

COLLECTIVE BARGAINING
AGREEMENT



TOWN OF WINTHROP
AND
LOCAL 1070, INTERNATIONAL
ASSOCIATION
OF
FIREFIGHTERS, AFL-CIO

JULY 1, 2011 THROUGH JUNE 30, 2014

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COLLECTIVE BARGAINING AGREEMENT
TOWN OF WINTHROP
AND
LOCAL 1070 - FIRE FIGHTERS

This Agreement entered into this 8th day of January 2006, between the Town of Winthrop, Massachusetts (hereinafter referred to as the “Employer”) and Local 1070, International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the “Union”).

ARTICLE 01
INTENT AND PURPOSE

The General intent and purpose of this Agreement is in the mutual interests of the Town and the Union, to provide for the operation of our Fire Department services under methods which will insure economy of operation, quality and quantity of performance, upkeep of the Town and protection of the property.

By the consummation of the Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the Department; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment to all grievances as herein defined, all with the goal of improving Fire Fighting service, rescue and emergency medical services as determined from time to time by the Town of Winthrop. In seeking to achieve these goals, the parties acknowledge that the Employer has and must retain complete authority over the policies and administration of the Department which it exercises under law, except as expressly modified by a specific provision of the Agreement.

ARTICLE 02 RECOGNITION

Section 02.1:

Subject to any applicable provisions of state or federal law, or regulations now or hereafter in effect, the Employer recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours and terms and conditions of employment for all of the followings:

1. Fire Fighters
2. Lieutenants
3. Captains
4. Mechanics of Department
5. Training Officers
6. Fire Inspector Officers
7. Arson Investigator/Fire Marshall

But Excluding:

1. Chief of Department
2. Deputy Chief of Department
3. Superintendent of Fire Alarm
4. All Call Men

The position of Clerk of the Department shall be excluded from the bargaining unit effective July 1, 1994 upon funding of a civilian clerk position by Town Meeting. Such civilian clerk position shall be excluded from the Unit.

Section 02.2:

The Employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Union or changing any conditions contained in this Agreement.

Section 02.3:

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only.

No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Employer shall be under no obligation to discuss with the Union any modifications or additions to this Agreement which are to be effective during the term hereof. No change or modification of this agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

All rules and regulations of the Personnel Board dealing with employees which are not in direct conflict with specific provisions of this Agreement are incorporated herein by reference. Copies of such rules and subsequent amendments thereto will be provided to the Union when printed.

The Town Manager agrees to take necessary steps to ensure that the terms agreed to in this Collective Bargaining Agreement will prevail over any conflicting by-laws.

ARTICLE 03
NO DISCRIMINATION

Section 03.1:

There shall be no discrimination, interference, restraint or coercion by the Employer or the Union, or their respective agents against any employee because of membership or non-membership in the Union.

Section 03.2:

The Union agrees to represent all employees covered in this unit without regard to membership or participation in or association with the activities of the Union, or any other employee organization, and continue to admit said persons to membership without qualification, other than the payment of periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any employee because of race, creed, color or age.

ARTICLE 04
UNION DUES AND AGENCY SERVICE FEE

The Employer agrees that in accordance with the provisions of Chapter 180, Section 17 and of Chapter 150E, Section 12 of the General Laws, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization in the form set forth below.

The dues shall be deducted weekly beginning July 1, 1989. The amount so deducted will be remitted in accordance with such authorization, provided that the Employer may cease making such deduction at any time upon behalf of an employee upon timely receipt by the department head of a revocation of the authorization from the employee.

SAMPLE FORM

Dues Authorization Form

To: Town of Winthrop
Winthrop, MA.

Effective _____, I hereby request and authorize you to deduct from my earnings each week the amount of \$_____or any amount subsequently certified by the Treasurer of Local 1070. This amount shall be paid to the Treasurer of Local Union 1070 and represents payment of my dues.

This authorization shall remain in effect until (a) the termination of employment between the Employer and the Union providing for dues deduction and (b) by written revocation of this authorization and shall become effective upon receipt of such revocation by the Chief.

Date

Signature

The Employer will incur no liability for loss of dues moneys after depositing, properly addressed to the Union, in the United States mail.

The Union shall indemnify and save the Town of Winthrop and its agent harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

Agency Fee shall become a condition of employment in compliance with the terms and conditions as set out in General Laws, Chapter 150E, Section 12.

The Union agrees that it shall provide the Employer with certification that a vote of the majority of the employees in the Bargaining Unit present and voting did, in fact, vote to include the provisions of Agency Fee. In the event that legal action is taken by any member of the Union or by any third party against the Town Accountant and/or the Employer as a result of their implementation of the Agency Fee provisions of this article, the Union agrees to hold the Town Accountant and/or the Employer harmless and indemnify them for all expenses or judgments or allowances entered against them as a result of said action. Further, the Union agrees that it will assume the costs to defend the Town Accountant and/or the Employer in any and all such causes of action.

ARTICLE 05 RIGHTS OF THE EMPLOYER

Section 05.1:

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Employer for the efficient and economical operation of the Fire Department, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer retains all rights and powers that it has or may hereafter be granted by law in managing the said department and directing the working force and exercise the same at their discretion without any such exercise being made the subject of a grievance, except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend or in any other manner discipline for just cause; to classify, promote, demote, transfer permanently or temporarily; to determine hours for and the number of employees required at any

location; to determine the qualifications and competence of ; to evaluate the performance of; to assign any added, lessened or different work or responsibility to; to set standards and requirements applicable to and make determination of the number of steps and the eligibility for any in-step wage increases for; to make any pay deductions because of absence or failure to perform work by any employee covered by this Agreement, and to introduce new or to change existing operational methods.

The above rights are the prerogatives of the Employer, subject only to such limitations as are expressly provided for in this agreement.

ARTICLE 06 GRIEVANCES INVOLVING CIVIL SERVICE
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The Union, in recognition of the Town's having affirmed its belief in and compliance with the state laws insofar as they define the rights, duties and obligations of a municipality under the General Laws, under the Rules, Regulations and Procedures of the Civil Service Commission (Massachusetts General Laws, Chapter 31), relative to employees' seniority, promotion, reassignment, discharges, reduction in rank, removals and suspensions hereby agree that any grievances, complaints or appeals which under past practices and procedures would normally have come within the jurisdiction of said Civil Service Commission are hereby specifically excepted and removed from the grievance provisions of this Agreement. In such circumstances, the individual and the Union specifically agree to seek any redress and remedy through the procedures of said Civil Service Commission or as provided by Chapter 150E of the Massachusetts General Laws, but not through the provisions of this Agreement.

ARTICLE 07 UNION ACTIVITY ON DEPARTMENT PROPERTY

Section 07.1:

The members of the department shall be permitted to hold regular business meetings of the Union on department property. In

addition, the Union may do administrative business on department property and the Town will make available an office area to the Union.

