
**AGREEMENT
TOWN OF WINCHENDON
AND
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 4542**

FY 20 to FY 22

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TOWN OF WINCHENDON
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LOCAL 4542**

THIS AGREEMENT is made and entered into between the Town of Winchendon, Massachusetts, hereinafter referred to as the "Town", and Local 4542 of the International Association of Firefighters, hereinafter referred to as the "Union."

WITNESSETH THAT, whereas, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Fire Department requires that orderly and constructive relationships be maintained between the parties; and,

Whereas, the participation of the employees in the collective bargaining process contributes to the effective conduct of the public business and fire administration; and,

Whereas, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based upon this Agreement;

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

**ARTICLE I
RECOGNITION AND UNIT DESCRIPTION**

Section 1: The Town, the Town Manager, and the Fire Chief recognize Local 4542, International Association of Firefighters, as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for all employees within the appropriate bargaining unit employed by the Fire Department of the Town of Winchendon. The municipal employer, Town Manager, Fire Chief, and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Section 2: The unit to which this Agreement is applicable consists of all full-time firefighters employed by the Town of Winchendon in its Fire Department, excluding the Chief, civilian employees, call firefighters, and all other employees of the Town of Winchendon.

Section 3: The Union recognizes the Town as a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Town by statute, by-law, Department SOGs, or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this agreement, the Town retains all powers, rights, and duties that it has by law without the exercise of such being made the subject of any grievance or arbitrations provided hereunder.

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Section 4: The municipal employer, the Town Manager, the Fire Chief, the covered employees and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, or age.

ARTICLE II UNDERSTANDING OF AGREEMENT

Section 1: In order to provide clear understanding of its contents, the Town agrees to provide each member of the Union with a copy of this Agreement.

Section 2: Employees covered under this Agreement shall perform the duties of Firefighter and other related tasks assigned to them by the Appointing Authority, Chief, Deputy Chiefs, and Captains. These tasks shall include, but shall not be limited to, maintenance on building, vehicles, and equipment; dispatcher; driver; hose man; radio operator; custodial duty; lawn care and/or snow removal and responding on emergency calls, fire and EMS related.

Section 3: The Union will furnish the Town with a list of its officers to include the President, Vice-President, Secretary, and Treasurer. All of these shall be members of the local Fire Department.

ARTICLE III UNION BUSINESS

Section 1: One (1) Union official and/or steward may, with permission from the Chief of the Department, be permitted to meet with officers or agents of the Town or with Union officials on matters which could constitute a grievance. No wages shall be paid for the time spent outside his scheduled hours of work.

Section 2: A reasonable opportunity will be afforded members of the bargaining unit to confer with Union officials on matters which could constitute a grievance, with approval of the Chief.

Section 3: The Union officials and representatives are as follows:

President
Vice-President
Secretary
Treasurer

Section 4: Each union official of this bargaining unit may be granted a leave from duty, with pay, not to exceed two (2) days in any one (1) fiscal year, for the purpose of attending conventions of the State, Local and International bodies of the Union. For union events, such leave shall be without the loss of regular pay, not to exceed ten (10) hours pay for each of the two (2) days leave and may be used for meetings of the Local.

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ARTICLE IV PROBATIONARY APPOINTMENTS

Section 1: It is understood that all Firefighters covered by this Agreement work subject to a probationary period for the first twelve (12) months following the date of their employment, during which time they may be dismissed without cause. Such dismissal shall not be subject to the grievance and arbitration clause.

Section 2: Except at the discretion of the Chief, at no time shall a probationary employee work without a Fire Officer on the shift.

Section 3: New employee hires will receive an initial issue of clothing to include: One pair of boots, two pairs of EMT pants, two uniform shirts, one fire department sweatshirt or equivalent, and one winter jacket. These purchases shall be at the approval of the Fire Chief and the overall price shall not exceed \$600.00.

ARTICLE V EVALUATIONS

Section 1: Section 1: The Fire Chief shall provide every firefighter with a written performance evaluation at the end of the probationary period. Thereafter, these evaluations shall be completed no later than June 1 of each year. The Fire Chief will use a fire related evaluation form. Evaluation ratings shall not be subject to the grievance and arbitration clause of the contract.

A rating of "Does not meet standards" on the performance evaluation may lead to retraining in certain areas deemed necessary by the Fire Chief. Along with this retraining will come a six month delay in any monetary change in salary so that a second evaluation can be completed after six months.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1: Any grievance may be processed under the following procedure:

STEP 1- Within seven (7) working days (excluding Saturday, Sunday or Holiday) after the occurrence of the situation, conditions or action giving rise to the grievance, the Union shall present to the Chief of the Department a written statement, signed by the aggrieved party of such grievance and indicating the relief requested.

