

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**TOWN OF WELLESLEY**

**and**

**LOCAL 1795**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**July 1, 2023 through June 30, 2026**

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AGREEMENT entered into this first day of July, 2023 between the TOWN OF WELLESLEY in the county of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the EMPLOYER, and Local No. 1795, International Association of Firefighters, AFL-CIO, hereinafter referred to as the UNION.

## ARTICLE 1 Definitions

Where the words are used in this Agreement, "EMPLOYER" means the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, and no other location; "UNION" means Local 1795, International Association of Firefighters, affiliated with the American Federation of Labor and Congress of Industrial Organizations. "Management responsibility" means the retention by the EMPLOYER of its right to conduct the business of the Town in its Fire Department including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the working force, and to conduct its operations in a safe and efficient manner subject only to the express limitations set forth in this Agreement. "Employees" as used in this Agreement shall mean the uniformed members of the Fire Department of the Town of Wellesley except such employees as are excluded from membership in a unit appropriate for purposes of collective bargaining as set forth in the Certification issued by the State Labor Relations Commission in the case number MCR-531 dated March 24, 1969 of said commission. "Union representatives" as used in this Agreement shall mean the union designee. Wherever the singular is used in this Agreement, it is intended to include the plural.

## ARTICLE 2 Recognition

(a) The EMPLOYER recognizes the UNION as the exclusive representative of all regular uniformed Firefighters in the Fire Department of the EMPLOYER in the following job classifications: Deputy Chief, Lieutenant, Firefighter, but excluding the Chief Fire Engineer ("Fire Chief" or "Chief"), Assistant Fire Chief, Secretary, and Automotive Mechanic and provisional, part-time and temporary employees, and all other employees of the Town of Wellesley.

(b) Matters appropriate for consultation and negotiation between parties hereto, are practices, procedures and implementation of policies relating to working conditions which are within the authority of the EMPLOYER and subject to negotiation under the General Laws of the Commonwealth of Massachusetts, Chapter 150E.

## ARTICLE 3 Precedence of Laws and Regulations

In the administration of all matters covered by this Agreement, UNION and Town officials and employees shall be governed by the provision of any existing or future laws or regulations. This Agreement shall at all times be applied in accordance with and subject to such laws. Should any provisions of this Agreement be deemed to be in conflict with any such laws, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirement of such laws.

## ARTICLE 4 Management Responsibility

The listing of the following specific rights of management in this ARTICLE is not intended to be nor shall be considered restrictive of or as a waiver of any of the right of the EMPLOYER not listed herein. Such inherent

management responsibilities are not subject to arbitration and shall remain exclusively with the EMPLOYER except as they may be shared with the UNION by specific provisions of this Agreement.

(a) Among such management responsibilities as are vested exclusively in the EMPLOYER are the following: the right to hire, promote, transfer, assign and retain employees in positions with the department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the department in situations of emergency.

(b) The EMPLOYER shall have the freedom of action to discharge its responsibility for the successful operation of the Fire Department including the scheduling of operations, the methods and materials used in carrying out the functions of the Department and the extent to which its own or other facilities and/or personnel shall be used.

## ARTICLE 5 Union Responsibility

(a) The UNION shall have the right and obligation to represent the employees, uniformed members of the Fire Department; to present its views to the EMPLOYER on matters of concern either orally or in writing; to consult or be consulted with respect to the implementation of matters and practices which are within the discretion of the EMPLOYER except as limited by ARTICLE 3 of this Agreement, and to engage in collective negotiations with the EMPLOYER with the object of reaching an agreement applicable to the employees of such Department.

(b) The UNION shall be given the opportunity to be represented at discussions between the EMPLOYER and the employees concerning grievances subject to ARTICLE 22 of this Agreement.

(c) The UNION acting as a sole and exclusive representative of the employee, members of such appropriate bargaining unit, shall be entitled to act for and negotiate collective agreements covering all employees of such unit, and shall represent the interest of all employees in the bargaining unit without discrimination and without regard to UNION membership.

(d) Representatives of the UNION shall be permitted to enter the premises of said Department at reasonable hours, when necessary to investigate existing grievances, after obtaining approval of the Chief Fire Engineer, or the Chief's designated representative. The UNION agrees that care will be exercised by such representatives that they do not interfere with the performance of the duties assigned to the employees.

(e) The UNION shall provide a written list of the UNION Grievance Committee, Officers of the Local, International Representatives, and Counsel to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER of any change in any such list during the term of this Agreement. There shall be no requirement on the part of the EMPLOYER to recognize any member of the Grievance Committee, Officer, International Representative or Counsel until such time as the official list has been delivered to the EMPLOYER.

## ARTICLE 6 Membership in the Union

(a) Neither the EMPLOYER nor its representatives or agents shall interfere with, restrain or coerce

employees in the exercise of their right to self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of hours, wages, and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining as authorized by law.

(b) Neither the UNION or its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to refrain from organizing, forming, joining, or assisting any employee organization to bargain collectively on questions of wages, hours, and other conditions of employment.

(c) Neither EMPLOYER nor the UNION shall discriminate against employees in the exercise of their rights, freely and without fear of penalty and reprisal, to form, join, and assist any employee organization or to refrain from any such activity in accordance with the Public Sector Bargaining Law Massachusetts General Law Chapter 150E.

## **ARTICLE 7** **Dues Collections**

(a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the EMPLOYER shall deduct from earned wages periodic UNION membership dues required as a condition of acquiring or retaining membership in the UNION of those employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof and marked "Appendix A." The EMPLOYER will remit all sums deducted under such deduction authorization to the Treasurer of the Local Union together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the tenth day of the month.

(b) The UNION shall indemnify and save the EMPLOYER harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the EMPLOYER for the purpose of complying with this ARTICLE, or in reliance on any assignment furnished the EMPLOYER.

(c) The UNION shall provide the Treasurer of the Town of Wellesley with a bond as required by Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts.

## **ARTICLE 8** **Hours of Work and Overtime**

This ARTICLE defines the regular work week and shift schedule and shall not be construed as a guarantee of hours of work per day or per week. Wherever the word "overtime" is used in this Agreement it shall mean all time an employee covered by this Agreement is required to be on duty for any period in excess of the employee's regular hours of duty as set forth in (a) and (b) below:

(a) The regular hours of duty per week for all employees, except employees filling positions pursuant to section (b) of this ARTICLE shall be forty-two (42) hours. Such hours of duty shall be determined in accordance with the eight-day schedule for each of four (4) groups hereinafter set forth applicable to the assignment of firefighters on rotating shift assignments. Such determination shall be based on an average of such scheduled hours of duty over a period of fifty-two (52) consecutive weeks.

Group Hours of Duty Schedule \*  
(without regard to week days or date)

<u>GROUP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>1</u>
A	D/N	O	D/N	O	O	O	O	O	D/N
B	O	D/N	O	D/N	O	O	O	O	O
C	O	O	O	O	D/N	O	D/N	O	O
D	O	O	O	O	O	D/N	O	D/N	O

\* "D" = Daytime hours (8:00 a.m. to 6:00 p.m.)  
"N" = Nighttime hours (6:00 p.m. to 8:00 a.m.)  
"O" = Days Off

Consistent with past procedure and practice shift assignments shall be based upon ten-hour day shifts and fourteen-hour night shifts and all other provisions (including leave provisions) in this Agreement shall be based upon such shifts. All requests for leave except sick leave as provided in other provisions of this Agreement shall be made no later than 7:00 a.m. on the day of any scheduled shift.

No employee may work more than 24 hours of consecutive overtime unless authorized by the Chief Fire Engineer or the Chief's designee.

(b) In the event the EMPLOYER establishes a position the nature of which requires assignment to a non-rotating shift, e.g., inspection or other work which can best be performed during normal business hours, the EMPLOYER shall notify the UNION prior to filling the position. The UNION shall have the right to discuss the merits of establishing such a position and negotiate modifications in existing terms of this agreement appropriate to this position. In the event the parties are unable to reach mutual agreement on such modifications, after a reasonable period of bargaining, the EMPLOYER may fill the position, except that no employee shall be required to accept assignment to such position. Employees filling such position shall be entitled to such wages, hours and other benefits as agreed on by the parties or as last proposed by EMPLOYER in the event no agreement is reached.

(c) Employees covered by this Agreement are required to work overtime as a condition of employment. Subject to the requirements of the Department, overtime shall be assigned on an equitable basis among employees in each classification. Any employee taking more than 12 consecutive shifts off, using comps, personal days, or single vacation shifts will be automatically checked off for all outstanding shifts they are behind in the block system.

(d) Wherever an employee on duty is required to work overtime in excess of two (2) hours, such employee shall be granted, at the commencement of such overtime, one (1) hour meal period without loss of pay. The shift deputy chief shall consider requests when assigning meal hours, but manpower needs of the department shall have priority. The decision of the shift deputy chief in assigning meal hours shall be final.

(e) Permission to exchange shifts may be granted at the discretion of the deputy chief on duty. Exchanged shifts shall be day for day or night for night only. Partial shift changes shall be allowed with the approval from the shift deputy chief. Written request for such exchange shall be submitted on a timely basis. If a request to exchange is denied, the deputy chief on duty shall state in writing, at the time of denial, why the deputy chief believes the operational effectiveness of the Department would be jeopardized by the exchange.

(f) Employees who are required to remain on duty in excess of fifteen (15) minutes beyond the end of their shift shall be compensated for a minimum of two (2) hours.

(g) Deputy Chiefs shall be covered employee to employee. The Deputy Chief in charge of inspections will no longer cover the day shift for the absent Deputy Chief Shift Commander.

(h) Any employee who works an overtime shift may choose to take a compensatory shift off instead of monetary overtime compensation. Any compensatory shift earned shall be calculated at a rate of time and one-half for the length of overtime shift worked, (e.g., an employee who works a 10-hour overtime shift shall be credited with 15 hours of compensatory time; an employee who works a 14-hour overtime shift shall be credited with 21 hours of compensatory time) credited to the employee, and treated as additional personal hours as referred to in Article 11.

