

CONTRACT  
BETWEEN THE  
TOWN OF SEEKONK, MASSACHUSETTS  
AND THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 1931

AGREEMENT OF:  
JULY 1, 2016 THROUGH JUNE 30, 2019

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## **ARTICLE 1**

### **SECTION 1**

### **GENERAL**

The Town of Seekonk, hereinafter referred to as the Town, and Local 1931 of the International Association of Firefighters, AFL/CIO-CIC, hereinafter referred to as the Union, in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and wellbeing of the Fire Department, hereby agree as follows:

### **SECTION 2**

### **PUBLIC EMPLOYEES**

The Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

### **SECTION 3**

### **MANAGEMENT RIGHTS**

The Town shall retain all rights and authority the Town had prior to the signing of any collective bargaining contract with the International Association of Firefighters, Local #1931 except those rights which are explicitly and specifically modified by the express terms of this agreement. Notwithstanding the provisions of the contract, the Town shall retain and exercise through its Fire Chief all rights to manage and control the Seekonk Fire Department and its employees that are given to the Town by the applicable statutes of the Commonwealth of Massachusetts, and this is expressly understood by the parties of this Agreement. The Fire Chief shall make all suitable regulations concerning the Fire Department and the officers thereof subject to the approval of the Selectmen. The Fire Chief shall be in immediate charge of all Town property used by the Department and of the Firefighters whom he shall assign to their respective duties and who shall obey his orders. Nothing in this agreement will be construed to abridge or modify these powers of the Fire Chief or the General Laws of the Commonwealth of Massachusetts or the by-laws of the Town of Seekonk or the cases decided by the Supreme Judicial Court and Appeals Court of the Commonwealth of Massachusetts.

## **ARTICLE 2**

### **SECTION 1**

### **RECOGNITION**

The Town hereby recognizes that the Union is the sole and exclusive representative of all full time Firefighters, with the exception of the Chief of the Fire Department and the Deputy Chief of the Fire Department, for the purposes of bargaining with respect to wages, hours of work and working conditions. In the event a Deputy Chief is appointed, Union rank positions shall remain at a minimum of one (1) Captain and three (3) Lieutenants.

## ARTICLE 3

### SECTION 1

### UNION MEMBERSHIP

Each permanent Firefighter shall tender weekly membership dues or Agency Service Fee by signing an Authorization of Dues form or Authorization of Agency Fee form. During the life of this Agreement and in accordance with the terms of the form of Authorization hereinafter set forth the employer agrees to deduct Union membership dues and agency fee levied in accordance with the by-laws or constitution of the Union from the pay of each employee who executes of who has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues or Agency Fee deducted weekly. Such remittance shall be made during the succeeding week.

Each employee covered by this Agreement who is not already a member of the Union or an Agency Fee Payer, shall within thirty calendar days of the signing of this agreement or thirty days from the employee's date of hire, whichever is later, either acquire and maintain membership in the Union in good standing, or tender to the Union a service fee equal to the standard dues required as a condition of membership in the Union.

## ARTICLE 4

### SECTION

### PROBATIONARY PERIOD

A newly appointed employee shall attend the Massachusetts Fire-fighting Academy at the earliest date possible and shall remain on probation for a minimum of 18 months. If at the conclusion of 18 months an employee has not completed the Massachusetts Firefighting Academy, through no fault of his/her own, said individual will be eligible to be promoted to "First Class Firefighter Probationary." After completion of the Massachusetts Firefighting Academy, said employee will be eligible, with the recommendation of the Fire Chief to the Board of Selectmen, to be promoted to "First Class Firefighter Career."

Upon recommendation by the Fire Chief to the Board of Selectmen:

- (a) Newly appointed firefighters who have successfully completed the Massachusetts Firefighting Academy prior to their appointment to the Seekonk Fire Department may be initially appointed as a Second Class Firefighter Probationary; and,
- (b) Newly appointed firefighters who were previously career firefighters of the town of Seekonk may be initially appointed as Second Class Firefighter Probationary or as First Class Firefighter Probationary if they previously held such rank with the Seekonk Fire Department.
- (c) New hires of the Seekonk Fire Department must sign an agreement with the Town in the form attached hereto as Attachment A in which they agree to reimburse the Town in the amount of \$5,000.00 if they leave their position as a Firefighter/EMT-P prior to working for the Town on a full time basis in such capacity for a period of at least five (5) years.

Such initial appointments shall not affect the duration of the probationary period.

## **SECTION 2**

## **HEARING BEFORE REMOVAL**

Once a Firefighter has been appointed as a "Career" Firefighter, he/she cannot be removed from his/her job without just cause. If removed, and he/she requests it, he/she shall be given a Public Hearing by the Board of Selectmen and he/she may be represented by council at his/her expense. Just cause shall include among other things, refusal to obey an order of the Chief, Acting Chief, or regular Commissioned Officer unless that order shall clearly cause an unnecessary risk.

## **ARTICLE 5**

### **SECTION 1**

### **SENIORITY LIST**

The Town Administrator shall establish a seniority list and it shall be brought up to date on July 1<sup>st</sup> of each year and immediately posted thereafter on the Central Fire Station and substation boards, for a period of not less than thirty (30) days and a copy of same mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be reported to the Town Administrator within ten (10) days or it shall stand approved. If an objection is so reported, the Town Administrator and the Union shall meet to discuss and negotiate the objection and accuracy of said lists.

## **ARTICLE 6**

### **SECTION 1**

### **PROMOTIONS AND APPOINTMENTS**

The Board of Selectmen shall make promotions and appointments within the ranks of the Fire Department. Promotions Lieutenant shall be selected from eligibility lists in accordance with the following procedure. Such promotions shall be made by the Board of Selectmen.

In order to have eligibility lists for Lieutenant rank, a promotional process shall be held every two (2) years from the posting date of the previous eligibility list. The promotional process shall include a written multiple choice exam for the appropriate rank and an oral board interview. The grades shall be weighted with a maximum of 50 points from the written test and 50 points from the oral board. A passing score of 70% on the written test is necessary to advance to the oral board.

Upon completion of the testing process an eligibility list shall be established in order of score. If there are any vacancies in the rank being tested for they shall be filled off this list. For shift officer positions the remaining candidates shall each bid on, and in order of score, be assigned a group as acting officer which shall be filled in accordance with ARTICLE 6, SECTION 8.

In the event no member passes the examination process another process shall be held within eighteen (18) months of the previous exam.

If the test being held is for a staff or administrative officer position, any vacancies shall be filled off the eligibility list.

Eligibility lists shall be valid for TWO (2) years.

This section shall become effective on January 1, 2010.

## **SECTION 2**

## **VACANCIES IN PRIVATE RANKS**

The Board of Selectmen shall make every effort to fill vacancies in the "Private" ranks and shall endeavor to have a vacancy list available. Vacancies shall be filled at the discretion of the Board of Selectmen subject to a competitive written examination and job related physical agility test.

## **SECTION 3**

## **VACANCIES IN OFFICER RANKS**

Vacancies in "Officers" ranks may be filled at the discretion of the Board of Selectmen. When officer's positions above the ranks of Firefighter are made in the permanent department, excluding the position of Chief, the rate of pay shall be negotiated through the Union.

## **SECTION 4**

## **TEMPORARY SERVICE OUT OF RANK**

Any permanent Firefighter temporarily assuming the duties of a higher rank, other than the duties of Chief, shall receive the next highest rate of pay.

