

Contract # 1186

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Collective Bargaining Agreement between

TOWN OF MAYNARD

and the

MAYNARD PERMANENT FIREFIGHTERS ASSOCIATION

LOCAL 1947, I.A.F.F. AFL/CIO

JULY 1, 2018 to June 30, 2021

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**AGREEMENT BETWEEN THE
TOWN OF MAYNARD**

AND

**THE MAYNARD PERMANENT FIREFIGHTERS ASSOCIATION LOCAL 1947
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL/CIO**

PREAMBLE

Whereas, the Maynard Permanent Firefighters Association, Local 1947, International Association of Firefighters was certified on July 30, 1971, as the exclusive representative of a bargaining unit consisting of certain employees of the Maynard Fire Department, hereinafter called the Town, desire to maintain a state of mutual understanding and harmony, the parties do mutually covenant and agree as follows:

**ARTICLE 1
RECOGNITION**

Section 1: The Town hereby recognizes the Union to be the exclusive representative of those employees of the Town comprising the certified bargaining unit for the purpose of collective bargaining with respect to wages, hours and conditions of employment and standards of performance and productivity.

Section 2: The Union recognizes that the Town retains the exclusive and ultimate right and authority to manage and administer the operations of the Maynard Fire Department and all personnel therein except as otherwise expressly provided in the Agreement or by law.

**ARTICLE 2
UNION SECURITY**

Section 1: The Town agrees to deduct one initiation fee as determined by the Union for each employee who so authorizes the Town in writing, and to deduct Union dues as determined by the Union, per pay period from the pay of each employee who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. The Union shall notify the Town within a reasonable period of time prior to the first deduction of each employee.

Section 2: The authorization form shall be delivered to the appropriate Town officials for their suggestions.

Section 3: Although membership in the Union is not mandatory for Maynard Firefighters, benefits gained by the union are accorded all employees represented; therefore, all Non-

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Union employees must agree in writing as a condition of employment to contribute an amount equal to the Agency Service fees to the Union, which shall be proportionately commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 150E, Section 12, of the General Laws. Said Agency fees shall be handled in the same manner as Union dues, described in Section 1 of this Article.

Section 4: It is understood that it is the responsibility of the Union to provide the authorization forms and to have them executed by the employees.

Section 5: The Town agrees not to discharge employees without just cause. The Town further agrees not to discriminate against, interfere with in any way, restrain or coerce any employee on account of Union Membership or participation in Union activities.

Section 6: The Town will provide space for and a bulletin board of reasonable size in the station to be used for Union notices concerning business and activities. Documented disparaging and / or improper statements will not be considered as, or allowed as, business and activities on the bulletin board. Statements in support or disagreement with policies being discussed or implemented are allowed insofar as they are not personally disparaging to others.

Section 7: The Union negotiation Team shall be allowed to conduct Union business concerning contract negotiations with the Town Administration, during normal working hours without a loss of pay or benefits provided each member furnishes their own substitute to work in their absence at no cost to the Town. The Union's Negotiation Team shall be limited to two members per shift.

Section 8: The Rules and Regulations of the Fire Department, existing at the time of the execution of this Agreement shall be equally applied throughout the Department. Said rules and regulations shall be posted in the Fire Station and distributed to all employees. The Chief may alter the present rules and regulations, but shall not do so in an arbitrary or capricious manner subject to the grievance procedure

Section 9: The Union agrees to hold the Town of Maynard and its agents and its employees harmless from any and all claims, demands, or litigation of any kind that may arise based on any action taken by the Town, its agents, or employees, to require compliance with the provisions of this article in relation to the payment and collection of agency fees.

ARTICLE 3 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: An employee shall not be removed, discharged, suspended, fined reduced in rank or disciplined in any manner, except for just cause, and such action shall be reviewable under the Grievance and Arbitration Procedure hereinafter set forth.

Section 2: Any dispute, grievance, or difference in respect to hours, wages, standards of productivity and performance and any other terms and conditions of employment arising during the term of this contract, shall be adjusted in accordance with the following procedure.

Time limitations may be waived and/or extended by mutual agreement of the parties. An aggrieved employee may have a Union representative present at, and participating in, any level of this procedure. The intent of the grievance procedure is that it is in addition to any remedy available under the Massachusetts General Laws.

- **Step 1** – Employee shall submit his grievance in writing to the Local 1947 Grievance Committee within 30 days of when the employee should reasonably have become aware of the grievance. The Grievance Committee shall determine justification of the complaint. In making its determination, the Grievance Committee shall discuss the grievance with the Employee’s immediate supervisor.
- **Step 2** – If the grievance is unresolved, the Union through its Grievance Committee shall take up the grievance in writing with the Fire Chief and/or his designated representative. The Fire Chief shall have fifteen days, exclusive of Saturdays, Sundays, and Holidays, to act on said grievance. Within the fifteen-day period, the Fire Chief and/or their designated representative shall meet with the Employee’s Grievance Committee and the Employee to discuss and try to resolve the grievance.
- **Step 3** – If no agreement is reached between the Union and the Fire Chief, it shall then be referred in writing to the Town Administrator. The Town Administrator or his/her designee shall provide a decision in writing within twenty-one days after receipt of said grievance.
- **Step 4** – In the event that Steps 2 and 3 fail, at the request of either party, the grievance must be submitted within thirty days of the Administrators denial of the grievance to the American Arbitration Association for the appointment of a private arbitrator mutually agreeable to both parties, whose decision shall be final and binding on the parties of this agreement. (See General Law, Chapter 149, Section 178K). The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 3: The jurisdiction of the arbitrator shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall arbitrate the question only. The arbitrator shall not have the authority to alter, modify, or amend this Agreement. The arbitrator shall be requested to issue their decision within thirty days after the conclusion of testimony and argument.

