

AGREEMENT
BETWEEN THE TOWN OF PEPPERELL
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 5018

March 18, 2016 – March 17, 2019

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ARTICLE 1
PREAMBLE

This Agreement entered into by the Town of Pepperell, hereinafter referred to as the “Employer” or the “Town,” and the International Association of Firefighters, Local 5018, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of mandatory conditions of employment, including wages and hours.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its full-time and regular part-time firefighters, excluding the Chief, Assistant Chief, Deputy Chief, and all confidential, managerial, per diem, call and casual employees.

ARTICLE 3
DUES CHECK-OFF

A. The Town shall deduct regular Union dues in the amount authorized by the bargaining unit member, from the bargaining unit member's regular paycheck. The amounts deducted shall be sent to the Union office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

B. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Treasurer under General Laws, Chapter 180, Section 17A.

C. In the event that a bargaining unit member has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those dues directly, and the Town shall not be held responsible for collection of those dues.

D. Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION - DUES CHECK-OFF

I authorize the Town of Pepperell to deduct Union Dues, Fees and Assessments in the amounts specified by the Union from my regular paycheck and to remit that money to the IAFF, Local 5018.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to the Town Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature
Name:
Address:

ARTICLE 4
NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age¹, handicap/disability, sexual orientation¹, genetic information or military status, as protected by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment because of race, color, religion, sex, national origin, age¹, handicap/disability, sexual orientation¹, genetic information, or military status, as protected by law. The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his or her membership or non-membership in the Union.

Section 2. In addition, it is the policy of the Town to provide equal employment opportunities (EEO) to all employees without regard to race, color, religion, sex, national origin, age¹, handicap/disability, sexual orientation¹, genetic information, or military status in accordance with applicable federal and state law. To this end, the Town complies with all applicable federal and state laws governing non-discrimination in employment.

¹ As defined by law.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or government. The parties acknowledge that these rights are vested exclusively to the Board of Selectmen or its designee, the Fire Chief, so long as they do not conflict with the terms or conditions of this agreement, including:

- (a.) The operation and direction of the affairs of the Fire Department;
- (b.) The determination of the level of services to be provided;
- (c.) The direction, control, supervision, and training of the employees;
- (d.) The determination of job descriptions;
- (e.) The planning, determination, direction and control of all operations and services of the department (and its units and programs);
- (f.) The increase, diminishment, change or discontinuation of operations, in whole or in part;
- (g.) The institution of technological changes, including computerization and the revising of processes, systems or equipment;
- (h.) The subcontracting of work;
- (i.) The alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (j.) The determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not;
- (k.) The assignment of duties;
- (l.) The assignment and reassignment to shifts;
- (m.) The assignment to work sites, including the change of work sites;

- (n.) The requirement to return to duty or to remain on duty after a firefighter's scheduled shift is over;
- (o.) The requirement, and assignment, of overtime;
- (p.) The determination of whether or not goods should be leased, contracted or purchased on either a temporary or permanent basis;
- (q.) The hiring, appointment, promotion, demotion, suspension, discipline, or discharge of employees;
- (r.) The layoff or relief of employees due to lack of funds or of work or for any other reason, subject to impact bargaining;
- (s.) The making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary, except to the extent expressly limited by a specific provision of the Agreement.

Section 2. During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency.

ARTICLE 6
DISCIPLINE, DISCHARGE AND JUST CAUSE

Section 1. All bargaining unit members shall actually serve a probationary period of one (1) year from the date of hire. Probationary employees may be disciplined or discharged by the Town without cause or prior notice and any such action by the Town shall not be subject to a grievance or arbitration by the employee or the Union.

Section 2. Any employee who takes leave (other than paid vacation, sick, personal, bereavement leave) shall have his/her probationary period extended by the duration of his/her leave, up to one (1) year.

Section 3. Upon successful completion of the probationary period, a bargaining unit member shall not be suspended or discharged without just cause by the Town.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Town and the Union as quickly as possible so as to ensure efficiency and to promote employee morale. For the purpose of this Agreement, the term “grievance” means an actual dispute between the Town and any employee represented by the Union concerning the interpretation, application, or claim of breach or violation of one or more express terms of this Agreement.