## **SECTION 5**

## **OFFICER IN CHARGE**

In the absence of the Chief, for not more than a twenty-four hour period, the next ranking on-duty Officer of the permanent department will be in charge and shall receive no additional compensation.

If such absence shall be in excess of twenty-four hours and prior to the appointment of a Deputy Chief, a designated Officer of the permanent department shall be "Acting Chief". If for some reason a Ranking Officer of the permanent department is not available, the senior firefighter may be named "Acting Chief". In the event a ranking Officer is so appointed, the rate of pay shall be an additional Twenty Dollars (\$20.00) per day for normal working hours, commencing on the first day of such absence and time and one half (1 ½) for calls beyond normal working hours.

For prolonged illness or absence, the rate of pay shall be Twenty-Six Dollars and Sixty Cents (\$26.60) per day commencing on the tenth (10<sup>th</sup>) day of such illness or absence and continue for a period not to exceed the date of retirement, resignation or other termination or the Chief's employment, plus ninety (90) days. In the event a Firefighter is so appointed, the base salary during this period shall be that of a Lieutenant position with the additional payments noted above added to this base salary.

## **SECTION 6**

## **AUTHORITY OVER CAREER FIREFIGHTERS**

Career Firefighters shall be responsible to the Chief only or in his absence the ranking career Officer or in his absence the senior career Firefighter, within the performance of their duties recognizing that the final authority rests with the Board of Selectmen.

## **SECTION 7**

## **NO REQUIREMENT OF RESIDENCY**

There shall be no requirement for employment or promotion of any Firefighter that he/she be a resident of the Town of Seekonk. However, the Firefighter's residence must be within a fifteen (15) mile radius of the Town of Seekonk.

## **SECTION 8**

## **ACTING LIEUTENANT**



In the absence of a line officer on duty, the acting officer on the group shall assume the duties of the officer being replaced and shall receive the rate of pay for that position. In the event both the shift officer and acting officer are out, the vacancy will be filled by a firefighter off the eligibility list in order of score and will assume the duties of the officer and shall receive the rate of pay for that position. In the event no one on duty is on the eligibility list the senior firefighter shall act as officer at that rate of pay.

Administrative officer's positions will be filled for extended absences extending beyond three (3) months or earlier at the Fire Chief's discretion.

Upon completion of the term as an acting officer, the officer or firefighter shall return to the rank and position previously held.

## **ARTICLE 7**

### **SECTION 1**

### **PERSONNEL REDUCTION**

In the event that the Town of Seekonk decides to lay-off Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees have been given an opportunity to return to work in the same class and seniority as when laid off following a satisfactory physical examination by the Town Physician.

A physical examination within thirty (30) days of lay-off and prior to being re-hired shall be required.

## **ARTICLE 8**

### **SECTION 1**

### **STEP INCREASES**

The normal advancement for newly appointed Firefighters regardless of the dates of their respective appointments, who are starting the probationary period will be:

|        |           |                                       |
|--------|-----------|---------------------------------------|
| Step A | 6 months  | Third Class Firefighter Probationary  |
| Step B | 12 months | Second Class Firefighter Probationary |
| Step C | 18 months | First Class Firefighter Career        |

Step A for the first 6 months; Step B for the next 12 months, Step C will be granted at the end of one and one half years (1 ½) of service. If, at the conclusion of 18 months an employee has not completed the Massachusetts Firefighting Academy, through no fault of his/her own, said individual will be eligible to be promoted to "First Class Firefighter Probationary". After completion of the Massachusetts Firefighting Academy, said employee will be eligible, with the recommendation of the Fire Chief to the Board of Selectmen, to be promoted to First Class Firefighter Career".

Advancement to Step B and to Step C may be deferred whenever a Firefighter's performance of work is not in accordance with the requirement of the Town.

Newly appointed firefighters who were initially appointed as Second Class Firefighters Probationary in accordance with ARTICLE 4, SECTION 1, paragraph (a) are eligible to advance from Step B to Step C after 6 months of creditable service.

Newly appointed firefighters who were initially appointed as Second Class Firefighter Probationary or as First Class Firefighter Probationary in accordance with ARTICLE 4, SECTION 1 are eligible, with recommendation of the Fire Chief to the Board of Selectmen, to be promoted to First Class Firefighter Career after completing 18 months of creditable service.

## **SECTION 2**

## **SALARIES**

| <b>As of July 1, 2016</b> |               | <b>2% Increase @ 42 hours (52.2 weeks)</b> |                  |                 |
|---------------------------|---------------|--|------------------|-----------------|
| <b>Rank</b>               | <b>Hourly</b> | <b>Weekly</b>                              | <b>Bi-Weekly</b> | <b>Annually</b> |
| Third Class               | 19.85         | 833.70                                     | 1,667.40         | 43,519.14       |
| Second Class              | 22.04         | 925.68                                     | 1,851.36         | 48,320.50       |
| First Class               | 26.34         | 1,106.28                                   | 2,212.56         | 57,747.82       |
| Lieutenant                | 29.43         | 1,236.06                                   | 2,472.12         | 64,522.33       |
| Captain                   | 36.23         | 1,521.66                                   | 3,043.32         | 79,430.65       |

| <b>As of July 1, 2017</b> |               | <b>2.25% Increase @ 42 hours (52.0 weeks)</b> |                  |                 |
|---------------------------|---------------|---|------------------|-----------------|
| <b>Rank</b>               | <b>Hourly</b> | <b>Weekly</b>                                 | <b>Bi-Weekly</b> | <b>Annually</b> |
| Third Class               | 20.30         | 852.60  | 1,705.20         | 44,335.20       |
| Second Class              | 22.54         | 946.68  | 1,893.36         | 49,227.36       |
| First Class               | 26.93         | 1,131.06                                      | 2,262.12         | 58,815.12       |
| Lieutenant                | 30.09         | 1,263.78                                      | 2,527.56         | 65,716.56       |
| Captain                   | 37.05         | 1,556.10                                      | 3,112.20         | 80,917.20       |

| <b>As of July 1, 2018</b> |               | <b>2.25% Increase @ 42 hours (52.0 weeks)</b> |                  |                 |
|---------------------------|---------------|---|------------------|-----------------|
| <b>Rank</b>               | <b>Hourly</b> | <b>Weekly</b>                                 | <b>Bi-Weekly</b> | <b>Annually</b> |
| Third Class               | 20.76         | 871.92  | 1,743.84         | 45,339.84       |
| Second Class              | 23.05         | 968.10  | 1,936.20         | 50,341.20       |
| First Class               | 27.54         | 1,156.68                                      | 2,313.36         | 60,147.36       |
| Lieutenant                | 30.77         | 1,292.34                                      | 2,584.68         | 67,201.68       |
| Captain                   | 37.88         | 1,590.96                                      | 3,181.92         | 82,729.92       |

All Employees to be paid on bi-weekly basis as of January 1, 2011.

## **SECTION 3**

## **PARAMEDIC PRECEPTING AND MENTORING**

Any Firefighter who performs in the position of preceptor or mentor, receiving such a title by the Chief, EMS Coordinator and Medical Director, shall be compensated an additional one dollar (\$1.00) per hour above his/her hourly rate listed in ARTICLE 8, SECTION 2, only while performing such duties required of the position. Additional hourly compensation shall be figured into overtime if the employee works more than the hours listed in ARTICLE 9, SECTION 1 and SECTION 2.

