

CONTRACT

By and Between

TOWN OF FREETOWN

and

**FREETOWN FULL-TIME
FIREFIGHTERS ASSOCIATION**

**Effective July 1, 2021
through
June 30, 2024**

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PREAMBLE

The following Contract effective as of July 1, 2021 by and between, respectively the Town of Freetown, hereinafter referred to as the "Town" and the Freetown Full-Time Firefighters Association, hereinafter referred to as the "Association," is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered and a more equitable employment relationship established.

ARTICLE I RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Association as the exclusive bargaining agent for a bargaining unit of all full-time firefighters employed by the Town of Freetown, including Captains and Lieutenants, but excluding the Chief, Deputy Chief, Call-men, Part-Time employees, Casual Employees, and any and all other employees of the Town and or the Freetown Fire Department. The term "Employee" as used herein refers to each person(s) in the bargaining unit.

ARTICLE II PARTICIPATION

Section A:

The Town and the Association recognize the right of Full-Time Firefighters to join or refrain from joining the Association and neither the Town, nor the Association shall discriminate against any employee based upon membership or non-membership in the Association or in any way interfere with the rights of a full-time Firefighter to join or refrain from joining the Association.

Section B:

Each member of the bargaining unit after the 30th day of employment shall pay to the Association an Agency Service Fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration, however, said Agency Fee shall be uniform and shall not exceed the amount being charged as Membership Association Dues. Such Agency Service Fee shall be paid monthly.

Section C:

The Association shall indemnify, defend and save the Town harmless against any and all costs, claims, demands, suits, or other forms of liability that should arise out of or by reason of any action taken by the Town to enforce the Agency Service Fee.

**ARTICLE III
PAYROLL DEDUCTIONS**

The Town shall weekly when possible and not less than monthly, deduct the employee's share of medical insurance and life insurance premiums and dues in such amount as determined by the Association, from the earned wages of each employee provided that no such deduction shall be made from any employee's wage except when authorized by the employee on an appropriate form, a copy of which must have been submitted to the Town. The Association agrees not to make more than one change in dues deductions within any one-year period and to give at least two weeks' notice of any such change to the Town.

**ARTICLE IV
SAVINGS DEDUCTIONS**

If an employee designates on an appropriate form, the Town shall on a biweekly basis deduct a specified dollar amount from each employee's wages to be deposited in

that employee's credit union savings account and/or in that employee's Retirement Account.

**ARTICLE V
EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT**

The Association shall print the Contract and make one copy available for each present employee and each new employee hired.

**ARTICLE VI
NO INDIVIDUAL AGREEMENTS**

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

**ARTICLE VII
DISCIPLINARY ACTION**

Section A:

No full-time Firefighter shall be removed, dismissed, discharged, suspended, or reduced in rank except for just cause in accordance with the following sections.

Section B:

Any full-time Firefighter may be suspended without pay if said Firefighter's right to operate a motor vehicle in the State of Massachusetts is suspended for a period in excess of five days or revoked, and the loss of the operator's license impairs the ability of the Firefighter to perform his duties.

Section C:

A Firefighter may be demoted, dismissed, suspended without pay or reprimanded for just cause. "Just Cause" shall include but shall not be limited to, the following:

- (1) Drinking on the job or arriving at work while under the influence of intoxicating beverages or drugs or bringing same on the job.
- (2) Negligent or willful damage to Town property.
- (3) Conviction of theft or any felony.
- (4) Stealing of Town property or fellow employees' property.

ARTICLE VIII GRIEVANCE PROCEDURE

A grievance is any controversy, complaint, misunderstanding, or dispute that arises between the parties over the interpretation or application of the terms of this written Agreement and shall be handled in accordance with the following grievance procedures:

Section A:

Step 1. The Association shall submit in writing its grievance to the Chief within five (5) days after the grievance arises. The Chief has five (5) working days (exclusive of Saturdays, Sundays and Holidays) to act upon the same. In the event that the aggrieved party is unable by reason of physical or mental incapacity to file the grievance within said time, then he is entitled to file it within five (5) days after the removal of the disability.

