

Agreement

between the

Town of Wakefield

and the

Wakefield Firefighter's Union, Local 1478

International Association of Firefighters, AFL-CIO

July 1, 2020 - June 30, 2023

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Preamble

Whereas the **Wakefield Firefighters' Union, Local 1478**, International Association of Fire Fighters, AFL-CIO, hereinafter called "**Union**" was certified on June 14, 1968 by the Labor Relations Commission of the Commonwealth of Massachusetts as the exclusive representatives of certain employees of the **Town of Wakefield**, hereinafter called the "**Town**" and

Whereas the parties hereto desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them.

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

Article 1 **Recognition**

1.1 The Town hereby recognizes the Union as the exclusive representative of all permanent uniformed officers and firefighters, excluding the Chief of the Fire Department and Deputy Chief of the Fire Department, and excluding all other Town employees, for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment. The term "employee" or employees" as used hereafter in this Agreement refers to the persons for whom the Union is the recognized exclusive representative.

1.2 It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given reasonable notice and an adequate opportunity to bargain over contemplated changes in working conditions. The Town will not be arbitrary in making any such changes.

1.3 The Town will not discriminate against any employee on the basis of race, creed, color, national origin, sex, age or Union activities.

Article 2

Union Security

2.1 The Town agrees to deduct one initiation fee of ten dollars (\$10.00) and to deduct union dues not to exceed 1% of firefighter's base pay each month from the pay of each employee who executes or has executed an appropriate form of authorization of check off and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. The authorization form attached hereto as Appendix A, and made a part hereof, is deemed by the parties to be an appropriate form.

2.2 Upon compliance by the Union with the necessary statutory requirements, the Town will require as a condition of employment the payment of an agency service fee, the amount of which fee shall be equal to union dues, by any employee who is not a member of the Union on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later. The Town agrees that upon appropriate written authorization executed by such employee it will deduct the agency service fee once each week following the receipt of such certification by the Town, from the pay of the employee, and will remit monthly the aggregate amount of such deductions to the Treasurer of the Union. Any such authorization for the deduction of any agency service fee may be withdrawn by the employee by giving not less than 60 days written notice to the Town and by filing a copy thereof with the Union. The authorization form attached hereto as Appendix B, and made a part hereof, is deemed by the parties to be an appropriate form. An employee who pays the agency fee may seek a rebate of his pro-rata share of any funds expended for the purposes set forth in Chapter 903 of the Acts of 1977 by submitting to the Union an "Application for Rebate of Agency Fee."

2.3 The Union agrees to hold the Town harmless for action taken by the Town pursuant to Section 2.2.

2.4 It is understood that it is the responsibility of the Union to provide the check off forms and to have them executed by the employee.

2.5 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activities.

2.6 Only employees covered by the Agreement shall be permitted to do the work normally done by employees, except that in the event an employee who is not an officer is absent for more than a calendar week, the Town may fill such a vacancy with somebody not covered by the Agreement, until said absent employee returns. This Section shall not apply if the Town is unable to fill such vacancy with an employee covered by the Agreement. Nor shall it apply in an emergency where personnel in addition to the employees covered by the Agreement are needed.

Article 3 **Management Rights**

3.1 The Town reserves and retains all rights and authority not expressly abridged by the specific provisions of this Agreement.

Article 4 **Grievance Procedure**

4.1 Only matters involving questions whether the Town is complying with its obligations under this Agreement, including matters involving the meaning, application or interpretation of the Agreement, shall constitute a grievance under this Article. No matter shall be subject to the arbitration procedure of this Agreement which is subject to the authority or jurisdiction of Civil Service or any Retirement Board, subject to Section 4.6.

4.2 Grievances shall be submitted and answered in writing at each step and shall be processed in the following manner:

Step 1: Between the Union Steward and the Chief of the Department. If the grievance is not settled within 4 days of the date on which the grievance is filed, the Union may process the grievance at Step 2 with an additional 4 days. Grievances must be presented in writing within 15 days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based.

Step 2: Between the Union Steward and an official designated by the Board of Selectmen. If the grievance is not settled within 5 days of the date on which the grievance is presented at Step 2, the Union may refer the grievance to arbitration, as provided in Section 4.4, within an additional 30 days.

4.3 The time limits may be extended in any particular case by the written agreement of the parties. The Union Steward may be accompanied at any Step of the grievance procedure by a representative of the Union who is not an employee.

4.4 Grievances not settled in the Steps of the grievance procedure may be referred to an arbitrator agreed upon by the parties. If the parties are unable to agree upon an arbitrator within 14 days of the demand for arbitration, the arbitrator shall be designated by the Federal Mediation and Conciliation Service under its procedures. The fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representatives and witnesses.

4.5 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law. The arbitrator shall submit his decision in writing.

4.6 The standard for discipline and discharge shall be just cause. To the extent permitted by law the grievance and arbitration provisions of this Agreement shall be the exclusive method of resolution of disputes involving discipline and discharge.

4.7 No incident which occurred or failed to occur prior to the effective date of this Agreement shall be the subject of any grievance.

4.8 Saturdays, Sundays and holidays shall be excluded in counting days under this Article.

Article 5

No Strikes or Stoppages

5.1 It shall be unlawful and a violation of this Agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by employees covered by this Agreement.

5.2 The Town agrees that the Union shall not be liable for any violation of Section 5.1 which the Union has not instigated, authorized, sanctioned or ratified and the Union agrees that the event of any violation of Section 5.1 it will in good faith try to bring such violation to an end as soon as possible.

Article 6
Stability of Agreement

6.1 No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

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

6.3 The Classification and Compensation Plans and Personnel Bylaw of the Town of Wakefield, herein called the "Personnel Bylaw," are hereby incorporated by reference and made a part of this Agreement limited however to the extent that the provisions of said Personnel Bylaw are applicable to the employees for whom the Union is recognized as the exclusive representative under Article I of this Agreement.

6.4 The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Department. In the event any mandatory statute(s) relating to members of the Fire Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law shall prevail. In the event this agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.

6.5 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

Article 7
Weekly Salary Schedule

7.1 Weekly salary schedules are set forth in the attached salary Schedule (Appendix E) and reflect the following increases:

July 1, 2020	-	December 31, 2020	+ 1.5 %
January 1, 2021	-	June 30, 2021	+ 1.5 %
July 1, 2021	-	June 30, 2022	+ 3.0 %
July 1, 2022	-	June 30, 2023	+ 2.5 %

Effective January 1, 2013, an additional “Probationary Step” shall be added to the Appendix E (Salary Schedule) for all new firefighters for a period of 6 months from hire, having fully completed & graduated from the MFA. The Probationary Step shall be one-half percent (0.5%) less than FF Step 1.

7.2 In the application of the Salary Schedule a firefighter private at minimum will be eligible on July 1 and January 1 to receive the increment between minimum and the next step, provided he has been at minimum for a period of not less than 6 months. A firefighter private above minimum will be eligible on July 1 and January 1 for the increment to the next step, provided he has been at his existing step for a period of not less than 12 months. An officer will be eligible on the anniversary of his promotion to receive the increment to the next step.

7.3 A Captain temporarily assigned to replace the Chief in an Acting Chief’s capacity shall receive a stipend of \$1,250 dollars per week above the Captain’s normal pay. This stipend shall be paid each week to that individual who fills in as the “Acting Chief”. If the Chief of Department shall be absent for 30 days or more, the Town Administrator shall appoint a temporary or permanent “Acting Chief” of Department from one of the eligible Captains, based on seniority or at the discretion of the Town Administrator with a recommendation from the existing Chief of Department. In this case, the Acting Chief compensation will be calculated on the assumption that the Chief works a 40 hour week.

7.4 The Union and Town agree to change the pay period from a weekly pay schedule to a bi-weekly pay schedule.

7.5 Effective July 1, 2017, an addition step increase shall be implemented in accordance with the following schedule:

- A member in full time employment who has completed at least fifteen (15) years of service (as of anniversary of the date of hire) shall be eligible for a base-pay step increase of 2%. This step will be allocated on January 1st of the 15th anniversary calendar year.
- A member in full time employment who has completed at least twenty (20) years of service (as of anniversary of the date of hire) shall be eligible for a base-pay step increase of 2%. This step will be allocated on January 1st of the 20th anniversary calendar year.
- A member in full time employment who has completed at least twenty-five (25) years of service (as of anniversary of the date of hire) shall be eligible for a base-pay step increase of 2%. This step will be allocated on January 1st of the 25th anniversary calendar year.

Date of hire shall be defined in the following manner:

- Any member employed by the Wakefield Fire Department prior to July 1, 2017 may define date of hire as either the date of hire as a full time firefighter in Wakefield; or the date of hire as a full time civil service firefighter in a town other than Wakefield; or the date of hire as a full-time employee of the town of Wakefield.
- Any member employed by the Wakefield Fire Department after July 1, 2017 shall define date of hire as the date of hire as a full time firefighter in the town of Wakefield only.

Article 8

Hours of Work

8.1 Effective with the next shift cycle after August 3, 1993, the normal tour of duty for employees shall be twenty-four; (24) hours (7:30 a.m. to 7:30 a.m.) to be divided into a day shift of ten (10) hours (7:30 a.m. to 5:30 p.m.) and a night shift of fourteen (14) hours (5:30 p.m. to 7:30 a.m.). An eight day cycle plan will be used consisting of one (1) twenty-four (24) hour tour on, one (1) twenty-four (24) hour tour off, one twenty-four (24) tour on, and the balance of the time off. For purposes of sick leave, personal leave, vacation, holidays and swaps, each twenty-four (24) hour tour shall be divided into a day shift and a night shift with no reduction or increase in present benefit computations. Employees may not work more than 72 consecutive hours unless directed to do so in an emergency.”

