

**AGREEMENT**

**BETWEEN THE**

**TOWN OF ACTON, MASSACHUSETTS**

**AND**

**ACTON PERMANENT FIREFIGHTERS LOCAL #1904,**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

**2005-2008**

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ATTACHMENTS - Letters dated 6/25/97 and 5/13/88

## **PREAMBLE**

This Agreement between the Town of Acton, hereinafter called the "Town," and the Acton Permanent Firefighters Local # 1904, I.A.F.F., AFL-CIO, hereinafter called the "Union", is designed to promote and maintain a harmonious relationship between the Town and employees who are covered by this Agreement. The term "Unit Member" shall be defined as a member of the Bargaining Unit as established by the Labor Relations Commission.

**ARTICLE 1**  
**RECOGNITION OF THE UNION**

The Town hereby recognizes the Union as the sole and exclusive representative and bargaining agent for all the Town's uniformed Fire Department employees, exclusive of the Fire Chief, Deputy Fire Chief, Dispatchers, probationary employees for the first six months and temporary employees.

**ARTICLE 2**  
**MISCELLANEOUS RIGHTS**

Section 1: The Town will provide suitable meals and/or beverages under certain emergency situations. These benefits would be provided in cases of a call out or on-duty shift being held over either in quarters or at the scene of an emergency, when the application of this benefit is deemed reasonable by the Fire Chief.

Section 2: The Town shall deduct Union dues and assessments upon the receipt of authorization by members of Local #1904, who shall sign designation cards supplied by the Union. The Town shall promptly forward to the Treasurer of the Union all monthly deductions.

Section 3: Any member of the bargaining unit who chooses not to join the Union shall pay an Agency Fee in the amount as established by the Union pursuant to G.L. c. 150E, section 12.

Section 4: The Town shall provide space in each fire station for the Union to mount and maintain a bulletin board. The purpose of such bulletin boards is to display non-inflammatory material pertaining to Union business. Information on bulletin boards shall be restricted to notices signed by designated representatives of the Union related to recreational or social activities of the Union, notices of elections, appointments, and results of elections and notices of meetings. The Union shall provide a list of its designated representatives to the Town on an annual basis and whenever a change occurs during the year.

Section 5: The primary function of the Unit Members is to perform duties related to firefighting, emergency medical response, fire prevention, rescue work, or care and maintenance of equipment and apparatus and normal maintenance of fire department buildings. All of the aforementioned duties will be performed under safe working conditions. In unusual or emergency situations as determined by the Fire Chief, Town Manager, or their designees, Unit Members may be assigned other duties as appropriate.

Section 6: The Town recognizes the need to provide adequate training to all new temporary and probationary employees and is committed to insure all new employees are trained in the proper department procedures, Regulations and Rules and use of departmental equipment. The Fire Chief shall be responsible for insuring all new recruits are provided with training to meet the above stated goals.

Section 7: All new employees shall be provided with a copy of the Department's rules and regulations, and information which describes their salary and benefits.

Section 8: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose or arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 9: Hiring and Promotion Policy: The policy to be used in the hiring and promotion of employees will be made available to all Fire Department members and potential employees prior to the selection or promotion of employees by the Town Manager.

Section 10: There shall be no discrimination based upon age, sex, handicap, national origin, race, or creed.

Section 11: The Town's harassment policy shall be made available to all unit members. The Town shall observe the following guidelines in the application of the harassment policy:

1. Any complainant, respondent, or witness may request union representation at any stage of the implementation of the policy;
2. The Town's policy shall be the exclusive procedure to resolve harassment complaints;
3. Any discipline imposed under the policy will remain subject to Article 16 (Discipline and Discharge);
4. The resolution of each written complaint will be communicated in writing to the complainant and to the respondent.

Section 12: An Employee shall serve a probationary period of twelve months after initial appointment to the Department as a full time employee. The provisions of Article 16 (Discipline and Discharge) shall not apply to probationary employees during this twelve (12) month period.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

This Agreement shall not be construed to violate any federal, state, county or municipal law, nor shall anything in this Agreement be interpreted as diminishing the right of the Town, Town Manager, or Chief to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted except as may otherwise be specifically spelled out in this Agreement.

**ARTICLE 4**  
**NO STRIKE CLAUSE**

The Union shall neither cause nor counsel its members to strike. Nor shall it in any manner cause them either directly or indirectly to commit any considered acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the Town. Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately in writing order such members to cease such practices and return to work. The Town Manager and Fire Chief are to receive a copy of each such written notice. Any failure of the Union to carry out the provisions of this section shall be deemed in violation of this Agreement, and the Town may invoke appropriate legal proceedings. All of the above "No Strike" provisions shall continue in full force after the termination of this agreement generally, until the parties reach an agreement successor to this one.

**ARTICLE 5**  
**HOURS OF DUTY AND OVERTIME**

Section 1: The hours of scheduled duty shall not exceed an average of forty-two (42) hours per week, exclusive of hours during which a member may be summoned and kept on duty because of an emergency, sick leave, or vacation coverage. Any such additional hours worked in excess of the hours of scheduled duty in any work week shall be classified as contract overtime and paid at the rate of one and one-half (1½) times the normal rate. All overtime, for whatever reason, shall be distributed to Unit Members using a procedure that is acceptable to the Union. Subject to Section 6 below, employees who are out sick can voluntarily work an overtime shift or detail at anytime after said sick time, and can also be ordered to do so by the Fire Chief or Officer in Charge.