## **ARTICLE 9**

### **SECTION 1**

### **HOURS OF DUTY**

The Hours of Duty shall consist of the following hours:

|                         |                   |
|-------------------------|-------------------|
| Sunday through Saturday |                   |
| Day Shift               | 0800 – 2000 Hours |
| Night Shift             | 2000 – 0800 Hours |

Any permanent changes to the to the work hours shall be established by the Fire Chief and Local 1931, subject to the final approval by the Board of Selectmen. Nothing in this section will affect the Chief's right to staff each shift as he/she sees fit, subject to the provisions of SECTION 9 of this Article.

The Department shall operate with four (4) groups, A, B, C, and D. Each employee shall be assigned to a regular work schedule as a member of one of these groups. The regular work schedule for all employees shall be an average of forty-two (42) hours per week in an eight (8) week cycle. The employees working schedule shall consist of one twenty-four (24) hour shift 0800 – 0800 followed immediately by forty-eight (48) consecutive hours off duty; immediately followed by one twenty-four (24) hour shift 0800 – 0800, immediately followed by ninety-six (96) consecutive hours off duty.

An annual group re-alignment shall be offered once a year between September 1<sup>st</sup> and November 1<sup>st</sup>. Employees shall be able to submit a bid, and be awarded based on availability and seniority, a work slot on another group. Group re-alignments will be posted by December 1<sup>st</sup> and take effect on January 1<sup>st</sup>. Any re-alignment of employees shall occur upon the agreement of the affected employees, and upon the condition that the emergency medical certifications are identical and their years of employment with the department are somewhat comparable. Re-alignments will be granted and become effective at the Fire Chief's discretion.

Hours for administrative positions shall be subject to agreement between the Union and the Fire Chief.

### **SECTION 2**

### **OVERTIME**

Permanent Firefighters who are required to work beyond their regular hours of duty, shall be paid at the rate of time and one half (1 ½) for all hours worked over a normal shift, as defined by ARTICLE 9, SECTION 1. Overtime pay shall be calculated in one half (1/2) hour increments.

### **SECTION 3**

### **CALL BACK**

Permanent Firefighters called back to work by the Chief of the Department will be notified by their tone activated pagers "or text call activation" with radio transmission by the dispatcher and shall be paid at the rate of time and one half (1 ½), with a minimum of two (2) hours. Time in excess of two (2) hours shall be paid at the rate of time and one half (1 ½) in increments of fifteen (15) minutes. Called back Firefighters who fail to report within thirty (30) minutes of notification will be paid from their time of arrival and not from the time of the call.

### **SECTION 4**

### **GENERAL ALARM**

A "General Alarm" will be considered to be when all companies are involved in actual firefighting, extended operations or Mutual Aid is called. If Mutual Aid is called, it is understood between Local 1931

and the Town that the Chief has the authority to use mutual aid for the period of up to one (1) hour before being required to call off-duty permanent firefighters back to work. All requested off-duty permanent firefighters will be notified of the call-back to work by activation of their tone pagers and radio transmission by the dispatcher.

The rate of pay for a "General Alarm" will be at time and one half (1 ½) and shall be calculated in one-quarter (1/4) hour increments with a two hour minimum.

## **SECTION 5**

## **OFF DUTY**

If a permanent Firefighter responds to a call other than a "General alarm", he shall be paid at the hourly rate of time and one half (1 ½) in one (1) hour increments. If a Firefighter is subpoenaed to appear in court on Town business while off duty, he/she shall be paid time and one half (1 ½) for all hours so engaged.

## **SECTION 6**

## **AUTHORIZED TRAINING**

Firefighters and officers shall be compensated for job related training, pre-approved by the Fire Chief, as follows:

Firefighters and officers shall be paid at a rate of time and one half (1 ½) for training occurring other than in normal working hours.

As of January 9, 2018, compensatory time will no longer be a payment option for Authorized Training. Firefighters who have existing balances of compensatory time as of January 9, 2018 will be allowed to carry those balances forward and utilize those hours consistent with the provisions of this section.

If the Chief is unable to allow the employee to utilize compensatory time the employee has the option of converting the proposed compensatory hours to pay or to use the proposed hours at a later date.

Mandatory training as required by the Fire Chief, Medical Director, the Office of Emergency Medical Services of the Commonwealth, or any other agency of the Commonwealth related to a member's certifications or licensures, beyond the first paid fifteen hours of training, shall be paid at a rate of time and one half (1 ½).

The Town agrees to respond to requests for training within ninety-six (96) hours of the Fire Chief's receipt of the request.

## **SECTION 7**

## **TRAVEL ALLOWANCE**

Any permanent firefighter using his/her own car for Fire Department business or while going to and from any authorized training courses approved by the Chief, shall be reimbursed by the Town of Seekonk at prevailing allowable IRS rate for all miles traveled to and from except within the Town boundaries.

## **SECTION 8**

## **RATE FOR FIRE ALARM**

Any permanent Firefighter who works fire alarm beyond his/her regular hours of duty shall be paid at the rate of time and one half (1 ½).

## **SECTION 9**

## **MINIMUM MANNING**

No one Firefighter shall work alone at any station, at any time. There will be a minimum of four (4) permanent firefighters, per shift, on duty, at all times.

## **SECTION 10**

## **PREFERENCE**

Off duty permanent personnel shall have preference if a replacement is needed to fill in for a vacancy of another Firefighter. If there is no off-duty Firefighter available, a Firefighter from the presently working group will be ordered to fill the vacancy. Such replacement shall be paid at time and one half (1 ½).

## **SECTION 11**

## **TRANSFERS**

The parties agree that the Chief may transfer from one group to another for any reason including but not limited to the following, upon two-tours notice;

1. Long-term illness;
2. An employee attending the Massachusetts Firefighting Academy recruit training class;
3. Maternity or paternity leave;
4. Promotions;
5. Retirement or resignation;
6. Military leave;
7. Disability or on the job injury; and/or,
8. Extended sick leave.

The parties agree that transfers, under this agreement, will not be used for filling of vacancies that are for two tours or less.

An individual transferred, under this agreement, shall be permitted to take any pre-approved and pre-scheduled vacation, unless mutually agreed upon by the employee and the Town.

A tour is defined as one twenty-four (24) hour shift 0800 – 0800 followed immediately by forty-eight (48) consecutive hours off duty; immediately followed by one twenty-four (24) hour shift 0800 – 0800, immediately followed by ninety-six (96) consecutive hours off duty.

## **ARTICLE 10**

### **SECTION 1**

### **VACATION**

All members of the Fire Department covered by this agreement shall be granted annual vacations with pay as follows:

|               |              |
|---------------|--------------|
| <b>AFTER:</b> | <b>TOURS</b> |
| 12 Months     | 2            |

|          |   |
|----------|---|
| 5 Years  | 3 |
| 10 Years | 4 |
| 20 Years | 5 |

Tours shall be defined as two twenty-four-hour shifts with an average of 42 work hours. Approved vacation leave shall not exceed two consecutive tours off at any one time.

## **SECTION 2**

## **VACATION PERIODS**

Each Firefighter shall have a vacation during the calendar year based on seniority. A vacation schedule shall be posted by May 1<sup>st</sup> each year and may not be changed or swaps made without the consent of both parties and with the approval of the Chief, or Acting Chief, or in his absence, the Town Administrator. Only one person, per group, will be on vacation at a time.

