



AGREEMENT BETWEEN
THE CITY OF WESTFIELD
AND
THE WESTFIELD
FIRE DEPARTMENT SUPERVISORS ASSOCIATION
JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE I RECOGNITION AND ASSOCIATION SECURITY
MANAGEMENT RIGHTS

SECTION 1: RECOGNITION

The City of Westfield ("City") recognizes the Westfield Fire Department Supervisors Association ("Association") as the sole and exclusive bargaining agent for the Deputy Chiefs of the Westfield Fire Department ("Department"), but excluding the Chief of the Department, with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment.

The rights of the City and Deputy Chiefs of the Department shall be respected, and provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 2: ASSOCIATION SECURITY

The City agrees not to discriminate in any way against employees covered by this Agreement because of Association membership or non-membership or Association activities. The provisions of this Agreement shall apply to all employees within the bargaining unit, regardless of race, sex, color, age, national origin, or membership or non-membership in the Association. The parties to this Agreement recognize that the City is an Affirmative Action/Equal Opportunity Employer (M/F/H). The Union agrees to cooperate with and affirmatively encourage compliance with the City's Affirmative Action Program.

Further, the parties agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of any lawful Union activity, or on account of race, religion, creed, color, sex, or national origin.

SECTION 3: MANAGEMENT RIGHTS

The management and operation of the Department and the direction and supervision of the employees therein is vested exclusively in the City and, except as limited by a specific provision of this Agreement, the City shall continue to have all sole

and exclusive rights customarily reserved to management, including the right to hire, promote, suspend, discipline, transfer, or discharge for proper cause; the right to schedule operations, shifts and all hours of work; the right to assign work; the right to establish rules pertaining to the operation of the Department and permissible conduct of its employees; the right to introduce new methods and facilities, and; the right to discuss terms and conditions of employment with employees and inform them concerning employment matters. The above-mentioned Management Rights are not intended to be all-inclusive, but merely indicate the type of rights which belong to and are reserved to management.

ARTICLE II PROMOTIONS AND CAREER INCENTIVE PAY PROGRAM

SECTION 1: RETENTION OF CIVIL RIGHTS

The employees 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 2: VACANCIES

The Department shall regularly review its personnel requirements and, in determining whether vacancies exist and the manpower needed, shall take into consideration the needs of the City for fire protection and the safety of its employees.

SECTION 3: PROMOTIONS

All promotions within the Department shall be made as a result of competitive examination promptly ordered, given, and granted by the Division of Personnel Administration of the Commonwealth of Massachusetts. The parties agree to establish a side committee for discussion of criteria for promotion (see Rules and Regulations committee).

SECTION 4: WORKING OUT OF GRADE

Any member of the bargaining unit who is assigned by the Fire Chief or the Board of Fire Commissioners to serve temporarily at a higher rank, within or without the bargaining unit, shall be compensated at full pay then applicable to the higher-ranking

position. Working-out-of-grade pay shall be paid as soon as practicable after it is earned, but in no event later than the third payroll after it is earned.

SECTION 5: CAREER INCENTIVE PAY PROGRAM

(a) In order to encourage employees to acquire job-related higher education, which will increase their skills and thereby enhance the safety of the residents of the City of Westfield, the City makes the following Career Incentive Pay Program available to all regular, fulltime unit members. The Career Incentive Pay Program replaces a pre-existing program, which no longer has present application. The Career Incentive Pay Program shall consist of monetary percentage increments based upon annual salary and degree(s) attained. The Career Incentive Pay Program shall be subject to Massachusetts Contributory Retirement System deductions and shall, therefore, be included in computation establishing retirement compensation to the extent permitted by Chapter 681 of the Mass. Acts of 1979.

(b) Degrees eligible for Career Incentive Pay:

- Associates Degree in Fire Science, Fire Technology, Fire Administration, or Fire Education.
- Bachelors Degree in any of the foregoing fire suppression fields.
- Upon completion of an Associates Degree in one of the foregoing fire suppression fields, a Bachelors Degree in the following: Public Administration, Business Administration, Business Management, Criminal Justice, Engineering, or Computer Science.
- Masters Degree in any of the foregoing, provided the employee holds an Associates or Bachelors degree in one of the foregoing fire suppression fields.

(c) Additional qualifying degrees: The list of job-related degrees which qualify for the Career Incentive Pay Program may, on an ad hoc, case-by-case basis, be expanded by vote of the Fire Commission. Should the Fire Commission be requested to grant Career Incentive Pay for other than one of the foregoing listed degrees, it must first consider the matter at a regularly scheduled Fire Commission meeting and, before

a vote, refer the matter to the Mayor and the City's Personnel Director to afford each the opportunity to review and advise the Fire Commission prior to the taking of a final vote.

(d) Unit members with a qualifying Associates Degree who follow the proper application procedure shall be granted additional compensation at a rate of fifteen percent (15%) of the annual base salary. Unit members with a qualifying Bachelors Degree who follow the proper application procedure shall be granted additional compensation at the rate of twenty percent (20%) of the annual base salary. Unit members with a qualifying Masters Degree who follow the proper application procedure shall be granted additional compensation at the rate of thirty percent (30%) of the annual base salary. This additional compensation will be added to the base pay line item of each member. Career Incentive Pay shall be paid in substantially equal installments each week throughout the fiscal year.

(e) Application Procedure:

- (1) Each employee shall be responsible for formally advising the Fire Chief in writing between December 1st and December 20th each year of any expected changes in his/her Career Incentive Pay, so as to allow the Chief to properly budget for the anticipated change. Employees with multiple qualifying degrees shall select only one degree for which they will receive Career Incentive Pay. Individuals who have no change in Career Incentive Pay status in the fiscal year following the December notification period, which shall begin the July 1st that follows the December 1st through December 20th notification period, have no need to file a written notice.
- (2) Before June 20th each calendar year, individuals who have notified the Chief of an expected change in Career Incentive Pay status shall submit to the Chief a copy of his/her academic transcript(s), which shall include an attestation from the academic institution that the individual has earned the degree in question. To be eligible, the degree must be awarded from

an institution of higher learning accredited by one of the following: 1) Board of Higher Education of the Commonwealth of Massachusetts; 2) New England Association of Colleges and Secondary Schools; 3) Middle States Association of Colleges and Schools; 4) such comparable accreditation as the Fire Commission, on a case-by-case basis, votes to accept as comparable.

(3) Upon determination by the Chief that the academic transcript(s) submitted is/are sufficient, the Chief shall authorize the required Career Incentive Pay to become effective with the first full pay period of the month of July next following the month of June in which submitted.

(f) With the prior approval of the Westfield Board of Fire Commissioners, each employee may be allowed two weeks' educational leave to attend classes offered by the National or State Fire Academies. With the prior approval of the Chief, the employee may elect to take a partial leave (using day shifts or night shifts) to attend higher education classes as offered under this Section, provided, however, that implementation of this Section does not result in any expenditure on the part of the Department in terms of overtime or working-out-of-grade payments during any educational leave taken under this Section.

(g) Effective July 1, 2005: To meet the challenges and dynamics of a changing work environment, the City recognizes the need for continuing education. To fill this need, the City will offer a two percent (2%) increase in the base pay for a Deputy Chief who successfully completes the Massachusetts Firefighting Academy Chief Fire Officer Management Training Program. Eligibility shall be for those who have either an Associates or Bachelors Degree only. To be eligible for this benefit, the Deputy must notify the Chief in writing no later than February 1st in the fiscal year preceding the year in which the Deputy seeks salary credit for this coursework and must supply proof of successful completion of the course in order to receive salary credit. To maintain credit,

the Deputy shall attend any updates as necessary, on a biannual basis, if so directed by the Chief.

(h) The parties agree to establish a side committee to review the courses/degrees acceptable for Career Incentive Pay, including review of online degree coursework.

(i) Parties agree all unit members shall be entitled to a 0.75% increase in base wages for being in possession of current Fire Prevention Officer I credentials. The unit member holding the position of Deputy Chief of Prevention, exclusively, shall be entitled to a 2% increase in base wages for being in possession of current Fire Prevention Officer II credentials.

(j) The department shall be responsible for arranging, funding, and coordinating the continuing education required for all members of the bargaining unit to maintain their emergency medical technician certification(s) or paramedic certification(s), and any EMS related required certification(s) or qualification(s). Any time spent during off-duty to attend training or education for the purpose of maintaining their EMT or paramedic certification(s) shall be charged to the members coverage hour count and shall not count against their allowed training hours under the above paragraph (f).

ARTICLE III DUTIES OF DEPUTY CHIEFS

SECTION 1: DUTIES

Deputy Chiefs shall be recognized and respected as the commanding officers of the respective groups in the Department. Under direction of the Chief, they shall enforce the regular rules, orders, and regulations of the Department, and all lawful regular or special orders of the Chief, and shall undertake such disciplinary duties as are consistent with their status as commanding officers and as have been delegated to them by the Board of Fire Commissioners. Deputy Chiefs shall direct the companies under their command in the fighting of fires and the protection of lives and property of

the community, and in furtherance of this goal shall have general responsibility for the stations, apparatus, tools and supplies of the Department, that are in their charge.