Step 2. Within five (5) working days (exclusive of Saturdays and Sundays) of the transmittal of an answer by the Chief or the expiration of the time period in Step 1 without an answer, either party may submit the grievance to the Board of Selectmen, who shall then have fifteen (15) days to act upon the same.

Step 3. If the alleged grievance remains unresolved at the expiration of the fifteen (15) day period in Step 2, the matter may be submitted to the Massachusetts Board of Conciliation and Arbitration or to the American Arbitration Association whose

decision shall be final and binding. Such matter must be submitted for arbitration within fifteen (15) days of the receipt of an unfavorable decision or the expiration of the fifteen (15) day period in Step 2, whichever is earlier.

Step 4. If the Town of Freetown has a grievance, the Board of Selectmen or the Fire Chief shall submit in writing its grievance to the President of the Association within five (5) days, who shall meet with the person or Board requesting it within fifteen (15) days thereafter. If said matter is not resolved within ten (10) days of said meeting, it may, in the discretion of the Town, be processed through the appropriate steps set out above.

Section B:

(1) The award of the Arbitrator shall be final and binding upon the parties covered by this Agreement, only provided the Arbitrator has not exceeded its power by adding to, subtracting from, or modifying the specific conditions set forth in this Agreement.

(2) The Town reserves all of its right to submit all disputes and grievances to Arbitration. However, any matter on the behalf of an aggrieved Full-Time Firefighter shall only be submitted to Arbitration by the Association and shall not be submitted to Arbitration by the individual Full-Time Firefighter, or a group of Full-Time Firefighters.

(3) Any grievance failing to be processed in accordance with the time limits set forth herein by the aggrieved Full-Time Firefighter and/or the Association shall waive all claims and grievance shall not be arbitrable; shall be dismissed and shall not be reopened or made to become retroactive by any future arbitration decision.

**ARTICLE IX
BULLETIN BOARDS**

The Town shall provide bulletin board space in each of the respective firehouses for the specific posting by the Association of notices concerning Association business and activities. The Association, or any employee(s) shall not post any political campaigning material.

**ARTICLE X
HOLIDAYS**

Section A:

The following holidays shall be observed:

- | | |
|------------------|-------------------------------------|
| New Year's Day | Columbus Day |
| President's Day | Veterans Day |
| Patriots Day | Thanksgiving Day |
| Memorial Day | Martin Luther King Day |
| Independence Day | Christmas Day |
| Labor Day | Juneteenth (June 19 th) |

Section B:

A regular Full-Time Firefighter for the above-mentioned Holidays shall be compensated at the rate of a ten-hour day.

Section C:

In the event a paid Holiday falls during a week a regular Full-Time Firefighter is on vacation, such employee shall receive an additional day off with pay.

**ARTICLE XI
DUTIES**

The duties of the members of the Fire Department shall encompass but shall not be limited to: protection of persons and property, prevention, control and extinguishment of fires, the operation of ambulances as directed, ordinary maintenance of work facilities, and other work related and incidental thereto.

**ARTICLE XII
WORK WEEK AND WORK SCHEDULES**

Section A:

1. The regular workweek for Full-Time Firefighters shall be averaged to forty-two (42) hours. This schedule shall be based on the eight-week cycle of twenty-four hour tours.
2. The normal tour of duty for firefighters shall be twenty-four hours (from 0800 hours on one day to 0800 hours on the following day). It is divided into a day shift of ten (10) hours (0800-1800), and a night shift of fourteen (14) hours (1800-0800). This schedule shall be that of twenty-four hours on, then twenty-four hours off, then twenty-four hours on.
3. Additionally, there shall be a swing shift to consist of a forty (40) hour workweek. Assignment to the swing shift shall be based on seniority, with the most senior firefighter having right of first refusal. In the event no firefighter chooses to work the swing shift, assignment to this work shift shall default to the last hired, or junior full-time firefighter covered by this Contract.

Section B:

The provisions of this section can be changed by agreement of the Board of Selectmen and the Association.

**ARTICLE XIII
OVERTIME**

Section A:

Overtime. Any time worked over a person's regular scheduled tour is considered overtime to be paid at the rate of one and one-half (1-1/2) the employee's hourly wage.