8.2 This language was deleted.

8.3 In any emergency where employees are called back to audible alarm, employees who return, report to the senior officer in charge, and are authorized to work, shall be treated for all purposes to be on duty.

8.4 Before transferring an employee from one shift to another, the Chief will give notice personally to the employee and each shift officer involved before posting a general notice of the transfer and the notice will be given at least 7 days before the transfer. In an emergency, the preceding sentence shall not apply.

8.5 The Fire Prevention / Code Enforcement Division / Officer shall work a regular four (4) day shift work week of forty (40) hours (days only) consistent with the attached job description for the Fire Prevention / Code Enforcement Officer. The Fire Prevention / Code Enforcement Officer (herein referred to as F.P. Captain) will be filled with the grade of a Fire Captain at all times. This position shall not be arbitrarily removed from the department staffing by the Town without first being collectively bargained with Local 1478. This position / division shall remain a separate entity from the Fire Chief, although it shall remain under the Fire Chief’s designation & authority at all times. (See Article 29; Fire Prevention / Code Enforcement Division)

Article 9

Holidays

9.1 The employees will be compensated with $\frac{1}{4}$ of a week's pay for the following holidays:

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

All holidays will be the day on which they are designated by the State except Christmas and New Year's Day which will be December 25 and January 1. The Town will grant any additional holiday subsequently designated by municipal or state government. Employees may elect to have their holiday pay paid semi-annually (in June and December) or in the payroll week in which the holiday occurs. The election must be made in June for the following fiscal year and may not be changed during that fiscal year.

Article 10

Overtime

10.1 If an officer or firefighter shall be required to be on duty for any period in excess of his regular hours of duty, he may be given time off at a rate of one and one-half times equal to such period of overtime duty, or if time off cannot be given by reason of a personnel shortage or other cause, he may be paid for such period of overtime duty at a rate not less than one and one-half times the basic hourly rate of his regular compensation for his average weekly hours of regular duty subject to the following rules:

- (a) The regular straight time hourly rate shall be the regular weekly salary divided by 42 hours.
- (b) If an employee works beyond the normal quitting time of his workday, the first one-half hour shall not be deemed overtime.
- (c) If an employee works more than one-half hour but less than one hour of overtime, he shall be deemed to have worked one hour overtime.

(d) If an employee works one hour or more of overtime, he shall be deemed to have worked overtime for each such hour and fraction in excess of such hour.

(e) There shall be no disparity in treatment among employees as to the decision as to whether the employee receives time off or overtime pay.

(f) Any firefighter may request compensatory time off at time and one-half in lieu of overtime pay. An employee can choose to bank and use up to sixty-two (62) hours of compensatory time off per fiscal year even if it requires the filling of vacancies with overtime and without the prior approval of the Chief. The sixty-two (62) hours of banked compensatory time off can be used any time during the fiscal year in a ten (10) hour day-shift or fourteen (14) hour night-shift except Christmas Eve (night only) and the eleven (11) paid holidays set forth in Article 9.1 with the exception of Patriots Day. Once an employee has banked sixty-two (62) hours of compensatory time, regardless of amount used, said employee may not earn any additional compensatory time. (The comp-time bank does not “reset.”) Unused compensatory time off shall be paid for at the end of each fiscal year.

10.2 Overtime work shall not include swapped work days between individual employees by their mutual agreement.

10.3 The Town will follow the policy of equitable distribution of overtime within each rank on a rotation basis starting with seniority. A record of the distribution of overtime shall be kept in the form agreed upon by the parties.

10.4 If an employee who has left his last duty assignment after having completed his regular tour of duty is recalled to duty and reports for duty, or if an employee is recalled on a regularly scheduled day off or during his vacation and reports for duty, the employee shall be paid overtime at the rate of time and one-half for all such duty and shall be guaranteed a minimum of four (4) hours duty or pay at the overtime rate. There shall be no minimum guarantee for time worked one hour or less which immediately precedes the beginning of an employee's scheduled work shift.

10.5 An employee may work overtime when returning from vacation and may not work overtime after a sick leave absence until after he/she has actually worked a scheduled shift. A scheduled shift includes an overtime shift accepted while eligible to do so.

10.6 The overtime rate, where applicable as defined in Article 10, shall be 153.75% of the basic hourly rate of the employee's regular compensation, which does not include night

shift premium.

Article 11
Vacations

11.1 An employee in full time employment will be granted vacation leave on January 1st of each year in accordance with the following schedule:

<u>Years of Service:</u>	<u>Vacation</u>
• 0 to 1 years of service	1 week of vacation.
• 1 to 5 years of service	2 weeks of vacation.
• 5 to 10 years of service	3 weeks of vacation.
• 10 to 20 years of service	4 weeks of vacation.
• 20 to 25 years of service	4 ½ weeks of vacation
• 25 or more years of service	5 weeks of vacation.

A “week” of vacation shall be defined as two (2) twenty-four hour tours of duty.

11.2 Upon the death of an employee who is eligible for vacation under the provisions hereof, payment will be made to the estate of the deceased in an amount equal to the vacation leave accrued with the town at the time of their death.

11.3 Employees who are eligible for vacation pursuant to section 11.1 and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, will be paid an amount equal to the vacation leave accrued with the town at the time of dismissal, retirement, or entrance into the armed forces.

11.4 Vacation leave may be taken any time during the year. Seniority shall determine priority in the selection and allocation of time off for vacation. Only two (2) employees per group will be allowed to be on vacation at the same time.

11.5 No employee who is entitled to more than 2 weeks of vacation leave shall choose such additional leave until March 1st with respect to such additional vacation.

11.6 Vacation leave shall begin on the first day of consecutive work days of the work schedule. Vacation leave shall be taken in increments of day shifts, night shifts, one week or multiple thereof.

11.7 Employees will post his/her vacation leave on the central station and engine two bulletin boards with the date of posting on it. If no senior employee chooses that vacation period within 10 days of said posting the employee will be granted his/her vacation choice as posted. Once an employee has received approval for his/her vacation he/she cannot cancel the vacation except in the case of an emergency such as a death in the family, an injury in the line of duty, or an injury outside of duty with which the employee provides the chief of the department with a physician's certificate of injury.

11.8 An employee may carry over a maximum of three (3) vacation weeks from one year to another in full weeks or single shifts in accordance with existing rules as to when the carried over week may be taken. The first and second vacation carry over week, or portion of the remaining weeks must be used by no later than December 1 of the following year. The third vacation carry over week or portion thereof must be used no later than June 1 of the following year.

Article 12 **Sick Leave**

12.1 An employee in full time employment shall be granted twelve (12) days of sick leave annually (Jan 1st) without loss of pay or benefits, provided such leave is caused by sickness or injury or by exposure to or the treatment of contagious or infectious disease. A day of sick leave shall mean either a ten (10) hour day shift or a fourteen (14) hour night shift. A twenty-four (24) hour tour of duty shall be computed as two (2) sick days. For employees hired after January 1st, sick leave will be pro-rated and accrue at one (1) day per month. Employees hired after the fifteenth (15th) of any month shall not be granted credit for that month.

12.2 An employee shall be credited with the unused portion of sick leave granted pursuant to Section 12.1, up to a maximum of one eighty (180) days.

12.3 If the amount of credit provided under Section 12.2 has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 12.1. Such application shall be made through the Department Head to the Town Administrator. No application shall be unreasonably denied. Factors that the Town will consider in the reasonableness of granting the application are past attendance records and past performance. It is the intent of this provision to allow the employee the full benefit of the Bylaw provided in Section 12, Sick Leave, of the Town Personnel Bylaws.

12.4 A sick note from a primary care doctor will be required from all Department members if that member is out sick for the twenty-four hour shift on their second day of a trick and sick twenty-four hour shift on the subsequent first day of the next trick.

12.5 An employee incapacitated for duty because of injury sustained in the performance of his or her duty shall not be marked as being out sick and shall lose no sick leave benefit pursuant to section 12.1 and 12.2. The employee shall be marked injured and shall receive his regular compensation in accordance with Chapter 41, Section 111F, of the Massachusetts General Laws.

12.6 An employee suffering from a disability resulting from alcoholism or drug addiction shall be eligible for sick leave provided he or she is participating in an approved rehabilitation program and complying with its requirements. This shall not affect the right of the Department to impose discipline for reporting for duty or otherwise violating department rules under the influence of alcohol or drugs.

12.7 **Sick Leave Buy Back Program.** Upon death or retirement, an employee (or his/her estate) will be paid for one-third (1/3) of all accumulated sick leave up to a maximum of one-hundred and eighty (180) days per the following schedule. December 31, 2017; one-hundred and sixty (160) days. December 31, 2018; one-hundred and seventy (170) days. December 31, 2019; one-hundred and eighty (180) days. The rate of pay for each accumulated day of paid sick leave will be one-quarter (1/4) of the employee's weekly wage rate in effect upon the employee's termination from employment.

12.8 **Annual Sick Leave Incentive Program.** Effective January 1st, 2009, the Wakefield Fire Department sick leave incentive program will be adopted in accordance with the following schedule.