The Deputy Chief, Fire Prevention shall, in addition to the duties above when assigned to "line duty," perform or direct inspections, fire prevention work, and enforce the Fire Prevention Regulations of the Commonwealth.

SECTION 2: SAFETY AND HEALTH

The City and the Association shall cooperate fully in matters of safety, health, and sanitation affecting the employees as regards fire stations, trucks, and equipment.

ARTICLE IV HOURS AND OVERTIME

SECTION 1: HOURS OF DUTY

Recognizing that nothing within this Agreement and this Contract may be construed as an obligation on the part of the City to pay Deputy Chiefs at a rate of time of one and one-half for any reason, the day shift shall normally consist of ten (10) hours and commence at 8:00 a.m. and terminate at 6:00 p.m. The night shift normally consists of fourteen (14) hours and commences at 6:00 P.M. and ends at 8:00 a.m. on the next succeeding day. The following eight-week cycle reflects a four group eight week rotating schedule of "One on, one off, one on, five off" 24-hour work schedule.

This schedule will be in effect for the term of the agreement, as follows:

<u>Week</u>	<u>Sun.</u>	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>	<u>Sat.</u>
1	block	O	block	O	O	O	O
2	O	block	O	block	O	O	O
3	O	O	block	O	block	O	O
4	O	O	O	block	O	block	O
5	O	O	O	O	block	O	block

6	O	O	O	O	O	O	block	O
7	block	O	O	O	O	O	O	block
8	O	block	O	O	O	O	O	O

Definitions of Work Week

Shift = a ten-hour day or a fourteen-hour night working period.

Block = a twenty-four hour working period consisting of one-day shift followed by one-night shift to commence at 8:00 a.m. and end the following day at 8:00 a.m.

O= Off Duty

Tour = one workweek. A tour is made up of two consecutive blocks.

The Deputy Chief in charge being relieved by a fellow Deputy Chief between 7:45 am and 8:00 am shall be sufficient to constitute a relief.

The hours of duty for the Deputy Chief in charge of Fire Prevention for the Fire Department shall be 8:00 am to 5:00 pm Monday through Friday of each week, unless otherwise established by the Chief and a one (1) hour lunch period shall be provided for this employee.

SECTION 2: EXEMPTION OF OVERTIME

- a) As salaried employees, the Chief and Deputy Chiefs agree that the following are examples of hours which are exempted from overtime payment each fiscal year:
 1. All vacation leave
 2. All convention leave

3. All bereavement leave
 4. All maternity/paternity leave
 5. All good attendance day leave
 6. All educational leave
 7. All emergency call back
 8. All court time leave
 9. Sick and injured leave
 10. Fire investigations for the Deputy Fire Chief of Fire Prevention
 11. Fire investigations for the Deputy Chiefs of Suppression
 12. Meetings, including EMT meetings, Local Emergency Planning meetings, and Organizational meetings
- b) Notwithstanding and explicitly subject to Section 2, a, Parties agree a minimum of four (4) hours for call back and other coverages, such as a fire call back for coverage, but not to include regular administrative meetings, such as Officers' or EMS meetings. The parties agree to reopen the contract to discuss this topic exclusively should the minimum cause all members of the group to exceed the overtime cap.
- c) It is expressly understood and agreed between the parties that this exemption of overtime shall be reasonably applied. Nothing in this Agreement shall preclude the Union from exercising its rights under the grievance procedure, should a question of reasonableness of application above and beyond current standards arise.
- d) If the Chief or a Deputy Chief is absent for a period of thirty (30) consecutive calendar days and his/her return to duty is not imminent, it is agreed that a member of the Department will be appointed to the position of Acting Chief or Acting Deputy Chief. Reasonable effort shall be made to effect such an appointment within ten (10) calendar days after said thirty (30) consecutive calendar days. The method of selection of Acting Chief or Acting Deputy Chief

shall not conflict with the requirements of Chapter 31 of the Massachusetts General Laws (Civil Service Law).

- e) The work year for Deputy Chiefs is an average of no more than three hundred (300) hours above base schedule with no additional compensation (or an aggregate of five [5] deputies' times three hundred [300] hours per year).

- f) Upon receiving notification of the retirement of the Chief or a Deputy Chief, the City shall appoint a permanent or Acting Chief or a permanent or Acting Deputy Chief at least thirty (30) days prior to the official retirement date of the departing Chief or Deputy Chief. The newly-appointed Chief/Acting Chief or newly-appointed Deputy Chief/Acting Deputy Chief shall begin duties on the official retirement date of the departing Chief or Deputy Chief. In the case of a separation of duty such as death, resignation, promotion, or other event where advance notice may not be forthcoming, the City shall appoint a permanent or Acting Chief or a permanent or Acting Deputy Chief as soon as reasonably practicable, but no longer than thirty (30) calendar days after becoming aware of the separation.

- g) The City agrees to compensate any member who is part of a State HAZMAT Team or Technical Rescue Team for those hours worked with the HAZMAT Team or Technical Rescue Team, beyond their regularly scheduled hours, at a rate of one and one-half times their "MUNIS" hourly rate, provided these hours are approved by and are reimbursable to the City of Westfield for the above referenced team program(s), or other external sources. For those times when a member works with the State HAZMAT Team or Technical Rescue Team during their regularly scheduled hours, their replacement's payroll rate for the coverage hours will be charged at one and one-half times the replacement's "MUNIS" hourly rate to the State Hazmat Team or Technical Rescue Team and the replacement will be compensated directly for the hours worked so long as said

hours are reimbursable to the City by the State or other external source(s). In the event where the member is paid by the City, and the City does not receive reimbursement within one hundred and eighty (180) days, the member shall reimburse the City in full for the amount compensation received that was not reimbursed.

SECTION 3: SUBSTITUTION

All officers of the Department may be permitted to substitute or exchange on duty hours to the satisfaction of the individuals involved. Substitutions may be permitted upon approval of the Chief and without cost to the City or the Department. Request for more than three (3) consecutive tours must be in writing, and the Chief's approval must also be in writing.

SECTION 4: FIRE WATCH DETAILS

The provisions of this article shall govern the assignment of fire watch details to the employees covered by this Agreement when such work is to be paid for by another City Department or by an outside individual, group, corporation, or organization.

- A. Such assignment shall be made by the Chief or his designated representatives to off-duty firefighters and/or officers and shall be distributed among the employees who volunteer therefore as equitably as possible, giving preference among such volunteers according to seniority. The Chief shall cause to be continually posted and continually maintained a record of all such assignments at headquarters station.
- B. The City agrees that during the term of this Agreement, the rates for outside details shall be thirty-five dollars (\$35.00) per hour.

- C. Employees performing such outside details shall be guaranteed a minimum of four (4) hours work at the applicable rates, and for work in excess of four (4) hours, employees shall be compensated to the next full hour.

ARTICLE V SENIORITY, LONGEVITY, AND SEVERANCE PAY

SECTION 1: SENIORITY

When a permanent job vacancy occurs, positions usually assigned to a Deputy Chief will be posted on the bulletin board at headquarters for a period of five (5) calendar days, during which time the employees interested may apply for the job. From among the interested employees, who, in the opinion of the City, have the skill, ability, and physical fitness to perform effectively and efficiently all the facets of the job, the employee with the longest seniority in grade shall be designated to fill such vacancy. Seniority for purposes of this Agreement shall be seniority in grade.

SECTION 2: LONGEVITY

In addition to the pay provisions of this Agreement, employees will be paid longevity pay as follows:

Employees with five (5) or more years of service	1% of base pay
Employees with ten (10) or more years of service	2% of base pay
Employees with fifteen (15) or more years of service	3% of base pay
Employees with twenty (20) or more years of service	4% of base pay
Employees with twenty-five (25) or more years of service	5% of base pay
Employees with twenty-nine (29) or more years of service	6% of base pay

Effective January 1, 2005, and subject to appropriation, the following amounts will increase:

Employees with twenty (20) or more years of service	5% of base pay
Employees with twenty-five (25) or more years of service	6% of base pay
Employees with twenty-nine (29) or more years of service	7% of base pay

Fully retroactive to and effective January 1, 2006, employees with thirty-one (31) or more years of service, fifty dollars (\$50) per week above the twenty-nine (29) year category.

Payment shall be effective upon anniversary date in each contract year.

Years of service is calculated from the initial date of hire as a permanent, full-time fire service Civil Service employee of the Department.

SECTION 3: SEVERANCE PAY

(a) Employees upon retirement or upon death, their estate, shall receive payment for unused, accumulated sick leave up to a maximum of eighty (80) days. Employees shall receive twenty dollars (\$20.00) per day for unused, accumulated sick leave for eighty-one (81) to ninety-five (95) days. Employees hired as of July 1, 2014 shall only receive payment for unused accumulated sick leave up to a maximum of forty-five (45) severance days upon retirement or death. In addition, an employee who uses two (2) or less days in a year may carry forward for retirement severance credit one (1) day for each year with two (2) or less sick days used. In order to determine a daily rate, the employee's annual rate basis shall be divided by one hundred eighty-two (182), then multiplied by the accumulated days of the employee. Days shall be determined on a calendar year basis.