The parties agree that the Town has adopted a work period of 212 hours within a 28-day cycle for the payment of overtime pursuant to the Fair Labor Standards Act. Sick leave, vacation, personal leave, bereavement leave, line of duty injury leave, swaps and any other paid leave and time not worked shall not be considered hours worked for the purposes of calculating overtime under the Fair Labor Standards Act. The Fair Labor Standards Act regular rate shall be determined pursuant to FLSA regulations and calculated on July 1 each year.

Section 2: Each "Call-out" falling into the overtime category will be considered to constitute a minimum of three (3) hours work.

Section 3: The work schedule shall be the 24-hour schedule, which shall be comprised of a day shift of ten (10) hours commencing at 7:00 A.M. followed by a night shift of fourteen (14) hours commencing at 5:00 P.M.

- A. The 24-hour schedule will commence at 7:00 A.M. on July 1, 2005. The Town will be relieved of any overtime obligation that might be otherwise incurred because of the change to the 24-hour schedule.
- B. The 24-hour schedule will retain the same day and night shifts currently provided by the contract for all contractual purposes, including, but not limited to, vacation, sick-leave, bereavement,

personal days, and overtime. [For example, employees will be permitted to select one day shift or one night shift of sick leave and overtime will be offered as single day or night shifts.] The change in schedule shall be administered so that there is no windfall for either party. The parties agree to meet to review the collective bargaining agreement to determine whether any language changes must be made to implement the 24-hour shift.

C. The 24-hour schedule will conform to the following pattern of shifts:

	<u>DAY OF WORK CYCLE</u>							
	1	2	3	3	5	6	7	8
Day Shift	X		X					
Night Shift	X		X					
		0		0	0	0	0	0

Section 4: No uniformed Fire Department employee shall be required to work three (3) or more consecutive shifts except under emergency circumstances declared by the Chief of the Department.

Section 5: An employee shall be paid for an entire shift when a shift replacement constitutes a minimum of one-half (1/2) of said shift.

Section 6: Effective upon funding of the award, an employee who has used five (5) or more shifts of sick leave in a fiscal year shall be precluded for the remainder of the fiscal year from working overtime or details during the three (3) days (72 hours) following return to work from sick leave. Documented long term sick leave (lasting ten (10) or more consecutive shifts) shall not count towards the five (5) shifts which cause the preclusion of overtime and details.

**ARTICLE 6**  
**EXCHANGE OF DUTY HOURS**

The Fire Chief may grant similarly qualified employees an exchange of hours of duty or days off. The Fire Chief must receive appropriate notice prior to granting such exchange.

**ARTICLE 7**  
**HOLIDAYS**

Section 1: Recognized holidays shall include: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas and Christmas Eve (5:00 P.M. - 7:00 A.M., under the terms specified in Section 2) and any other full Holiday granted by the Federal or State governments or Board of Selectmen.

Section 2: When an employee does not work on a holiday, he shall be paid for such holiday at a rate of one - fifth (1/5) of his basic weekly salary (Holiday B). When an employee works on a holiday he shall receive holiday pay for such day at a rate of one-fourth (1/4) his basic weekly

salary (Holiday A); except only those employees who do work on the Fourth of July, Thanksgiving Day and Christmas Day may elect to take the time off in lieu of holiday pay. The Christmas Eve shift (5:00 P.M. - 7:00 A.M.) will be paid as a Holiday A for those employees who work that shift, provided none of them work and receive Holiday A pay on Christmas Day.

Section 3: Time off in lieu of holiday pay shall constitute a regular tour of duty or regular shift.

## **ARTICLE 8** **VACATIONS**

Section 1: There shall be two (2) weeks paid vacation after one (1) year of service. There shall be three (3) weeks paid vacation after five (5) years of service. There shall be four (4) weeks paid vacation after ten (10) years of service. There shall be five (5) weeks paid vacation after twenty (20) years of service.

Section 2: A vacation week shall be defined as a calendar week, however, at the discretion of the Chief of the Department four (4) vacation weeks per year may be taken in shift segments which do not exceed a total of one hundred sixty-eight (168) hours.

Section 3: A Unit Member may not take vacation or holiday time on Christmas Eve, Christmas or Thanksgiving if he is normally scheduled to work a shift on those days unless another employee has voluntarily agreed to cover the shift.

Section 4: Vacation shall be granted by the Fire Chief, at such time as, in his opinion, will cause the least interference with the performance of the regular work of the department, but taking into account, as far as possible, the preferences of the individual Unit Member. Vacations earned as of July 1 must be scheduled and taken on or before June 30 of the same fiscal year. No employee may be required or permitted to forego his vacation and receive extra pay in lieu thereof.

Section 5: Upon the death of a Unit Member who is eligible for a vacation under the provisions of this section, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned in the vacation year prior to the employee's death, but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which the Unit Member died, up to the time of his separation from the payroll.

Section 6: Unit Members who are eligible for vacation under these rules and whose services are terminated by dismissal, retirement, by entrance into the armed forces, or resignation shall be paid an amount equal to the vacation allowance earned, and not granted, in the vacation year prior to such dismissal, retirement or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned but not used in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred, up to the time of the Unit Member's separation from the payroll.

Section 7: Absences on account of sickness in excess of that authorized under the rules therefor, or for personal reasons not provided for under sick leave may, at the request of the Unit Member, and the approval of the Fire Chief, be charged to vacation leave.



**ARTICLE 9**  
**SAFETY**

Section 1: A safety committee consisting of four (4) members of the Union, and headed by the Fire Chief or his designee, shall be responsible to recommend to the Fire Chief the safe working conditions of the members and equipment of the Acton Fire Department. The Safety Committee will meet as needed, but not less often than once each quarter.