Any such grievance shall be settled in accordance with the following grievance procedure:

A. “Days” as used in this Article means consecutive days, excluding Saturdays, Sundays and holidays.

B. The grievance shall be presented to the Fire Chief, in writing, within five (5) days of the occurrence giving rise to the grievance, by the Union President (unless he/she is on vacation, in which case the grievance shall be filed within five (5) days of his/her return from vacation. The Fire Chief shall give an answer, in writing, within ten (10) days of receipt of the grievance. If the Chief is on vacation when the grievance is presented, the ten (10) days shall not run against the Chief until the Chief returns from vacation. If the Fire Chief’s answer does not resolve the grievance, it may be processed to the next step.

C. The Union President shall present the grievance, in writing, to the Town Administrator within five (5) days after receiving the Fire Chief’s answer. The Town

Administrator shall give an answer, in writing, within fifteen (15) days after receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

D. The Union President shall present the grievance, in writing, to the Board of Fire Engineers within five (5) days after receiving the Town Administrator's answer.² The Board of Fire Engineers shall provide an answer, in writing, within fifteen (15) days after receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

Section 2. All grievances must contain the date of the occurrence giving rise to the grievance, a concise statement of the facts, the specific provision, including the Article and section, of the Agreement alleged to have been violated and the remedy sought. The grievance shall be signed by the individual employee affected by the disputed interpretation, application, or claim of violation of the Agreement.

Section 3. Failure by the Chief to answer a grievance at Step 1, by the Town Administrator to answer a grievance at Step 2, or by the Board of Fire Engineers at Step 3 shall be deemed a denial of the grievance and the Union may move the grievance to the next step of the procedure.

Section 4. Failure by the Union to initiate any Step within the appropriate time limit shall result in barring the grievance.

Section 5. Within fifteen (15) days of the date of the written answer by the Board of Fire Engineers, either party (the Union or the Town) may request arbitration.

² Step 3 shall only be in effect for so long as the Board of Fire Engineers exists. In accordance with the Town Charter, the Board of Fire Engineers will be abolished upon appointment of a Fire Chief under the Charter.

Section 6. The time limits set forth in this Article may be extended by mutual agreement of the parties.

Section 7. The Town may also process grievances under the grievance and arbitration procedures.

ARTICLE 8
ARBITRATION

Section 1. The Arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with their procedures.

Section 2. The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall have no right to add to, or subtract from, or modify this Agreement, and shall only interpret such items and determine such issues as may be submitted to him/her by the written agreement of the parties. The decision of the arbitrator shall be final and binding on the Town and the Union and the employee or employees.

Section 3. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Town and the Union.

Section 4. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator if both parties request a transcript. If only one party requests a transcript be made of the proceedings, the transcript shall still be designated by the parties as the official record of the proceedings, and the requesting party shall be responsible for the expense of providing a copy of the transcript to the arbitrator. The non-requesting party shall not share the expense of a transcript and shall not be entitled to a copy of the transcript.

Section 5. Monetary awards resulting from a decision of the arbitrator shall in no case be retroactive prior to the date of the occurrence of the grievance.

Section 6. No arbitration award shall include payment by the Town of punitive damages to the Association or the employee.

Section 7. The Arbitrator shall have no authority to award interest.

Section 8. In disciplinary cases, the arbitrator shall not apply a burden of proof above the preponderance of the evidence standard.

Section 9. The arbitrator shall not render any decision contrary to state or federal law.

Section 10. Grievances may be settled without precedent at any stage of this procedure until the issuance of a final award by the arbitrator.

ARTICLE 9
NO STRIKE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Town, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however, established, and withholding of overtime services, including upon termination of this Agreement.

The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 3. Violations of Section 1 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be just cause for disciplinary action by the Town against an employee and such other action that the Town may deem appropriate.

Section 4. The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article.

ARTICLE 10
UNION REPRESENTATION

Section 1. Representatives of the Union shall be permitted to confer with employees within the bargaining unit at reasonable times during the working hours, at the Fire Station, for the purpose of discussing, investigating, and processing grievances, provided that such activities do not interfere with the performance of the employee's duties and provided advance notice has been given to the Fire Chief.