(b) In the event the City is prohibited from paying any one or more members of the bargaining unit as above-provided because of statutory or judicial prohibition, it is agreed that, upon request of the Association, the City will bargain with the Association regarding a substitution for this Section 3, paragraph (a), it being the mutual understanding and intention of the parties to substitute for this Section 3, paragraph (a), in any such event, language by which retiring employees will receive an equivalent amount of monetary compensation, which shall be counted in determining retirement benefits.

(c) Members who give advanced notice of retirement and thus allows the City to budget accordingly will have a maximum of eighty (80) days of sick leave severance

payout. To be eligible, the member must give written notification prior to December 31 in the fiscal year in which they plan to retire. Advance notice shall not apply to employees hired after July 1, 2014.

(d) Beginning July 1, 2014 the City may decide on a case by case basis determined by the City and based on budgetary considerations, that severance amounts under this article can be made over a period of three (3) successive years, following retirement. In the event that the City makes such a determination, the affected employee will be notified in writing by February 1 of the calendar year in which notice of retirement is made under this article. In the event that the City triggers this provision, a payment can be made in the calendar year of retirement, as long as the requirements of this article are satisfied. The parties further agree that any unit member may elect to spread the severance payments under this article over a period not to exceed three years, provided written notice of this intention is given to the City's Chief Financial Officer [Auditor] by February 1 (assuming the City does not notify the unit member of an intention to spread the severance payment over three fiscal years.

ARTICLE VI VACATIONS

SECTION 1: VACATION WEEKS

(a) For Deputy Chiefs with one (1) year of service, but less than five (5) years of service, two (2) weeks.

(b) For Deputy Chiefs with at least five (5) years of service, but less than (10) years of service, three (3) weeks.

(c) For Deputy Chiefs with at least ten (10) years of service, but less than (20) years of service, four (4) weeks.

(d) For Deputy Chiefs with twenty (20) or more years of service, five (5) weeks.

(e) For the purpose of this Section, years of service, where applicable, shall accrue on the anniversary date of employment.

(f) Vacations out of the ordinary will be allowed with permission of the Chief.

SECTION 2: DRAWING VACATIONS

The spring and summer vacation schedule shall be established no later than April 1st of each year, and spring vacation shall not start before April 1st, unless agreed to by the employee.

Spring vacations will extend to the beginning of the summer vacation as stated below.

The fall vacation schedule shall be established no later than September 1st of each year and shall run from the end of the summer vacation period until December 31st; provided, however, that any employee whose group is scheduled for work during the period between 6:00 p.m. December 24th and 8:00 a.m. January 1st, may not take such periods as vacation without the approval of the Chief. No transfer shall interfere with an employee's previously approved vacation unless the employee specifically consents. In the case of officers, vacations will not normally be permitted between 6:00 p.m. December 24th and 8:00 a.m. January 1st.

Priority in the choice of vacations will be given to employees in accordance with their seniority in grade. All employees will be given at least a two (2) week summer vacation. To the extent possible, the summer vacation period shall include a twelve (12) week period that most closely coincides to the summer vacation period of the City's schools. A Deputy Chief, with permission, may carry over as much vacation as the Chief may permit into the following year for use in the next year.

SECTION 3: DEFINITION OF VACATION WEEK

A week's vacation herein for those working rotating shifts shall be deemed to commence at 8:00 a.m. immediately following the completion of a full tour of duty (two consecutive blocks) Such vacation week shall embrace one full tour of duty and such vacation week shall end at 8:00 a.m. when the employee is next scheduled for a block of duty.

For those not working rotating shifts, a week's vacation shall commence at 8:00 a.m. on Monday and end at 8:00 a.m. on the Monday following, unless otherwise established by the Chief. In lieu of vacation, an employee may request the Chief to permit him/her to buy back vacation and receive a week of straight-time pay and vacation pay at the same time.

SECTION 4: PAID HOLIDAYS

(a) The following holidays shall be paid holidays for all member of the Association:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Juneteenth
Independence Day	Christmas Day
Easter Sunday	

(b) Holiday pay shall be at the rate of one-fourth (1/4) of the employee's regular weekly base salary, including Career Incentive compensation. Holiday pay shall be payable in the week in which such holiday falls, except for those five (5) holidays of special significance enumerated hereafter. For those five (5) holidays, holiday pay shall be payable with the payroll in the week following holiday.

(c) The parties recognize a special significance to unit members of five (5) of the foregoing holidays that is not applicable to the remaining seven (7) holidays. The five (5) holidays with special significance are New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day, and Christmas Day. Each unit member working a rotation shift schedule whose work schedule is such that he/she is required to work a

full shift on one of those five (5) holidays shall be paid, for each such holiday on which he/she works a full shift, in addition to the regular holiday pay, as follows:

If working a day shift, five (5) hours of holiday premium pay.

If working a night shift, seven (7) hours of holiday premium pay.

Effective July 1, 2008, Veterans Day will be added to the premium holidays, and, effective July 1, 2009 Martin Luther King Day and Memorial Day will be added as premium holidays.

Effective July 1, 2012 all holidays listed in this contract will be added to the premium holiday.

(d) The rate to paid shall be calculated by dividing the employee's usual holiday pay by ten and one-half (10.5) and multiplying it by either five (5) or seven (7), as required. For purposes of entitlement to this extra compensation, the holiday is of twenty-four (24) hours of duration, commencing at 8:00 a.m. on the day on which the holiday is observed and ending at 7:59 a.m. the next day following.

SECTION 5: VACATION ONE-DAY

Nothing in this Article shall preclude an employee from electing to take the equivalent of one (1) week's vacation time in increments of one (1) day, with approval of the Chief.

ARTICLE VII DRESS CODE

The Chief shall have the right to require members of the bargaining unit to maintain proper clothing, dress and work, and, in the event of failure to do so, employees shall be subject to written reprimands or other appropriate discipline. Items include black belt, dress uniform pants and coat, work uniform pants and shirts, uniform patches, dress hat, shoes, white dress shirts, black socks and white dress gloves.

Any protective clothing, such as helmets, gloves, bunker pants, bunker coat and fire boots shall be furnished, replaced and/or repaired at the City's expense. Every

effort shall be made to update such protective clothing and equipment as improved clothing and equipment becomes available and to provide new protective clothing when needed as soon as is practicable.

ARTICLE VIII ASSOCIATION BUSINESS AND GRIEVANCE PROCEDURE

SECTION 1: NEGOTIATING TEAM

All employees covered by this Agreement who are officers of the Association, or who are appointed by the Association as members of said Association Collective Bargaining Negotiating Team, not to exceed five (5) members, shall, with permission, be allowed time off for official Association business, negotiations, or conferences with the City Administration, Board of Fire Commissioners, and Chief of the Department or any more of them, without loss of pay or benefit and without the requirement to make up said loss of time. Official Association business shall include grievance meetings, meetings with the Chief, Board of Fire Commissioners, and other authorized representatives of the City, such as its Chief Negotiator.

SECTION 2: GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is a written dispute, claim, or complaint involving a question of interpretation or application of this Agreement as it applies to wages, hours, standards of productivity and performance, or other terms and conditions of employment and may be filed by either the Association or an employee in the bargaining unit and shall be settled as hereinafter provided. Every effort shall be made to settle such grievances at the earliest step and in the following manner:

- (a) Between the employee and the Chief of the Department within five (5) days of the occurrence of the grievance or within five (5) days of the Chief's knowledge of it.
- (b) If no settlement is reached within five (5) days, the grievance may be submitted to the Board of Fire Commissioners.
- (c) If no settlement is reached within fourteen (14) days, the grievance may be submitted to the Mayor or the Mayor's designee. The Mayor or the Mayor's

designee shall render a decision within thirty (30) calendar days, and such decision shall be final, unless a request for arbitration is made within ten (10) calendar days of receipt of the written decision of the Mayor or the Mayor's designee.

- (d) If the matter is taken to arbitration and the parties cannot agree on the selection of an arbitrator, such selection shall be made from a list furnished by the Massachusetts Board of Conciliation and Arbitration. If no agreement can be reached after two (2) lists are sent, the Arbitrator will be appointed by the Massachusetts Board of Conciliation and Arbitration.
- (e) By mutual agreement in writing, two (2) or more grievances relating to the same or similar subjects may be consolidated at any step of the grievance procedure and thereafter processed as a single, consolidated grievance.

ARTICLE IX SICK LEAVE AND BEREAVEMENT LEAVE

SECTION 1: SICK LEAVE – PERSONAL DAYS

(a) A bargaining unit employee may receive sick leave for a bona fide absence due to personal illness, non-job related injury, or quarantine regulation of the Board of Health, which makes it impossible or unlawful to report to work.

(b) Each bargaining unit employee shall be credited with one and one-half (1 ½) days of sick leave for each month said employee is in a pay status.

(c) Any unused portion of such sick leave shall be allowed to accumulate without limit. Employees hired as of July 1, 2014 shall only be entitled to accumulate two-hundred fifty (250) sick days total.

(d) Any such employee who is absent from a scheduled shift as a result of personal illness or injury not incurred in the line of duty shall have charged against his sick leave account the exact number of shifts or units of scheduled duty missed due to such illness or injury. Sick time will be counted using shifts and not days. An employee can call off sick for a day shift and return to work for the night shift of such block.