# **ARTICLE 11**

## **SECTION 1**

## **DEATH LEAVE**

In the event a death occurs in the immediate family of a member of the Fire Department, the Town of Seekonk agrees to pay such member for time lost, not to exceed four (4) shifts in the case of such death for the purpose of attending funeral services and making necessary arrangements therefore.

- The term "immediate family" shall be defined to include;
 

|        |          |
|--------|----------|
| Father | Spouse   |
| Mother | Children |
| Sister | Brother  |
- Three (3) shifts will be allowed in the case of such death of;
 

|               |                |
|---------------|----------------|
| Mother-in-Law | Sister-in-Law  |
| Father-in-Law | Brother-in-Law |
| Grandmother   | Grandfather    |

In the event of death of a relative other than as provided above, such leave of absence, with pay, may be granted at the discretion of the Chief or the Town Administrator.

# **ARTICLE 12**

## **SECTION 1**

## **GRIEVANCE PROCEDURE**

The purpose of the grievance procedure shall be to settle all grievances between the Fire Department and the Union as quickly as possible, so as to ensure efficiency and promote employee's morale. Should any employee or group of employees feel aggrieved as a result of any condition arising out of the employee-employer relationship, including the claim of unjust discrimination on any matter or condition affecting health and safety beyond those normally encountered in all phases of fire fighting, adjustment shall be sought as follows by the employee, with the assistance of the Union;

1. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.
2. The matter giving rise to the grievance shall first be discussed orally with the employee's immediate supervisor within five (5) days (exclusive of Saturday, Sunday, and Holidays) of the occurrence or knowledge thereof. If such discussion does not resolve the grievance it shall proceed as follows;
3. Within ten (10) days (exclusive of Saturday, Sunday and Holidays), from the oral discussion with the employee's immediate supervisor, the grievance shall be presented in writing to the Chief, who shall give his final answer in writing within ten (10) days (exclusive of Saturday, Sunday, and Holidays) of receipt of the written grievance. If this answer does not resolve the grievance, it may be processed to the next step.
4. Within ten (10) days (exclusive of Saturday, Sunday and Holidays), from the final written decision from the Chief, the grievance shall be presented in writing to the Town Administrator, who shall give his final answer in writing within ten (10) days (exclusive of Saturday, Sunday, and Holidays) of receipt of the written grievance. If this answer does not resolve the grievance, it may be processed to the next step.
5. Within five (5) days (exclusive of Saturday, Sunday and Holidays), from receiving a written answer from the Town Administrator or from the failure of the Town Administrator to so report, the grievance shall be processed in writing to the Board of Selectmen which shall give their answer in writing within ten (10) days (exclusive of Saturday, Sunday and Holidays) of the receipt of the grievance. If their answer does not resolve the grievance, the Union may move to the next step.
6. Within five (5) days (exclusive of Saturday, Sunday and Holidays), of the receipt of the answer or the failure to report by the Board of Selectmen, the Union may seek arbitration either through the State Board of Mediation and Arbitration or the American Arbitration Association. The decision of the Arbitrator shall be final and binding in accordance with MGL Chapter 150.
7. Any expenses incidental to arbitration shall be borne equally by both sides.
8. The basis of such grievance shall be that the action grieved was taken without just cause.
9. The time limits specified in the preceding sections may be extended by agreement of both parties.

## **SECTION 2**

## **SAFETY COMMITTEE**

There shall exist a safety committee consisting of two Firefighters from the Union and the Board of Selectmen shall meet with said committee within seventy-two (72) hours of notice of safety grievance. If the grievance is not then resolved, the matter shall be forthwith arbitrated in accordance with SECTION 1, CLAUSE 5.

## **ARTICLE 13**

### **SECTION 1**

### **WORKING RULES**

The Chief of the Fire Department or the Board of Selectmen may adopt rules for the operation of the Department and the conduct of its employees, provided such rules do not conflict with any of the provision of the Agreement. The Union President shall receive a copy of any changes or new rules, regulations, policies and procedures.

### **SECTION 2**

### **DISCIPLINARY PROCEDURE**

It is agreed that the Chief of the Fire Department or the Board of Selectmen has the right to discipline or discharge employees for just cause. However, a hearing will be given before removal of the same is requested in accordance with ARTICLE 4, SECTION 2.

### **SECTION 3**

### **MAINTAINING DISCIPLINARY DOCUMENTS IN FILES**

It is the understanding of the parties to this Agreement that whenever an employee is subject to disciplinary or corrective action, it is a management prerogative to determine if the pertinent document(s) relating to the discipline shall remain in the employee's personnel file as a permanent record of the action. The employee has the right to submit a rebuttal (for inclusion in their personnel file) against any documents contained in their personnel file. The employee has the right to review their personnel file provided that they have provided the Chief or his designee with at least 24 hours notice and he is able to be present while the file is being reviewed by the employee. The provisions of this paragraph shall not in any way diminish the rights of the employee or the employer as otherwise established by this contract or prevailing law.

## **ARTICLE 14**

### **SECTION 1**

### **ABSENTEEISM**

Employees not expecting to work because of sickness, personal reasons or other causes must notify their respective superior officer one (1) hour before scheduled time. This provision shall not be interpreted as condoning repeated absence from work on the part of the employee.

### **SECTION 2**

### **SICK LEAVE**

Each Firefighter shall be entitled to twelve (12) hours of sick leave per month retroactive to the date of their employment with the Department. A total of one-hundred (100) shifts may be accumulated. Shifts are defined in this Article as being 12-hour work periods. Sick leave use shall be charged in 12-hour increments.

A Firefighter may utilize sick time for a portion of his/her twenty-four (24) hour shift. A Firefighter can take half of their twenty-four (24) hour shift off and work the remaining twelve (12) hours of his/her shift.



Upon retirement or resignation, a Firefighter shall receive compensation at their current daily rate of pay for twenty percent (20%) of all accumulated unused sick leave based upon a maximum of one-hundred (100) shifts. Such compensation shall be paid to the spouse or the estate of any permanent Firefighter employed by the Town in the event of their death.

After three (3) days of consecutive shifts of sick leave absence, the Firefighter shall provide the Chief with a report from his/hers physician as to the reason for their absence. The Chief may also request periodic reports from physicians of permanent Firefighters who are on sick leave for an extended period beyond three (3) shifts.

A Firefighter who utilizes sick leave shall be ineligible for overtime duty, following a sick leave absence, for a duration equal to the number of hours of sick leave used.

“Sickness” shall mean any physical or mental illness or injury, which prevents a Firefighter from performing his normal daily duties.

Each employee may use up to three (3) sick leave shifts per year, for the purpose of attending to illness or emergencies involving the employee’s immediate family.

### **SECTION 3**

### **SICK LEAVE UTILIZATION REVIEW**

All Firefighters are subject to the following Sick Leave Utilization Review procedure:

Effective July 1, 2002, at the end of each quarter year (defined as July through September, October through December, January through March, and April through June), the Chief, or his designee, shall evaluate sick leave utilization in the Department.

The purpose of the evaluation will be to determine if the average sick leave use has exceeded the average of one day per Firefighter for the quarter. For example, in evaluating a quarter year, if there are twenty personnel in the Department, the amount of sick leave utilized for the entire compliment of personnel cannot exceed twenty days.