Section 2. The Town shall recognize one President, one Secretary and one Treasurer to be designated by the Union, and whose names shall be given to the Fire Chief. The Union officers shall not alter or amend any provision of this Agreement.

ARTICLE 11
SENIORITY

Section 1. Seniority shall be defined as length of continuous and uninterrupted service as a full-time firefighter in the Town of Pepperell Fire Department. Seniority shall be based on the date of the employee's first full-time shift.

Section 2. Seniority shall be the determining factor in scheduling vacations, and inverse seniority and rank shall be the determining factors in layoffs.

Section 3. The Town shall furnish the Union with a copy of the Seniority List. A permanent list shall be posted and maintained on a readily accessible bulletin board at the Fire Department headquarters.

Section 4. Seniority shall not be impacted by vacation time, sick time, time lost due to injury sustained while performing the job, unlawful suspension, or any call to military service for the duration of enlistment.

Section 5. Any suspension or unpaid leave of absence granted at an employee's request, excluding injured on duty leave, shall not be included in the calculation of seniority.

ARTICLE 12
WORK SCHEDULE/HOURS OF WORK

Section 1. The work week shall consist of an average of forty-two (42) hours per week over an eight (8) week period of time. Bargaining unit members shall be required to work rotating twenty-four (24) hour shifts as follows: one day on duty, two days off duty, one day on duty, four days off duty. Bargaining unit members assigned to this schedule shall be paid forty-two (42) hours per week.

Section 2. Twenty-four (24) hour shifts shall commence at 07:00 AM on one calendar day and end at 07:00 AM the following calendar day.

ARTICLE 13
OVERTIME

Section 1. Bargaining unit members shall be paid at the rate of one and one half times the base hourly rate for all hours worked in excess of their regularly scheduled hours.

Section 2. For purposes of this Agreement, "hours worked" shall include the following:

- (a.) Hours actually worked
- (b.) Hours compensated by vacation pay
- (c.) Paid personal days
- (d.) Incentive days

Section 3. A list of bargaining unit members available for overtime shall be maintained and made accessible to the members. If the Fire Chief elects to fill an overtime opportunity with a bargaining unit member, a rotating system will be used whereby if a firefighter is offered overtime and he/she refuses/accepts the overtime, his/her name will be put at the bottom of the list. The original list will start with the most senior firefighter, and the remaining names will be listed by decreasing order of seniority.

Section 4. Overtime in excess of three (3) hours shall be offered by the rotating system.

ARTICLE 14
RECALL

Section 1. Bargaining unit members who have been laid off shall be entitled to recall for a period of up to one (1) year from the date of their layoff, or a time equivalent to their term of service with the Town of Pepperell, whichever is shorter. Employees shall be recalled based on seniority, provided that in each case the senior employee is qualified.

Section 2. Bargaining unit members shall be responsible for keeping the Town informed as to their current address and phone numbers.

Section 3. A bargaining unit member who is recalled shall have two (2) working days from the receipt of the recall notice to notify the Town of his/her availability.

Section 4. All contractual benefits existing at the time of layoff shall be reinstated at the time of rehire, and there shall be no accrual of seniority during the period of layoff.

ARTICLE 15
GROUP LIFE INSURANCE

Life insurance will be provided to employees in accordance with Chapter 32B of the General Laws.

ARTICLE 16
HEALTH INSURANCE

Health insurance will be provided to employees in accordance with the requirements of Chapter 32B of the General Laws.

ARTICLE 17
VACATION LEAVE

Section 1. Vacation leave shall accrue monthly on the basis of the number of completed calendar months of active employment with the Town.

Section 2. Firefighters shall be charged for vacation leave in hourly increments. All vacation time will be approved by the Fire Chief. Vacation time shall be scheduled at least two weeks prior to the date of the vacation day. The Fire Chief may grant exceptions under emergency circumstances. If the employee seeking vacation time finds someone suitable to fill his/her shift, the two-week approval period may be waived by the Fire Chief.