(e) Any such employee who is absent for a part of a scheduled shift due to illness or injury not incurred in the line of duty and who is excused by competent

authority as determined by the Chief shall have charged against his/her sick leave account as follows:

If absent for one half (1/2) or more of a scheduled shift one (1) shift

If absent for less than one half of a scheduled shift one half (1/2) shift

(f) Any such employee shall notify the Officer in Charge of the employee's inability to be present for each scheduled shift at least sixty (60) minutes in advance of such shift.

(g) The City reserves the right to have an employee examined by a physician of the City's choosing at the City's expense. If a unit member is ordered to undergo an independent medical exam (hereinafter referred to as an IME) or a "fitness for duty" (hereinafter referred to as the FFD) by the employer, the parties agree that the exam(s) will be conducted by a duly licensed medical professional with a proficiency in the area relevant to the examination. The City shall bear the burden of any cost(s) associated with any exam or tests.

The selection of the examiner shall be made by the City using the criteria provided by the City's consultant. Only information relevant or germane to the perceived need for the exam shall be shared with the examiner. The employee shall be required to bring any pertinent information. Testing protocols are to be determined only by the medical professional performing the exam. The results should only be shared with those City employees who are necessary for the purpose of the examination (i.e., unit member's direct supervisor and department head, personnel department, retirement department, etc.). Those employees shall keep the results of the exam strictly confidential.

(h) Abuse of the provisions of this Article will subject an employee to disciplinary action.

(i) Any employee who completes four (4) months in any year with perfect attendance (time out for job related injury to count as time worked) shall be entitled to one (1) additional vacation or attendance incentive day (shift) to be used during the next year. This shift can be used as either a day or night shift.

(j) In its sole discretion, the City may grant additional day(s) of sick leave to an employee in need.

(k) Effective July 1, 2004: each Deputy Chief shall be credited with one (1) personal day to be used no later than December 31, 2004. Thereafter, each Deputy Chief shall be allowed two (2) personal days (two shifts) per fiscal year. They may be used as either day or night shift. Parties agree the personal day accruals shall be entered January 1 and July 1, as opposed to two days accrued on July 1.

(l) All eligible Association members will forego a single personal day for the FY10 fiscal year. This personal day will be reinstated in the FY11 budget.

SECTION 2: BEREAVEMENT LEAVE

(a) Employees are entitled to bereavement leave with pay as enumerated herein upon the death of the following family members:

- Current spouse, child (including adoptive children and step-children), parent (including step-parent) – four (4) shifts
- Brother or sister (including step-brother, step-sister, half-brother, and half-sister) – three (3) shifts
- Current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparent, grandchild, domiciled relative – two (2) shifts
- Aunt or uncle, aunt or uncle of a spouse, grandparent of a spouse, niece or nephew – one (1) shift

(b) Unless otherwise specified, the relationships as delineated apply to relations of the employee only, not the employee's spouse.

(c) Reasonable notice of taking such leave shall be provided to the Chief. Bereavement leave not taken within seven (7) calendar days of the death of the relative in question shall be forfeit.

SECTION 3: HEALTH AND WELFARE GROUP INSURANCE PLAN

Employees covered by this Agreement shall be eligible to participate in the Group Insurance/Health Care Plan of the City of Westfield in accordance with the

provisions of said plan in force and effect from time to time for other employees of the City of Westfield, currently as is consistent with the Memorandum of Agreement drafted and signed in 2012 by the members of the P.E.C./32b Committee, incorporated into this agreement and referenced as Appendix A.

SECTION 4: PATERNITY LEAVE

Parties agree to comply with the minimum requirements of MGL c. 149 s. 105D regarding paternity leave.

ARTICLE X COMPENSATION

SECTION 1: SALARIES

The Deputy Chief assigned as Fire Prevention Officer shall receive his/her pay based on a forty (40) hour week.

The Deputy Chiefs assigned as Line Deputy Chiefs shall receive their pay based on a forty-two (42) hour week.

Deputy Chief Wages – SEE ATTACHED MATRIX APPENDIX B

Effective July 1, 2020 the bi-weekly EMT payments shall be rolled into the base rate of unit members.

The senior most Deputy (defined as Deputy with the most time in grade) shall receive a yearly stipend of two thousand, six hundred dollars (\$2,600) annualized. This compensation shall be for conducting business in the absence of the Chief while still working his/her regularly assigned Deputy shifts. While many times the Chief will be able to be reached after hours or in an emergency, there are times when they will not be. It is imperative that someone be able to lead the Department and make critical, timely decisions when the Chief is unable to.

SECTION 2: ACTING CHIEF

In accordance with M.G.L. c. 31, all eligible members shall be afforded opportunity for provisional Fire Chief Appointment in the case of vacation, illness, retirement or other unforeseen absences of the Fire Chief. The provisional Fire Chief will receive the benefits of the Chief of the Department. When so appointed, the

member is subject to twenty-four (24) hours a day availability and shall be compensated for each 24-hour day that he/she serves as Provisional Chief. The rate of pay for Provisional Chief will be calculated as follows: the Deputy Chief's weekly base pay shall be adjusted by adding to it a sum equal to the difference between the bi-weekly base pay of the Chief and the Deputy Chief's bi-weekly pay. In the event that he/she serves as provisional Fire Chief for less than a bi-weekly pay period, then for each complete twenty-four (24) hour day (e.g. midnight to midnight), the Deputy Chief shall be entitled to one fourteenth of the bi-weekly differential as calculated above, to be added to his/her usual bi-weekly pay for each day during the pay period that he/she was Provisional Chief. For purposes of this agreement, base pay shall mean the figure referred to in Article X, Section 1 and the same category of figure for the Chief, specifically excluding such compensation as holiday pay, Career Incentive pay, and similar such categories of compensation.

ARTICLE XI AGENCY SHOP, ASSOCIATION DUES, AND CHECKOFF

SECTION 1: PAYMENT OF AGENCY FEE

The parties agree that to the extent any provisions of this article requires as a condition of continued employment or otherwise compels employees to authorize and pay an Agency service Fees or Union dues, such provisions are suspended and unenforceable for as long as the U.S. Supreme Court's decision in Janus v. AFSCME remain in effect.

Pursuant to authority found in Chapter 150E, Section 12 of the Massachusetts General Laws, it shall be a condition of continuing employment, on and after the thirtieth (30) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, that each and every employee in the bargaining unit who is not a member in good standing of the Association, which represents the employees in the bargaining unit, pay to the Association a periodic agency service fee and/or assessment which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The periodic agency service fee and/or assessment shall be deducted by the City periodically from the pay of each such employee so authorizing

such deductions and shall be equal in amount as being commensurate with such costs; provided, however, that such sum shall not be in excess of the aggregate total of uniform Association dues and those uniform assessments, if any, made by the Association and levied against all Association members. The President of the Association shall advise the City Treasurer in writing, of the periodic agency service fee and/or assessment schedules in effect from time to time.

SECTION 2: FAILURE TO REMIT DUES

The Association agrees that it will not require the City to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the periodic agency service fee and/or assessment as provided in Section 1 above, or the Association dues and uniform assessments levied against all Associations members and as set forth in Section 3 hereafter. The Association agrees to deliver a notice in writing to the City and to the employee when an employee is not in compliance with the provisions of Section 1 above and this Section 2 by reason of his/her default in the payment of his/her periodic agency service fee and/or assessment or union dues or assessments. The City need not effectuate the discharge or suspension of any such employee because of said default until thirty (30) calendar days have expired from the date of delivery of notice from the Association requiring such action to the City and to such employee. The unconditional tender to the Association of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee, and the Association shall, upon receipt of such remittance, promptly notify the City thereof. Failure by the employee to cure such default within such time shall be conclusively presumed to be just cause for his/her immediate dismissal or suspension as requested by the Association, and the City forthwith shall take all steps necessary to dismiss or suspend said employee, whichever shall have been required by the Association in its notice.

SECTION 3: DEDUCTION OF DUES

Upon receipt of a form duly executed by an employee and acceptable in form to the City Treasurer, the City agrees to deduct from the wages of any employee who is a

member of the Association, all Association membership dues required of Association employees. Such deductions shall be made from each of the weekly paychecks in each calendar year. The City's responsibility for so deducting shall be limited to the terms of the authorization form.

SECTION 4: AUTHORIZATION FOR DUES

The written authorization for such Association dues, deductions, or agency service fee deductions shall remain in full force and effect during the period of this Agreement and may be revoked only upon sixty (60) days written notice from the employee to the City and to the Association. The Association agrees to submit to the City a certification that such dues as are in effect from time to time are in accordance with the Constitution By-Laws of the Association.

SECTION 5: INDEMNIFICATION

The City agrees to provide the aforesaid service without charge to the Association, and the Association agrees to hold harmless and indemnify the City from any and all liability impose upon it under this Article.

SECTION 6: MONTHLY DUES

All monies deducted from the wages of employees shall be remitted monthly to the treasurer of the Association.

SECTION 7: AUTHORIZATION FORM

The following form shall be the proper form for authorizing the deduction of dues:

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(Name of Employee)

TO:

(Name of Employer)

Effective _____, I hereby request and authorize you to deduct from my earnings each _____ the amount of \$ _____. This amount shall be paid to the Treasurer of Local Union No. _____ and represents payment of my Union dues.

These deductions may be terminated by me during the sixty (60) day period prior to the termination of this Agreement by my giving written notice in advance or upon termination of my employment.