Within seven (7) days working days (excluding Saturday, Sunday or Holiday) after such presentation, the Chief of the Department shall arrange to meet with one (1) steward or Officer of the Union, and the aggrieved party, (the designated representatives of the Union may attend at the option of the steward), to discuss such grievance. The Chief of the Department shall give his decision to the Union, in writing, within seven (7) working days after the completion of discussion of any grievance.

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STEP 2- If a settlement is not reached at Step 1, the Union may, within seven (7) working days, refer the grievance to the Town Manager. Such grievance shall be in writing and give all of the pertinent information relative to the grievance and indicate the relief requested. At request of the Union, the Town Manager will conduct a hearing with the Chief of Department, the aggrieved party, and designated representatives of the Union. The Town Manger shall respond within seven (7) working days after the filing of the grievance, or after the close of the hearing, whichever is later.

The time limits outlined above may be extended at any time by mutual written agreements of the parties.

ARTICLE VII ARBITRATION

Section 1: Any grievance which remains unsettled after having been fully processed through the grievance procedure pursuant to Article VI, which involves the interpretation or application of a specific provision of this Agreement, may be submitted to arbitration by the union. No request for arbitration by either party will be considered if it is processed more than thirty (30) days after the final answer is given in accordance with Article VI, Step 2, of the Grievance Procedure.

It is mutually agreed that the facilities of the American Arbitration Association will be used. It is further agreed that the award or decision of the arbitrator selected shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have the authority or jurisdiction to add to, detract from, or in any way alter the provisions of the Agreement and the cost of arbitration shall be borne equally by both parties.

ARTICLE VIII HOLIDAYS

Section 1: Thirteen (13) paid holidays will be granted, as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Birthday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
July 4th	Christmas Day
Labor Day	

On the above listed holidays each full-time firefighter will receive twelve (12) hours holiday pay. The exception is the current supervisory daytime position who has the option on the six holidays below to take the day off instead of additional pay.

At the Chief's discretion, based upon public safety needs, the current supervisory firefighter/EMT will be allowed the following six (6) holidays off: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day. For the week in which any of these listed holidays occur, the current supervisory firefighter/EMT shall receive his straight time

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forty-eight (48) hours of pay and no holiday pay. As it is a core management right, the Chief shall not be obligated to fill these shifts.

Section 2: If a paid holiday should fall within the employee's vacation period, that day shall not be counted as a vacation day.

Section 3: Six (6) hours of holiday pay will be given in addition to their current twelve (12) hours to the on-duty firefighters working on the following six holidays:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving
- Christmas Day

ARTICLE IX PAID ABSENCE

Section 1: Bereavement Leave—Any employee who is absent from work solely because of the death and funeral of his spouse, child, step-child, grandchild, parent, brother, sister, or grandparent, current mother-in-law, father-in-law and significant other¹ may be granted time off without loss of pay up to a maximum of two (2) consecutive tours of duty for each absence. Such time will not be charged to sick leave or vacation time. A tour of duty shall be twenty-four (24) hours.

Section 2: Sick Leave—It is the policy of the Town to grant leave for personal or family (spouse, child, step-child, parent, grandchild, brother, sister, or grandparent, current mother-in-law and father-in-law, or significant other²) illness without loss of pay up to six (6) days each year. Injuries received in the line of duty shall not be credited to sick leave or vacation. For purposes of this section, a day shall be considered to be twenty-four (24) hours. After two (2) consecutive absences from the regular schedule due to any illness, the Chief or his designee may request a medical certificate to return to work.

Such sick leave shall be cumulative. Any unused portion of the six (6) days shall accumulate to the credit of the employee to be used in any subsequent year. Such accrual shall not exceed sixty (60) days.

¹, ² Significant other shall be defined as an employee's partner if the two have been in a committed relationship and have shared a residence together for a duration of more than one year. In order for the sick leave and bereavement benefits to be extended for a significant other, both the employee and the employee's significant other must file a signed and sworn affidavit (available from the Town Manager) with the Town Manager that states that they are in a committed relationship and that they are living in the same residence. Sick leave and bereavement benefits shall be extended for a significant other only after one year has elapsed from the date of the affidavit, if and only if, the facts contained therein are still accurate. Said benefits may be granted during the first year at the discretion of the Town Manager.

Section 3: On-Duty Injury—Any injury received by employees covered under this Agreement shall be reported to the Chief of the Department or his designee within twenty-four (24) hours from the occurrence of said injury or of the diagnosis of a work related illness. Further absence from work due to said injury may not be credited to sick leave.

Section 4: Military Leave—Any employee covered by this Agreement shall be granted leave for the purpose of military service on behalf of the United States; said leave to be granted in accordance with the laws of the Commonwealth of Massachusetts.