Compensatory time so chosen will be credited as personal day shift(s) off for a day shift worked, or personal night shift(s) off for a night shift worked.

For purposes of buyback or accumulation as provided in Article 11, there will be no distinction between day and night shifts.

The use of compensatory time is restricted May 15 through June 30. At the Chief's discretion, the Chief may move the start of the restricted time period to May 1.

Compensatory time for overtime shifts shall be limited to ten (10) shifts per fiscal year per firefighter, equating to fifteen (15) shifts in compensatory time off.

## **ARTICLE 9** **Holidays**

The following holidays shall be paid only if worked on that day at a rate of one-half (1/2) of a week's pay for each holiday:

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve (night shift only)  
Christmas Day  
New Years Eve (night shift only)  
New Years Day  
Patriots Day  
Memorial Day  
Juneteenth  
Martin Luther King Day Veteran's Day  
President's Day  
Indigenous People's Day

For the purpose of this Article, a holiday shall commence at 8:00 a.m. the day of the holiday to 8:00 a.m. the following day.

## **ARTICLE 10**

### **Vacations**

(a) The following annual vacations with pay shall be granted to all employees who complete the following periods of continuous full-time employment by June 30 of the following year (vacation year defined as July 1 to June 30):

<u>Service Period</u>	<u>Vacations</u>
six months	one week (4 shifts)
one year	two weeks (8 shifts)
five years	three weeks (12 shifts)
ten years	four weeks (16 shifts)
nineteen years	five weeks (20 shifts)

In no case shall an employee take vacation until the employee has been on the payroll six months. In the year in which an employee is first eligible for a two-week vacation, the additional week shall not be granted until such employee has completed the full term of service requirement.

(b) Vacations shall be granted by the Chief Fire Engineer at such times as, in the Chief's opinion, would cause the least interference with the regular work of the Department, but taking into account the preference of the individual employee. Vacations must be taken in the 12 months following the July 1, as the case may be, on which they are earned and shall not accumulate from vacation year to vacation year. Salaries shall not be paid in lieu of vacations except in extreme emergency and with the prior approval of the Chief Fire Engineer and the Human Resources Board.

(c) If the employment of an employee who has become entitled to an annual vacation but has not taken it, is terminated by dismissal through no fault or delinquency on the employee's part; by resignation, written notice of which was received by the Department Head at least two weeks prior thereto; by retirement or by death; the employee shall be paid for the employee's vacation period. In exceptional cases where circumstances prevent the giving of two weeks' notice, excluding cases where the employee resigns to take other employment, the two weeks' notice requirement may be waived and vacation pay may be allowed by the Chief Fire Engineer with the approval of the Human Resources Board. If the employment of such an employee is terminated by death or retirement, the employee shall be paid for vacation benefits accrued at the rate of one-twelfth (1/12) of the employee's vacation benefit for each thirty (30) calendar days of service between July 1, as the case may be, and the date of termination. Upon the death of an employee entitled to vacation allowance, the allowance shall be paid to the person or persons to whom unpaid salary is payable.

(d) If a former employee of the Town returns to the service of the Town and completes at least five years of full time service following such return, the amount of full time service preceding the interruption of the employee's work for the Town shall be added to the five or more years of current full time service to give a total service for computation of vacation. Service in the Armed Forces shall not be considered an interruption of work for the purpose of computing total service credit for vacation purposes.

(e) All employees are entitled to ten (10) shifts of vacation during the prime vacation period of June 1 through Labor Day. Employees entitled to two or more weeks' vacation need only take one week as a complete week; the remaining weeks may be taken a shift at a time. The complete vacation week may not be taken during the month of June without the prior approval of the Chief Fire Engineer or the Chief's designee. The Chief may grant individual vacation shifts to employees who would not otherwise be eligible. Employees shall provide 12-hours prior notice to utilize a single vacation shift.

(f) On or about March 1 preceding the vacation year, the Chief Fire Engineer shall post a notice on which employees shall by March 31 indicate their preference for vacation time off. Where a conflict exists between employees requesting the same vacation period, consideration shall be given by the Chief to the seniority of each such employee. Prior to April 15, the Chief shall post the approved vacation schedule after which changes in the schedule may be made for compelling reasons at the discretion of the Chief.

## **ARTICLE 11** **Sick and Personal Leave**

### **Personal Leave**

(a) Employees who have attained four (4) years of service, shall be entitled to an annual allowance for leave, with pay, of ten (10) shifts plus one (1) additional shift for each full five (5) years of service with the Town. Said allowance may be used for reasons other than employee sickness. Up to five (5) shifts of said allowance plus one (1) shift for each full five (5) years of service may be paid for in lieu of time off at a daily rate equal to one-fourth (1/4) the employee's weekly rate of pay. or the employee may elect that such shifts be accumulated for non-occupational sickness or injury in future fiscal years. The Town will match, on a one-to-one basis, up to 15 sick/personal shifts that the employee puts into the employee's sick accumulation. Such pay shall be disbursed between July 1 and September 1 of the following fiscal year. Shifts in accumulation may be utilized only as sick leave. Any unused or unpaid for portion thereof shall accumulate from year to year to a maximum of one hundred and fifty (150) shifts.

Employees who are entitled to an annual allowance as provided above may elect to put some or all of the current year's allowance in their accumulated sick time for non-occupational illness or injury, provided they so notify the Chief in writing by September 1 of each year; and further, that no matching by the Town as provided above of the initial 15 sick/personal shifts will occur until the end of the fiscal year.

(b) Employees with less than four (4) years of service shall be entitled to an annual allowance for leave with pay on the following basis:

- (1) During the first year of service, four (4) shifts of leave, two (2) shifts of which can be used on or after July 1 and two (2) shifts on or after January 1;
- (2) During the second year of service, six (6) shifts of leave;
- (3) During the third year of service, eight (8) shifts of leave;
- (4) During the fourth year of service, ten (10) shifts of leave.

Said allowance may be used for reasons other than employee sickness. Up to four (4) shifts of said allowance may be paid for in lieu of time off at a daily rate equal to one-fourth (1/4) the employee's weekly rate of pay. Any unused or unpaid portion thereof shall accumulate from year to year up to a maximum of one

hundred and fifty (150) shifts.

After four (4) years of service, employees shall be covered under section (a).

(c) To be eligible for personal leave use, employees must notify the desk operator, who shall forthwith notify the Deputy Chief on duty one (1) hour before the start of the shift on the first day of absence, stating time expected to be absent and when they expect to return to work.

(d) Employees upon termination or retirement having current unused shift to their credit (shifts allotted during existing fiscal year) may elect to receive pay in lieu of time off. Such pay shall be disbursed upon termination or retirement

### Sick Leave

(a) Any "sick" shifts which employees may have accumulated previously shall be carried forward and credited to each employee. Such "sick" shifts may be used only for non-work related illness or injury requiring hospitalization; or, following the fourth (4th) consecutive absence due to illness or injury exclusive of regular shifts off. In the event that any employee suffers a non-work related illness or injury requiring hospitalization; or, is absent due to illness or injury for four (4) consecutive shifts exclusive of regular shifts off then any accumulated "sick" shifts shall be utilized as of the first day of illness or injury as described above.

(b) To be eligible for "sick leave" pay, employees must notify the desk operator, who shall forthwith notify the Deputy Chief on duty, one (1) hour before the start of the shift on the first day of absence, stating the nature of the illness, injury or other reason for absence, time expected to be absent and when they expect to return to work. The Fire Chief may check on all such absences and may require a medical provider's certification when reasonably necessary to verify the illness or injury claimed. An employee absent for any reason is required to keep the Chief apprised on a weekly basis of their status and expected date of return. If a doctor has been called by the employee, the Fire Chief may also check with the doctor. A doctor's certificate may be required after the fourth (4th) day of absence. If deemed in the interest of the Town, the Fire Chief or the Human Resources Board may require an examination and report by a physician designated by the Town.

(c) Employees who have completed three (3) months of service shall be entitled to two (2) shifts of sick leave, for sick leave purposes only, until such time that they are eligible for the benefits of paragraph (b) of the "Personal Leave" provisions of this ARTICLE. These shifts cannot be carried into an accumulation, carried forward or paid for in lieu of use.

(d) Employees who retire shall be compensated for one hundred percent (100%) of those days of absence with pay within the accumulation (65-day maximum buyback) at the time of retirement, provided the department head is notified in writing by October 1 of the year preceding the fiscal year of retirement and the pay is to be based on the rate of pay at the time of retirement. Those employees who retire after the October 1 deadline due to disability shall be eligible for the above but may not receive this payment until the following fiscal year.

(e) A full-time permanent employee, following an absence of consecutive shifts specified below, due to a non-service connected injury or illness, will be entitled to up to twenty-six (26) weeks of sick leave at eighty percent (80%) of the employee's regular rate of pay. Employees may use one personal shift per week to maintain 100% of their pay.

During this agreement a full-time permanent employee other than a new employee, as defined below,

will be entitled to such pay following an absence of sixteen (16) consecutive shifts.

"New employees" are defined for this purpose as those hired on or after July 1, 2001. During the first year of employment, a new employee will be entitled to sick pay at 80% of regular pay following an absence of eight (8) consecutive shifts. During the second year, a new employee will be entitled to such pay following an absence of twelve (12) consecutive shifts. Beginning with the third year of employment, a new employee will be entitled to such pay following an absence of sixteen (16) consecutive shifts.

When an employee is eligible to receive eighty-percent (80%) pay and is also eligible for benefits under the Town's group long-term disability (LTD) insurance program, the LTD benefit shall be a credit against the 80% sick leave pay. An employee may not, through a combination of sick leave pay and LTD benefit, receive more than 100% of the employee's weekly pay.