I understand that during the life of this Agreement, should I discontinue my dues deduction, I may be required to pay an agency service fee in accordance with the provisions of this Agreement.

(Employee's signature)

(Employee's address)

SECTION 8: AGENCY FEE RIGHTS

It is the intention of the City and of the Association that all provisions hereof are to reflect only such rights as may be contained in Chapter 150E of the Massachusetts General Laws and the Rules and Regulations of the Labor Relations Commission promulgated on or about June 1, 1976, and such further rules and regulations as may hereafter be promulgated pertaining to agency service fees and, therefore, said rules

and regulations shall automatically be incorporated herein and, on and after the effective date thereof, this Article shall be administered in accordance therewith, notwithstanding anything to the contrary contained in this Article.

ARTICLE XII EMPLOYEE FILES AND INDIVIDUAL AGREEMENTS

SECTION 1: EMPLOYEE REVIEW OF MATERIAL

When material reflecting upon an employee's conduct, service, character, or personality is entered in the employee's personnel files, the employee shall have reasonable opportunity to review such material. The employee shall have the right to respond in writing to any such material, and any such response shall be similarly entered in such files and a notation of such response shall be made on the face of the adverse material.

SECTION 2: COPY OF FILES

Upon request and at reasonable times, every employee shall have the right to examine his/her personnel file and to receive a copy of any and all material contained therein upon tending payment of charges for copying, which shall not exceed five cents (\$.05) per page.

SECTION 3: MODIFICATIONS AND AMENDMENTS

The grievance procedure provided in this Agreement shall be available to any employee who, upon such review as is provided in this Article, or upon failure by the Department to comply with the procedures set forth herein, is aggrieved thereby. In such event, the arbitrator shall be empowered to order removal in whole or in part or modification in or amendment of or additions to such entry upon his/her finding that such entry or entries as are complained of are improper or incorrect.

SECTION 4: CONFIDENTIALITY

All personnel files and entries made therein kept by the City shall be considered confidential. Without prior written consent of the employee in each instance, no part

thereof shall be released or reviewable by anyone not directly employed by the City or occupying a municipal governmental position and acting in that capacity, except under a subpoena issued by a court of administrative agency of competent jurisdiction or under express provision of law requiring such release; provided however, that such parts thereof as are established to be public records may be released or reviewed without observance of the requirements set forth herein.

SECTION 5: INDIVIDUAL AGREEMENTS

Neither the City, the Board of Fire Commissioners, nor the Chief shall enter into any individual agreements relating to the Department with any member of the bargaining unit in the contravention of this Agreement.

ARTICLE XIII EXAM TIME AND MILITARY LEAVE

SECTION 1: EXAMINATION TIME

Employees scheduled for duty when Civil Service promotion examinations are given may be given time off without loss of pay to take such examinations.

SECTION 2: MILITARY LEAVE

The City shall accord to each employee who is honorably discharged from the United States Armed Forces, and who applies for re-employment within ninety (90) days after conclusion of military service with the United States Armed Forces, all re-employment rights, including fringe benefits and the like, which accrue to him as of the date of his severance from the armed services with the United States Armed Forces.

SECTION 3: MILITARY LEAVE PAY

As provided by municipal ordinance, any employee in the service of the armed forces of the Commonwealth of Massachusetts under Section thirty-eight, forty, forty-one, or sixty or during his/her annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the United States Armed Forces shall be allowed the difference between municipal employees' active duty salary and municipal salary.

Military leave for annual tour of duty will be given in shifts, not to exceed ten per year.

ARTICLE XIV EXISTING CONDITIONS

SECTION 1: LABOR REQUIREMENTS

In justice and in fairness to the City and the taxpayers, all employees shall be required to report promptly to their assigned duties and shall faithfully perform their duties.

SECTION 2: EXISTING CONDITIONS

(a) All rules, regulations, and policies governing employees covered by this Agreement and not changed by this Agreement shall be incorporated into the Agreement by reference.

(b) Notwithstanding paragraph (a) above and subject to the parties' rights and obligations under Chapter 150E et seq., of the Massachusetts General Laws, the City may change existing rules, regulations, and policies, including ambulance protocols, provided no substantive change shall be made in any Department rule, regulation, or policy affecting an employee's wages or hours or conditions of employment without affording the Union an opportunity to negotiate over the impact of such change.

ARTICLE XV INDEMNIFICATION

SECTION 1: INJURY ON DUTY AS AN EMT

A Deputy Chief EMT who is injured while assigned to ambulance duty shall be afforded the full benefit of Chapter 41, Section 111F, of the Massachusetts General Laws and all other statutory benefits available to firefighters of the City, including, but not limited to, the provisions of the so-called "heart-lung" law, Chapter 32B, Section 94, of the Massachusetts General Laws.

SECTION 2: EXPOSURE TO DISEASE

In the event that, during the course of his/her job duties as a Deputy Chief EMT, an employee is exposed to and contracts an infectious disease dangerous to the public health as the same are enumerated in Chapter 111, Section 111C, of the Massachusetts General Laws and in regulations promulgated by the Department of General Health pursuant thereto (e.g. 105 CMR 172.00, et seq.), or any member of his/her immediate family contracts such disease as a result of the employee's exposure to it, the City will undertake to provide indemnification to the employee for those reasonable expenses incurred as a result of such exposure, including, but not limited to, indemnification for resulting medical expenses which are not covered by the health insurance policy in which the employee is enrolled and costs in the nature of household expenses or repairs which would not have been incurred but for the exposure to such infectious disease dangerous to the public health (e.g. fumigation expenses). Similarly, the City will indemnify fellow unit members to the extent set forth above and will pay for or reimburse such employees and member of their immediate family to the extent provided for above.

SECTION 3: LIABILITIES AND SUITS

To the extent permitted by law, the City agrees to hold any and all employees harmless from any and all suits, demands, loss, cost, and expense, including reasonable attorney fees, on account of or in connection with any injury, loss, or damage to any person or property arising out of and within the scope of their employment unless it shall be established that willful and wanton conduct is associated with the act giving rise to such injury, loss, or damage, and the City assumes all liability imposed on it by Chapter 41, Section 111F and Chapter 512 of the Acts of 1978, of the Massachusetts General Laws. The City agrees that the provisions of said statutes shall apply to any employee responding to a call back, general alarm, or other emergency and to any employee using his/her personal vehicle while transferring from one station to another.

SECTION 4: PROVISIONS OF 100B

For the duration of this Agreement, the City will observe the provisions of Chapter 41, Section 100B of the Massachusetts General Laws.

SECTION 5: PROVISIONS OF 100G

For the duration of this Agreement, the City will observe the provisions of Chapter 41, Section 100G of the Massachusetts General Laws and will take such other reasonable, appropriate action to effectuate the provisions of said Section 100G.

SECTION 6: ACCEPTANCE

Not later than thirty (30) days following the execution of this Agreement, the Mayor shall sponsor before the Westfield City Council the acceptance of Chapter 41, Sections 100B and 100G of the Massachusetts General Laws. At such time as the City Council affirmatively votes to accept such Section 100B, the City agrees, upon a written application by any employee who retires during the term hereof or any former employee who has heretofore retire or, in the event of the death of any such employee or such former employee, upon written application by his/her widow/widower, by next of kin, out of any funds duly appropriated for the purpose of this Article or out of the City's contingency fund, for all reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses and reasonable charges for podiatry incurred within the Commonwealth of Massachusetts by such employee after his/her retirement under the provisions of Chapter 41, Section 100B of the Massachusetts General Laws. Upon acceptance of said Section 100B, the City shall be responsible to the estate of a deceased employee or to the fiduciary of such estate or of a deceased employee or to the fiduciary of such estate or to the nearest next of kin of such employee if no such fiduciary is named and properly appointed by a court of competent jurisdiction, for the payment of such expenses associated with the funeral and burial of such employee, not to exceed, however, the sum of fifteen thousand dollars (\$15,000.00) for any one death, if such employee is killed in the line of duty.

Any claim must be submitted to the City not later than one (1) year from the date of death or not later than six (6) months from the date of incurring any hospital or medical expense and, in all circumstances, any claims must be supported by invoices showing the amount of such expenses so claimed and the reason or reasons therefore.

ARTICLE XVI LABOR MANAGEMENT COMMITTEE

The Association shall designate a Labor Management Committee composed of not more than five (5) employees whose wages, hours, and conditions of employment are covered by this Agreement, which committee shall meet with the Mayor and/or his designated representative and the Chief of the Department, from time to time at the request of either the Association or the City to discuss Labor-Management matters of mutual concern to the City and the employees covered hereby. Such meetings shall be held at the convenience of the parties; however, neither party will be obligated to meet with representatives of the other party more frequently than quarterly. Nothing herein contained shall in any way obligate either the City or the Association to make changes in this Agreement, nor shall anything herein contained be substituted for the grievance procedure established in this Agreement.

The parties agree to refer the issue of new rules and regulations to a side committee for recommendations no later than July 1, 2008. The advisory group shall consist of the Fire Chief and two (2) representatives designated by him and three (3) representatives designated by Local 1111. It is understood that final adoption of rules and regulations is subject to approval by the Westfield Fire Commission.

