

MEMORANDUM OF AGREEMENT BETWEEN THE WESTFIELD FIRE FIGHTERS LOCAL 1111 AND THE CITY OF WESTFIELD FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD JULY 1, 2022 THOUGH JUNE 30, 2025.

July 28, 2022

The parties hereby agree that the current collective bargaining agreement shall be amended as indicated below subject to ratification of these terms by the Union and the Westfield City Council. All monetary provisions of this agreement shall be fully retroactive to July 1, 2022.

1. **Article III- PROMOTIONS AND HIGHER EDUCATION-** Amend Section 6(g) as follows:

(g) 15% reimbursement shall be given for any degree which is reasonably related to the individual's firefighting duty. For a Bachelor's Degree, effective July 1, 1987, 18% will be given. In case of Fire Captains and Firefighters , for a Bachelor's Degree, 20% will be given effective July 1, 2022. An individual will formally make application to the Chief prior to commencing such program. The department will maintain and update a list of all applicable degrees that have been previously approved by the Fire Commission and that are not specifically listed in the CBA. This list shall be published for members to review.

2. **Article V-Section 5-Outside Details-** Increase outside detail rates to \$50.00.

3. **Article VI Seniority and Longevity-** Amend Section 1 as follows:

(a) Whenever a vacancy due to retirement, death, promotion, separation from employment or other assignment to move for more than twelve (12) consecutive weeks in duration occurs the most senior employee who, in the view of Management, has the skill, ability and physical fitness to perform the duties of service in that station shall be offered the job. The Chief may, however, reassign employees from substations for retraining purposes, disciplinary reasons, or if such transfer is in the best interest of the Department. The Chief's actions hereunder shall not be subject to the grievance procedure unless approved by the Union's internal grievance committee. The timelines to file and process a grievance shall be extended to twenty-one (21) days to allow the grievance committee sufficient time to consider any potential grievance. Any substation post that is vacant shall be reposted every January 1st.

(b) Captains' Seniority: When a job vacancy occurs, positions requiring Captains' rank shall be posted for a period of Fourteen (14) days, during which time interested and qualified employees may apply. Following the posting period, the employer will determine

whether one of the applicants has the necessary skills, abilities, and physical fitness in order to perform all the facets of the position in an effective and efficient manner. If, in the opinion of the employer, two or more applicants possess the necessary skills, abilities, and physical fitness to perform all facets of the position, then seniority in grade shall prevail in the selection. The Chief however may, when he determines that there is a significant department interest to be furthered, disregard seniority in selecting an employee to fill such vacant position and the Chief may reassign from substations for retraining purposes, disciplinary reasons, or if such transfer is in the best interest of the Department. The Chief's action hereunder shall not be subject to the grievance procedure by any employee. Time in grade shall be computed from the date of permanent appointment and shall not include time served as an acting captain.

4. **Article VII- Vacations-** Amend Section 4 by adding Juneteenth as a paid holiday.

5. **Article VIII- Clothing Allowance-**

- **Section 1-**Add the following language:

In the event department issued property is stolen or damaged outside of work, the employee shall be financially responsible for replacement.

- **Section 3-** Amend as follows:

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. Any employee entering his second year shall be issued an initial dress blue uniform unless such employee has not completed their job hire requirements (Fire Academy & Paramedic School) in which case such garments will not be provided until such job requirements are met. The City will, if necessary in its judgment, provide any replacements to the dress uniform made necessary as a result of the promotion of the employee.

6. **Article X- Sick Leave and Bereavement Leave-**

- Amend Section 1(g) as follows:

(g) The Employer reserves the right to have an employee examined by a physician of the Employer's choosing at the City's expense and following absence from one complete tour (two days/two nights). An employee who is absent for more than three consecutive shifts or who utilizes sick leave adjacent to vacation leave will require a doctor's note. If a

doctor's note is not received the employee will be charged to their accrued time in the following order: attendance time, personal time, or allowable vacation time.

- Amend Section 3-Bereavement Leave as follows:

Current spouse, child (including adoptive children and step-children), parent (including step-parent), Brother or sister (including step-brother, step-sister, half-brother, half-sister)- four (4) shifts.