(f) Those employees eligible for sick and/or vacation accrual who are absent more than 30 consecutive calendar days for leave granted under the Federal Family Medical Leave Act will not continue to accrue sick or vacation time.

### Sick Bank

(a) A Sick Leave Bank has been established to provide income maintenance for employees who have exhausted leave for which they are eligible under other sections of this ARTICLE. Shifts may be withdrawn for non-occupational illness or accident of an employee and for no other reason. Said Sick Leave Bank shall continue in existence subject to any modifications to its operation provided by this Agreement.

(b) An employee shall, on the July 1 after completing one (1) full year of service, contribute one (1) shift of the employee's annual allowance for leave to the Sick Leave Bank. On July 1 after completing two (2) years of service such employee shall contribute one (1) shift of the employee's annual allowance for leave to the Sick Leave Bank. On the July 1 after completing three (3) years of service such employee shall contribute two (2) shifts of the employee's annual allowance for leave to the Sick Leave Bank.

(c) The Sick Leave Bank shall be administered by a Committee of five (5) employees. One (1) member shall be selected from each of the four (4) rotating shifts set forth in section (a) of ARTICLE 8 of this Agreement and an additional member shall be selected from any shift. Members of the Committee shall be designated by the ASSOCIATION. The ASSOCIATION shall notify the EMPLOYER of the composition of the Committee and any changes therein during the term of this Agreement. There shall be no requirement on the part of the Town to pay for sick leave withdrawn from the Bank unless authorized by a majority of the official Committee.

(d) The Committee shall consider along with other issues deemed relevant by it:

- (i) Adequate medical evidence of illness or accident requiring prolonged absence from work;
- (ii) Prior exhaustion of all accumulated leave;
- (iii) Length of service in the Wellesley Fire Department.

(e) The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to the grievance and arbitration provisions of the Agreement.

(f) Records of the operation of the Sick Leave Bank shall be available for audit by the Fire Chief and/or

the Town Director of Financial Services or their designee(s) at any time but in no event less than once annually.

(g) Employees who are allowed to withdraw leave from the Bank shall repay the shifts withdrawn at a rate of one-half (1/2) of their Personal Leave allowance until all shifts used have been repaid. If an employee leaves the service of the Town for any reason other than death or disability retirement before fulfilling the employee's repayment obligation, the employee shall recompense the Town at a rate of one-fourth (1/4) the employee's weekly pay for each shift not repaid. Such repayment shall be deducted from the Employee's final paychecks. Upon recommendation of the Committee and vote by the membership at a duly convened meeting, this requirement for repayment may be waived.

(h) Whenever the Sick Leave Bank is reduced to twenty (20) shifts or less, it shall be renewed by the contribution of two (2) additional shifts by each employee participating in the Bank. This contribution shall be from current available shifts, accumulation or charged to the next fiscal year's entitlement, in that order.

(i) In the event that an employee applies for disability retirement and is ultimately retired under any disability provisions of Massachusetts General Laws Chapter 32, any grant to entitlement to the Sick Bank provisions herein contained shall be revoked and any leave time used by such employee shall not reduce any credits contained in the Sick Bank. In any such event an employee shall be entitled to leave with pay for all time which he is absent from duty because of such disability and such cost shall be borne by the EMPLOYER.

(j) Employees who leave by resignation, termination without fault, retirement or death shall be paid at the current rate for the number of unused shifts they have contributed to the Sick Leave Bank.

(k) Unused sick leave accumulation not cashed in at time of retirement will be credited to the Sick Leave Bank.

#### Parental Leave

Upon the birth, adoption, or foster placement of a child, a firefighter who meets the applicable statutory eligibility requirements may have up to eight (8) weeks of parental leave under the Massachusetts Parental Leave Act (MPLA) (G.L. c. 149, §105D), or up to 12 weeks under the federal Family Medical Leave Act (FMLA). Firefighters who are eligible under both the MPLA and FMLA have a maximum parental leave of 12 weeks total because the leave runs concurrently. Parental leave is unpaid although a firefighter may use their accrued sick or vacation time to maintain pay during the leave. The sick leave bank shall not apply to parental leave.

### **ARTICLE 12**

#### **Jury Duty**

Each employee covered by this Agreement shall receive, in addition to any pay received for Jury Duty, an amount which when added to the employee's pay received as a juror would equal the employee's regular pay for that period of time which the employee is called upon to serve, excluding overtime pay or other remuneration, provided the employee reports for work on each day when excused from such duty. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the EMPLOYER by the employee.

An employee summoned for and reporting to jury duty is not required to work a scheduled night shift immediately preceding and leading into the morning the employee reports for such duty.

## **ARTICLE 13** **Funeral Leave**

In the event of death in the immediate family of an employee covered by this Agreement, such employee will be granted funeral leave without loss of pay on the date of the funeral if it is a scheduled work date (day and night shift) for the employee, and for a maximum of two additional scheduled work shifts (day and night shift) for the employee between the date of death and the date of the funeral. "Immediate family" is defined as spouse, mother, father, sister, brother, son, daughter, grandparents, mother-in-law, father-in-law.

Funeral leave may be granted on the recommendation of the Chief Fire Engineer with the approval of the Select Board or its designee when the deceased person is a household member of the employee, although such deceased person may not be a member of the immediate family in the relationship described above.

## **ARTICLE 14** **Military Leave**

Employees who leave Town employment to enter military service, or if as a reservist are placed on active duty, may be granted a military leave of absence in accordance with state and federal law. The Town complies with G.L. c. 33 §59 and the federal Uniformed Services Employment and Reemployment Rights Act relative to reemployment, benefits, and compensation in the event employees are called to active military duty or training.

Employees who learn that they are required to attend military training must notify the Chief in writing, as soon as possible, about the expected duration of the training and their anticipated date of return. Employees called to active duty must notify the Chief in writing, as soon as possible, before they leave for active duty, and they must indicate their expected dates of leave and return. It is the employee's responsibility to also submit a Personnel Action Form and a copy of the military orders to the Human Resources Department.

## **ARTICLE 15** **Leave of Absence**

(a) Leave of Absence shall be granted, without loss of pay to employees covered by this Agreement, for the purposes of attending conventions of the UNION as a duly authorized delegate. Such leaves shall be limited to two (2) employees annually to attend the State convention and two (2) employees biannually to attend the National convention, said employees shall not be assigned to the same working group. Time for attending such conventions shall, in the case of State conventions, be limited to two (2) working shifts, and, in the case of National conventions, be limited to four (4) working shifts. Forthwith upon the termination of the convention, the delegate receiving such paid leave of absence shall report for duty.

Application for such leave will be in writing setting forth dates and location of convention and submitted two (2) weeks prior to the effective date, to the Chief Fire Engineer.

(b) Two (2) employees who are elected or appointed officials of the UNION shall be granted time off without loss of pay or benefits and without requirement to make up such time when the duties of his position with the UNION require the employee's participation in the collective bargaining negotiations or attendance at meetings or conferences with the EMPLOYER or any of its representatives within the confines of the Town of Wellesley. This paragraph is subject to staffing of the department.

## ARTICLE 16 Group Insurance

(a) Employees covered by this Agreement shall be provided an opportunity to join the Town of Wellesley Group Insurance Plan, which provides for group life insurance; accidental death and dismemberment insurance; hospitalization and surgical benefits and extended benefits care for employees and their eligible dependents on a 50% contributory basis for indemnity plans. Contribution percentages for health maintenance organizations for employees and the Town are determined in compliance with state law. Admission to membership in this plan shall be in accordance with the terms and conditions of the contract between the EMPLOYER and the insurance carrier, and as provided for in the appropriate Town Bylaws. The Town agrees to bargain any change in health insurance coverage for the duration of this agreement.

Effective July 1, 2009, employees who participate in the Town's group health insurance program shall be required to change to a "Rate-Saver" HMO plan or the HPHC PPO plan. Such employees will be provided with Health Reimbursement Accounts as described in Appendix B.

Effective January 1, 2010, the Town will pay the monthly administrative fee to the Town's third-party-administrator for any bargaining unit member who chooses to participate in a medical flexible spending account plan.

(b) The Town shall indemnify employees to the extent required by existing applicable statutes as of the effective date of this Agreement.

## ARTICLE 17 Injury While on Duty

(a) Employees covered by this Agreement who are incapacitated for duty because of injury sustained in the performance of their duty without fault of their own, shall be granted time off without loss of pay for the period of such incapacity, in accordance with Section 111F, Chapter 41, of the General Laws of the Commonwealth of Massachusetts, and shall be indemnified for expense of such injury in accordance with Section 100 of said statute.

Firefighters having at least five years of employment with the Town who contract cancer, as identified in Section 94B, Chapter 32, resulting in total disability or death are presumptively entitled to injured leave pay under Section 111F, Chapter 41 of the General Laws of the Commonwealth of Massachusetts, and medical reimbursement in accordance with Section 100, unless it is shown that non-service risk factors, accidents, and/or hazards caused the incapacitating condition. Effective July 1, 2020, firefighters seeking medical treatment for cancer under Section 94B, Chapter 32 shall be eligible for an annual reimbursement from the Fire Department of qualified expenses of up to \$2,000 for out-of-pocket payment of the employee's portion of medical expenses under a health insurance plan (including copayments and deductibles) associated with cancer treatment for the lesser of 5 years or remission.

Members of the Department who are or become incapacitated for duty due to a service connected injury shall inform the Chief on a weekly basis of their status and expected date of return.