Section 07.2:

Bulletin board announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use this bulletin board for signed notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards

ARTICLE 08 GRIEVANCE PROCEDURE

Section 08.1:

For the purposes of this Agreement a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 08.2:

A grievance must be presented within three (3) working days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article.

- (A) The employee, with a steward or representative if he so desires, shall take up the grievance or dispute in writing to the Chief or his designee within five (5) working days of the occurrence giving rise to the grievance. The Chief or his designee shall attempt to adjust the matter and shall respond in writing within three (3) working days. If the grievance is not satisfactorily settled at this step:
- (B) It may be appealed in writing within five (5) days after receipt of the written answer of the Chief or his designee by the employee to the Town Manager. The Town Manager or its designated representative of the Union shall meet to discuss the grievance as promptly as possible, normally within fourteen (14)

days. If any person or persons are to represent or appear with the employee at this meeting, the Town Manager will be informed in writing prior to three (3) days before the meeting of the names and titles of such persons. The Town Manager or its designated representatives shall elect whether this discussion shall take place during working hours or after working hours. The Town Manager will give his/her written answer to the grievance within ten (10) days following the conclusion of the meeting.

If no satisfactory settlement of the grievance is made, it may:

- (C) Be appealed to arbitration by written notice of such intention to appeal within five (5) working days after the receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article 09.

Section 08.3:

A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town Manager to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

At Step 2 or above, the Union will be notified of all meetings and have a right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provisions of this Agreement.

Section 08.4:

No reprisals of any kind will be taken by the Employer against any party in interest or any participant in the grievance procedure by reason of such participation.

Section 08.5:

The Union recognizes the authority and responsibility of the officers and the Town Manager for reprimanding or disciplining an employee for delinquency of performance.

Section 08.6:

No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any wage increase or increment without just cause. Any contention that the Town Manager has acted in an arbitrary or discriminatory manner in withholding a wage increase or increment may be raised as a grievance.

The parties agree that nothing in this Agreement is intended to add to or subtract from the rights and remedies provided by any Civil Service law, or to make arbitrable a question which is covered under Civil Service law.

ARTICLE 09 ARBITRATION
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Section 09.1:

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure.

The arbitrator is to be mutually selected by the Board of Selectmen and the Union. If the Board of Selectmen and the Union cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) working days thereafter, upon written notice to the other, request the American Arbitration Association (AAA) to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitrator Rules.

Section 09.2:

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the

arbitrator and the AAA shall be shared equally by the parties, provided that the obligation of the Town Manager to pay shall be limited to the obligation which the Board of Selectmen can legally undertake in that connection.

In no event shall the Town Manager have any personal obligation for any payment under any provision of this Agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 09.3:

Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves only an alleged specific direct violation of express language of a specific provision of this Agreement.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Employer, except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

Section 09.4:

Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. In the case of arbitrations involving disciplinary actions of persons not covered by Civil Service, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job and/or award full or partial restoration of all compensation or privileges as the arbitrator deems warranted should the arbitrator find the Committee acted in an arbitrary or discriminatory manner.

Section 09.5:

The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE 10
CONTINUITY OF EMPLOYMENT

Section 10.1:

The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sit-down, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Employer's premises, or any other direct or indirect interference, concerted or otherwise, with the Employer's operations. The Employer agrees not to conduct a lockout.

Section 10.2:

The Employer may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures hereunder except as to the question of whether or not the employees who were disciplined, in fact, engaged in, induced or encouraged such conduct.

Section 10.3:

The Employer also retains the right to recover from the Union or any officers, agents or members thereof, either through legal procedures as provided by law, or through the grievance and arbitration procedures established by this Agreement or both, such damages as it may suffer by reason of violation of this Article, except that no person (including the Union) shall be liable if he did not engage in, induce or encourage activity violative of Section 1 and such person takes all lawful steps reasonably within his power to have such activity terminated.

The Union retains similar rights against the Town in case of an illegal lockout by the Employer.

ARTICLE 11 VACANCIES AND TRANSFERS
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In filling vacancies within the unit due consideration will be given to the requests of employees within the Town for transfer to newly created or open positions. Notices of all such vacancies will be posted upon the Union bulletin board. Said notices will contain the date by which applications for such positions or transfers must be submitted. It is recognized that the final decision as to whether an individual will be so transferred must rest with the Employer.

If the individual contends that the decision of the Employer is arbitrary or discriminatory and bore no valid relationship to the efficiency of the department, he may request and obtain a hearing before the Town Manager whose decision shall be final and binding on all parties.

As far as possible, the department shall continue to anticipate and plan for the filling of vacancies in the Fire Fighters' and Officers' rank and shall endeavor to have a promotion list available. The department shall continue to make promotions as soon as practicable after a vacancy occurs.

In the event of a transfer of an employee to another shift, the Employer shall provide the employee with one (1) week's notice, in writing, of said transfer.

Promotional examinations will be conducted every two (2) years, consistent with current civil service rules and regulations. Such exams will be scheduled to coincide with those offered by the Civil Service Commission. If an exam is not offered by the Commission, the Town is not required to provide its own exam, but shall wait until the next exam is offered by the Commission. In the event such civil service rules and/or regulations are

amended or otherwise changed, the parties will meet to discuss the impact of such changes on this paragraph and modify this language accordingly.

ARTICLE 12 MILITARY SERVICE

The Union and Employer agree to observe and comply with all applicable state and federal laws, executive orders and rules and regulations concerning the re-employment of employees who go to the armed services or forces of the United States.

Employees with one (1) or more years of continuous employment prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in military forces of the United States or the Commonwealth, shall be paid in an amount equal to the differences between the compensation for a normal working period of two (2) weeks and the amount paid for military training, if such pay is less than their department pay.

In computing the difference in pay, the department pay will be based upon the employee's regular payroll week. Training pay is computed to include compensation received, except for travel allowance.

ARTICLE 13 JURY DUTY
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In the event any employee covered by this Agreement is required to perform and does perform jury service, and in the event the total weekly earnings of the employee, including compensation for work performed for the Town of Winthrop, and compensation for such jury service is less than his regular compensation for a regular work week, the Employer agrees to pay to the employee the difference between his actual weekly earnings and what he would have earned if he had performed such regular work week.

An employee performing jury service shall report to duty for the second half of his/her shift commencing at 7:30 p.m. and shall work the remainder of such shift until 7:30 a.m. the following day, regardless of whether said employee actually served on a jury or was discharged from such service. Where an employee is required to serve two or more consecutive days of jury service, said employee is not required to report to duty for the second half of his/her shift. Such employee shall not be eligible for overtime, but shall be marked as “W” for working. However, if an employee is discharged from jury service prior to the day of actual service, she/he shall report to duty as scheduled.

An employee performing such jury service who desires the benefit of this Article shall be required to present weekly to the Chief or his designee a certificate signed by the Clerk of Court or other proof reasonable satisfactory to the Employer as to the time spent by the employee in such jury service during the week and the amount of compensation received therefore.