Section 2: There shall be a minimum of two (2) permanent firefighters, per piece of fire apparatus for the initial response. For the purpose of this section, initial response is defined as that level of response normally assigned to a given emergency situation and as determined by the Chief. Fire apparatus as referred to above in the initial response would include engines, ladder trucks, rescue trucks and ambulances. The manning level referenced above will apply only to the primary or "first due" apparatus.

**ARTICLE 10**  
**CLOTHING AND EQUIPMENT ALLOWANCE**

Section 1: The Town shall provide clothing to Unit members on an as needed basis, exclusive of the initial issue, protective gear, and job related losses. The department shall be responsible for ordering and making payment for uniforms on an as needed basis according to procedures developed by the Chief.

Section 2: The Town will provide protective clothing and other equipment as may be reasonably required to protect the safety of employees as determined by the Fire Chief. Only authorized protective clothing issued by the Town can be worn. The Safety Committee as provided in Article 9 may recommend changes which affect the safe working conditions of the employees.

Section 3.: The current initial issue subject to Section 2 shall consist of:

***INITIAL CLOTHING ISSUE***

**WORK UNIFORMS**

1. Pants - 2 pair
2. Shirts - 2 long sleeve, 2 short sleeve, Shoes or Combat Boots - 1 pair  
Summer Jacket or Winter Jacket, Tie
3. Belt
4. Hat Badge
5. Shirt Badge
6. Shoulder Patches (fire & EMT as needed), Watch Cap
7. Coveralls
8. T-shirts - 4
9. EMT Summer or Winter Jackets, Winter Mittens
10. DRESS UNIFORMS - (subject to available funds) Pants - 1 pair
11. White Gloves - 1 Pair
12. Dress Hat

***PROTECTIVE CLOTHING***

- 13. Helmet
- 14. Turnout Ensemble
- 15. Short Boots
- 16. Long Boots (the Chief will provide a pair of waders at each station and in the captain's car) Gloves
- 17. P.A.S.S. Device
- 18. S.C.B.A. Mask

Employees shall be issued necessary protective clothing as soon as possible after being hired. The department will issue turnout gear to new hires prior to assigning them to emergency response or to training which require proper protective gear. A complete initial issue shall be made within ninety (90) days of the completion of an employee's probationary period, unless circumstances beyond the Town's and Fire Department's control preclude issue of any of the above listed items within this period. In any event, all employees will have protective clothing and other equipment as may reasonably be required to protect the safety of all employees.

Section 4.: The Town shall replace personal property of Unit Members up to a maximum of \$100 for any personal property destroyed while in performance of duty, and the Chief may, at his discretion, approve a higher amount in special cases.

**ARTICLE 11**  
**LEAVE**

Section 1: Sick Leave: All Unit Members shall be credited with one and one quarter (1¼) shifts of sick leave upon the completion of each full month of service. Sick leave credited to the Unit Member but not used will accumulate up to a maximum of one hundred forty (140) shifts.

If a single, continuous, prolonged illness exhausts a Unit Member's accumulated sick leave, a Unit Member may be given an additional two (2) shifts of sick leave for each shift of regular sick leave accumulated as of the date of the prolonged illness, if necessary, up to a maximum of an additional one hundred forty (140) shifts, on the recommendation of the Fire Chief with the approval of the Town Manager. That is, a Unit Member having accumulated fifty (50) shifts at the commencement of a prolonged illness would be eligible for an additional one hundred (100) shifts of extended sick leave. A Unit Member with seventy (70) or more shifts of accumulated sick leave would be eligible for the maximum benefit of an additional one hundred forty (140) shifts. The Town Manager supports the principal that the Chief can request, but not himself grant, extended sick leave. Such a request could be made in the case of a recurrence or second illness after substantial or complete exhaustion of available sick leave. In all cases, the Town Manager's decision shall be final. A written statement from the Unit Member's doctor on the nature and probable duration of the illness shall be required. If extended sick leave is given, the employee will have an accumulation of zero (0) sick shifts on his/her return to work.

Sick leave may be used only for illness or injury to the Unit Member, and only while in the employment of the Town. No sick leave accumulations may be considered as a basis for payment upon termination of employment. In order to be eligible to be granted sick leave, the Unit Member must notify the Fire Chief of his/her sickness or injury, time expected to be

incapacitated, and when he/she expects to return to work. The Fire Chief is expected to check on such absences and to check with the doctor and to obtain the doctor's certification if, in his/her judgment, the situation demands such certification. If requested, the Unit Member will provide an appropriate authorization to permit the release of his/her medical records related to that illness or injury.

Section 2: Personal Leave: The Fire Chief may authorize excused absences with pay up to a maximum of three (3) working shifts during a fiscal year for unforeseen or unusual situations requiring the absence of a Unit Member for all or a portion of a working shift.

*No retroact  
they get (3)  
no matter when  
they start*

Section 3: Death of a Relative: Payment will be made for lost time up to three (3) shifts because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

Individual consideration may be given by the Town Manager for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.

Section 4: Military Leave: A Unit Member shall be entitled to a leave of absence during the time of his compulsory service in the armed forces of the Commonwealth or during a compulsory annual tour of duty as a member of the reserve component of the armed forces of the United States, the leave not exceeding seventeen days in either case, and shall receive the difference between his base pay for such service and his regular rate of compensation from the Town. He shall also be entitled to the same leaves of absence or vacation with pay given to other like employees. All military leave shall be consistent with the Massachusetts General Laws.

The employee must present his military orders to the Fire Chief for inspection.