The union shall designate representatives to serve on an Other Post-Employment Benefits (OPEB) working group. The OPEB group shall be composed of representative members of each municipal union and supervisory personnel. The group is tasked with understanding, analyzing and strategizing ways to decrease the existing unfunded OPEB liabilities facing the City of Westfield. As currently constituted, the group members shall not have the authority to bind the union members s/he represents

regarding changes in working conditions necessary to resolve the liabilities; however, nothing shall prohibit the union and employer from mutually agreeing to re-open the contract to negotiate acceptable changes which have been generated by the group.

ARTICLE XVII PERSONAL EFFECTS ALLOWANCE

The budget of the Department each year shall have an account to be known as the Personal Effects Account. Each member of the Association shall be reimbursed from the account for the replacement of personal effects that have been damaged in the performance of duty. In each budget year the City agrees to appropriate not less than one thousand dollars (\$1,000.00) for such purposes.

ARTICLE XVIII FUNDING OF AGREEMENT

Any provisions of this Agreement which require or may require funds for its implementation shall be presented to the City Council by the Mayor for passage as soon as reasonably possible after the execution of this Agreement and, in the event the Council does not approve the same, the parties shall resume bargaining as to the terms of this Agreement within fourteen (14) days after such action by the Council, notwithstanding any other provisions hereof and such bargaining shall not be limited to the provisions requiring funding.

ARTICLE XIX MANPOWER

SECTION 1: RESPONDING MEMBERS

When responding to any box alarm, telephone alarm, emergency call, or other official response, each piece of apparatus within the jurisdiction of the Department shall be accompanied by members of the Department in sufficient numbers to ensure the individual and collective safety of all employees as determined by the Chief from time to time.

SECTION 2: DEPUTY CHIEF ON DUTY

With each group, at the commencement of each shift, there shall never be less than one (1) Deputy Chief or Acting Deputy Chief actually available and on duty. In considering the availability of such officers, the Fire Prevention Officer shall not be counted as a line officer when assigned to Fire Prevention duties.

ARTICLE XX SAVINGS CLAUSE

In any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications will continue in full force and effect. The parties agree to enter into contract negotiations immediately upon demand, which negotiations shall be for the purpose of negotiating on a replacement clause for the provision of the collective bargaining Agreement that has been found invalid. Should the provision on overtime be found invalid, and nothing in this Agreement to the contrary withstanding, the parties will meet as provided herein in negotiations on the overtime provisions (Article IV, Hours, Section 2) and the wage provision (Article X, Compensation, Section 1, Salaries).

ARTICLE XXI DURATION AND TERMINATION

SECTION 1: RENEWAL

The City and the Association agree that this Agreement will continue in full force and effect until midnight on June 30, 2013, and thereafter, shall automatically renew itself for successive terms of one (1) year each, unless, subsequent to January 1, 2010 and prior to April 1, 2010, or subsequent to January 1 and prior to April 1 of any such renewal year, either the City or the association shall have given the other written notice terminating the Agreement upon expiration of the initial or renewal term or requesting modifications to the existing Agreement, in which case, not later than thirty (30) days following receipt of either of the aforesaid notices, the parties shall enter into

negotiations for the formation of a new agreement or modifications which shall be for the period commencing the next succeeding July 1. If no new agreement or modification has been signed and funded prior to said date, this Agreement will remain in full force and effect until such signing and funding; providing, however, that this Agreement shall terminate on said June 30 in the event that any petition is filed pursuant to law, seeking to establish as the collective bargaining agent for the employees covered by this Agreement any agent other than the Westfield Fire Department Supervisors Association.

SECTION 2: EXTENSIONS

Should negotiations looking toward a new agreement or modification continue beyond the termination date of this Agreement or any extension of the Agreement or any automatically renewable period, all economic benefits and equity adjustments contained in this Agreement will not be diminished until superseded by provisions negotiated as a part of the new agreement or supplement to or modification of the then-existing agreement, and such superseding agreement may, to the extent permitted by law, and as agreed by the parties, may be retroactive to July 1 of the year in which such new agreement is executed by all parties thereto and funding thereof obtained and any employee retiring and the widow or widower of the estate of any employee dying during the period between such July 1 and the date of such signing and funding shall be entitled to such retroactive benefits to and through the effective date of such retirement or death.

SECTION 3: REVIEW OR CLARIFICATION OF EXISTING TERMS

It is understood between the parties that the negotiations for the 2007-2010 agreement were conducted in an expedited matter, given the time constraints of the Mayor's departure. While this is intended to be all inclusive for a successor agreement, it is understood by the parties that each party may identify interests and clarification of items that can be discussed during the term of this agreement. Nothing in this document prohibits mutual agreement by the parties during the contract term.

ARTICLE XXII NO STRIKE CLAUSE

The parties recognize the prohibitions against strike by Public Sector Employees in the Commonwealth of Massachusetts. The Association agrees it shall not participate in strikes, work stoppage, withholding of services, interruption of work by the Association, or any other union or association not a signatory party to this Agreement. Employees in violation of this Section shall be subject to disciplinary action, including suspension and discharge, and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided herein.

ARTICLE XXIII SUBSTANCE ABUSE PROGRAM

The parties recognize substance abuse as a potential health, safety, and security problem. The parties will strive to make all City workplaces free of illegal drug use and free of alcohol use, so as to provide a healthy, safe, and secure work environment for all employees. The following rules shall apply:

(a) No employee shall report to work under the influence of alcohol or illegal drugs, nor shall any employee manufacture, distribute, possess, or use an illegal drug or an alcoholic beverage while on duty. Employees must report to the City Personnel Director any conviction under any criminal drug law within five (5) days after conviction.

(b) Unit members will be required to undergo a drug and alcohol test as a condition of continued employment in order to ascertain prohibited drug and alcohol use, as provided below:

- a. A reasonable suspicion that an employee is using illegal drugs or has reported to work under the influence of illegal drugs or alcohol. Reasonable suspicion consists of specific and articulable facts, based on the reasonable and legitimate observation of an individual. An arrest for violation of a criminal drug law or the possession of drug paraphernalia constitutes a reasonable suspicion of illegal drug use.

- b. When an employee is offered a promotion within the Department as part of a pre-promotional condition.
- c. After any at fault on-the-job vehicular accident involving personal injury requiring emergency medical treatment or which has resulted in death.
- d. As part of a random selection from a pool consisting of all unit members. Random testing shall be for illegal drug use only.
- e. At least once as a follow up to a prior positive test, and more frequently if so required by a Substance Abuse Professional.

(c) Unit members are a primary part of a successful drug and alcohol testing program. As such, they not only will be trained to assist in the detection of drug and alcohol use, which violates the Department's policies, and to take appropriate action, they will be subject to the policy. Because of the special level of trust placed in these positions, upon a first positive, a unit member will be placed on suspension with pay pending disciplinary action. This Section shall not be construed to limit the unit member's rights to the protections afforded by the Fire Department Drug and Alcohol Testing Policy, which is incorporated herein and made applicable hereto by reference.

(d) Individuals who test positive for a first offense shall be referred to a Substance Abuse Professional at the City's initial expense and shall be relieved of all duties involving driving motor vehicles until they test negative in a follow up test. The Substance Abuse Professional shall report his/her recommendations regarding the employee's use of alcohol or illegal drugs to the City after having first informed the employee as to the recommendations. Should those recommendations include outpatient treatment, the City shall pay the cost of such treatment as is deemed necessary by the substance abuse professional. If the Substance Abuse Professional reports a recommendation that includes inpatient treatment, the City agrees to pay one-half (1/2) of the cost which is not covered by the employee's chosen medical insurance carrier or other program for which the employee is eligible which may defray inpatient treatment costs.

(e) The City agrees to hold unit members harmless from any and all suits, demands, legal action, loss, costs, and expense, including reasonable attorneys fees, on account of or in connection with any injury, loss, or damage suffered by any person or property as a result, direct or indirect, of any act, event, action, or inaction attributable to any Deputy Chief, subject to this Agreement, which arises out of or is related to administrative and/or supervisory duties undertaken in the administration of the Fire Department Drug and Alcohol Testing Program.

(f) In recognitions of the problems that substance abuse can present, the parties hereby agree to the establishment of an Employee Assistance Plan ("EAP"). Employees will be able to refer themselves to the EAP. If self-referred, the referral shall remain confidential; that is, the City shall not receive information from the EAP which specifically identifies the employee. No employee who self-refers shall be subject to discipline as a result of the self-referral. Referrals also may be made by the Chief, in which case the strict confidentiality principle applicable to self-referral does not apply. The choice of provider, scope of services, required qualifications, and cost shall be in the discretion of the City. The employee shall cooperate to assist implementation of the EAP as requested.

(g) The parties agree to reopen the contract on this issue only if the current testing procedures are declared illegal by a Court of competent jurisdiction.

ARTICLE XXIV RESERVE FIRE FORCE

Incorporate by reference the Memoranda (2) of Agreement regarding the Reserve Fire Force and signed by the parties on January 20, 1988.

ARTICLE XXV LIMITED DUTY

A. The parties agree that a Limited Duty policy is established for the purpose of facilitating a bargaining unit member's return to full duty status following a job-related injury or illness which has resulted in the member's absence from work. The parties

further agree that such policy is under no circumstances to be regarded as punitive in nature.