ARTICLE 14 BEREAVEMENT LEAVE
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Section 14.1:

Any permanent full-time employee covered by this Agreement is entitled to a leave of absence without loss of pay of up to three (3) consecutive days ending on the first working day following the completion date of the funeral services in case of death of immediate family. However, if the fourth consecutive working day occurs on the day after a scheduled day off, then the employee is not entitled to the fourth consecutive working day as a day off with pay.

The term “immediate family” shall include the employee’s spouse, domestic partner, child, father, mother, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren. The term “domestic partner” means two persons who meet the following criteria and jointly file a registration statement proclaiming that:

- (A) They are in a relationship of mutual support, caring and commitment and intend to remain in such a relationship; and,
- (B) They reside together; and
- (C) They are not married; and
- (D) They are not related by blood closer than would bar marriage in the Commonwealth of Massachusetts; and
- (E) They are each other's sole domestic partner; and
- (F) They are competent to contract; and
- (G) They consider themselves to be a family.

Section 14.2:

An absence of one (1) day may be granted for attending the funeral only for other members of the employee's family, including but not limited to, the employee's brother-in-law, sister-in-law, aunt or uncle.

Section 14.3:

The purpose of this leave is only to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section 14.4:

Any absence authorized under this Article shall not be deducted from sick leave.

ARTICLE 15 SICK LEAVE

Section 15.1:

- (A) Employees will earn and accrue one day of sick leave for each calendar month, up to a total of thirteen (13) days in a year. For purposes of this Article only, "day" is defined as a twelve hour period.

(B) For purposes of sick time only, the twenty four (24) hour tour of duty shall be broken into a twelve (12) hour day shift and a twelve (12) hour night shift. The day shift shall commence at 7:30 a.m. through 7:30 p.m. and the night shift shall commence at 7:30 p.m. through 7:30 a.m. the following day. If an employee is absent due to illness for the entire twenty-four (24) hour tour of duty, she shall be charged with two (2) sick days . Where an individual is well enough to return to work for the night portion of his/her shift, she shall only be charged with one (1) sick day.

(C) Where an employee is unable to complete his/her shift due to illness and leaves work prior to 7:00 p.m., she shall be charged with one (1) sick day for the night portion of his/her tour of duty. Said employee shall not be charged with any sick time for the day portion of his/her tour.

(D) Replacements for regularly scheduled employees absent due to illness shall be hired separately for the day and night shifts.

Section 15.2:

Unused sick leave will accumulate from year to year up to a maximum of two hundred (200) days.

However, for retirement purposes, pursuant to Section 8 of this Article, an employee shall not be allowed to surrender more than two hundred (200) days of accumulated sick leave in consideration of twenty-two (\$22.00) dollars per day of sick leave surrendered. In addition, for each year of service with the Town of Winthrop, an additional two (2) days per year will be accrued, but will be drawn upon only after the base or initial accrual is used up.

Section 15.3:

Sick leave with pay shall be granted to employees only when they are incapacitated by their own sickness or injury and not for that within their immediate family.

Section 15.4:

Employees shall notify the Chief or his designee on the first (1st) shift of absence due to non-service connected sickness or injury stating the nature of the sickness or injury, the time expected to be incapacitated and the date on which they expect to return to work. The decision as to whether sick pay will be given for the first (1st) shift of absence will be within the discretion of the Chief or his designee and may be appealed to the Town Manager.

Should the Town Manager fail to satisfactorily dispose of the matter, a further appeal may be taken to a board comprised of three (3) men, one (1) to be appointed by the Employer, one (1) to be appointed by the employee, and the third (3rd) to be appointed by agreement of the two previous appointees. In any event, if the employee is absent for two (2) shifts, payment shall commence by the second (2nd) shift.

Absences for periods that exceed three (3) consecutive shifts duration or more, at the discretion of the Chief, will be paid for only on submission of a doctor's certificate satisfactory to the Chief or his designee. If the Chief or his designee determine it to be in the best interests of the Town, he shall have an independent doctor make an examination and report. The costs of such examination shall be borne by the Town.

Section 15.5:

Except as specified in Article 14, Section 8, employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave untaken.

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any employee rehired after termination of service.

Sick leave earned following return to duty after a leave of absence without pay shall not be applied against such leave of absence.

Section 15.6:

Sick leave credits will begin at once for a person starting work on the first (1st) working day of the calendar month; otherwise, credits will begin to accumulate on the first (1st) day of the month following employment and will accumulate for each calendar month thereafter.

Section 15.7:

Unauthorized absence or abuse of sick leave are grounds for disciplinary action up to discharge.

Section 15.8:

In recognition of dedicated service to the Town of Winthrop, any employee covered by this Agreement who has worked for the Town for twenty (20) years, excluding any time added to the employee's years of service for retirement purposes pursuant to any state incentive or other program, may receive a lump sum payment at the time of retirement equal to twenty-two Dollars (\$22.00) per day of sick leave accumulated, not in excess of two hundred (200) days. In order to be eligible for such lump sum payment, the employee must notify the Board of Selectmen of his/her intent to retire at least one (1) fiscal year in advance.

Section 15.9:

In the case of exceptional circumstances, additional sick leave allowances may be granted on recommendation of the Chief or his designee and approval by the Town Manager. In determining whether such extended allowances shall be granted, the past absence of the employee, the length of continuous service with the Town and the quality of the employee's performance and record shall be taken into account. Consideration shall also be given as to what portion of the allowance shall appropriately be at full pay and what portion at part pay. Vacation period shall not be substituted for sick leave except in unusual circumstances and with the prior approval of the Personnel Board.

The Chief or his designee shall fill out an absence report, retain one copy for the department files and shall send one copy to the Town Manager who shall maintain a Town Absence file. All absence pay shall be so designated on the payrolls.

Section 15.10:

- (A) Family and medical leave shall be granted consistent with applicable provisions of the Federal Family and Medical Leave Act for the birth of a son or daughter of the employee and in order to care for such son or daughter; for the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, son, daughter or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or because of a serious health condition that makes the employee unable to perform the function of the position of such employee.
- (B) An employee may choose to use accrued vacation time during such leave. In the event said leave extends beyond the time of any accrued vacation leave, an employee may then choose to use his or her accrued sick time. In no event, however, may such accrued sick time be used prior to the exhaustion of all accrued vacation time. Further, where such leave is due to the serious health condition of the employee or his/her spouse, son, daughter, or parent, in order to use accrued sick time, the employee must provide to the Chief certification from his/her health care provider consistent with the Family and Medical Leave Act. Such certification must be made on Department of Labor approved Certification of Physician or Practitioner, attached to this Agreement as Appendix C.
- (C) Notwithstanding the provisions of paragraphs A and B above, any employee seeking leave under this provision and the employer must comply with all applicable provisions of the Federal Family and Medical Leave Act. This provision shall be interpreted consistent with the Federal Family and Medical Leave Act.