Section 3. Vacation Leave is accrued as follows:

Year	Monthly Accrual Amount (Hours)	Maximum Yearly Accrual Amount (Hours)
In year 1	8	96
In years 2, 3 & 4	8	96
In years 5, 6, 7 & 8	12	144
In years 9, 10, 11 & 12	16	192
In years 13, 14, 15 16, 17 & 18	20	240
In years 19 and beyond	24	288

Section 4. A firefighter who is on injured on duty leave for more than sixty (60) calendar days shall not accrue vacation leave for the period of IOD leave beyond the sixty (60) days.

ARTICLE 18
SICK LEAVE

Section 1. Sick leave with pay, at the rate of eight (8) hours of paid sick leave for each completed calendar month of active employment, shall be accumulated but not granted during the first six months of employment. Starting with the seventh month of the continuous employment, a firefighter shall be entitled to use sick leave at regular pay, in accordance with section 13.2, at the rate of eight (8) hours of paid sick leave for each completed calendar month of active employment, subject to a maximum accumulation of 720 hours.

Section 2. The Fire Chief may allow a firefighter to use sick leave when the firefighter is unable to perform required duties of the position due to personal illness or accident. The Fire Chief may also allow a firefighter to use sick leave for prescribed medical examinations, other absences caused by accidents or illness, or family illness at the discretion of the Fire Chief. Three (3) or more consecutive working days of sick leave will require a physician's certificate certifying the illness, to be submitted to the Fire Chief, a copy of which shall be forwarded to the Town Accountant for the office file.

Section 3. Unused sick leave may accumulate to a maximum of 720 hours. Sick leave in excess of the maximum accrual amount will be lost at the end of each fiscal year.

Section 4. If a firefighter is on injured on duty leave for more than sixty (60) calendar days, the firefighter will not be eligible to earn sick leave for the period of IOD leave beyond the sixty (60) days.

Section 5. Employees may elect to donate a specific number of their sick days to another employee on a one-time basis, subject to the recommendation of the Fire Chief and final

approval of the Town Administrator, and without prejudice to any future requests for the donation of sick leave. Upon donation of sick leave, the employee permanently waives any claim to the amount of sick leave donated.

Section 6. The Fire Chief shall report employee sick leave accrual and usage in the Town's payroll system, and the Town Accountant shall keep a record for each employee on special attendance files provided for that purpose.

ARTICLE 19
PAID HOLIDAYS

Section 1. Bargaining unit members shall be entitled to eleven and one half (11-1/2) holidays per year, as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
1/2 Day Christmas Eve
Christmas Day

Section 2. If a firefighter works on a holiday, the firefighter shall receive as total payment, wages equal to two and one-half (2-1/2) times his or her hourly rate for all hours worked on the actual day of the holiday (e.g., between 7AM and Midnight, or between Midnight and 7AM for all holidays except Christmas Eve; on Christmas Eve to a maximum of 6 hours).

Section 3. Firefighters who do not work on a holiday will be entitled to 12 hours of holiday pay for all full day holidays and 6 hours of pay for all half day holidays, unless they have used sick leave on the shift immediately prior to or after the holiday.

Section 4. When a holiday falls on Saturday or Sunday, the day upon which the holiday falls shall be considered the holiday, notwithstanding that the legal holiday under MGL, occurs on another day.

Section 5. A firefighter who is on injured on duty (IOD) leave longer than sixty (60) calendar days shall not be paid holiday pay for any period on IOD leave beyond the sixty (60) calendar days.

ARTICLE 20 PERSONAL LEAVE

Section 1. As of July 1 of any year, bargaining unit members are entitled to twenty-four (24) hours of personal leave with pay during that fiscal year. Bargaining unit members who are hired prior to April 1st are entitled to prorated personal time until the end of the current fiscal year.

Section 2. Personal leave shall be scheduled with the approval of the Fire Chief subject to the operating needs of the department, as determined by the Fire Chief.

Section 3. Personal leave may be taken, and will be charged, in hourly increments.

Section 4. Personal leave must be used during the fiscal year it was awarded and cannot be carried over from fiscal year to fiscal year. Personal leave not used by the end of the fiscal year shall be lost.