- A. Any employee who has not used any sick time during the months of January, February, or March will receive \$400.00 on or before April 30th
- B. Any employee who has not used any sick time during the months of April, May, or June will receive \$400.00 on or before July 31st
- C. Any employee who has not used any sick time during the months of July, August, or September will receive \$400.00 on or before October 31st
- D. Any employee who has not used any sick time during the months of October, November, or December will receive \$400.00 on or before January 31st

12.8 Effective July 1, 2018, the previous language of section 12.8 will be removed in lieu of a one-time base-pay increase of \$500.00.

Article 13
Jury Duty

13.1 An employee in full time employment required to serve on a jury shall be paid the difference between compensation received from jury duty and regular compensation rates paid the employees by the Town except as otherwise required by law.

Article 14
Bereavement Leave

14.1 Emergency leave of two (2) tours shall be granted for a death in an employee's immediate family without loss of pay, benefits or seniority. "Immediate family" shall include the employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, niece, nephew, a person for whom the employee is the legal guardian, a person for whom the employee is primarily responsible for making funeral arrangements, and any other person residing in the employee's household at the time of death.

14.2 Emergency leave of one (1) tour shall be granted for a death in an employee's family to include aunt, uncle, brother-in-law, sister-in-law, and cousin.

14.3 For the purpose of articles 14.1 and 14.2, a tour shall mean a twenty-four (24) hour work period. The twenty-four (24) hour tours can be broken up into a ten (10) hour day shift and a fourteen (14) hour night shift so an employee can attend to personal business with regards to the death in their family.

Article 15
Leave To Attend Convention

15.1 Leave of absence with pay shall be granted to not more than 2 employees for a cumulative period not to total more than 4 working days per calendar year to attend a Union convention and/or or Union state meetings if the employee(s) is an officer, delegate or alternate delegate to such convention. Additional days of leave of absence may be taken by employees (not to exceed 6 additional days for all employees in total) to attend Union conventions and/or union state meetings with pay and with each such day counting as a work day of vacation for each such employee who chooses to use a portion of his vacation time in this manner. In no event shall more than 3 employees be absent pursuant to this Article at any one time.

15.2 Leave of absence without pay may be granted to employees to attend Union conventions or other Union functions.

Article 16
Health and Safety Committee

16.1 A committee of 3 persons shall be instituted and known as the Health and Safety Committee. This Committee shall be comprised of the Chief of the Fire Department or his designee, one member appointed by the Board of Selectmen and one member appointed by the Union. Each member shall have one vote. The Committee shall have the following responsibilities:

(a) To make recommendations in writing on the health and safety of the officers and firefighters, to both the Board of Selectmen and the Union.

(b) To make recommendations as to the need to replace any firefighter's protective equipment.

16.2 The Health and Safety Committee shall meet at reasonable times upon request of any member of this Committee.

16.3 The minutes of the meetings shall be kept and shall be available to any member of the Committee.

16.4 The recommendations made hereunder are not binding and these recommendations are not subject to arbitration. Nothing in this Article, however, shall limit the rights of arbitration which the parties would otherwise have under this Article.

Article 17
Paid Details

17.1 The Town will follow the policy of equitable distribution of paid details within each rank on a rotation basis starting with seniority. A record of the distribution of said details shall be kept in the CrewSense employee management program.

17.2 Details will be paid at the rate of \$58.00 per hour beginning January 1, 2021. Each January thereafter during the life of this Agreement, the Union will have the right to increase the detail rate by \$2.00 per hour. All Firefighters acting in a Supervisory role will receive \$5.00 extra per hour. There will be an eight (8) hour minimum for all details worked after four (4) hours. The eight (8) hour minimum after four (4) hours will only apply to details paid for by non- town of Wakefield entities.

17.3 The Town will require prepayment for details whenever possible. It will also take reasonable steps to encourage the prompt payment of delinquent amounts.

17.4 The Town & the Union agree that there shall be a requirement for the presence of a Fire Department detail including but not limited to the following: Town permitted events & functions at the upper & lower common that are expected to exceed 500 people. The Buddy Walk, The Run for the Ages, the 24 hour marathon, and the Relay for Life shall require a detail regardless of the number expected. Any large event that takes place on the lake, such as the Yacht Club Regatta, Triathlons, the Galvin School Regatta, and any other event at the discretion of the Chief, will require the presence of the Fire Department Marine Unit (a minimum of two firefighters) A detail shall be required at all public functions or assemblies within the Town; indoor that exceed 350 people, (not including the Galvin Middle School) and outdoors functions which exceed 500 people, (not included in above language regarding the common,) or approach the safe occupancy limit of a facility / venue as determined by the Fire Chief. Functions shall include but not be limited to Town meetings, football games (Landrigan field) & larger sporting events (such as tournament games), road races, triathlons, street events, walks, fireworks, band competitions, dance recitals, and graduations at the WHS, WJHS, or VOKE. WHS field-house events and Galvin auditorium events shall require a fire department detail at the discretion of the Chief.

The Town shall notify the proper agencies of the requirements (i.e. Athletic Director's, Town Administrative Secretary, Vocational School, School Administrators, and all private and public vendors) making application for an event in the Town and this shall become regular practice.

The Town & the Union acknowledge that the Chief of the Department possesses discretion to determine the appropriate level of Fire / EMS protection in the Town to ensure public safety & the discretion to determine the number of firefighters assigned to all details. All regular & past practice details such as construction, demolition, cutting & welding, fire watch, blasting, shall continue to be at the discretion of the Chief of Department to ensure the appropriate level of Fire / EMS protection in the Town.

17.5 Details will receive time and one-half per hour during the following situations:

A. Over 8-Hours

B. Between 2300-0700 Hrs

C. Scheduled on all holidays set forth in Article 9.1 of the Collective Bargaining Agreement with the addition of Christmas Eve.

Article 18
Educational Incentive Program

18.1 Members of the Fire Department who satisfactorily complete an Associate's Degree in Fire Science from an accredited institution will become eligible for the initial 5% increase in base pay. A member will then be eligible for the additional percentage increases of 10% upon completion of a Bachelor's Degree and 15 % upon completion of a Master's Degree at an accredited institution, in approved courses of instruction in a Degree Program from among the following : Fire Science, Fire Administration, Emergency Management, Public Administration, Business Administration (Management), Engineering (Civil, Chemical, Structural, Electrical, Building Construction, or Fire Prevention), Sciences (Chemical, Physical, or Biological), or Computer Science.

Employees hired after July 1, 2004 shall only receive annual salary increments upon obtaining an Associate's Degree or a Bachelor's Degree or a Master's Degree. All salary increments set forth in Article 18.1 will be calculated and included in an employee's weekly pay and will be included in an employee's base pay to count towards their pension.

Employees hired before July 1, 2004, shall be eligible to receive tuition reimbursement below the Associate's Degree level until they obtain an Associate's Degree. Current employees above the Associate's Degree level and employees hired after July 1, 2004, shall not be eligible to receive tuition reimbursement.

18.2 The Town agrees to reopen the contract on the subject of Educational Incentive if the Commonwealth of Massachusetts passes an Educational Incentive Program for Firefighters.

Article 19
Miscellaneous

19.1 Seniority. Seniority shall be determined by appointment date from the Civil Service list. In the case of 2 or more men being appointed on the same date, seniority shall be based upon the order they are on the list, as received by the appointing authority from Civil Service.

19.2 Clothing and Equipment. Each employee shall be furnished with all clothing and equipment as set forth in Appendix C.

19.3 Swap of Days. It will be the policy of the Department to allow employees on a non-discriminatory basis to swap work days with each other (at no additional cost to the Town) under circumstances such as family weddings, graduations, school reunions, reasonable school attendance in connection Fire Department work, and important family functions. This enumeration is meant to be illustrative and such time off or substitution will be permitted under other reasonable circumstances. Requests to swap work days shall be processed through CrewSense by the department member who is seeking to be removed from their work shift. The employee who is sent the request will then either accept or deny the request. By accepting, the employee has agreed and is responsible to work the shift.

19.4 Personal Leave. An employee shall have two (two 10 hour day shifts and two 14 hour night shifts) personal leave tours per calendar year, non-cumulative.

No more than a total of 2 - 24 hour personal days can be used on Christmas Eve, Christmas Day, and the 4th of July. Based on seniority a sign-up list will be established 60 days before holidays & closed out 30 days prior to the holiday. (Ex: Sign-up list posted for Christmas October 25th – Closed out November 25th.) The Chief of Department shall have the authority to grant additional personal leave should the need arise.

19.5 Union Steward. The Union shall furnish to the Town the name of the Union Steward immediately after his designation and the Union shall notify the Town of any changes. The Steward shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay or loss of other benefits. If the investigation involves going to another town fire station, the Steward shall not leave without permission which permission shall not be unreasonably withheld.

19.6 Bulletin Board. The Town shall provide reasonable bulletin board space in each of the 2 fire stations, which space shall not be smaller than 2 feet by 4 feet, for Union notices concerning Union business and activities.

19.7 Temporary Appointment to Higher Rank. Any temporary appointment to the rank of Acting Lieutenant shall be made from the Firefighter within the group with at least five (5) years of experience as a Wakefield Firefighter and whose name appears on an active list of firefighters who have passed the Civil Service Promotional Examination for Lieutenant. In the event that said group in need of an Acting Lieutenant does not have a firefighter in this capacity, said appointment shall be made on a seniority basis. On a group where more than one firefighter is eligible to fill said position, the Chief will assign from the top two (2) firefighters per duration or temporary absence on a basis of the higher mark on the civil service eligible list, on a rotation basis.