Section 5: Educational Leave—Any full time firefighter may be granted educational leave in accordance with the following schedule: Six (6) days for the duration of this Agreement. Educational Leave may be granted for courses in excess of the above, upon the approval of the Chief.

- (a) Such educational leave shall be granted for attendance at EMT or fire-related schools, as approved by the Fire Chief. Such leave must be approved in advance by the Fire Chief and is granted subject to his discretion.
- (b) Such leave is understood to be defined as one (1) day equals one (1) twelve (12) hour work period.
- (c) During training programs requiring that the employee remain at the training facility overnight, one (1) day of training shall equal one (1) twenty four (24) hour day of work.
- (d) During training programs which require or strongly recommend, in writing, that the employee not return to work due to physical or other impacts which would impair his/her ability to perform regular work duties, one (1) training day shall be considered one (1) twenty four (24) hour day of work.

Section 6: Personal Day - each full time firefighter, shall be granted two (2) personal days per year, which shall not be deducted from sick leave, and which shall not be cumulative and which shall not be used without the prior approval of the Chief or his designee. Such approval shall not be unreasonably withheld. A request shall be made to the Chief of Department no less than forty-eight (48) hours prior of the intention to utilize a personal day. The notification period may be waived at the discretion of the Chief of Department, subject to the shift being filled. For the purposes of this Section, a day shall be considered to be twenty-four (24) hours. Personal time may be taken in increments less than full days with the prior approval of the Chief.

ARTICLE X VACATIONS

Section 1: Vacation time with pay will be granted at the beginning of each fiscal year to eligible fire department members after completing continuous years of service as follows:

One (1) Year	2 weeks
Five (5) Years	3 weeks
Ten (10) Years	4 weeks
Twenty (20 +) Years	5 weeks

A vacation week is defined as follows: forty-eight (48) hours.

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Section 2: Such vacation shall be credited the first payroll of July of each fiscal year.

Vacation may be granted at the completion of the first six (6) months of an employee's employment, in an amount equal to the total accrued vacation to that date.

If such vacation is approved for use in advance of accrual, any unearned portion used, at the time of an employee's separation from Town service, for any reason, shall be deducted from the employee's final pay check(s).

Section 3: Unused vacation may be used during the next fiscal year in which it was accrued, to a maximum of one half of annual vacation leave being carried forward from year-to-year or sold back to the Town at the employee's current rate of pay.

Section 4: Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary and further provided that if termination is by reason of dismissal for just cause, no payment shall be made under this action.

Section 5: Vacations may be requested by the employee and may be used one (1) tour of duty at a time, with permission from the Fire Chief, and at least a twenty four (24) hour notice. This permission is subject to the condition that said shift is filled at the appropriate certification level with the prior approval of the Fire Chief.

Section 6: Vacation pay may be made to an employee on the pay day immediately preceding the employee's vacation.

Section 7: New employees hired during the year will receive a prorated amount of vacation upon hire if their hire date is after September 1.

ARTICLE XI UNIFORM AND EQUIPMENT ALLOWANCE

Section 1: All protective clothing shall be supplied and replaced at the expense of the Town. The Town also agrees to replace items destroyed or damaged in the line of duty at the discretion of the Fire Chief.

Section 2. Each firefighter covered by this Agreement in addition to his/her regular pay shall receive a clothing allowance for upkeep of his/her uniform and equipment and purchasing clothing and footwear in the amount of \$500 per year, excluding new hires.

Section 3. An allowance of a new firefighter shall be provided by the Town to be administered by the Chief.

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Section 4. A firefighter may elect to purchase clothing and/or equipment through accounts held by the Town of Winchendon, or in the alternative, employee clothing allowance expenses will be reimbursed upon the submission of receipts for qualified clothing allowance purchases. Receipts not submitted on or before June 30 of the fiscal year for which the allowance is available shall not be processed. Clothing allowance not used may not be transferred from one year to the next. Receipts shall be processed as soon as practicable in the normal warrant process.

Section 5. The uniform allowance of a firefighter who resigns or is terminated, (but not a firefighter who retires) will be prorated for the firefighters last year of service. If all of the prorated allowance is due the Officer, it will be paid as part of his final pay. If a firefighter has already received more than their prorated allowance, they shall refund the excess to the Town. The Chief may accept the return of reusable uniform parts in lieu of all or part of such refund at such value as he may determine.

ARTICLE XII WORK SCHEDULE

Section 1: All full time firefighters covered by this Agreement shall work a 48-hour week consisting of two 24-hour shifts in accordance with the current practice. Scheduling is subject to operational and public safety needs as determined by the Chief, but only after impact bargaining over said contemplated change. The notice of intent relating to any such schedule change shall be conveyed no later than June 1 of any given year.

The Town of Winchendon, however, reserves the right to hire and schedule additional firefighter/EMTs to be scheduled to work forty-eight (48) hours per week at the discretion of the Chief with each said shift to be filled first by seniority bid of then existing bargaining unit personnel before going outside of the bargaining unit.