Section 4: Any aggrieved employee and their Union representative shall be permitted reasonable time off from regular duties without loss of pay for the purpose of attempting to resolve a grievance at any step of the grievance procedure. Said time off shall be limited to the time involved in the direct discussion with the Chief of the Fire Department.

Not more than two employees shall be present at the discussion on a particular grievance, in addition to a Union representative.

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**ARTICLE 4
STABILITY OF AGREEMENT**

Section 1: There shall be no amendments to this Agreement that are not executed in writing.

Section 2: The provisions of this Agreement shall be considered separable. If any provisions are determined or rendered void or invalid by reason of any By-Law, Statute, or court finding, then the remainder of this Agreement shall remain in full effect and force. Should this occur, the parties agree to negotiate substitute language to provide for the subject matter of the provision that was invalidated.

**ARTICLE 5
HOURS OF WORK**

Section 1: An employee's regular work week shall consist of an average of (42) hours per week over an eight week period. For the purposes of a regular work hours, a day shall be defined as (24) hours. Each work day shall commence at 0800 and run for (24) hours from that point. The Chief, with reasonable advance notice, can change the work schedule at their discretion providing it is not done in an arbitrary or capricious manner subject to the grievance procedure. The schedule shall be an eight day schedule as follows:

Shift Schedule

Day	1	2	3	4	5	6	7	8
Group	1	2	1	2	3	4	3	4

Section 2: Employees may be permitted to substitute or exchange time with qualified employees of equal rank within the Department. Substitution may be permitted when approved in advance by the Chief or his representative. Swapped time must be paid back within the calendar year.

Section 3: Scheduled overtime shall be equally and impartially distributed among personnel in each rank. An overtime roster for each rank shall be kept by the Chief or his/her designee. If an employee refuses an overtime opportunity when notified, the refused opportunity shall be charged against such employee just as if they had actually worked such opportunity. The parties recognize that the assignment and performance of work by employees in excess of the regular work week and outside of regularly scheduled work hours is a condition of employment and is required. All employees are required to work when ordered by the Fire Chief or his/her designee. Failure of an employee to respond to call or work when so ordered or to make themselves reasonably available for call, except for physical, personal or other compelling reasons, may result in disciplinary action or loss of further overtime opportunities or both.

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Section 4: An employee held for overtime beyond their regular tour of duty, shall be granted a minimum of one (1) hour of overtime pay, and any overtime worked in excess of one (1) hour shall be compensated to the next fullest hour, and so on. Any employee called back to duty for any reason shall be compensated at the overtime rate of pay hereinafter set forth for at least two (2) hours; even if the overtime actually worked is less than two (2) hours. Any overtime worked in excess of two (2) hours shall be compensated to the next full hour and so on.

Section 5: Effective upon implementation of this contract there shall be a four (4) hour minimum compensation at the overtime rate for a call back to a Code A or Code B. There shall be a four (4) hour minimum compensation at the overtime rate for a call back to a Box Alarm.

Any employee responding to a box alarm and is called back to duty or held for overtime beyond his regular tour of duty, shall be released by the Chief or his/her representative when conditions return to normal.

Section 6: An Officer or member of the Fire Department shall be paid a rate of time and one-half of said employee's basic hourly rate for all hours worked in excess of the employee's regular hours of duty as scheduled by the Fire Chief or his/her representative. For the purpose of this section, the employee's regular hours of duty shall be scheduled work hours not exceeding an average of forty-two (42) over a one to eight week schedule determined by the Fire Chief or his/her representative.

Section 7: If an employee is transferred to another group, the eight-week cycle shall be the four (4) weeks immediately prior to the transfer, the week the transfer takes place, and the next three (3) weeks. No employee shall be required to pay back or be considered to "owe" time to the Town as a result of any shift transfer.

ARTICLE 6 DUTIES

Section 1: The normal duties of the Fire Department shall consist of prevention, control and extinguishing of fires and other duties reasonably related thereto as determined by the Chief and recognized procedures for upkeep and proper care of equipment, property and facilities necessary for efficiency, safety and cleanliness within the Department. Job descriptions of Firefighter and Captain are considered fluid documents that may be updated periodically by the Chief. All changes will be done in a manner consistent with the general duties of fire service personnel and shall not be amended or updated in an arbitrary or capricious manner. Any changes will be in compliance with MGL Ch. 150E. Job descriptions shall be located with the Standard Operating Guidelines, General Orders, and Rules and Regulations of the Maynard Fire Department.

Section 2: A Safety Committee will be established, consisting of one Captain, appointed by the Chief, one Private appointed by the Union, and the Chief as Chairman. Meetings of an

informal nature will be held at least once a month to establish reasonable safe working conditions, enforcement of the same, and any other matters related to safety. Accurate minutes of the meetings shall be kept, and provided to both parties. Any employee or the Chief may submit a recommendation for consideration by the Safety Committee. Upon receipt of a written communication, the Chief, after consulting with the other Committee Members will respond in writing to the submitting individual within forty-eight (48) hours of submission:

1. Whether the Committee will consider the submitted matter at the next regularly scheduled monthly meeting or at a special meeting and;
2. The basis for said decision.

If consideration by a special meeting is deemed appropriate, said meeting must be held within five (5) days of the date of the decision to hold said meeting. If disposition by a special meeting is not deemed appropriate, the written request and response thereto will be inserted in the minutes of the next meeting. It is understood by all parties that the purpose of the Safety Committee will be to make recommendations.