ARTICLE 16
PERSONAL LEAVE

Each employee covered by this Agreement shall be entitled to two (2) twelve hour shifts of paid personal leave. Said two (2) twelve hour shifts of leave may be utilized during any calendar year for imperative personal business which could not be effectively conducted outside of work hours and is not otherwise covered by bereavement leave, sick leave, or the family leave provisions of this Agreement. Such personal leave may not be granted for recreational purposes or for purposes of pursuing gainful employment. Reasons for such leave must be made in writing to the Chief or his designee as soon as possible and not less than forty-eight (48) hours before the absence occurs, whenever possible. This leave shall not be requested so as to extend a holiday or vacation period. Approval of such leave shall not be unreasonably withheld.

ARTICLE 17
INSURANCE BENEFITS

As long as the Town of Winthrop agrees to pay one-half (1/2) of a health insurance plan (Blue Cross/Blue Shied) and one-half (1/2) the cost of a Two Thousand (\$2,000) Dollar life insurance policy, and a Two Thousand (\$2,000) Dollar accidental death and dismemberment policy (details of which are covered in a supplementary booklet), the Employer will deduct the employee's share on payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of Two Thousand (\$2,000), Dollars, one-half (1/2) to be paid by the retiree.

For the retired employee, the hospital/surgical/ medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan,

the retired employee may secure his hospital, surgical and medical coverage under any conversion contract offered by Blue Cross/Blue Shield.

In the event the Town alters its insurance benefits for all Civil Service personnel, said changes will be reflected in this Article. It is understood that the Employer's only obligation hereunder is the making of payroll deductions where required.

ARTICLE 18 HEALTH AND SAFETY
--

The parties agree to abide by all regulations of the Department of Health of the Town of Winthrop, of the Commonwealth of Massachusetts and of the Department of Public Safety.

ARTICLE 19 SALARIES & HOURS

Section 19.1:

Salaries - Salaries for all employees covered by this Agreement shall be paid in accordance with the Wage Schedule attached to this contract as Appendix A.

Section 19.2:

Responding to Alarms during Off-Duty Times: Effective December 9, 1991 automatic call backs for off-duty firefighters shall cease and no longer be recognized as a condition of employment under the collective bargaining agreement.

Thereafter, all call backs for off duty firefighters shall be determined by the Duty Officer, acting under the general supervision of the Fire Chief.

Firefighters called back under these circumstances shall be compensated at one and one half (1½) the normal hourly rate with a minimum of four (4) hours for each call back.

Section 19.3:

Normal Work Week - The normal work week shall be forty-two (42) hours. The schedule shall be based on a twenty-four (24) hour shift as follows: On a day in which an employee is scheduled to work, he will start his 24 hour shift at 7:30 a.m. and remain on duty until 7:30 a.m. the following day. Said employee is then off for the next 24 hours following his/her first 24 hour shift. Then the employee's second 24 hour shift begins, again at 7:30 a.m. At the conclusion of that second 24 hour shift, the employee is off for five (5) calendar days. E.g., if an employee started his work week on Monday at 7:30 a.m. his/her schedule shall be as follows:

Mon. 7:30 a.m. through Tues. 7:30 a.m. - on duty
Tues. 7:31 a.m. through Wed. 7:29 a.m. - off
Wed. 7:30 a.m. through Thur 7:30 a.m. - on duty
Thur. 7:31 a.m. through Tues 7:29 a.m. - off
Tues 7:30 a.m. through Wed. 7:30 a.m. - on duty

Section 19.4: Overtime

- (A) Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate in existence at the time said overtime was earned.
- (B) If an employee is on sick leave for any part of his/her first (1st) twenty-four (24) hour shift, she shall not be eligible for overtime during the following twenty-four (24) hour period, to begin at the end of his/her regular twenty-four (24) hour shift.
- (C) If an employee is on sick leave for any part of his/her second twenty-four (24) hour duty shift within the same work week, she shall not be eligible for overtime during the following twenty-four (24) hour period to begin at the end of his/her regularly scheduled shift.

Section 19.5:

Extra Paid Details - Assignments to extra paid details shall be made by the Chief or his designated representative from a seniority list posted at fire headquarters only after an outside employer requests the services of a firefighter. A record will be maintained by the Chief or his representative of such assignments.

These assignments shall be made equitably based on seniority, with an officer going to the bottom of the list upon acceptance or rejection of said assignment.

Such assignments shall be for a period of not less than four (4) hours unless agreed to by the Union.

The rates for extra paid details for employees of the Winthrop Fire Department shall be in parity with those of the Winthrop Police Department. In the event the detail exceeds eight hours, then the rate shall be one and one half (1½) times the hourly rate. For assignments to Town details, if said services are requested by the Town, the rate shall be time and one half the regular hourly rate of pay. These new rates shall be effective on the date of the execution of this Agreement. The Union and any employee covered by this Agreement agree to indemnify and hold the Town harmless for any and all claims, demands, suits or liabilities relative to the payment for extra paid details for private parties. In the event of nonpayment by a private party, the Union and/or employee (s) shall be solely responsible for pursuing payment from the private party.

The issue of payment or nonpayment for an extra paid detail for a private party is not grievable nor arbitrable under the terms of this Agreement.

In the event an employee working an extra paid detail for a private party is injured or otherwise harmed, the parties agree that the terms of M.G.L. c.41. S100 and 111F, as amended, shall apply. In any event, the Union and its members agree to cooperate with the Town in both the defense and pursuit of any legal action involving a private detail.

Moreover, the Town shall have a right of subrogation in any action filed on behalf of an employee against a private party.

Section 19.6:

Service Out of Grade - A member of the Union who, at the discretion of the Chief or his designee, temporarily serves on duty in a higher grade, whether it be that of Lieutenant, Captain or Chief, shall be compensated at the same rate established for the minimum step for the grade immediately above the grade in which the Union member is permanently assigned at the time of the out of grade service.

The Union member shall be entitled to compensation for such service out of grade beginning with the first shift worked. Any less than a full week of service will be prorated by the day, each salary being divided by (4). For all such vacancies, which the Chief in his sole discretion decides to fill, the Chief or his designee will assign the senior and most willing member of the group.

In the case of a vacancy in any position, except that of the Chief, which is to extend beyond eight (8) twelve (12) hour tours due to a lengthy illness or injury, an Acting position will be appointed by the Board of Selectmen to fill the position with the senior most qualified member. Should a current promotional list be available, the appointment will be made from such list, following all Civil Service rules and regulations.

Section 19.7:

EXTRA Coverage:

- (A) In view of the historic increased departmental activity with attendant demands placed on available resources and potential manpower unavailability, duty groups will be maintained at a ten (10) man level for the night tours of duty on July 3, and 4th, Halloween, Christmas Eve and New Year's eve.

