

**Agreement Between
the
Town of Reading
and the
Reading Firefighter's Association**



**Effective: July 1, 2018
Expiring: June 30, 2021**

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PREAMBLE

THIS AGREEMENT entered into this 14th day of March 2019 by and between the Town of Reading, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Select Board, hereinafter called the "Town" or the "Municipal Employer," and Local 1640, International Association of Firefighters AFL-CIO, its officers and members jointly and severally, hereinafter called the "Union".

WHEREAS, under General Laws c. 150E municipal employees are granted the right to bargain collectively with their Municipal Employer; and

WHEREAS, the Municipal Employer desires to cooperate with its employees under the terms of the said enabling legislation;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

Article 1 General Conditions

Section 1.1: Recognition And Description Of Bargaining Unit

The Union as exclusive bargaining agent represents, and the Municipal Employer recognizes its agency for the purposes of collective bargaining relative to wages, hours and conditions of employment in the following employment classification of the Town of Reading Fire Department:

Private	Lieutenant
Day Officer	Captain
Deputy Chief	

and excluding all other employees of the Town of Reading.

Section 1.2: Duration

This Agreement shall continue in effect from July 1, 2018 to and including June 30, 2021 and shall thereafter automatically renew itself for successive terms of one (1) year each unless by December 1, next, prior to the expiration of the contract year involved, either the Municipal Employer or the Union shall have given the other notice of its desire to modify or terminate the Agreement.

Section 1.3: Evergreen Clause

If no agreement is reached by June 30, 2021, the terms of this Agreement shall continue in effect during negotiations thereafter and any successor Agreement shall be retroactive to July 1, 2021, for both the Association and the Town.

Section 1.4: Scope Of Agreement

1.4.1

It is understood and agreed that the provisions of the contract constitute and include the result of all matters that were brought up, or might have been brought up in the course of negotiations by the parties.

1.4.2

It is understood that this Agreement constitutes the entire agreement between the parties hereto and no amendment or modification is authorized unless it is in writing and signed by authorized persons.

1.4.3

The failure of the Municipal Employer or the Union to insist, in any one (1) or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

1.4.4

The Municipal Employer agrees it will not enter into any individual agreement with any firefighter covered by this Agreement relative to matters covered by this Agreement or contrary to it.

1.4.5

The members covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

Section 1.5: Residency

All firefighters must live within a fifteen-mile radius of the Town. Firefighters grand fathered under prior contracts will continue to be grand fathered wherever they may live for as long as they live in that home. The Town Manager may exempt for hardship or other reasons anyone from this Section. Any decision by the Town Manager under this Section may be appealed to the Select Board within ten (10) days, excluding Saturday, Sunday and Holidays.

Section 1.6: Management Rights

The Town shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right to issue reasonable departmental rules and regulations governing the conduct of the various Fire Department operations.

Section 1.7: Grievance Procedures

1.7.1

Grievances are defined as problems arising out of the application by the Town of the express provisions of the Agreement as they might affect a firefighter, or a group of firefighters with the same problem who are covered by this Agreement.

1.7.2

Grievances shall be processed as follows:

Step 1: The Chief shall accept a written statement of the grievance signed by the firefighter and the President of the Union or the representative of its Grievance Committee and meet with the parties' signatory in an effort to settle the grievance.

Step 2: If the grievance is not resolved at Step 1 in fifteen (15) days, the firefighter and the President or representative of the Grievance Committee of the Union may give written notice within a subsequent ten (10) days to the Town Manager reciting the intermediate steps taken and re-submitting a copy of the written statement of the grievance. The Town Manager shall meet with the Union designee and the firefighter to discuss the matter, and within twenty (20) days provide a written response to the Union.

Step 3: If the grievance is not resolved at Step 2 and if the grievance is within the definition of the term as contained in this Agreement it may thereafter be submitted to arbitration within a subsequent fifteen (15) days by written notice to the Town Manager to such effect. If the parties are unable to agree to an arbitrator, the Union may submit the grievance to the American Arbitration Association for proceedings under its procedures or voluntary arbitration rules. The decision of the arbitrator shall be final and binding on both parties.

1.7.3

The expense of such arbitration services shall be shared equally by the Municipal Employer and the Union, except that the cost of its own presentation before the Arbitrator shall be assumed by each party.

1.7.4

A firefighter may waive a complaint under a grievance and shall be deemed to have done so if the action required under Section 1.7.2 shall not have been pursued within the time limits specified therefore for each step under the said Section 1.7.2.

1.7.5

If a firefighter covered by this Agreement shall present any complaint to the Chief or to the Town Manager without representation by the Union, the disposition, if any, of the matter shall be consistent with the provisions of this Agreement, and if the Union shall so desire, it shall be permitted to be heard at each step of the procedure under which the complaint shall be considered.

1.7.6

Written submission of grievances shall be made at Steps No. 1 and No. 2 on forms to be agreed upon jointly. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the form and shall be signed by the firefighter, the Union representative and the Town's representative, reaching the adjustment.

1.7.7

All grievances referred to above must be presented in writing at Step No. 1 within fifteen (15) days of the occurrence or failure of the occurrence, whichever may be the case, of the incident upon which the grievance is based. If it is determined at any time that corrective measures are due a firefighter as a result of the grievance procedure, they shall not be made retroactively operative for more than ten (10) days prior to the date of first presentation.

1.7.8

Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 1.8: No Strike No Lockout

1.8.1

No firefighter covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services. The Town shall not lockout firefighters.

1.8.2

Should any firefighter or group of firefighters covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall disavow forthwith any such action, strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith.

Furthermore, at the request of the Town Manager, the Union shall take all reasonable means to induce such firefighter or group of firefighters to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith and shall in addition post notices to the effect on departmental Bulletin Board or Boards.

1.8.3

In consideration of the performance by the Union of its obligations under Sections 1.8.1 and 1.8.2 of this Section, there shall be no liability on the part of the Union nor its officers or agents for any damages resulting from the unauthorized breach of the Agreements contained in this Section by individual members of the Union.

Section 1.9: Labor Management Meetings

1.9.1

Communications intended for the Municipal Employer will be received by the Town Manager and communications and legal process intended for the Union shall be received by the President of the Union whose name and address will be furnished to the Town Manager.

1.9.2

A copy of all changes in Departmental Rules and Regulations, any special orders issued by the Chief or one deputized to act for him, and copies of all memoranda sent to all members of the Department and training notices will be delivered to the President, whoever he might be from time to time, of Local 1640, International Association of Firefighters.

Section 1.10: Liability Of Parties

Nothing herein contained shall in any way be construed to make the officials of the Town of Reading or of the Union liable personally.

Section 1.11: Severability

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 1.12: Fire Chief

The terms 'Fire Chief' and 'Chief' shall have the meaning of 'Fire Chief or designee', unless otherwise specified.

Article 2 Operation of the Department

Section 2.1: Non-Discrimination

The Town does not discriminate against any person on the basis of race, religion, ethnicity, color, gender, sexual orientation, gender identity, national origin, ancestry, age, marital status, veteran status, or disability, or any other protected status defined by law.

Section 2.2: Conditions Of Employment

2.2.1

The Union recognizes the present existence of a classification plan, and salary grades, its departmental rules and regulations and certain Town bylaws governing the wages, hours and conditions of employment of the firefighters it represents, which documents as presently existing, are incorporated and made a part of this Agreement as though recited herein as full, and they shall be a part of the terms of this Agreement, as they may be amended resulting from collective bargaining or Town Meeting acceptance, subject to such Federal, State and Municipal Bylaws and regulations as are from time to time in full force and effect and are applicable, relative to wages, hours and other conditions of employment, except as hereinafter provided.

2.2.2

It is understood and agreed that the provisions of this Agreement shall supersede any conflicting or inconsistent Town bylaw, rule, regulation or order promulgated by the Reading Fire Department.

2.2.3

The Town agrees not to discharge or discriminate in any way against firefighters covered by this Agreement for union membership or activities. The Union and its agents agree to be responsible for representing the interests of all firefighters in the unit described herein without discrimination and without regard to Union membership.

2.2.4

No firefighter covered by this Agreement shall be required to perform the duties of a Police Officer during his tour of duty. No firefighter shall, in connection with any industrial or labor dispute, perform the duties of a Police Officer or any duties other than those regularly performed by him.

2.2.5

It is understood and agreed that no person covered by this Agreement shall lose the benefit by this Agreement, of allowances and maintenance practices currently enjoyed and not in dispute. In the event of a dispute, the burden to establish the existence of a benefit shall be that of the party asserting the same.