Any persons working the so-called swing shift, shall receive overtime after forty (40) hours.

Section B:

Required Overtime. The Chief shall in his discretion be permitted to require any Firefighter to work overtime. If, however, such Firefighter shall be required to be on duty for any period in excess of his regular hours of duty, as from time to time established, he may at his option take time off equal to such period of overtime duty or, he will be paid at a rate of one and one-half (1-1/2) of the basic rate of his regular compensation for his average weekly hours of regular duty. If the Firefighter exercises the option for compensatory time, the Chief will determine when such time will be granted.

Section C:

Callback. Employees officially called back shall be compensated for at least two (2) hours pay at the rate of time and one-half. For the purpose of this section, an Employee called back for an ambulance run shall constitute an official callback; however, responding to the tone when optional is not a callback.

Section D.

Employee Preference. All employees in the bargaining unit will have the right to respond for structure fires, mutual aid and outside fires, upon the sounding of the tone.

The regular Full-Time Firefighters shall be included on a rotating shift list along with the call firefighters, said list to be used to fill any open duty shifts. The regular Full-Time Firefighters shall also be included on a detail list with the call firefighters, such list is to be used to fill work details, extra duty, ambulance coverage, standbys, and other assignments which are not considered regular work shifts.

**ARTICLE XIV
SWAPPING HOURS**

The practice of exchanging duty hours may be permitted with the permission of the Chief of the Department and with the knowledge of the shift officer affected. The pay will be a person's adjusted and shall not involve any added cost to the Town either directly or indirectly.

**ARTICLE XV
VACATIONS**

Section A:

Calculation affecting seniority for vacations, shall be determined in accordance with seniority based upon continuous service as a Full-time Firefighter, not including Call Firefighters or E.M.T. Duty. Such a list will be kept by the Chief.

Section B:

In the event a paid Holiday falls during a week a regular Full-Time Firefighter is on vacation, such employee shall receive an additional day off with pay.

Section C:

A Full-Time Firefighter may request vacation pay prior to the start of his vacation, but shall give two (2) weeks prior notification preceding his vacation of his request to receive such prior payments.

Section D:

Vacation leave shall not be accumulated from one (1) fiscal year to another, and salary shall not be paid in lieu of vacations except in cases of emergency and with the prior approval of the Board of Selectmen.

Section E:

Upon the death of an employee who is eligible for vacation, payment shall be made to the spouse or to the estate of the deceased in an amount equal to the vacation allowance which has been earned but not taken.

Section F:

Scheduling of vacations shall be in the discretion of the Chief. An Employee has no right to work preference during vacations.

Section G.

Each full-time employee who has completed the service listed below as of their anniversary date shall have the following vacation entitlement:

| | |
|--|---------|
| Upon completion of 6 months of service | 1 week |
| 18 months of service to 5 years of service | 2 weeks |
| 5 years of service and over | 3 weeks |
| 10 years of service | 4 weeks |

Any employee who has completed 15 years of service, shall receive extra vacation time as follows:

| | |
|----------|------------------------|
| 16 years | Additional day shift |
| 17 years | Additional night shift |
| 18 years | Additional day shift |
| 19 years | Additional night shift |
| 20 years | Additional day shift |

Section H:

An employee who is on the fire department payroll at any time during a fiscal year shall not lose his vacation pay for said fiscal year if incapacitated because of any injury or illness. In such cases, his vacation pay, if not previously paid, shall be transmitted to him or his estate with last pay check in any fiscal year, provided that in no instance shall any employee receive pay for more than fifty-two (52) weeks in any one (1) fiscal year.

**ARTICLE XVI
FUNERAL LEAVE**

In the event of a death of a regular Full-Time Firefighter's immediate family, limited to Mother, Father, Spouse, Children, Grandparents, Brother, Sister, Mother-In-Law, Stepchildren living in the home, Father-in-Law, step parent, and significant other, the regular Full-Time Firefighter will be paid up to a maximum of two (2) twenty-four hour shifts at his regular straight time hourly rate of pay to attend the wake and funeral, provided the wake and funeral fall on regular scheduled working shifts of the Full-Time Firefighter. In the event of the death of a niece or nephew of a regular Full-Time Firefighter, the regular Full-time Firefighter will be paid one (1) twenty-four hour shift at his regular straight time hourly rate of pay to attend the wake or funeral, provided the wake and funeral fall on a regular scheduled working shift of the Full-Time Firefighter. Funeral leave with pay will not be charged to sick leave or vacation pay.