ARTICLE 7 VACATIONS

Section 1: A permanent full time employee with at least five (5) months of continuous service shall be entitled to paid vacation during the first fiscal year of employment in accordance with the following schedule:

FIRST YEAR OF EMPLOYMENT	PAID VACATION HOURS
July or August	96 hours
September through January	48 hours
February through June	0 hours

Beginning with the fiscal year that includes the employee's fifth (5th) anniversary of employment, the employee will receive 144 hours of vacation. Beginning with the fiscal year that includes the employee's tenth (10th) anniversary of employment, the employee will receive 192 hours of vacation. Beginning with the fiscal year that includes the employee's fifteenth (15th) anniversary of employment, the employee will receive 240 hours of vacation. Beginning with the fiscal year that includes the employee's twentieth (20th) anniversary of employment, the employee will receive 288 hours of vacation.

Section 2: Insofar as it is consistent with the efficient operation of the Fire Department as determined by the Fire Chief, each employee shall be granted a minimum of two (2) weeks of their earned vacation during the period beginning June 1 and ending September 30 of each year. Such vacations shall be chosen by each employee according to seniority in classification. "Bumping" from the vacation list by reason of seniority shall not be allowed after April 1st for the following fiscal year. All requests for vacation shall be submitted by April 30 for the balance of the fiscal year.

Section 3: Pro Rated Benefits

An employee with fewer than ten (10) years of creditable service under GL c.32 will have his/her vacation benefits pro-rated upon resignation or retirement. The employee’s vacation time earned on July 1 of the fiscal year, will not be paid out in full but on the following schedule based on date of termination.

Resignation between July and December – 50%

Resignation between January and March – 75%

Resignation between April – June – 100%

Any employee who provides the Town with a minimum of three (3) months notice of his/her resignation or retirement shall receive his/her full allotment of vacation time for that given year, regardless of years of creditable service.

Section 4: Upon the death of an employee who is eligible for a vacation under the provisions hereof, payments shall be made to the beneficiary designated by the employee for the Town Insurance purposes in an amount equal to the unused vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

Section 5: Vacation must be taken in the fiscal year in which they are due, and shall not accumulate from year to year unless specifically authorized by the Fire Chief due to emergencies or uncontrolled events

**ARTICLE 8
HOLIDAYS**

Section 1: Employees shall receive holiday pay as described in Section 2 for each of the following days:

- | | |
|----------------------------------|--|
| 1. New Year’s Day | January 1 st |
| 2. Martin Luther King’s Birthday | 3 rd Monday of January |
| 3. Presidents’ Day | 3 rd Monday of February |
| 4. Patriot’s Day | 3 rd Monday of April |
| 5. Memorial Day | Last Monday of May |
| 6. Independence Day | July 4 th |
| 7. Labor Day | 1 st Monday of September |
| 8. Columbus Day | 2 nd Monday of October |
| 9. Veteran’s Day | November 11 th |
| 10. Thanksgiving Day | 4 th Thursday of November |
| 11. Day after Thanksgiving | Day after 4 th Thursday of November |
| 12. ½ Day prior to Christmas Day | ½ Day Prior to December 25 th |
| 13. Christmas Day | December 25 th |

Section 2: For each said holiday each employee shall receive eight (8) hours of pay of the employee’s base weekly salary. In addition to the foregoing, if an employee actually works a holiday, he/she shall be paid at an overtime rate for the actual hours worked on the calendar holiday. For the purposes of this overtime eligibility, employees working 1800-0000 on Christmas Eve, the ½ day prior to December 25th, shall receive overtime pay for those hours.

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ARTICLE 9 PERSONAL DAYS

Section 1: Each employee shall be entitled to forty-eight (48) hours of personal time. Time shall be taken as two (2) single ten (10) hour day shifts and two (2) single fourteen (14) hour night shifts or two (2) days of twenty-four (24) hours each.

Section 2 : New employees shall be entitled to (10) hours, during each four (4) months he/she is there for the remainder of the fiscal year in which they have been hired.

Section 3: Employees shall be entitled to twenty-four (24) additional personal hours, time taken as one (1) day shift and one (1) night shift, or one (1) day of twenty-four (24) hours, for each 12-month period during which the employee takes no sick leave. The 12 month period shall run from July 1 to the following June 30.

Employees may earn an additional (24) hours of personal time taken as (1) day shift and (1) night shift, or (1) (24) hour shift, if they have (96) hours of documented on-site (fire station) physical fitness in the previous fiscal year. Time shall be documented by the shift commander in the department's records management system (employee, date, time spent on physical fitness). These hours can also be completed at a recognized physical fitness center providing date and time of activity.

Section 4: To insure the meeting of staffing and operational and public safety needs, as much advance notice as possible is required for the appropriate and acceptable taking of personal days.

Section 5: Personal Time may not be carried over from one fiscal year to the next. Unused time is not paid out when an employee separates from employment for any reason.

ARTICLE 10 SICK LEAVE POLICY

Sick leave is for the protection of the employees against loss of pay due to illness, and the Chief may, at his discretion, require an employee to furnish satisfactory evidence of illness after missing two (2) consecutive 24 hr. shifts.

Section 1: Beginning, July 1, 2018, in exchange for the elimination of an annual Sick Leave Buyback, Sick Leave accumulation and buyback on termination (i.e., resignation or retirement) shall be as follows for all employees based on years of creditable service under GL c.32. There will be no further change without mutual agreement. Any employee terminated for just cause will not receive any Sick Leave Buyback.

Section 2: Earnings: each employee shall accumulate sick leave at the rate of eight (8) hours for each month of employment. The amount of sick leave, that may be accumulated from year to year, is unlimited.

Section 3: Using: An employee that takes sick leave shall be charged for the number of hours taken on an hour by hour basis.