2.2.6

No firefighter covered by this Agreement shall be required to perform duties for or ride in the ambulance of a private transporting service during his or her tour of duty, except for purposes of continuation of patient care as required by O.E.M.S.

Section 2.3: Working Conditions

2.3.1: Hours and Tour of Duty

The average workweek of firefighters of the Town of Reading covered by this Agreement shall not exceed 42.0 hours. The normal tour of duty for firefighters shall be twenty-four (24) hours (7:30 a.m. to 7:30 a.m.) to be divided into a day shift of ten (10) hours (7:30 a.m. to 5:30 p.m.) and a night shift of fourteen (14) hours (5:30 p.m. to 7:30 a.m.). The eight day cycle plan will be used consisting of one (1) twenty four (24) hour tour on, one (1) twenty four (24) hour tour off, one (1) twenty four (24) hour tour on, and the balance of the time off. For purposes of sick leave, personal leave, vacation, holidays, floating holidays and swaps, each twenty four (24) hour tour shall be divided into a day shift and a night shift with no reduction in present benefit computations unless otherwise modified by this agreement.

2.3.2: Working Out of Grade

Any firefighter who works four (4) hours or more at a higher classification when assigned by the Chief or his designee shall be compensated at the wage rate of the higher classification in which such firefighter worked.

2.3.3: Substitution

With the prior approval of the Chief, firefighters covered by this Agreement shall be permitted to substitute or exchange time among themselves in equal rank, at no cost to the Town. If an expense is incurred, the person normally assigned will be responsible to repay the time at the Chief's discretion.

2.3.6: Call Back Service

2.3.6.1

A firefighter covered by this Agreement who is called back to duty and completes a shift of duty shall be paid as follows:

- a. If called back before 12:30 p.m. in the day shift or 12:30 a.m. in the night shift, he shall receive pay for a shift.
- b. If called back after 12:30 p.m. in the day shift or 12:30 a.m. in the night shift, he shall receive an amount equivalent to one-half (0.5x) the full pay for the shift.

2.3.6.2

A firefighter covered by this Agreement who is called back for less than a full shift as a short-term replacement for training, or in the case of a single alarm fire emergency, shall be paid overtime for his hours actually worked with a four (4) hour overtime minimum.

2.3.7: Call Back Policy.

The Town will develop a standardized policy on callbacks subject to agreement of the Town and the Union on the language of the policy.

Section 2.4: Minimum Crew Size

2.4.1

The following minimum crew size provisions shall be effective:

a. Vehicle Assignments.

First Engine Company	3 firefighters
Second Engine Company	2 firefighters
Ladder	2 firefighters
Ambulance	2 firefighters

b. Shift coverage. There shall be no less than ten (10) firefighters working on a shift. Vehicle assignment of the tenth firefighter shall be to one of the vehicles listed in Section 2.4.1a at the discretion of the Chief.

c. Vehicle Response. There shall be no less than four (4) vehicles as manned by the above minimum vehicle and shift requirements in order to provide a response on transmitted boxes or other emergencies. The vehicle response may be modified by the shift commander at any time for the best interest of public safety in the Town and its firefighters.

2.4.2

Uniformed bargaining unit members on duty shall not be assigned by the Chief to fill in for absent civilian dispatchers except for brief breaks or on an emergency basis. It is agreed for purposes of this paragraph that absences caused by vacation leave, sick leave or injury leave shall not constitute "emergencies"; provided, however, that on-duty members may be assigned to fill in where absences have occurred on short notice and the Chief is still in the process of locating an off-duty replacement (dispatcher or firefighter).

Section 2.5: Safety and Health

2.5.1 Safety Committee

2.5.1.1

A committee consisting of the five (5) members of the Union Executive Board shall be instituted and known as the Safety Committee. This Committee shall meet with the Town Manager at any time either party shall request. Prior to meeting with the Town Manager, the Committee shall meet with the Chief to discuss the proposed agenda.

2.5.1.2

The Safety Committee shall have the following responsibilities:

- a. To make recommendations on the health and safety of the officers and firefighters.
- b. To make recommendations as to the need to upgrade or replace any firefighter protective equipment.

2.5.1.3

The intent of this Section is not to undermine the authority of the Chief but to provide an additional avenue of communication between the Union and the Town Manager.

2.5.2 Health

The firefighter will attempt to have, through his/her medical insurance, immunizations, and periodic tests to ensure that immunizations have been effective, for life threatening illness, such as, but not limited to, Hepatitis B. In the event that the cost of these tests cannot be borne by the firefighter's medical insurance, the Town will absorb any reasonable costs and will keep records only to be accessed with prior approval as to who accesses the records and for what purpose

2.5.3 Fitness

The Union agrees to participate with the Town in the formation of a plan for the purpose of establishing minimum standards of medical fitness for firefighters. The Union further agrees to negotiate the implementation of said plan in accordance with the procedures set forth in Chapter 1078, Acts of 1973, as amended. The contract will be opened for this one Section whenever the plan has been formulated.

2.5.4 Injured on Duty

2.5.4.1 A firefighter injured on duty will cooperate and help expedite the accidental disability retirement process, where appropriate.

2.5.4.2 A firefighter injured on duty will be required to refrain from activities that may jeopardize or slow recovery, and will participate in all medically prescribed treatments subject to second opinions.

2.5.4.3 The firefighter will submit periodic medical reports and after one month extended absence, and at the discretion of the Chief, the employee may be required to come to the administrative offices of the department each pay period.

2.5.5 Communicable Diseases

It is the goal of the Town of Reading to adequately protect all of the members of the Fire Department from the risk of transmission of communicable diseases, not only during emergency incidents but also in all work environments. The Town recognizes the potential for exposure of its members to communicable diseases in the performance of their duties. Firefighters will take all reasonable precaution to avoid exposure to infectious diseases. The Town will take reasonable precautions and maintain Injury/Accident Reports on behalf of its firefighters for incidents arising from disease and exposure. The employer shall maintain all such records confidential and shall not disclose or report any of the contents, without the firefighter's express written consent, to any person within or outside the workplace except as required by law. The employer shall maintain these medical records for at least the duration of employment plus 20 years.

Section 2.6: Professional Development

2.6.1 Department Schooling

This provision shall apply to firefighters who undergo schooling or training which in the judgment of the Chief is relevant or necessary to the Fire Department. Firefighters engaged in this training outside their normal work hours shall be compensated at the overtime rate with a two (2) hour minimum. Firefighters may, at the Chief's discretion, choose to receive compensatory time off at time and one-half in lieu of overtime pay for such hours.

2.6.2 Reimbursement For Licenses

2.6.2.1 The Town will reimburse a firefighter for the cost of the HAZMAT endorsement on a CDL license, upon proof of payment by the firefighter of payment of that fee.

2.6.3 Optional Training Time

This provision shall apply to firefighters who voluntarily undergo schooling or training which in the judgment of the Chief is relevant or necessary to the Fire Department. All optional training time shall be at the discretion of the Chief. Upon approval of optional training time by the Chief, the firefighter will be afforded time off from regularly scheduled shifts in order to attend the optional training. If a member taking time off using optional training time creates a hiring situation, the mechanism of payback will be as follows:

- Optional training time owed will be paid back by working overtime hours (without pay) equal to the amount of time owed.
- This will occur with the next overtime shift worked by the firefighter.
- All time must be paid back prior to the end of the fiscal year (June 30th)
- Any balance of optional training time owed will be deducted from the last pay period of the fiscal year at the firefighters rate of time and one half (1.5x) multiplied by hours owed.

Section 2.7: Emergency Medical Services

2.7.1: Definitions

2.7.1.1: E.M.T. Basic

Emergency Medical Technician Basic: Any firefighter covered by this agreement that is certified by the Commonwealth of Massachusetts as an Emergency Medical Technician at the Basic level, as defined in 105 CMR.

2.7.1.2: E.M.T. Advanced

Emergency Medical Technician Intermediate: Any firefighter covered by this agreement who is certified by the Commonwealth of Massachusetts as an Emergency Medical Technician at the Intermediate level, as defined in 105 CMR.

2.7.1.3: E.M.T. Paramedic

Emergency Medical Technician Paramedic: Any firefighter covered by this agreement who is certified by the Commonwealth of Massachusetts as an Emergency Medical Technician at the Paramedic level, as defined in 105 CMR.

2.7.1.4: Assigned E.M.T. Paramedic

Assigned Emergency Medical Technician Paramedic: Any firefighter covered by this agreement, who is certified by the Commonwealth of Massachusetts as an Emergency Medical Technician at the Paramedic level, as defined in 105 CMR, and is assigned to the Class 1 ambulance.

2.7.1.5: Seniority

For the purposes of Section 2.7 seniority is defined as precedence over other of the same rank by reason of a longer span of service. All seniority is based on the date of appointment to the Reading Fire Department.