If the sick leave utilization exceeds the average of one day per Firefighter in the quarter, the Fire Chief shall then have the authority, throughout the duration of the next proceeding quarter, to re-assign an off-duty Firefighter to fill a vacant shift. This re-assignment will only occur if a shift compliment falls below the required four-man minimum. The re-assigned Firefighter will be paid at their regular (non-overtime) rate of pay. However, the effected Firefighter shall then be given the next regularly scheduled, comparable work shift off from duty.

Exceptions to the average sick leave use computation are the following:

- Firefighters placed on Injured on Duty Status,
- Firefighters who have been placed on long-term illness status
- Firefighters who utilize Family Illness Leave as defined in SECTION 2 of this ARTICLE,
- Firefighters who have provided a physician’s report to the Chief, or his designee, following three (3) days or more of consecutive shifts of sick leave absence.

If the average Sick Leave Utilization stays at or below the average of one day per Firefighter for the quarter, the Fire Chief shall, for the next proceeding quarter, maintain the minimum staffing requirements for a shift by filling any vacancy, below the minimum, with an overtime shift.

#### **SECTION 4**

#### **MATERNITY LEAVE**

The employee shall have the right to use her accrued sick leave for temporary disability due to pregnancy based on the following;

The employee must present a statement from her doctor at the end of the third month to when she should cease working in order to protect her health. On the date her doctor recommends she should cease working, the employee will be placed on maternity leave. The Town retains the right to a second physician's opinion, the cost of which shall be paid by the Town.

The employee may use all her accrued vacation and sick leave with pay during her maternity leave.

Following the expiration of her accrued vacation and sick leave, she will be placed in a maternity leave status without pay until she returns to work. After the delivery, the employee at her discretion may remain on maternity leave for maximum of three (3) months.

The employee may request an additional leave of absence without pay for up to one (1) year. This request will be considered on a per-case basis by the Board of Selectmen.

#### **SECTION 5**

#### **SICK LEAVE INCENTIVE**

Any member of the bargaining unit who works six (6) months without utilizing sick leave time shall be credited with one (1) incentive day (12 hours). Use of such incentive time shall be on an hourly basis. Two (2) sick incentive days may be earned in one year. One sick incentive day may be earned July 1 to December 31, and one sick incentive day may be earned January 1 to June 30.

If the Chief is unable to allow the employee to utilize sick leave incentive time the employee has the option of converting the proposed sick leave incentive hours to pay or to use the proposed hours at a later date.

### **ARTICLE 15**

#### **SECTION 1**

#### **HOLIDAY WORK**

Any Firefighter (and Officer) working on any of the following eleven (11) Holidays for which he/she is not scheduled to work, shall receive pay in the amount of time and one-half (1.5) their regular rate of pay for all hours actually worked on that holiday.

- NEW YEAR'S DAY
- MARTIN LUTHER KING DAY
- PRESIDENT'S DAY
- PATRIOT'S DAY
- MEMORIAL DAY
- JULY 4TH
- LABOR DAY

- COLUMBUS DAY
- VETERANS DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

In addition to the above list of Holidays, each Firefighter shall receive three (3) paid shifts off of each Firefighters choosing (otherwise known as a “Days of Choice”), provided the Chief is notified twenty-four (24) hours in advance and provided that the Chief is not required to fill the vacancy at overtime.

## **SECTION 2**

## **HOLIDAY PAY**

Effective 6/30/04, each Firefighter shall receive Holiday Pay for each of the 11 eleven Holidays and three “Days of Choice” identified in SECTION 1. Holiday Pay shall be calculated at 12 hours times the Firefighters Regular Hourly rate and shall be paid to the Firefighter in the first payroll period following the week in which the Holiday or Day of Choice was utilized. An employee who is on sick leave on the day that a Holiday or Day of Choice occurs is not eligible to receive Holiday Pay.

# **ARTICLE 16**

## **SECTION 1**

## **DRESS UNIFORM**

Each member covered by this agreement shall receive one (1) full dress uniform, including the purchase of a trench/overcoat. A member will be entitled to this article upon completion of the Massachusetts Firefighting Recruit Training Class.

Replacement of each item under this article shall be the responsibility of each individual Firefighter. It shall be each Firefighter’s responsibility to maintain the quality and style of the uniforms purchased. There will be an annual inspection of each member’s dress uniform.

The dress uniform will consist of the following:

1. Item #13754, Elbeco Dress Blouse – double breasted, poly/wool blend; four-button silver, American flag on right shoulder, Department patch on the left shoulder.
2. Item #E1360, Elbeco Dress Pants – poly/wool blend.
3. Item #35W5400, Flying Cross long-sleeved shirt – poly/cotton blend.
4. Item #85R5400, Flying Cross White, short-sleeved shirt – poly/cotton blend.
5. Item #90019, Sam Broome Black Tie
6. Round Top Hat – blue for Firefighters, white for Officers.
7. White Gloves.
8. Overcoat. (Style/Type to be determined and agreed upon by the Fire Chief and Local 1931)

Both parties agree that the purchase/replacement of listed item #8 will be completed in an incremental process with a minimum of 10 coats annually to be purchased, starting July 1, 2013. The stepped purchasing

will be done until all members have received such item. The distribution of these items will be completed by the department-established seniority list, with the most senior members receiving theirs first.

## **SECTION 2**

## **CLOTHING ALLOWANCE**

All members of the Fire Department covered by this Agreement shall be granted by the Town of Seekonk an annual clothing allowance in the amount of seven hundred and fifty dollars (\$750.00) annually.

If a member elects to he/she may receive reimbursement for uniforms purchased by submitting receipts before May 31<sup>st</sup>. Any balance left after the reimbursement shall be paid to the member the first full week of June.

The work uniform shall comply with NPFA 1975.

The Town will allow employees to wear a parka that is approved by the Fire Chief, but the cost of said parka will be paid by the employee out of his/her clothing allowance.

## **SECTION 3**

## **CLEANING ALLOWANCE**

Each member of the Fire Department covered by this Agreement shall receive a yearly cleaning allowance of One Hundred Fifty Dollars (\$150.00) for uniform maintenance payable in the first full week of October.

The Town agrees to clean all clothing and equipment which is contaminated during the time of an actual incident or training (fire or rescue).

## **SECTION 4**

## **EYEGLASS REIMBURSEMENT**

The Town will reimburse a Firefighter up to One Hundred Twenty Five Dollars (\$125.00) for eyeglasses broken during the time of an actual incident or training (fire or rescue) or contact lenses in the amount of Seventy Five Dollars (\$75.00) upon timely submittal of a written report and the optometrist's bill.

# **ARTICLE 17**

## **SECTION 1**

## **PROTECTIVE GEAR**

The Town of Seekonk agrees to supply the members of the Fire Department, covered by this Agreement with the following protective gear:

Upon hire, a complete set of NFPA 1971 compliant at time of manufacturer personal protective equipment consisting of:

- "Traditional Style" Helmet with eye protection
- Jacket
- Gloves
- Pants with suspenders and/or belt as necessary
- Rubber boots
- Hood

- SCBA face piece
- Wool Mittens
- Portable radio with remote microphone

Upon graduation of the Massachusetts Firefighting Academy Recruit Program a new set of NFPA 1971 compliant to latest edition personal protective equipment shall be issued. This set shall consist of:

- “Traditional Style” Helmet with eye protection if available
- Jacket
- Gloves
- Pants with suspenders and/or belt as necessary
- Leather boots
- Hood

A member may keep a second set of protective equipment following the issuing of a new set as a spare provided it is serviceable and it not needed to fulfill a need elsewhere.