(B) If due to inclement weather or other necessary circumstances, the activities on July 3, 4 and/or Halloween which necessitate extra coverage are canceled and/or reschedule such extra coverage.

(C) Less than full twelve (12) hour details will be restricted to non-emergency situations, such as fireworks, transport of apparatus for repairs, parades, etc. Personnel hired off shift to fill in for vacancies created by illness, injury, etc., or to meet emergency conditions, such as storms, will receive a full twelve (12) hour detail, depending on day or night shift involved.

Section 19.8:

In emergencies or as the needs of the service require, all employees shall be required to perform overtime work. Employees, other than those required to work beyond their normal work shift or tour of duty, due to the exigencies of their work day, shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offer of overtime on voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Chief may be required to work overtime on an assigned basis.

ARTICLE 20 UNION BUSINESS

Section 20.1:

All employees covered by this Agreement who are officers of Local 1070 or who are appointed by Local 1070 as members of said Local's Collective Bargaining Negotiating Unit, not to exceed three (3), shall be allowed time off for official Union business in connection with negotiations of Union matters, conferences or the proper pursuit of the grievance procedure with the Town officials or the Chief of the department or his designee, without loss of pay or benefits and without the requirement of making up said loss of time, provided such time is mutually agreed upon by the Chief or his designee and the Union.

Section 20.2:

Two (2) Union delegates shall be allowed time off for four (4) days without loss of pay to attend the International Association of Fire Fighters, A.F.L. -C.I.O. Convention.

Two (2) Union delegates shall be allowed time off for four (4) days without loss of pay to attend the Professional Fire Fighters of Massachusetts, A.F.L.-C.I.O. Convention.

Substitutions for the International Convention must be provided for the above delegates in accordance with the provisions of Article 21.

ARTICLE 21 SUBSTITUTIONS

Uniformed members of the Fire Department shall be permitted to substitute or exchange time with members of equal rank within the Department. Substitution shall be permitted when approved by the on-duty officer or the Chief of the department or his designee for personal reasons only.

Substitutions for purposes of gainful employment shall not be permitted.

Substitutions shall be complete within 120 days.

ARTICLE 22 CLOTHING ALLOWANCE

Effective July 1, 2012, the clothing allowance shall be \$400 per year. In addition, each employee shall receive \$250 in order to maintain their existing clothing and uniforms.

All clothing will be purchased through a vendor selected by the Town pursuant to the provisions of Chapter 30B, and the vendor shall be responsible for maintaining and preparing clothing expenditure records. All money paid for clothing other than maintenance will be paid by the Town directly to the vendor.

The department dress code shall be established by the Chief and followed by all employees.

Any protective clothing, such as helmets, rubber goods, night hitches and boots shall be replaced or repaired at the Town's expense.

ARTICLE 23
DUTIES

The duties of the members of the Fire Department shall not be inconsistent with the tenor and rules of the Civil Service law, regulations, notices, bulletins and opinions covering said matters.

ARTICLE 24
INJURED LEAVE AND LIGHT DUTY

INJURED LEAVE AND LIGHT DUTY

A) Disabled Employees

- 1) All employees covered by this Agreement who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement, as provided in Chapter 41, Section 111F of the General Laws of Massachusetts and as further clarified herein.

B) Line of Duty Injuries

- 1) Whenever a Firefighter has been incapacitated for duty by reason of an injury sustained while in the performance of his/her duty without fault of his/her own, s/he shall present his/her claim to the Chief. The Chief shall promptly investigate the incident which gave rise to the injuries and make a preliminary determination within ten (10) calendar days. Final determination shall be made within thirty (30) calendar days of the injury.

- 2) The Firefighter may use his or her sick leave while the Chief makes his determination, provided that any sick leave so used will be recredited in full if his/her injury leave claims are finally approved.
- 3) If the Firefighter is denied sick leave by the Chief, s/he shall be promptly notified in writing and shall have the right to grieve the rejection under the provisions of Article 08 of this Agreement; provided, however, that where the employee chooses arbitration as the method for resolving the dispute, that shall be the exclusive procedure for resolving said dispute.
- 4) A Firefighter shall be entitled to receive compensation as defined in Section 5 of this Article for the period of his incapacity. If such period exceeds thirty (30) calendar days, continued payment may be conditioned on periodic written medical statements from the treating doctor (or medical practitioner) supporting the claim of continued incapacity. A Firefighter's entitlement to compensation under this Article shall cease after he has been retired or pensioned in accordance with law or after a physician designated by the appointing authority of the Town of Winthrop has determined that the Firefighter's former incapacity for duty no longer exists.

C) Presumptions

- 1) Where a Firefighter is incapacitated in whole or in part by hypertension or heart disease, there shall be a presumption that such incapacity was suffered in the line of duty, unless the contrary be shown by competent evidence.
- 2) Where a Firefighter is incapacitated in whole or in part by any disease of the lungs or respiratory tract, there shall be a presumption that such incapacity was suffered in the line of duty, as a result of the inhalation of noxious fumes or poisonous gases, unless the contrary be shown by competent evidence.
- 3) Where a Firefighter has served in such position for five (5) years or more at the time the condition is discovered and is incapacitated in whole or in part by any

condition of cancer as delineated in M.G.L. c.32, S94B, there shall be a presumption that such incapacity was suffered in the line of duty, unless the contrary be shown by competent evidence.

D) Light Duty

A member of the bargaining unit who is on injury or sick leave and who has been on such leave for a period in excess of six (6) calendar weeks, may be recalled to light duty if the treating physician determines that s/he is able to perform some certain specified light duties of a Firefighter (a list of which shall be provided to the doctor). If the Town disagrees with the determination of the Firefighter's attending physician, it may have the Town's designated physician examine and determine fitness for light duty. An employee on light duty will work his regularly scheduled work week consisting of twenty four (24) hour shifts. The Chief at his discretion can shift the employee to another twenty four (24) hour work group.

If the employee's physician and such Town physician disagree as to such fitness for limited duty, they shall thereupon jointly designate a physician agreeable to both. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Division of Industrial Accidents, in cooperation with the parties hereto.

The third physician, however selected, shall conduct, at the Town's expense, an examination of the employee at a time and place he determines. Either party may, at its own expense, provide for the attendance of its designated physician and/or legal counsel at the examination by the third physician. After completing the examination, the physician shall issue a written report setting forth his conclusion as to the employee's fitness for limited duty. Said report shall be binding on the Town, the employee, and the Union, without recourse. Pending receipt of the opinion of the third physician and the Town's action thereon, the Town shall not require the employee to return to duty and shall continue to fully compensate the injured employee for lost time

incident to any such absence. In the event the Firefighter is absent due to a nonwork-related illness, pending receipt of the opinion of the third physician and the Town's action thereon, said employee may remain on sick time, if available to him/her.