2.7.2: Staffing

2.7.2.1: BLS Staffing

When a Class I, (II or V) ambulance transports a patient receiving emergency care at the BLS level, such ambulance must be staffed with a minimum of two E.M.T.'s, both of whom shall at a minimum be certified at the E.M.T.-Basic level, as defined in section 3.6.1.

2.7.2.2: ALS Staffing

- a. When a class I, (II, or V) ambulance transports a patient receiving emergency care at the Advanced level of ALS, the ambulance must be staffed with a minimum of two E.M.T.s, at least one of whom is certified at the E.M.T.- Intermediate, or higher level as defined in section 2.7.1
- b. When a Class I, (II, or V) ambulance transports a patient receiving emergency care at the Paramedic level of ALS, the ambulance must be staffed with a minimum of two E.M.T.'s, both of whom are certified at the E.M.T.-Paramedic level as defined in section 2.7.1.

2.7.3: E.M.S. Operations

2.7.3.1: Staffing of ambulance

The Town of Reading operates an Advanced Life Support Program Pursuant to 105 CMR 170 on a 24-hour a day, seven day a week basis.

- a. All firefighters hired after July 1, 2014 are designated as Assigned E.M.T Paramedics in accordance with Section 2.7.1.4.
- b. For firefighters hired prior to July 1, 2014, sixteen (16) firefighters will be designated as Assigned E.M.T. Paramedics in accordance with Section 2.7.3.1.2 and Section 2.7.3.2.3. In the absence of a senior member of the Department accepting an Assigned E.M.T. Paramedic assignment, the junior sixteen (16) E.M.T.-Paramedics based on seniority will be assigned to perform Class 1 ambulance duty.
- c. When the number of Assigned E.M.T. Paramedics is sixteen (16) or more, no work Group will have less than 4 Assigned E.M.T. Paramedics.
- d. All Assigned E.M.T.-Paramedics will be assigned to Class 1 ambulance duty equitably.
- e. When there are Seventeen (17) or more Paramedics available for assignment, an eligible Assigned E.M.T.-Paramedic hired before July 1, 2014 may request to be removed from Assigned E.M.T.-Paramedic status in accordance with Section 2.7.3.1.1.

- f. E. M.T. Paramedics that are no longer on Assigned E.M.T Paramedic status as defined in 2.7.1.4 can be eligible for fill in status for an open shift caused by injury, sickness, or detail on a voluntary basis.

2.7.3.1.1: Removal from Assigned E.M.T.-Paramedic status

Any Assigned E.M.T.-Paramedic hired prior to July 1, 2014 who wishes to be removed from the Assigned E.M.T.-Paramedic group shall notify the Chief of Department in writing. This notification will be at least forty-five (45) days prior to the desired date, except in extenuating circumstances. The Chief of Department will grant the request in accordance with Section 2.7.3.1.2: "Filling Assigned E.M.T. Paramedic Vacancy."

2.7.3.1.2: Filling Assigned E.M.T.-Paramedic Vacancy

The Chief of Department shall post all vacancies in the Assigned E.M.T.-Paramedic group as soon as possible. Any firefighter wishing to become an Assigned E.M.T.-Paramedic shall notify the Chief of Department in writing. Should more persons apply, than openings exist, the senior most qualified E.M.T.-Paramedic, as determined by the Chief of Department, E.M.S. Coordinator, and E.M.S. Liaison shall fill the vacancy.

- a. Any certified E.M.T.-Paramedic applying to fill a vacancy shall fill that vacancy for a minimum of one consecutive year.
- b. In the event the vacancy cannot be filled voluntarily, the Chief of Department, E.M.S. Coordinator and E.M.S. Liaison shall assign a person junior in seniority to the person vacating the position. Should no such firefighter exist, the firefighter requesting to be removed from Assigned E.M.T.-Paramedic status will be denied.

2.7.3.2: E.M.T.-Certification

2.7.3.2.1: Additional Certifications

All firefighters covered by this agreement are required to become defibrillator trained and certified. All firefighters covered by this agreement and who are trained to at least the E.M.T. Basic Level and above are required to become Epi-Pen and Assisted Medication trained and certified.

2.7.3.2.2: E.M.T.- Basic Certification

Firefighters hired on or after May 23, 1985 may be required as a condition of continued employment to obtain and maintain E.M.T.-Basic certification even if they were not E.M.T.-B certified on their date of hire.

2.7.3.2.3: E.M.T.-Paramedic Certification

All Firefighters hired on or after April 1, 2003 are required as a condition of continued employment to obtain and maintain E.M.T.-Paramedic certification for the duration of their career. This is required even if the firefighter is not E.M.T.-Paramedic certified on the date of hire.

- a. All firefighters hired on or after April 1, 2003 will be eligible for Assigned E.M.T.- Paramedic duty. All firefighters hired from a Civil Service E.M.T.-Paramedic Selective Certification List may be required to perform as an Assigned E.M.T.-Paramedic.

- b. All firefighters hired after April 1, 2003 who are not E.M.T.-Paramedic certified will be required to enroll in, complete, and successfully obtain E.M.T.-Paramedic Certification from a Massachusetts accredited Paramedic Training Program approved by the Chief of Department, E.M.S Coordinator, and E.M.S. Liaison. Enrollment shall be within two-years of the date of appointment to the Department. The Town reserves the right to extend the enrollment period in extenuating circumstances.
- c. The Town will pay for all required costs, fees, and training materials at 100%, including, but not limited to: Tuition, books, uniforms, lab materials, and clinical internship costs. In lieu of overtime and travel expenses Department Members will be compensated according to Schedule 1.

2.7.3.3: E.M.T. Training of Department Members

2.7.3.3.1: Firefighter Training

E.M.T.-Paramedics will perform all of the regular and traditional required duties of a Firefighter. All E.M.T.-Paramedics shall receive appropriate training in Firefighting and personal safety procedures.

2.7.3.3.2 ALS Schooling

The Town will train not more than one (1) member of the Department to the E.M.T.-Paramedic level every other fiscal year. This is a voluntary training program that is subject to.

- a. Firefighters who wish to become trained to the E.M.T.-Paramedic level shall notify the Chief of Department in writing prior to October 1st to be considered for the next eligible fiscal year.
- b. The Chief of Department, E.M.S. Coordinator and E.M.S. Liaison will choose from those candidates one member every other year to participate in the E.M.T.-Paramedic training program.
- c. The candidate selected will attend a Massachusetts accredited training program approved by the Chief of Department.
- d. Firefighters attending Paramedic School per Section 2.7.3.3 "E.M.T. Training of Department Members" shall receive a one-time only educational incentive payment of \$7,000.00. This incentive is to be paid in lieu of weekly overtime and travel expenses.
- e. The educational incentive payment shall be distributed as shown in Schedule 1.

Schedule 1

The Paramedic candidate shall receive \$3,500.00 upon successful completion of half of the required training program, as determined by the Chief of Department, E.M.S Coordinator and E.M.S Liaison;

The Paramedic candidate shall receive a second \$3,500.00 upon successful completion of the required training program and obtaining E.M.T.-Paramedic Certification in the state of Massachusetts.

- f. The Town will pay for all required costs, fees, and training materials at 100%, including, but not limited to: Tuition, books, uniforms, lab materials, and clinical internship costs.

- g. When the firefighter's regularly schedule shift conflicts with the training program requirements the firefighter will be granted time off from duty to attend training, at no cost to the firefighter.
- h. Upon successful completion of the required training, the firefighter will perform Assigned E.M.T.-Paramedic duties for a minimum of three (3) consecutive years.
- i. All firefighters trained under this section are required to maintain their E.M.T.-Paramedic certification for the remainder of their career.

2.7.3.4: E.M.T. Continuing Education and Re-certification of Department Members

Firefighters are responsible for maintaining and re-certifying their E.M.T. Basic certification, E.M.T. Intermediate Certification and E.M.T. Paramedic Certification all pursuant to 105 CMR:

- a. The E.M.S Coordinator with the approval of the Chief of Department will develop a training program and the Town will pay all the associated costs pertaining to the continuing education requirements of the respective certification levels.
- b. Firefighters are required to participate in E.M.S. training programs offered by the Town. Firefighters will be allowed to attend outside E.M.S. training classes at the discretion of the Chief of Department and E.M.S Coordinator.
- c. For a firefighter who is required to maintain their certification and due to unusual circumstances is no longer certified, the Town may permit the firefighter to re-certify. This re-certification will occur on the firefighter's own time and expense.