B. Disputes as to the application or interpretation of the Limited Duty policy and procedures shall be subject to the grievance-arbitration provision of the collective bargaining Agreement.

C. Limited Duty may be assigned upon receipt by the Chief or Acting Chief of certification from a medical physician retained by the City that the bargaining unit member is medically able to perform a proposed duty assignment. Such certification may be sought after an initial sixty (60) day period of disability leave.

D. Should a bargaining unit member so indicate, the City's designated physician shall be requested to confer with, or otherwise ascertain from, the member's treating physician, of an opinion regarding the member's ability to assume the proposed duty assignment.

E. In the event a conflict of opinion should then ensue regarding the member's physical ability to assume the proposed duty assignment, the above-identified physicians shall be requested mutually to recommend a third physician, which physician shall then certify as to the member's physical ability to assume the proposed duty assignment. The certification by said third physician shall be controlling. Expenses incurred by the third physician due to involvement in this process shall be borne by the City.

F. Such Limited Duty assignment, once undertaken, may continue until any of the following circumstances occur:

1. The member shall have been found by competent medical authority as being fit to resume a fully duty assignment.
2. Receipt from the member's treating physician, and/or the City's designated physician, of written notice that the Limited Duty assignment is serving to jeopardize, aggravate, or retard the member's progress toward recovery.
3. Upon receipt of said notice, the Chief or Acting Chief will return the member to c. 41, Section 111F status unless it is determined through application of steps C, D, and E above, that another, specified, Limited Duty assignment would not so serve to jeopardize, aggravate, or retard the member's progress

toward recovery. Upon such determination, the member may be assigned to the other Limited Duty assignment.

4. If the member's injury, illness, or disability results in the filing of an application for retirement with the local Retirement Board, the member will not be required to perform Limited Duty between the date on which the application is accepted and determination made on the application by the local Retirement Board. Should the member's application be denied by the local Retirement Board, the member may be returned to Limited Duty. However, if the member appeals such decision, the member would then be exempt from Limited Duty until the findings on the appeal are received.

G. A member, while on Limited Duty, shall continue to receive benefits as such are defined and administered under the collective bargaining agreement. Such member, while on Limited Duty, shall, with due consideration given to the member's physical condition giving rise to the Limited Duty assignment, continue to perform said Limited Duty assignment in a manner consistent with the rules and regulations of the Department and the terms of the collective bargaining Agreement.

H. Any absence from duty occasioned by the need for treatment of the condition giving rise to the Limited Duty assignment shall not be credited against the member's sick leave accumulation. If a member who is performing Limited Duty is injured in the line of duty and loses work time during such Limited Duty, which absence is caused by the injury in line of duty, such time lost shall be charged to ch. 41, sec. 111F leave and not sick leave.

I. A member on injured on duty leave due to an illness related to heart, lung, or cancer will not be required to serve a Limited Duty assignment.

J. Assignment to Fire Prevention is one example of Limited Duty assignments which may be consistent with the physical condition of the member. It is agreed that any Limited Duty assignment shall be within a member's respective rank.

K. A bargaining unit member assigned to Limited Duty, once given a release from his/her treating physician, of the City's designated physician, or the mutually-

selected physician as described herein, the he/she is physically fit to resume full duty, shall be returned to full duty. In no event should a Limited Duty assignment be deemed by the member as being a permanent assignment.

IN WITNESS WHEREOF, the City of Westfield and the Westfield Fire Department Supervisors Association (Union) have caused this instrument to be executed by the Mayor and by the duly authorized officer(s) of said Union on the __ day of MARCH, 2016.

THE CITY OF WESTFIELD:

WESTFIELD FIRE DEPARTMENT
SUPERVISORS ASSOCIATION:

By:  2.24.25
Mayor

By:  21 Feb 25
President

APPENDIX A – HEALTH INSURANCE MOA

**MEMORANDUM OF AGREEMENT (AGREEMENT)
BETWEEN
THE CITY OF WESTFIELD
AND
THE M.G.L. c. 32B s. 21-23 CITY OF WESTFIELD PUBLIC EMPLOYEE COMMITTEE**

Effective July 1, 2012 through June 30, 2013

WHEREAS, The City of Westfield, including the Westfield Public Schools (City) currently provides health insurance benefits to its subscribers pursuant to M.G.L. 32B; and

WHEREAS, the City has sought to implement changes in health insurance benefits it provides to its subscribers; and

WHEREAS, the Westfield City Council on October 20, 2011 adopted the provisions of M.G.L. c. 32B s. 21 through 23, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes in health insurance benefits it provides to its subscribers; and

WHEREAS, The City developed an City of Westfield Implementation Notice as required by 801 CMR 52.03(Implementation Notice) and met with the City of Westfield Insurance Advisory Committee on January 31, 2012; and

WHEREAS, a Public Employee Committee (PEC) was established pursuant to 801 CMR 52.02 (2) and the Implementation Notice was forwarded to the PEC with the thirty (30) day negotiation period commencing February 13, 2012; and

WHEREAS, on February 28, 2012, the PEC, by unanimous vote, approved the plan design changes, savings estimates due to the proposed plan design changes, and mitigation plan as more fully described and incorporated into this Agreement in the attached amended Implementation Notice with Exhibits A and B, respectively.

NOW THEREFORE, We, City and the PEC agree as follows:

PURPOSE of Agreement:

1. The purpose of this Agreement is to implement changes in health insurance plan designs to existing health plan offerings provided by the City on July 1, 2012 and mitigate additional costs to all subscribers and subscribers identified as members of protected classes as, low wage earners, retirees and subscribers with high out of pocket medical expenses as more fully described in the attached amended Implementation Notice with attached Exhibits which are incorporated by reference as part of this Agreement.

Effective Date and Duration:

2. The Agreement shall take effect upon the City and the PEC executing the Agreement and shall remain in effect through June 30, 2013.

Effect of Agreement:

3. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies or collective bargaining agreements between the City/School Department and any unions representing City/School employees and any policies relating to retiree health insurance obligations by the City. The agreed to co pays, deductibles and other plan design features will take effect on July 1, 2012 and will continue in effect until changed by the parties pursuant to M.G.L. c. 32B s. 21-23.

Savings Clause:

4. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope and Modification:

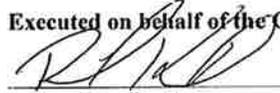
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

Authorization to Sign Agreement:

6. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

Dated: 3/7/12

Executed on behalf of the City of Westfield:



Daniel Knapik, Mayor

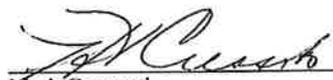
Public Employee Committee:



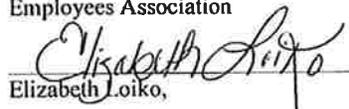
Michael Reuss,
Westfield Public School Custodian Association



Laura Surprise,

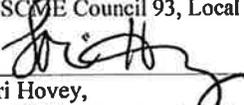


Mark Cressotti,
Westfield Professional Municipal
Employees Association

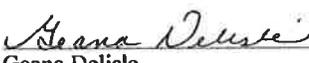


Elizabeth Loiko,

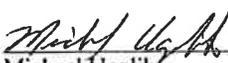
AFSCME Council 93, Local 346

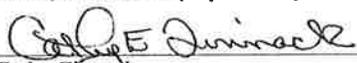

Lori Hovey,
Westfield Education Association

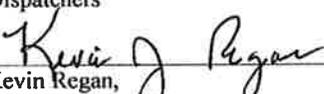

Patricia Maher,
Westfield Lunch Association

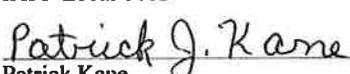

Geana Delisle,
Westfield Cafeteria Managers Association


Brian Freeman,
Westfield Patrol Officers Coalition (Patrolmen)

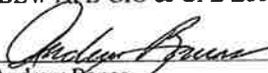

Michael Ugolik,
IBPO, Local 574S (Supervisors)


Cathy Zinnack,
Westfield Emergency Telecommunications
Dispatchers


Kevin Regan,
IAFF Local 1110

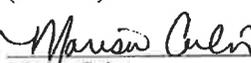

Patrick Kane,
Westfield Fire Department Supervisors
Association

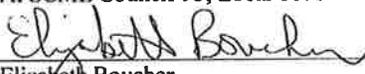
IBEW AFL-CIO & CFL Local 455


Andrew Banas,
Westfield Gas & Electric Management Guild


Bernardo Sanchez,
AFSCME Council 93, Local 1676
(Laborers)


Steven Fernandes,
AFSCME Council 93, Local 1676
(Foreman)