Section 5: Court Leave: A Unit Member who is called for jury duty or summoned on behalf of the Town shall be granted court leave. If the jury fees or witness fees amount to less than the employee's regular rate of compensation, he shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Fire Chief upon receipt of summons.

When a Unit Member has been granted court leave and is excused by proper court authority, he shall report back to his official place of duty whenever the interruption in said service will permit four (4) or more consecutive hours of employment during the hours of his scheduled tour of duty.

Section 6: Leave Without Pay: A general leave without pay may be granted to a Unit Member for up to one (1) year.

A Unit Member requesting a general leave must submit to the Fire Chief the request stating the reason and exact duration of leave.

During general leaves without pay no fringe benefits will accrue or be granted. Unit Members on leave will be allowed to maintain health and insurance coverage, provided the employee pays the entire cost of these benefits.

All such leaves shall be granted at the discretion and approval of the Fire Chief and Town Manager.

Section 7: Family Medical Leave Act: The Town agrees to abide by the terms of the Family Medical Leave Act and to apply the terms of this agreement in a manner consistent with the Act.

**ARTICLE 12**  
**INJURY AND DEATH BENEFITS IN THE LINE OF DUTY**

Section 1: Any Unit Member covered by this agreement who is injured in the performance of his duty without fault of his own shall receive the benefits that are provided in Chapter 41, Section 111-F of the General Laws.

Section 2: The family of any Unit Member covered by this agreement who is killed in the line of duty without fault of his own shall be eligible for death benefits including all funeral costs and the acquiring of a cemetery plot in Acton providing such costs are not already covered by the family.

**ARTICLE 13**  
**HEALTH INSURANCE**

Section 1: Effective thirty (30) days after the funding of the award, the Town shall bear 85% of the cost of Blue Cross-Blue Shield Master Health Plus or the equivalent health insurance policy, the 15% Unit Member share of the premium shall be deducted from the Unit Member's salary, on a pre-tax basis.

Section 2: In accordance with Chapter 32B of the General Laws, as amended, the Town will offer a Health Maintenance Organization option for hospitalization and surgical coverage. The Town's share of the premium costs shall not exceed the equivalent rate under this Group Health Insurance Program.

Section 3: If the Town changes its health insurance, no lapse of coverage shall occur.

Section 4: The Union shall be provided with a copy of the insurance policy in effect.

Section 5: The following existing health insurance plans will remain in effect:

- A. Blue Cross/Blue Shield Master Health Plus, Family and Individual.
- B. Blue Cross - HMO Blue, Family and Individual.
- C. Harvard Pilgrim Health Plan, Family and Individual.

The Town shall have the right at any time to offer a health insurance plan in addition to those listed above without obligation to bargain further with the Union. The Existing plans will continue to be available and participation in any new plan will be at the employee's option.

Section 6: Flex Plan: Effective July 1, 2006 the Town's Flexible Insurance Plan will be made available to the Firefighters. Options, Policies, contribution rates, benefits, etc., -- other than those specified in "Article 13 - Health Insurance" - are to be offered at the sole discretion of Management.

## **ARTICLE 14** **SENIORITY RIGHTS**

Section 1: Definition: Seniority is defined as the length of continuous service from an employee's date of full - time appointment to the Department.

Section 2: Vacations and Working Schedules: In all cases seniority shall prevail in selecting vacations and working schedules. All overtime shall be offered according to the Department seniority list. The list will be available at all times for Union review. In the event that a vacancy exists in an existing work schedule and is not filled because of refusal to work or lack of interest to work by off-duty firefighters, the firefighters having the least seniority shall be ordered back to work.

Section 3: Layoffs: All layoffs shall be by seniority, that is, the least senior employee shall be the first laid off. Any employee laid-off shall be offered for a period of two years any new opening according to their seniority at the time of the layoff. If reinstated, employees will be credited with length of continuous service from the employee's appointment of full time service to the department and the number of accumulated sick days earned as of the date of layoff.

## **ARTICLE 15** **UNION BUSINESS LEAVE**

Section 1: The members of the Union Negotiating Committee, not to exceed three Unit Members, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2: The President or Vice President and the Secretary/Treasurer will be granted leave from duty with full pay to attend union meetings. If the President is unable to attend a scheduled meeting, the Vice President shall be granted time off from duty with full pay to attend such meeting.

## **ARTICLE 16** **DISCIPLINE AND DISCHARGE**

Section 1: No disciplinary action, including suspension or discharge shall be imposed without just cause. Except in circumstances requiring immediate action, the Town will notify the employee in writing prior to the suspension, demotion or discharge.

Section 2: If the Union desires to contest the discharge, demotion or suspension, it shall give written notice thereof to the Town within five (5) consecutive days from the date of receipt of notice of discharge, demotion or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth.

Section 3: Under no circumstances will a member of the Union without his consent be required to work for no pay as a result of any disciplinary action.

Section 4: A Unit Member will have the right to have a union officer or other unit member on duty present at any investigatory interview that could lead to discipline of the unit member.

## **ARTICLE 17** **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1: The purpose of this Article is to establish a procedure for resolution of grievances. A "Grievance" shall mean a dispute concerning the interpretation or application of this agreement. All such grievances will be handled as provided in the article and filed on the form attached hereto. If a grievance is once settled or if it is not presented within the time limits provided below, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder. If the Town or its representatives fail to answer a grievance within the limits provided below, such action shall be considered a denial of the grievance.

Section 2: The following procedures are established for the resolution of grievances.