Section 4: Upon termination of employment, except for just cause, an employee shall be paid, as part of his/her termination pay, a percent of his/her accumulated sick time hours, up to 1672 hours, at the date of termination according to the following schedule.

Buyback on termination shall be at the employee's wage rate in effect on the date of termination.

- An employee with fewer than five (5) years of creditable service, will not receive any of his/her accumulated sick time upon his/her termination.
- An employee with five (5) or more years but less than ten (10) years of creditable service, will receive twenty-five (25) percent of his/her accumulated sick time upon his/her termination.
- An employee with ten (10) or more years of creditable service, will receive fifty (50) percent of his/her accumulated sick time upon his/her termination.
- An employee that retires due to injury on duty (IOD) disability, regardless of years of creditable service, shall receive seventy-two (72) percent of his/her accumulated sick time upon his/her retirement.

Section 5: Sick Leave Bank.

1. The Bank.

There shall be a Sick Leave Bank for the purpose of making sick leave available to employees with long-term illness and injury who need and merit additional sick leave. The Chief and two representatives of the Union will constitute the administrators of the plan. The administrators will act by majority vote and the Chief will keep written records of their actions. The number of hours in the bank will be unlimited/uncapped, but shall be replenished to a minimum of 2160 hours.

2. Contributions.

Annually, on or about July 1st, if the sick days in the bank have fallen below 2160 hours, the administrators shall deduct up to twenty-four (24) hours from each employee to be credited to the bank. The administrators must impose the deductions uniformly upon all employees and they may not deduct more days than are required to bring the bank up to 2160 hours. If more than twenty-four (24) hours per employee is required to achieve the total, the deduction may be split into the following fiscal year.

Beginning July 1, 2018, in the second pay period of July, the administrators will deduct eight (8) hours annually from all employees who have not donated twenty-four (24) hours to the bank.

3. Grants of Sick leave

The administrators may grant sick leave to employees who request it in writing. The Administrators shall be guided generally by principles of need and fairness which include the following guidelines:

- Grants may be made only to employees who have exhausted their own current and accumulated sick leave.
- An employee shall be limited to a grant of sick time, in twenty-four (24) hour allotments, that is no greater than fifteen times the requester's years of service to the Maynard Fire Department. For example, one (1) year of service equals fifteen (15), twenty-fours (24s), two (2) years of service equals thirty (30), twenty-fours (24s).
- In cases where a grant of sick leave is inappropriate or insufficient, the administrators may lend sick leave to the employee. As an employee accrues new sick leave, it will be credited to the bank to repay the loan. The loan will not exceed the amount in the bank. Any unpaid balance of the loan will be deducted from the bank.

**ARTICLE 11
BEREAVEMENT LEAVE**

Section 1: Employees shall be paid for regular scheduled time lost due to a death of an employee's father, mother, child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, granddaughter, grandson, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, and spouse's grandparent occurring between the date of death and the date of the funeral. For special circumstances owing to transportation requirements, the department head may extend beyond the date of the funeral.

**ARTICLE 12
INJURY LEAVE**

Section 1: Injured on duty leave is determined in accord with the acceptable factual and medical data required by the provisions of M.G.L. Chapter 41, Section 100. Any employee incapacitated for duty because of injury sustained in the performance of his duty shall receive compensation in accordance with Massachusetts General Law, Chapter 41, Section 111F, and subject to the conditions posed therein, and shall not be considered sick and shall not lose sick leave.

In that assignments are a non-delegable management right, the Chief may require an employee who has been injured on duty (IOD) to perform light duty provided that the employee is not taking medication which would impair performance; that the Town is not contesting the employee's IOD status; and that the Chief has determined there is appropriate work available for the employee and for which the employee is qualified.

Section 2: Employees who are absent from work because of a work related injury for six (6) or more consecutive months will stop accumulating sick leave and will not be eligible to again accumulate sick leave until the start of the next calendar month in which the employee returns to work. For purposes of this Article, an employee who has returned to work from an injury leave and is then again absent due to a work-related or same injury within two (2) weeks of that return to work will be considered to be on one continuous injury leave.

Section 3: Employees who are absent from work for an entire fiscal year because of a work-related injury will not accumulate personal days for that fiscal year.

Section 4: In the instance that the employee's physician and the Town's designated physician cannot agree on the injury, a third neutral doctor mutually agreeable to the Town and the Union will be chosen, said cost to be borne equally by Town and Union and whose decision will be final.

Section 5: Should an employee be diagnosed at any time with a condition that meets the referenced diagnoses set forth in MGL 32, Section 94, as of July 1, 2018, the employee may be considered IOD 'injured on duty' and not charged sick, vacation, personal, or swap time for his/her absence from work.

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ARTICLE 13 SENIORITY

Section 1: Seniority shall be considered the length of an employee's continuous service in a permanent classification within the Fire Department of the Town. An employee's date of seniority shall be advanced to eliminate as credited service, all personal time lost where an employee has absented himself at any one continuous period in excess of ninety (90) days solely for reasons of a personal nature. The permission of the Fire Chief must be given for personal leave status. Absence due to illness or injury shall not be cause to amend the date of seniority. The termination of employment, whether voluntary or otherwise, shall result in permanent loss of the employee's seniority.

Section 2: The Chief shall establish a seniority list on or before July 31 of each year. Said list shall be posted at the station for a minimum period of thirty (30) days.

