

Agreement Between the

TOWN OF CONCORD

and

The CONCORD FIREFIGHTERS ASSOCIATION

Local 1942,

International Association of Firefighters, AFL-CIO-CLC

Effective:

July 1, 2022 through June 30, 2025

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Agreement Between the

TOWN OF CONCORD

and the

CONCORD FIREFIGHTERS ASSOCIATION
Local 1942, I.A.F.F., A.F.L.-C.I.O.-C.L.C.

PREAMBLE

Whereas the Concord Firefighters Association, Local 1942, I.A.F.F., A.F.L.-C.I.O.-C.L.C., hereinafter called the Union, was certified on September 9, 1970, by the Labor Relations Commission of the Commonwealth of Massachusetts as the exclusive representative of certain employees of the Town of Concord, hereinafter called the Town, and

Whereas the parties hereto desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them,

Now, therefore, in consideration of their mutual promises and agreements herein contained the parties mutually agree as follows:

ARTICLE 1. GENERAL PROVISIONS

1.1 Recognition

1.1.1 The Town hereby recognizes the Union as the sole and exclusive representative of all permanent full-time Uniformed Fire Captains, Fire Lieutenants and Fire Fighters, excluding the Chief of the Fire Department, hereinafter called the Chief, and the Assistant Fire Chief of the Fire Department, and excluding all other Town employees, for the purposes of collective bargaining in respect to rates of pay, hours of employment and standards of productivity and performance. The term "employee" or "employees", as used hereinafter, refers to persons for whom the Union is the recognized exclusive representative.

1.1.2 It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given adequate opportunity to discuss and make recommendations regarding changes in working conditions, before they are put into effect.

1.2 Union Rights & Security

1.2.1 Union Dues

The Town agrees to deduct one initiation fee for each employee who so authorizes the Town in writing, and to deduct regular dues for each employee who so authorized the Town in writing, as established from time to time by the union, on a biweekly basis (maximum two times each month) from the pay of each employee who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

The authorization in writing for the Employer to deduct the initiation fee and Union dues from each biweekly paycheck of employee is in the form attached as Appendix A-1 and made a part hereof, provided if the amount of notice for revocation of dues is modified by law, Appendix A-1 shall be modified by substituting the amount of notice authorized by law, or upon any other comparable form authorized by law. The parties deem such a form to be an appropriate form. The Union agrees to hold the Town harmless from any and all claims arising from the payment and use of such dues, provided the Town has complied with the requirements of this section. The Union shall indemnify the Town for any actions regarding the payment of Union dues and initiation fee. If the assistance of an attorney is necessary in defending the Town for such actions, the Union shall have the right to make the final determination of the attorney who is selected. It is understood that it is the responsibility of the Union to provide the authorization forms and to have them executed by the employees.

1.2.2 Voluntary Agency Service Fees

The Town agrees to deduct voluntary agency service fees for each employee who voluntarily agrees to pay agency service fees, and who authorizes the Town, in writing, on a biweekly basis (maximum two times each month) from the pay of each employee, and who executes or has executed an appropriate form of authorization, and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said voluntary agency service fee deducted.

The authorization in writing for the Town to deduct from each bi-weekly paycheck of employee is in the form attached as Appendix A-2 and made a part hereof, and is deemed by the parties to be an appropriate form.

The Union agrees to hold the Town harmless from any and all claims arising from the payment and use of such voluntary agency service fees. The Union shall indemnify the Town for any actions regarding the payment of voluntary agency service fees. It is understood that it is the responsibility of the Union to provide the authorization forms and to have them executed by the employees.

1.2.3 Bulletin Boards

The Town will provide space for, and a Bulletin Board of reasonable size in each station to be used for Union notices concerning Union business and activities.

1.2.4 Negotiation Team

The Union Negotiation Team, which may consist of a number of members up to and not to exceed the number of members on the Town Negotiation Team, shall be allowed to conduct Union business concerning contract negotiations with the Town Administration, without loss of pay or benefits provided each member furnishes their own substitute at no cost to the Town.

1.2.5 Union Security

- A. The Town agrees not to enter into any individual or collective agreement with any employee of the Concord Fire Department under Article 1, for purposes dealing with the normal duties of the Department as described in Article 2, without the consent of the Union.
- B. Only employees covered by the Contract shall be permitted to do the work normally done by employees. In the event an employee is absent, and management instructs the filling of the resulting shift vacancy, the Union agrees to fill such a vacancy with another employee covered by the Contract. This provision shall not apply in the event of a box alarm where personnel in addition to the employees covered by the contract are needed, nor is it intended to preclude Call Firefighters from engaging in routine training procedures, nor does this provision apply to department management staff conducting fire prevention activities.
- C. The Rules, Regulations, Policies and Organizational Chart of the Fire Department, as amended from time to time, shall be equally applied

throughout the Department and copies distributed to the Union President and all employees. Any amendments shall be posted in each Fire Station and distributed to all employees. This in no way restricts the right of management to issue verbal orders, or to amend said policies, rules, regulations and organizational chart at its sole discretion.

1.2.6 Union Leave

Sixty (60) hours of paid leave shall be provided for use by the Union leadership or their designee(s) for the purpose of attending union functions and/or conventions without loss of pay.

1.3 Management Rights

Unless an express, specific provision of this Agreement provides otherwise, the Employer, acting through the department head or other appropriate officials as may be authorized to act on its behalf, retains all rights and prerogatives it had prior to the signing of the Agreement either by law, custom, practice, usage or precedent to manage and control the Department.

Nothing in this Agreement shall limit the Employer in the exercise of its function of management and in the direction and supervision of the Employer's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch break periods; hire, suspend, demote, discipline, discharge, transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how, and by whom work will be done; determine standards of proficiency in required skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

By way of example but not limitation, management retains the following rights:

1. to determine the mission, budget and policy of the Department
2. to determine the organization of the Department, the number of employees

3. to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility
4. to determine the methods, means and personnel by which the Department's operations are to be carried out
5. to manage and direct employees of the Department
6. to maintain and improve orderly procedures and the efficiency of operations
7. to hire, promote and assign employees
8. to transfer, temporarily reassign, or detail employees to other shifts or other duties
9. to determine the equipment to be used and the uniforms to be worn in the performance of duty
10. to determine the policies affecting hiring, promotion, and retention of employees
11. to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications
12. to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical
13. to establish or modify work schedules and shift schedules and the number and selection of employees assigned
14. to take whatever actions may be necessary to carry out its responsibilities in situations of emergency
15. to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate
16. to suspend, demote, discharge, or take other disciplinary action against employees; to require the cooperation of all employees in the performance of this function; and to determine its internal security practices

17. to establish, amend or interpret, from time to time, job descriptions which shall be within the function of the firefighter/EMT or fire officer/EMT; provided however, the Town will consult with the Union prior to making substantive changes in job descriptions.

By making a proposal during regular contract negotiations, or agreeing to discuss a subject, the Town does not waive its right to implement a change in working conditions where no contrary provision is included in the contract.

It is understood and agreed by both parties hereto that the Employer does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Employer except insofar as they may be specifically described herein, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

1.4 Reserved

1.5 Stability of Agreement

- 1.5.1 No amendment of this Agreement shall bind the parties hereto unless executed in writing.
- 1.5.2 The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.
- 1.5.3 Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided that, upon notification of such invalidation by either party, both parties shall meet within a reasonable time and/or negotiate such parts or provisions affected. The remaining parts, or provisions, shall remain in full force

and effect.

- 1.5.4 The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, policy, or order promulgated by the Department or Town. In the event any mandatory statute(s) relating to members of the Fire Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.
- 1.5.5 Except as otherwise limited by specific provisions of this Agreement, benefits and privileges which have been accepted traditional practice, both familiar to management and accessible to management scrutiny shall remain in effect during the term of this Agreement. This provision shall in no way abridge management rights nor permit either party to insist on the continuation of conduct that is in violation of law or written Town policies that apply Town-wide.

1.6 Duration of Agreement

- 1.6.1 The duration of this Agreement shall be from July 1, 2022 through June 30, 2025. Either party wishing to terminate, amend or modify this Agreement must so notify the other party in writing not less than ninety (90) days prior to Annual Town Meeting for 2025. If so notified, the parties agree to begin negotiations in January 2025.
- 1.6.2 In the event a successor contract has not been executed and funded prior to June 2025, to the extent allowed by law, all terms and conditions and provisions of the existing contract shall remain in full force and effect until a successor contract has, in fact, been executed and funded.

1.7 No Strike Clause

It shall be prohibited for any employee, union member, union official or union organization to engage in a strike and no employee, union member, union official or union organization shall induce, encourage or condone any strike, work stoppage, slowdown, sick-out or withholding of services.

The Town agrees that during the life of this agreement it shall not lock

out any employee, union member, union official or union organization covered by this agreement.

Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall take all reasonable means to induce the employee(s) to return to work.

ARTICLE 2. WORK ASSIGNMENT

2.1 Duties

- 2.1.1 The normal duties of unit employees shall consist of prevention, control and extinguishing of fires and other duties reasonably related thereto, operation of the Department Ambulance, and all recognized procedures for upkeep and proper care of equipment, property and facilities necessary for efficiency, safety, and cleanliness within the Department.
- 2.1.2 If an employee who has been appointed to a special assignment is unavailable due to leave status of any type, the Chief may assign any other qualified employee to perform the duties of that assignment until the regular specialist returns.
- 2.1.3 Employees will perform all practices as required by the Massachusetts Department of Public Health, Office of Emergency Medical Services, and the CFD Medical Director, consistent with Basic Emergency Medical Technician Certification without the request to bargain. The impact of the implementation of all local service options and pilot programs (e.g., Check and Inject Epinephrine) shall be bargained with the Union. The Town will provide all required training at no cost to the employee.