(b) During any period of injured on duty leave an employee shall be available for examination by a Town-designated physician at intervals of not less than three months. Subject to the provisions of this ARTICLE, no such paid leave shall be granted or continued for any period of time after (a) the TOWN Physician determines that the firefighter is capable of performing limited Fire Department duties on either a

full-time or less than full-time basis; (b) the Chief after consultation with the UNION determines that a position, comprised of modified duties which are the traditional responsibility of the Fire Department, is available for which the firefighter is capable of performing, and assigns the employee to fill the position; and, (c) the firefighter fails to perform the prescribed duties within the range of the "Limited Duty Tasks" hereinafter set forth.

(c) Subject to the provisions of this ARTICLE, the Chief, after consultation with the UNION, may assign a firefighter who has been on injured on duty leave for a consecutive period of two months and who is unable to return to full duty status, to modified duties which are the responsibility of the Fire Department; and, the Chief, after consultation with the UNION, may change or terminate such assignment. No such modified duty assignment shall be made until review and determination of the firefighter's medical condition or status as provided by other provisions of this ARTICLE.

(d) When a firefighter is incapacitated for duty because of injuries sustained in the performance of the employee's duty without the employee's fault, the firefighter shall reasonably promptly so notify the Chief or such person as the Chief shall designate.

(e) In the event that the firefighter's physician and the TOWN Physician disagree as to the firefighter's ability to perform limited or less than full duty, the Chief or the Chief's designee shall arrange for an examination of the firefighter by a physician selected from a pool of a minimum of five (5) physicians previously agreed upon by the UNION and the TOWN. Said physician shall be selected by either a representative of the UNION or by a representative of the Director of Human Resources by lottery system. Whenever possible the Town and the UNION shall strive to have such designated physician to be one specializing in an area of medicine relating to the firefighter's injury. Such designated physician will examine the firefighter and render a written opinion as to whether or not the incapacity continues to exist in relationship to the firefighter's ability to perform the limited duty tasks as assigned to such employee by the Chief. The inquiry to the neutral physician will be in written submission sufficiently descriptive of such assignment and agreed upon by the UNION and by the TOWN. The determination of the neutral physician will be binding upon the firefighter involved, upon the UNION and upon the TOWN. Pending receipt of the neutral physician's determination, the firefighter will continue to be granted leave without loss of compensation or benefits in accordance with present practice. Costs of the Town designated physician and the neutral physician shall be borne by the Town and the costs of the employee's physician shall be borne by the employee.

(f) In no event shall any limited duty assignment continue beyond a period of one year or beyond the period of an employee's disability. Limited duty shall not be assigned or designated unless there is an actual need for services of an employee by the Fire Department and no limited duty assignment shall be made for punitive or nonproductive reasons. Consideration shall be given to the effects of any prescription medication in determining whether a limited duty assignment shall be appropriate. An employee's return to limited duty assignment under this Article shall not impair any right to injured leave status if, from time to time, a work-related incapacity prevents the performance of limited duty. Similarly, any employee, who sustains a work-related injury or a re-aggravation of a work related injury, shall be eligible for injury leave in accordance with M.G.L. c. 41 §111F. In the event an employee finds that a limited duty assignment has actually aggravated or retarded the healing of the employee's injury, the employee may present medical evidence to that effect to the Chief.

(g) For the purposes of this ARTICLE, an employee can only be assigned to work the employee's schedule of hours which existed at the time the injury was sustained.

**ARTICLE 18**  
**Uniforms and Clothing**

(a) New employees covered by this Agreement shall, upon permanent appointment, be issued one (1) dress uniform consisting of a pair of trousers, one blouse, one cap, badges and insignia when appropriate. Should such clothing become unserviceable through ordinary use of such garments as intended by the parties hereto or the badge or insignia be damaged, destroyed, or lost through no neglect of the employee, it shall be replaced by the EMPLOYER. However, such unserviceable garments shall be subject to the inspection of the Chief Fire Engineer before the replacement of such garments. Employees, on termination of employment, shall return all items of issue or make payment in lieu thereof. As soon as reasonably possible after July 1<sup>st</sup>, each bargaining unit member on the payroll shall receive a payment of two hundred dollars (\$200) for the cleaning of uniforms.

(b) A clothing allowance and maintenance fee shall be provided each employee on the payroll July 1, for the purpose of purchasing and maintaining suitable and serviceable work clothes as determined by the Chief Fire Engineer. This shall be distributed in a payment of two hundred fifty (\$250) cash on or about October 1 of each succeeding year. A second payment of two hundred dollars (\$200) cash for clothing allowance and maintenance fee shall be provided each employee in the first payroll week of May for the purpose of purchasing and maintaining suitable and serviceable work clothes. Any employee uniforms deemed faded, worn are to be replaced upon the direction of the Chief, Assistant Chief or Deputy Chief. With the removal of the voucher system, all employees are responsible to manage their allocated clothing funds to meet the uniform standard as determined by the Chief. Employees on permanent appointment shall be allocated two hundred seventy-five dollars (\$275.00); and one-hundred twenty-five dollars (\$125.00) on promotion, for the initial purchase of such clothes.

Deputy Chiefs and any other members required to wear a dress uniform in the performance of their normal duties shall be provided appropriate shirts, sweater and shoes from the above amount. Dress uniform blouse, trousers, caps and overcoat or jacket shall be replaced as needed for Deputy Chiefs and any other members required to wear a dress uniform in the performance of their normal duties.

(c) The EMPLOYER shall provide such protective clothing or safety devices as required by law and other such equipment and clothing as the Chief Fire Engineer may deem necessary and proper for the safety of the employees.

(d) All clothing, safety devices, insignia, badge and/or other equipment or clothing provided a firefighter under this ARTICLE is and at all times shall remain the property of the Fire Department of the Town of Wellesley. The use of such clothing and equipment shall be limited to official duty except as specifically approved in writing for other occasions by the Chief Fire Engineer.

(e) The Town of Wellesley will, under suitable circumstances, and as approved by the Chief Fire Engineer, accept responsibility for the full or partial replacement of, or reimbursement for, firefighters' personal property destroyed or damaged during the performance of their assigned duties. In determining the value of items, consideration will be given to its age, useful life and replacement value.

(f) As soon as reasonably possible after July 1, each bargaining unit member shall receive thirty dollars (\$30.00) for the purpose of purchasing and cleaning linen (sheets, pillow case and towel).

## ARTICLE 19

### Seniority

(a) An employee's unit seniority under this Agreement shall be determined based on the employee's most recent date of appointment in grade, whether provisional, provisional temporary, temporary or permanent. Periods of service prior to resignation or termination shall not be considered for seniority, except in the case of layoff and recall. In each classification, the senior employee shall be the employee with the most seniority to the employee's credit in the particular classification to which the employee has been most recently appointed.

(b) When a vacancy occurs in the position of Deputy Chief, the Fire Chief shall post a Notice of Vacancy on the bulletin boards provided for in ARTICLE 21 of this Agreement for a period of seven (7) days. The Deputy Chief-Special Services may elect to transfer to the position of Deputy Chief and must notify the Fire Chief in writing of their desire to do so within the seven (7) day period. The Fire Chief may not grant such transfer unless the request is timely made.

Upon receipt of written notice that the Deputy Chief-Special Services desires to transfer, the Fire Chief shall post a Notice of Vacancy in the position of Deputy Chief-Special Services on the bulletin boards provided for in ARTICLE 21 of this Agreement, for a period of seven (7) days. An incumbent in the position of Deputy Chief may elect to transfer to the position of Deputy Chief-Special Services and must notify the Fire Chief of his desire to do so within the seven (7) day period. Upon the expiration of the period, the Fire Chief shall grant the transfer to the most senior Deputy Chief requesting it. Seniority shall be determined in accordance with the provisions of Section (a) of this ARTICLE.

Employees occupying the positions of Shift Deputy Chief and Deputy Chief Special Services may, with the permission of the Chief, exchange positions.

(c) Each newly hired employee covered by this Agreement shall be subject to a one-year probationary period to commence upon successful completion of the MFA recruit training program or similar program as determined by the Fire Chief. The probationary period for a lateral transfer is one year from the employee's date of hire; and for a reinstatement, one year from the date of rehire. During the mandatory probationary period, an employee may be discharged at the Town's discretion without the showing of cause required by Article 4 as to employees generally and without recourse to the grievance and arbitration procedure of this agreement.

## ARTICLE 20

### Rate of Pay

(a) The weekly rates of pay for the following classifications shall be as follows effective:

July 1, 2023 (4% COLA)

Classification

	1st Step	2nd Step	3rd Step	4th Step
Deputy Chief of Special Services	\$1,705.06	\$1,805.63	\$1,905.98	\$2,006.29
Deputy Chief	\$1,593.51	\$1,687.51	\$1,781.28	\$1,875.04
Lieutenant Fire Prevention	\$1,452.77	\$1,538.12	\$1,623.64	\$1,709.07
Lieutenant	\$1,357.72	\$1,437.50	\$1,517.42	\$1,597.27
Firefighter	\$1,180.59	\$1,250.08	\$1,319.38	\$1,388.87

July 1, 2024 (3% COLA)

Classification

	1st Step	2nd Step	3rd Step	4th Step
Deputy Chief of Special Services	\$1,756.21	\$1,859.80	\$1,963.16	\$2,066.48
Deputy Chief	\$1,641.32	\$1,738.14	\$1,834.72	\$1,931.29
Lieutenant Fire Prevention	\$1,496.35	\$1,584.27	\$1,672.34	\$1,760.35
Lieutenant	\$1,398.45	\$1,480.63	\$1,562.95	\$1,645.19
Firefighter	\$1,216.01	\$1,287.59	\$1,358.96	\$1,430.54

July 1, 2025 (3% COLA)

Classification

	1st Step	2nd Step	3rd Step	4th Step
Deputy Chief of Special Services	\$1,808.89	\$1,915.59	\$2,022.06	\$2,128.48
Deputy Chief	\$1,690.56	\$1,790.28	\$1,889.76	\$1,989.23
Lieutenant Fire Prevention	\$1,541.24	\$1,631.79	\$1,722.51	\$1,813.16
Lieutenant	\$1,440.40	\$1,525.05	\$1,609.83	\$1,694.54
Firefighter	\$1,252.49	\$1,326.21	\$1,399.73	\$1,473.46

The hourly rate of pay for overtime work shall be one and one-half the weekly rate hereinabove set forth divided by forty-two (42).