Section 3: Reductions in force and recalls shall be conducted in accordance with the seniority list, so that the less senior employees will be first to be laid off and the last recalled. Laid off employees who wish to be recalled must provide (and update) the Department with written notice of a current address at which they may be contacted by registered mail. When a firefighter position becomes available within the force, the Fire Chief shall start a recall of the laid off employees on a seniority basis. The Fire Chief shall notify each laid off firefighter by Registered letter at the most current address provided in writing by the employee. Each person contacted shall have one opportunity to accept or refuse the position. If refused, the Fire Chief will not be further obligated or required to contact said person for future employment. When a person who has been laid off is contacted and offered a position within the Maynard Fire Department, he/she shall respond with an acceptance or refusal in writing within 14 days of notification. When no notification is received within the above time limit, the answer shall be considered a refusal of the position.

**ARTICLE 14
SALARIES**

Section 1: Captain shall be 24% above the rate established for firefighter. The Wage scales for employees shall be as follows:

Effective July 1, 2018 1% (acknowledges moving EMT Stipend into base pay)
 Effective July 1, 2019 2.5%
 Effective July 1, 2020 2.5%

Firefighter:	Base/Step 1	Step 2	Step 3	Step 4
FY-2018 + 2%				
	50332.4653	51891.6292	53340.0665	55017.3711
FY- 2019 EMT into Base + 1%				
	54017.2852	55592.0455	57054.9672	58749.0448
FY - 2020 + 2.5%				
	55367.7173	56981.8466	58481.3413	60217.7709
FY – 2021 + 2.5%				
	56751.9102	58406.3928	59943.3748	61723.2152

The Local and the Town will continue to work cooperatively to reduce the cost of overtime costs through communication and negotiation. The language in this paragraph does not limit or acknowledge the Town's power to reduce overtime unilaterally. The language of this paragraph does not constitute a waiver of any of the local's rights.

Section 2: Increases within the rate change.

The normal period of service in a particular job required for advancement from minimum to maximum step rate shall be provided in this section. Employees shall be eligible for a step increase each year until they reach the maximum rate, which shall be three years. Approval of the Fire Chief shall be required in granting a step increase. This method of handling increases within a salary range gives the Chief the right to reward good and faithful service meriting this special consideration. It shall also enable him to withhold increases when, in his judgment, the employee has not progressed rapidly enough to merit the increase called for in the schedule.

Section 3: Working out of Grade.

- a. When an employee is specifically appointed to work out of grade, he will be paid at the minimum Captain's rate.
- b. When an employee is specifically appointed to an assignment as Acting Chief, he shall be compensated at the flat rate of \$125.00 per week above the maximum Captain's salary.

Section 4: New Personnel.

The hiring rate shall be the minimum of the rate range of the job for which the new employee is hired, unless otherwise authorized by the Fire Chief. All new permanent employees shall be required to pass a physical examination, which shall be paid for by the Town

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ARTICLE 15 PROFESSIONAL DEVELOPMENT

Section 1: All Union members who have earned degrees by June 30, 2016 by a program approved by the State Board of Education in Fire Science, Fire Protection Engineering, or a similar program, approved by the Fire Chief as being appropriate to the career of a fire fighter, shall receive one Professional Development Base Salary increase based on the schedule below:

- Associates Degree – 15% of base salary
- Bachelor's Degree – 15% of base salary
- Current firefighters already receiving Professional Development salary increases without an earned degree will continue to receive the benefit. Current and future fire fighters not already receiving the benefit without an earned degree are not eligible to.

For degrees earned after June 30, 2016, the following educational incentive will apply:

- Associate's Degree and three years of service – 10% of base salary

Beginning July 1, 2017 the following educational incentive will apply:

- Bachelor's Degree incentive will increase to 20% for all employees then holding the degree with at least three years of service.

Section 1.1: In the event the Fire Chief deems a proposed Bachelor's Degree as inappropriate to the career of a firefighter and the proposing member disagrees, a committee consisting of the Town Administrator or designee, a Maynard fire captain, and Maynard firefighter, selected from the grievance committee, shall decide on the validity and acceptance of the proposed degree. The captain and firefighter shall not be members of the proposing firefighter's group.

Section 2: Satisfactory completion of a degree shall be submitted by the employee to the Chief, who shall cause the employee's base salary to appropriately increase.

Section 3: - Employees with five (5) or more years of service who earn a Master's Degree in a Fire, EMS, Emergency Management or Public Administration related field will have his/her Professional Development Base Salary Increase raised to 25% when he/she is promoted to be an officer.

ARTICLE 16 PROMOTION PROCEDURE

Section 1: Examination: The Fire Chief shall develop a testing process prior to the ninety day (90) notification period. This testing process will comprise at a minimum a written exam. The Chief may add additional testing criteria to the promotional process such as an assessment center, writing assignment and / or oral board. All portions of the examination process will be evaluated and scored. Participants must gain a passing score (70% or greater), on all phases of the examination process to be added to the eligibility list. An employee may earn one (1) point in each category for an earned stipend as listed in Article 17 and one (1) point for each degree as listed in Article 15. One (1) point per category is the maximum earnings, except the Driver/Operator category may earn a point for Pump and Ladder but no points for CDL. The notice will set forth the specific material upon which the examination will be based as well as any background material as part of the ninety day (90) notification period.

Section 2: A minimum of four (4) years of service as a career firefighter in the Maynard Fire Department is required to be placed on the promotion list. If a person does not meet the minimum experience benchmark at the time the test is offered, but will become eligible during the life of the promotional list, they can take the exam and be placed where they ranked when they become eligible. The list shall be effective for two (2) years following the posting of the list. In addition to the stated experience requirements, candidates for the position of Captain shall also obtain, or be actively in the process of obtaining the following levels of certification and or training through the Massachusetts Fire Academy, or other qualified sources:

1. Strategy and Tactics for the Company Officer
2. ICS 100, 200, 700
3. Fire Officer I
4. Maynard Fire Department Internal Officer Development Program (offered the year testing is scheduled), consisting of:
 - a. Report Writing, Documentation
 - b. Human Resource Management
 - c. Conducting Required Inspections
 - d. Ethics
 - e. Leadership

Should candidates not meet the required criteria for training and certification due to the unavailability of a class or classes, the Chief may waive them with the understanding they will be obtained when available. If any class or classes are not available because they have been discontinued or modified than the replacement class or a class that has the most common objectives may be substituted by prior agreement between the fire chief and the local.