To emphasize the non-mandatory nature of such service options or pilot programs and without otherwise affecting the application of Subsection 1.4.3, the Town agrees that no employee will be disciplined for non-intentional errors made in performing their duties under such local service options or pilot programs. The previous sentence does not prevent the Town from taking action under subsection 1.4.3, if the Commonwealth has revoked or suspended an EMT's license or the EMT has committed gross negligence in connection with such local service options or pilot programs.

The Union agrees that new administrative processes such as surveys, reporting methods, or other processes deemed necessary to improve

patient care or the business operation of the EMS service do not constitute a local service option or a pilot program.

2.2 Residency Requirement

As permissible by the local option adopted by the Town, there shall be no residency requirements for employees ¹.

2.3 Seniority

2.3.1 Seniority shall be considered the length of an employee's continuous service in the employee's permanent classification within the Fire Department of the Town of Concord. The Chief shall establish a seniority list, which shall be brought up to date on or before January 31 of each year. Said list shall be posted at each station for a minimum period of 30 days.

2.3.2 In the event of a layoff, employees with the lowest seniority will be laid off first.

2.3.3 Recall. For a period of eighteen (18) months following lay-off by the Town, should the Town desire to hire additional employees, laid off employees shall be recalled prior to appointment of any new personnel. Recall shall be in order of the employee with the highest level of seniority recalled first. Notice shall be via certified mail to the employee's last known address. Employees are responsible to keep the Department informed as to their current address. A recalled employee shall notify the Fire Chief within fourteen (14) calendar days of recall of their intention to accept the assignment. Recall rights will be deemed waived after this fourteen (14) day period. Employees must be available to work within thirty (30) days of receiving notice in order to be eligible for recall. This requirement may be waived by mutual written consent of the employee and the Fire Chief.

The Town may recall employees after the eighteen month recall period, at its sole discretion. For employees recalled after the eighteen month recall period has expired, the Town reserves the right to conduct physical fitness testing to ensure the employee is capable of performing the functions of a firefighter.

Recalled employees will be responsible for current licenses and certifications, provided that laid off employees are allowed to attend department training sessions if available, at no cost to the employee or

¹ Appendix B, formerly, Appendix L until 7/1/16, is reserved for future use.

the Town. Laid off employees will be allowed to attend courses which involve a cost provided that they pay their portion of the costs. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of All Claims form indicating that they are participating on a voluntary basis and not as employees of the Town of Concord and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

2.4 Assignments

2.4.1 Assignments are defined as regular assignments or temporary assignments. Regular assignments are those covered by subsections A and B of this section, they are assigned as the result of a bid process, or an assignment made by the Chief to a new employee who has completed their training period. Temporary assignments are covered in subsection C of this section.

A) Assignment Posting

Regular apparatus, shift, and station house assignments that become available, shall be posted electronically to the department for a minimum of ten days from the date of posting to the date of closing. The employee will be notified within 5 days of the closing of the bid if they are to be awarded the bid.

1. The Fire Chief will use the following criteria in determining which employee will receive the assignment:

A. The Seniority of the employee.

B. That the employee can demonstrate the knowledge, skills and abilities (KSAs) found in the job description for the grade that the assignment is a part of, and the specific responsibilities for the job being bid.

C. If an employee cannot demonstrate the requisite KSAs, they will be given an opportunity to attain and demonstrate the requisite KSAs. The job will be held and not awarded for up to thirty days. The department training officer, working with the employee will develop a training plan and at the end of thirty days, or sooner will report results to the Fire Chief.

D. With just, impartial cause, an employee may, within the discretion of the Chief, be refused an assignment.

2. Employees will not be eligible to participate in the bidding process defined in the section above until their second anniversary and may be assigned as needed for their training and development. On or before their second anniversary they will be assigned their regular apparatus, shift and stationhouse assignments. The member is at that time able to fully participate in the bid process.
3. An employee may request that their current assignment be posted. This employee may then bid any open bid assignments including any that may have closed, provided no bids were received and no one has been awarded or assigned that regular assignment.

B) Swing Position Assignments

Firefighters working the swing position will be assigned to Engine 3 when the shift is fully staffed and will be reassigned to cover open positions that occur on the shift. The swing person will, generally, be assigned to the vacancy that occurs first. The coverage assignment may be realigned with the approval of the Shift Commander.

C) Temporary Assignments

Notwithstanding the regular assignment process outlined in paragraph A, the Chief may temporarily transfer employees to other assignments subject to the following cumulative limits:

Years of Service @ Date of Transfer	Limit on Temporary Reassignment	Maximum Number of Transfers During Period
Up to 2	No limit	No limit
2 – 4	Up to 365 calendar days in a 3-year period	3
5 – 9	Up to 180 calendar days in a 2-year period	2
10 – 14	Up to 180 calendar days in a 3-year period	2
15 or more	Up to 90 calendar days in a 2-year period	1

Unforeseen events such as a declared state of emergency, Acts of God, or other events that disrupt the normal operation of the Department may necessitate transfers that do not fit the schedule above and are permissible in such circumstances.

2.4.2 The Chief, with the Town Manager’s approval, may add additional special assignments at any time. The Chief, in consultation with the

Union, shall create a job description for each new special assignment, and appointment to each new assignment shall be at the Chief's discretion, unless otherwise specified by the job description. Each new special assignment created shall last for a period of at least one year. The Chief will consult with the Union on the reduction and/or elimination of any special assignment if he determines that the assignment no longer benefits the department. If the decision is made to eliminate a specialist assignment, the individual(s) that will be affected will be given 6 months notice that their assignment is being eliminated. If a special assignment is eliminated, the substantial specialized duties of the special assignment shall not be reassigned to other employees as part of their regular duties. All special assignment compensation shall be in accordance with Section 3.6.1 of the Collective Bargaining Agreement.

Any special assignment within the Department shall be posted in each station for at least ten (10) calendar days and shall be open to application by all members of the Department.

When a specialist assignment is held by more than one member, it is understood that assignments under this section will take the distribution of specialists and the needs of the department into consideration. A specialist may be required to relinquish the assignment if transferring, at the employee's request, to a different station that already has an employee with the same specialist assignment.

2.4.3 In the event additional officers are added above the current complement, the Chief may assign them to either an administrative schedule that is mutually agreed upon by the Union and the Chief, a company schedule of four 10-hour days, or to a group. Any additional officer positions that are created will be filled in accordance with section 2.6.

Any personnel added under this section shall receive all the rights and privileges of the remainder of this Agreement.

This section shall not apply to a member assigned to perform fire prevention duties.

2.4.4 A. Qualified members may be assigned as a Fire Prevention Inspector by the Fire Chief from those members who apply for said assignment. In the absence of a qualified candidate, as determined by the Chief, the Town reserves the right to recruit from outside the department. Whether an appointment is made from inside or from outside the

department, it will be made at the sole discretion of the Fire Chief. Any individual appointed from outside the department shall hold a bargaining unit rank and be represented by the Union.

- B. A member of any rank assigned to Fire Prevention will work an administrative schedule defined in 3.1.1 as Schedule “Administrative.” This assignment will be made by the Fire Chief and shall not be subject to section 2.4.1. With 60 days’ notice, the Fire Chief may change the member assigned to Fire Prevention at their discretion.
- C. With cause, the Fire Chief may change the member assigned to Fire Prevention without notice.
- D. If a member who is selected as a fire prevention inspector currently holds a specialist assignment as outlined in Section 3.6.1, the Chief may in the Chief’s sole discretion, require as a condition of accepting the fire prevention inspector position that the member relinquish the currently held specialist assignment. If the member retains their currently held specialist assignment, the Town will assign an additional member to that same specialist role.
- E. When an assignment for a Fire Prevention Inspector is to be filled, the assignment will be posted in each station for at least ten (10) calendar days and shall be open to application by all members of the department.

2.5 Light Duty

- 2.5.1 With the approval of the injured individual's physician, the Chief may assign an employee who is recovering from sickness or injury (line of duty and non-line of duty) to light duty, while the employee is awaiting medical clearance to return to regular duty. Implementation of this section will be addressed by Department policy that equitably distributes light duty assignments between line-of-duty and non-line-of-duty injuries.
- 2.5.2 The Chief may assign an employee who is pregnant to light duty. Complications from pregnancy that incapacitate an employee for full duty will be treated as other employees with a non-line of duty illness or injury.
- 2.5.3 Light duty assignments shall be for forty-two hours per week on a mutually agreeable schedule. The assignments shall consist of fire department functions. Personnel on light duty are not considered to be

on group assignment status.

2.6 Promotion

2.6.1 Eligibility for Promotion

Eligibility requirements for promotion to higher ranks shall be:

- A. Lieutenant - Five (5) years continuous experience as a permanent firefighter including three (3) years in the department.
- B. Captain - Three (3) years continuous experience as a permanent Lieutenant.

A break of more than six (6) months terminates continuous experience.

2.6.2 Examination and Eligibility Lists

1. A promotional examination will be offered in the last week of March of each year. The Lieutenant exam will be offered in even numbered years, the Captain exam in odd numbered years. If a list is depleted and a vacancy will occur before the next scheduled exam, the Town may choose to move the date of the next exam forward to create a current list. Anyone who is eligible, or will be eligible for promotion within two (2) years of the written examination date, may take the exam.

Notice of such exams will be posted no later than the third Friday in September prior to the scheduled exam date.

Examinations will be based on commonly accepted fire service sources.