**ARTICLE XVII
PERSONAL LEAVE**

Up to a maximum of 48 hours, for Firefighters on a 24-hour schedule, and 40 hours, for Firefighters on a 10-hour shift schedule, of personal leave each year may be utilized in cases of emergency or illness in regular Full-Time Firefighter's immediate family, or for other personal reasons which require absence from duty with the prior approval of the Chief. The Chief shall determine whether the personal leave will be granted. These personal leave days shall not be deducted from accrued sick time.

**ARTICLE XVIII
SICK LEAVE**

A. Sick leave shall be earned by regular Full-Time Firefighters on the basis of one (1) earned day of sick leave for each full month of continuous employment during the fiscal year of the Town. If such leave is not used in any fiscal year earned, then the

unused portion may be accumulated for use in subsequent years, up to a maximum of one hundred fifty (150) days leave. Sick leave shall be granted upon application before or within a reasonable time after absence depending upon the circumstances of each case.

Sick leave for all employees shall be computed at the date of entry into the department. Any sick leave of a duration of more than two (2) consecutive twenty-four (24) hour shifts, or when the total number of sick day occurrences for an employee exceed five (5) for the fiscal year, shall, if the Chief so requests, be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave.

The rate of pay for sick leave shall be the employee's basic daily rate for one shift. This may be either a day or night segment.

It is the intent of this section that sick leave is to be used only when an employee is ill or otherwise physically or mentally unable to perform the duties of his job. Sick leave is not to be used in lieu of vacation, early retirement or any circumstances that cannot be covered by a physician's certificate.

B. Unused Sick Leave Reimbursement. The total unused sick leave an Employee may accumulate is one hundred fifty (150) days. All sick leave accumulated shall go into an Employee's retirement sick leave reimbursement account. At the termination, retirement or death of employees with fifteen (15) years or more service in the Department, an Employee shall be paid for all unused sick leave days in the Employee's retirement sick leave reimbursement account up to a maximum amount of sick leave days to be accumulated to one hundred fifty (150) days. The rate of pay for these days shall be one day's pay for every three (3) days so accumulated up to a maximum of fifty

(50) days' pay. At the death of an employee, payment shall be made to his surviving spouse, if any, or in the absence of a surviving spouse, to his estate.

C. Posting of Sick Time. The Town shall post each employee's sick time as of the end of the preceding year.

D. Donation of Sick Leave. The Town Agrees to allow members of the Fire Department to donate unused sick time to other members of the Fire Department who have exhausted all sick leave, vacation time and other paid leave.

Any firefighter seeking paid sick time shall notify the Union President of the need for sick time. The Union President shall then provide notice to the members of the Fire Department that if they wish to donate sick leave they may do so by submitting a request to the Town's payroll department to transfer a certain number of unused sick days to the appropriate employee.

These transfers shall be subject to the approval of the Board of Selectmen, which approval shall not be unreasonably withheld.

ARTICLE XIX RESIDENCE

All Employees shall be allowed to reside within fifteen (15) miles outside of the Town of Freetown.

ARTICLE XX POLITICAL ACTIVITY

No firefighter shall engage in any political activity while on duty nor while attired in a Town Uniform.

ARTICLE XXI SAVINGS CLAUSE

This Agreement has not been designed to violate any Federal, State, County, or

Municipal Laws nor shall anything in this Agreement be interpreted as diminishing the rights of the employer to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except those rights may be limited by this Agreement.

This Agreement shall not be construed to deprive employees of any benefits or protections granted by the laws of the Commonwealth of Massachusetts.

**ARTICLE XXII
EMPLOYEE LIABILITY**

The Town shall hold the employee harmless from loss or liability arising out of acts done by him while acting as a Firefighter, E.M.T., Advanced E.M.T., Paramedic or in any Emergency Medical Technician capacity, in all matters where simple or no negligence can be associated with the employee's act.