Current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparent, grandchild, domiciled relative, Aunt or uncle, aunt or uncle of spouse, grandparent of spouse, niece or nephew - two (2) shifts.

7. **Article XXIII- EMS Teams- Amend as follows:**

- Replace:

The parties agree to define a temporary vacancy in the primary team to be of no longer than eight (8) weeks duration, based on certification. The Chief, to the best of his ability, will assign the most junior qualified personnel thereafter.

With:

The parties agree to define a temporary vacancy in the primary team to be of no longer than twelve (12) weeks duration per instance. The Chief, to the best of his ability, will assign the most junior qualified personnel regardless of certification. Individual instances of vacancies known by the department to be greater than 12 weeks will be defined as long-term temporary vacancies. The Chief, to the best of his ability, will assign the most junior qualified personnel.

- Amend the following language:

Each Captain shall be paid, in addition to the weekly salary he/she is otherwise due, the sum of one hundred and ten dollars (\$110.00) per week for each week he/she holds current EMS certification. Such payments shall be rolled into the Captain's base pay.

- Add the following language:

Paramedics with twenty (20) years of employment with the department as a paramedic and out of the Primary Team, may drop their ALS (Paramedic)

certification with 6 months' notice to the Fire Chief. Temporary reassignment to the primary team does not prohibit dropping their ALS certification.

All paramedics on the primary team must retain their "IFT" certification/credentials but may drop such certification upon departing the primary team.

- Amend the following language:

EMS personal dispatched on the ambulance for "transport calls" will be paid fifteen dollars (\$15.00) for each such "transport call." Other employees including those on engines who are also dispatched to "transport calls" and are involved in patient care, shall be paid two dollars and fifty cents (\$2.50) for each such "transport call". "Transport calls" are defined as any ambulance call which are subject to billing and which result in the actual transport of individual(s).

8. **Article XI- Compensation-**

- Base wages will be increase as follows:

July 1, 2022 2%
July 1, 2023 2%
July 1, 2024 2%

9. The parties agree to add language to contract confirming the requirement for annual CORI checks pursuant to 130 CMR 407.

The parties agree that upon City Council ratification and funding, they will incorporate the terms of the MOA and all other MOA's which are still in force into the collective bargaining agreement within a reasonable period of time after ratification.

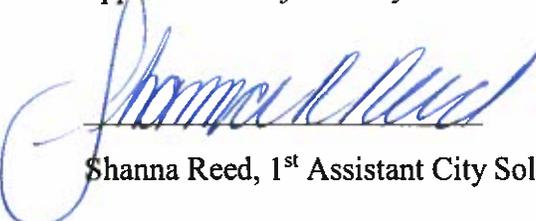


Michael A. McCabe, Mayor
Date: 8-16-22



Westfield Firefighters Local 1111
Date: 8/15/22

Approved as to form only:



Shanna Reed, 1st Assistant City Solicitor

AGREEMENT BETWEEN
THE CITY OF WESTFIELD
AND
THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1111

Effective - July 1, 2016

Terminated - June 30, 2019

ARTICLE VII	Vacations	
	Section 1 - Length	26-27
	Section 2 - Drawing Vacations	27-28
	Section 3 - Definition of Vacation Week	29
	Section 4 - Paid Holidays	29-30
ARTICLE VIII	Clothing Allowance	
	Section 1 - Clothing Allowance	30-31
	Section 3 - Maintenance of Uniforms	31
	Section 4 – Honor Guard	32
ARTICLE IX	Union Business and Grievance Procedures	
	Section 1 - Union Negotiating Team	32
	Section 2 - Bulletin Boards	32
	Section 3 - Union President - Leave	33
	Section 4 - Grievance Procedure	33-34
ARTICLE X	Sick Leave and Bereavement Leave	
	Section 1 - Sick Leave	35
	Section 2 - Sick Leave Bank	36
	Section 3 - Bereavement Leave	37-38
	Section 4 - Health Insurance	38
	Section 5 - Personal Day	39
	Section 6 - Federal Family and Medical Leave Act	39
ARTICLE XI	Compensation	
	Section 1 - Salaries	40-45
	Section 2 - Assistant Superintendent of Alarm	45
	Section 3 - Roll Call Pay	45
ARTICLE XII	Agency Shop, Union Dues, Checkoff	
	Section 1 -	46
	Section 2 -	46-47
	Section 3 -	47