2. Applicants shall have the opportunity to examine test results within the limitations required by the testing source.
3. Applicants will have seven (7) days following the opportunity to examine test results to challenge, in writing, the promotional list. The list will not be certified until all challenges are resolved.
4. Once certified, the promotional list will be in effect until the list from the next examination for that rank is certified.
5. A. A short term appointment of an Acting Officer will be for a period of five weeks or less and shall be made from the existing promotion list, subject to paragraph C. Acting Lieutenants must be approved by the shift commander on duty.

B. A long term appointment of an Acting Officer will be for a period of more than five weeks and shall be made from the top four candidates from the existing promotional list, subject to paragraph C and with the Fire Chief's approval. Candidates shall agree to transfer to the group wherein the open position exists.

C. Permanent Lieutenants will be eligible for appointment to Acting Captain after 18 months' service and successful completion of Command & Control Program, or after two years' service without such training, subject to Fire Chief's approval.

D. A Firefighter or Lieutenant assigned as a Fire Prevention Inspector shall be eligible to participate in the promotional process. If the member is chosen for promotion they shall be eligible to remain in the Fire Prevention Inspector assignment with the Chief's approval.

2.6.3 Scoring

In order to be placed on the eligibility list, candidates must receive a score of 70% or greater in the written examination. A candidate's final score for the eligibility list shall be computed as follows (to a maximum score of 100):

1. Written Examination Score - the percentage score for the written exam adjusted to 60%, not to exceed sixty (60) points.
2. Seniority - For Lieutenant candidates, 0.1 point for each month of service beginning with the completion of five (5) years of service as a permanent member of the Concord Fire Department, not to exceed fifteen (15) points. For Captain candidates, 0.125 points for each month of service beginning with appointment to Lieutenant, not to exceed fifteen (15) points. Seniority shall be computed as of the date of the written exam.
3. Fire Chief's Performance Rating - up to fifteen (15) points for Lieutenants; up to fifteen (15) points for Captains.
4. Credentialing - up to ten (10) points based on the following certifications and NFA courses completed as of the written exam date:

For Lieutenant candidates:

Fire Officer I	2 points
Safety Officer	2 points
Fire Instructor I	2 points
Fire Instructor II	2 points
Fire Inspector I	2 points
Fire Officer II	2 points

For Captain candidates:

Fire Officer II	2 points
Fire Instructor II	2 points
Completion of an NFA, Command and Control Series, residential six-day minimum duration course	6 points

If a listed certification or course becomes no longer attainable, the parties will meet to agree on an alternate.

2.6.4 Interview

A. The number of candidates to be interviewed by the appointing authority or their designee shall be based on the following:

- 1 position available - top four (4) shall be interviewed.
- 2 positions available - top six (6) shall be interviewed.
- 3 positions available - top eight (8) shall be interviewed.
- 4 positions available - top ten (10) shall be interviewed.

The interview process may include one or more assessments conducted and evaluated by fire service professionals and/or managerial professionals, as the Chief deems appropriate to the assessment.

B. After the final selection is made from those interviewed, those candidates who are not selected will be so notified and will have an opportunity to discuss the reasons therefore with the Chief. After meeting with the Chief they can meet with the appointing authority, if they so desire.

ARTICLE 3. WORK HOURS AND PAY RATES

3.1 Hours of Work

3.1.1 An employee's regular workweek shall consist of an average of forty-two (42) hours per week, with one of the following assigned schedules:

Schedule "A":

The regular schedule shall consist of a twenty-four (24) hour shift commencing at 0800 and ending at 0800 the following day. The average workweek shall be as follows, with a "W" representing working and an "O" representing a day off:

- WOWOOOO
- OWOWOOO
- OOWOWOO
- OOOWOWO
- OOOOWOW
- OOOOOWO
- WOOOOOW
- OWOOOOO

Schedule "Administrative" for Fire Prevention Inspector Assignment:
The regular schedule shall be assigned by the Fire Chief and will consist of four 10½ hour shifts per week, Monday through Thursday. When a holiday observed by other Town employees falls on a regularly scheduled workday, the Fire Prevention Inspector will have the day off. When a holiday observed by other Town employees falls on a regularly scheduled day off for the Fire Prevention Inspector, there will be no additional time-off or pay forthcoming.

For clarification purposes, the following definitions are intended to apply to this Agreement:

- Tour of Duty (Tour): *workweek, as outlined in section 3.1*
- 24-hour Shift: *24-hour work period*
- Shift: *10-hour day shift or 14-hour night shift*
- Day Shift: *10-hour day shift (0800-1800)*
- Night Shift: *14-hour night shift (1800-0800)*

3.1.2 Employees will be permitted to substitute or exchange time with qualified employees of equal rank within the Department. Substitution will be permitted when approved by the officer on duty and the Chief, if available. An employee shall not substitute or exchange time in a manner that significantly alters their work schedule for the purposes of creating a different work schedule. All substitutions or exchanges must be recorded and must be paid back within twelve (12) months of being

taken.

3.2 Overtime and Callback

3.2.1 Overtime lists based on the total hours of opportunities offered shall be maintained by the captains for the rotational procurement of employees to fill vacancies and details when said employees are available. Where a tie exists, the opportunity shall go to the employee with the greatest seniority.

- A. Opportunities for overtime shall be offered equally to all employees.
- B. Every effort shall be made to fill vacancies with an employee of equal rank to the absent employee. If this is not possible, then an employee will be appointed to work out of grade.
- C. Each shift commander is responsible for daily updates of master personnel absentee records.
- D. The Chief will designate one Captain to be "Overtime Distribution Coordinator" and the other Shift Commanders will serve as backup.
- E. The Town shall not be responsible for any errors or omissions caused by Union personnel in carrying out the provisions of this section.
- F. When filling vacancies for a twenty-four (24) hour shift, the overtime shall be filled in ten (10) hour day shifts (08:00 to 18:00) and fourteen (14) hour night shifts (18:00 to 08:00). Employees shall not be scheduled to work more than forty-eight (48) consecutive hours. After 48 consecutive hours of work, there shall be a minimum 10-hour break before additional hours may be assigned or worked. This shall not include emergency coverage situations as determined by the Chief or his designee.
- G. If a detail is not filled by a member of the bargaining unit after being offered to the bargaining unit, the Town may fill it with a qualified individual who is not a member of the bargaining unit.

3.2.2 An employee held overtime beyond their regular tour of duty shall be granted a minimum of two (2) hours overtime pay, and any overtime worked in excess of two (2) hours shall be compensated for the next full hour, and so on.

An employee who is held beyond the end of an overtime shift that is less

than ten (10) hours shall be compensated overtime pay to the next full hour, and any overtime worked in excess of the first hour shall be compensated for the next full hour, and so on. An employee who is held beyond an overtime shift that is ten (10) or more hours shall be granted a minimum of two (2) hours overtime pay, and any overtime worked in excess of two (2) hours shall be compensated for the next full hour, and so on.

An employee called back to duty shall be compensated at an overtime rate of pay hereinafter set forth for at least four (4) hours, even if the overtime actually worked is less than four (4) hours. Such an employee shall be released when the situation initiating his overtime or call-back is returned to normal. Any overtime worked in excess of four (4) hours shall be compensated for to the next full hour, and so on.

The Chief or the Chief's designee shall approve all scheduled non-shift overtime. An employee serving such duty shall be available for emergencies during the time period that they are being scheduled. If an employee has not yet completed their assignment at the point they are called for an emergency, no additional 4 hour minimum call-back period will be generated.

3.2.3 The hourly rate of overtime pay shall be equal to time and one-half (1 and 1/2) the employee's hourly rate of pay.

3.2.4 The Town and the Union, hereby agree to those modifications which will provide compliance with the Fair Labor Standards Act (Revised) which became effective April 15, 1986. It is understood that the Union will be advised of any such changes prior to implementation and will be afforded an opportunity to discuss such changes.

3.2.5 An employee who is recalled to work from 12:00 midnight to 12:00 midnight on January 1, Thanksgiving, and December 25, shall receive double time for time worked as long as the holiday is not part of their regular Work Day. This section will not apply if an employee is recalled because of vacation or personal leave use.

3.2.6 If any employee is required, due to a job-related incident, to participate in any legal process (e.g. court appearance, deposition, etc.) during their off-duty hours, said employee shall be compensated at the overtime rate. If said employee is scheduled to work during the time of the appearance, the employee will be excused from work and coverage will be provided with no loss of pay or benefits to the employee. Mileage and out of pocket expenses will be reimbursed by the Town.

3.2.7 Employees will be compensated at the overtime rate for training which is required to maintain certification as an Emergency Medical Technician and is not done on duty.

3.2.8 Payment for extra paid details, Town or private, shall be at the employee's overtime rate, and shall be forthcoming in a timely manner no different than any other overtime.

Employees shall receive a guaranteed minimum compensation of four (4) hours at the applicable detail rate on each occasion of private (non-Town) detail work. If the detail assignment entails work in excess of four (4) hours but less than eight (8), then employees shall be guaranteed eight (8) hours of compensation at the applicable detail rate. Any hours past eight (8) shall be paid hour for hour.

3.2.9 The Fire Prevention Inspector will be eligible for overtime when an overtime shift does not create a conflict with a regularly scheduled shift.

3.3 Salaries

All base salaries paid shall be in accordance with the salary ranges set forth in Appendix C² of this Agreement. The rank differential for the ranges shall be 14%.

3.3.1 Paycheck frequency

Employees will be paid on a bi-weekly basis.

3.3.2 Direct Deposit & Paperless Pay Statements

The Town may choose to require all employees to enroll in Direct Deposit of their pay, in which case each employee shall designate a financial institution to which the deposit of their pay will be made. If the Town decides to implement this requirement, employees will be given at least 60 days written notice of its decision to do so. The Town may also choose to cease the provision of paper pay statements and instead provide employees with electronic access to such information.