Marisa Colon,
AFSCME Council 93, Local 1676


Elizabeth Boucher,
Retiree Representative

APPENDIX B Salary Schedule

Fire Supervisors Wage Schedule					
Effective 7/1/2022					
Annual – 26.1 pays – Change was made by 2% plus flat \$1,000					
Credentials	Grade	Description	Base	25 Years	27 Years
			Munis Step 1-25	Munis step 26-27	Munis step 28
CFO - Yes	AI00	ACAD FPI-0% ED	\$102,986	\$107,434	\$111,422
FPO I – Yes	AI15	ACAD FPI-15% ED	\$117,146	\$122,262	\$126,847
84 hrs	AI20	ACAD FPI-20% ED	\$121,867	\$127,203	\$131,988
	AI30	ACAD FPI-30% ED	\$131,306	\$137,088	\$142,272
CFO – Yes	FA00	DEP ACAD-0% ED	\$102,283	\$106,698	\$110,656
FPO I – No	FA15	DEP ACAD-15% ED	\$116,338	\$121,416	\$125,966
84 hrs	FA20	DEP ACAD-20% ED	\$121,023	\$126,320	\$131,070
	FA30	DEP ACAD-30% ED	\$130,393	\$136,132	\$141,276
CFO – No	FC00	SUP FPI-0% ED	\$102,285	\$106,698	\$110,734
FPO II – Yes	FC15	SUP FPI-15% ED	\$116,340	\$121,416	\$126,058
80 hrs	FC20	SUP FPI-20% ED	\$121,024	\$126,322	\$131,164
	FC30	SUP FPI-30% ED	\$130,396	\$136,131	\$141,380
CFO – No	FI00	SUP FPI-0% ED	\$101,137	\$105,496	\$109,482
FPO I – Yes	FI15	SUP FPI-15% ED	\$115,202	\$120,033	\$124,619
84 hrs	FI20	SUP FPI-20% ED	\$119,646	\$124,879	\$129,662
	FI30	SUP FPI-30% ED	\$128,903	\$134,568	\$139,753
CFO – No	FP00	FIRE PREV-0% ED	\$100,448	\$104,774	\$108,731
FPO I – No	FP15	FIRE PREV-15% ED	\$114,227	\$119,203	\$123,755
FPO II – No	FP20	FIRE PREV-20% ED	\$118,819	\$124,014	\$128,761
80 hrs	FP30	FIRE PREV-30% ED	\$128,007	\$133,630	\$138,776
CFO – No	FS00	FIRE SUP-0% ED	\$100,448	\$104,774	\$108,731
FPO I – No	FS15	FIRE SUP-15% ED	\$114,227	\$119,203	\$123,755
FPO II – No	FS20	FIRE SUP-20% ED	\$118,819	\$124,014	\$128,761

84 hrs	FS30	FIRE SUP-30% ED	\$128,007	\$133,630	\$138,776
CFO – Yes	PA00	PREV ACAD-0% ED	\$102,283	\$106,698	\$110,656
FPO I – No	PA15	PREV ACAD-15% ED	\$116,338	\$121,416	\$125,966
80 hrs	PA20	PREV ACAD-20% ED	\$121,023	\$126,320	\$131,070
	PA30	PREV ACAD-30% ED	\$130,393	\$136,132	\$141,276
<p><i>CFO – Chief Fire Officer Mgmt Training</i> <i>FPO I – Fire Prevention Officer I</i> <i>FPO II – Fire Prevention Officer II</i></p>					
<p>Fire Supervisors Wage Schedule Effective 7/1/2023 Annual – 26 pays – Change was made by 2% plus flat \$1,000</p>					
Credentials	GRADE	DESCRIPTION	Base	25 Years	27 Years
			Munis Step 1-25	Munis Step 26-27	Munis Step 28
CFO - Yes	AI00	ACAD FPI-0% ED	\$106,046	\$110,583	\$114,650
FPO I – Yes	AI15	ACAD FPI-15% ED	\$120,489	\$125,7007	\$130,384
84 hrs	AI20	ACAD FPI-20% ED	\$125,304	\$130,747	\$135,628
	AI30	ACAD FPI-30% ED	\$134,932	\$140,830	\$146,117
CFO – Yes	FA00	DEP ACAD-0% ED	\$105,329	\$109,832	\$113,869
FPO I – No	FA15	DEP ACAD-15% ED	\$119,665	\$124,844	\$129,485
84 hrs	FA20	DEP ACAD-20% ED	\$124,443	\$129,846	\$134,691
	FA30	DEP ACAD-30% ED	\$314,001	\$139,855	\$145,102
CFO – No	FC00	SUP FPI-0% ED	\$105,331	\$109,832	\$113,949
FPO II – Yes	FC15	SUP FPI-15% ED	119,667	\$124,844	\$129,579
80 hrs	FC20	SUP FPI-20% ED	\$124,444	\$129,848	\$134,787
	FC30	SUP FPI-30% ED	\$134,004	\$139,854	\$145,208
CFO – No	FI00	SUP FPI-0% ED	\$104,160	\$108,606	\$112,672
FPO I – Yes	FI15	SUP FPI-15% ED	\$118,320	\$124,434	\$128,111
84 hrs	FI20	SUP FPI-20% ED	\$123,039	\$128,377	\$133,255
	FI30	SUP FPI-30% ED	\$132,481	\$138,259	\$143,548
CFO – No	FP00	FIRE PREV-0% ED	\$103,457	\$107,869	\$111,906

FPO I – No	FP15	FIRE PREV-15% ED	\$117,512	\$122,587	\$127,230
FPO II – No	FP20	FIRE PREV-20% ED	\$122,195	\$127,494	\$132,336
80 hrs	FP30	FIRE PREV-30% ED	\$131,567	\$137,303	\$142,552
CFO – No	FS00	FIRE SUP-0% ED	\$103,457	\$107,869	\$111,906
FPO I – No	FS15	FIRE SUP-15% ED	\$117,512	\$122,587	\$127,230
FPO II – No	FS20	FIRE SUP-20% ED	\$122,195	\$127,494	\$132,336
84 hrs	FS30	FIRE SUP-30% ED	\$131,567	\$137,303	\$142,552
CFO – Yes	PA00	PREV ACAD-0% ED	\$105,329	\$109,832	\$113,869
FPO I – No	PA15	PREV ACAD-15% ED	\$119,665	\$124,844	\$129,485
80 hrs	PA20	PREV ACAD-20% ED	\$124,443	\$129,846	\$134,691
	PA30	PREV ACAD-30% ED	\$134,001	\$139,855	\$145,102
CFO – Chief Fire Officer Mgmt Training FPO I – Fire Prevention Officer I FPO II – Fire Prevention Officer II					
Fire Supervisors Wage Schedule Effective 7/1/2024 Annual – 26.1 pays – Change was made by 2% plus flat \$1,000					
Credentials	GRADE	DESCRIPTION	Base	25 Years	27 Years
			Munis Step 1-25	Munis Step 26-27	Munis Step 28
CFO - Yes	AI00	ACAD FPI-0% ED	\$109,167	\$113,795	\$117,943
FPO I – Yes	AI15	ACAD FPI-15% ED	\$123,899	\$129,221	\$133,992
84 hrs	AI20	ACAD FPI-20% ED	\$128,810	\$134,362	\$139,341
	AI30	ACAD FPI-30% ED	\$138,631	\$144,647	\$150,039
CFO – Yes	FA00	DEP ACAD-0% ED	\$108,436	\$113,029	\$117,146
FPO I – No	FA15	DEP ACAD-15% ED	\$123,058	\$138,341	\$133,075
84 hrs	FA20	DEP ACAD-20% ED	\$127,932	\$133,443	\$138,385
	FA30	DEP ACAD-30% ED	\$137,681	\$143,652	\$149,004
CFO – No	FC00	SUP FPI-0% ED	\$108,438	\$113,029	\$117,228
FPO II – Yes	FC15	SUP FPI-15% ED	\$123,060	\$128,341	\$133,171
80 hrs	FC20	SUP FPI-20% ED	\$127,933	\$133,445	\$138,483
	FC30	SUP FPI-30% ED	\$137,684	\$143,651	\$149,112

CFO – No	FI00	SUP FPI-0% ED	\$107,243	\$111,778	\$115,925
FPO I – Yes	FI15	SUP FPI-15% ED	\$121,686	\$126,903	\$131,673
84 hrs	FI20	SUP FPI-20% ED	\$126,500	\$131,945	\$136,920
	FI30	SUP FPI-30% ED	\$136,131	\$142,024	\$147,419
CFO – No	FP00	FIRE PREV-0% ED	\$106,526	\$111,026	\$115,144
FPO I – No	FP15	FIRE PREV-15% ED	\$120,862	\$126,039	\$130,775
FPO II – No	FP20	FIRE PREV-20% ED	\$125,639	\$131,044	\$135,983
80 hrs	FP30	FIRE PREV-30% ED	\$135,198	\$141,049	\$146,403
CFO – No	FS00	FIRE SUP-0% ED	\$106,526	\$111,026	\$115,144
FPO I – No	FS15	FIRE SUP-15% ED	\$120,862	\$126,039	\$130,775
FPO II – No	FS20	FIRE SUP-20% ED	\$125,639	\$131,044	\$135,983
84 hrs	FS30	FIRE SUP-30% ED	\$135,198	\$141,049	\$146,403
CFO – Yes	PA00	PREV ACAD-0% ED	\$108,436	\$113,029	\$114,146
FPO I – No	PA15	PREV ACAD-15% ED	\$123,058	\$138,341	\$133,075
80 hrs	PA20	PREV ACAD-20% ED	\$127,932	\$133,443	\$138,385
	PA30	PREV ACAD-30% ED	\$137,681	\$143,652	\$149,004
<i>CFO – Chief Fire Officer Mgmt Training</i> <i>FPO I – Fire Prevention Officer I</i> <i>FPO II – Fire Prevention Officer II</i>					