Any temporary appointment to the rank of Acting Captain shall be made to a Lieutenant within the group whose name appears on an active list of Lieutenants who have passed the Civil Service Promotional Examination for Captain. In the event that said group in need of an Acting Captain does not have a Lieutenant available in this capacity, said appointment shall be made from the Senior Lieutenant on the group. On a group where more than one Lieutenant is eligible to fill said position, the Chief will assign from the top two (2) Lieutenants per duration or temporary absence on a basis of the higher mark on the civil service eligible list, on an equitable rotation basis. If a need arises to temporarily fill a Captain's position for a period of thirty (30) days or longer, the Chief of the Department shall make a temporary/permanent appointment to "Acting Captain" from the highest mark on the Civil Service eligible list for Captain regardless of the group in which the opening was created. If a tie exists on the Eligible list, the appointment shall be made to the most senior of the members tied, based on their promotion date to Lieutenant.

19.8 Vending Machines. The Town shall provide space in each of the 2 Fire Stations for the placement of a reasonable amount of vending machines. The Union shall have control over the management of such vending machines and shall be the recipient of any and all profits derived from such machines. The areas of placement shall be selected by agreement between the Union and the Chief of the Department.

19.9 Basic Training Program. The Department will establish a basic training program for new employees.

19.10 Station Maintenance. Employees will not be required to paint or wash walls but will continue to do normal maintenance and housekeeping duties. In the event the building is repaired and painted, the Town shall have the right to reopen the contract on the issue of station maintenance.

19.11 Voluntary Physical Fitness Program. The parties will establish a joint study committee to investigate the possibility of a voluntary physical fitness program.

19.12 *This article was deleted*

19.13 Damage to Personal Property. Effective on the date of execution of this Agreement the Town will reimburse employees for personal property damaged in the line of duty. This shall include such items as eyeglasses, and false teeth, but shall not include personal cell phones, pagers, palm pilots, watches, or items on which the employee carries insurance.

19.14 Deferred Compensation: The Massachusetts Employees Deferred Compensation Plan or its equivalent as a payroll option is available to employees of the bargaining unit.

19.15 Financial Report of Retirement Board: The Town will provide the Union with an annual financial status report from the Retirement Board.

19.16 Direct Deposit: Effective July 1, 2017, all new employees shall enroll in direct deposit of payroll checks.

19.17 Fire Academy: The town agrees that it shall be mandatory that all new “Wakefield Firefighters” attend the Massachusetts Firefighting Academy and become Firefighter I & II certified (regardless if they are a transfer) before they work one day on the job at the Wakefield Fire Department. This shall take effect upon Ratification of this contract at Town Meeting. (November 2012)

19.18 Drug/alcohol Policy. A drug and/or alcohol screening test may be conducted of any employee involved in an accident during work hours while operating a town vehicle and of any employee returning to work following rehabilitative leave related to drug or alcohol abuse. A drug and/or alcohol screening test may be required of an employee based on a reasonable suspicion that the employee has been drinking or is intoxicated on the job or has been using illegal drugs on the job. The Chief's reasonable suspicion to conduct a drug and/or alcohol screening test shall be based on objective facts. Whenever possible, prior to requesting any employee to submit to such a test, the Chief shall consult with the Union about his decision and the basis for his decision. All screening tests called for under this Article will be conducted by a clinic or other authorized contractor who is qualified to perform such tests.

The laboratory to be utilized for said testing shall be a certified laboratory, and shall be selected by a joint committee consisting of the Chief and the Union Executive Board. In no event shall this policy be used to harass employees. If an employee is tested and tests positive, he shall have the opportunity to enroll in a rehabilitation program.

If a member of the Department is convicted of operating a motor vehicle under the influence of drugs or alcohol, that member shall not be eligible for their next step raise until such time as their operator's license has been fully restored. Said member shall not receive retro-active pay.

19.19 Promotions. In order to be promoted to the rank of "Fire Officer" at any level in the Wakefield Fire Department, an individual must have served five years minimum as a full time Wakefield Firefighter and appear on an active Civil Service list for promotion.

All newly appointed permanent Fire Officers shall be required to complete the Fire Officer I certification course through the MFA & successfully obtain the Fire Officer 1 certification within two (2) years of appointment. Time off will be granted by the Department and all associated costs paid for by the Town. This will ensure consistent formal training for all "Officers". This requirement will not apply to members serving in an "acting" capacity.

19.20 Parking Spaces: The Town agrees to designate seven parking spaces at the Public Safety Building, as identified on the attached plan, for exclusive use of on-duty firefighters.

19.21 Dive/Tech Rescue Team: If the Fire Chief decides to fill a vacancy on the Dive Team or Technical Rescue Team, selection of candidates will be by seniority.

19.22 Rotation of duty assignments.

All department members will be afforded the opportunity to change their assigned duty position at least twice a year, On January first or July first of each calendar year or whenever a vacancy is created by promotion, retirement, disability, death, or a newly created position. Any requested change in duty assignment will be posted on the Union bulletin boards of both stations for a period of 15 days and made to the Chief of Department in writing. The senior most qualified employee who selects a position within the department will not be denied the position by the Chief of department without just cause to be determined by the normal grievance procedure or other legal action as set forth in the collective bargaining agreement. Such determination will be reasonable and non-arbitrary. No change of assignment will be permitted that would result in two members of the same immediate family (father/son, husband/wife, brothers) serving on the same group. No change in assignment will be permitted that would interfere with a department member assigned to light duty in dispatch.

Nothing in the article will prohibit the Chief of Department from making a temporary appointment to a higher rank should sickness or injury make such an appointment necessary. If in the event of a 12 or 10 person duty shift and the junior firefighter will serve more than 12 months consecutively in dispatch due to the rotation of duty assignments procedure, the “Engine 1 Step” position, can be forced to choose a 6 month duty assignment in dispatch. Any officer or firefighter may choose a new duty assignment whenever a vacancy is created by promotion, retirement, or a newly created position. The senior officer or firefighter that chooses a new assignment will be awarded the assignment. Change of assignments from one group to another shall be accomplished without requiring the use of overtime during the transition whenever possible. Requests for duty assignments will be made during the last fifteen (15) days of May and November or for fifteen (15) days after any unexpected vacancy occurs. A long-term vacancy for a position can be filled by any member of the same rank from any group. The Union and the Chief of Department shall strive to maintain a balance of experienced firefighters on each of the four duty shifts but this shall not mean that Chief of Department can enforce transfers unless a serious lack of experience threatens a duty shift.

Positions eligible for selection are:

Captains	-	Assigned to Car 2
Lieutenants	-	Assigned to Engine 1
Lieutenants	-	Assigned to Engine 2
Lieutenants	-	Assigned to Ladder 1 (July 1, 2014)
Engine 1 Driver, Engine 1 Step, Engine 1 Step (Floater 1), Engine 2 Driver, Engine 2 Step Ladder 1 Driver, Ladder 1 Step (Floater 2) Dispatch		

The two step firefighter/floater positions will only be filled when staffing levels permit it. Floaters are expected to fill vacancies in any position on a day-to-day basis. For the purposes of this article, the order in which the floaters will be required to change duty assignments on a day to day basis is: Engine 1 Step Floater then Ladder 1 Step Floater, as directed by the Captain in charge of the shift.

19.23 Duty Rotation of new firefighters. Nothing in this section will prevent or inhibit the Captain of the shift from making temporary assignments for short periods during the day to train new firefighters in any position. In the event that an Engine or Ladder Company driver is out for the shift, (vacation, swap, sick etc.) the Shift Commander and Company Officer will have the option to choose and change duty assignments on his or her Company only, to fill a driver's position as necessary. In the event that an overtime firefighter is hired, the Shift Commander will have the option to assign the dispatch firefighter to a line position and assign the overtime firefighter to dispatch duties. New firefighters will not be assigned in dispatch for at least 3 months or until the Captain of the shift feels they are competent to serve in that capacity. All newly hired firefighters are not permitted to participate in the rotation of duty assignment procedure until successful completion of the Massachusetts Fire Academy or equivalent and receipt of Firefighter I and II certification.

19.24 In service Inspections/Drills/Training. The Wakefield Fire Department will strive to provide the highest quality training possible on a regular basis. Training drills will not be conducted on Sundays or holidays except in the event of special circumstances with the approval of the Chief of Department. No drill requiring the use of personal protective gear will be conducted during any period when the ambient temperature reaches or exceeds 89 degrees Fahrenheit or during any inclement weather as determined by the Chief of Department. All drills will be in the CrewSense program and announced at the beginning of the shift whenever possible. Pre-fire planning tours and in-service inspections will be counted as training for the purposes of this article. Training may be conducted in the morning or afternoon but not both for a period not to exceed two and a half hours (2 ½) per 24-hour shift or 5 hours per week (two 24 hour shifts) on their regularly scheduled group. Department members working swaps or overtime will be expected to participate in any training activity as deemed appropriate by the Shift Captain. For the purposes of this article, the two (2) week in-house training of new recruits will not be subject to the hour and day restrictions set forth in this article. Training that the Chief of Department has scheduled with an outside vendor, including but not limited to, EMT training and recertification, Massachusetts Firefighting Academy classes, training with other fire departments, vehicle extrication training with hydraulic tools, shall not be subject to the hour and day restrictions set forth in this article.

19.25 Commercial Driver's License: Effective July 1, 2016; any member of this Union who holds a valid Massachusetts Commercial Driver's License shall be eligible for a stipend of 1.5%.

Any member who earns their CDL after these dates shall be paid a stipend from the time of issuance of said license upon proof of valid license to the Chief of the Department. This stipend shall be based on a Firefighters top-step pay.