3.4 Step Increases

An employee will normally be hired at the minimum step unless previous Fire related experience or training warrants placement at a higher step as recommended by the Fire Chief and approved by the Town Manager. The base date for determining step rate increases shall be known as the employee's anniversary date. The anniversary date shall be (a) the date on which a new employee starts work; or (b) thereafter, the date on which an employee's promotion takes effect.

² Formerly, Appendix M (change effective 7/1/16).

An increase to the next higher step may be granted to employees in continuous employment in the Fire Department after successful completion of one year from the most recent previous step increase, providing the employee's performance is satisfactory. If any employee is denied an increase, the reasons for such denial shall be made available to the employee and the Union in writing and such denial shall be subject to the provisions of the grievance procedure.

3.5 (Reserved for Future Use)³

3.6 Other Payments

The following are included in the annual pay for purposes of calculating the hourly rate:

3.6.1 Special Assignment Pay

Employees assigned by the Chief to the following special duties, as may be amended in accordance with the provisions of Section 2.4.2, shall be paid the additional pay shown:

Special Duties:

Mechanic Specialist

Fire Alarm Technician

Communications Technician

Wellness Coordinator

Hazardous Materials Specialist

Fire Investigator

Emergency Medical Services Coordinator

IT Specialist

SAFE Coordinator

GIS Specialist

Social Media Coordinator (f/k/a Public Information Officer)

Training Coordinator

Additional Annual Pay:

\$2,000 per Year

If the Commonwealth of Massachusetts pays directly to an employee a stipend that is equal to or greater than \$2,000 for duties as a Hazardous Materials Specialist⁴ or any other assignment, that payment shall constitute full "Special Assignment Pay" for any comparable

³ Effective 7/1/16, Bi-Annual Payments language was moved to Section 4.1.2, Holidays.

⁴ Firefighters assigned as Hazardous Materials Specialists perform work for the Commonwealth of Massachusetts and are paid by the Commonwealth for such work.

assignment by the Chief.

If the Commonwealth of Massachusetts provides the Town with funds to pay a stipend to an employee for duties as a Hazardous Materials Specialist or any other assignment, the Town will include \$2,000 of the stipend in the calculation of the employee's base hourly rate for purposes of overtime. Any payment made by the Commonwealth above \$2,000 will be paid in a lump sum and shall not be included in the employee's base hourly rate and not included for purposes of overtime.

3.6.2 Longevity Pay

Longevity pay shall be added to the annual compensation of each employee after twenty years of continuous full-time employment, as follows:

For all ranks, longevity pay shall be 3.75% of the top step of the EMT-Basic Level salary rate.

Payments to an employee for longevity pay shall be included in their biweekly paycheck starting with the paycheck for the week in which (they becomes eligible for the longevity step.

3.6.3 Educational Incentive Pay

Employees who have acquired, from an accredited college or university, an associate's degree or bachelor's degree which contributes substantially and directly to the conduct of their job responsibilities, shall be eligible** for one of the following pay premiums as calculated on the base wage:

Effective as of July 1, 2022:

Associates Degree = 6.5%

Bachelors Degree = 12%

Effective July 1, 2023:

Associates Degree = 7.5%

Bachelor's Degree = 15%

Effective July 1, 2024:

Associates Degree = 9.0%

Bachelor's Degree = 16.5%

Effective July 1, 2024:

An employee who has acquired, from an accredited college or university, a master's degree in Fire Science, Fire Protection Engineering, Emergency Management, or Public Administration shall be eligible for

additional educational incentive pay, which shall be added to their hourly rate based on the following annualized amount:

Master's Degree = \$5,000 per year

The Fire Chief, with approval of the Town Manager, may add masters' degrees that contribute substantially and directly to the conduct of employees' job responsibilities to the list of those that qualify for the stipend.

**Paramedic Associates Degree is excluded from this incentive pay if degree credits were granted for training that was provided or paid for by the Town.

Compensation related to the degree shall be effective on the first day of the next payroll period following the date the employee delivers a copy of the degree to the Chief. Multiple degrees at the same level (associate's, bachelor's or master's) shall not result in additional premium pay.

3.6.4 Fire-Service Certification & Credential Pay

Any employee who has received one of the below-listed certifications or credentials from the Massachusetts Fire Training Council, Proboard, or IFSAC, shall be granted \$275 per year additional pay for each certification, subject to a maximum of \$2,750 per year in certification pay:

- Firefighter I
- Firefighter II
- Firefighter I/II (counts as 2 certifications)
- Fire Officer I
- Fire Officer II
- Fire Officer III
- Fire Chief*
- Fire Instructor I
- Fire Instructor II
- Fire Prevention Officer I* (automatically credited if credentialed as FPO II)
- Fire Prevention Officer II*
- Fire Inspector I
- Fire Inspector II
- Fire Investigator
- Hazmat Technician (see paragraph below)
- Public Fire and Life Safety Educator I
- Driver/Operator Pump
- Driver/Operator Aerial

Safety Officer – Fire Suppression
Safety Officer – HazMat Operations
Hazardous Materials First Responder
Rope Rescue Technician
Confined Space Rescue Technician
Airport Firefighter

* Credentials: An employee shall only be eligible for credential pay until such date as the credential expires. If an employee will not have renewed any given credential before it expires, they must provide at least two (2) weeks' notice in writing to the Fire Chief. If an employee is overpaid for a credential, they must pay the Town back within 30 days of when the overpayment is identified.

Employees receiving pay for serving on the Massachusetts Regional HazMat Team, whether paid directly by an agency or via the Town, shall not be eligible for the HazMat Technician stipend. An employee shall not serve on the regional team unless the Town Manager has agreed that the Town will absorb any associated responsibility for compensating the employee and insuring injuries for that individual.

Employees who have Fire Officer I certification shall be eligible to be compensated for Firefighter I/II certification, whether or not they hold the Firefighter certification.

Compensation related to an employee's certification shall be effective on the first day of the next payroll period following the date the employee delivers a copy of the certification to the Chief.

Qualification for any certification pay shall not, in and of itself, cause an employee to receive other specialist pays outlined in the Agreement.

Employees hired after July 1, 1999 who receive Firefighter I/II certification as a result of Massachusetts Firefighting Academy Recruit training, paid for by the Town, shall not be eligible for certification pay until and unless they continue their training with an additional certification. From the date of the additional certification forward, the employee will receive certification pay for Firefighter I/II as well as for the additional certification.

The Fire Chief, at the Chief's sole discretion, will determine who may attend certification classes when they are at the Town's expense. If the Training Council adjusts its procedures to require regular re-certification for any given certification, employees must, at their own expense, attend training to qualify for said certification pay.

3.6.5 Enhanced EMT-Basic Skills

Each employee shall be compensated the following percentage of their base wage:

<u>Effective Date</u>	<u>Percentage Rate</u>
7/1/2019	5.75%
7/1/2020	6.25%
7/1/2021	0%

3.6.6 Swing Position

While assigned to the swing position, employees shall receive one of the following pay premiums based on their years of service with the Town and calculated on their base wage:

Years of Service	Swing Assignment Pay Premium
Less than 2	0%
2 – 4	2%
5 – 9	4%
10 – 19	6%
20 or more	8%

Swing assignment premium shall be effective on the date of the employee’s assignment or anniversary date as applicable.

3.6.7 Reserved

3.7 Working Out-of-Grade

When an officer is replaced by any other employee for a minimum of four (4) hours, working out of grade, the employee shall be compensated at Step B of the rank that they replace.

3.8 Fire Prevention Inspector Pay

A member assigned as a Fire Prevention Inspector will be compensated at a rate of 10% of the employee’s base wage for the first 24 months of the assignment. At the beginning of month 25 the rate will increase to 12%.

ARTICLE 4. PAID LEAVE

4.1 Holidays

4.1.1 Employees not assigned to the "Administrative" schedule shall not receive paid time off for holidays, but in lieu thereof, shall receive a biweekly lump sum holiday pay equal to 5.25 hours at the employee's regular rate in effect on the date of the payment, which is equivalent to thirteen (13) paid holidays per year. The Fire Prevention Inspector will receive paid days off in accordance with Section 3.1.1.

4.1.2 Payments to an employee covering accrued holiday pay (Section 4.1.1), shall be paid in each biweekly paycheck. To be eligible for any given payment, the employee must have been employed during the pay period and must not be ineligible under the provisions of Section 5.2, Effect of Unpaid Leaves.

If an employee retires on the basis of superannuation upon termination of employment, they shall receive a holiday payment equal to the remaining number of holiday pay hours they would have received if actively employed through the end of the calendar quarter in which they retire. Employees who are killed or who retire for accidental disability incurred in the line of duty shall receive a full year's payment for all such payments due. If the employee is killed, the payments shall be made, in full, to their estate. Such pay shall be calculated using the employee's regular rate in effect on the last day of employment and will be paid via payroll such that it is received by the employee or their estate.

Such payments are excluded from the base rate and have no effect in calculating overtime. They shall be separate from regular salary payments. Issuance of separate checks for holidays is not required.

4.2 Vacation

4.2.1 Accrual

a. Employees Hired Prior to July 1, 2011:

Employees shall accrue vacation on July 1 each year in accordance with their years of service as follows:

Years of Service That Will be Completed During the Fiscal Year Beginning July 1	Weeks of Vacation Accrued on July 1
1-4 Years	2 Weeks
5-9 Years	3 Weeks
10-19 Years	4 Weeks
20 or more Years	5 Weeks

Vacation leave may be carried forward from one fiscal year to the next in an amount not to exceed a total of forty-two (42) hours of vacation.