Step 1. The employee or the Union must notify the Chief in writing of the grievance within seven (7) calendar days after the occurrence of the matter which gave rise to the grievance or the time when the employee or the Union actually had or reasonably should have had knowledge of such occurrence. The grievance shall be signed by the aggrieved employee and/or by a representative of the Union and should contain the following information:

- a) A statement of the grievance which states that part of the agreement which has been violated;
- b) A statement of remedial action or relief sought;
- c) A statement of the reasons why the aggrieved believes the remedy should be granted.

The grievance committee of the Union and the Chief shall meet within seven (7) calendar days and attempt to resolve the grievance. Within seven (7) calendar days thereafter, the Chief shall render in writing his decision in the matter. Such written decision shall be addressed to the Union with a copy to the aggrieved, and the Town Manager of the Town of Acton.

Step 2. Should the grievance remain unsettled after the decision of the Chief, the grievance may be submitted by the Union to the Town Manager or his designee within ten (10) calendar days after the decision of the Chief is due. The Town Manager will meet with the Union within fourteen (14) calendar days after the submittal in an attempt to resolve the grievance and within seven (7) calendar days after the meeting answer the grievance in writing.

Step 3. Should the grievance remain unsettled after the decision of the Town Manager, the Union may, within fourteen (14) calendar days after the answer of

the Town Manager is due, submit the grievance to arbitration, by written notice to the Town Manager. If the parties are unable to agree on the selection of an arbitrator, the Union may request the American Arbitration Association to aid in the selection of an arbitrator pursuant to its Rules and Regulations.

Section 3: Arbitration proceedings shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

Section 4: The grievance as stated at Step 1 shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The arbitrator shall not have the right to add to, detract from, or in anyway alter provisions of this agreement. The award of the arbitrator shall be final and binding on the parties.

Section 5: The Town and the Union shall have the right to require arbitration.

Section 6: Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the parties.

Section 7: The time limits established by this article may be extended by mutual consent of those parties participating at each step in the grievance and arbitration procedure.

## **ARTICLE 18** **EDUCATIONAL INCENTIVE**

Section 1: Each employee with a minimum of nine (9) months service shall receive, as a reward for furthering his/her education in the field of fire science, on July 1st and January 1st of the fiscal year covered by this agreement a sum equal to one-half (1/2) the below specified annual rate for which he/she would qualify on such date in accordance with the following schedule:

Effective July 1, 2002:

\$17 per credit hour, starting at a minimum of 10 credits (\$170), with a maximum of 100 credits.

120 Credits (B.A./B.S. Degree) \$1,900.

150 Credits (M.A./M.S. Degree) \$2,300.

Section 2: All semester credits shall be earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

Section 3: Employees with a minimum of nine (9) months service shall receive as a reward for taking certified non-college programs on July 1st and January 1st of the fiscal year covered by this agreement a sum equal to one-half (1/2) the amounts stated in Section 1 with each fifteen (15) training hours equal to one (1) college credit. All courses taken under this program must be preapproved by the Chief, certified and taken on the employees own time. The recruit course and any course taken more than once shall not qualify.

Section 4: The lump sum payments specified in Section 1 shall not be added to an employee's base salary for purposes of computing contract overtime, premium pay or other benefits. The total benefits paid under Section 1 may not exceed \$2,300. The total benefits paid under Section 1 and Section 3, if combined, may not exceed \$2,300. The total benefits paid under Section 3 may not exceed \$1,500.

Section 5: The Town will provide the necessary books, or funds for such, for each Unit Member enrolled in fire science courses.

**ARTICLE 19**  
**LONGEVITY**

All employees covered by this contract shall receive longevity pay as provided below:

- a) Subject to satisfactory job performance as determined by the Fire Chief according to an annual evaluation to be conducted in accordance with Article 21. Performance ratings may be appealed to a 2 member committee consisting of a representative of the Town Manager and the Fire Chief or designee.
- b) Payments shall be made annually as a separate check on the first pay period after July 1st for years of continuous service as a permanent firefighter that will be attained in the fiscal year in which the payment is made according to the schedule below:

<u>Years of Service</u>	<u>Amount</u>
5 years 60	\$ 250. 61 - 119
10 years 120	\$ 500. 120 - 179
15 years 180	\$ 750. 180 - 239
20 years 240	\$1,000. 240 - 999



**ARTICLE 20  
SALARIES**

Section 1:

**FIRE ANNUAL SALARY SCHEDULE**

**SALARY INCREASE CALCULATION: Multiply the Current Annual Rate by the COLA Increase**

**BI-WEEKLY RATE CALCULATION: Divide the Annual Rate by 26 Weeks**

<b>DAILY RATE CALCULATION:</b>		<b>Divide the Bi-Weekly Rate by 10 Days</b>				
<b>HOURLY RATE CALCULATION:</b>		<b>Divide the Daily Rate by 8.4 Hours</b>				
<b>EFFECTIVE JULY 1, 2005 through DECEMBER 31, 2005 (2.0%)</b>						
CODE	EMPLOYEE	CLASS PAYMENT	STEP A	STEP B	STEP C	STEP D
F-1	FIREFIGHTER	HOURLY	\$ 17.7622	\$ 18.7765	\$ 19.7909	\$ 20.8048
		BI-WEEKLY	\$ 1,492.02	\$ 1,577.23	\$ 1,662.44	\$ 1,747.60
		ANNUALLY	\$38,792.52	\$41,007.98	\$43,223.44	\$45,437.60
F-2	LIEUTENANT	HOURLY	\$ 21.4287	\$ 21.8106	\$ 22.1925	\$ 22.5741
		BI-WEEKLY	\$ 1,800.01	\$ 1,832.09	\$ 1,864.17	\$1,896.22
		ANNUALLY	\$46,800.26	\$47,634.34	\$48,468.42	\$49,301.72
F-3	CAPTAIN	HOURLY	\$ 23.2513	\$ 23.8917	\$ 24.5319	\$ 25.1726
		BI-WEEKLY	\$ 1,953.11	\$ 2,006.90	\$ 2,060.68	\$ 2,114.50
		ANNUALLY	\$50,780.86	\$52,179.40	\$53,577.68	\$54,977.00