2.7.3.5: Emergency Medical Services Coordinator

The position of Emergency Medical Services (EMS) Coordinator is established. The job description is developed by the Chief of Department and approved by the Town Manager. The EMS Coordinator shall receive a percentage of their applicable Base Pay determined by Schedule 5. This percentage will be added annually to the Base Pay as determined by Section 4.1.1 in addition to any other E.M.T. stipend.

2.7.3.6: Emergency Medical Services Liaison

The position of Emergency Medical Services (EMS) Liaison is established. The job description is developed by the Chief of Department, EMS Coordinator and approved by the Town Manager. The E.M.S Liaison shall receive a percentage of the applicable Base Pay as determined by Schedule 5. This percentage will be added annually to the Base Pay as determined by Section 4.1.1 and will be paid in addition to any other E.M.T. stipend.

2.7.3.7: E.M.S. Instructors

2.7.3.7.1: E.M.T. Instructor

Any firefighter may on their own time and at their own expense, become trained as an E.M.T. instructor. The E.M.S Coordinator will assign instructors on an as needed basis for the Department on a rotating basis among all the available department E.M.T. instructors.

2.7.3.7.2: C.P.R. Instructor

As many firefighters of the Department as are interested, but with a goal of at least four, may be trained as CPR and First Responder instructors. This training

will take place on Town time and at Town expense. The intent of this program is to be able to conduct CPR and First Responder training within the four groups on an on-duty basis without generating overtime. CPR and First Responder trainers will also be recommended by the E.M.S Coordinator for any outside work as such outside work becomes known to the E.M.S Coordinator.

2.7.3.8: Job Title and Rank

All firefighters covered by the collective bargaining agreement are identified by their respective title: Deputy Chief, Captain, Day Officer, Lieutenant and Private. The level of Emergency Medical Technician certification or assignment does not change the firefighter's job title or rank within the Department.

- a. In the event of a reduction of staffing, the Town of Reading acknowledges the obligation of the requirement to comply with Massachusetts General Law Chapter 31, Section 39. Therefore, firefighters senior in length of service, computed in accordance with Massachusetts General Law Chapter 31, Section 33 shall be retained the longest and reinstated first.

Section 2.8: Discipline And Discharge

Firefighters who have completed their probationary period shall not be disciplined or discharged without just cause.

Section 2.9: Day Officer

2.9.1: Establishment

The position of Day Officer is established. For the purposes of this section the Day Officer's position shall be a firefighter with the rank of Lieutenant Captain or Deputy Chief. Duties of the Day officer may be performed by an Assistant Chief. The following provisions apply to the Day Officer's position only.

2.9.2: Schedule

The workweek for the Day Officer will consist of 40 hours per week. The normal tour of duty will be set by the Chief and will begin no earlier than 7:30 a.m. on Monday and end no later than 5:30 p.m. Friday. The Chief may modify this schedule to accommodate a project.

2.9.3: Vacation

Vacation time will accrue as indicated in Section 4.2 of the collective bargaining agreement. Each "week" of vacation time for the Day Officer will equal 40 hours off with pay. The difference between this schedule and the schedule for other fire fighters will be prorated during the calendar year based on the amount of the year the firefighter is in the Day Officer position.

2.9.4: Sick Time

The Day Officer will accrue ten (10) hours of sick leave per month. The total accumulation for the year will be 120 hours of sick time. In the event the Day Officer is assigned to a group (other than on overtime), sick time will accrue and be charged for use as any other member.

2.9.5: Holidays

Effective January 1, 2015, if a holiday listed in Section 4.1 falls on the Day Officer's regularly scheduled work day then the Day Officer will receive the normal tour of duty off. Holiday Pay will be as determined by Article 3.

2.9.6: Overtime Eligibility

The Day Officer is eligible to work an overtime shift when not regularly assigned for duty as the Day Officer, and will be subject to a hold over when it will not interfere with a regularly assigned Day Officer shift.

2.9.7: Counted as Shift Strength

The Day Officer (Lieutenant, Captain or Deputy Chief) will be considered part of the minimum crew size when serving as the Day Officer in accordance with Section 2.4 Minimum Crew Size. The Day Officer will count as shift strength for up to forty (40) hours per week, Monday through Friday from 7:30 a.m. to 5:30 p.m. However, the Day Officer's duties will be assigned by the Chief without restriction. The Day Officer will be considered as part of the minimum crew size when working overtime, swapping time or if the Chief reassigns the Officer to a Group.

The Day Officer will not be reassigned to a Group unless the Chief determines that the fiscal constraints of the Fire Department's budget require the reassignment, and there is no alternative other than to breach Section 2.4 Minimum Crew Size. The Chief will determine if the Day Officer needs to be reassigned based upon an analysis of the budget and a projection of the funds needed to complete the year. If the Chief determines there is not sufficient funds to complete the remainder of the fiscal year the Day Officer may be reassigned to a specific Group to provide coverage for an Officer who is projected to be out for no less than eight (8) tours, due to illness or injury. The Union will be consulted prior to any such reassignment, and the reassignment will be for the minimum period of time needed to cover for the absent Officer.

2.9.8: Compensatory Time

The Day Officer will be eligible for compensatory time on the same basis as any other firefighter.

2.9.9: Filling of the Position

In the event the Day Officer's position is vacant or the incumbent requests a reassignment to a Group, the position will be posted by the Chief. The manner of selection of the firefighter will be at the discretion of the Chief.

2.9.9.1 In the absence of an Officer applying for a vacant Day Officer position, the most junior Lieutenant or most junior Captain at the Chief's discretion will fill the vacant position.

2.9.9.2 In the event an Officer filling the Day Officer position desires to be reassigned from that position to a Group, the Chief will post the Day Officer position. If there is no Officer who applies to fill the position, Section 2.9.9.1 will be used.

2.9.10: Major Incidents

The Day Officer will respond to all major incidents to assist with the command functions of the incident or perform any other duty as assigned by the Incident Commander.

2.9.11: Compensation

The Day Officer will be compensated at the appropriate rate, determined by the time in grade as identified in Article 3 of the Collective Bargaining Agreement. The Day Officer is eligible for all other pay incentives as any other bargaining unit member.

The Day Officer will receive, in addition to his regular compensation, a stipend in the amount of 4.75% of Base Pay as detailed in Article 3.

2.9.12: Professional Qualifications

The Day Officer will become certified as Fire Prevention Officer 1 by the Massachusetts Department of Fires Services within two years of assignment to the position and maintain certification while in the position. At the discretion of the Chief additional time may be granted to achieve certification.

2.9.13: Change of Day Officer

Once appointed, the Day Officer will serve in the position at the pleasure of the Chief. If the Chief desires to change the employee who is serving as Day Officer he may reassign the employee to a Group and fill the position as indicated in Section 2.9.9.

Section 2.11: Personal Property

The Town shall compensate firefighters for the loss of personal property (glasses, artificial teeth, watches, etc.) damaged in the course of employment. Firefighters will use all reasonable precautions to prevent loss of personal property which is usual and necessary for the job. Such measures shall include the removal of personal property if the work could reasonably be likely to cause damage or loss, and the use or wearing of personal property that is appropriate to the job.

Article 3 Compensation

Section 3.1 Definitions

3.1.1 Base Pay

Amounts as set forth below in Schedule 2 for Privates and in Schedule 3 for Officers.

3.1.2 Premium Pay

Each Premium Pay amount is calculated on Base Pay. In most cases the Base Pay used is that of the individual, but effective January 1, 2015 certain calculations for Officers' Premium Pay use Private Step 4 Base Pay. Each Premium Pay amount is calculated independently of other Premium Pay amounts.

3.1.3 Base Pay with Premiums

Amount is calculated by adding the Base Pay in 3.1.1 together with all applicable Premium Pay amounts in 3.1.2.

3.1.4 Additional Pay

Each Additional Pay (Night Shift Differential and Holiday) amount is calculated on Base Pay with Premiums.

3.1.5 Lump Sum Pay

Other types of pay that stand alone in their calculation, and are not used as the basis for any of the pay mentioned above.

Section 3.2: Base Pay

Schedule 2	7/1/18	7/1/19	7/1/20
Pvt. Entrance	\$53,691	\$54,497	\$55,314
Pvt. Step 1	56,510	57,358	58,218
Pvt. Step 2	59,477	60,369	61,275
Pvt. Step 3	62,599	63,538	64,491
Pvt. Step 4	65,886	66,874	67,877
Pvt. Step 5	67,862	68,880	69,913

Privates will be hired at the Pvt. Entrance Step. Movement to Pvt. Step 1 will be on July 1st of the following calendar year.