19.26 Residency: The parties agree that Wakefield Firefighters and ranking officers are not subject to any residency requirement. As such, Firefighters of any rank or assignment may reside beyond any limits set forth in state law; including Chapter 31, Section 58 and Chapter 41, Section 99A; Town ordinance or by-law, and/or department policy/regulation, and may reside outside the Commonwealth of Massachusetts.

Article 20
Special Courses

20.1 A payment of \$60 per day will be made to a firefighter for each course in the year in which he satisfactorily completes one or more special courses, approved by the Chief as beneficial to the Department, and not included in the provisions of Article 18.

Article 21
Insurance

21.1 Premium increases occurring in the existing Blue Cross/Blue Shield Master Medical program shall be paid by the Town and not by the employee until such time as the Town is paying 75% of the premium cost of the existing program and the employee is paying 25% of the premium cost. Thereafter, any further increases in premium cost in the existing program shall be payable 75% by the Town and 25% by the employee.

21.2 The Town shall pay on behalf of the surviving spouse of an employee killed in the line of duty, the same percentage of the health insurance premium as paid for employees.

21.3 The Town shall continue to make a contribution to the premium for the life insurance policy in a percentage amount equivalent to the Town's contribution toward the Blue Cross/Blue Shield premium.

21.4 The Town shall make available optional life, accidental death, and dismemberment insurance to be paid for entirely by the employee in accordance with the appropriate enabling legislation.

21.5 Any decreases in premium will be used to reduce the amount paid by the Town (Subject to the 75/25 limit set forth below). Any premium increases will be shared equally (50/50) between the Town and the employee until 25% is paid by the employee the 75/25 premium share will thereafter be maintained. Nothing herein shall be construed to prevent the Town from adopting and implementing a Trust Fund system whereby premiums are received and paid from the Trust Fund and the Blue Cross/Blue Shield Master Medical Program is administered by the Town with expenses paid in whole or in part in the Trust Fund provided, however, benefits due under the Blue Cross/Blue Shield Master Medical Program shall not be affected thereby.

21.6 The Town shall have the right to change the Blue Cross/Blue Shield Master Plus

Program to Blue Cross/Blue Shield Blue Choice. The Town also has the right to change to a different insurance carrier provided benefits are equivalent to either program or to the Blue Cross/Blue Shield Master medical program. Before any change in insurance carrier, the Town will meet and discuss any change with the Union.

21.7 The Town shall provide the prescription option to the Harvard Community Health Plan.

21.8 The Town will adopt a so-called "cafeteria plan" as provided for in Section 125 of the Internal Revenue Service Code providing for health insurance deductions to be made on a pre-tax basis.

21.9 Effective with the premium payable on July 1, 2004, the employee paid share of the premium for HMO insurance coverage shall be increased to 13%. Effective July 1, 2005, the employees' share of the premium paid for HMO insurance shall be 16.5%. Effective July 1, 2006 the employees' share of the premium paid for HMO insurance shall be 20%.

Article 22

Shift Level

22.1 The parties acknowledge that manning procedure is set out in the Chiefs Notice attached hereto. In so doing, the Union states that it does not believe there should be a decrease in manning.

22.2 The Town and the Union agree that a committee shall be established by July, 2021 to discuss a permanent manning increase to 13 member groups with an on duty minimum of 11. The committee make-up shall include one member of the Board of Selectmen (Town Council), the Fire Chief or Deputy Chief, The Town Administrator, and three (3) members of the Wakefield Firefighters Union. This committee shall complete its discussions by January 1, 2022 and a recommendation and/or implementation plan no later than July 1, 2022.

Article 23

Employee Files

23.1 No material relating to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.

23.2 The employee shall have the right to answer any material filed and to include

the answer within the file.

23.3 The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of any materials in it.

23.4 An employee may have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to the employment relationship.

23.5 The Town shall not reveal information in an employee's file without the employees consent except to the extent relevant for the use of the management of the Town or in connection with the Town business or when the Town is ordered to release such information by order of court or subpoena.

Article 24

Emergency Medical Training

24.1 Employees who are certified as Massachusetts Emergency Medical Technicians (EMT), Defibrillator certified, Epi-pen certified, and/or a Bachelor's Degree in Nursing will receive additional compensation at the following rates based off of a Top Step Firefighters weekly pay:

- **July 1 2020 thru June 30, 2021:**
 - First Responder- 6.5%
 - EMT- 7.5%
 - Paramedic- 8.5%
- **July 1, 2021 thru June 30, 2022:**
 - First Responder- 7%
 - EMT- 8%
 - Paramedic- 9%
- **July 1, 2022 thru June 30, 2023:**
 - First Responder- 8%
 - EMT- 9%
 - Paramedic- 10%

The parties acknowledge that the department needs to conduct Epi-pen training so the lack of such training shall not affect payment under this section.

EMT and First Responder pay to be calculated and included in the weekly pay check of

all affected employees. Said pay will be included in an employee's base pay to also be included in their pension.

All EMT, Paramedic, and First Responder re-certification classes and credits will be scheduled by the Chief of the Department, the EMS Coordinator, and/or a designee of either, within the parameters of this contract. All EMT and Paramedic training and re-certification classes will be paid for by the Town. Paramedics shall be given time off for ALS re-certification.

It will be the responsibility of the Chief of the Department and the EMS Coordinator to keep a record of and file all paperwork on a timely basis, to the proper reporting agencies, (State & Local) associated with all EMT and First Responder certifications and re-certifications in accordance with Article 24.7 of this agreement.

Any employee that loses his/her EMT certification, at no fault of their own or due to military obligations will be allowed to be exempt from Article 24 of the collective bargaining agreement regarding EMT language and allowed to drop their EMT certification requirement. Eligibility of such compensation will begin with the start of the work week following the date of certification of satisfactory completion of training.

Payment will be calculated and included in the weekly pay of all affected employees.

24.2 The EMT ambulance program will end on June 30, 1983.

24.3 If the Town reactivates a Town EMT ambulance program which may involve the performance of EMT duties by firefighters, it will give the Union an opportunity to negotiate with regard to the program before putting it into effect.

24.4 The Union shall have the right to appoint one employee to the Emergency Medical Service Committee.

24.5 The Town and the Union agree to jointly study the feasibility of a town operated ambulance service being performed by Firefighters. The study will be done by a joint labor- management committee consisting of two representatives from the town and two representatives from the union.

24.6 Effective July 1, 2014. Any newly hired employee must enrolled in a Massachusetts / National Emergency Medical Technician (EMT) program within one (1) year of date of hire and become a certified Massachusetts/National Emergency Medical Technician (EMT) within two (2) years of date of hire, at his/her own time and expense, and must maintain their certification throughout their career as a condition of employment. (The date of hire shall

be considered the first day of the Academy.)

24.7 EMS Director/Coordinator: The Union shall maintain an Emergency Medical Services (EMS) Director and Coordinator. Any firefighter/officer with a minimum of five (5) years as a Wakefield Firefighter and is trained to a minimum level of EMT-B is eligible for said positions. Any member who is interested in said positions upon opening must submit a letter of interest to the Chief of the Department along with a resume. The Chief shall appoint the most qualified member who applies to the positions.

EMS Director shall oversee all EMS functions for the Department including but not limited to:

- Organize EMS training for the Department as needed and/or schedule and coordinate with any outside agency providing EMS training for the Department.
- Oversee all required EMS certifications for the Department such as CPR/First-Responder along with all EMT certifications for any employees required to maintain such certification.
- Be the liaison to any outside agencies with regard to any EMS issues and meet with Town's 911 Ambulance provider as needed.
- Maintaining a training calendar outlining what training will be provided and when.
- Purchase, maintain, and distribute all EMS supplies for the Department.
- Make recommendations to the Chief of the Department regarding any EMS issues.

EMS Coordinator shall assist the EMS Director in all EMS functions for the Department including but not limited to:

- Maintaining and filing all paperwork with the proper reporting agencies (National, State, and Local) associated with all EMT and First Responder training classes, certifications, and recertification for all Department members.
- Documenting all EMS training, including the recording of dates of training that has occurred and who attended.
- Serve as a resource to department members by answering questions, problem-solving, and providing assistance with all EMT and First Responder issues, including computer issues.

Effective July 1, 2020 the EMS Director shall receive a salary increase of 12% of their pay. The EMS Coordinator shall receive a salary increase of 6% of their pay. All salary increments set forth in Article 24.7 will be calculated and included in an employee's weekly pay and will be included in an employee's base pay to count towards their pension.

Article 25

Designated Firefighter In Charge

25.1 There will be a firefighter designated by the Chief as in command of Ladder 1 on each shift, and who will be responsible for the response, set up, and operations of ladder 1 at an incident, and who will be paid a wage premium of 7% of the base rate of each tour of duty.

Effective July 1, 2014, the Designated Firefighter's position shall be phased-out and be replaced by a Company Officer in the grade of Lieutenant. The Town agrees that the Designated Firefighters, who are in said position at the time of the implementation of the Lieutenants positions in July of 2014, shall receive their 7% stipend until the day they retire. An individual eligible must hold the primary designated firefighters position on one of the four (4) groups to receive the 7% stipend until retirement and shall not be eligible for this stipend if they are promoted to an officer's position.

Article 26

Court Time

26.1 An off-duty employee required to attend any court proceeding in any official capacity, whether or not called as a witness, complainant or defendant, shall be entitled to receive time and one-half, less any witness fees received, for each hour or fraction thereof, during which he is in such attendance but in no event shall such compensation be less than 4 hours pay for attendance in District Court and no less than 6 hours pay of attendance in Superior Court.