For the sake of clarification, one week of vacation is equivalent to:

- Schedule “A” – two consecutive twenty-four (24) hour shifts
- Schedule “Administrative” – four consecutive 10.5 hour shifts

b. Employees Hired After July 1, 2011:

Employees shall earn twenty-four (24) hours of paid vacation leave on their employment start date⁵, and thereafter shall accrue their vacation on a monthly basis (i.e., one-twelfth of their annual vacation allotment is earned at the end of each calendar month), in accordance with their years of service as follows:

Years of Service	Total Accrued Vacation per Year
Up to 4	2 Weeks (84 Hours)
5 – 9	3 Weeks (126 Hours)
10 – 19	4 Weeks (168 Hours)
20 or more	5 Weeks (210 Hours)

Accrual for the first and last months of service will be pro-rated based on the number of days employed in the given month; when such proration results in a partial hour, the accrual shall be

⁵ The provision of this accrual upon hire only applies to employees hired into a position covered by this collective bargaining agreement on or after 7/1/2022.

rounded up to the next whole hour. When an employee's years of service warrant an increase in accrual, the new monthly accrual amount will be applied to the entire month in which the employee's service anniversary falls. Accumulation of vacation hours at the end of any given month is limited to the employee's annual accrual level plus forty-two (42) hours.

For the sake of clarification, one week of vacation is equivalent to:

- Schedule "A" – two consecutive twenty-four (24) hour shifts
- Schedule "Administrative" – four consecutive 10.5 hour shifts

4.2.2 Scheduling

- A. Vacation period shall run from July 1 to June 30. All vacations must terminate by June 30. No employee shall take vacation Thanksgiving, Christmas or New Year's if that employee is scheduled to work Thanksgiving (day or night), Christmas (eve, day or night), or New Year's (eve), except as provided below:

Employees will be allowed to take vacation on Thanksgiving Night and Day, Christmas Eve, Christmas Day and Night, and New Years Eve under the condition that the employees requesting vacation provide their own coverage through a personal agreement. The person covering will be paid at the overtime rate and marked as accepting overtime on the appropriate overtime list. The person taking vacation will be charged vacation. Employees using this provision will be required to conform to paragraphs D and E of this Section.

- B. Insofar as possible, each employee shall be granted a minimum of two (2) weeks of their earned vacation during the period beginning June 1 and ending September 30 of each year. Such vacations shall be chosen by each employee according to seniority in ' classification. "Bumping" from the vacation list by reason of seniority shall not be allowed after April 1.
- C. During a specified vacation period, no employee shall work a regular Shift for themselves or another employee.
- D. Employees may elect to take vacation in increments of not less than four (4) hours at a time.
- E. At least twenty-four (24) hours' notice must be given to the department when requesting approval for any vacation.

- F. The earliest request shall be considered first.
- G. Four (4) employees per shift shall be granted vacation leave at the same time, subject to the Fire Chief's determination concerning best interests of the Department, and unless the Chief determines that this is not in the best interest of the temporary manning needs of the Department and provides notice in advance of this decision. Employees previously approved for vacation shall not be denied vacation leave under this section. More than four (4) employees per shift may be granted vacation leave at one time solely at the discretion of the Chief. A member assigned to Fire Prevention shall not be counted among the Four (4) per shift limitation.

4.2.3 Payoffs Upon Termination

- A. An employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal or through entrance into the armed forces, shall be paid on a pro rata basis up to the last day worked for any unused portion of their vacation allowance earned up to the time of the employee's separation from the payroll. An employee leaving the service of the Town through a manner other than retirement or death shall reimburse the Town for time used in excess of their pro-rated vacation allotment upon said separation, with any required reimbursement drawn from the employee's last pay check(s).
- B. Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the employee's estate as required by law in an amount equal to the unused vacation allowance earned in the vacation year during which the employee died, up to the time of separation from the payroll.
- C. An employee who retires prior to January 1 of any calendar year will be paid for one half of their annual vacation allowance, less any portion already used. Any employee who retires on or after January 1 will be paid for their full annual vacation allowance less any portion already used.

4.3 Sick Leave

4.3.1 Accrual

Each employee shall accrue 12 hours of sick leave per month, earned at the end of each calendar month. Accrual for the first and last months of service will be pro-rated based on the number of days employed in the given month; when such proration results in a partial hour, the accrual shall be rounded up to the next whole hour.

At its sole discretion, the Town may convert to a system where 1/365th of the annual sick leave is accrued per day. The Town may adopt reasonable rules for periodically making minor adjustments to leave accruals or balances to account for rounding throughout the year.

4.3.2 Use

Sick leave is generally for the protection of employees against loss of pay due to personal illness. However, up to sixty (60) hours of an employee's accrued sick leave per fiscal year may be used by an employee when their personal attendance is necessary during the illness of a spouse, parent or dependent child, provided the employee identifies the absence as "family sick" at the time the absence is reported. These "family sick" hours may also be applied to another individual of dependent relationship residing with the employee. The Fire Chief may, in the Chief's discretion, require medical certification of any illness.

Sick leave must be used in an initial block of four (4) hours and then in one (1) hour increments thereafter (i.e., 4 hours, 5 hours, 6 hours, etc.). Sick leave may not be used before it is accrued.

4.3.3 Payoff/Forfeiture Upon End of Employment

Upon being approved by the Concord Retirement Board for a voluntary or compulsory retirement under controlling legislation, an employee who was hired prior to July 1, 2011 shall be paid 50% of their accumulated sick leave at the date their employment ends, up to a maximum of 682.5 hours of pay for 1,365 hours of accumulated sick leave. Neither an employee hired after July 1, 2011, nor an employee who voluntarily takes deferred retirement, is eligible for pay for accumulated sick days.

4.4 Personal Leave

Each employee shall receive three (3) shifts (Schedule "A" – 10 or 14 hours; Schedule "Administrative" – 10.5 hours) of personal leave each fiscal year, subject to the following conditions:

1. Personal leave may be used at the discretion of the employee for any personal reason; however, the scheduling of such leave must be approved by the duty shift commander. In order to use personal leave, an employee must submit the signed form in Appendix D that specifically authorizes the Town to deduct from their last paycheck(s) the total dollar value of any personal time taken but not accrued at the time their employment ends.

2. Reserved.
3. Personal leave must be used in the fiscal year earned. Any unused personal leave shall be forfeited at the end of each fiscal year and upon termination or retirement. However, if a new employee is not able to use their personal leave earned in the first year of employment due to training needs, they shall be permitted to carryover one (1) shift of personal leave to the next fiscal year on a one time basis.
4. Personal leave shall be prorated for new and terminating employees at the rate of one Shift of leave for each four (4) full months of employment during the fiscal year.
5. In the event a terminating or retiring employee has used more personal time during the current fiscal year than earned, the excess used will be charged against accrued vacation or deducted from final pay as necessary.

4.5 Bereavement Leave

Up to thirty-six (36) hours of paid leave shall be granted by the Chief to an employee for any work time missed owing to the death of the employee's father, mother, child, grandchild, spouse, brother, sister, father-in-law, mother-in-law, child-in-law, brother-in-law, sister-in-law, or grandparent.

4.6 Injured-On-Duty Leave

Employees incapacitated for duty because of injury sustained in the performance of their duty shall not be marked as being sick and shall lose no sick leave. They shall be marked injured and shall receive regular compensation and reimbursement for all medical expenses in accordance with Chapter 41, Sections 100 and 111F, of the Massachusetts General Laws.

Any employee who is out of work on Injured on Duty (IOD) status from one fiscal year to the next shall maintain and carry over to the new fiscal year, any and all unused vacation and/or personal days that they have accrued at the time of the injury. They shall also accrue all vacation and personal days for the fiscal year that they return to work. Any employee who is out IOD for an entire fiscal year, from July 1 through June 30, shall not accrue time for that fiscal year. Once the employee has returned to work they will accrue time in the normal manner and they shall be subject to all provisions of Section 4.2.2 for the use of all of their accrued vacation.

4.6.1 Paid Leave for Infectious/Contagious Diseases Based on Likely Exposure in the Line of Duty

- A. Except as otherwise provided in Subsection D, below, in the event an employee contracts any of the infectious/contagious diseases set forth in the list contained in Subsection B of this Section, and if the Town determines that the employee was likely exposed to an individual with such disease while on duty based on a review of the individuals with whom the employee had contact and the locations where the employee worked during the two (2) weeks preceding the onset of the employee's symptoms, such employee shall be eligible for:
- up to ninety-six (96) hours of paid infectious/contagious disease leave, less applicable taxes and withholdings, and
 - up to \$2,000 reimbursement of related and documented out-of-pocket medical or other expenses that would be covered under injured on duty benefits;

provided, however, that the employee has been vaccinated against such infectious/contagious disease to the extent a vaccination has been developed and is available at the time the employee contracts the infectious/contagious disease. Such paid leave hours may only be utilized during the period the employee is incapacitated or contagious to others due to the disease.

Nothing in this section precludes an employee from seeking injured on duty benefits or accidental disability retirement benefits and submitting the requisite medical evidence to the Town and/or Retirement Board from their treating physician supporting that their infectious/contagious disease was directly caused by a contact or condition that occurred at work. If an employee's claim for injured on duty benefits is accepted, the employee shall not also be eligible for the paid leave and reimbursements provided for in Section 4.6.1; if such benefits were already provided, they shall be recoded accordingly.

- B. Leave benefits payable under this Section shall be limited to confirmed exposures in the line of duty for the following infectious or contagious diseases:
1. Covid
 2. Diphtheria
 3. Ebola
 4. HIV/AIDS
 5. Measles
 6. Meningitis

7. MERS- Middle East Respiratory Syndrome
8. MRSA- Methicillin-resistant *Staphylococcus Aureus*
9. Pandemic Flu
10. Pneumonia
11. SARS- Severe acute respiratory syndrome
12. Tetanus
13. Tuberculosis
14. Viral hepatitis
15. Whooping cough (pertussis)

C. Paid infectious/contagious disease benefits payable under this Section are in addition to and shall not count against an employee's accrued sick leave benefits under Article 4.3.