Privates will move up one additional step on each subsequent July 1st until reaching Pvt. Step 4. Effective July 1, 2016 Privates will move from Pvt. Step 4 to Pvt. Step 5 on July 1st during the calendar year when they reach their 20th year of service. Pvt. Step 5 equals Pvt. Step 4 + 3%. All steps must be completed before moving to a higher step.

The following salary **Schedule 3** applies to all Officers:

Schedule 3	7/1/18	7/1/19	7/1/20
Lt. Step 1	\$75,768	\$76,904	\$78,058
Lt. Step 2	76,427	77,573	78,737
Lt. Step 3	77,085	78,242	79,415
Lt. Step 4	78,627	79,807	81,004
Cpt. Step 1	\$88,648	\$89,977	\$91,327
Cpt. Step 2	89,419	90,760	92,122
Cpt. Step 3	90,190	91,543	92,916
Cpt. Step 4	91,994	93,373	94,774

Lieutenant Base Pay is calculated as Private Step 4 Base Pay plus the following percentages: Lt. Step 1 (15%); Lt. Step 2 (16%); Lt. Step 3 (17%). Effective July 1, 2016 Lt. Step 4 is Lt. Step 3 plus 2%.

Captain Base Pay is calculated as the Lt. Step 3 Base Pay as figured above plus the following percentages: Cpt. Step 1 (15%); Cpt. Step 2 (16%); Cpt. Step 3 (17%). Effective July 1, 2016 Cpt. Step 4 is Cpt. Step 3 plus 2%.

Lieutenants and Captains will begin at Step 1 upon promotion. Movement to Step 2 will be on July 1st of the following calendar year. Lieutenants and Captains will progress up one additional step on each subsequent July 1st until reaching Step 3.

Effective July 1, 2016 Lieutenants and Captains will move from Step 3 to Step 4 on July 1st during the calendar year when they reach their 10th year as an Officer in the department. All steps must be completed before moving to a higher step.

Section 3.3: Overtime Pay

The overtime rate is calculated as 1.5 x Base Pay with Premiums plus Night Shift Differential. Note that Holiday Pay is not included in this calculation.

3.3.4: Overtime Service

- a. A firefighter covered by this Agreement shall be paid overtime at the rate of one and one-half times (1.5x) his Base Pay with Premiums plus Night Shift Differential for the number of hours worked in excess of his weekly tour of duty in any given week.
- b. Only time actually worked during the standard workweek shall be used in the computation of overtime.
- c. Two (2) or more types of overtime or premium pay (i.e., overtime, out of classification, Working Holiday Pay) provided for by any provision of this Agreement shall be applied to the same hours worked.
- d. A firefighter's entitlement to overtime following the normal termination of a regular tour of duty shall be computed to the nearest five (5) minutes after such overtime work has ended.

- e. Multiple alarm overtime shall be paid at the rate of pay for the time worked with a minimum of four (4) hours pay to firefighters reporting within one (1) hour of the alarm to the Central Station.

Section 3.4: Longevity

3.4.1

Longevity will not be available to any firefighter hired in the Fire Department after July 1, 1995.

3.4.2

All service with the Town shall be credited towards the computation of continuous service.

3.4.3

Prior to July 1, 2016, members eligible for longevity shall choose to

- (1) continue to receive Longevity Pay (3.4.4), or
- (2) be eligible for Private Step 5 or Officer Step 4, whichever applies.

If eligible members do not make a choice in writing by July 1, 2016, then a default selection of choice (2) was deemed to have been made.

3.4.4: Longevity Premium Pay

Firefighters eligible for longevity will receive, in addition to their regular pay, Longevity Pay in accordance with the following schedule; but those who receive Educational Premium Pay in accordance with Section 3.5 will receive the greater of Longevity Pay or Educational Premium Pay, but will not receive both. The following percentages will be added to the applicable Base Pay:

Years of Service	
20	4.2%
25	5.7%
30	6.2%

Section 3.5: Educational Incentives

3.5.1

The following Educational Incentives will be available to firefighters enrolled in a degree program of fire science, paramedic science, emergency medical science, nursing, or other degree program related to the fire service as approved by the Fire Chief, offered by a college or university that is accredited by a regional or national accrediting agency recognized by the U.S. Department of Education (USDE).

3.5.2: One-Half of Associate's Degree

Additional Educational Premium Pay as described in 3.5.8 of the applicable Base Pay in Section 3.1 will be added to the Base Pay annually of any firefighter who

- (1) has satisfactorily completed as of September 1 one-half the required hours of instruction for an Associate's Degree in fire science, paramedic science, emergency medical science, nursing, or other degree program related to the fire service as approved by the Fire Chief; offered by a college or university that is accredited by a regional or national accrediting agency recognized by the U.S. Department of Education (USDE); and

(2) has satisfactorily completed as of September 1 at least six credits since the prior September 1. Failure to meet both requirements shall result in nonpayment or loss of this benefit. Compliance with these requirements on September 1 after a year in which this benefit has been lost will result in resumption of this benefit.

3.5.3: Associate's Degree

Additional Educational Premium Pay as described in 3.5.8 of the applicable Base Pay in Section 3.1 will be added to the Base Pay annually of any firefighter who has earned and been awarded by September 1, an Associate's Degree in fire science paramedic science, emergency medical science, nursing, or other degree program related to the fire service as approved by the Fire Chief, offered by a college or university that is accredited by a regional or national accrediting agency recognized by the U.S. Department of Education (USDE) or equivalent course credits.

3.5.4

Any firefighter who successfully completes one half (1/2) of the required credit hours for an Associate's Degree in any of the programs described in Section 3.5.1 shall receive an annual stipend of \$25 per credit for credits received during that year (the aforementioned year will run from September 1 to August 30). This payment will only be made contingent upon the successful completion of at least six (6) credits (with a grade no lower than a C) toward the degree in the prior school year. For administrative purposes, a copy of the grade report will be submitted to the Chief at the completion of each term. The firefighter shall be eligible for this payment up to the successful completion of a Bachelor's Degree program as described in Section 3.5.1 of this Section. Once this payment has been lost due to non-enrollment in a degree program, the only way in which it may be resumed is by compliance with the prior requirements on September 1 of any subsequent year.

3.5.5: Bachelor's Degree

Additional Educational Premium Pay as described in 3.5.8 of the applicable Base Pay in Section 3.1 will be added to the Base Pay annually of any firefighter who has earned and been awarded by September 1, a Bachelor's Degree in fire science, paramedic science, emergency medical science, nursing, or other degree program related to the fire service as approved by the Fire Chief, offered by a college or university that is accredited by a regional or national accrediting agency recognized by the U.S. Department of Education (USDE).

3.5.6: Master's Degree

Additional Educational Premium Pay as described in 3.5.8 of the applicable Base Pay in Section 3.1 will be added to the Base Pay annually of any firefighter who has earned and been awarded by September 1, a Master's Degree in fire science, paramedic science, emergency medical science, nursing, or other degree program related to the fire service as approved by the Fire Chief, offered by a college or university that is accredited by a regional or national accrediting agency recognized by the U.S. Department of Education (USDE).

3.5.7

The department reserves the right to require firefighters who are receiving educational assistance to perform job-related work for which their advanced education qualifies

them, in the judgment of the Chief, whether or not such work is considered part of the regular duty of a firefighter.

3.5.8 Educational Premium Pay

Effective January 1, 2016 all Privates, and Officers in either Officer's rank, will receive Educational Premium Pay to be added to Base Pay as follows:

1/2 Associates	1.3%
Associates	5.0%
Bachelors	10.0%
Masters	15.0%

All Privates promoted to the rank of Officer after December 31, 2015 will receive Educational Premium Pay to be added to Base Pay as follows:

1/2 Associates	1.3% of Pvt. Step 4
Associates	5.0% of Pvt. Step 4
Bachelors	10.0% of Pvt. Step 4
Masters	15.0% of Pvt. Step 4

Section 3.6 E.M.S. Premium Pay

Effective January 1, 2016 all Privates, and all Officers already in either Officer's rank, will receive E.M.S. Premium Pay to be added to Base Pay as follows:

Schedule 4

E.M.T.-Basic	5.0%
E.M.T.-Advanced	6.0%
E.M.T.-Paramedic	11.0%
E.M.S Coordinator	8.0%
E.M.S Liaison	3.0%

All Privates promoted to the rank of Officer after December 31, 2015 will receive E.M.S. Premium Pay to be added to Base Pay as follows:

Schedule 5

E.M.T.-Basic	5.0% of Pvt. Step 4
E.M.T.-Advanced	6.0% of Pvt. Step 4
E.M.T.-Paramedic	11.0% of Pvt. Step 4
E.M.S Coordinator	8.0% of Pvt. Step 4
E.M.S Liaison	3.0% of Pvt. Step 4

Section 3.7 Night Shift Differential

Effective July 1, 2015 a Night Shift Differential shall be paid to all firefighters at the rate of 3.25% of Base Pay with Premiums.