The light duty tasks to which a member of the bargaining unit may be assigned shall consist only of tasks that have been customarily performed by other Firefighters within the Winthrop Fire Department, including any or all of the following:

- 1) inspections;
- 2) education and training;
- 3) fire prevention and fire alarm tasks; and/or
- 4) administrative tasks, including but not limited to answering the telephone operating the dispatch radio; maintaining departmental logs; and, other similar duties as assigned.

The Fire Chief, at his discretion can assign an eligible employee to such light duty to a 24 hour shift, however, the right of assignment to a group will remain with the discretion of the Fire Chief.

In the event a Firefighter injured in the line of duty is assigned to limited duty, such limited duty shall not interfere with ongoing medical treatment. During any period when limited duty is being performed, if such Firefighter requires ongoing medical treatment during work time, such lost time shall be charged to injured leave status and not sick time.

Limited duty status shall cease when the Firefighter is either capable of returning to full duty status or is retired. Limited duty status shall continue during any appeal of an adverse medical panel and/or Retirement Board ruling.

Light duty shall not be used as a punishment assignment.

All employees on injured leave who have been determined, pursuant to the procedures described herein, to be capable of returning to light duty shall be recalled to work on that basis within ten (10) calendar days of final determination of fitness.

Any such Firefighter on light duty status shall not be assigned to any Engine or Ladder Company or to any other Fire Suppression function under any circumstances.

ARTICLE 25 HOLIDAYS

All employees covered by this Agreement will be paid one (1) extra day's pay at regular straight time wages for the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Labor Day
Evacuation Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Bunker Hill Day	

ARTICLE 26 VACATIONS
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Section 26.1:

Any employee covered by this Agreement on the payroll as of July 1 of each year during the term of this Agreement on the payroll or an extension or renewal thereof, shall receive a vacation with pay as follows:

- (A) Employees on the payroll continuously for a period of six (6) months but less than one (1) year as of the employee's employment anniversary date shall be entitled to four (4) shifts vacation.

- (B) Employees who have been on the payroll continuously for a period of one (1) year but less than five (5) years as of the employee's employment anniversary date, shall be entitled to eight (8) shifts vacation.
- (C) Employees who have been on the payroll continuously for a period of five (5) years but less than thirteen (13) years as of the employee's employment anniversary date, shall be entitled to twelve (12) shifts vacation.
- (D) Employees who have been on the payroll continuously for a period of thirteen (13) years as of the employee's employment anniversary date, but less than twenty (20) will receive a vacation of sixteen (16) shifts.
- (E) Employees who have been on the payroll continuously for a period of twenty (20) years as of the employee's employment anniversary date, will receive a vacation of twenty (20) shifts.

For purposes of Sections A-E above, "shift" is defined as a twelve (12) hour period.

Section 26.2:

For purposes of vacation only, the twenty-four (24) hour tour of duty shall be broken into a twelve (12) hour day shift and a twelve (12) hour night shift. The day shift shall commence at 7:30 a.m. through 7:30 p.m. and the night shift shall commence at 7:30 p.m. through 7:30 a.m. the following day. If an employee is out on vacation for the whole twenty-four (24) hour tour, s/he is charged with two (2) days vacation. For purposes of this section, "day" is defined as a twelve hour period. An employee may choose to take either the day portion or the night portion of the twenty-four hour shift as vacation or both. If an employee chooses to take only the day shift or the night shift as vacation, s/he shall only be charged with one (1) day's vacation.

Section 26.3:

Vacation periods will commence July 1 and run until June 30 of the following year. Vacation schedules for the entire year shall be posted March 1. First consideration shall be given to the length of service of the employees involved subject, however, to the need of the department. Applicable Vacation Regulations are attached hereto as Appendix B.

Section 26.4:

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

Section 26.5:

Except in cases of discharge for dishonesty, any employee who is discharged or quits between July 1 of the contract year and his scheduled vacation date shall receive the vacation pay due him for that year, provided that employment is terminated at least two (2) weeks prior thereto. Upon the death of an employee entitled to a vacation allowance, vacation shall be paid to the person or persons to whom his salary is payable.

Section 26.6:

If an employee returns to the service of the Town of Winthrop and his period of service with the Town has been interrupted for reason other than service in the armed forces, then after five (5) years of continuous full-time service, the amount of service prior to the interruption of his work for the Town shall be added to the five (5) or more years of current full-time service to give total service for purposes of computing "continuous service" for vacation allowance.

ARTICLE 27 EDUCATIONAL BENEFITS
--

Effective July 1, 2012 the employer agrees to compensate each employee at the rate of Twenty-six (\$26.00) Dollars per credit per

year for each credit an employee earns towards an Associates Degree or a Bachelor Degree in Fire Science or Emergency Management Response at an accredited University. The employee will earn these credits on his own time. The Town shall appropriate a maximum of \$3,000 per year for a tuition reimbursement program and shall accumulate from year to year. The Town will reimburse employees 50% percent of the cost of tuition and fees for any course successfully completed in the field of Fire Science or Emergency Management Response. Successful completion shall mean any course passed with a grade point average of 2.5 or better.

For an employee enrolled at a Community College or State College, reimbursement shall be at 50% percent of the actual cost of tuition. For an employee enrolled at any Private College or University, reimbursement shall be 50% percent of the highest amount allowed for a college course under the Community College/State College System in Massachusetts.

If the amount of employees applying for reimbursement exceeds the appropriation, employees will qualify by seniority except that less senior employees shall be reimbursed prior to a more senior employee if that senior employee has already received reimbursement under this paragraph.

The Town and the Union agree to study the feasibility, requirements and types of training available for employees to earn credits pursuant to this article.

ARTICLE 28 LONGEVITY
--

Effective July 1, 1995 employees covered by this Agreement who have worked the required number of years as of July 1 of the fiscal year in which a payment is to be made shall receive longevity benefits as follows:

Years of Service

Payment

After 5 years	0.5% of base pay
After 10 years	1.0% of base pay
After 15 years	1.2% of base pay
After 20 years	1.4% of base pay
After 30 years	1.6% of base pay.

Effective July 1, 2012 eliminate the 30 year step and replace with 25 years at a payment of 3.0%.

Effective July 1, 2013 longevity will be rolled into the base salary.

ARTICLE 29 EMT PAY

Employees covered by this Agreement who have successfully completed EMT training and who have been certified as EMT'S shall receive One Thousand Five Hundred (\$1,500.00) Dollars per year. As a condition of employment, all new employees will qualify as an EMT within one year of the date of their employment. As a further condition of employment, these employees will be obliged to maintain their certification as an EMT.

The Town will pay for the costs associated with rectification, said costs to be limited to the rectification application fee, a 20 hour refresher course, and if available, a rectification course at the Station or a facility approved by the Chief.

Effective July 1, 1997, employees eligible for the EMT stipend will have the stipend incorporated into their base pay prior to the application of salary increases.

ARTICLE 30 HAZMAT PAY
--

The Town will continue to participate with three (3) members of the Union on the metro-Boston Regional Hazardous Materials Response Team.