	Section 4 -	47
	Section 5 -	47
	Section 6 -	47
	Section 7 -	47
	Section 8 -	47-48
ARTICLE XIII	Employee Files and Individual Agreements	
	Section 1 -	48
	Section 2 -	48
	Section 3 -	48
	Section 4 -	48-49
	Section 5 -	49
	Section 6 -	49
ARTICLE XIV	Orders of the Chief	
	Section 1 -	49
ARTICLE XV	Exam Time and Military Leave	
	Section 1 - Examination Time	49
	Section 2 - Military Leave	49
	Section 2A - Military Leave Pay	50
ARTICLE XVI	Existing Conditions	
	Section 1 - Labor Requirements	50
	Section 2 -	50
	Section 3 -	50
ARTICLE XVII	Indemnification	
	Section 1 -	51
	Section 2 -	51
	Section 3 -	51
	Section 4 -	52
	Section 5 -	52
	Section 6 -	52
ARTICLE XVIII	Telephones	53

ARTICLE XIX	Labor Management Committee	53
ARTICLE XX	Personal Effects Allowance	54
ARTICLE XXI	Funding of Agreement	54
ARTICLE XXII	Temporary Transfers for the Convenience of the Employer	54
ARTICLE XXIII	E.M.S. Teams	55-64
ARTICLE XXIV	Dispatcher's Increments and Manpower	
	Section 1 -	65-66
	Section 2 -	66
	Section 3-	66
	Section 4 -	66
ARTICLE XXV	Separability of Clauses	67
ARTICLE XXVI	Drug and Alcohol Free Workplace and Employee Assistance	67-70
ARTICLE XXVII	Maternity Leave	70-71
ARTICLE XXVIII	Scope of Agreement	71-72
ARTICLE XXIX	Miscellaneous	73
ARTICLE XXX	Reserve	73
ARTICLE XXXI	Outdoor Training Exercises in Extreme Weather	73-74
ARTICLE XXXII	Limited Duty	74-76
ARTICLE XXXIII	Duration and Termination	
	Section 1 -	77

	Section 2 -	77
	Section 3 -	78
	Section 4 -	78
Attachment A	Firefighter Pay Matrix	79
Attachment B	Drug and Alcohol Testing Policy	82
Attachment C	Memorandum of Agreement Primary Ambulance Team	89
Attachment D	Memorandum of Agreement Minimum Staffing	91
Attachment E	Dues Authorization	93
Attachment F	Job Description – Captain	94

ARTICLE I
RECOGNITION AND UNION SECURITY

SECTION 1: RECOGNITION

The City of Westfield recognizes Local 1111, I.A.F.F., AFL-CIO, as the sole and exclusive bargaining agent for all uniformed employees of the Fire Department, which shall include paramedics and EMTs, but excluding the Chief of the Department and Deputy Chiefs, and non-uniformed clerical employees, with respect to wages, hours, standards of productivity and performance and other terms and conditions of employment.

The parties agreed to delete the reference to “reserved firefighters” and the language of Article XXX of the Agreement, due to the fact that no reserve firefighters currently exist. If the title is utilized in the future, the language contained in the July 1, 1998, Agreement will be reinstated and placed in full force and effect, pending further agreements by the parties.

The rights of the City of Westfield and employees of the Fire Department shall be respected and provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 2: UNION SECURITY

The City of Westfield agrees not to discriminate in any way against employees covered by the Agreement because of union membership or union 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 Local 1111. The parties hereto recognize the City of Westfield as an Affirmative Action/Equal Opportunity Employer, (M/F/H). Subject to the provisions of this agreement, the employer and the union agree not to discriminate in any way against employees covered by this agreement on account of any lawful union activity, or on account of race, religion, creed, domicile, color, age, sex, or national origin.