Section 5. If a bargaining unit member works continuously through six (6) consecutive months without using a sick day under Article 18 or any unpaid leave, he/she shall be granted twelve (12) hours off with pay, for use within the six (6) month period of earning such day off with pay. The following conditions shall strictly apply: (1) such incentive time off must be used and may not be accumulated or sold back to the Town; and (2) such incentive time off is subject to the same scheduling requirements as personal leave.

ARTICLE 21 FUNERAL LEAVE

Section 1. In the event of the death of a firefighter's spouse, child, or step-child resident in the household; or parent, brother, sister, stepfather, stepmother, grandparent or grandchild of the employee or his/her spouse, an excused absence with pay of not more than thirty-six (36) hours will be allowed.

Section 2. Any firefighter who works an administrative schedule will be allowed an excused absence of not more than thirty-two (32) hours in the event of a death as set forth in Section 1.

Section 3. The Fire Chief may grant additional time off at his discretion for extenuating circumstances.

ARTICLE 22 MILITARY LEAVE

Military Leave will be provided to eligible employees in accordance with state law (M.G.L. c. 33, §59) and federal law (Uniformed Services Employment & Re-Employment Rights Act – USERRA.)

ARTICLE 23
FAMILY AND MEDICAL LEAVE

The Town shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (“FMLA”) and the Town’s FMLA Policy for eligible employees.

ARTICLE 24
JURY DUTY

Section 1. A firefighter who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the firefighter shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the firefighter’s base wages for a period of up to fourteen (14) days.

Section 2. Any firefighter required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the firefighter’s base rate for a period of up to fourteen (14) days.

Section 3. A firefighter seeking compensation in accordance with this section shall notify the Fire Chief after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Fire Chief showing dates of juror service, time served, and amount of juror compensation received.

ARTICLE 25
PAID PATERNITY/MATERNITY LEAVE

Section 1. Up to twenty-four (24) hours of paternity leave with pay will be granted to bargaining unit members in connection with the birth of a child, or the adoption of a child under two (2) years old. Paternity leave will commence on the day the child is brought home from the hospital, or, in the case of adoption, the day the child is permanently introduced into the home.

Section 2. Up to twenty-four (24) hours of maternity leave with pay will granted to a bargaining unit member who has given birth to a child.

ARTICLE 26
INJURED ON DUTY

A member of the bargaining unit incapacitated for duty because of injury sustained in the line of duty without fault of his or her own shall be granted leave without loss of pay for the period of such incapacity, in accordance with M.G.L. Chapter 41, Section 111F.

ARTICLE 27
COURT TIME

Section 1. Any bargaining unit member who, during his/her off-duty time, is required to appear in any State or Federal Court on a matter arising from the performance of his/her duty as a Firefighter for the Town of Pepperell, shall be compensated at the rate of one and one half (1.5) times his/her base rate computed to the nearest quarter of an hour.

Section 2. Travel time shall be included in computing the court time payment due to the bargaining unit member.

Section 3. The bargaining unit member shall turn over to the Town all witness fees or other payments made directly to him/her by any Court before which he/she appears.

ARTICLE 28
SPECIAL CONDITIONS OF EMPLOYMENT

Section 1. Driver's License Requirements. All firefighters shall possess a valid and current Massachusetts driver's license. A firefighter's failure to possess such a license shall be subject to disciplinary action by the Town.

Section 2. EMT Basic Paramedic Certification. As a condition of employment, all firefighters shall possess and maintain certification as an EMT Paramedic by the Massachusetts Department of Public Health, Office of Emergency Services. The Town will reimburse firefighters for their recertification fee. A firefighter's failure to meet these requirements shall be subject to disciplinary action by the Town.

Section 3. Off-Duty Employment. Firefighters shall notify the Chief of any off-duty employment. Firefighters shall not accept employment that can reasonably be construed to bring adverse publicity to the Department.

Section 4. Physical Fitness. The parties acknowledge that being a firefighter is a physically demanding job and that certain physical fitness standards should be met not only at the time of hire but throughout the employee's career. The parties also acknowledge that regular exercise is part of remaining physically fit and that physical fitness is important to avoid personal injury to the employee and others.