Section 3: The Fire Chief has the authority to promote a qualified candidate of their choosing from the eligibility list based on experience, past performance and promotional process results. Captains will complete a (1) year probationary period as a Maynard Fire Captain and will be evaluated by the Chief during that time period. The evaluation shall be written and discussed with the probationary Captain. The evaluation will be based upon mutually agreed benchmarks of performance and or educational goals at the time of appointment. Should the person not qualify as a Captain at the end of, or during this probationary period, they may be returned to their previous position of firefighter with no loss of seniority.

Section 4: A person can step down as a Maynard Captain during the one (1) year probationary period and return to their previous rank of firefighter with no loss of seniority.

Section 5: Any employee who submits written application to take the promotional examination process and does not report and participate in the examination process shall reimburse the Town for any costs incurred for the examination, except in the case of illness, which can be validated.

ARTICLE 17 TRAINING AND DEVELOPMENT

Section 1: Employees assigned to Training School by the Fire Chief shall be paid for all hours while in attendance and such time shall be considered as time worked.

Section 2: Employees providing their own transportation to attend Training School, as assigned, shall be reimbursed at the IRS approved rate per mile round trip as it is determined from the Maynard Fire Station.

Section 3: Employees assigned to a Training School shall report to duty, where practical, in all circumstances that the program is interrupted during the training period.

Section 4: Training money will be dedicated to specialized training requests on a first come, first served basis as approved by the Chief.

Section 5: Within one year of hiring, the Chief will request for new employees a slot for attendance at the Massachusetts Fire Academy recruit training program. If an alternative to the career recruit program is available during the life of this contract, the Town and Union agree to discuss sending recruits to it, if appropriate.

Section 6: The Town will reimburse all employees for the cost of Massachusetts State Certification Exams.

Section 7: Beginning in FY 2020, the following certifications and courses* (ProBoard or appropriate agency) will receive the following stipend paid annually in the first pay period of December. The maximum amount of stipends paid will be \$2,500 per employee. If the combination of stipends earned totals more than \$2,500, the employee will only receive the maximum of \$2,500. In the chart below, each employee may earn each stipend within the Fire Instructor, Fire Officer, Fire Prevention and Fire Investigation categories according to the noted requisites of years of service and rank, but will only be paid for the highest level reached. For example, Fire Instructor II will replace Fire Instructor I and Fire Instructor III will replace both Fire Instructor I and II. All stipends shall be included in base pay calculations for retirement purposes.

Fire Instructor	
Fire Instructor I <i>Requires 8 hours of documented in-house instruction per year to maintain.</i>	\$250
Fire Instructor II with three (3) years of service – replaces Fire Instructor I <i>Requires 12 hours of documented in-house instruction per year to maintain.</i>	\$375
Fire Instructor III with three (3) years of service – replaces Fire Instructor II <i>Requires 24 hours of documented in-house instruction per year to maintain.</i>	\$500
Fire Officer	
Fire Officer I	\$250
Fire Officer II with five (5) years of service – replaces Fire Officer I	\$375
Fire Officer III with five (5) years of service – replaces Fire Officer II (Officer's Only)	\$500
Fire Prevention	
Fire Prevention Officer Basic*	\$250
Fire Prevention Officer Credential – Level I - replaces Fire Prevention Officer Basic	\$375
Fire Prevention Officer Credential – Level II – replaces Fire Prevention Officer Level I	\$500
Fire Investigation	
Basic Fire Investigation* – with three (3) years of service	\$250
Advanced Fire Investigation* – with five (5) years of service – replaces Basic Fire Investigation	\$375
Fire Investigator - with five (5) years of service – replaces Advanced Fire Investigation	\$500
Safety and Public Education	
Public Fire and Life Safety Educator*	\$250
Incident Safety Officer – Fire	\$250
Driver/Operator	
Driver/Operator – Pumper	\$250
Driver/Operator – Aerial	\$250
Commercial Driver's License (CDL)	\$500

Section 8: Proof of completion should be submitted to the chief of the department by December 1st to begin receiving the stipend annually in the next Fiscal Year.

ARTICLE 18
UNIFORM ALLOWANCE

Section 1: There shall be an annual clothing allowance in the following amounts:

Privates	Officers
\$550	\$550

All purchases under clothing allowance will be made by June 1st each year in order to ensure reimbursement within the same fiscal year.

Section 2: The Town agrees to provide one dress uniform for each member upon completion of their probationary period as a firefighter. Firefighters promoted to the rank of captain will receive appropriate blouse coat, bell cap, shirt and badge(s). Said dress uniform will include clothing agreed upon by the Chief and the Union. It is expressly agreed that the Town will be under no obligation to provide replacement or repair for any dress uniform lost, damaged or destroyed.

Section 3: The Town shall provide protective clothing for each member consisting of Helmet, Bunker Coat, Boots, Gloves, and Bunker Pants and shall replace such clothing as the Fire Chief determines it is needed. The fire chief may put a cap on the amount spent on specific items such as helmets and structural boots based on the best value for the organization. Employees wishing to purchase items above that cap may contribute the difference between actual cost and approved cap. With prior approval of the fire chief, an employee may apply some of their uniform allowance to the purchase price above and beyond the department cap, provided they have sufficient acceptable uniforms for the remainder of the fiscal year.