\*Any member may wear a helmet purchased at his own expense, as long as that helmet meets or exceeds the safety standards of the helmet supplied by the Town of Seekonk, per manufacturer’s specifications.

The color for such helmet will be;

- Yellow or black for Firefighters. Only black helmets shall be issued effective July 1, 2009.
- Red for Officers.

Any helmet that has to be painted to meet the color requirements shall have a letter, forwarded to the Chief by the Manufacturer that the painting of such helmet will not reduce the safety standards of the helmet.

## ARTICLE 18

### SECTION 1

### NON-CIVIC DETAILS

To be set up according to the following Town of Seekonk policy;

1. The Town of Seekonk pays the Firefighters.
2. The Fire Department sends the invoice to the Town of Seekonk’s Collectors office.
3. The Collectors office generates a bill to the organization involved and collects the money.
4. All non-civic details shall be given first priority to the permanent Firefighters.
5. The hourly “Detail” rate shall be Forty Dollars (\$40.00) per hour with a minimum of four (4) hours for all non-civic details.

There shall be an EMT(medical) detail consisting of a minimum of two (2) hours. The rate of compensation for this detail shall be the same as the non-civic detail rate noted above.

If a non-civic detail falls on a holiday as noted in ARTICLE 15, SECTION 1 the rate shall be at time and one half (1 ½), i.e. sixty dollars (\$60.00) per hour.

Any Firefighter scheduled to work either an EMT(medical) or non-civic detail shall be paid their respective minimum detail rate in the event said detail is canceled less than one (1) hour prior to its scheduled start. The number of employees assigned to a detail will be at the discretion of the Chief.

## **ARTICLE 19**

### **SECTION 1**

### **DUTIES**

The principal duties of the members of the Seekonk Fire Department shall consist of the protection of life and property and the prevention, control and extinguishing of fires. No permanent Firefighter shall be detailed to another Town Department or duty. In the event of an emergency, such as a hurricane, members of the Department shall assist as required under the direction of the Chief, Acting Chief, or ranking Officer of the full time Fire Department.

In the absence of an emergency declared by the Board of Selectmen, no permanent member of the Fire Department shall work overtime, extra duty and regular duty in excess of seventy (70) hours in any seven (7) consecutive days.

In the event the Selectmen cannot be contacted and the existing conditions, (in the opinion of the Chief), call for a declaration of an emergency, he/she shall have the authority to declare such emergency exists. In this event the foregoing limitations will NOT apply.

### **SECTION 2**

### **OTHER WORK**

Members of the Fire Department will be called on for painting and for those repairs for which proper equipment is available and for which, any member of the Department possesses the necessary skills and the necessary Government authorizations. They shall not be called upon for the above enumerated serviced for any other Town Department during normal working hours.

### **SECTION 3**

### **PHYSICAL FITNESS**

Each permanent member of the Fire Department shall, on each day that the Firefighter is on duty, engage in at least one hour of vigorous exercise, to ensure that the Firefighter will be in condition to meet the extensive physical demands required in firefighting.

Prior to undertaking this program, each permanent Firefighter shall, at the expense of the Town of Seekonk, have a physical examination to determine how rapidly he should build up to the full hour program. The program will be initiated by the Fire Chief after consultation with physical education instructors and approval of the Board of Selectmen. It shall, to the maximum possible extent, consist of training exercise applicable to the skills in firefighting. If because of weather, or other conditions, it is not practical to perform training exercise, calisthenics or other indoor exercise may be substituted.

### **SECTION 4**

### **FITNESS FOR DUTY**

The Town and Union agree to negotiate language relative to fitness for duty.

## **ARTICLE 20**

### **SECTION 1**

### **PROFESSIONAL DEVELOPMENT**

Any Firefighter attending job related courses at an accredited school or college, in the fields of Fire Science Technology, Fire Prevention Engineering, Fire Investigation Specialist, Fire Prevention Specialist, Public Administration, or an associate field of study, shall be eligible for reimbursed tuition, fees, and books.

The Town will reimburse the Firefighter 50% of the cost of tuition, fees, and books, upon evidence of successful completion of the course with a grade of "C" (70%) or better. Reimbursement shall not exceed \$1,200.00 per fiscal year per Firefighter. In no case shall the Town's total liability hereunder exceed \$4,500.00 in any fiscal year. This section is subject to the Town funding professional development for the Fire Department, and shall not take effect prior to Fiscal Year 2007.

The following education stipends shall be payable after the first full week of July and shall be included in calculations for Bristol County Retirement. Firefighters are eligible to receive an education stipend for only one (1) degree.

|                      |                       |            |
|----------------------|-----------------------|------------|
|                      | (minimum 30 credits)  | \$500.00   |
| Associates Degree    | (minimum 60 credits)  | \$1,000.00 |
| Baccalaureate Degree | (minimum 120 credits) | \$2,000.00 |

## **ARTICLE 21**

### **SECTION 1**

### **PERSONAL BUSINESS**

Paid time off may be granted for personal business at the discretion of the Chief or, his/her designee, or the ranking officer on the shift provided that he/she notifies the Chief of such action immediately following such decision.

## **ARTICLE 22**

### **SECTION 1**

### **ANNUAL-EMT PAY STIPENDS**

#### **EMT STIPENDS**

EMT stipends to be paid as follows:

EMT Levels-----7/1/2016 effective date

EMT-BASIC       \$1,805.00

EMT ADVANCED \$3260.00

EMT PARAMEDIC \$ 6,000.00

All of the Above annual stipends shall be broken down and paid in equal weekly increments and shall be included in the calculations for Bristol County Retirement.

An employee who ceases employment with the Department shall only be entitled to stipend dollars paid through the final payroll date of their employment.

Each firefighter assigned to a rescue vehicle shall minimally hold a valid EMT Basic certification, except when the rescue assignments exceed two firefighters, and provided that a minimum of two of the assigned firefighters are so certified. Additionally, each firefighter shall either maintain or exceed the level of EMS certification that they possess at the time of their hire or they shall be subject to dismissal from the Department.

The Chief of the Department shall schedule permanent EMT'S as equally as possible subject to his discretion and the operating needs of the Department. The Chief also reserves the right to determine the number of licensed Paramedics needed to operate the Department.

The Town shall pay the cost of all certification training classes and required testing fees, whenever the fees become payable to the testing or training agency. Any fees paid on behalf of a Firefighter must be reimbursed to the Town if the firefighter fails to complete the required certification course work or fails to receive the necessary certification within the required time limits. The Town shall waive such reimbursements if failure to complete a certification test or training class is the result of unforeseen circumstances beyond the control of the Firefighter.

## **SECTION 2**

## **EMERGENCY MEDICAL SERVICES**

The Seekonk Fire Department and its employees will be the primary provider of Emergency Medical services, paramedic level, for the Town of Seekonk and its residents.

# **ARTICLE 23**

## **SECTION 1**

## **UNION BUSINESS**

Time off for Union business shall be granted to the President of Local # 1931 or in his absence, one of the other Officers of the Local with the approval of the Chief.

# **ARTICLE 24**

## **SECTION 1**

## **INDEMNIFICATION OF FIREFIGHTERS**

In the event of the physical or mental incapacity of a permanent Firefighter, the Town of Seekonk shall be responsible for all reasonable hospital, medical, surgical, nursing, pharmaceutical and expenses incurred as the direct and proximate result of an accident occurring while acting in the performance of the Firefighters duties, and without serious and willful misconduct on the Firefighters part. In accordance with the Town of Seekonk Medical Insurance Policy for Municipal Employees, the members of the permanent Fire Department shall be so enrolled and covered for the benefits of said plan.