Section 3.8: Holiday Additional Pay

3.8.1

Effective January 1, 2015 a distinction shall be made, dividing Holiday Additional Pay into two parts: Holiday Pay and Working Holiday Pay.

3.8.1.1

Holiday Pay shall be paid to all firefighters at the rate of 5.25% of Base Pay with Premiums. This pay shall be added to biweekly pay only for purposes of smoothing out the payments. Note that this pay shall not be considered a part of Base Pay with Premiums for purposes of Overtime or other calculations.

3.8.1.2

Firefighters who work on a holiday as defined in Article 4 shall receive Working Holiday Pay, which shall be a 50% increase in the hourly rate (Base Pay with Premiums plus Night Shift Differential). Working Holiday Pay will be paid for hours worked for scheduled shifts, time swaps, and short time overtime. Working Holiday Pay will not be paid for call back and late calls.

Section 3.9 Details

From time to time, the Chief may determine that it is necessary to assign fire details. If needed the Chief will assign them and they will be for a four (4) hour minimum at the rate of time and one half (1.5x). Any firefighter working a non-Town detail shall be compensated a minimum of four (4) hours; details over four (4), but less than eight (8) hours, shall be compensated for eight (8) hours. Any more than eight (8) hours shall be compensated for actual time worked at the rate of time and one half (1.5x). The Fire Chief shall determine what constitutes a non-Town detail.

Section 3.10: Clothing Allowance

3.10.1

The work clothing allowance for uniformed members of the Fire Department in the firefighting force shall be as follows:

7/1/18 \$675

Such allowance shall be accumulated without limit. All protective clothing such as, but not limited to, helmets, turnout coats, night hitches, boots, and gloves shall be issued upon employment. This gear shall be inspected periodically and repaired or replaced at Town expense. The Town agrees that new issue or replacement gear shall be OSHA, NIOSH or NFPA approved. Each new firefighter will receive a clothing allowance prorated from the date of appointment to June 30.

3.10.2

The Town and the Union shall jointly establish a clothing standard whereupon the Town shall bid clothing or handle the purchase of clothing through the Metro Fire bid. The cost of clothing shall continue to be taken out of the clothing allowance.

3.10.3

The Chief may deny the use of the clothing allowance when a firefighter is within 6 months of retirement, or when a firefighter is on extended leave for 6 months or more.

3.10.4: Issuance of New Firefighters Uniforms

New firefighters appointed as firefighters shall, upon appointment, receive initial uniforms at no charge to their clothing allowance consisting of:

- 4 pairs of pants
- 4 uniform shirts appropriate to the season of the year when hired
- 1 pair of shoes or boots
- 1 NFPA approved flashlight
- 1 complete Class A uniform
- 1 jacket appropriate to the season of the year when hired.

3.10.5: Damage to Uniforms

If during the course of duty, damage occurs to an article of clothing or required equipment, or an article of clothing or required equipment is destroyed, then said item shall be replaced or repaired by the Department at no cost to the firefighter; nor shall the firefighter's uniform allowance be charged for such repair or replacement. The firefighters will use reasonable precautions to prevent damage to uniforms or equipment. Nothing in this section shall be interpreted to require the Town to replace or repair uniforms or equipment because of "wear and tear".

3.10.6: Payment in lieu of taxes on clothing allowance

Effective on July 1, 2015, each member of the union will receive \$200 annually during the month of July as a payment to offset the firefighter's tax liability due to the taxability of certain clothing allowance used.

Section 3.11: Pay Calculation

Firefighters shall be paid on a biweekly basis.

The firefighter's Base Pay with Premiums shall consist of the Base Pay plus any additional premium pay. Pay is calculated by separately multiplying the appropriate annual Base Pay of the firefighter per this Article by the appropriate percentage of each applicable premium pay.

All premium pay is then added to the Base Pay to form the Base Pay with Premiums. For example:

Pay Calculation Method	
Base pay (Article 3.2 – Step 4)	\$65,886.00
<i>Premiums:</i>	
EMS Premium Pay (Article 3.6 - Paramedic 11%)	\$7,247.46
Education Premium Pay (Article 3.5) Bachelor's Degree 10%	\$6,588.60
Other Premium (Day Officer, EMS Coordinator etc.)	\$0.00
Longevity (Article 3.4)	\$0.00
Base Pay with Premiums	\$79,722.06
<i>Additional Pay</i>	
Night Shift Differential (Article 3.7) 3.25%	\$2,590.97
Holiday Additional Pay (Article 3.8) 5.25%	\$4,185.41
Total Base Pay	\$86,498.44
Bi-Weekly Pay (Total Base Pay/26)	\$3,326.86
Bi-Weekly Hourly Rate (Bi-Weekly Pay/84)	\$39.61
Overtime Rate Calculation (Article 3.3):	
(Base Pay with Premiums + Night Shift)/26/84*1.5	\$56.53
Working Holiday Rate Per Hour (Article 3.8)	
(Base Pay with Premiums + Night Shift)/26/84*0.5	\$18.84

Article 4 Time Off Benefits

Section 4.1: Holidays

4.1.1.

The following holidays shall be paid holidays for all firefighters covered by this Agreement. Holidays will be celebrated either on the stated dates, the federally designated date ("fdd") or the state designated date ("sdd"). Holidays shall be considered to be the twenty-four hour period starting at 7:30am on the designated date as shown below:

New Year's Day (Jan. 1); Martin Luther King Day (fdd); Presidents Day (fdd); Patriots' Day (sdd); Memorial Day (fdd); Independence Day (July 4); Labor Day (fdd); Columbus Day (fdd); Veterans' Day (Nov. 11); Thanksgiving Day (4th Thursday in November); and Christmas Day (December 25).

4.1.2.

A "Floating Holiday" is a shift off to be taken at the firefighter's discretion with the prior approval of the Chief. All firefighters will be given a total of two (2) floating holidays per calendar year.

Section 4.2: Vacations

- a. Section IIIA, Chapter 41, of the General Laws shall apply for the minimum two-(2) weeks of vacation.
- b. Section IIID, Chapter 41 of the General Laws shall apply for three (3) and four (4) weeks of vacation.
- c. All vacation periods shall be eight (8) days beginning from the start of the first scheduled day shift of duty.
- d. Vacation leave may be taken in single shift increments with the consent of the Chief.
- e. Selection of an entire week of vacation shall have priority over the selection of less than an entire week. To exercise this priority, the priority vacation must be selected more than seven (7) days before the first day of the scheduled vacation over which priority is asserted.
- f. Vacation carry-over to the next year of up to one-half of accrued vacation, but not exceeding two (2) weeks may be permitted. Such requests may or may not be honored at the Chief's discretion.
- g. The vacation year begins January 1 of each year, and vacations for that year will be advanced to the firefighter. Any firefighter who leaves the employ of the Town during the calendar year shall have available vacation pro-rated for the year and any necessary adjustments to final pay will be made. Firefighters who are retiring who give at least six (6) months' notice of retirement will be entitled to the full year's paid vacation including carryover time without pro-ration.
- h. Effective January 1, 2011 a fifth week of vacation will be granted on January 1 of the year in which the firefighter completes 20 years of employment.
- i. Eight (8) individual shifts of up to ninety-six (96) hours may be taken in hourly increments. The minimum amount of hourly vacation to be taken at any one time is four (4) hours. Hourly vacation time cannot begin or end between the hours of 23:01 and 07:29. Under no circumstances shall this provision cause the Town to incur any expense over and above that already allowed by contract (i.e., no more

than two firefighters on vacation at one time). In the event that an hourly vacation choice causes the hiring of a replacement, that replacement shall be paid at the overtime rate for hours actually worked with a four-hour minimum. In the event that an hourly vacation choice causes the need to hire a replacement and a replacement cannot be found, the vacation shall not be allowed, with the exception of hourly vacation used for a full day shift (07:30 – 17:30) or full night shift (17:30 – 07:30).

- j. No increment under four (4) hours of hourly vacation time shall be carried over or added to any other type of vacation time.
- k. At least two firefighters shall be allowed to be on vacation during the same tour of duty. The Chief shall have the right to restrict the vacation choice of firefighters beyond two people.
- l. Firefighters may buy back one week of vacation (48 hours) at straight time provided the firefighter has used less than 5 days of sick time (includes family sick) during the previous calendar year. Firefighters may buy back up to two weeks (96 hours) of vacation at straight time provided the firefighter has used less than 5 days of sick time (includes family sick) in the previous two calendar years. Requests shall be made to the Chief of the Department in writing by December 1st. Eligibility will be determined in early January based upon the restrictions above and payments will be made on or before February 1st. Payment will include Base Pay with Premiums plus any other additional pay as defined in Section 4.
- m. The Town of Reading shall buy back any accrued vacation in excess of the allowed vacation carryover specified in Section 2.1 for firefighters who are receiving M.G.L Chapter 111F benefits. This buy back is mandatory for both parties, and will occur in January and July as required. Such vacation time will be bought back at straight time, and shall include Base Pay with Premiums plus any other additional pay as defined in Article 3.