Section 4: Clothing Purchases.

1. Each employee purchases his or her own clothing as listed in the contract.
2. One vendor shall be used for normal uniform purchases based on "best value" for the organization. Other vendors may be used for specialized items if approved by the Chief.
3. The Fire Chief will specify the style and model numbers.
4. Each employee will follow the procedure in place to purchase uniforms from the approved vendor(s)
5. The employee will order by Name and utilizing appropriate order form and keep track of his/her purchases and balance on the order form so as not to exceed the allowance. Employee will submit payment for any amount that exceeds his allowance.
6. Employee is responsible for all shipping costs.

Section 5: All uniforms shall be maintained to project a positive and professional image of the fire department. The uniform worn shall be done in compliance with the appropriate fire department General Order. The specific uniform style may be modified from time to time by General Order as determined by the Chief. Initial changes to the Uniform policy resulting in added costs will be paid for by the Town, subsequent maintenance costs are from the employee allowance. Significant uniform changes will be implemented on August 1st of each year to allow for the purchase using a new allowance

MRP

ARTICLE 19 HEALTH AND WELFARE

Section 1: The Town agrees to provide Health and Welfare Plans including Blue Cross and Blue Shield (Blue Care Elect) or equivalent and the Group Life Insurance as provided under Chapter 32B of Massachusetts General Law, and the accidental death and dismemberment policies in effect on July 1, 1976. Upon request by the Town, the Union will meet to discuss alternatives to the Medical Insurance Plan. There will be no changes unless by mutual agreement.

Section 2: The Town shall pay 75% of the premium on Blue Cross, Blue Shield (Blue Care Elect) or equivalent and 50% of the premium on the Group Life Insurance. The Town will continue in effect the \$5,000 Life Insurance Coverage, which was in effect prior to June 30, 1978. When an employee has received any accidental, partial or total disability benefit under the existing V.F.B.A.P., he shall sign and turn over to the Town the portion of that benefit corresponding to any period for which he has received his regular wages and compensation.

The obligation to turn over benefits to the Town shall not apply to any other benefits paid by the V.F.B.A.P., including but not limited to, death, dismemberment and medical benefits.

Section 3: Effective July 1, 2015 or upon the signing of this agreement, whichever comes first, eligibility for the health plan opt-out stipend is available to any employee who has been continuously on the Town's health insurance since July 1, 2013. Employees hired since July 1, 2013 must be on the Town's health insurance for at least 12 consecutive months prior to applying for the opt-out provision.

Employees applying for the opt-out provision will receive \$1500 per fiscal year if opting out of an individual plan and \$3000 per fiscal year if opting out of a family plan. To qualify, an employee must provide proof, annually, that they have insurance coverage from another source. This proof must be provided during the Town's annual 'Open Enrollment Period'. Employee's may re-join the health insurance program due to a qualifying event (refer to Town insurance provider and IRS regulations regarding what constitutes a qualifying event) but will not be eligible for the stipend if they are carrying the Town's health insurance during any part of a fiscal year. Employees may opt-out at any time but must be out for an entire fiscal year to qualify for the stipend.

Family members who are both employees but are otherwise eligible for the opt-out provision may do so at the \$1500 per year rate.

Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year.

Effective July 1, 2015 any member already receiving the 25% opt out provision will continue to receive that benefit as described in Contract for FY July 2012-June 2015. Article 19 Sec, 3.

Section 4: If the continuous duration of a fire or similar emergency exceeds four (4) hours and encompasses any of the following times: 6:00 A.M., 12:00 Noon, or 6:00 P.M., the Town shall furnish the employees with a \$8.00 meal allowance for each time encompassed.

Section 5: A voluntary physical fitness program may be instituted in the course of employment at the Fire Station by the Union, at no cost to the Town, and so long as participation in the program does not interfere in any way with the members regular duties. The Union shall be responsible for obtaining all equipment necessary for such program, the selection of all the equipment being subject to the approval of the Chief. The amount and location of storage and facility space at the Station House shall be determined by the Chief and the operation of such program shall at all times be subject to the approval of the Chief. Participation in such program may be contingent upon presentation to the Chief, of a notice of physical fitness signed by a licensed physician.

Section 6: The Town agrees to provide, at the Town's expense, to all firefighting personnel, Hepatitis "B" Vaccination and/or any subsequent inoculations for life threatening communicable diseases.

Section 7: A Wellness Program, as mandated by the Town's acceptance of the Pension Reform Act by vote of Special Town Meeting on October 15, 1990 will be conducted. All Firefighters hired after January 1, 1988 must participate and adhere to said law. Wellness will be voluntary for all other.

Section 8: A physical shall be given to each employee annually or biannually as determined by the Chief and funding priorities. This physical shall assess general health and well-being as well as screen for heart, lung and cancer diseases that are prevalent in firefighters. This is meant as a tool to promote health and safety, not a tool for discipline. As such, the Town shall not receive specific health information from the employees but only a "fit for duty" notification.

Section 9: If an employee is deemed unfit for duty, in accordance with the acceptable factual and medical data required by the provisions of M.G.L Chapter 41, Section 100, a determination of whether said condition constitutes IOD shall be made. If said condition qualifies as IOD, the provisions of Article 12 apply. If said condition does not qualify as IOD, then the employee shall use his or her earned sick, vacation and personal time for the duration of his/her absence. In either event, the employee must provide written proof from a physician of his/her "fitness for duty" before being allowed to return to work.