(b) New employees shall be hired at the minimum of the classification for which they are hired and may be hired at a step above the minimum with the approval of the Human Resources Board. New employees may advance one (1) step rate at the end of their first twelve (12) months of employment on the recommendation of the Chief Fire Engineer or his designated representative and may advance one step annually thereafter until the maximum is reached.

(c) Should an employee be denied a step rate increase upon the review of his performance by the Chief Fire Engineer or his designated representative, the employee shall be informed by the Chief Fire Engineer in writing of the reason or reasons for such denial.

(d) Employees promoted to a higher-rated position shall enter at the next to the highest step of the job group to which they are being promoted. Following promotion, after 12 months the employee would advance to the top step.

(e) Off-duty employees who report and remain on duty until properly relieved as a result of a call-in shall receive not less than four (4) hours pay at their overtime rate of pay.

Any employee who reports and remains on duty for a period in excess of four (4) hours preceding the employee's regularly scheduled shift shall be entitled to a meal hour.

(f) In the event an employee is assigned the duties of a higher-rated position for a period of three (3) days, the employee shall be paid for such duties at the rate to which the employee would be entitled under Section (d) of this ARTICLE if the employee were promoted to such higher-rated position.

(h) The education incentive program described in this section is open to employees hired before July 1, 2012. Such employees may participate in this program or, as an alternative, the program set forth in section

(h), below, but not both.

Employees who complete or have completed a Fire Science Course of Instruction for credit shall, on presentation of satisfactory completion of such courses, be paid at a rate to which they are entitled under Section (a) of this ARTICLE, in additional amount as follows:

3 semester hours	\$ 1.15 per week
6 semester hours	2.30 per week
9 semester hours	4.60 per week
12 semester hours	5.75 per week
15 semester hours	6.90 per week
18 semester hours	8.05 per week
21 semester hours	9.20 per week
24 semester hours	10.35 per week

Employees who, while employees in the Wellesley Fire Department, satisfactorily complete additional Fire Science courses for credit leading to an Associate's or Bachelor's Degree shall be eligible for reimbursement for tuition upon presentation of a valid transcript and received bill. This provision applies only to courses enrolled in after July 1, 1984. Tuition reimbursement per fiscal year is limited to \$1,000 per individual and \$15,000 total for the whole department; provided that if fewer than 10 persons take part per fiscal year, then participants may receive a larger reimbursement, up to \$4,000 per person, subject to the \$15,000 cap for the department. Tuition reimbursement is limited to core courses (courses required and/or directly related to major) for Fire Science or related majors (Fire Science, Emergency Management, Public Administration, Environmental Sciences, Civil and Mechanical Engineering, and Construction Management) for credit leading to an Associate's or Bachelor's Degree only. Reimbursement shall be paid within 30 days upon the conclusion of each fiscal year.

Credit for incentive payments or eligibility for tuition reimbursement shall be dependent upon the course's acceptance by an educational institution accredited by the New England Association of Colleges and Secondary Schools. The Chief of the Department shall be solely responsible for determining whether or not a course is a "Fire Science" course. Decisions of the Chief of the Department under this Article shall not be subject to the grievance procedure.

(g) Effective July 1, 2012, the following Secondary Education Incentive Program shall be established:

A. **Eligible degrees for secondary education incentive program:** An associate's or bachelor's degrees in the following major concentrations shall be eligible for the secondary education incentive program. This program is contingent upon the successful removal from civil service of all new employees and employees who are promoted:

- Fire Science
- Emergency Management
- Public Administration
- Environmental Sciences
- Civil and Mechanical Engineering
- Construction Management
- Psychology

Degrees in other disciplines determined by the Fire Chief to be relevant to the employee's current or potential duty assignment may be approved, subject to ratification (on a case by case basis) by the Select Board.

All Degrees shall have been awarded by a college or university listed in the database of accredited postsecondary institutions and programs maintained by the U.S. Department of Education.

In addition, any employee hired prior to July 1, 2012 who does not otherwise qualify for the secondary education incentive and who achieves 20 years of service with the Department will be eligible to receive an incentive payment equivalent to that provided for an Associate's degree. An employee may only receive an incentive payment for a degree, or career educational experience, but not both. Also, any employee who qualifies for the secondary education incentive shall not be eligible for the education incentive payment provided for in Article 20(g) of the prior contract.

**B. Secondary Education Incentive:** Upon receipt of an approved degree or completion of the required years of career educational experience, and provided the Department is notified by the December 1<sup>st</sup> of the preceding year, the base salary for an employee shall be increased on the following July 1<sup>st</sup> by the following amounts:

FY 18: Bachelor's/ Masters degree	\$4,000
Associate's degree or 20 years career educational experience	\$2,000
FY 19: Bachelor's/ Masters degree	\$4,250
Associate's degree or 20 years career educational experience	\$2,250
FY 19: Bachelor's/ Masters degree	\$4,500
Associate's degree or 20 years career educational experience	\$2,500

**C. Fire- Service Certification Pay**

Employees who have completed the necessary training and have been certified by the Massachusetts Fire Training Council shall be granted additional pay according to the following schedule:

• Firefighter I	\$275.00/year
• Firefighter II	\$275.00/year
• Firefighter I/II (counts as two certifications)	\$550.00/year
• Fire Officer I	\$275.00/year
• Fire Officer II	\$275.00/year
• Fire Officer III	\$275.00/year
• Fire Officer IV	\$275.00/year
• Fire Instructor I	\$275.00/year
• Fire Instructor II	\$275.00/year
• Fire Inspector I	\$275.00/year
• Fire Inspector II	\$275.00/year
• Fire Investigator	\$275.00/year
• Public Fire and Life Safety Educator I	\$275.00/year

• Driver /Operator-Pumper	\$275.00/year
• Driver/Operator-Aerial	\$275.00/year
• Hazardous Material First Responder *	\$275.00/year
• Hazardous Material Technician *	\$275.00/year
• Fire Prevention	\$275.00/year

\*employees may be eligible for either, but not both of these certs

Employees may be compensated for a maximum of four (4) certifications. If the Training Council adjusts its procedures to require regular re-certification for any given certification, employees must, at their own expense, attend training to qualify for said certification pay.

(i) Each employee covered under this Agreement shall receive in addition to the employee's regular compensation the further payment of an amount of money, subject to appropriate deductions, based upon the following schedule:

July 1, 2023

Years of Service with the Town of Wellesley	Amount of Lump-Sum Payment per Fiscal Year
10 - 14	\$650
15 - 19	\$900
20 - 24	\$1150
25 - 29	\$1400
30+	\$1650

July 1, 2024

Years of Service with the Town of Wellesley	Amount of Lump-Sum Payment per Fiscal Year
10-14	\$800
15-19	\$1050
20-24	\$1300
25-29	\$1550
30+	\$1800

July 1, 2025

Years of Service with the Town of Wellesley	Amount of Lump-Sum Payment per Fiscal Year
10-14	\$950
15-19	\$1200
20-24	\$1450
25-29	\$1700
30+	\$1950

The relevant years of service shall be calculated by counting the maximum number of years of full-time service completed between July 1 and June 30 of each fiscal year. The aforementioned amounts of money shall be paid

in a lump sum and shall be paid on or within two pay periods of the employee's anniversary date for each fiscal year.

(j) Employees shall be paid a weekly premium for time on duty during night-time hours of duty on a schedule as follows:

Firefighters	Lieutenants	Deputy Chiefs
\$19.19	\$20.42	\$21.65

This weekly premium for time on duty during night shift hours will be paid to those employees who are regularly scheduled to work whether the employees work the scheduled shift or not. Any employee covering the shift will no longer get paid the night shift differential.

(k) Compensatory time off with pay may be granted only to Deputy Chiefs of the Department in exchange for time worked in excess of the normal work shift or work week up to six (6) times each fiscal year as such time worked may be assigned by the Chief of the Department for the following purposes:

1. Conferences
2. Departmental Staff Meetings
3. Designated Departmental Representation
4. Training Course or Seminars
5. Official Occasions

Such compensatory time shall be paid back in full shift segments if requested. Such compensatory time shall be given according to the request of the Deputy Chief.

(l) Effective July 1, 2012, employees will be paid by direct deposit to one or more banks or other financial institutions only. Employees shall be provided remittance advices by e-mail only. The Employer shall provide forms for employees to designate the bank(s) or financial institution(s) to which their funds shall be deposited and the e-mail address to which the remittance advice shall be sent.

(m) Employees who work private, non-governmental fire details shall be compensated and scheduled in blocks of four (4) hours.

(n) EMT Coordinator shall receive a stipend in the amount of \$40 a week.

## **ARTICLE 21** **Posting Notices**

Bulletin boards will be provided by the EMPLOYER in each station and placed in a conspicuous place designated by the Chief Fire Engineer, for the publication of notices. No notice shall be posted except on such board.

If the UNION desires to post notices in the Department, such notice shall be first submitted to the Chief Fire Engineer for review. No change shall be made in any such notice thereafter. Notices containing material other than Union business shall not be posted on such boards. This includes materials involving private, non-union matters involving union members.

No denunciatory or inflammatory or derogatory material shall be posted on such bulletin board.

## **ARTICLE 22** **Settlement of Grievances**

(a) A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of the employee's employment or working conditions arising out of the terms and conditions of this Agreement, which have not been resolved to the employee's satisfaction through informal discussions with the employee's immediate superior. Such grievance may relate to the interpretation of said Agreement. The EMPLOYER and the UNION expect employees and supervisors to make a sincere effort to reconcile their differences.