Section 2: Any shifts which remain open and uncovered after all full time firefighters have been scheduled for their full complement of work hours shall not be posted as overtime, but shall be covered by a call firefighter.

Section 3: The Town of Winchendon recognizes and defines the full time day position as a supervisory position. This position follows the below schedule unless change is necessary for the public safety of the Town of Winchendon (determined by the Fire Chief). In the event of an emergency change, the most advanced notice possible will be given

- a. Monday through Thursday 07:00 to 17:00 (10 hours)
- b. Friday 07:00 to 15:00 (8 hours)
- c. The total hours worked each week is 48 hours per week less any benefit time used.

ARTICLE XIII OVERTIME

Section 1: For any full time firefighter covered under this Agreement, all hours worked in excess of the number of hours normally required on a tour shall be considered overtime. Said

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employee shall be paid at a rate of one and one half times his hourly rate for such hours worked in excess of the regular tour.

Section 2: Any full time firefighter recalled to duty or called to fill a tour outside his regular work schedule by the Chief or his designee, shall be paid at a rate of one and one half times his hourly rate for the hours so worked except subject to the exceptions set forth in Section 3 and 4 below.

Section 3: If a full time firefighter arranges to exchange tours of duty with another full time firefighter, overtime rates shall not be paid for said exchanged tours. All shift exchanges must be approved by the Fire Chief.

Section 4: Any firefighter recalled back to "duty" at times other than the firefighters regularly scheduled tour, shall receive a minimum of two (2) hours overtime pay for such call back unless such callback is within two hours of a firefighter/EMT's regularly scheduled shift in which case the firefighter shall receive time and one half only for the time up to the start of his/her regularly scheduled shift. After the minimum of two (2) hours, any such callback shall be paid on a straight hour for hour time and a half basis. The term "duty" shall include training.

Section 5:

- A. Bargaining unit members have the right of first refusal on all overtime opportunities, including paid details, except:
 - 1. After a bargaining unit member has been on leave from work for eight (8) or more consecutive regularly scheduled shifts for a reason other than vacation leave;
 - 2. After a bargaining unit member has been on leave from work for twenty-four (24) or more regularly scheduled shifts (consecutive or non-consecutive) in a contract year for a reason other than vacation leave; or
 - 3. After there has been a vacancy in a bargaining unit position for a period of eight (8) or more consecutive regularly scheduled shifts.
- B. The Town may assign a Call Firefighter to cover any shift for which bargaining unit members do not have the right of first refusal pursuant to sub-paragraph 1, 2, 3 or 4 of Paragraph A of this Section.
- C. If more than one bargaining unit member is on leave at the same time, no bargaining unit member shall be permitted to work more than twenty-four (24) hours of overtime within any seven (7) day period without the approval of the Fire Chief. Thus, if no bargaining unit members are available the Town may assign Call Firefighters to cover any remaining shifts.
- D. This Section shall not limit the Town's ability to holdover a bargaining unit member until relieved of duty or to require a bargaining unit member to work overtime in the event of an emergency as per Section 6 of this Article. Nothing in this paragraph shall excuse any bargaining unit member from responding to alarms or from attending meetings or participating in training sessions which they are otherwise obligated to attend.
- E. When possible, overtime shall be posted at least seventy-two (72) hours in advance. If a full time firefighter accepts an overtime shift, the next overtime shift available shall be offered to the next full time firefighter on the list. If a full time firefighter has not accepted overtime before

it is scheduled to be worked, the Town, in its discretion, may utilize a call firefighter to work said overtime. No full time firefighter shall be penalized for refusing an overtime assignment. The Union may not grieve a violation of this paragraph if the alleged violation is the result of the actions of a bargaining unit member.

Section 6: In the event that the Chief or officer in charge determines that an emergency situation exists; all available firefighters shall be subject to call at his discretion and paid at the rate of time and one-half for the duration of the emergency.

Section 7: Forced Overtime: If an employee scheduled to come on shift calls in sick, and no member (of the appropriate care level) agrees to work, on duty staff will be forced to remain on duty until they are relieved by a member of the appropriate care level. Personnel forced to work will receive "Double Time" for time worked with a minimum of two (2) hours.

Section 8: During the holidays where the supervisory day position is not scheduled every attempt will be given to fill the shift in the same manner as all other overtime shifts.

Section 9: Fire Details: Fire department details shall be filled in the same manner as an open shift. The need for a fire department detail will be at the discretion of the Fire Chief or his designee. Details shall be at a rate of \$45.00 per hour for the duration of the detail with a minimum of two hours.