Article 27
Injury in the Line of Duty

27.1 Whenever an employee is incapacitated for duty because of injury sustained in the performance of his duty, without fault of his own, the employee shall be granted leave without "loss of pay for the period of such incapacity in accordance with the provisions of Massachusetts General Laws Chapter 41, Section 111F. No such leave shall be granted for any period after such employee has been retired or pensioned in accordance with law.

An employee shall be entitled to examination and treatment by a physician of his own choice. A doctor designated by the Town may examine the employee as to the employee's fitness to resume full fire fighter duty or light duty as described herein. The Town's doctor shall review the employee's doctor's opinion if the employee or the Town so requests.

If the employee's doctor and the Town's doctor disagree as to such "fitness", necessary steps shall be taken to have the employee examined by a third doctor. This third doctor shall be appointed from a clinic, hospital or medical center (after discussion with the Union) and shall be qualified to make the necessary determination. Pending receipt of the third doctor's opinion, there shall be no change in the employee's status based on the Town doctor's opinion.

If the third doctor determines that the employee is not fit to resume full fire fighter duties or light duty as described herein, the employee shall remain on paid injured leave status. If the third doctor determines that the employee is fit to resume full fire fighter duties or light duty as described herein, the employee shall be ordered to return to such duty. Light duty for fire fighters under this Article shall be limited to desk watch duties the employee is capable of performing. "Light duty" for Officers shall be limited to the conduct of fire prevention inspections and to the coordination and conduct of training seminars or workshops for fire fighters on new firefighting techniques or equipment. Up to one light duty employee per shift may be counted to meet staffing levels. Employees may only be assigned to light duty if they are expected to return to full duty within a reasonable period of time. An employee injured off the job shall be considered for light duty on the same basis as an employee injured in the line of duty.

Article 28
Duration of Agreement

28.1 This Agreement shall take effect as of July 1, 2020 except as otherwise provided and shall remain in full force and effect until and including June 30, 2023 and shall continue thereafter until a new agreement is reached between the parties.

This Agreement is subject to the following:

- A. Ratification by both the Town and Union Local 1478.
- B. An appropriation by Town Meeting of sufficient funds to fund the cost increase.
- C. Such Town Meeting which is scheduled after ratification has been approved.

28.2 The Town & the Union agree that a committee shall be established by January, 2018 to discuss the position of Deputy Chief. The committee make-up shall include one member of the Board of Selectmen, the Fire Chief, The Town Administrator, and three (3) members of the Wakefield Firefighters Union. This committee shall complete a recommendation by January 1, 2019.

Article 29
Fire Prevention / Code Enforcement Division

29.1 Definition: The Fire Prevention / Code Enforcement Division / Officer shall work a regular four (4) day shift work week of forty (40) hours (days only) consistent with the attached job description for the Fire Prevention / Code Enforcement Officer. The Fire Prevention / Code Enforcement Officer (herein referred to as F.P. Captain) will be filled with the grade of a Fire Captain at all times. This position shall not be arbitrarily removed from the department staffing by the Town without first being collectively bargained with Local 1478. This position / division shall remain a separate entity from the Fire Chief, although it shall remain under the Fire Chief's designation & authority at all times.

The F.P. Captain can and will respond to all major emergencies, multiple alarm fires or serious incidents as required per request by the Chief of the Department. If this time is beyond the normal working hours of the F.P. Captain, compensation shall be at that of time and one-half Captain's pay. The F.P. Captain is eligible to work shift overtime or details whenever it does not directly conflict with his / her normal forty hour work week. The F.P. Captain will work with the Chief to write, structure, implement, maintain, support, and update a standardized training program for the Wakefield Fire Department. This training program will be written and standardized according to current NFPA Standards as well as current and future Department standard operating guidelines. Such training will be implemented as standard, required, continuous training for all members as authorized by the Chief of Department. This division will also be responsible, along with the Fire Chief, for updating & maintaining the Wakefield Fire Departments Standard Operating Guidelines & integrating these SOG's into the structured training program. All training shall be directly handed down to the Shift Captains to be delivered at the Company level to all personnel by the Company Officers as overseen by the Shift Captain.

The F.P. Captain / Division shall be provided a safe operating and efficiently maintained vehicle for the specific use of the proper and timely completion of the duties of the position of the Fire Prevention / Code Enforcement Division. This vehicle shall be provided and maintained by the Town and shall be equipped with all "usual" audible and visual warning devices for response to emergency incidents as well as Department identification.

Article 29
Fire Prevention / Code Enforcement Division

29.2 Duties: The Fire Prevention / Code Enforcement Division shall be in charge of and perform the following duties under the general supervision of the Fire Chief or his designee. This position shall be filled by a Fire Officer at the rank of Captain.

- Performs fire protection and fire prevention inspections of property for compliance with fire prevention/fire protection regulations.
- Reviews all site plans, new construction and all remodeling plans in the Town as required by the State Building Code in the following areas:
 - 1) Source and capacity of water supply including size of water main.
 - 2) Location of hydrant and fire department sprinkler and standpipe connections.
 - 3) Access for firefighting in apparatus and rescue vehicles.
 - 4) Provisions for a fire pump if necessary including electrical supervisory control.
 - 5) Design and locations of stand pipes and/or sprinkler systems and related equipment.
 - 6) Design and locations of required fire alarm systems; including smoke/CO detection.
 - 7) Smoke control equipment.
 - 8) Firefighter - elevator key location and associated equipment.
 - 9) Fire access panels.
 - 10) Inspection of site during construction.
- Works with local Police Department and State Fire Marshal's Office on cases related to Fire Investigation, arson, bomb threats, false alarms, vandalism, etc. The FPO will serve as a back-up to the Departments designated Fire Investigation Unit as needed.
- Inspects and operates (for test purposes) equipment such as fire doors, fire shutters, fire alarm systems and portable or fixed fire suppression systems.
- Enforces the applicable General Laws of the Commonwealth of Massachusetts including Fire Prevention Regulations, State Building Code and Town of Wakefield By-laws were applicable. Will be required to participate in fire protection and fire prevention education and training programs for schools, businesses, fire department personnel and civic groups. Investigates blasting sites prior to and during blasting operations.

29.2 Duties: (cont'd)

- Recommends corrective action for violations of law and ordinances noted on inspections and issues proper notice of violations when necessary. Re-inspect properties for compliance of violations as necessary.
- Shall make and keep records of inspections performed in an orderly manner consistent with all applicable laws, regulations or dept. policies.
- May be required to assist shift officers in the performance of fire drills.
- Assist in the investigation and data collection for the implementation of the Sara Title m legislation.
- Shall respond to fire incidents, rescues or other calls when necessary or when so directed by the Fire Chief or his designee.
- Shall attend classes or seminars when required by the Fire Department.
- Shall give testimony in courts of law relative to his duties.
- Maintain updated records & entry procedure for all local business regarding lock box – keys – person to notify for emergency entry after hours.

The Fire Prevention Captain may be designated to fill in as a back-up officer in the event of illness or injury to a shift officer after a week's absence if the fire chief so determines. The vacancy will most likely be filled by an "acting" officer but the option should still be there in case some unusual circumstance arises.

The Fire Prevention Captain Officer shall not be used to substitute for other employees on a daily basis except for overtime.

The Fire Prevention Officer's position shall be considered part of the Captain's rotation to replace the fire chief who may be on vacation or absent for injury or illness.

The Fire Prevention Officer shall be eligible for any overtime shift that does not conflict with his/her regular duty shift.

The Fire Prevention Officer shall not be counted as an officer for shift manning when he is assigned to his regular shift and duties.

29.3 Fire Details

The Fire Prevention Officer shall assist Chief of Department in identifying events and situations where the implementation of a fire department detail may be required due to circumstances involving the extended impairment of fire alarm or sprinkler systems in buildings or as required by state law and/or local regulations.

29.4 Training

Fire Prevention Officer shall assist in the development of a standardized training program, in conjunction with the Chief of Department, for all members. This training program shall be developed in accordance with current NFPA standards and Department Standard Operating Guidelines.

Article 30 **Wakefield Fire Department Reorganization**

30.1 Promotions: Effective upon ratification of Wakefield Town meeting in November 2012:

- A.) The Captain shall be implemented as the “Shift Commander” and assigned to a command vehicle (Car 2).
- B.) Four (4) firefighters from the current & existing Civil Service eligibility list shall be promoted to Lieutenant as the “Company Officer” on Engine 1.

Effective July 1, 2014:

Four (4) firefighters from the Civil Service eligibility list (Test date of 11/17/2012) shall be promoted to Lieutenant to supplement the Designated Firefighter position which will then be dissolved.

30.2 Shift Commander / Captains Duties: Assigned to and responding in a command vehicle. (Car-2)

Respond to and serve as Incident Command at all box alarms and still alarms that require the response of two or more companies. The Shift Commander shall not be required to respond to incidents handled by a single company unless he/she is requested to the scene by another Company Officer of the Chief of the Department.

The Shift Commander will be the Incident Commander at all incidents requiring two or more companies. All Lt's, Safety Officers, and out of town companies, report directly to the Incident Commander at all incidents. In the absence of the Chief of Department the Captain is in charge of all Fire Department Operations within the Town of Wakefield unless otherwise stipulated by the Fire Chief.

The Shift Commander is responsible for the daily operation of his / her respective Group or Shift, including staffing, supervision of all on duty members, group training, inspections, apparatus - station inspections and any maintenance programs.