**SALARY INCREASE CALCULATION: Multiply the Current Annual Rate by the COLA Increase**

**BI-WEEKLY RATE CALCULATION: Divide the Annual Rate by 26 Weeks**

<b>DAILY RATE CALCULATION:</b>		<b>Divide the Bi-Weekly Rate by 10 Days</b>				
<b>HOURLY RATE CALCULATION:</b>		<b>Divide the Daily Rate by 8.4 Hours</b>				
<b>EFFECTIVE JANUARY 1, 2006 through JUNE 30, 2006 (2.0%)</b>						
	EMPLOYEE	CLASS PAYMENT	STEP A	STEP B	STEP C	STEP D
F-1	FIREFIGHTER	HOURLY	\$ 18.1174	\$ 19.1521	\$ 20.1867	\$ 21.2209
		BI-WEEKLY	\$ 1,521.86	\$ 1,608.78	\$ 1,695.68	\$ 1,782.56
		ANNUALLY	\$39,568.36	\$41,828.28	\$44,087.68	\$46,346.56
F-2	LIEUTENANT	HOURLY	\$ 21.8573	\$ 22.2468	\$ 22.6364	\$ 23.0255
		BI-WEEKLY	\$ 1,836.01	\$ 1,868.73	\$ 1,901.46	\$ 1,934.14
		ANNUALLY	\$47,736.26	\$48,586.98	\$49,437.96	\$50,287.64
F-3	CAPTAIN	HOURLY	\$ 23.7163	\$ 24.3695	\$ 25.0225	\$ 25.6761
		BI-WEEKLY	\$ 1,992.17	\$ 2,047.04	\$ 2,101.89	\$ 2,156.79
		ANNUALLY	\$51,796.42	\$53,223.04	\$54,649.14	\$56,076.54

**SALARY INCREASE CALCULATION: Multiply the Current Annual Rate by the COLA Increase**  
**BI-WEEKLY RATE CALCULATION: Divide the Annual Rate by 26 Weeks**

<b>DAILY RATE CALCULATION: Divide the Bi-Weekly Rate by 10 Days</b> <b>HOURLY RATE CALCULATION: Divide the Daily Rate by 8.4 Hours</b>						
<b>EFFECTIVE JULY 1, 2006 through JUNE 30, 2007(1.25%)</b>						
ODE	EMPLOYEE	CLASS PAYMENT	STEP A	STEP B	STEP C	STEP D
F-1	FIREFIGHTER	HOURLY	\$ 18.3439	\$ 19.3915	\$ 20.4390	\$ 21.4862
		BI-WEEKLY	\$ 1,540.89	\$ 1,628.89	\$ 1,716.88	\$ 1,804.84
		ANNUALLY	\$40,063.14	\$42,351.14	\$44,638.88	\$46,925.84
F-2	LIEUTENANT	HOURLY	\$ 22.1305	\$ 22.5249	\$ 22.9193	\$ 23.3134
		BI-WEEKLY	\$ 1,858.96	\$ 1,892.09	\$ 1,925.22	\$ 1,958.33
		ANNUALLY	\$48,332.96	\$49,194.34	\$50,055.72	\$50,916.58
F-3	CAPTAIN	HOURLY	\$ 24.0128	\$ 24.6741	\$ 25.3353	\$ 25.9970
		BI-WEEKLY	\$ 2,017.08	\$ 2,072.62	\$ 2,128.17	\$ 2,183.75
		ANNUALLY	\$52,444.08	\$53,888.12	\$55,332.42	\$56,777.50

**SALARY INCREASE CALCULATION: Multiply the Current Annual Rate by the COLA Increase**  
**BI-WEEKLY RATE CALCULATION: Divide the Annual Rate by 26 Weeks**

<b>DAILY RATE CALCULATION: Divide the Bi-Weekly Rate by 10 Days</b> <b>HOURLY RATE CALCULATION: Divide the Daily Rate by 8.4 Hours</b>						
<b>EFFECTIVE JULY 1, 2007 through JUNE 30, 2008 (2.0%)</b>						
ODE	EMPLOYEE	CLASS PAYMENT	STEP A	STEP B	STEP C	STEP D
F-1	FIREFIGHTER	HOURLY	\$ 18.7108	\$ 19.7793	\$ 20.8478	\$ 21.9159
		BI-WEEKLY	\$ 1,571.71	\$ 1,661.46	\$ 1,751.22	\$ 1,840.94
		ANNUALLY	\$40,864.46	\$43,197.96	\$45,531.72	\$47,864.44
F-2	LIEUTENANT	HOURLY	\$ 22.5731	\$ 22.9754	\$ 23.3777	\$ 23.7796
		BI-WEEKLY	\$ 1,896.14	\$ 1,929.93	\$ 1,963.73	\$ 1,997.49
		ANNUALLY	\$49,299.64	\$50,178.18	\$51,056.98	\$51,934.74
F-3	CAPTAIN	HOURLY	\$ 24.4931	\$ 25.1676	\$ 25.8420	\$ 26.5170
		BI-WEEKLY	\$ 2,057.42	\$ 2,114.08	\$ 2,170.73	\$ 2,227.43
		ANNUALLY	\$53,492.92	\$54,966.08	\$56,438.98	\$57,913.18

Section 2: The Fire Alarm Superintendent shall perform work currently being performed while on duty. Any change will be agreed upon by the Chief and unit member in the position.