(b) The following procedures are established for the settlement of grievances:

1. The employee must notify the Chief Fire Engineer of the grievance within fifteen (15) calendar days after the occurrence of the matter which gave rise to the grievance. The employee's grievance must be signed by the aggrieved employee and majority of the grievance committee and 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) evidence, documentary, if possible, to support the grievance;
- d) a statement of the reasons why the aggrieved believes the remedy should be granted.

The aggrieved, or member of the Grievance Committee, and the Chief Fire Engineer shall meet within five (5) calendar days and attempt to resolve the grievance. Within ten (10) business days (M-F) thereafter, the Chief Fire Engineer shall render in writing his decision in the matter. Such decision shall be in accordance with the provisions of this Agreement. Such written decision shall be addressed to the Local UNION with a copy to the aggrieved and the Custodian of personnel files for the Town of Wellesley.

2. Should the grievance remain unsettled after the decision of the Chief Fire Engineer, the grievance may be referred to the Select Board or its designee within fourteen (14) calendar days after the decision of the Chief Fire Engineer, otherwise the matter will be considered resolved. The Select Board or its designee will meet with the Grievance Committee within fourteen (14) calendar days after the referral in an attempt to resolve such grievance.

3. Should the grievance remain unsettled after the meeting with the Select Board or its designee, either party may within fourteen (14) calendar days request arbitration of such grievance and submit to the other party a notice of intent to arbitrate.

(c) Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association or, with the agreement of both parties (Town and UNION), by an Arbitrator selected under the rules and regulations of the Massachusetts Board of Conciliation and Arbitration.

(d) The grievance as stated in the Request for Arbitration 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 any way alter provisions of this Agreement. The decision of the Arbitrator shall be rendered within fifteen (15) days by mutual agreement of the parties hereto. The award of the Arbitrator shall be final and binding on the parties. The arbitration award shall be one such as is

permitted by law and the regulations and policies of the Commonwealth of Massachusetts applicable to the EMPLOYER, and the employees and the UNION.

(e) No employee shall have the right to require arbitration, that right being reserved to the EMPLOYER and the UNION.

(f) The EMPLOYER will make available, upon request, such records which the parties agree are pertinent to the arbitration and are not, in the opinion of the EMPLOYER of a confidential nature.

(g) Each party shall bear the expense of preparing and presenting its own case. The costs of the Arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

The costs of the Arbitrator and the Arbitrator's incidental expenses shall be borne by the party not prevailing.

### **ARTICLE 23** **Residence**

All employees with Civil Service status shall maintain residency within 25 miles of the Town, measured border to border. Employees without Civil Service status shall comply with the residency requirements of Massachusetts General Laws Chapter 41, §99A; provided, however, that should said statute be amended to allow employees to reside in a community 25 or more miles distant, the Town will permit employees to reside in a community that is 35 miles border to border from Wellesley. In all circumstances employees must be residents of the Commonwealth of Massachusetts.

### **ARTICLE 24** **Physical Fitness**

The Department will provide a program for employee wellness and health promotion. Examples of components of such an in-service program include, but are not limited to, nutrition education, proper lifting techniques, and stress reduction. Except while on duty and directed to participate, employees' participation in such programs shall be voluntary.

### **ARTICLE 25** **EMT Certification**

EMT certification, including defibrillator and administration of Epi-pens, so-called, is required as a condition of employment for all employees hired on or after 7/1/89. If an employee's EMT certification lapses for any reason, that employee is responsible for immediately notifying the Assistant Chief. Each case of lapsed certification will be investigated by the Assistant Chief and the EMS coordinator. If it is determined that an employee's certification lapsed through no fault of their own, the Employee will be allowed such time as is necessary to be reinstated with no disciplinary action taken by the Department, and no loss of weekly compensation. If it is determined that negligence on the part of the employee caused the lapse in certification, appropriate disciplinary action will be taken. The action taken to resolve each case of a lapse in certification will be applied on a case by case basis and shall not set a precedent for any future case. An Employee whose certification has lapsed due to their own negligence shall not receive the EMT compensation.

Costs of tuition, books and fees will be paid by the Employer to all employees upon certification. The maximum reimbursement by the Town shall not exceed the average of the cost in effect on January 1 of the contract year, of the programs offered in the region including at Mass Bay Community College.

The Town will reimburse up to \$200 per year, per firefighter, for verified EMT recertification costs.

Effective July 1, 2023, compensation for EMT certification shall be equivalent to 6% (six percent) of the weekly base pay for a lieutenant, step 4. Effective July 1, 2024, compensation for EMT certification shall be equivalent to 7% (seven percent) of the weekly base pay for a lieutenant, step 4. Effective July 1, 2025, compensation for EMT certification shall be equivalent to 8% (eight percent) of the weekly base pay for a lieutenant, step 4.

## **ARTICLE 26** **Promotions**

The purpose of this process is to identify the best-qualified individuals for promotion without regard to personal preference, prejudice or unsubstantiated opinions.

(a) The initial component of the promotional process shall be an examination held every two years in March, administered by a professional testing firm hired by the Town. Eligible employees who wish to participate in the examination will be responsible for any fees associated with the examination as well as any costs for test preparation materials.

(b) At least one hundred eighty (180) calendar days prior to any written promotional exam for Lieutenant or Deputy Chief, the department will announce by posting a notice including:

- i. The title of the position;
- ii. The date, time and location of the written exam;
- iii. A description of the duties of the position;
- iv. The eligibility requirements; and
- v. A reading list of resource materials upon which the test will be based.

Such notice will be posted conspicuously at both fire stations. Eligible employees, who are out of work due to illness, injury, active military duty or other leave, shall be mailed a copy of the examination notice.

(c) To be eligible for the written examination, the following time in grade criteria must be met for each rank:

- i. Lieutenant: A candidate must be a permanent member of the Department with a minimum of three (3) years of continuous service in the rank of firefighter.
- ii. Deputy Chief: A candidate must be a permanent member of the Department with a minimum of seven (7) years of continuous service of which three (3) years shall have been in the rank of Lieutenant.

(d) All candidates must notify the Chief in writing of their interest in taking the exam and by submitting a letter of intent and documentation of qualification for the posted position at least ninety (90) calendar days prior to the test date.

(e) Only candidates who pass the written examination as defined in paragraph (g) below will be included in subsequent phases of the promotion process.

(f) Examinations for Lieutenant and Deputy Chief will be conducted every two years.

(g) A promotional examination will be considered valid if at least three (3) applicants pass the exam with a score of seventy (70) or higher. In the event that fewer than three (3) applicants achieve a minimum passing score, the Chief may schedule another exam within one (1) year of the previous exam date.

(h) A candidate may appeal an exam question in writing to the Fire Chief within five (5) business days of the exam. The candidate shall be advised of the results of the appeal in writing within ten (10) business days of receipt of the appeal.

(i) Exam scores will be valid until a new exam is administered and results are available. Written promotional exam scores will be retained by the Human Resources Director. Human Resources will notify the Fire Chief of eligible candidates that passed the exam to complete the promotional process.

(j) Candidates who achieve a passing score on the written examination will be eligible to participate in an assessment center that may include an interview panel as one of its components. The exercises which comprise the assessment center shall be professionally designed and administered and shall have a goal of providing candidates an opportunity to demonstrate their knowledge, skills, abilities and personal characteristics that are directly related to the essential functions of the roles of Lieutenant and Deputy Chief. The consultant who develops and administers the assessment center shall be responsible for the scoring system for the assessment and for setting the passing score for this component. The Town will be responsible for any costs associated with any assessment center used as part of the promotional process.

(k) An assessment center is likely to include some of, or similar, metrics as listed below or other exercises as determined by the Fire Chief and the assessment center vendor as listed below:

- i. Employee interview/counseling
- ii. Citizen of community group meeting
- iii. Tactical/incident management
- iv. Department personnel meeting
- v. Training presentation
- vi. Community meeting
- vii. Situational response
- viii. Structure oral interview
- ix. “In-basket” exercise

x. Program planning

(l) Candidates who achieve a passing score on the assessment center shall be eligible for inclusion on the promotional list. The Fire Chief shall establish such a list using the following weighted components:

- i. Score on the written examination: 40%
- ii. Score on the assessment center: 40%
- iii. Evaluation by the Fire Chief of candidates' records of service as detailed in paragraph (n) below: 20%

(m) The Fire Chief shall evaluate candidates' records of service using the following criteria:

- i. Job related experience;
- ii. Evaluation of employee performance in the employee's present position (including contributions to the department);
- iii. Supervisory evaluation of the employee's promotion potential;
- iv. Sick leave record;
- v. Formal education;
- vi. Fire and EMS certifications;
- vii. Training and education through career and self-initiated development;
- viii. Disciplinary record of the employee;
- ix. Work ethic and initiative.

Candidates may submit materials relating to the above criteria for the Fire Chief's review to supplement Departmental personnel records. The Chief may at the Chief's discretion conduct individual interviews with individual candidates. The Fire Chief's portion of the evaluation will be conducted prior to the candidate's participation in the assessment center.

(n) The Fire Chief shall select from the three highest candidates on the list to recommend for promotion to the Board of Fire Engineers. Prior to presenting a recommendation the Chief will notify the three highest candidates of which candidate the Chief intends to recommend. This notification shall include a general statement summarizing the reasons for the Chief's recommendation.

If the selected candidate is not the highest ranked candidate, a candidate who is ranked higher on the list may request a review of the candidate's qualifications by the Board of Fire Engineers or their designee. Such request shall be made in writing within five (5) business days of notification by the Fire Chief. The Board of Fire Engineers or their designee shall review the candidate's qualifications and respond to the candidate and the Fire Chief within ten (10) business days of receipt of the request. The Fire Chief shall consider this response before making a final recommendation to the Board of Fire Engineers.