ARTICLE II
RESERVED RIGHTS OF MANAGEMENT

The Employer, City of Westfield, by this Agreement concedes no authority it had prior to the initiation of collective bargaining except where the language of the contract or the past practice of the parties provided to be contrary. The management and operation of the Fire Department and the direction and supervision of the employees therein is vested exclusively in the City of Westfield, and the City of Westfield shall continue to have the rights customarily reserved to the management of the Westfield Fire Department, including the right to hire, promote, suspend, discipline, or discharge for proper cause.

ARTICLE III
PROMOTIONS AND HIGHER EDUCATION

SECTION 1: RETENTION OF CIVIL SERVICE 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 is needed, shall take into consideration the need of the City for fire protection and the safety of employees. This applies to firefighters, emergency medical personnel, and officers.

SECTION 3: PROMOTION

All promotions within the Department shall be made as a result of competitive examination promptly ordered, given and granted by the Human Resources Division of the Commonwealth. Firefighters hired after August 6, 1997 must hold and maintain no less than EMT-B certification in order to be eligible for promotion to Captain.

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 Chief or 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: SENIOR SUBSTATION EMPLOYEE COMPENSATION

The language in this Section has been deleted in the July 1, 2001, Agreement due to the retirement of the last person eligible.

SECTION 6: HIGHER EDUCATION PROGRAM

(a) The career Incentive Pay Program is available to all regular full time members of the Westfield Fire Department and is as follows:

(b) The Incentive Pay Program shall consist of annual increments which shall not be added to the Employee's base salary, but which shall be used in computations establishing retirement compensation to the extent permitted by Chapter 681 of the Acts of 1979. Said payment shall be paid bi-weekly in the employee's regular paycheck.

(c) The salary increases shall be predicated on the accumulation of points in the following manner:

One (1) point for each semester hour of credit earned. Sixty (60) points for an Associate's degree. One hundred and twenty (120) credits and Bachelor's Degree.

All semester credits and degrees shall be earned at and awarded by an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of HIGHER Education of the Commonwealth of Massachusetts, which "educational institution" shall be deemed to include the "Open Learning Fire Service Program." Firefighters, in special cases, may submit credits or degrees in fire science earned at an educational institution accredited by a bonafide accrediting agency other than those listed herein.

(d) Each employee shall submit a copy of pertinent academic records or transcripts to the Chief of the Department not later than June 20 of each year. These records shall include attestation by the school that the credits are in fact approved towards a Degree in Fire Science, Fire Technology, Fire Administration, or Fire Education. Such transcripts need not be resubmitted.

(e) Employees assigned to the Alarm Division shall receive credits as aforesaid for educational training in the electrical field as well as in Fire Science, Fire Technology, Fire Administration, or Fire Education.

(f) Credits counting toward a Degree in Fire Science, Fire Technology, Fire Administration, or Fire Education and in the electrical field for those assigned to the Alarm Division, but earned prior to an Employee's enrollment in such a course as an Employee shall be compensated only when an equivalent number of credits are earned as an Employee except as to those employees referred to in Paragraph (g) (3), below.

(g) 15% reimbursement shall be given for any degree which is reasonably related to the individual's firefighting duty. For a Bachelor's Degree, effective July 1, 1987, 18% will be given. In case of Fire Captains only, for a Bachelor's Degree, 20% will be given effective July 1, 1986. An individual will formally make application to the Chief prior to commencing such program.

(h) Adjustments made hereunder for the year shall be payable on or before June 30 of each year and shall, for each year, be adjusted to reflect new credits earned as of that date. Sums due under the provisions hereof shall be paid by separate check and shall not be used in the calculation of overtime or other benefits. Employees shall be responsible for officially advising the Chief, in writing, of continuing educational endeavors which qualify for compensation hereunder in a timely manner so as to enable the Chief to anticipate increases in budgeting allowances as the result of the obtaining or expected obtaining of additional qualifying credits. Such notice to the Chief shall be submitted on or before December 15 of each year.