ARTICLE XIV WORK STATUS

As of July 1, 2017 new full time firefighters shall maintain valid Massachusetts Paramedic certification (Or obtain said certification within twelve (12) months) along with any certifications required by the Commonwealth of Massachusetts as a condition of employment. Any employee hired without a Paramedic certification will be hired at \$2.00 below the Step 1 of the wage scale. All reasonable efforts shall be made to minimize the cost of such training.

Seniority shall be determined by the amount of time a Full time Firefighter/Paramedic is a member of this bargaining unit.

The Town shall reimburse the employee for the cost of each Firefighter/EMT's recertification up to a maximum of \$175.00 per employee.

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ARTICLE XV LONGEVITY

Longevity— Members of the bargaining unit shall receive longevity pay annually as follows:

5–9 Years	\$400
10–14 Years	\$600
15–19 Years	\$800
20–24 Years	\$1,000
25+ Years	\$1,200

ARTICLE XVI SALARIES

Section 1: It shall be the policy of the Town to institute a pay structure based on years of experience in the Fire Department.

Section 2: All full time firefighters covered by this Agreement shall receive wages in accordance with Appendix "A".

Section 3: When determining the beginning salary step for new hires, the Town reserves the right to count years of experience from another department as experience under this section, but only if said years of experience are as a Firefighter I/II pro-board certified full-time firefighter and only according to the following formula:

ARTICLE XVII EDUCATIONAL INCENTIVE PROGRAM

All full time firefighters covered by this Agreement who have completed courses in a Degree-granting program towards a degree offered by a college or junior college, which is certified by the New England Association of Colleges and Secondary Schools or by the Massachusetts Board of Higher Education or other state agency responsible for such certification, will receive compensation as follows:

Section 1: The number of courses completed as of January 1st of each year shall determine the amount of compensation to be paid for the next fiscal year, in accordance with the following schedule:

\$15.00 per credit hour for the duration of this Agreement, not to exceed
\$900.00 per employee, with the following exception:

Section 2: Payment of benefits under this credit-hour format shall only be made for credit hours in which a grade of "B" or better or "3.0" (4 pt. system) or better is earned.

Upon completion of an Associate's Degree (in one of the listed categories) from an approved college, an employee shall receive an annual lump sum payment of \$1,000.00.

Upon completion of a Bachelor's Degree (in one of the listed categories) from an approved college, an employee shall receive an annual lump sum payment of \$1,500.00.

Upon completion of a Master's Degree (in one of the listed categories) from an approved college, an employee shall receive an annual lump sum payment of \$2,000.00.

Section 3: Payment under this section shall be authorized for payment by the Chief as of July 1st each year and shall be made to the employee in a lump sum as quickly as such authorization may be processed by the Town. Such payment under this Article shall not be used in determining an employee's average weekly wage or average hourly wage for the purpose of determining overtime compensation or for retirement purposes.

Section 4: Upon completion and certification of an approved Fire Academy class according to the department SOGs, or by approval of the Fire Chief, full time employees will receive a two hundred (\$200) stipend yearly starting the following year after completion.

- a. Stipends will not exceed one thousand (\$1,000) per year.
- b. Stipends for certifications will be paid in the first pay period of December each year beginning December 2018.

Section 5:

Education time will be paid at 1½ times the employee's rate of pay from when the employee leaves until the employee returns as long as the class is not during the employee's regular scheduled shift

ARTICLE XVIII

INJURED ON-DUTY LEAVE

Section 1: When a firefighter is injured on-duty and is absent from work pursuant to G.L. c. 41, §111F, he/she shall continue to accrue sick and vacation time the first eight (8) weeks of said leave. After the eighth week of said leave, sick and vacation time shall no longer accrue until the firefighter returns to duty. Seniority shall not be affected by leave taken under Section 111F and the length of leave shall be included for purposes of calculating an employee's years of service with the Town.

Section 2: Pursuant to Massachusetts General Laws Chapter 41, Section 111F, the Town has the right to send a bargaining unit member to a Town-appointed physician if the bargaining unit member claims that he or she has been injured while on duty as defined by Section 111F. The Town may conduct a fitness for duty examination before the bargaining unit member returns to duty when the bargaining unit member has been on leave for a period for which he or she claims to have been injured-on-duty or when injured-on-duty leave has been granted by the Town. This Section does not provide for greater rights to either the Town, the Union or the employees than are provided to each under Section 111F.

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ARTICLE XIX DRUG, ALCOHOL AND SMOKE-FREE WORKPLACE

I. PURPOSE

This Policy outlines prohibited conduct with respect to controlled substances, marijuana, and alcohol. This Policy complies with the Town's obligations under the Federal Drug-Free Workplace Act, 41 U.S.C. § 8101, et seq.

II. APPLICATION

This Policy applies to all employees of the Town's. Employees whose employment is governed by a collective bargaining agreement are subject only to those provisions of this Policy not specifically regulated by law or agreement.