**ARTICLE XXIII
LEAVE OF ABSENCE WITHOUT PAY**

The granting of leaves of absence without pay shall be subject to the Town By-Law Provisions. Upon expiration of an approved leave of absence, or earlier if so requested by the employee, the employee shall be reinstated to the position held at the time the leave was granted.

All leaves of absence which have been approved, must be put in writing and signed by the Chief. Said leave of absence shall denote the specific reason for leave, length of time and expiration of said leave, and the date and time Firefighter is to report back to work.

**ARTICLE XXIV
REPORTING INJURIES, ACCIDENTS**

Accidents. All accidents must be reported immediately in the manner and on forms prescribed by the Chief.

Injury. Any injury incurred in the line of duty must be reported as soon as possible but not later than forty-eight (48) hours after the injury. Said injury report must be reported to the Chief or his authorized designee in the manner and on forms prescribed by the Chief.

ARTICLE XXV NO STRIKE CLAUSE

In accordance with the General Laws, Chapter 150E, there will be no strikes, work stoppages, slow-downs, picketing, disturbances, sickouts, nor withholding of services of any nature during the life of this Contract.

ARTICLE XXVI UNION ACTIVITY PROTECTED

Except for the right to strike which is hereby prohibited, all other Union activities as set forth in M.G.L. Chapter 150E are protected unless they have been or are determined to be illegal by a Court of competent jurisdiction or a State Tribunal. Nothing shall abridge the right of any duly authorized representative of the Association to present the views of the Association to the citizens on issues which affect the Welfare of its members.

ARTICLE XXVII PROTECTIVE GEAR AND CLOTHING ALLOWANCE

Section 1.

Protective Gear. Each firefighter upon being assigned to active duty, shall be issued from the department at no personal cost a complete set of protective clothing according to his size. Such issue shall consist of a fire helmet, fire coat with fireman's type boots, bunker pants, and gloves. This protective clothing is his personal gear and is to be worn by him only and maintained to the best of his ability. Replacement or repair shall be at the expense of the Town. Any employee may furnish his or her own

equipment provided that such equipment is of superior quality to the Town issue and approved by the Chief.

Section 2.

Clothing Allowance. The Town will provide an Eight hundred (\$800.00) Dollar Clothing Allowance during the each Fiscal Year during this contract period to replace dress and work uniforms required by the department. Clothing allowance shall be paid upon proof of purchase or requisition or order which is submitted to and approved by the Chief. This allowance shall not be cumulative from year to year. An additional Four hundred (\$400.00) Dollar clothing allowance shall be provided to new hires and to individuals changing ranks, upon proof of purchase or requisition or order, submitted to and approved by the Chief. This additional \$400.00 shall not be provided on an annual basis, but rather only on a one-time basis to new hires and in the event of a change of rank.

Section 3:

New Issue of Clothing. Any new issue of any other items of protective clothing or equipment prescribed by the department shall be furnished at the expense of the Town.

**ARTICLE XXVIII
BURIAL EXPENSES**

The Town agrees to be bound by the provisions of Massachusetts General Law, Chapter 41, Section 100G relative to the payments of funeral and burial of Firefighters killed in the performance of their duties.

**ARTICLE XXIX
PHYSICAL STANDARDS**

Section A.

All Firefighters, including new and rehired Firefighters shall have, prior to their employment, passed a physical examination satisfactory to the Board of Selectmen. The examining physician shall be designated by the Board of Selectmen and the examination shall be conducted at the expense of the Town. Report of physical examination shall be made to the Fire Chief and to the Board of Selectmen, and shall become a part of the employee's personnel record.

Section B.

The Town, through its Fire Chief or Board of Selectmen, may at any time request a physical examination of any employee. Should the employee refuse a physical examination at the request of the Chief or Board, he will be summarily suspended, without pay, until the physical examination is completed.

Any Firefighter found not physically fit for duty by the examining physician may be relieved of duty until found fit for duty. Such employee may obtain a second opinion from his own physician at his own expense. If there is a difference of professional opinion and the Town is not satisfied, a third physician may be consulted at the Town's expense.