The Town will continue to pay the three (3) Union members for responding to HazMat incidents, but not for attendance at HazMat training. If state law is amended to provide state funding for HazMat training, then the Union members will be paid for training consistent with the funding legislation.

Pay is not due to HazMat Team Members until the money is received from the State. However, any member who is called in for overtime to replace a HazMat Team Member will be paid consistent with the current practice of payment for overtime worked. Due to the State reimbursements, the Hazmat Member, even if full shift strength exists, shall be replaced. The duty to replace a HazMat Member is restricted solely to this provision and the parties agree that no precedent is set as to shift coverage or manning. In the event reimbursement is not fully funded by the Legislature or in the event any amendments are made to the underlying Legislation, the parties agree to meet and discuss the impact of such changes on this provision and modify the language accordingly. The Town's obligation to provide coverage for HazMat Members is restricted solely to the time when full reimbursement is available from the Commonwealth. If at any time, full reimbursement is not forthcoming, the Town is under no duty to provide overtime coverage.

ARTICLE 31 NIGHT SHIFT DIFFERENTIAL
--

Employees covered by this Agreement who regularly work the night shift shall be paid Eight (\$8.00) Dollars per week night shift differential.

ARTICLE 32 EMPLOYEE INDEMNIFICATION
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The Employer will indemnify and hold harmless fire fighters who, as a result of operating Town equipment in response to fires or other emergencies, are involved in accidents causing property damage and/or personal injuries to others.

ARTICLE 33
DEFINITIONS

The following definitions shall apply to the provisions of this Agreement, unless such terms are specifically defined otherwise in any provision of this Agreement:

SHIFT: a twelve (12) hour period.
TOUR OF DUTY: four (4) shifts.
DAY: a twenty-four (24) hour period.

ARTICLE 34
SEPARABILITY AND SAVINGS

If any article or section of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 35
DURATION

Section 35.1:

Unless otherwise expressly provided herein, the Agreement shall become effective July 1, 2011 subject to the provisions of Section 2 of this Article and shall continue in effect to and including June 30, 2014, and shall thereafter automatically renew itself for successive

terms of one (1) year unless sixty (60) days prior to December 31, 2013, or any December 31st thereafter, either the Employer or the Union shall have given the other written notice of its desire to modify or terminate this Agreement.

Section 35.2:

This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all laws, ordinances and by-laws are approved by the Town Council so that this Agreement will not conflict with any said law, ordinance or by-law.

The Employer shall request and actively support and urge at Town Council the necessary appropriations and propose necessary amendments to existing laws, ordinances and by-laws during the period of the invalidity or restraint.

ARTICLE 36 PROGRESSIVE DISCIPLINE CODE

The Town and Union agree to establish a progressive discipline code. The code shall be established by June 30, 1998.

ARTICLE 37 RANK DIFFERENTIAL

Effective July 1, 1997, the rank differential from Fire Fighter (FI) to Lieutenant (FII) shall be 16%; the rank differential from Lieutenant (FII) to Captain (FIII) shall be 16%.

Effective July 1, 1998, the rank differential shall be 17%.

Effective July 1, 1999, the rank differential shall be 18%.

ARTICLE 38
PHYSICAL FITNESS STANDARDS

The Town and Union agree to establish a joint Management/Labor Committee to develop physical fitness standards in order to comply with General Law Chapter 31, Sections 61A and B.

The formulation of the specific standards and program shall be determined by the Labor/Management Committee established herein.

In the event that the Labor/Management Committee is unable to have standards established by June 30, 1998, a third party shall be asked to hear the facts and establish standards. If the Labor/Management Committee cannot agree on a third party, the American Arbitration Association shall be asked to appoint a qualified third party.

The fees and expenses of a third party shall be shared equally by the Town and the Union.

The Town and the Union agree to bargain the impact of the Early Intervention Plan as submitted by the Town of Winthrop to the P.E.R.A.C.

ARTICLE 39
DEFIBRILLATOR PAY

Employees covered by this agreement who are defibrillator certified shall receive \$500.00 per year. As a condition of employment, all new employees will be certified within one (1) year of the date of their employment. As a further condition of employment, all firefighters will be obliged to maintain their certification. All training, certification, retraining and re-certification shall be provided by the Town.

ARTICLE 40
UNUSED ANNUAL SICK LEAVE ALLOWANCE

At the end of each year the Town will compensate the members of the Bargaining Unit for unused sick leave in accordance with the following schedule.

DAYS ABSENT IN SINGLE YEAR	AMOUNT OF COMPENSATION
None (0)	\$800.00
One (1)	\$700.00
Two (2)	\$600.00
Three (3)	\$500.00

For the purposes of this article, a day is defined as a twelve (12) hour shift.

ARTICLE 41
CIVILIAN DISPATCHER

The Union and Town agree that the Town can implement the position of Civilian Dispatcher on or after July 1, 2005. The Town and Union further agree that the union may have a representative at any planning meetings regarding the implementation of the Civilian Dispatcher Position.

ARTICLE 42
OUTSIDE DETAILS

Members of Local 1070 shall be allowed to work details out of Town pursuant to a Multi-town Reciprocal Agreement.

ARTICLE 43
DRUG TESTING

A. **Probationary Employees.** Employees may be tested periodically during the probationary period with or without reasonable suspicion at such times as may be determined by management.

B. **Absence from Duty.** An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first fourteen (14) calendar days after his return to active duty.

C. **Serious Incidents.** An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested.

D. **Reasonable Suspicion.** An employee may be tested after a determination by the Chief or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

If an employee refuses to submit to a drug and/or alcohol screening test under this Agreement, it shall be considered insubordination, warranting discipline under a just cause standard pursuant to the Collective Bargaining Agreement.

E. **Procedures.**

1. Hair samples, urine samples, or blood samples when requested by the Chief will be taken at and by an approved testing facility.

2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. A certificate from such facility will be issued for use in all discipline cases. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987 and as updated.

Testing officer will maintain the sterility of the sample (split) and the integrity of the sampling procedure by executing the chain of custody process for the sample given and all related documentation. If a test result is positive, a split sample shall be reserved for independent analysis.

3. The employee to be tested will be interviewed by the technician who will be taking the sample to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with tester.

4. Test results will be made available also to the employee upon request. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by the Chief or a designated officer assigned to bring the employee to the testing facility. The employee will be assigned a test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will be notified to report to the Chief just prior to the employee being taken to the testing facility. Advanced notification of the testing will not be given; this is to insure the integrity of the testing.

7. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

F. **Discipline.** An employee with a positive confirmatory drug and/or alcohol screening result may be suspended from employment under a just cause standard pursuant to the Collective Bargaining Agreement. Upon the employee's return they will be subject to quarterly random drug tests for the following 24 months.

An employee with two (2) positive confirmatory drug and/or alcohol screening result within a five (5) year period will be discharged from employment.