Section 3: An employee assigned to work in a position with a higher wage rating will be paid at the higher rate starting on the first full day of said assignment.

Section 4: An employee may progress from one step to another on an annual basis determined by his employment anniversary date. At the discretion of the Fire Chief and Town Manager, a new employee may be hired into Step 2 due to previously obtained experience.

Section 5: At the discretion of the Fire Chief and the Town Manager an employee may be held back a step if in their judgment, the performance of the employee is less than satisfactory.

## **ARTICLE 21** **PERFORMANCE EVALUATIONS**

The Fire Chief will cause to be conducted on an annual basis a Performance Evaluation of all unit members as specified below:

1. Procedure, content and required forms are to be as determined and provided by the Fire Chief.
2. Performance evaluations shall be conducted by May 1st of each year and copy of each evaluation supplied to each unit member for his/her signature.
3. Unit members who have received an unsatisfactory rating will have an opportunity of being reevaluated in two months.
4. Performance evaluations shall be completed by the unit member's immediate supervisor or another officer designated by the Chief.
5. In the event of a disputed performance evaluation, the unit member shall have the right to a meeting with his/her immediate supervisor and the Fire Chief to discuss the matter.
6. Nothing in this Article shall diminish the Chief's responsibility to determine employee's rating.

## **ARTICLE 22** **GROUP LIFE INSURANCE**

In accordance with Chapter 32B of the General Laws, as amended, and the terms of the insurance contract, all Unit Members shall be provided with group life insurance coverage of \$15,000 of which the Town will pay 50% of the premium and the employee the other 50%.

## **ARTICLE 23** **PHYSICAL EXAMINATION**

Section 1: Upon the presentation of a statement for service rendered by a physician for performing a general physical examination upon a member of the bargaining unit, the Town will pay such firefighter the sum of \$80.00 per year or the cost of such physical examination, whichever is lesser. Additionally, each fire fighter is expected to inform the Town of any physical condition which may currently or in the future affect his ability to perform his duties as a fire fighter for the Town of Acton. Upon request, the Chief will be provided with a copy of the physician's report.

Section 2: The Town shall conduct a Basic Blood Profile on each employee in service, and conduct blood profiles for each firefighter involved in an incident which the Fire Chief determines to require such testing.

Section 3: The Town will provide an initial program of Hepatitis B shots but the employees must provide booster shots at their own expense.

Section 4: The Town may require a Unit Member to have a physical or medical examination, including psychiatric tests or tests of drug and alcohol use, performed by a physician designated and paid for by the Town, and that the Town will have access to the physician's report. The Town agrees that it will use reasonable cause in exercising its right to require a physical or medical examination. If the physician's report or test is not acceptable to the Unit Member, the Unit Member may have a physical or medical examination by a physician of the employee's choice, paid for by the employee and that report will be considered by the Town.

## **ARTICLE 24** **EMT STIPEND**

Effective the first pay period after July 1, 2002 and each July 1st thereafter Firefighters who hold valid EMT certifications will receive \$800 to be issued in a separate check. The lump sum payment shall not be added to an employee's base salary for purpose of computing contract overtime or other benefits.

## **ARTICLE 25** **PROMOTION POLICY**

Section 1: Scope: This procedure shall apply to members seeking promotion to the positions of Lieutenant and Captain.

Section 2: Purpose: To outline the policy and procedure, along with minimum requirements to be attained, before being considered for promotion. It is the intention of the Fire Chief that this policy will be followed to ultimately select the most qualified and appropriate person to fill a promotional vacancy.

Section 3: Procedure: The promotion to the position of Officer within the Acton Fire Department will be accomplished through a consistent, organized, and fair process. When a vacancy in the Officer's Cadre occurs and a replacement is desired, the position will be posted internally and externally as specified by Town policy. Those members interested shall apply, in writing, to the Fire Chief within the specified time frame.

Candidates that meet the minimum qualifications for the position as outlined in these procedures will be evaluated based on written and/or oral examinations and/or a practical examination process, length of service, and a review by the Fire Chief or his designee. A written test will consist of questions developed specifically for the vacated position and will address, but will not be limited to, the following areas: fire suppression knowledge, Department procedures, policies and directives, emergency medical service, hazardous materials, fire prevention practices (i.e., pre-plans) and current supervisory and/or management practices. Test questions will be developed using standard fire service texts such as, but not limited to, National Fire Protection Association texts, International Society of Fire Service Instructors texts,

Commonwealth of Massachusetts General Laws and Fire Prevention regulations, Commonwealth of Massachusetts Building Code Regulations and supervisory/management texts such as those of the International City Managers Association, Fire Engineering publications, etc. For an oral examination, a panel will be established consisting of the Chief or his designee, the Human Resources Director or his designee and others as deemed appropriate by the Fire Chief (including officers not affiliated with this department if, in the opinion of the Fire Chief, such participation would enhance the selection process) in addition to the Deputy Chief.

Based on the evaluation of the panel, selected individuals will be recommended to the Fire Chief for promotion. The Fire Chief may accept the recommendations of the panel, or may conduct final interviews if he/she desires. This recommendation shall be forwarded to the Town Manager. The Town Manager or his designee or designees may accept the recommendations of the Fire Chief or may interview a final candidate and/or candidates to determine the person or persons to be selected for appointment and/or promotion.