III. POLICY

It is the Policy of the Town to provide employees with a working environment that is free of the problems associated with the use and abuse of alcohol, marijuana, and controlled substances. The use of alcohol, marijuana, or controlled substances is inconsistent with the behavior expected of employees and subjects the Town to unacceptable risk of workplace accidents or other failures that would undermine the Town's ability to operate effectively and efficiently. Although certain uses of marijuana have been legalized in the Commonwealth of Massachusetts, this policy and the following procedures expressly apply to marijuana use.

IV. PROCEDURES

A. The following is prohibited:

1. Off-Duty: Any use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances or marijuana, except, in the case of marijuana, where authorized by Massachusetts law.
2. On Duty: Any consumption of controlled substances, marijuana (with or without prescription) or alcohol, whether on or off Town property, or at any other worksite where employees may be assigned, or elsewhere during work hours.
3. The use of controlled substances or marijuana (with or without a prescription), or any use of alcohol on non-working time, to the extent that such use: (i) impairs an employee's ability to perform the employee's job; (ii) adversely impacts the safety of the employee or others; (iii) or affects the reputation of the Town to the general public or otherwise threatens its integrity.

- B. Employees who are convicted of substance-related violations under state or federal law in the workplace, including alcohol or marijuana related violations, or who plead guilty or *nolo contendere* to such charges, must inform their department head or appointing authority within five (5) days of such conviction or plea. Department heads or appointing authorities shall immediately notify the chief executive and administrative officer.

- C. Employees who are convicted or who plead guilty or *nolo contendere* to such drug-related violations, or are found to have consumed or be impaired by controlled substances, marijuana or alcohol while on-duty, may be required to successfully complete a substance abuse or similar program as a condition of continued employment or re-employment with the Town.
- D. All employees must sign a statement acknowledging that they have been informed of the rules and requirements of the Drug-Free Workplace Act.

V. EMPLOYEE ASSISTANCE PROGRAM

The Town recognizes drug and alcohol dependency as an illness and a major public health problem. To that end, the Town encourages affected individuals to voluntarily seek medical help. Employees who wish to obtain help in dealing with such problems may contact the Town Manager's Office at (978) 297-0085 for a referral to the Town Employee Assistance Program. The Town may independently refer an employee to the Employee Assistance Program or other substance use/abuse counseling agency or program for help, particularly where there is a pattern of deteriorating job performance or excessive absenteeism of the employee associated with substance use/abuse.

VI. SANCTIONS

Substance use/abuse, however, does not relieve an employee of job performance standards and obligations. Violations of any and all provisions of this Policy may result in disciplinary action, up to and including termination from employment.

ARTICLE XXI LABOR MANAGEMENT COMMITTEE

In order to promote communication and mutual exchange of ideas between the Union and the administration, the parties agree to the establishment of a Labor Management Committee to provide a forum for the discussion of matters of mutual concern. Nothing herein shall be deemed to compromise or abrogate either the Union's right to bargain or the Town's management rights. The Committee shall consist of the Town Manager and/or the Fire Chief, and the members of the Union. The committee shall meet on a regular basis, at least once every three (3) months.

ARTICLE XXII PAYROLL DEDUCTIONS

Section 1: During the term of this Agreement the Town shall at the written request of union members who sign and deliver to the Town a written authorization consistent with law and attached as Appendix B as supplied and approved by the Town, make deductions in the manner and to the extent specifically described in this Article from the wages due and payable to said union members of their uniform, periodic, regular, current, monthly union dues.

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Section 2: The deductions for wages as provided in this Article shall be made on each pay period for the total union dues for that period. The deduction from wages as provided therein shall be subordinate to first, deductions for Federal, State or Municipal withholding taxes and second deductions for hospital and medical payments, pension or retirement premiums, or insurance premiums under a plan sponsored by the Town, a Government Agency, or by a group of the employees of the Town.

Section 3: The Town shall mail said monthly deductions to such party or parties as the Union shall designate, in writing not later than the first payday of the month following that in which the said union dues were deducted. Upon the mailing of said deductions the Town shall be relieved of all further liability or responsibility to the Union with respect to said deductions.

ARTICLE XXIII

NON-DISCRIMINATION AND DISCIPLINARY ACTION

Section 1: The employer or his agents shall not discharge or discriminate in any way against any person with respect to promotion, assignment, or any other matter because of race, creed, color, age, sex, religious affiliation, sexual orientation, union membership or union activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the employer or its agents or any supervisory personnel shall discriminate against or discharge any employee because he has filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal statute relating to wages, hours, or conditions of employment.

Section 2: If a superior officer has reason to orally reprimand an employee he shall try to do so in a manner that will not unduly embarrass the employee before the public and/or fire personnel.