The Shift Commander shall perform residential smoke detector / carbon monoxide inspections & underground tank removal inspections as needed and when available. The Shift Commander will answer or follow up on fire prevention complaints when the Fire Prevention Officer is not available or after business hours. The Shift Commander will not, at any time, be considered an on duty Fire Prevention Officer but if the Fire Chief or Fire Prevention / Code Enforcement Captain request assistance the Shift Commander shall provide assistance as needed to these officers.

The shift Commander shall coordinate the disconnection and re-connection of all fire alarm systems connected to the municipal fire alarm system. The Shift Commander shall ensure that all such fire alarm systems still disconnected at the end of the business day are checked to ensure that they have not been inadvertently left disconnected. Shift Commanders shall verify that fire alarm problems have been corrected by checking status of fire alarm panels.

30.2 Shift Commander / Captains Duties: (cont'd)

The Shift Commander shall, in the absence of the Fire Prevention Officer or Fire Chief, Investigate and follow up on any fire prevention complaints or any conditions that could potentially cause a threat to the public or shift on duty including but not limited to blasting complaints, blocked exits, street closures, construction site issues, checking on fire department details, vacant buildings & other public hazards. Such investigations shall be performed regardless of the time of day to insure the safety of both the public and the on duty department personnel.

The Shift Commander shall take an active role and participate in all building familiarization tours with their respective groups including new construction, major renovation projects or high hazard buildings or areas.

The Shift Commander is responsible for the coordination of all duty watches, day and night, including the overnight watch, in the Dispatch Center. The Shift Commander is responsible for the proper coverage of the dispatch center at all times but will not be required to fill any duty watch.

The Shift Commander will oversee all Group training evolutions and be assisted by the shift Lt's. The WFD training program, as set-up & implemented by the Chief of Department or the Fire Prevention / Code Enforcement Captain shall be overseen by Shift Captains and delivered to the firefighters at the company level by the Lieutenants. The Captain shall ensure that all training is completed in full and that all companies under his/her command are proficient and have completed said training in accordance with all department training programs and operating procedures.

The Shift Commander is responsible for the filling of all details, call-backs and over-time hiring per the contract & shall supervise such unless un-available due to the handling of official Department business in which case the headquarters Lieutenants will handle same.

30.2 Shift Commander / Captains Duties: (cont'd)

The Shift Commander will ensure the timely completion of all daily apparatus check forms and be responsible for the on-duty firefighters ensuring the proper maintenance / up-keep of all apparatus during their respective shift. Each apparatus will be inspected promptly by respective drivers and signed off on by that apparatus' Company Officer (Lieutenant) no later than 0830 hrs. The Shift Commander will ensure completion of all daily station maintenance and ensure that the proper daily station and equipment maintenance & supply lists are completed in a timely & proper manner. The Shift Commander will oversee and ensure that the Houseman has completed the daily radio riding list to include all riding positions & details by 0800 hours. Company Officers shall be responsible for the Radio Riding list being placed on their respective piece of apparatus by 0800 hours.

30.3 Fire Lieutenant's / Company Officer's Duties and Responsibilities:

The Lieutenant is the Company Officer / Supervisor and in command in the absence of the Shift Commander in the House as well as on the scene of an emergency. On the scene of an emergency the Lieutenant is a working supervisor in charge of his / her company, (E1, E2, and L1) & expected to advance lines, perform forcible entry, ventilations, etc. but is also responsible for Incident Command in the absence of the Shift Commander or as the incident dictates. The Lieutenant's shall carefully monitor interior firefighting & rescue operations and report scene conditions and any safety concerns directly to the overall Incident /Shift Commander.

The Lieutenant in charge of E-2 quarters will supervise & assist the firefighter's regarding completion of all daily supply lists & daily house maintenance. They will ensure the timely completion of daily apparatus checklist & radio riding lists by 0830 hrs.

Headquarters Lieutenants will supervise & assist firefighters, under the Shift Commander, in all daily station maintenance, supply lists, & ensure company radio riding list are placed on their apparatus by 0800 hrs.

Headquarters Lieutenants will take a daily watch at the dispatch center & will be placed in the overnight watch rotation as supervised by the Shift Commander.

30.3 Fire Lieutenant's / Company Officer's Duties and Responsibilities:

All Lieutenants will assist & oversee, under the shift commander, and participate fully with their respective Group, in all training evolutions. Lieutenants will be responsible for delivering training at the company level as handed down by the shift commander. Lieutenants shall be present & responsible for all daily inspections with their respective company.

Lieutenants at HQ will oversee the filling of all call-backs, details, and regular overtime when the Shift Commander is not available due to official department business.

The Lieutenant's will choose their station assignment via the Departments "rotation of duty" system as stated in the CBA, based on seniority. There will be no time restriction on bid positions for Lieutenants and they may stay in their bid position if they choose.

Any temporary appointment to the rank of Acting Captain shall be made to a Lieutenant within the group whose name appears on an active list of Lieutenants who have passed the Civil Service Promotional Examination for Captain. In the event that said group in need of an Acting Captain does not have a Lieutenant available in this capacity, said appointment shall be made from the Senior Lieutenant on the group. On a group where more than one Lieutenant is eligible to fill said position, the Chief will assign from the top two (2) Lieutenants per duration or temporary absence on a basis of the higher mark on the civil service eligible list, on an equitable rotation basis. If a need arises to temporarily fill a Captain's position for a period of thirty (30) days or longer, the Chief of the Department shall make a temporary/permanent appointment to "Acting Captain" from the highest mark on the Civil Service eligible list for Captain regardless of the group in which the opening was created. If a tie exists on the Eligible list, the appointment shall be made to the most senior of the members tied, based on their promotion date to Lieutenant.

Article 30.4 Mutual aid districts:

- Engine 1 will handle mutual aid for Reading, Lynnfield, North Reading and all communities North of Wakefield.
- Engine 2 will handle mutual aid for Melrose, Saugus, Lynn, Stoneham and all communities South of Wakefield.

All mutual aid responses will now require immediate call back of one (1) Lieutenant and two (2) Firefighters to man Engine 4. Hiring will be man for man, not to exceed three (3) individuals per company, when any company responds out of town on a mutual aid assignment. This shall include Ladder 1.

The Shift Commander shall not leave town for a mutual aid assignment, unless ordered to do so by the Chief of Department.

The Shift Commander is responsible for and shall fill out entirely the incident reports for all multiple company responses on which he/she is the Incident Commander. Lieutenants and designated firefighters shall fill out the incident report for runs in which their company responds. The houseman shall initiate a report for each incident for the responding officer in charge to fill out. The highest ranking officer on scene shall be responsible for the final report.

Article 30.5 Manning of apparatus:

Chief:	Car 1
Shift Commander:	Car 2 (Captain or Acting Captain)
Engine 1 Company:	Lieutenant & three firefighters when a Group has 12 members on shift Lieutenant & two firefighters when a Group has 11 members on shift
Engine 2 Company:	Lieutenant & two firefighters at all time
Ladder 1 Company:	Lieutenant & two firefighters when a Group has 11 or 12 members on shift Lieutenant & one firefighter when a Group has 10 members on shift
Dispatch:	One firefighter at all times.
Fire Prevention:	Car 3 (Fire Prevention Captain)

Ladder 1 one shall run with a crew of two when the Department shift is staffed at ten firefighters. Engine two will remain staffed with a Lieutenant and two firefighters at all times. Engine One Company will drop from a four-man company to a three-man company with a staffing level of ten, but in no case will Engine 1 ever drop below a three-man company. When the duty shift is at eleven firefighters a third firefighter will be assigned to Ladder 1. When the duty shift is at 12 firefighters a fourth firefighter will be assigned to Engine 1.

The Command vehicle shall never be taken out of service and shall be manned with a Captain or an Acting Captain at all times.

Company Officers positions shall always be maintained by a Lieutenant, Acting Lt, or Designated Firefighter.

Designated Firefighter positions shall always be maintained by D.F. on shift or the senior F.F. on shift until D.F. position is phased out July 1, 2014 & replaced by a Company Officer - Lieutenant.

Wakefield Fire Officer Designations: (subject to change per Chief)

- C-1:** Chief of Department / Vehicle designation Car-1.
- C-2 thru C-5:** Shift Commander / (Captains) by seniority / Vehicle designation Car-2
- C-6:** Fire Prevention / Code Enforcement Captain Car-3
- C-7:** Designation of Acting Captain / Car-2
- L-1 thru L-12:** Company Officers / (Lieutenants) by seniority / Engine 1 (Portable 1)
- L-1 thru L-12:** Company Officers / (Lieutenants) by seniority / Engine 2 (Portable 2)
- L-1 thru L-12:** Company Officers / (Lieutenants) by seniority / Ladder 1 (Portable 3)

Article 30.6 Miscellaneous

All Wakefield Fire Officers (Chief, Captain, and Lieutenants) shall wear work uniforms with their rank clearly displayed. All helmet shields and bunker gear worn by officers shall also clearly display their rank. Work & dress uniforms shall remain per the CBA. Acting officers will not be required to wear marked uniforms.

All Officers positions on each shift shall be filled by overtime as required per the CBA, or by Acting Officer(s) as needed per CBA.

Article 31
Execution of Agreement

In witness whereof,

The Union and the Town of Wakefield have caused this agreement to be signed by their duly authorized representatives on this _____ day of _____, 2020.