D. Notwithstanding the provisions of subsection A. above, in the event an employee contracts MRSA or a staphylococcus infection, in order to be eligible for up to ninety-six (96) hours of paid infectious/contagious disease leave under this Section, there must first be a confirmed exposure to MRSA or staphylococcus that occurred in the line of duty. In such a case, the employee shall be eligible for up to ninety-six (96) hours of paid infectious/contagious disease leave, less applicable taxes and withholdings; provided, however, that the employee has been vaccinated against such infectious/contagious disease to the extent a vaccination has been developed and is available at the time the employee contracts the infectious/contagious disease. Such paid leave hours may only be utilized during the period the employee is incapacitated or contagious to others due to the disease.

4.7 Military Leave

The Union and the Town agree to abide by the appropriate state and federal laws relating to military leave.

4.8 Jury Duty

The Union and the Town agree to abide by the appropriate state and federal laws relating to juror service.

4.9 Interruption of Employment

Any regular employee who leaves Town service while in good standing may be rehired by the appointing authority and, upon successful completion of one year's service, will have restored the vacation accrual rate and longevity pay to which (s)he would otherwise have been entitled without an interruption of service, excluding the time absent from Town employment.

ARTICLE 5. UNPAID LEAVE

5.1 Leaves of Absence

Leaves of absence without pay may be granted by the Chief with the approval of the Town Manager. Request for such leave of absence must be submitted in writing providing the reason for such request and shall not exceed ninety (90) days.

5.2 Effect of Unpaid Leaves

After thirty (30) calendar days of an unpaid leave, an employee will not earn any additional paid leave (vacation, sick, or personal) or holiday pay. Leave accrual and holiday pay will resume upon return from the leave of absence; partial months will be pro-rated in the method used for new and separating employees. A regular employee's wage anniversary date shall be adjusted by the number of unpaid leave days taken beyond thirty (30) calendar days.

ARTICLE 5A. OTHER LEAVE

5.A.1 FMLA Leave

FMLA (Family and Medical Leave Act) Leave may consist of both paid and unpaid leave. The Town will maintain a policy that is compliant and responsive to the ever-changing FMLA requirements. Whenever any changes to the policy are necessary, the Town and Union will meet to negotiate in good faith over any impact of those changes.

ARTICLE 6. BENEFITS

6.1 Retirement

All matters regarding retirement issues will be governed by Massachusetts General Laws Chapter 32 and any and all other applicable sections as written or as may be amended from time to time.

6.2 Medical Insurance

6.2.1 Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

6.2.2 The Town shall have the right to change health insurance providers, plans, and/or benefits with at least sixty (60) days' notice, provided

however, the Town will negotiate over the impact of any change in accordance with Chapter 150E of the Massachusetts General Laws.

6.2.3 The Town and the employee shall share the cost of health insurance as negotiated with the Union.

6.2.4 The Town agrees to provide a pre-tax premium deduction plan under Section 125 of the IRS regulations to exclude the employee's contributions to the health and dental plans from taxable income.

6.3 Dental Insurance

The Town shall provide a dental insurance plan for all employees who so elect such coverage and shall pay 50% of the premium rate for such plan. The employee shall pay the remaining 50% of the premium rate.

6.4 Life Insurance

The Town shall provide a \$5,000 life insurance policy and a \$5,000 accidental death and dismemberment policy insurance for all employees who so elect such coverage. The Town and the employee shall each pay 50% of the premium rates for such plans.

Supplemental life insurance policies may also be offered by the Town, when available. The full cost of supplemental policies shall be paid by employees who elect such coverage.

ARTICLE 7. EQUIPMENT, HEALTH AND SAFETY

7.1 Equipment

7.1.1 Uniforms

A. The Town shall provide all work uniforms, jackets, safety shoes, equipment, and any other items the employee is required to wear and use (except undershorts, socks, and personal items) as defined in the department's Rules and Regulations or any other regulations issued by the Chief.

Employees shall, at all times, have a minimum complement of five (5) shirts and five (5) trousers. The Town will replace and repair such items as necessary as determined by the Chief.

B. All employees shall have a "Class A" uniform and each new employee shall be provided with a "Class A" uniform upon completion of the initial probationary period. When employees are promoted, they

shall be provided with the appropriate updates of their "Class A" uniform.

- C. Sixty percent (60%) of the replacement cost of ruined clothing and personal effects (especially trousers, shirts, jackets); one hundred percent (100%) of the replacement cost of ruined eye glasses and dentures; and one hundred percent (100%) of the replacement cost of ruined watches (not to exceed \$50.00) will be covered by the Town.

7.1.2 Protective Clothing

Employees shall be provided with protective clothing, i.e., helmets, hoods, turnout coats, turnout pants, gloves, foot gear, and personal S.C.B.A. facepieces. All items shall meet N.F.P.A. standards at the time they are purchased.

When an employee elects to purchase equipment of a higher quality than called for in the vendor specifications, and the equipment is purchased from the Town's vendor, the Town will pay that portion of the equipment cost that corresponds to the cost of the equipment supplied by the Town. This shall apply only to boots, helmets and gloves. The Town will not replace equipment that has been purchased by an employee who has had NFPA approved equipment supplied to them by the Town, and who opted not to use the supplied equipment.

7.2 Health and Fitness

7.2.1 Hepatitis Vaccine

The Town agrees to provide a Hepatitis B test and vaccine to all employees who request such, at no cost to the employee.

7.2.2 Health Related Wellness Program

The Union and the Town agree that Physical Fitness is an important aspect of a healthy lifestyle. The Shift Commander must allow each employee one (1) hour of any tour to work-out in the station's fitness room and each employee must use this time for physical fitness training activities. The parties agree to encourage all employees to participate in the following Physical Fitness Program:

1. General

The physical fitness program (hereinafter referred to as the "program") is intended to be positive in nature and not punitive in design, be reasonable and equitable for all participants, and to provide for rehabilitation and remedial support for those in need.

The program shall be implemented and monitored by the fire department Health and Wellness Coordinator. The Health and Wellness Coordinator shall be a certified Peer Fitness Trainer through the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative.

2. Participation

All employees are eligible but not required to participate in the program.

An employee may elect at any time to no longer participate in the program. This decision shall have no consequence on the employee's employment status.

3. Medical Clearance

Any employee who chooses to participate in the program shall be required to be cleared by a physician prior to participating in the program, and shall be cleared at least once every twenty-four months for continued participation.

The employee may choose to be evaluated by and receive medical clearance from their primary care physician or another physician of the employee's choosing. The employee shall provide the medical clearance certificate (Appendix E⁶) to the Peer Fitness Trainer and the Fire Chief that the employee is cleared to participate in the program.

Medical records or any part thereof shall not be transmitted, mailed or conveyed in any way, to any party other than the employee, without the permission of or without a signed release from the employee, and shall be subject to all HIPAA regulations.

4. Fitness Evaluation Process

Fitness evaluations of participating employees are to be conducted once a year by a certified Peer Fitness Trainer in accordance with the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative.

Fitness evaluations are used to determine the employee's personal baseline level of fitness and to evaluate an employee's progress from year to year.

All data collected by the Peer Fitness Trainer shall be kept confidential and maintained in a secure file cabinet. No individual employee's fitness

⁶ Formerly, Appendix N (change effective 7/1/16).

evaluation records will be released to any party by the Peer Fitness Trainer.

Fitness evaluations will be conducted only if the employee has a physician's approval indicating that the employee is cleared for participation in a fitness program (Appendix E).

Employees can consult with the peer fitness trainer for advice on methods of exercise to better themselves for firefighting and the exercise evaluation.

Fitness evaluations will be conducted during an employee's regular tour of duty. The Peer Fitness Trainer and one additional employee will be hired to conduct the fitness evaluations. The additional employee hired will fill in for each duty shift employee that will be removed from service to perform the fitness evaluation. Employees participating in the program will be notified at least two weeks prior to the scheduled fitness evaluation. No additional member will be required to fill in for a member assigned to fire prevention.

7.2.3 No Smoking Policy

Employees hired after July 1, 1986, will not be permitted to smoke at any time, on duty. Employees hired after January 1, 1988 will not be allowed to smoke at any time, on or off duty. Smoking shall not be permitted inside either fire station, on any fire apparatus or any other Town vehicle.

Current employees who smoke will be encouraged to quit. The Town will provide payment for employee attendance in Town approved non-smoking programs.

7.2.4 OSHA Medical Exams

Employees hired on or after 2/1/19 shall be subject to medical examinations in accordance with minimum OSHA requirements.

7.3 Safety

A. The Town and the Union agree that it is in the best interests of both parties and the public that all reasonable precautions be taken to ensure the safe administration of Fire Service activities. To assist in this effort, a safety committee will be formed which will be comprised of two bargaining unit members and the Fire Chief or the Chief's designee from within the Fire Department. Meetings of the safety committee shall be held during the regular working hours of its union members. Guests or advisors of either the union or the Town shall be allowed to sit-in on committee meetings with the

concurrence of the full committee. Union recommendations on issues which affect the safety and health of its members shall be given every consideration by the Safety Committee, the Fire Chief, and Town management.