ARTICLE XXIV

DISCIPLINE

The Town will operate under a system of progressive discipline. This shall include, in order:

1. An oral reprimand;
2. Written reprimand;
3. Suspension; (in shifts)
4. Demotion; and
5. Termination.

Nothing herein shall prohibit the Town from exercising its right to pass over a disciplinary step in instances where the violation is judged to be of such severity as to warrant the higher level of discipline.

The town shall have the right to demote, discipline or discharge any full time employee for just cause. Just cause shall not be required for the discipline or discharge of probationary employees.

ARTICLE XXV HEALTH, SAFETY & INSURANCE

Section 1: The Town will provide group health insurance coverage to eligible employees. The health insurance plans offered and the corresponding cost sharing is outlined below:

60% / 40% Split

The Town will contribute sixty (60%) of the premium cost for the following preferred provider (PPO), indemnity, and HMO plans and the subscriber shall contribute forty percent (40%)

MIIA HMO Blue NE
MIIA PPO

65% / 35% Split

The Town will contribute sixty (65%) of the premium or cost for the following health maintenance organization (HMO) plans and the subscriber shall contribute thirty-five (35%)

MIIA HMO Select

Section 3: Further, the Town agrees to provide, in writing, to all employees covered under this Agreement the terms and provisions of any and all other insurances provided by either the Town or the Fire Department, which provide coverage for said employees. In addition, copies of all retirement benefits and any other benefits for which employees are eligible are to be provided also.

Section 4: The employer and the employees agree to cooperate to the fullest extent in the promotion of safety. Situations and/or equipment found to be unsafe shall be corrected as soon as possible so as to prevent unnecessary and needless injuries.

Section 5: The Town agrees to pay one half (1/2) of the cost each year for each employee covered by this Agreement, toward an individual membership at the Clark Memorial. The employee must use the facility at least twice a week, sick and vacation time excluded. If the employee fails to use the membership as stated, the Town shall discontinue payment of this benefit to said employee.

Section 6: Each employee shall take and pass an annual physical fitness test to be administered by the Fire Chief, during an employee's regular tour of duty. The Town and union will work collaboratively to develop language to include a body scan as part of the bi-annual physical examination.

Section 7: Each employee shall take a bi-annual physical to be administered by the Town's physician and paid for by the Town. Such test shall be administered during the employee's off-duty hours. The covered employee shall be paid at the rate of 1½ times his/her rate of pay for the duration of the exam.

ARTICLE XXVI MANAGEMENT RIGHTS

Except to the extent that there is contained in this agreement an express and specific provision to the contrary, the town retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the laws of the Commonwealth of Massachusetts to such town for the control, direction and management of the town and its workforce, including, but not limited to: the right to manage the affairs of the town and of the department and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine and schedule hours of duty consistent with the statutes, bylaws and collective bargaining agreement of the town and the assignment of the bargaining unit employees to realize the efficient utilization of his/her service; to hire, promote, assign, and retain bargaining unit employees; and to promulgate and support rules and regulations pertaining to the operations of the departments covered by this collective bargaining agreement and to the bargaining unit employees.

Nothing in this agreement shall limit the town in the exercise of its functions of management and in the direction and the supervision of the town business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reason; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of efficiency; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision to this agreement clearly provides otherwise, the town, acting through its Town Manager or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the offices of the town. Management rights shall be exercised without said actions being subject to the grievance and arbitration clause of this contract.

Nothing in this Agreement shall be construed to in any way alter, modify, change, or limit the authority and jurisdiction of the Town of Winchendon and its officers and designees as provided by the laws of the United States of America, the Massachusetts General Laws, and the by-laws of the Town of Winchendon.

The following represent the past practices of the Winchendon Fire Department:

- Refreshments- Employees are allowed to retrieve nourishment from a business in town.
- Emergency Family Business- Employees are allowed to go home on emergency family business as long as they stay in service and they live in the immediate area as determined by the Fire Chief.

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- Education- Education time will be paid at 1 ½ times the employees rate of pay from when the employee leaves until the employee returns as long as the class is not during the employee's regular scheduled shift

ARTICLE XXVII NO STRIKE CLAUSE

The Union agrees that during the term of its Agreement neither it nor its officers or members will engage in, encourage, sanction, support, finance or suggest any strikes, slowdowns, mass resignations or mass absenteeism in the Department or other Town Departments. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged (within 24 hours in writing) to cease and desist from such activities and shall instruct such members to return to their normal duties. Failure on the part of any members to return to their normal duties shall be held in direct violation of this provision and will be subject to discharge pending due process.

ARTICLE XXVIII WORKING OUT OF GRADE

An employee who fills the vacancy of a higher classification in excess of four (4) continuous working days will thereafter be entitled to be paid \$1 per hour more than their currently hourly rate for as long as the employee fills the vacancy in the higher classification.