(i) In the event of retirement or death, qualified Employees, or the estate of deceased Employees, shall receive with the final payroll the full amount of such entitlement plus a fraction the numerator of which shall be the number of days from July 1 to the effective date of retirement or death and denominator of which shall be 365.

(j) Employees who are enrolled in courses for which credits are available under Emergency Medical Technician offerings and employees who are required to attend courses, clinics or participate in other activities in order to maintain their status as Emergency Medical Technicians shall be entitled to compensation, at overtime rates as provided in the Agreement, for time spent in such courses, clinics, or other activities when such time is scheduled and such attendance is outside of the regularly scheduled tour hours for such employees. The foregoing has no application to employees who are enrolled in EMT-I or Paramedic courses on a voluntary basis. Those originally hired into the bargaining unit on or after February 1, 1978 may be required to take such courses. For so long as the employer requires a Paramedic or EMT-I to maintain his/her Paramedic or EMT-I certification, the employer shall provide and/or pay for such mandatory continuing education courses as are necessary from time to time in order to keep the certifications in force and effect. If the employer is providing these courses/paying these expenses, it shall have the right to assign such employee to ambulance duty as is elsewhere set forth within this Agreement.

Effective on January 5, 1997, the payment of overtime rates described in this section shall not apply to Captains.

30 Credits	5%
45 Credits	7.5%
60 Credits	10%
120 Credits	18%
*Captains Only	*20%

(k) With the prior approval of the Westfield Board of Fire Commissioners, Captains may be allowed up to two weeks per year for the purpose of attending courses offered by the National or State Fire Academies.

Effective July 1, 2001, only the following employees shall be eligible for the above-stated Higher Education Program, at the rates indicated below:

Dennis Dalton	7.5%
Curtis Gezotis	10%
Don Humason	10%
Jay Lakoma	10%
David Ritchie	10%
Richard Strong	10%
Joseph Coach	10%
Patrick Egloff	5%
Richard Porter	5%

All remaining eligible employees shall follow the Career Incentive Pay Program as described in Section 6A below. Upon separation from employment of the last of the above-mentioned employees, this Section 6 shall be replaced in its entirety with Section 6A below.

SECTION 6A: CAREER INCENTIVE PAY PROGRAM

In order to encourage employees to acquire job-related higher education which will increase their skills and thereby enhance the safety of residents of the City, the City makes the following Career Incentive Pay Program available to all regular full-time firefighters and Captains of the Westfield Fire Department.

A. Degrees Eligible for Career Incentive Pay:

(1) For Firefighters: Associates or Bachelors Degree in any of the following: Fire Science; Fire Technology; Fire Administration; or Fire Education.

(2) For Paramedics: E.M.S. Management (Springfield College) or equivalent, (ie. Associates Degree in E.M.T. Paramedic (Hudson Valley)); or Exercise Science with a strong adjunct of human physiology.

(3) For Captains: In addition to the foregoing, an Associates or Bachelors Degree in any of the following: Public Administration; Business Administration; Management; Engineering; or Computer Science.

(4) 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 Personnel Director to afford each an opportunity to review and advise the Fire Commission prior to the taking of a final vote. The parties agree to establish a side committee to review the courses/degrees acceptable for Career Incentive Pay, including review of online degree coursework. The City agrees to reopen the list of those interested in advanced certification to current employees, but may restrict those enrolled in a EMS/Paramedic program to no more than two per year.

B. Career Incentive Pay Added to Base Pay and Paid Weekly.

(1) Firefighters with an Associates Degree in one of their qualifying fields of endeavor who follow the proper application procedure shall be granted additional compensation at the rate of fifteen percent (15%) of his/her hourly base wage to be added to the hourly base pay. Firefighters with a Bachelors Degree in one of their qualifying fields of endeavor who follow the proper application procedure shall be granted additional compensation at the rate of eighteen percent (18%) of his/her hourly base wage to be added to the hourly base pay.

(2) Captains with an Associates Degree in one of their qualifying fields of endeavor who follow the proper application procedure shall be granted additional compensation at the rate of fifteen percent (15%) of his/her weekly base salary to be added to the weekly base salary. Captains with a Bachelors Degree in one of their qualifying fields of endeavor who follow the proper application procedure shall be granted additional compensation at the rate of twenty percent (20%) of his/her weekly base salary to be added to the weekly base salary.