The decision of the Fire Chief as to which candidate is recommended for appointment shall not be subject to grievance or arbitration.

## **ARTICLE 27**

### **Layoff and Recall**

For the purpose of this Agreement, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, probationary employees shall be laid off first, followed by the least senior employee or employees. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Fire Chief within fourteen (14) calendar days of mailing of the recall notice of the employee's intention to return to the Wellesley Fire Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived the person's right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Fire Chief. Prior to returning to work after a layoff of one year or more a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Fire Chief deems necessary and appropriate. If, based on the results of such examination or investigation, the Fire Chief rescinds the offer of recall the Chief shall provide the employee with a written statement of reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.

In the event of a layoff in the rank of deputy chief or lieutenant, the incumbent with the least length of service in grade shall have the option to bump into a position in the next lower grade in the Department. If two employees have equal length of service in grade, the employee with less total service with the Department shall be affected by the layoff.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of All Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

## **ARTICLE 28**

### **Legislation**

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, federal or state, or Civil Service regulation, or should any provision of this Agreement be found to be in violation of any federal or state law, or Civil Service regulation by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 29**  
**Effect of Agreement**

(a) This instrument constitutes the entire Agreement of the EMPLOYER and the UNION arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

(b) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedence with respect to future enforcement of all the terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(e) In accordance with Massachusetts General Laws Chapter 150E, section 7, where this Agreement requires the appropriation of funds on the part of the EMPLOYER to effect the carrying out of any provisions hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

**ARTICLE 30**  
**Duration of Agreement**

This Agreement shall become effective July 1, 2023 except as otherwise provided herein, and shall continue in full force and effect until June 30, 2026 or until a successor agreement has been fully implemented. Negotiations for a successor agreement shall begin no later than thirty (30) days after written notice by either party of its desire to commence negotiations for a successor agreement, but in no event earlier than September of the last year of the Agreement. The Town and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor agreement.

In witness thereof, the employer has caused this instrument to be duly executed by its authorized designees and the Association acting on behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 27<sup>th</sup> day of August 2024.

LOCAL 1795, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

*Robert Massarelli*  
*Scott Smith*  
*Kevin Decker*  
*John Bratton*

TOWN OF WELLESLEY  
SELECT BOARD

*Clinton E. Anne*  
*Margie Niemi*  
*Thomas H. Murphy*  
*Brook Wellesley Woods*  
*Liam Moloney*

**APPENDIX A**  
**(Authorization for Payroll Deduction)**

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

TO: \_\_\_\_\_

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ (payroll period) the amount of \$\_\_\_\_\_.

This amount shall be paid to the Treasurer of Local Union 1795 International Association of Firefighters, and represents payment of my Union dues.

These deductions may be terminated by me by giving you a sixty (60) days' written notice in advance or upon termination of my employment.

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(Employee's signature)

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(Employee's address)

## APPENDIX B (Health Reimbursement Arrangement)

Employees will be offered a Town-funded health reimbursement arrangement (HRA) for calendar years 2017, 2018 and 2019.

An HRA is an account funded by an employer to reimburse participating employees for out-of-pocket medical expenses on a tax-free basis. Similar to a flexible spending account (which is funded by the participating employee), amounts to be credited to the account are set by plan year. When an employee incurs an out-of-pocket medical expense that is covered by the plan, he or she submits a receipt with a claim form to the plan administrator for reimbursement. Although the expense must be incurred during the plan year, there's a period of time after the end of the year in which to file a claim. Because this kind of account is authorized by the Internal Revenue Code, the employee does not pay taxes on the reimbursement.

Effective July 1, 2009, a family plan subscriber's account will be credited with \$500; an individual plan subscriber's account will be credited with \$200. For calendar (plan) year 2015, 2015 and 2016, a family plan subscriber's account will be credited with \$1,000; an individual plan subscriber's account will be credited with \$400.

Eligible expenses for reimbursement will be co-pays according to the following schedule:

Office visit – primary care	\$10 calendar year 2009; \$5 calendar 2010; \$0 calendar year 2011
Office visit – specialist care	\$20
Emergency room (not admitted)	\$25
In-patient	\$150
Same-day surgery	\$75
Diagnostic imaging	\$50
Prescription drug – retail	\$10 for each prescription $\geq$ \$25
Prescription drug – mail order	\$20 for each prescription

HRA funds must be expended before employee's flexible spending account (FSA) for eligible expenses. The Town will pay the administrative fee for the HRAs.

Any unexpended funds in an employee's account at the end of the plan year (calendar year) will revert to the Town.

Claims incurred during a given plan year may be submitted for reimbursement through January 31 of the following calendar year. Terminated employees will retain access to their HRA through the last day of health insurance coverage.

The full amount of annual reimbursement will be available to employees at the beginning of the plan year.

Participating employees must provide direct deposit information to facilitate reimbursement.

Participating employees will be eligible for reimbursement after exhausting the \$1,000 HRA for family subscribers or \$400 for individual subscribers through a \$50,000 pool established annually on a calendar year basis through 2011 by the Town for such excess claim by all participating employees in the rate-saver plans in

all departments. Reimbursement will be made in full to the extent that the aggregate of all excess reimbursement claims does not exceed \$50,000; and on a pro-rated basis if the aggregate amount of all reimbursement claims exceeds \$50,000.

**APPENDIX C**  
(Drug and Alcohol Policy)  
July 23, 2020 Updated

## **1. Introduction**

This policy has been adopted to address potential drug and alcohol abuse by Fire Department personnel, to ensure a safe, healthy and productive work environment, to protect the health and welfare of the citizens of the Town of Wellesley, and to assure compliance with the Federal Drug Free Workplace Act of 1988. These procedures provide the Town with reasonable measures to ensure that drug and/or alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

It is the general intent of the policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug and alcohol testing, which will be part of the program, is intended in part as a means of identifying those who need help and ensuring they receive appropriate help.

The Town will not tolerate any drug or alcohol use which could affect an employee's job performance. The public has a right to expect that sworn personnel will carry out their duties in a safe and reliable manner, free from the effects of drug or alcohol use. Firefighters and other Town employees similarly have a right to ensure that their safety and work is not jeopardized by a coworker's use of drugs or alcohol. This policy replaces any and all earlier policies or procedures on drug testing and applies to all sworn personnel.

## **2. Prohibited Conduct**

1. The following conduct by members of the bargaining unit is prohibited:
  - a. The use, transfer, manufacture, sale or unauthorized possession of illegal drugs or drug paraphernalia.
  - b. The use or unauthorized possession of alcohol on Town property, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, or during working hours.
  - c. Reporting to or staying at work with the metabolite of an illegal drug in the blood, or with a blood alcohol level/concentration (BAC) of 0.04 or above.
  - d. Driving under the influence of alcohol or drugs while on duty.
  - e. Switching or adulterating any sample.
  - f. Refusing to consent to testing, or refusing to submit a breath or urine sample for testing.
2. Any employee who is arrested or convicted of a drug-related offense or for driving while intoxicated must notify the Chief within 24 hours of the arrest or conviction, or upon return to duty for his or her next shift, whichever comes first. Such arrest or conviction will be considered reasonable suspicion and the employee will be required to submit to testing in accordance with section 4.

## **3. Prohibited Drugs**

1. Controlled Substances: For the purposes of this policy, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs by way of example are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines.
2. Prescription Medication: An employee who is taking a controlled substance under a valid prescription or any other prescribed medication should check with his or her physician to ensure that the medication will not interfere with the employee's ability to perform job functions safely and efficiently. Any prescription that may affect the employee's ability to perform job functions safely and efficiently must be brought to the attention of the Fire Chief as soon as possible. Any concerns, questions, or doubts should similarly be brought to the attention of the Fire Chief. The Fire Chief may assign an employee taking a prescribed medication that may affect their ability to perform the job safely and effectively to a less hazardous job assignment or place them on a temporary leave of absence until released as fit for duty by a physician designated by the Town, which may or may not be the employee's own medical provider. The use of prescription medication without a valid prescription shall be considered testing as positive.

#### **4. Testing**

1. All members of the bargaining unit will be tested for drugs and/or alcohol under the following circumstances:
  - a. New Hires: New employees will submit to a drug test before their date of hire by a licensed facility approved by the Town or Chief. A verified positive test will result in the withdrawal of any offer of employment.
  - b. Drug testing vendor(s) will be hired as determined by the Town or Chief to provide on-site and/or off-site testing. An employee suspected of being under the influence of drugs or alcohol on duty will be driven to the testing facility by the Chief or designee.
  - c. Reasonable Suspicion of Drug and/or Alcohol Use: When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.

The determination of "reasonable suspicion" shall be made based on specific, observable phenomena, such as: direct observation of on-duty alcohol use or possession; direct observation of on-duty or off-duty use or possession of illegal drugs; the display of behaviors which appear to be indicative of the use of any drug or alcohol, and are not attributable to other factors; a pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and/or alcohol abuse; arrest, indictment, or conviction for a drug-related offense; and/or behavior which is determined to pose a substantial risk of injury or property damage, which is not attributed to other factors, and which appears to be related to drug and/or alcohol abuse.

The determination of reasonable suspicion may be made by the Fire Chief, the Assistant Fire Chief, or in their absence by two (2) or more trained supervisors. In those instances, when the determination of reasonable suspicion is made by two supervisors, both supervisors will

complete and sign an Observed Behavior Reasonable Suspicion Record as shown on Appendix B. Two subordinate personnel may file a report and contact the next ranking superior officer of their observations for action to be taken.