ARTICLE 29
CLOTHING/EQUIPMENT

Section 1. Turn-Out Gear

The Town shall provide to each bargaining unit member, who is not already equipped, personal protective equipment consisting of one pair of boots, one helmet, one protective coat, one protective hood, one pair of bunker pants, and one pair of gloves. All items shall meet NFPA standards or the equivalent. This equipment constitutes “turn-out” gear and must be worn at fire sites.

Section 2. Clothing

Upon hire, the Town shall provide to all the new bargaining unit members the following items from an NFPA authorized vendor:

- 3 station pants
- 3 polo shirts
- 3 button shirts
- 1 badge
- 1 Ansi jacket
- 1 pair of boots

Section 3. Replacement of Uniforms and Equipment

Existing employees are eligible for replacement items due to damage or normal wear/tear, subject to the Fire Chief’s discretion, from an NFPA authorized vendor.

ARTICLE 30
CERTIFICATIONS/TRAINING

Section 1. The Town agrees to pay for each member of the bargaining unit to maintain the following certifications, including course cost, training materials and any licensing/certification or re-certification fee:

- Emergency Medical Technician (Paramedic Level Only, State and National Registry Certification)³
- Cardio Pulmonary Resuscitation
- Advanced Cardiac Life Support
- Pediatric Advanced Life Support
- Massachusetts Fire Training Council Certification Fees for mandatory courses approved by the Fire Chief

Section 2. The Town agrees to pay members of the bargaining unit at their base hourly rate, subject to Article 13, Overtime, to attend mandatory Massachusetts Fire Training Council sponsored courses, subject to the Fire Chief's prior approval and his verification.

³ Including OEMS approved continuing education.

ARTICLE 31
INFECTIOUS DISEASE/IMMUNIZATIONS

Upon request of a bargaining unit member, the Town shall provide immunization and booster shots for tetanus, hepatitis, tuberculosis, and influenza.

ARTICLE 32
LONGEVITY

Section 1. Longevity shall be paid to bargaining unit members according to the following schedule of uninterrupted service:

- In years 6-10 of full-time employment \$650
- In years 11-15 of full-time employment \$780
- In years 16-20 of full-time employment \$910
- In years 21-25 of full-time employment \$1040
- In years 26-30 of full-time employment \$1200
- In years 31-35 of full-time employment \$1360
- In years 36 and after of full-time employment \$1520

Section 2. No employee shall, under any circumstances, receive more than \$3,500 in longevity pay in any fiscal year.

Section 3. Payments shall be made semi-annually in December and in June.

Section 4. Term of service shall be determined on the employee's anniversary date.

ARTICLE 33
WAGES

Section 1. All bargaining unit members will receive a base wage increase as follows:

Effective 3/18/16	1.5%
Effective 3/18/17	1.75%
Effective 3/18/18	2.0%

ARTICLE 34
SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 35
STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2. The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

ARTICLE 36
WAIVER

The Town and the Union, for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

ARTICLE 37
DURATION

Section 1. Effective Date

The signing of this Agreement by the authorized representatives of the Union and the Town shall constitute an entire agreement effective March 18, 2016 until March 18, 2019.

Section 2. Termination

This Agreement shall terminate on March 18, 2019, provided that it shall remain in effect thereafter during negotiations and interest arbitration for a new agreement. After the completion of interest arbitration, if the funding for the award is rejected by Town Meeting, either party may send a ten (10) day notice of termination which shall terminate the contract. Said notice of termination shall not be effective prior to March 18, 2020.

THIS AGREEMENT has been duly executed by the authorized representatives of the Town of Pepperell and IAFF, LOCAL 5018.

FOR THE TOWN OF PEPPERELL

FOR IAFF, LOCAL 5018

Mark Andrews, Town Administrator

Dave Keene, Vice President District 4

Toby Tyler, Fire Chief

Benjamin Simmons, President

Date: _____

Date: _____

RATIFIED:

TOWN OF PEPPERELL

Melissa M. Tzanoudakis, Chair

Roland Nutter

Lisa Ferolito

Date: _____

RATIFIED:

IAFF, LOCAL 5018

Dave Keene, Vice President District 4

Date: _____