTERS' ASSOCIATION, INC.,
I.A.F.F. LOCAL #3660

By

President
Authorization for payroll deduction of (check one):

___ Agency Service Fee

___ Union Dues

By ________________________________

Last Name   First Name   Middle Name

To: TOWN OF WESTON

Effective: __________________________

Date

I hereby request and authorize you to deduct monthly from my earnings the amount established by Weston Firefighters' Association, Inc., I.A.F.F. Local #3660 as Agency Service Fee/Union Dues. The amount deducted shall be paid to the Treasurer of the Association.

This authorization shall continue in force unless written order of revocation is given by me to the Town.

Signed: ________________________________

Address: ________________________________

_______________________________
APPENDIX 2: PERMANENT FIREFIGHTER CLOTHING

The following issue of protective clothing shall be provided by the Town to each and every permanent firefighter:


2 - Soft work caps, baseball style; 1 - summer and 1 - winter.

1 - Pair of woolen mittens.

1 - Pair of gloves meeting the requirements contained in the National Fire Protection Association's Standard on Gloves for Structural Fire Fighters, the 1983 Edition.

A dress uniform shall be provided by the Town to each and every permanent firefighter consisting of the following:

1 - Dress Uniform Blouse.

1 - Pair of Dress Uniform Pants.

1 - Dress Blue Uniform Cap w/Cap Badge (for Officers 2-Dress White Uniform Caps w/Badges).

2 - Dress Blue Uniform Shirts (for Officers & Specialty Grades 2-White Shirts).

1 - Black Leather Belt, Garrison Style.

1 - Black Tie, Clip-On Style.

1 - Uniform Badge (2-for Officers).

1 - Set of Rank Insignias for Officers and Specialty Grades.

A pager type radio receiver on the department's primary radio frequency shall be provided to each and every permanent firefighter.
CALL FIREFIGHTER CLOTHING

The following issue of protective clothing shall be provided by the Town to each and every call-firefighter:


1 - Pair of full length rubber boots, felt lined with foam insulation and steel inner soles and toes.


2 - Soft work caps, baseball style; 1 - summer and 1 - winter.

1 - Pair of woolen mittens.

1 - Pair of gloves meeting the requirements contained in the National Fire Protection Association's Standard on Gloves for Structural Fire Fighters, the 1983 Edition.

A dress uniform shall be provided by the Town to each and every call-firefighter consisting of the following:

1 - Dress Blue Uniform Cap w/Cap Badge.

1 - Black Tie, Clip-on Style.

1 - Uniform Badge.

A pager type radio receiver on the department's primary radio frequency shall be provided to each and every call firefighter.
APPENDIX 3: WESTON FIRE DEPARTMENT BASIC FIREFIGHTING SKILLS

Module 1
Fire Department Organization
Safety

Module 2
Communications
Behavior of Fire
Portable Fire Extinguishers

Module 3
Personal Protective Equipment

Module 4
Forcible Entry
SCBA Drill

Module 5
Ventilation

Module 6
Ground Ladders

Module 7
Fire Hose, Appliances, and Streams
SCBA Drill

Module 8
Basic Pumps & Hydraulics (lecture)

Module 9
Hydrant Operations
LDH
Foam Lines

Module 10
Basic Pumps (practical)

Module 11
Fire Control
Salvage and Overhaul
Sprinklers

Module 12
Rescue

Module 13
Amkus Tool

Module 14
Combined Evolutions
APPENDIX 4: QUALIFICATIONS FOR APPLICANTS FOR PERMANENT AND CALL
EMPLOYMENT

The following qualifications have been established by the Chief of Department as the minimum
acceptable qualifications for applicants seeking the position of "Permanent Firefighter/Emergency
Medical Technician, Weston Fire Department":

1) An applicant must be not less than eighteen (18) nor more than forty (40) years of age on the
date of application for employment.

2) An applicant must be a high school graduate or exhibit satisfactory evidence of education
equivalent to that required for a high school diploma.

3) An applicant must have a valid Class C Massachusetts Driver's License, a good driving
record, and be capable of operating large fire apparatus.

4) An applicant must reside or agree to reside, as a condition of employment, within fifteen (15)
    miles of the limits of the Town of Weston. Said distance shall be measured from the closest
    border limits of the Town of Weston to the closest border limits of the city or town in which
    the firefighter lives.

5) An applicant must be physically, morally, and mentally fit for the fire service. A successful
    applicant will be required to undergo a thorough and extensive evaluation of his/her physical,
    moral, and mental background prior to appointment. An applicant may be disqualified
    because of unsatisfactory physical condition or because of a criminal record of unsatisfactory
    character as determined by the Chief of the Fire Department. Successful completion of a
    physical strength and agility test will be required of any successful applicant prior to
    appointment.

6) An applicant must be a registered Emergency Medical Technician as required by
    Massachusetts General Law, Chapter 111C.

QUALIFICATIONS FOR APPLICANTS FOR CALL FIREFIGHTER

The following qualifications have been established by the Chief of Department as the minimum
acceptable qualifications for applicants seeking the position of "Call-Firefighter, Weston Fire
Department":

1) An applicant must not be less than eighteen (18) nor more than forty (40) years of age on the
date of application for employment.

2) An applicant must be a high school graduate or exhibit satisfactory evidence of education
equivalent to that required for a high school diploma.
3) An applicant must have a valid Class C Massachusetts Driver's License, a good driving record, and be capable of operating large fire apparatus.

4) An applicant must reside or agree to reside, as a condition of employment, within fifteen (15) miles of the limits of the Town of Weston and be reasonably available to respond to alarms upon request. Said distance shall be measured from the closest border limits of the Town of Weston to the closest border limits of the city or town in which the firefighter lives.

5) An applicant must be physically, morally, and mentally fit for the fire service. A successful applicant will be required to undergo a thorough and extensive evaluation of his/her physical, moral, and mental background prior to appointment. An applicant may be disqualified because of unsatisfactory physical condition or because of a criminal record or unsatisfactory character as determined by the Chief of the Fire Department. Successful completion of a physical strength and agility test will be required of any successful applicant prior to appointment.