G. Rehabilitation Program. An employee who tests positive for illegal drugs or alcohol abuse shall be medically evaluated, counseled and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program will be retested randomly once every once every quarter for the following twenty-four (24) months. Any employee who does not successfully complete the rehabilitation program will be subject to discipline, including discharge under a just cause standard pursuant to the Collective Bargaining Agreement.

Treatment and rehabilitation shall be paid by employee's insurance program.

Employees will be allowed to use their accrued leave and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action per this agreement.

ARTICLE 44

FIRE ACADEMY TRAINING

Newly appointed firefighters shall complete training at the Massachusetts Fire Academy within one year of appointment unless delayed by reasons not under the control of the Town, such as a delay by the Academy for training purposes. Failure to successfully complete the training program at the Massachusetts Fire Academy will result in termination of employment.

ARTICLE 45

HEALTH INSURANCE OPT OUT

Employees who do not participate in the Town of Winthrop health insurance plan will receive an annual payment of \$250. To qualify for this plan an employee must have other non Town of Winthrop insurance coverage. An employee may not cancel his/her election not to participate in the plan until an annual enrollment period or unless one of the following occurs:

1. Involuntary loss of your other health insurance coverage through no fault of your own; or

2. There is significant change in your other health insurance coverage; or
3. There is a change in your family status such as marriage, divorce, birth or adoption of a child, or the termination of your spouse's employment causing you to lose health insurance coverage.

If you elect to participate in this plan and one of the above events occurs, you will be able to re-enroll and resume your health insurance coverage through the Town of Winthrop. You will need to repay on a pro rata basis the remaining portion of the \$250 payment.

ARTICLE 46

FIRE DEPARTMENT COMPOSITION

The Fire Department shall maintain an officer's compliment of four (4) Lieutenants and five (5) Captains.

At no time will a shift compliment be reduced to under seven (7) Fire Fighters. However, any Fire Fighter assigned to light duty pursuant to Article 24 shall be counted as a member of the shift.

The parties agree to the duties, hours, and job responsibilities for the position of Administrative Officer attached as Exhibit __ to this agreement.

IN WITNESS WHEREOF, the authorized representative of the parties have set their hands this ____ day of _____, 200__.

BOARD OF SELECTMEN OF THE
TOWN OF WINTHROP

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL 1070, AFL-CIO

Approved as to form:

Town Counsel

SCHEDULE A WAGE SCHEDULE

Group F-1 (With EMT)

Effective 7-1-2000 to 6-30-2001

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FI	Annual	31,759.47	32,118.33	32,479.86	32,839.78	33,894.37	34,955.40
	Weekly	610.76	617.66	624.61	631.53	651.81	672.22
FII	Annual	37,475.93		38,325.93		41,247.09	
	Weekly	720.69		737.04		793.21	
FIII	Annual	44,221.81		45,224.99		48,671.58	
	Weekly	850.42		869.71		935.99	

Group F-1 (Without EMT)

Effective 7-1-2000 to 6-30-2001

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FI	Annual	30,102.86	30,462.79	30,824.32	31,184.24	32,238.84	33,299.32
	Weekly	578.90	585.82	592.78	599.70	619.98	640.37
FII	Annual	35,521.53		36,372.60		39,293.76	
	Weekly	683.11		699.47		755.65	
FIII	Annual	41,915.52		42,919.77		46,366.36	
	Weekly	806.07		825.38		891.66	

Group F-1 (With EMT)

Effective 7-1-2001 to 6-30-2002

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FI	Annual	32,712.26	33,081.87	33,454.25	33,824.97	34,911.21	36,004.06
	Weekly	629.08	636.19	643.35	650.48	671.37	692.39
FII	Annual	38,600.21		39,475.71		42,484.50	
	Weekly	742.31		759.15		817.01	
FIII	Annual	45,548.47		46,581.74		50,131.73	
	Weekly	875.93		895.80		964.07	

**Group F-1 (Without EMT)
Effective 7-1-2001 to 6-30-2002**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FI	Annual	31,005.95	31,376.67	31,749.05	32,119.77	33,206.00	34,298.30
	Weekly	596.27	603.40	610.56	617.69	638.58	659.58
FII	Annual	36,587.17		37,463.77		40,472.57	
	Weekly	703.60		720.46		778.32	
FIII	Annual	43,172.99		44,207.36		47,757.35	
	Weekly	830.25		850.14		918.41	

STIPENDS:

Training Officer	\$1,350.00
Assistant Training Officer	\$1,000.00
Fire Inspector	\$1,400.00
Fire Investigator	\$1,000.00
EMS Officer	\$1,000.00

All stipends shall be incorporated into base pay prior to application of a salary increase.
This becomes effective July 1, 2003.

SCHEDULE B

VACATION REGULATIONS

- (A) The Vacation List shall be posted by March 1st of each year.
- (B) Members will pick in order of department seniority. Senior man from each group first, etc.
- (C) There will be 2 rounds to pick from. Each man will post at least one week no more than two, for the first round. Two members from each group will be eligible to be on vacation at the same time during prime weeks. Round 2 will be used to post any remaining week the member wishes to post. Both shift officers may not pick the same week during prime weeks.

The prime weeks for consideration are:

Weeks #1 and #2

Weeks of Christmas and New Years

Last 2 vacation weeks in June

Effective July 1, 2011 there will added 4 additional prime weeks of vacation. The additional 4 prime weeks will be agreed upon by the Union and the Fire Chief.

Round 1

#1 Pick by March 10

#2 Pick by March 13

#3 Pick by March 16

#4 Pick by March 19

#5 Pick by March 22

#6 Pick by March 25

#7 Pick by March 28

#8 Pick by March 31

Round 2

#1 Pick by April 05

#2 Pick by April 08

#3 Pick by April 11

#4 Pick by April 14

#5 Pick by April 17

#6 Pick by April 20

#7 Pick by April 23

#8 Pick by April 26

- (D)** If a senior member fails to pick in his time slot, the next man must still pick and the senior man loses his choices in the round.
- (E)** If a man transferred or promotes, his name must carry into the slot of his week picked.
- (F)** All vacations must be submitted in writing on a vacation request form. No one except the vacation officer may make changes to the schedule.
- (G)** In the event a member must cancel his vacation week, he must give one week notice in writing to the vacation officer unless unforeseen circumstances arise. In addition, if vacation is canceled within the seven (7) day period prior to the commencement of said vacation, a change of vacation requires the approval of the Chief.
- (H)** In the event of a canceled week: #2 of these regulations will apply to the picking of the open week.
- (I)** Single vacation days cannot be posted more than 2 weeks in advance. In order to be eligible to pick single days, one week must have been posted.
- (J)** All members will be required to post their remaining full week vacations as available weeks by the following May 15th. If available time runs out at the end of the fiscal year, any member who has not followed this article will be in jeopardy of losing their time.