The Town will provide reasonable suspicion training for all members of the Department. Upon implementation of this policy, reasonable suspicion training will be conducted on duty. The Town will provide periodic refresher training for all Department staff that will be conducted on duty. The training is intended to ensure that all personnel are able to identify situations when their own personal safety or that of their coworkers may be at risk by someone exhibiting signs of a substance abuse problem or under the influence of drugs or alcohol. Any employee who feels that his or her well-being is threatened by someone who may be either under the influence of drugs or alcohol or who may have a substance abuse problem should report those concerns to any ranking Fire Officer who will then immediately report those concerns to the Fire Chief or make a determination of reasonable suspicion in accordance with section above.

An employee will be placed on administrative leave with pay while waiting for a test result based on reasonable suspicion. If the test result is positive for drug or alcohol use, the employee's administrative leave will be without pay as of the date of the positive test result.

- d. Post-Incident: Any employee involved in an accident, or an incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, especially one which results in significant injury or property damage, will be directed by the Town to submit to a drug and/or alcohol test as soon as reasonably possible. If the employee is tested while off-duty, and the test is negative, the employee shall be compensated at straight time rate for the time actually spent attending the test.
- e. Random Testing: The Town may conduct a random drug and alcohol test once per fiscal year. The Town shall provide notice to the Union of the date of the random testing no fewer than forty-five (45) days in advance. The names of all employees scheduled to work that day shall be submitted to the drug testing facility, which will in turn randomly select no more than three (3) names for testing.
- f. Return to Duty: When an employee tests positive for drugs or alcohol, he or she will be required to submit to a return-to-duty drug and/or alcohol test after assessment by a substance abuse professional (SAP), completion of treatment, and clearance to return to full-duty is provided by the SAP. In order to return to duty, the employee must have a BAC of less than .02 and/or a verified negative drug test. Without a successful test result, the employee is considered to be unqualified to continue to perform work-related functions. The cost of the return-to-duty test will be borne by the Town.
- g. Follow-up Testing: An employee who has violated the drug and alcohol policy but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment at the discretion of the Fire Chief. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than two (2) years. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol at the discretion of the Fire Chief.

## **5. Testing Procedures**

- 1. Alcohol Testing: Alcohol testing will be conducted in accordance with the U.S. Department of Transportation (DOT) regulations (49 CFR Part 40).

2. Drug Screening: Drug screening for prohibited drugs using urinalysis will be conducted in accordance with DOT regulations (49 CFR Part 40).

3. Re-tests:

- a. The urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.
- b. Alcohol testing will include provisions for re-testing in accordance with DOT regulations.
- c. An employee with a positive test result who requests a re-test will remain on administrative leave without pay pending the outcome of the re-test. If, upon a re-test that has a negative result for the use of drugs or alcohol, and the initial test was shown to be inaccurate or otherwise faulty, the employee will be made whole at straight time pay for the period of administrative leave.
- d. The cost of the re-test will be borne by the employee. If the result of the retest is negative, the employee shall be reimbursed for the costs of the test.
- e. Any test in which proper procedures are not followed, in which chain of custody is breached, in which a split sample test results in a negative test, when the Medical Review Officer (MRO) deems the test to be negative, or which is invalidated for any reason, through no fault of the employee will be deemed a negative result. The sample and the results will be destroyed.
- f. All negative samples will be destroyed, and all positive samples will be destroyed after any appeal period has been exhausted. Samples will not be tested for any purpose other than the drugs specified.
- g. Test results and medical information will be provided to and maintained by the Wellesley Fire Department and/or the Human Resources Department in a confidential medical file, separate from the employee's regular personnel file.
- h. Off-duty employees directed to be tested by the Town in accordance with this policy will be paid overtime in accordance with the applicable provisions of the Collective Bargaining Agreement. If the employee tests positive, no overtime will be paid.

## **6. Searches**

The Town has the right to search for alcohol or drugs on Town-owned or controlled property, including in desks, Town vehicles, and lockers, that may conceal substances prohibited by this policy. During any such search one or more Officers shall be present.

## **7. Violation of this Policy**

1. Any employee that voluntarily seeks help for substance abuse by informing the Chief and does not have any prior positive test result, formal documentation or incident, accident, or injury related to the use of drugs or alcohol, will not be subject to any disciplinary action. This "Amnesty Period" is to encourage those who may have issues with substance use or

abuse to come forward to seek assistance without fear of the loss of their position.

2. If an employee refuses to take any test or attempts to tamper, adulterate, or otherwise improperly interfere with the administration of any test (including any tests during a rehabilitation program or follow-up testing) shall be deemed a positive test result and the employee will also be subject to additional discipline, up to and including termination from employment. Any continued refusal to take a test constitutes insubordination and the employee will be subject to termination.
3. Employees who test positive for alcohol and/or drugs will be placed on unpaid administrative leave and will generally be subject to the progressive discipline and/or rehabilitation process, although, with the exception of those who qualify for the “Amnesty Period,” the Town reserves the right to impose greater discipline up to and including termination depending upon the specific facts in connection with the positive test and prior work history.
  - a. Upon a first violation of this policy, as a general guideline, employees will receive an unpaid disciplinary suspension of one (1) week (seven calendar days). The Town reserves the right to impose a greater disciplinary penalty, up to and including termination if the action involved any property damage or personal injury. The disciplinary suspension shall be without pay and the firefighter may not use any accrued leave time. Thereafter, the employee will be required to attend a certified drug and alcohol rehabilitation program that may be inpatient or outpatient and may use any accrued sick (non-occupational), vacation, or personal leave during the rehabilitation program. The program must be approved by the Fire Chief and/or Director of Human Resources and a SAP.
  - b. Employees who enter into a rehabilitation program must be evaluated by a SAP and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment of the recommended treatment will be at the expense of the employee (or his or her health insurance program, if applicable).
  - c. There are a number of treatment facilities that specialize with first responder and veteran's substance abuse. The Fire Department, upon consultation with the employee, Town's Employee Assistance Program (EAP), SAP, and/or PFFM or Local 1795, to help find the best possible treatment program covered by the employee's insurance.
  - d. If any employee is subject to any reasonable suspicion or post-incident test at an off-site testing facility, the employee must be picked up from work and \_\_\_\_\_ cannot leave in their own vehicle. If the employee refuses and drives their own vehicle, the Wellesley Police will be contacted with a vehicle description and the \_\_\_\_\_ direction headed. While we prefer this be an internal matter, the safety of the individual and public is the Paramount consideration. The Wellesley Police can make their own determination as to any impairment. The employee will still be subject to testing even in police custody. Leaving the station in their own vehicle is a serious offense and will result in additional disciplinary action up to and including termination from employment.

- e. Employees who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.
- f. Employees who have (1) been evaluated by a SAP; (2) fully complied with the recommended treatment program; (3) been cleared by the SAP to perform all of their essential functions; (4)

taken and passed a return-to-duty test; and (5) who are subject to unannounced follow-up tests, may return to work. As a condition of employment, the employee must comply with prescribed follow-up care, if any, and testing.

- g. Employees who have returned to work under these conditions and who subsequently test positive for drugs or alcohol for a second offense in accordance with this policy, as a general guideline, will receive an unpaid disciplinary suspension for a period of thirty (30) days. The Town reserves the right to impose greater discipline up to and including termination depending upon the specific facts in connection with the positive test and prior work history. During that time the employee must comply with the conditions set forth under 7.3(a)-(f).
- h. Any employee that is found to be in violation of this policy for a third time shall receive more severe disciplinary action as determined by the Chief or Board of Fire Engineers up to and including termination from employment.

## Letter of Understanding

The purpose of this letter is to document the understanding between the Town of Wellesley and Local 1795, IAFF, concerning the role of the desk operator at Fire Station No. 2.

The desk will be manned by a member of the on-duty shift from 8:00 AM to 10:00 PM, and from 7:00 AM until relieved by a member of the next shift. The member assigned to desk duty will be responsible for the following:

- Greeting the public, answering questions, providing directions.
- Answering the telephone, directing calls to the appropriate person.
- Taking messages for the Chief and Deputy Chief when either of them or the Chief's secretary is not available.
- Checking messages in the general voice mail from time to time.
- Receiving and logging burning permit applications; maintaining the fuel log.
- Recording and posting on the bulletin boards the time and date that groups will be visiting the stations.
- Maintaining the list of streets that are blocked, hydrants out of service, water turned off, boxes out of service, etc.
- Keeping the desk area clean and neat.
- Notifying the Captain or Lieutenant on duty of any dispatch error so it can be corrected; directing any questions from dispatch to the Captain or Lieutenant on duty. If no officer is present, the desk operator should make sure that Fire Department procedure is being followed.
- Maintaining the journal, including entering the daily roster; logging illnesses, vacations, personal days, etc.; logging the time and type of day off a member is taking; logging when workmen enter and leave the building.

The desk operator will also respond to incidents with his or her assigned company. If the desk operator responds to an incident but Station No. 2 is not emptied by the incident, a back-up person will attend the desk until the desk operator returns. When Station No. 2 empties completely to respond to an incident, the telephone system will be placed in the answering mode until the desk operator returns and resumes the desk duties.

This function will be implemented when the Fire Department has acquired and installed a suitable telephone system to support the Department's operations when the desk is not manned. Until such time, the duties of the desk operator will continue as they have been since the dispatch function was consolidated. It is anticipated that the telephone system will be installed during fiscal year 2002.

Signed this \_\_\_\_\_ day of June, 2001:

Local 1795, IAFF, AFL-CIO

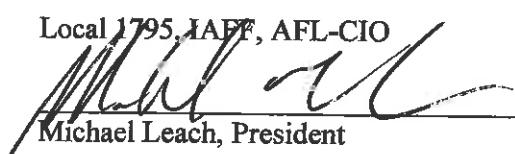
Town of Wellesley

William Delorie, President

Kevin Rooney, Chief Fire Engineer

The parties have further agreed to amend paragraph two of this letter by changing "10:00 PM" to "8:00 PM".

Local 1795, IAFF, AFL-CIO



Michael Leach, President

Town of Wellesley

  
Richard DeLorie, Chief Fire Engineer