ARTICLE 20 STRIKE CLAUSE

Section 1: Massachusetts General Law, Chapter 150E, Section 9A Strikes Prohibited;
Investigation: Enforcement proceedings.

- a. No public employee or employee organization shall engage in a strike, and public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such employees.
- b. Whenever a strike occurs or is about to occur, the employer shall petition the commission to make an investigation. If, after investigation, the commission determines that any provision of paragraph (a) of this section has been or is about to be violated, it shall immediately set requirement that must be complied with, including, but not limited to, instituting appropriate proceedings in the Superior Court for the county wherein such violation has occurred or is about to occur from enforcement of such requirements.

**ARTICLE 21
JURY DUTY**

Section 1: If an employee is called to jury duty, he/she shall receive an amount equal to the difference between their normal compensation and the amount (excluding travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.

**ARTICLE 22
MILITARY LEAVE**

Section 1: Military Leave shall be in accordance with Chapter 33, Section 59 of the Massachusetts General Laws, accepted by the Annual Town Meeting on March 4, 1968.

**ARTICLE 23
LEAVES OF ABSENCE**

Section 1: Leaves of absence may be granted to employees by the Fire Chief but shall be without compensation, for a reasonable period of time. The Town Policy on the FMLA is incorporated into the contract.

**ARTICLE 24
RETIREMENT BENEFITS**

Section 1: Retirement benefits shall be as provided and permitted for under Massachusetts General Laws, Chapter 32 (Contributory Retirement Law).

**ARTICLE 25
EMERGENCY MEDICAL TECHNICIAN**

Section 1: As of July 1, 2018 and the implementation of this contract, the previous annual EMS stipend of \$3150 will be eliminated by rolling it into the base salary of each employee as represented by a base salary increase of \$3150.

Section 2: The Town shall compensate all employees, at a rate provided for in this agreement, for all time expended by said employees in EMT Training, Certification and Re-certification, that have been assigned by the Fire Chief. The Town shall, in addition, either pay or reimburse the said assigned employees for all reasonable expenses incurred from EMT Training Certification and/or Re-certification.

MRP

**ARTICLE 26
NON-DISCRIMINATION**

Section 1: There shall be no discrimination by the Town because of an employee's race, creed, color, national origin, sex, age or association activities.

**ARTICLE 27
MATERNITY LEAVE**

Section 1: Maternity Leave shall be in compliance with Massachusetts General Laws Chapter 149, Section 105D.

**ARTICLE 28
PRIVATE DETAILS**

Section 1: A private detail is work performed by a firefighter requested and paid for by a party other than an agency (including the school department) of the Town of Maynard. The following details will be considered private details:

1. Road Races
2. Sporting Events
3. Corporate Demonstrations, Parties and other Events
4. Fireworks Details
5. Blasting Details
6. Stand-by while Welding and Cutting
7. EMT Coverage for Sporting Events
8. Haunted House Details
9. Circus, Carnival or other Amusement Events

Private Details will be conducted and paid in accordance with MGL Ch. 44, Section 53C. The rate to be paid for private details will be equal to the Captain's Top Step Overtime Rate with Top Professional Development Base Salary Increase noted in Article 15 with a four (4) hour minimum.

ARTICLE 29 LIGHT DUTY

Employees on leave for sick or maternity purposes not fit for full firefighting duties may request appropriate light duty assignment when he/she has approval from his/her doctor to fulfill the listed tasks. Light duty assignment is not guaranteed and at the discretion of the Chief. Employees requiring training for light duty assignments may be trained at the beginning of his/her light duty assignment. The employee on light duty may be required to work a modified work week consisting of a shortened between (8) eight and (10.5) ten-and-a-half-hour day, (4) four or (5) five days a week. Hours not accommodated by light duty will require the use of employee's earned time. Appropriate light duty assignments shall fall into the following duties of the firefighter job description:

- Conducts Fire Prevention activities as assigned by the shift captain such as:
 - Issue permits; Inspect property; fire safety surveys and inspections; pre-fire plans; direct inspectional service questions to appropriate person; record all fire prevention activities in department's record management system.
- Conducts Public Education activities as assigned by the shift captain such as:
 - Explain firefighting and emergency lifesaving to Boy Scouts, Girl Scouts, School Children or other groups as requested; Conduct Fire Education Programs in Maynard Schools; Conducts fire safety education training for civic groups or senior citizens as requested.
- Assist the on-duty dispatchers at the Town of Maynard dispatch department, only with current written approval by the president of the dispatch union

DURATION

The duration of this agreement shall be from July 1, 2018 through June 30, 2021. If no agreement has been reached on the date this agreement expires, the terms and conditions of this agreement shall be extended until such negotiations have been completed and a new agreement takes effect.

Date 6/19/2018

Town of Maynard


Andrew Scribner-MacLean,
Acting Town Administrator

Maynard Permanent Firefighters Association, Local 1947, I.A.F.F.


Michael Parr, Union President, L-1947

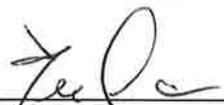

Walter Latta, L-1947


John Primiano, L-1947

Board of Selectmen


Chris DiSilva, Chairman


Melissa Ann Levine-Piro, Clerk


Terrence Donovan


Attest, Michelle Sokolowski, Town Clerk

David Gavin

Cheryl Steele

**PROFESSIONAL DEVELOPMENT TUITION REIMBURSEMENT
SIDE LETTER**

The firefighter listed below is currently enrolled and receiving the benefit of the Professional Development Tuition Reimbursement (Article 15, Section 3) prior to the elimination of it beginning July 1, 2018. This firefighter will continue to receive the tuition reimbursement for all courses through the Spring Semester of 2019 at Anna Maria College.

The firefighter is: Matthew James

MRP