**ARTICLE XXX
FIREFIGHTER EDUCATION**

Section A.

There is hereby established a career incentive pay program offering base salary increases to regular Full-Time members of the Freetown Fire Department, as a reward for furthering their education in the field of Firefighting.

Firefighter career incentive base salary increases shall be predicated on the receipt of an Associate's degree, Bachelor's degree and Master's Degree. Each firefighter shall receive a base salary increase of ten (10%) percent upon the receipt of such Associate's Degree and certification by the Chief. Each firefighter shall receive a base salary increase of twenty (20%) percent upon receipt of such bachelor's Degree and certification by the Chief. Each firefighter shall receive a base salary increase of twenty-five (25%) percent upon receipt of such Master's Degree and certification by the Chief.

Section B

Each employee will be paid Four Hundred (\$400.00) Dollars for each re-certification of his E.M.T. classification.

Section C.

It is agreed between the parties that each employee who is certified as an Advanced EMT will receive an annual stipend of two thousand five hundred dollars (\$2,500.00) as an Advanced EMT bonus. This payment shall be made on November 1 of each calendar year and the employee must maintain the certification in order to receive the stipend.

If an employee is not an Advanced EMT for the full year, the stipend will be prorated for that year.

Section D.

Paramedics' tuition will be paid by the Town. It is agreed between the parties that each employee who is certified as a Paramedic will receive an annual stipend of four thousand dollars (\$4,000.00) as an EMT-P bonus. This payment shall be made on November 1 of each calendar year and the employee must maintain the certification in order to receive the stipend.

If an employee is not a Paramedic for the full year, the stipend will be prorated for that year.

An employee whose paramedic tuition is paid for by the Town agrees to work for the Freetown Fire Department as Firefighter/Paramedic for two (2) years after certification. If an employee leaves the employ of the Town prior to the two (2) years, they agree to reimburse the Town the sum of Two hundred eight (\$208.00) Dollars per month for each month less than the two years they have actually worked for the Town since their certification as a Paramedic.

Section E.

Any firefighter who becomes certified as a Firefighter I/II, Fire Instructor I, Fire Officer I, Fire Inspector I, Fire Investigator or Public Fire & Life Safety Educator, shall receive the following compensation, up to a maximum of four (4) certifications

Effective July 1, 2021

| | |
|----------------------|------------|
| First Certification | \$1,000.00 |
| Second Certification | \$500.00 |
| Third Certification | \$500.00 |
| Fourth Certification | \$250.00 |

For budgeting purposes, firefighters must notify the Chief one year prior to completion of certification. Payment shall be made in a lump sum during the first week of July. Any firefighter who receives certification after current fiscal year budget approval will receive the appropriate stipend beginning July 1st of the next fiscal year.

Section F.

The Town shall pay an annual stipend of Five hundred (\$500.00) Dollars to the EMS Coordinator, a Five hundred (\$500.00) Dollar stipend to the Training Officer and a Five hundred (\$500.00) Dollar stipend to a grant writer.

Section G.

- (1) All employees hired on or after October 25, 2000 shall be required to obtain and maintain, within two years of employment, an Advanced EMT, unless extended in writing by the Chief.
- (2) All employees hired on or after July 1, 2021 shall be required to possess and maintain a valid Massachusetts Paramedic Certification. In the event a Massachusetts Certified EMT-Basic or EMT-Advanced is hired due to lack of paramedics, such employee shall obtain and maintain a Massachusetts Paramedic Certification within two (2) years of hiring date, unless such time is extended in writing by the Fire Chief. An employee's inability to obtain a Massachusetts Paramedic Certification within two (2) years due to the employee's failure of a program or certification test shall render the employee ineligible for extension by the Fire Chief.

Section H.

No employee will voluntarily reduce the level of certification, unless due to extenuating circumstances, including but not limited to disability, illness, military duty or action by OEMS, without written permission from the Chief which shall not be unreasonably withheld.