## **SECTION 2**

## **RESCUE USE**

Each Firefighter of this local, and their immediate family needing the service of the rescue on an emergency or transportation basis shall not be charged the ambulance service fee. Immediate family shall be defined as spouse, son or daughter under twenty-one (21) years of age living in the same household and parents living in the Town.



## **ARTICLE 25**

### **SECTION 1**

### **LEAVE WITHOUT LOSS OF PAY**

Whenever a Firefighter is incapacitated for duty, and it is determined that he is eligible for disability retirement, the Town of Seekonk shall continue to pay such firefighter his weekly salary at the rate he would receive from the retirement board, until such time that the Bristol County Retirement Board takes over payments. At this time all retroactive pay received from the retirement board shall be reimbursed to the Town of Seekonk.

## **ARTICLE 26**

### **SECTION 1**

### **FUNERAL AND BURIAL EXPENSES**

The Town of Seekonk shall pay the reasonable funeral and burial expenses of a Firefighter, not exceeding Eight Thousand Dollars (\$8,000.00) who, while in the performance of his duties, is killed or sustains injuries which proximately result in his death and within two (2) years of the date of injury.

## **ARTICLE 27**

### **SECTION 1**

### **HEALTH INSURANCE**

The Town of Seekonk and IAFF, Local 1931 hereby agree that the Town of Seekonk will offer the following health insurance plans as members of the Southeastern Massachusetts Health Group.

Blue Care Elect  
HMO Blue  
HMO Blue Value Plus

The Town will contribute 75% of the monthly premium for the above listed plans. The Town will have an open enrollment of two weeks within 30 days of execution of the agreement for the above listed plans offered by SMHG.

The Town will offer the employees of Local 1931 the Altus Dental Plan of which the Town will contribute 50% of the monthly premium for said plan.

### **SECTION 2**

### **STIPEND FOR NON-ENROLLEES**

Any employee who so chooses not to receive Health Insurance coverage listed in ARTICLE 27, SECTION 1 through the Town of Seekonk shall be compensated a net amount of \$2,500.00 per year. The amount will be paid in one lump sum, June 30, annually.

## **ARTICLE 28**

### **SECTION 1**

### **COMMUNICABLE INFECTIOUS DISEASE CLAUSE**

In the event that a Firefighter becomes disabled by being infected with a communicable disease or biological agent while on duty, the Town will treat the incident as an on-duty injury provided however that it will be the responsibility of the Firefighter to prove, through proper documentation, that the disease was contracted while working for the Town. This documentation shall include:

1. Incident Report
2. Exposure Sheet
3. Hospital Report

The Town of Seekonk shall make available to each Firefighter the proper vaccination against Hepatitis B, Hepatitis A, Tetanus, Influenza. The Town of Seekonk shall pay one hundred percent (100%) of the cost of such vaccination. A Tuberculosis screening will be provided every two years. These inoculations will be made available within thirty (30) days of initial employment.

Six (6) months after the final shot, the Town of Seekonk will make available to each Firefighter a blood test to ensure the vaccination is adequate (positive). If a booster shot is needed, the Town will also make this available to appropriate personnel. The costs of the blood test and booster shot shall also be paid by the Town of Seekonk.

## **ARTICLE 29**

### **SECTION 1**

### **ACADEMY**

All new officers will attend the Officer I class at the Massachusetts Firefighting Academy as soon as possible following appointment as long as it does not create any overtime.

Travel time to and from the Massachusetts Firefighting Recruit Training Academy is compensable at the Firefighter regular hourly rate (straight time).

## **ARTICLE 30**

### **SECTION 1**

### **HAZARDOUS MATERIAL CERTIFICATION**

Any Firefighter authorized by the Fire Chief to attend and successfully complete the Massachusetts Firefighting Academy Hazardous Materials Training School shall receive an additional annual incentive of Five Hundred Dollars (\$500.00) and paid in two equal payments, first payment to be paid the first full week of July and the second payment to be paid the first full week of January.

### **SECTION 2**

### **MECHANIC PAY DIFFERENTIAL**

Any Firefighter who accepts appointment by the Chief to serve as Mechanic for the purpose of maintaining Fire Department apparatus shall receive an annual stipend totaling Five Hundred Dollars (\$500.00) to be disbursed on a weekly basis. Overall operation of the Mechanic shall be under the supervision of the Chief

of the Department. Any hours worked for required duties beyond the Firefighters normal working hours will be compensated at time and one half (1 ½), calculated in quarter (1/4) hour increments with a minimum of two (2) hours.

### **SECTION 3**

### **EMS COORDINATOR PAY DIFFERENTIAL**

Any Firefighter who accepts appointment by the Chief to serve as EMS Coordinator for the purpose of maintaining supplies and records in relation to the Emergency Rescue Service shall receive an annual stipend totaling Five Hundred Dollars (\$500.00) to be disbursed on a weekly basis. Overall operation of the EMS Coordinator shall be under the supervision of the Chief of the Department. Any hours worked for required duties beyond the Firefighters normal working hours will be compensated at time and one half (1 ½), calculated in quarter (1/4) hour increments with a minimum of two (2) hours.

### **SECTION 4**

### **FIRE INVESTIGATOR PAY DIFFERENTIAL**

Any Firefighter who accepts appointment by the Chief to serve as Fire Investigator for the purpose of investigating cause and origin of fires shall receive an annual stipend totaling Five Hundred Dollars (\$500.00) to be disbursed on a weekly basis. Three (3) members of the Fire Department shall be so appointed. Overall operations of the Fire Investigators shall be under the supervision of the Chief of the Department. Any hours worked for required duties beyond the Firefighters normal working hours will be compensated at time and one half (1 ½), calculated in quarter (1/4) hour increments with a minimum of two (2) hours.

### **SECTION 5**

### **FIRE SAFETY EDUCATOR**

Any Firefighter who accepts appointment by the Chief to serve as a Fire Safety Educator for the purpose of educating the community and the children shall receive a stipend. This employee will be responsible for planning, developing and the implementation of fire safety programs within the schools and community. The employee in this position shall receive a Five Hundred Dollar (\$500.00) yearly stipend, to be disbursed on a weekly basis.

### **SECTION 6**

### **COMPUTER COORDINATOR**

Any Firefighter who accepts appointment by the Chief to serve as Computer Coordinator for the purpose of maintaining Fire Department computer programs shall receive an annual stipend totaling Five Hundred Dollars (\$500.00) to be disbursed on a weekly basis. Overall operation of the Coordinator shall be under the supervision of the Chief of the Department. Any hours worked for required duties beyond the Firefighters normal working hours will be compensated at time and one half (1 ½), calculated in quarter (1/4) hour increments with a minimum of two (2) hours.

### **SECTION 7**

### **FIRE INSPECTOR I OR II PAY STIPEND**

Up to four Firefighters who successfully complete the Massachusetts Firefighting Academy's Fire Inspector program and hold the certification of Fire Inspector I or II shall receive an annual stipend of Five Hundred Dollars (\$500.00) to be paid after the first full week of July, and such stipend shall be included in the calculations for Bristol County Retirement.