ARTICLE XXXIX SHIFT EXCHANGE

Employees shall not have the right to exchange shifts without the consent of the Chief of the Department. Notice of request to change shift must be given by the applicant to the Chief of the Department at least forty-eight (48) hours before the desired exchange, or in an emergency situation, at the discretion of the Chief or Officer in Charge.

ARTICLE XXX BULLETIN BOARDS

Section 1: The employer agrees to furnish and maintain space for suitable bulletin boards in convenient places in each station and work area to be used by the Union.

Section 2: The Union agrees to limit its posting of notices and bulletins to such bulletin boards.

ARTICLE XXXI SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any Town bylaw, court action or by reason of any existing or subsequently

enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXXII
SCOPE OF AGREEMENT

This Agreement between the parties is intended to be and shall be in full settlement of issues which were presented by the Union or the Town and by law the right to be made the subject of collective bargaining.

ARTICLE XXXIV
WAIVER

The parties hereby affirm that the failure of the town or the union to exercise any of its rights shall not constitute a waiver of said rights.

ARTICLE XXXV
MODIFICATION OF AGREEMENT

If either the Town or the Union desires to modify this Agreement, it shall notify the other party, in writing, at any time after October 1, 2021, and not later than May 1, 2022. Not more than thirty (30) days after the receipt of such notice, Collective Bargaining Negotiations shall commence for the purpose of considering modifications. For purposes of the application of this section, any proposed modification may include the complete deletion of any section of this Agreement.

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ARTICLE XXXVI DURATION OF AGREEMENT

The various provisions of this Agreement between the Town and the Union shall take effect upon the signatures of both parties, and shall continue in full force until June 30, ~~2019~~ ²⁰²² _{WU TFS}

If a settlement is not reached by June 30, 2022 for a new contract, this agreement shall continue in full force and effect until the negotiated amendments have been executed.

IN WITNESS WHEREOF, the Town of Winchendon and Local 4542, the International Order of Firefighters; have caused this document to be executed this day of June.

The parties recognize that this is a tentative agreement and is subject to the ratification processes of the respective parties.

LOCAL 4542 IAFF

William R. Davis
William R. Davis, President

Bryan T. Vaine
Bryan T. Vaine, Vice President

Mark E. Fleming
Mark E. Fleming, Treasurer

Garrett J. Wante
Garrett J. Wante, Secretary

TOWN OF WINCHENDON

Keith R. Hickey
Keith R. Hickey, Town Manager

Thomas J. Smith
Thomas J. Smith, Fire Chief

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IAFF

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TOWN

Appendix A:

Fire Collective Bargaining							
Proposed Wages Effective July 1, 2019							
CURRENT		PROPOSED					
Last name	First Name	Proposed Wage	Bi-weekly	Proposed Annual Wage	Annual Adjustment	Grade Salary	Step
PELKEY	TYLER	\$ 24.50	\$ 2,352.00	\$ 61,152.00	\$2,046.72	7	1
DAVIS	WILLIAM	\$ 29.86	\$ 2,866.38	\$ 74,525.91	\$1,343.19	6	5
FLEMING	MARK	\$ 29.12	\$ 2,795.79	\$ 72,690.51	\$2,003.79	7	8
HARDING	ANDREW	\$ 29.13	\$ 2,796.47	\$ 72,708.21	\$1,921.65	6	4
HACKETT	CHRISTOPHER	\$ 25.11	\$ 2,410.80	\$ 62,680.80	\$1,428.96	7	2
WANTE	GARRETT	\$ 24.50	\$ 2,352.00	\$ 61,152.00	\$2,046.72	7	1
VAINE	BRYAN	\$ 32.97	\$ 3,165.12	\$ 82,293.12	\$6,614.40	4	1
VITALE	MARK	\$ 25.11	\$ 2,410.80	\$ 62,680.80	\$1,428.96	7	2
LEARY	COREY	\$ 25.11	\$ 2,410.80	\$ 62,680.80	\$1,428.96	7	2
HAYES	EVERARD	\$ 25.11	\$ 2,410.80	\$ 62,680.80	\$1,428.96	7	2

All employees will receive a 2.5% increase on July 1, 2020 and July 1, 2021 as long as they have not reached the top of the wage range.

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Appendix B

PAYROLL DEDUCTION AUTHORIZATION

I authorize the Town of Winchendon to deduct Union Dues, Fees and Assessments in the amounts specified by the Union from my regular paycheck and to remit that money to the International Association of Firefighters, Local 4542.

I understand that I may withdraw this authorization by giving at least sixty (60) days' notice in writing, or the amount of notice required by law, whichever is greater, to the Town Treasurer, and by filing simultaneously therewith a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Employee Signature

Date

WED IAFF

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