**ARTICLE XXXI
MANAGEMENT RIGHTS**

The Town has not surrendered any of its managerial rights to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, whether such rights have previously been exercised or not. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs

of the Town and direction and control of the working forces, including the Fire Department. Such rights shall include but not be limited to: establishment of departmental rules and procedures, scheduling of the work in a manner to achieve the most efficient and consideration to the taxpayer's expense, discharge, discipline, lay-off for cause, determine the complement of Firefighters required, determine work schedules, establish method and processes by which work is to be performed discontinue or initiate policies, practices and procedures, to hire, promote, transfer, assign and retain or lay off employees in positions with the department, to take all and any action necessary to carry out the work of the Town in emergency situations.

Enumeration of rights under this provision shall not limit the managerial rights of the Town for any rights that may not be enumerated herein, provided such rights are not in direct conflict with the provisions of this Agreement.

ARTICLE XXXII LONGEVITY PAY

Employees shall be entitled to longevity pay based upon the employee's anniversary date of hire:

Effective July 1, 2011, the payments which shall be made on an annual basis are as follows:

| | |
|---------------------|------------|
| 12 years of service | \$1,250.00 |
| 20 years of service | \$1,450.00 |
| 25 years of service | \$1,550.00 |
| 30 years of service | \$1,650.00 |

ARTICLE XXXIII WAGES

A. Hourly Wages

The hourly wages of employees covered by this contract shall be as follows:

| July 1, 2021-June 30, 2022 (2% Increase) | | | |
|--|-------------|-------------|--------------------|
| <i>Position</i> | <i>Step</i> | <i>Yrs.</i> | <i>Hourly Rate</i> |
| Firefighter | Step 1 | 1 | \$24.69 |
| Firefighter | Step 2 | 2 | \$25.92 |
| Firefighter | Step 3 | 3 | \$27.22 |
| Firefighter | Step 4 | 5 | \$28.58 |
| Firefighter | Step 5 | 10 | \$30.01 |
| Lieutenant (11.25% above FF) | | | \$33.39 |
| Captain (10% above Lt.) | | | \$36.73 |

| July 1, 2022-June 30, 2023 (2% Increase) | | | |
|--|-------------|-------------|--------------------|
| <i>Position</i> | <i>Step</i> | <i>Yrs.</i> | <i>Hourly Rate</i> |
| Firefighter | Step 1 | 1 | \$25.18 |
| Firefighter | Step 2 | 2 | \$26.44 |
| Firefighter | Step 3 | 3 | \$27.76 |
| Firefighter | Step 4 | 5 | \$29.15 |
| Firefighter | Step 5 | 10 | \$30.61 |
| Lieutenant (12.5% above FF) | | | \$34.44 |
| Captain (10% above Lt.) | | | \$37.88 |

| July 1, 2023-June 30, 2024 (2% Increase) | | | |
|--|-------------|-------------|--------------------|
| <i>Position</i> | <i>Step</i> | <i>Yrs.</i> | <i>Hourly Rate</i> |
| Firefighter | Step 1 | 1 | \$25.68 |
| Firefighter | Step 2 | 2 | \$26.96 |
| Firefighter | Step 3 | 3 | \$28.31 |
| Firefighter | Step 4 | 5 | \$29.73 |
| Firefighter | Step 5 | 10 | \$31.22 |
| Lieutenant (13.75% above FF) | | | \$35.51 |
| Captain (10% above Lt.) | | | \$39.06 |

B. Detail Rate

The detail rate shall be one and one-half times the Firefighter's regular rate of pay.

**ARTICLE XXXIV
HEALTH AND LIFE INSURANCE**

Health Insurance Waiver

Any employee qualifying for the Town's health insurance coverage plan shall have the option to waive health insurance and receive a \$1,000.00 per fiscal year payment (\$83.33) monthly, provided:

- a. The employee chooses not to participate in said plan;
- b. The employee provides the Chief with written notice of the decision.
- c. The employee's spouse does not participate in said plan; and
- d. The employee submits to the Chief written documentation of the employee's alternative family health insurance plan.

An employee shall have the capacity to opt back into health coverage without waiting periods if the employee loses alternative coverage without fault of his/her own. Any employee may opt back in at open enrollment sessions without limitation.