- B. The Town agrees to provide employees with Hazardous Materials training required under state and/or federal law. Employees who are required to attend such training during off-duty hours shall be paid their overtime rate for these training hours.
- C. It is the intent of the Town Manager that the staffing of the Fire Department shall not fall below established standards for the safety of its employees. Therefore, should layoffs in Town Government take place, all due consideration will be given to maintaining eight (8) employees per shift. It is further the intent of the Town Manager to submit a budget to the Annual Town Meeting which contains a funding level to maintain no fewer than eight (8) employees per shift.

7.4 Dispatch Center

The Union acknowledges the inherent management right of the Town to establish a public safety communication center to process fire and other emergency communications, and to utilize trained personnel in the operations of the center provided that such rights shall not be exercised in violation of other sections of this Agreement.

The town will provide trained dispatchers for complete 24 hour-a-day, 7 day-a-week coverage.

In the case of exigent circumstances, non-dispatcher personnel may be used, as necessary, to supplement the coverage of civilians, such as a second person or to provide coverage for employee turnover. In the case of unforeseen circumstances, non-dispatcher personnel may be used until such time as a regular dispatcher is able to report for duty. If it is necessary to use non-dispatcher personnel, every effort will be made to assure that individuals trained in the proper operation of the center will be used.

When dispatching fire or ambulance calls, personnel operating the dispatch center shall be provided with, and instructed to follow standard operating procedures for Fire Department Communications which have been developed and approved by the Fire Chief (and may be amended as necessary).

ARTICLE 8. TRAINING**8.1 Probation**

8.1.1 New employees shall be considered to be on probationary training during the first twelve (12) months of service. At the end of twelve (12) months, each employee's status will be reviewed by the department head, and they will be made a regular employee or leave the service of the Town; if the employee has not yet completed a recruit training program, this twelve (12) month time period will automatically extend until the successful completion of such program. If the employee leaves the service of the Town within this twelve (12) month, they will not be entitled to unused accrued sick leave. A probationary employee is entitled to pay for holidays, and may use sick leave, vacation, and personal leave as earned and granted under Article 4 of this Agreement. Just cause protection and the grievance procedure does not apply to probationary employees for the purpose of termination.

8.1.2 Probationary employees who have not been to an accredited training facility for a course in basic fire fighting shall be enrolled in such a course within six (6) months after their appointment and will not be given station assignments while enrolled in a full-time course.

8.2 In-Service Training

8.2.0 Provision shall be made in the Department budget to provide necessary shift coverage, cost of transportation, tuition, meals and course materials in order that employees of the Department, with the prior approval of the Chief, may attend appropriate courses at accredited training facilities without loss of pay.

8.2.1 With the implementation of 24-hour shifts, the Shift Commander may schedule training during the second portion of the 24-hour shift. This training may only be scheduled between the hours of 18:00 and 21:00 hours. The purpose of scheduling the training between 18:00 hours and 21:00 hours will be for training that was unable to be scheduled due to the unavailability of the instructor, or that could not be completed, in the first part of the 24-hour shift.

8.2.2 The Town agrees that when, in the Fire Chief's sole discretion, budgets permit, efforts will be made to backfill shift training.

8.2.3 Expenses for any required training or certifications for a Fire Prevention Inspector will be paid by the Town, and any required time-off for said training will be provided.

8.3 Training & Performance Evaluation Period for Promoted Employees

8.3.1 Each newly promoted Captain and Lieutenant shall be given an initial six-month Training & Performance Evaluation Period, during which the Fire Chief shall discuss with the employee any problems or areas needing improvement. Efforts will be made to train and counsel the new officer to address shortcomings identified by the Chief. Upon recommendation by the Chief, the Town Manager may demote the employee and return them to the position held prior to promotion. Such demotion based on performance shall not be subject to the grievance provisions of this Agreement.

ARTICLE 9. DISPUTE RESOLUTION

9.1 Grievance Procedure

9.1.1 Purpose & Scope of Grievance Procedure

It is the intent of the Town and the Union to maintain harmonious relations by resolving disputes with all reasonable dispatch. The purpose of the Grievance Procedure is to secure, at the lowest level possible, resolutions to grievances brought forward pursuant to the process. The Town and the Union desire that the procedures shall be as informal as may be appropriate for the grievance involved and at the level involved.

For purposes of this article, a "grievance" shall be defined as a dispute arising as a result of the application or interpretation of one or more express terms of this Agreement. This procedure does not apply to counselings, verbal reprimands, or performance evaluation documents. Furthermore, failure of the Town to appoint an employee in training to regular status shall not be subject to the grievance procedure.

9.1.2 General Provisions & Limitations

Grievances, responses, and other written communications outlined in this procedure may be submitted in hard copy or via email.

Any step may be waived by mutual written agreement by the parties.

Time limits specified in this procedure may be extended, in any particular case, by mutual written consent of the parties. In the event a

relevant individual is absent from the workplace during a period when they are expected to take action relative to the grievance, it is expected that the parties will agree to extend the time limits by a reasonable amount of time corresponding to the absence. If the last calendar day of any grievance procedure time period falls on a weekend or holiday, the time period shall expire on the next regular business day.

An employee may have a union representative present at and participating in any and all stages of the grievance process. Except at arbitration, attorneys are not permitted to attend grievance meetings unless mutually agreed to by the parties.

A grievance shall be deemed waived and settled on the basis of the Town's answer, unless such grievance is submitted to each of the steps within the time limits specified.

9.1.3 Grievance Procedure

Prior to the official filing of a grievance, the grievant(s) is encouraged to make every effort to resolve the matter in a discussion with the Assistant Fire Chief and/ or Fire Chief, and the Union Representative. If the grievant(s) and Union elect to pursue a grievance, the following steps shall be followed:

Step 1 - Fire Chief

Within twenty-eight (28) calendar days of the occurrence of facts giving rise to the grievance or, of the gaining of knowledge of such facts by the affected employee(s), whichever is later, the Union shall submit the grievance in writing to the Fire Chief. The written grievance shall specify the specific section or sections of this Agreement under which the grievance arises as well as the specific provisions of the Agreement that allegedly have been violated, explain the basis of the issue, and identify the specific resolution sought.

Within fourteen (14) calendar days of receiving the grievance, the Chief, or the Chief's designated representative, shall meet with the Grievance Committee to discuss and attempt to adjust the grievance and will provide the Union a written response within 28 calendar days of the date the grievance was filed. If the Chief fails to answer a grievance within the specified time period, it shall be deemed denied; the Union may then advance the grievance to the next step.

Step 2 – Town Manager

If the Union is not satisfied with the Fire Chief's response, the grievance may be brought forward to the Town Manager. Such grievance must be

submitted in writing to the Town Manager within fourteen (14) calendar days after issuance of the Fire Chief's response. The grievance shall include a copy of the document(s) submitted to the Chief and the Chief's response.

The Town Manager may appoint a designee to review the grievance; any such designee shall not be an employee from the Fire Department. Within twenty-one (21) calendar days after receipt of the grievance, the Town Manager (or the Town Manager's designee) will conduct any meetings with the parties and/or otherwise investigate the issue as the Town Manager deems necessary and issue a written decision to the employee within 28 calendar days of the date the grievance was filed. If the Town Manager (or the Town Manager's designee) fails to answer a grievance within the specified time period, it shall be deemed denied; the Union may then advance the grievance to the next step.

Step 3 – Arbitration

If not otherwise excluded from arbitration, grievances not settled in the Steps of the grievance procedure may be moved to arbitration within fourteen (14) calendar days of receiving the answer in Step 2 by submitting written notice to the other party stating the intention to arbitrate. The parties shall mutually attempt to select an arbitrator, provided, however, if the parties are unable to agree upon an arbitrator within seven (7) days following submission, the arbitrator shall be designated by the American Arbitration Association under its current rules and procedures. The fee and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expense of its own representatives and witnesses.

The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator, within the scope of their authority, shall be final and binding upon the parties.

The arbitrator shall only determine issues which are submitted to them by the parties, provided, however, in the event the parties are unable to agree in the framing of the issue(s), the arbitrator shall have that authority within the context of the grievance filed by the Union.

ARTICLE 10. ADVANCED LIFE SUPPORT SERVICES

10.1 Implementation of Article

This Article shall take effect upon the implementation of Advanced Life Support Services by the fire department, utilizing members of the bargaining unit as Emergency Medical Technicians – Intermediate (EMT-I), and/or Emergency Medical Technicians – Paramedic (EMT-P).

10.2 Eligibility

The Town may train existing members of the bargaining unit to deliver these services.

The Chief will have the flexibility to establish the number of personnel trained by the Town to either the EMT-I or EMT-P level.

All members of the bargaining unit shall be eligible to apply for Town offered ALS training.

The Chief will determine which members will be authorized to attend Town offered training.

The number of bargaining unit members in Town supported training at any time cannot exceed the available funding.

10.3 Compensation and Payment for Training: EMT-I

The Town will pay for all books, course fees, materials, and up to two (2) attempts at obtaining certification.

EMT-I shall be compensated as follows:

Members employed as of July 1, 2005, who achieve this EMT-I certification through either a Town sponsored or independent program, shall be eligible to receive a one-time payment of \$5,000.00. The one-time payment is total compensation for time spent outside of the employee's scheduled tours of duty and as total compensation for all travel expenses or any other expenses not appearing in this section.

Employees shall receive this one-time payment upon completion of training and successful certification to EMT-I level by the Massachusetts Office of Emergency Medical Services (OEMS).

Employees who were hired prior to July 1, 2005 who are certified to the EMT-I level, and achieved this certification through an independent program (not Town sponsored), shall receive this stipend at the time when the first bargaining unit employee who was certified through

Town sponsored training receives their payment, or upon the Town's application for licensing to provide ALS services.

Any employee accepting this one-time payment, who leaves the employment of the Town of Concord within three years of receipt of the payment, shall repay a portion of the payment pro-rated at \$1,650.00 per year.