Section 4.3: Sick Leave

Firefighters hired prior to 7-1-88 have chosen between annual sick leave buy-back (4.3.1), or a program of sick leave buy-back at retirement (4.3.2).

Firefighters hired between 7-1-88 and 7-9-07 are required to go on the annual sick leave buy-back program (4.3.1).

Firefighters hired after 7-9-07 are not eligible for sick leave buy-back.

Sick leave shall accumulate in a Firefighter's personal sick bank at the rate of 1.0 days (12 hours) per month.

4.3.1: Annual Sick Leave Buy Back

The following are the details of the annual sick leave buy-back program:

- a. Sick leave shall accumulate at the rate 1.0 days (12 hours) per month.
- b. For firefighters that qualify for this section, annual sick leave buy back is to be paid for actual time; i.e., if 6.5 sick days were used and 8.5 days were available for buy back, the Town would buy back 8.5 days at 6 hours pay per day. To receive the annual buy back, the firefighter must maintain a minimum 100-day personal sick bank. Pay for annual sick leave buy back is based on the Base Pay as defined in 3.1.1.

- c. If the firefighter intends to buy back unused sick leave for the next fiscal year, he must let the Chief know by December 31 of previous year (i.e., 12-31-88 for FY '90). The firefighter is not obligated to buy back sick leave each year -- he may add to his personal sick bank, but buy back is only for the current year.
- d. There will be no retirement buy back of the personal sick bank.
- e. All sick leave will be charged to the personal sick bank.

4.3.2: Retirement Sick Leave Buy Back

- a. Sick leave shall accumulate at the rate of 1.0 days (12 hours) per month.
- b. There will be unlimited accumulation of sick leave in the personal sick bank.
- c. Upon retirement or death, each firefighter that qualifies for this section, or his estate in case of death, shall be compensated for each day of unused accumulated sick leave, up to 100 days, at the rate of six (6) hours for each such day times his hourly wage rate at the time of such retirement or death.

4.3.3: Family Illness

Up to five (5) days of accrued sick leave, not covered under the Family and Medical Leave Act, may be used by a firefighter to attend to a spouse, parent or child, or someone who lives in the same household as the firefighter, and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year. The Town Manager may extend the sick leave used in this manner beyond what is permitted. This extension of the leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

4.3.4: Record of Sick Leave

- a. Firefighters whose services are otherwise terminated for any reason shall not be entitled to compensation in lieu of sick leave not taken.
- b. A complete and accurate record shall be maintained of each firefighter covered by this Agreement setting forth the dates used from his sick leave and the number of his amount of sick leave days remaining. Such record shall be available for inspection by each individual upon reasonable request.

4.3.5: Firefighter Sick Leave Bank (FSLB)

- a. A "Firefighter Sick Leave Bank" shall be established and maintained for the purpose of protecting the firefighter against loss of income due to long-term illness or disability.
- b. The FSLB will be administered by a "Committee" consisting of five (5) members: four (4) to be elected by the Union plus the Chief. Members of the Union shall be elected for staggered three (3) year terms and shall serve only as long as they are employed by the Town and are members of the bargaining unit.
- c. Firefighters eligible to withdraw sick leave days from the FSLB must make application to the Committee. The Committee's decision shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.
- d. Sick leave days may be deposited in the FSLB in the following manner: Each member will continue to contribute two (2) days annually until the FSLB has accumulated the number of members of the bargaining unit times 8 days (currently 360 days). Once 360 days have been accumulated, each member who has been employed less than ten years will continue to contribute two (2) days per year until he or she has reached their tenth year. Upon completion of their

tenth year firefighters will thereafter contribute zero (0) days to the FSLB. If at any time the FSLB drops below 360 days, any member not currently contributing will contribute one (1) day until the 360 days has been accumulated. All new firefighters, by December 1st of their first year, may choose to participate in the FSLB and will contribute at the rate in effect at the time. Existing firefighters may choose to begin participating in the FSLB, but will be required to contribute the number of days which the firefighter would have contributed if he/she had joined the FSLB at the first available opportunity based on employment date. All contributions are to be credited to the FSLB on December 31st of a given year. Firefighters will continue to contribute days annually unless they give written notification to the Committee. The Committee may vote to change the number of days contributed per year. Unlimited sick leave days may be credited to the FSLB.

- e. In order to be eligible to apply to the FSLB for withdrawal of sick leave, the firefighter must be a member of the FSLB and have used up all of his/her own accrued sick leave.
- f. In order to be eligible to make application to the FSLB, a firefighter must have suffered an illness or disability resulting in thirty (30) consecutive tours of work missed; or resulting in four (4) tours without pay, whichever comes first: that is, a firefighter with fewer than thirty (30) days of accumulated sick leave will not become eligible to withdraw sick leave from the FSLB until he/she has gone four (4) consecutive tours without pay due to the same illness or injury; any firefighter with accumulated sick leave in excess of thirty (30) days shall be eligible to receive days from the FSLB on the day following the exhaustion of his/her own accumulated sick leave.
- g. Any firefighter who is receiving disability pay under GL c. 41, Section 111F during the period of disability shall not be eligible for the use of the FSLB.
- h. Should the FSLB be eliminated, all days accumulated in the FSLB shall be equitably divided among the participants.

Section 4.4 Light Duty Assignment

4.4.1

Light Duty is intended to allow the Chief to assign partially incapacitated firefighters who are capable of contributing to the work of the department to perform certain (non-emergency) regular duties of Firefighters within their capacities. Light duty assignments apply only where it is expected that the firefighter will return to full duty. Light duty status is intended to be temporary assignment for a maximum of one (1) year and shall cease when the Firefighter is returned to full duty or retired.

4.4.2 Eligibility:

4.4.2.1 Firefighters Receiving Chapter 41 Section 111F Benefits

The policy shall apply to all Firefighters who have sustained an injury or illness while on duty within the meaning of Chapter 41 Section 111F. Unless otherwise agreed by the Firefighter and the Town, a Firefighter on 111F who has been incapacitated in excess of three consecutive tours (or 40 hours for the Day Officer) will be deemed eligible for light duty and will move to section 4.4.3 below.

4.4.2.2 Voluntary Participation by Firefighters Receiving Sick Leave Benefits

Firefighters who have been incapacitated for a non-work related accident, injury or illness and are receiving sick leave benefits may voluntarily elect to participate in the light duty policy at the Chief's discretion in accordance with the conditions of this section. Once the conditions above have been met the Firefighter will be deemed eligible for light duty and will move to section 4.4.3 below.

4.4.3 Determining Capacity for Light Duty

Firefighters eligible for light duty under this policy shall not be assigned to light duty until the Town physician has made a medical determination that they are fit for such duty. The Firefighter shall be entitled to seek a second opinion from their physician concerning the firefighter's fitness to return to light duty. Upon request, either the Town's or the Firefighter's physician shall be entitled to receive any medical records or reports.

In the event there are two conflicting medical opinions concerning the firefighter's fitness to perform light duty, the following procedure shall apply:

- (a) The two (2) physicians shall designate a third physician who specializes in the area of incapacity.
- (b) The third physician shall be entitled to receive any and all relevant medical records and reports.
- (c) The third physician shall conduct an examination of the firefighter at a time and place they determine. Either party may at its own expense, provide for the attendance of its designated physician and or legal counsel at the examination by the third physician. The third physician will be required to issue a written report setting forth their conclusion as to the firefighter's fitness for light duty. This report shall be binding on all parties and not subject to the grievance procedure.
- (d) The parties shall cooperate in expediting any and all determinations of fitness under this policy.

4.4.4 Hours of Work

Personnel assigned to light duty status under 111F shall work their regular shift 0730 hours to 1730 hours excluding holidays. At the firefighter's option and with the approval of the Chief at least two weeks in advance, they may exchange a weekend day for a week day.

Personnel assigned to light duty status under non-work related sick leave shall work their regular shift 0730 hours to 1730 hours excluding holidays. At the firefighter's option and with the approval of the Chief at least two weeks in advance, they may exchange a weekend day for a week day. The firefighter may work additional hours up to a total of 40 hours per week with the approval of the Chief at least two weeks in advance.