The Fire Chief may, at his discretion and subject to funding, increase the number of Firefighters receiving the Fire Inspector I or II stipend.

## ARTICLE 31

### SECTION 1

### MODIFIED DUTY

An injured employee, or an employee who is partially disabled in any circumstance where he/she is not confined to their home and where he/she is determined to be capable of performing modified duty assignments, may be required to work modified duty provided the following holds true:

- 1) Capability to perform modified duty shall be determined by the employee's physician and Town of Seekonk's physician. If they fail to agree, a third physician mutually agreeable between the parties shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid for by the Town of Seekonk.
  - a) In the event that the employee's private physician and the Town's physician cannot agree on a third physician to examine said employee, the employee shall be required to be examined at an accredited Occupational Health Facility, paid by the Town of Seekonk. The results of the examination shall be conclusive on the parties.
- 2) Modified duty assignments will be defined as clerical work such as; filing, assist in the issuing of permits, school programs.
- 3) Prior to reporting to modified duty, the employee must be informed of the type of work he/she must do and the shift to which assigned. This must be done before the examination of the impartial physician referred to in subparagraph (1) above. This will aid the doctors in determining if modified duty is possible.
- 4) The employee must be granted time off for doctor's visits and therapy.
- 5) Modified duty assignments shall in no way further impair or add to the employee's injury.
- 6) The policy shall apply only where the incapacity is expected to be temporary and irrespective of whether the injury is sustained on or off the job. The modified duty assignment policy shall apply only to injuries for which the incapacity for full duty is expected to exceed one (1) month. In addition, modified duty assignments shall not themselves begin within the one-month period except by mutual agreement of the employee's doctor, the Chief of the Department and the employee.
- 7) If an employee sustains an injury which results in modified duty for a period of more than six (6) months, the Town Administrator/Board of Selectmen shall review the circumstances and consult with the employee's assigned physicians to determine if the policy of modified duty shall remain in effect, or if other terms shall be applicable.
- 8) The modified duty policy will not be administered in a discriminatory or retaliatory fashion.
- 9) It is not the intent of this section to any way circumvent the terms of the Massachusetts General Laws.

## **ARTICLE 32**

### **SECTION 1**

### **FAMILY MEDICAL LEAVE ACT**

The Town agrees to follow the provisions of the Federal Family Medical Leave Act.

### **SECTION 2**

### **MEDICAL FILES**

Medical files shall be secured at the Fire Chief's office and will not be kept with personnel files and shall contain the following information:

- A. Physical fitness condition testing done by the employer
- B. On duty job related injuries
- C. Information on annual physical if provided by the employer.
- D. On duty exposures to contagious disease and hazardous elements.
- E. Records of vaccinations provided by the employer.
- F. Participation in member assistance programs or critical incident stress debriefing.

Medical files will only be available to the Fire Chief, Town Administrator, the Employee, the Bristol County Retirement System, or the Medical Director. In no case may such files be available to any other employee in the bargaining unit. In no case may any information or documentation contained in the medical files be kept in any other file.

## **ARTICLE 33**

### **SECTION 1**

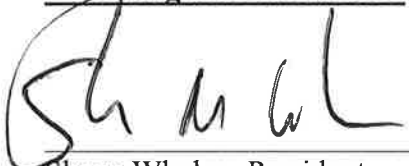
### **DURATION OF CONTRACT**

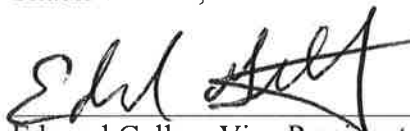
This Agreement shall be for a term of three (3) years commencing on the first day of July, 1 2016 and ending on June 30, 2019. In the event that the parties hereto have not executed a new contract prior to the expiration of the Agreement, then this contract shall remain in full force and effect after June 30, 2019, until a new contract is agreed upon and executed.

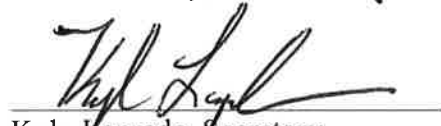
## SIGNATURE PAGE

IN WITNESS THEREOF, THE TOWN OF SEEKONK, BY ITS DULY AUTHORIZED BOARD OF SELECTMEN AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS BY ITS DULY AUTHORIZED OFFICERS, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_, TO BE EFFECTIVE AND RETROACTIVE TO THE FIRST DAY OF JULY, 2016.

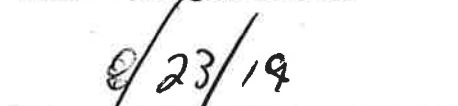
**International Association  
Of Firefighters Local 1931**

  
Shaun Whalen, President

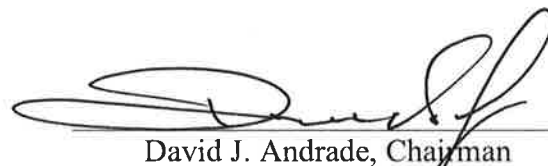
  
Edward Galley, Vice President

  
Kyle Laprade, Secretary

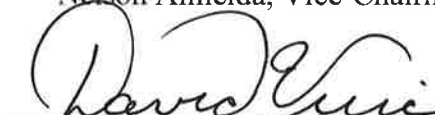
  
William George, Treasurer

  
Date

**Town of Seekonk,  
Board of Selectmen**

  
David J. Andrade, Chairman

  
Nelson Almeida, Vice-Chairman

  
David F. Viera, Clerk

\_\_\_\_\_  
Christopher Zorra

\_\_\_\_\_  
Justin Sullivan

ATTACHMENT A  
FIRE ACADEMY  
AND  
TRAINING REIMBURSEMENT AGREEMENT  
BETWEEN  
TOWN OF SEEKONK  
AND  
(Insert Firefighter Name)

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Seekonk, acting by and through its Board of Selectmen ("Town") and \_\_\_\_\_ ("Firefighter Candidate").

1. The Firefighter candidate understands that the Town is committing resources to send the Firefighter Candidate to the Massachusetts State Fire Academy ("Fire Academy") and/or to provide the Firefighter Candidate with various other training at the Town's expense as a result of the Town's hiring of said Firefighter Candidate as a Firefighter/EMT-P. In consideration of the Firefighter Candidate's attendance at the Fire Academy and/or receipt of other training from the Town, the Firefighter Candidate agrees to remain in the Town's employ as a Firefighter /EMT-P for a minimum of five (5) years.
2. In the event the Firefighter Candidate voluntarily resigns his/her position as a Firefighter/EMT-P prior to the expiration of said five (5) year period, the Firefighter Candidate will issue payment to the Town in the amount of \$5,000.00 as reimbursement for the Fire Academy and/or other training costs incurred by the Town with respect to the Firefighter Candidate. Said payment shall be due and payable to the Town within thirty (30) days from the date of the Firefighter Candidate's separation of employment.
3. This agreement is being entered into by the parties pursuant to the terms of the most recent collective bargaining agreement between the Town and the Seekonk Firefighters Union.
4. The Firefighter Candidate acknowledges that, by this Agreement, he/she has been advised, in writing, that he/she may consult legal counsel prior to signing the Agreement and that to the extent he/she has wanted to consult with legal counsel, he/she has done so.
5. The Firefighter Candidate acknowledges that he/she has thoroughly read this Agreement, that he/she understands it and that he/she is entering into it of his/her own free will.
6. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

For the Town of Seekonk,  
By its Board of Selectmen,

For: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