Any employee accepting the one-time payment shall maintain their EMT-I certification for a minimum of one 24-month certification period, at which time the firefighter may opt to not renew their certification as an EMT-I. The employee shall advise the Chief, in writing, of their decision to opt out six months before the certification renewal date. An employee who chooses not to maintain their EMT-I level certification must maintain an EMT-B level of certification through OEMS. An employee who accepts the one-time payment, who maintains their certification beyond the initial 24-month certification period, must maintain their EMT-I certification for the duration of their employment with the Fire Department.

10.4 Compensation and Payment for Training: EMT-P

EMT-P shall be compensated as follows:

Members employed as of July 1, 2005, who achieve this EMT-P certification through either a Town sponsored or independent program, shall be eligible to receive a total payment of \$15,000.00; \$7,500.00 to be paid upon completion of the classroom portion of EMT-P training, and the remaining \$7,500.00 to be paid upon obtaining EMT-P certification by OEMS. The total payment is total compensation for time spent outside of the employee's scheduled tours of duty and as total compensation for all travel expenses or any other expenses not appearing in this section.

Employees who were hired prior to July 1, 2005 who are certified to the EMT-P level, and achieved this certification through an independent program (not Town sponsored), shall receive this stipend at the time when the first bargaining unit employee who was certified through Town sponsored training receives their payments, or upon the Town's application for licensing to provide ALS services.

Any employee accepting this one-time payment, who leaves the employment of the Town of Concord within three years of receipt of the second \$7,500 installment, shall repay a portion of the payment pro-rated at \$5,000.00 per year.

Any employee accepting the one-time payment shall maintain their EMT-P certification for a minimum of one 24-month certification period, at which time the firefighter may opt to not renew their certification as an EMT-P. The employee shall advise the Chief, in writing, of their decision to opt out six months before the certification renewal date. An employee who chooses not to maintain their EMT-P level certification must maintain the EMT-B level of certification through OEMS. An employee who accepts the one-time payment, who maintains their certification beyond the initial 24-month certification period, must maintain their EMT-P certification for the duration of their employment with the Fire Department.

10.5 Effective Date of Base Salary Compensation for EMT-I and EMT-P

Firefighters possessing certification by the OEMS as an EMT-I or EMT-P shall receive the respective base salary for their level of ALS certification at the time of the Town's application to be licensed to provide fire department based ALS services.

10.6 Newly Hired Employees

At its discretion, the Town may include paramedic certification as a requirement for all firefighters hired after July 1, 2005, and if required at the time of employment, maintaining this certification shall be considered a condition of employment.

Upon licensing of the fire department to provide ALS services, paramedic certification shall be mandatory for all new hires and maintaining this certification shall be considered a condition of employment.

10.7 Provision of ALS Services

The Town retains the right to provide ALS services by utilizing non-bargaining unit personnel or by participation in a non-fire department based regional collaborative, and to enter into such ALS back-up agreements as may be required by OEMS.

ARTICLE 11. RESIGNATION OF EMPLOYMENT

11.1 Notice to Town

If an employee intends to end their employment, they are expected to provide at least 2 weeks' notice of their last day of work. If the employee plans on filing for retirement upon the end of their employment, it is recommended that they provide notice and consult with Human Resources at least 60 days prior to the date of the end of

employment to plan for transition of benefits.

An employee who gives the Fire Chief three (3) months' advanced written notice of their resignation or retirement shall receive a one- time payment of \$1,000 via payroll after their last day employed. Such payment shall not be included in the regular rate for overtime purposes.

11.2 Last Day of Service

Except in the case of a documented illness, injury, or other uncontrollable circumstances communicated to the Chief as soon as practicable, the employee is expected to work all of their shifts, without use of leave time, during the last two weeks of employment. The last day on which an employee is actively on duty shall be considered their last day of employment. Any accrued leave that is payable after that date shall not count as service for the purposes of employment and related benefits, but may count as service for the purposes of retirement calculations in accordance with the rules of the Concord Retirement Board.

IN WITNESS THEREOF, this Agreement has been executed this _13th_ day of _January_, 2023.

For the Town:

For the Concord Firefighters Association, Local 1942:

Kerry A. Lafleur
Kerry A. Lafleur (Jan 15, 2023 12:43 EST)

James Foley
James Foley (Jan 17, 2023 07:39 EST)

Kerry A. Lafleur, Town Manager

Appendix A

PAYROLL DEDUCTION AUTHORIZATION

(Union Dues & Initiation Fee OR Voluntary Agency Service Fees)

I authorize the Town of Concord to deduct (check one):

_____ one initiation fee and regular dues

_____ voluntary agency service fees

in the amounts specified by the Union from my regular paycheck and to remit that money to the Concord Firefighters Association, Local 1942 of the International Association of Firefighters.

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:

Routing

This authorization shall be submitted to Human Resources, who will route as follows:

Original: Employee Personnel File

Copies: Finance Administration; Fire Chief; Employee

Appendix B

RESIDENCY

(Per Agreement Section 2.2: No residency requirement in place; reserved for future use)

SALARY SCHEDULES
(Per Agreement Section 3.3)

Effective July 1, 2022

EMT-BASIC LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	69,294	72,525	75,921	79,486
Lieutenant	86,299	90,614		
Captain	98,381	103,300		
EMT-INTERMEDIATE LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	72,759	76,151	79,717	83,460
Lieutenant	90,613	95,144		
Captain	103,299	108,464		
EMT-PARAMEDIC LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	74,838	78,327	81,995	85,845
Lieutenant	93,203	97,863		
Captain	106,251	111,564		

SALARY SCHEDULES
(Per Agreement Section 3.3)

Effective July 1, 2023

EMT-BASIC LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	71,373	74,701	78,199	81,871
Lieutenant	88,889	93,333		
Captain	101,333	106,400		
EMT-INTERMEDIATE LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	74,942	78,436	82,109	85,965
Lieutenant	93,333	98,000		
Captain	106,400	111,720		
EMT-PARAMEDIC LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	77,083	80,677	84,455	88,421
Lieutenant	96,000	100,800		
Captain	109,440	114,912		

SALARY SCHEDULES
(Per Agreement Section 3.3)

Effective July 1, 2024

EMT-BASIC LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	73,514	76,942	80,545	84,327
Lieutenant	91,555	96,133		
Captain	104,373	109,592		
EMT-INTERMEDIATE LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	77,190	80,789	84,572	88,543
Lieutenant	96,132	100,939		
Captain	109,590	115,070		
EMT-PARAMEDIC LEVEL				
<u>Rank:</u>	<u>Steps:</u>			
	A	B	C	D
Firefighter	79,395	83,097	86,989	91,073
Lieutenant	98,879	103,823		
Captain	112,722	118,358		

TOWN OF CONCORD

PAYROLL DEDUCTION AUTHORIZATION

(Reimbursement of Advanced but Unearned Personal Time)

In order to use personal leave in advance of it being earned (per Article 4.4), an employee must submit a signed copy of this standing authorization form.

I, _____ [*print name*], hereby authorize and request the Town of Concord (the “Town”) to deduct from my accrued vacation pay or final paycheck upon my termination from employment for any reason an amount equal to the number of hours of paid personal time that I borrowed from the Town (i.e., that the Town advanced to me that I did not earn) and remains unpaid.

I understand that any such deduction from my final paycheck may not go below the federal minimum wage.

Signature

Date:_____

Witness:

Date:_____

Routing

This standing authorization shall be submitted to Human Resources, who will route as follows:

Original: Employee Personnel File

Copies: Finance Administration; Fire Chief; Employee

Concord Fire Department Physical Fitness Program

MEDICAL CLEARANCE CERTIFICATE

Medical Facility:

Address:

Examining Physician:

Employee Name:

Employer: Town of Concord Massachusetts, Fire Department

I have examined the above employee and have determined that they are medically cleared to participate in the Concord Fire Department’s Physical Fitness Program.

Physician’s Signature

Date

Notice to Physician/Medical Facility:

This is the only document that shall to be provided to the Town of Concord or its designee. A copy of the results of the physical exam shall be provided only to the above named employee. Medical records or any part thereof shall not be transmitted, mailed or conveyed in any way, to any other party, without the permission of and without a signed release from the employee, and shall be subject to all HIPAA regulations.











Fire Contract 7-1-2022 to 6-30-2025 CLEAN FOR FINAL APPROVAL

Final Audit Report

2023-01-17

Created:	2023-01-13
By:	Amy Foley (afoley@concordma.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2V08hIAHv3JB9nC_x2W--tKvZnnBGBmf

"Fire Contract 7-1-2022 to 6-30-2025 CLEAN FOR FINAL APPR OVAL" History

-  Document created by Amy Foley (afoley@concordma.gov)
2023-01-13 - 10:41:03 PM GMT
-  Document emailed to Kerry Lafleur (klafleur@concordma.gov) for signature
2023-01-13 - 10:43:16 PM GMT
-  Email viewed by Kerry Lafleur (klafleur@concordma.gov)
2023-01-15 - 5:42:46 PM GMT
-  Signer Kerry Lafleur (klafleur@concordma.gov) entered name at signing as Kerry A. Lafleur
2023-01-15 - 5:42:59 PM GMT
-  Document e-signed by Kerry A. Lafleur (klafleur@concordma.gov)
Signature Date: 2023-01-15 - 5:43:01 PM GMT - Time Source: server
-  Document emailed to jfoley@concordma.gov for signature
2023-01-15 - 5:43:02 PM GMT
-  Email viewed by jfoley@concordma.gov
2023-01-17 - 0:43:05 AM GMT
-  Signer jfoley@concordma.gov entered name at signing as James Foley
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-  Document e-signed by James Foley (jfoley@concordma.gov)
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