The \$1,000.00 payment shall begin on July 1st of the fiscal year following the employee's submission of his/her written notice to opt out. If an employee enrolls the following year he/she shall not receive \$1,000.00.

In the event an employee opts back in due to the loss of alternative coverage with or without fault of his/her own, he/she shall pay the Town back any difference.

An employee who has been in continuous full-time employment during the period of July 1, 2004 through the date of this Memorandum, and who has not participated in the Town's health care coverage during said period, shall receive \$1,000.00. In the event he/she opts for health coverage prior to June 30, 2005, he/she shall pay the Town back any difference. A full-time employee, who at any time during the period of July 1,

2004 through June 30, 2005, opts out of the Town's health care coverage, shall at that time receive a pro rated share of \$1,000.00.

Health Insurance Options

Effective July 1, 2010, all employees covered by this contract shall have the following options for health insurance:

- a. If an employee selects the HMO option, the Town shall contribute 75% of the premium and the employee's contribution shall be 25%.
- b. If an employee selects the PPO option, the Town shall contribute 65% of the premium and the employee's contribution shall be 35%.

**ARTICLE XXXV
RETIREMENT INCENTIVE**

Any employee who will have attained more than twenty years of creditable service with the Town upon retirement, and who has given advance notice to the Board of not less than one year, nor more than three years of their intention to so retire shall receive, in addition to such steps as they are otherwise entitled, a pre-retirement step increase, which shall be equivalent to two regular step increases. Such pre-retirement step shall become effective on the first day of the next calendar year, or on the first day of the next fiscal year, following such notice, whichever shall come first. An employee who has not retired three years after having given advance notice of intent to retire, shall revert to such pay step as they would have been had they not received the pre-retirement step, and they shall forfeit the next two regular steps.

**ARTICLE XXXVI
DURATION**

This Agreement shall become effective July 1, 2021, and shall continue in effect to and including June 30, 2024. If either party desires to change or modify this

contract, they shall notify the other in writing by February 1, 2024 and shall forward any proposed changes or modifications desired in a timely manner for the purpose of conducting good faith negotiations.

**ARTICLE XXXVII
SICK LEAVE INCENTIVE BONUS**

A sick leave incentive bonus of two hundred fifty (\$250.00) Dollars will be paid to employees who have used no sick days for the period from January 1st through June 30th each year. A sick leave incentive bonus of one hundred (\$100.00) will be paid to employees who have used only one (1) sick day for the period from January 1st through June 30th each year.

The Sick Leave Incentive Bonus payments shall be made on or before January 15th for the period from July 1st through December 31st and on or before July 15th for the period from January 1st through June 30th.

**ARTICLE XXXVIII
INJURIES IN THE LINE OF DUTY**

Employees shall be compensated for job-related injuries in accordance with the terms and conditions of Massachusetts General Laws, Chapter 41, Section 111F.

**ARTICLE XXXIX
TRAINING**

All members under this agreement shall receive 24 hours of compensation at one and one-half (1 1/2) times their regular rate of pay for each off duty hour of monthly drill attendance and/or other required training, not to exceed 24 hours.

Any specialized training required and approved by the Chief shall be compensated at one and one-half (1½) times their regular rate of pay and shall be considered above and addition to a firefighter's regular 24 hours of drill pay.

**ARTICLE XL
METHOD OF PAYMENT**

Effective July 1, 2010, all employees covered by this contract shall be paid on a bi-weekly basis. All payments made to employees will be through direct deposit to an account of their choice.

**ARTICLE XLI
VERIFICATIONS BY THE TOWN**

The Town shall now require annual CORI checks for all employees. In addition, the Town will require annual driving record checks for all employees.

IN WITNESS WHEREOF, the said TOWN OF FREETOWN has caused this instrument to be executed and its corporate seal to be affixed by its BOARD OF SELECTMEN, and Freetown Full-Time Firefighters Association, has caused this instrument to be signed by its PRESIDENT, hereto duly authorized this 27 day of February , 2023.

TOWN OF FREETOWN

By [Signature]
By [Signature]

By _____
3/8/2023

FREETOWN FULL-TIME FIREFIGHTERS
ASSOCIATION

By [Signature]
President