4.4.5 Scope of Duties

Any firefighter assigned to light duty shall not be required to respond to alarms, EMS calls, or participate in any activity that may hinder their recovery. In no way shall a firefighter on light duty be considered to be part of minimum shift strength in accordance with Section 6.3.

Scheduled duties will be assigned by the Chief. Light duty tasks may include (non-emergency) regular duties of Reading Fire Department personnel.

4.4.6 Application

The light duty policy shall be applied in a non-discriminatory fashion.

When a firefighter is assigned to light duty, and has been receiving Ch. 41 Section 111F benefits for injuries sustained in the line of duty, under this agreement, it shall not impair any right to injury leave status if from time to time his physical incapacity prevents the performance of light duty. A firefighter who sustains an on the job injury or an aggravation of his prior on the job injury while performing light duty shall be eligible for injured leave.

Firefighters on light duty remain on pay and work status for the purpose of benefits such as but not limited to, accruing sick time and vacation, receiving holiday pay, night differential, and other such benefits and wages.

4.4.7 Time Off

Firefighters on light duty status will be granted Chapter 41 Section 111F time off for medically prescribed treatments and or a re-aggravation of the injury. Firefighters on Chapter 41 Section 111F will be required to utilize sick time, vacation, floating holiday or compensatory time in order to be excused from a light duty assignment.

Firefighters who are on sick leave for a non-work related accident, injury or illness who voluntarily elect to participate in light duty will be required to use sick time in order to be excused from a light duty assignment.

Section 4.5: Bereavement

Four (4) shifts of leave shall be granted without loss of pay upon notification of a death in the immediate family. Immediate family is defined as a spouse, parent, grandparent, grandchild, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law or son-in-law. One (1) shift leave with pay will be granted to any firefighter to attend the funeral or other memorial service of his/her aunt, uncle, sister-in-law, brother-in-law, niece or nephew. Additional paid leave may be granted by the Chief with approval by the Town Manager for extended bereavement leave, or for the critical illness in the immediate family within the first category provided above.

Section 4.6: Compensatory Time

4.6.1

In lieu of payment of overtime, a firefighter may at his or her option and with the approval of the Fire Chief receive compensatory time off.

4.6.2

Compensatory time off is at the discretion of the Chief and shall be calculated at a rate of 1.5 times (1.5x) the hours a firefighter has worked. When a firefighter chooses to take compensatory time off, there shall be no additional cost to the Town, except those costs which would normally be incurred by payment of regular overtime pay. Firefighters may work a maximum of four (4) shifts for compensatory time in lieu of overtime pay. The maximum amount of compensatory time a firefighter can accrue is fifty-six (56) hours x 1.5. All compensatory time off shall be used during each fiscal year and shall not be carried from one fiscal year to the next.

Section 4.7: Reverse Comp Time

Reverse Comp Time- This application of comp time is for borrowing against future overtime worked. Firefighters may take time off at the discretion of the Chief, to be paid back at a later date. Reverse comp is only to be used for a Day shift (0:730 – 17:30) or a Night shift (17:30 – 0:7:30) or 24hr.

Reverse comp will be paid back on a shift for shift basis regardless if it created a hiring situation. There is no distinction between paid or non-paid time. There is no accumulation of “nonpaid compensatory”.

The firefighter will request time off and with approval of the Chief the mechanism of payback will be as follows:

- Reverse comp owed will be paid back by working overtime hours (without pay) equal to the amount of time owed.
- This will occur with the next overtime shift worked by the firefighter.
- All time must be paid back prior to the end of the fiscal year (June 30th)
- Any balance of Reverse comp owed will be deducted from the last pay period of the fiscal year at the firefighters rate of time and one half (1.5x) multiplied by hours owed.

Section 4.8: Jury Duty

In the event that a firefighter is scheduled for jury duty the morning after a twenty-four hour work tour, he/she shall be released from work duty at 10:00 p.m. on the evening before his/her scheduled jury duty. If a firefighter is scheduled for jury duty on a scheduled workday, he/she shall report for work after the conclusion of his/her jury duty.

Article 5 Union Business

Section 5.1: Payroll Deduction of Dues/Fees

The Town agrees to deduct monthly dues/agency fees from the wages of firefighters covered by this Agreement provided a signed authorization form is submitted for each such firefighter. The aggregate amount so deducted shall be remitted each month to the Treasurer of the Union along with a list of firefighters who have had these deductions.

Section 5.2: Business Leave

5.2.1 Attendance At Professional Union Meetings

The President of the Union, or one designated by him, shall be allowed time off without loss of pay or benefits and without the requirement to make up said loss of time, to attend one (1) meeting each month of the Professional Firefighters of Massachusetts, and to attend the annual convention of the Professional Firefighters of Massachusetts, and to attend the biannual convention of the International Association of Firefighters for a period not to exceed four (4) consecutive tours of duty.

5.2.2 Time Off For Union Business

The President of the Union, or one designated by him, shall be allowed time off for official Union business for the processing of grievances or for conferences called by Town officials, the Town Manager, and/or the Chief.

Up to two (2) members of the collective bargaining team shall be allowed time off without loss of pay or benefits, and without the requirement to make up said loss of time, for any one (1) negotiation session or conference, provided that any such member attending any such negotiation session or conference during his normal tour of duty shall return to duty if the Chief or the officer in charge of the shift shall determine such return required in the interests of the public safety of the Town.

Section 5.3: Union Bulletin Board Space

Bulletin Board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory, or anything derogatory, of the Municipal Employer or any of its officers or firefighters. Any Union authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

Article 6.0 Miscellaneous

Section 6.1: Health Insurance

6.1.1

The Union authorizes the Public Employee Committee to bargain for it on the subject of the group health insurance program in effect after February 29, 1992, provided that the Town formally recognizes this group upon request for the purpose of bargaining health insurance, and provided that the Town bargains in good faith. In the event the Town fails to bargain in good faith, the coalition and/or the Union shall have the right to pursue the matter under GL c. 150E.

6.1.2

The Town reserves the right to change the insurance carrier without prior negotiations so long as the benefit package is substantially similar to the Health Insurance plan available at the signing of this contract, and so long as the carrier has nationwide acceptance and the package cost is similar.

Section 6.2: Non-Members

Workers not covered by this Agreement shall be hired only in the event that firefighters covered by this Agreement are not available for the work normally done by the said covered firefighters using Fire Department equipment. Availability shall be determined by the officer in charge and making five (5) telephone calls, to covered firefighters without securing assistance, shall be conclusively presumed to be in compliance with this paragraph.

It is agreed that this Section shall not apply to the performance of Fire Department dispatching operations by non-member, civilian dispatchers.

IN WITNESS WHEREOF, the TOWN OF READING has caused this Agreement to be signed on its behalf by its duly authorized Chairman of the Select Board and LOCAL 1640, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, on its behalf by its duly authorized officer this 14th day of March 2019.

TOWN OF READING
TOWN MANAGER

By 

LOCAL 1640, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

By 

Side Letter 1

Agreement dated July 1, 2018 through June 30, 2021

Effective on the signing date of this contract, privates currently receiving longevity pay under Section 3.4.4 shall be required to choose to continue to receive longevity pay (option 1) or to receive Private Step 5 (option 2) in accordance with section 3.4.3.

If eligible members do not make a choice in writing within thirty (30) days of the signing of the contract, then a default choice of option 2 in section 3.4.3 is deemed to have been made.

TOWN OF READING
TOWN MANAGER

By  _____

LOCAL 1640, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

By  _____

Side Letter 2

Agreement dated July 1, 2018 through June 30, 2021

Section 4.3.6 Quarterly Sick Leave Payment

4.3.6.1 All Firefighters are eligible to qualify for this program, regardless of their eligibility for Sections 4.3.1 or 4.3.2. This program will begin on January 1, 2019.

4.3.6.2 The fiscal year consists of four quarters beginning on July 1, October 1, January 1 and April 1.

4.3.6.3 Firefighters who have not used any type of sick leave in the immediately previous quarter and no more than six days (72 hours) of sick leave in the immediately previous rolling four quarters may make a request for payment under section 4.3.6.4 to the Chief in writing within the first five (5) days of the subsequent quarter in order to be considered.

4.3.6.4 Payments for eligible firefighters will be \$250.

4.3.6.5 A determination for eligibility will be made by the Chief and payments will be made within the first month of the quarter. If eligibility is denied, the Chief will cite reasons in writing to the firefighter.

4.3.6.6 This clause will expire after June 30, 2021 without further negotiation. A successor agreement may be bargained by both parties in subsequent contracts.

TOWN OF READING
TOWN MANAGER

By 

LOCAL 1640, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

By 