Individuals promoted to the rank of Lieutenant or Captain shall serve a six (6) month probationary period from the date of appointment.

Section 4: Prerequisites For Officers Positions: In order to be considered for promotion to the position of Lieutenant or Captain, Department members must meet the following requirements. Equivalency will be evaluated by the Fire Chief or his designee.

**I. LIEUTENANT**

- A. Three years current experience as a career firefighter or career fire officer.
- B. EMT certified including Defib and Epi-pen.
- C. Satisfactory performance evaluations and service record (to include attendance).
- D. Satisfactory submission of letter of interest, resume, or any other application materials as may be specified.
- E. Satisfactory completion of an Associate Degree Program in Fire Science or equivalent education.
- F. Satisfactory completion of a written examination and an oral review process.

**II. CAPTAIN**

- A. Satisfactory completion of items A-F for Lieutenant as noted in item 1 above.
- B. 3 years experience as a career Lieutenant or in a position with similar responsibilities.
- C. Satisfactory completion of a Bachelors Degree Program in Fire Science or equivalent education.

D. Satisfactory completion of an oral review process.

Section 5: Additional Considerations: It should be noted that the prerequisites for officers positions above, are minimum qualifications for promotional positions. In addition to these prerequisites, the following factors will be considered by the Fire Chief in order to select a candidate for his recommendation to the Town Manager for promotion.

**A. Desirable Knowledge and Skills**

1. Knowledge of the fire service in general
2. Leadership skills
3. Supervisory skills
4. Communication skills
5. Organizational skills
6. Fire service certification

**B. Desirable Educational Background**

1. Massachusetts Fire Academy courses
2. National Fire Academy courses
3. Specialized knowledge and/or training in such areas as fire prevention, training, hazardous materials, specialized rescue, etc.
4. Advanced course work in fire science college programs

**C. Personal Qualities and Attributes**

1. Dedication
2. Commitment to excellence
3. High degree of professionalism
4. Integrity
5. Positive attitude
6. Innovation
7. Enthusiasm
8. Motivation
9. Cooperative nature/team player
10. Initiative
11. Demonstrated purpose
12. Courage
13. Productivity
14. Continuing quest for knowledge

**ARTICLE 26**  
**DURATION OF AGREEMENT**

Except as otherwise indicated, this Agreement shall become effective as of July 1, 2005, and shall continue in effect through June 30, 2008 and from year to year thereafter, unless either

party notifies the other party in writing prior to January 1, 2008 (or any subsequent January 1 thereafter), of its intention to terminate, amend, or modify this agreement. Within five (5) working days of receipt of either of the above notification, a conference shall be held between the Union and the Town for the purpose of considering such amendments, modifications or termination.

SIGNED THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2006.

TOWN OF ACTON PERMANENT FIREFIGHTERS  
LOCAL NO. 1904, I.A.F.F. AFL-CIO

BY: Bruce [Signature]

BY: Ralph [Signature]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TOWN OF ACTON

BY: Don P. Johnson  
Don P. Johnson, Town Manager

June 25, 1997

Firefighter Richard O'Leary  
President,  
Local # 1904, I.A.F.F. Box 727,  
Acton, MA 01720

Dear Firefighter O'Leary:

This side letter is intended to supplement the collective bargaining agreement that will be effective from July 1, 1997 until June 30, 2000. It is agreed that the following understandings shall be incorporated into and form part of the aforesaid agreement:

The Town has withdrawn its proposal relative to the restriction on overtime within 72 hours after taking sick leave based upon statements by representatives of the Association during bargaining that the Association acknowledges that the Town has the authority to take the following action in cases in which the Chief determines an employee's use of sick leave to be excessive:

1. to require the employee to submit to individual counseling;
2. to issue a non-disciplinary warning letter;
3. to request a doctor's certificate; and
4. to administer progressive discipline

Will you please sign this letter in the place indicated below to reflect the Association's agreement with the terms of this side letter.

Sincerely,

---

Don P. Johnson Town Manager

Agreed to:

Local #1904, I.A.F.F.

By: \_\_\_\_\_



May 13, 1988

Lt. George B. Williams  
Local #1904, I.A.F.F.  
Box 727  
Acton, MA 01720

Dear Lt. Williams:

This side letter is intended to supplement the collective bargaining agreement that will be effective from July 1, 1988 until June 30, 1991. It is agreed that the following understandings shall be incorporated into and form part of the aforesaid agreements:

1. The Union has withdrawn its proposal to include the Fire Prevention Officer in the unit on the understanding that should the Town re-establish a position with job duties similar to those previously performed by the Fire Prevention Officer the position will be included as part of the collective bargaining agreement.
2. The Town has withdrawn its Article 23 proposal concerning medical examinations on the statements by Local # 1904 representatives during bargaining that the Union recognizes that the Town has the authority under Article 3 to require a Unit Member to have a physical or medical examination performed by a physician designated and paid for by the Town, and that the Town will have access to the physician's report. The Town agrees that it will use probable cause in exercising its right to require a physical or medical examination. If the physician's report is not acceptable to the Unit Member, the Unit Member may have a physical or medical examination by a physician of the employee's choice, paid for by the employee and that report will be considered by the Town.
3. The Town intends to meet its training obligations under Article 2, Section 6, by sending new permanent employees to a program conducted by District 14. The Town will endeavor to have this training completed by September.

Will you and your bargaining team please sign this letter in the place indicated below to reflect your agreement with the terms of this side letter.

Sincerely,

(Signature on File)

\_\_\_\_\_  
Don P. Johnson Town Manager

Agreed to:

Local #1904, I.A.F.F.

BY (Signature on File)