Town of Wakefield:

The Board of Selectmen

Wakefield Firefighters Union

Local 1478, IAFF, AFL-CIO

(Town Administrator)

(President)

(Board of Selectman)

(Vice President)

(Board of Selectman)

(Secretary)

(Board of Selectman)

(Bargaining Team)

(Board of Selectman)

(Bargaining Team)

(Board of Selectman)

(Board of Selectman)

Appendix A

Form of Authorization for Payroll Deduction of
Dues and Initiation Fee

By: _____
 (Last Name) (First Name) (Middle Name)

To: _____
 (Employer)

Effective Date: _____

I hereby request and authorize you to deduct from my earnings, once each paycheck, an amount established by the Union as dues. I also request and authorize you to deduct from my earnings, when I first become a member of the Union, an amount established by the Union as initiation fee. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall remain in effect, unless and until I give written notice by certified or registered mail of my desire to revoke this authorization to you and to the Union, in which event this authorization shall expire thirty (30) days subsequent to your receipt and the Union's receipt of said revocation.

Signed: _____

Address: _____

Appendix B

FORM OF AUTHORIZATION FOR PAYROLL DEDUCTION OF
AGENCY SERVICE FEE

By: _____
 (Last Name) (First Name) (Middle Name)

To: _____
 (Employer)

Effective Date: _____

I hereby request and authorize you to deduct weekly from my earnings the agency service fee in an amount equal to Union Dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall remain in effect unless and until I give written notice by certified or registered mail of my desire to revoke this authorization to you and to the Union, in which event this authorization shall expire sixty (60) days subsequent to your receipt and the Union's receipt of said revocation.

Signed: _____

Address: _____

Appendix C
Clothing and Equipment

C.1: Disclaimer

Town shall provide one complete dress uniform as defined below after one year of service as a permanent member of the fire department. Until that time the employee will not be required to wear a dress uniform. The wearing of the standard work uniform shall be mandatory and employees shall not be required to wear dress uniforms to and from work. The work uniform outlined in Appendix C is mandatory. All personnel shall be required by the Chief of Department to wear standard work uniform when on a normal tour of duty. All personnel may be required to produce their dress uniform on a date specified by the Chief of Department so as to demonstrate the condition of said uniform.

C.2: Clothing Allowance

Effective July 1, 2008, the Town shall provide \$700.00 per year (\$750.00 per year for the Fire Prevention Officer) for each employee at the first of each fiscal year; these funds are to be used solely for the purpose of purchase, replacement, maintenance and repair of the dress and work uniform and may include a work badge, service stripes, dress gloves and such protective equipment as may be deemed acceptable by the Health and Safety Committee and the Chief of Department. Effective July 1, 2015, this allowance will be issued in full on the first pay period in July. A firefighter whose date of hire is between January 1st and June 30th shall receive an initial clothing allowance of \$350.00 and will receive a full \$700.00 on July 1st of the same year. A firefighter whose date of hire is between July 1st and December 31st shall receive an initial clothing allowance of \$700.00 and will be eligible for a full \$700.00 on the following July 1st.

C.2: Clothing Allowance:

Effective July 1, 2018, this language will be removed in lieu of a one-time base-pay increase of \$850.00.

C.3: Dress Uniform

C.3.a: Officers: The officers dress uniform will consist of a Class A and a Class B uniform as follows:

“Class A” Dress Uniform:

The officers “Class A” Dress Uniform shall consist of Navy Blue (double breasted) blouse with matching pants. Long sleeve white button-up dress shirt (“Flying Cross” brand or equivalent,) black dress shoes, black uniform belt, black tie, and white leather dress hat.

Blouse and dress shirt shall have the department patch on the left sleeve. Optional: EMT patch or red, white, and blue American flag patch; right shoulder appropriate, with yellow trim on the right sleeve.

Badge shall be worn on left breast of both the blouse and the dress shirt in preexisting badge holder.

Service tabs shall be worn on both sleeves of the blouse. Each tab shall indicate 5 years of service and shall be silver in color. These tabs shall be worn above and perpendicular to the rank stripe at the bottom of the sleeve near the wrist. (Fence style)

Lapel badges shall be worn on the upper lapel of the blouse. Angled slightly, with the horn of the bugle down and facing away from the center.

“Class A” dress shirt shall be long sleeve, have a collar pin indicating rank (One bugle for Lieutenants and two bugles for Captains) centered, and one inch from the point of the collar. These shall be silver in color.

Officers “Class B” Dress Uniform:

The officers “Class B” dress uniform shall consist of Navy blue dress pants, (NO BLOUSE,) short-sleeve white button-up dress shirt (“Flying Cross” brand or equivalent,) black dress shoes, black uniform belt, and white leather dress hat with appropriate rank badge. Dress shirt top button should not be buttoned. NO TIE SHALL BE WORN WITH THE SHORT SLEEVE DRESS SHIRT.

“Class B” Dress shirt shall have the department patch on the left sleeve. Optional: EMT patch or red, white, and blue American flag patch; right shoulder appropriate, with yellow trim on the right sleeve.

“Class B” dress shirt shall have a collar pin, indicating rank (One bugle for Lieutenants and two bugles for Captains) centered, and one inch from the point of the collar. These shall be round, red in color, with a white or silver bugle(s) appropriate to rank.

C.3. b: Firefighters:

The firefighters dress uniform will consist of a Class A and a Class B uniform as follows:

Firefighters “Class A” Dress Uniform:

The Firefighters “Class A” Dress Uniform shall consist of Navy Blue (double breasted) blouse with matching pants. Long sleeve blue button-up dress shirt (“Flying Cross” brand or equivalent,) black dress shoes, black uniform belt, black tie, and Navy blue dress hat.

Blouse and dress shirt shall have the department patch on the left sleeve. Optional: EMT patch or red, white, and blue American flag patch; right shoulder appropriate, with yellow trim on the right sleeve. Blouse shall also have a red stripe sewn around both wrists in the same location as the lieutenants’ blouse.

Badge shall be worn on left breast of both the blouse and the dress shirt in preexisting badge holder.

“Class A” dress shirt shall have a collar pin, Firefighter scramble design, centered, and one inch from the point of the collar. These shall be silver in color.

Service tabs shall be worn on both sleeves of the blouse. Each tab shall indicate 5 years of service and shall be red in color. These tabs shall be worn above and perpendicular to the bottom of the sleeve near the wrist. (Fence style)

Lapel badges (Firefighter Scramble; 1 5/8 inches) shall be worn on the upper lapel of the blouse, angled slightly, with the scramble facing away from the center.

Firefighters “Class B” Dress Uniform:

The Firefighters “Class B” Dress uniform shall consist of Navy blue dress pants, (NO BLOUSE,) short-sleeve light blue button-up dress shirt (“Flying Cross” brand or equivalent,) black dress shoes, black uniform belt, and Navy blue dress hat with appropriate badge. Dress shirt top button should not be buttoned. NO TIE SHALL BE WORN WITH THE SHORT SLEEVE DRESS SHIRT.

“Class B” dress shirt shall have the department patch on the left sleeve. Optional: EMT patch or red, white, and blue American flag patch; right shoulder appropriate, with yellow trim on the right sleeve.

“Class B” dress shirt shall have a collar pin, scramble design, centered, and one inch from the point of the collar. These shall be round, red in color, with a white or silver scramble design.

Dress Uniform; Female Members:

Female members may wear a dress skirt, navy blue in color in lieu of the approved dress pants. This skirt shall be one of the following:

- A-line skirt with a single center front pleat; Navy Blue in color. (Approximately knee length)
- Straight line with back overlap slit; Navy blue in color. (Approximately knee length)
- Female members may substitute a black, cross-scarf tie in lieu of the black necktie.

C.4: Work Uniform

C.4. a: Officers: The officers **work** uniform shall consist of the following:

The officers’ work uniform shall consist of navy blue fire department or EMS pants, black shoes or boots and a black belt. Officers shall wear either a gray long or short sleeved tee shirt or a gray long or short sleeved polo shirt. Shirts must be of cotton blend display the appropriate department logo and the officer’s rank.

Officers may wear a gray 1/4 zip pullover, crew neck sweatshirt or hooded sweatshirt with the appropriate department logo and rank displayed above the logo on the left breast. The hooded sweatshirt shall not be worn outside of the station unless authorized by the Chief of the department or his designee.

Officers may wear a navy blue vinyl jacket. Jacket must have the appropriate department patch on the left sleeve. Optional EMT patch or American flag patch can be displayed on the right shoulder.

C.4.b: Firefighters: The firefighters work uniform shall consist of the following:

The firefighter work uniform shall consist of navy blue fire department or EMS pants, black shoes or boots and a black belt. Firefighters shall wear a blue short or long sleeved tee shirt or polo shirt of a cotton blend with appropriate department logo displayed.

Firefighters may wear a blue 1/4 zip pullover, crew neck sweatshirt or hooded sweatshirt with appropriate department logo. The hooded sweatshirt shall not be worn outside of the station unless authorized by the Chief of the department or his designee.

Firefighters may wear the same navy blue vinyl jacket as authorized for the officers with all appropriate logos displayed.

C.4.c: Effective July 1, 2021, the polyester/wicking long and short sleeved tee shirt and polo shirt shall no longer be authorized for wear by officers/firefighters while on duty.

C.5: Protective Equipment

The Town shall provide protective equipment for all employees. This equipment shall be issued to all new employees as they are appointed and shall be made available as needed for initial use or replacement to members previously appointed.

- 1) Protective coat equipped with reflective striping.
- 2) Standard firefighters helmet with liner, earflaps, department front piece and protective face shield.
- 3) Bunker pants with suspenders.
- 4) Knee length boots to go with bunker pants, with steel inner soles.
- 5) Work gloves and protective hood.