(3) Superintendent of Alarms with an Associates Degree in one of their qualifying fields of endeavor who follow the proper application procedure shall be granted additional compensation at the rate of fifteen percent (15%) of his/her weekly base salary to be added to the weekly base salary. Effective July 1, 2008, Superintendent of Alarms with a Bachelors Degree in one of the qualifying fields of endeavor who follow the proper application procedure shall be granted additional compensation at the rate of twenty percent (20%) of his/her hourly base wage to be added to the hourly base pay.

C. Application Procedure.

(1) Individuals shall be responsible for formally advising the Fire Chief in writing between December 1 and December 20 each year of any expected changes in their career incentive pay so as to allow the Fire Chief to properly budget for the anticipated change in the upcoming fiscal year budget. Individuals with multiple qualifying degrees shall select that one degree for which they will receive Career Incentive Pay. Individuals who have no change in Career Incentive Pay status in the fiscal year which shall begin the July 1 which follows the December 1 through December 20 notification period have no need to file the writing. Firefighters will be required to adhere to the notice requirements in any year in which they anticipate a change. Failure to do so will require them to wait to the next budget cycle.

(2) Before June 20 each calendar year individuals who have notified the Fire Chief of an expected change in career incentive pay status shall submit to the Fire Chief a copy of his/her academic transcript/transcripts 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 one awarded from an institution of higher learning accredited by one of the following: (a) Board of Higher Education of the Commonwealth of Massachusetts; (b) New England Association of Colleges and Secondary Schools; (c) Middle States Association of Colleges and Schools; (d) such comparable accreditation as the Fire Commission, on a case-by-case basis, votes to accept as comparable.

(3) Upon determination by the Fire Chief that the academic transcript submitted is sufficient, the Fire 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.

D. Present Employees Who Do Not Qualify.

(1) Individuals who, as of June 30, 1999, are authorized to receive benefits for college degrees or college course credits under the existing Higher Education Program which degrees or college course credits would not qualify for the additional compensation to be paid under the Career Incentive Pay Program shall continue to receive the same percentage added to base pay as each presently receives. Individuals so treated

shall, if a Firefighter, receive the additional compensation as an add on to hourly base wage and, if a Captain, to weekly base salary. Should such an individual obtain a qualifying degree, the individual shall, upon proper application, receive the benefits of the Career Incentive Pay Program and cease receiving the benefits of the obsolete Higher Education Program.

E. Certificate of Completion in Fire Science; Specialized Certifications.

(1) Employer acknowledges that the course of study at Springfield Technical Community College which results in a Certificate of Completion in Fire Science is an educational program which provides significant job-related knowledge and skills. Effective the first full pay period of July, 1999, employer shall grant to each firefighter who attains such a certificate and who applies and is approved through the foregoing process, additional compensation at the rate of five percent (5%) of his/her base hourly wage to be added to his/her hourly base pay. The same percentage on the same terms is available to Captains provided that the additional compensation is calculated on weekly base salary and paid weekly.

(2) Employer acknowledges that the Emergency Vehicle Technician (“EVT”) Certification Commission, Inc. provides certifications for emergency vehicle technicians and mechanics. Employer acknowledges that the Department Mechanic who attains, maintains, and also provides proof of continuing EVT certification, shall be entitled to the following:

Level 1	E.V.T. Technician	+2%
Level 2	E.V.T. Technician	+2%
Level 3	E.V.T. Technician	+2%
Level 1	Light Duty Automotive	+2%
Level 2	Light Duty Automotive	+2%
Level 3	Light Duty Automotive	+2%
Level 1	Heavy Duty Truck	+2%
Level 2	Heavy Duty Truck	+2%
Level 3	Heavy Duty Truck	+2%

Percentages of pay increases to be added to his/her base weekly salary. The maximum percentage allowed for educational benefits will be 18%.

Effective November 1, 2009, the following schedule will take effect:

Level 1	E.V.T. Technician – Fire Apparatus	+ 3 %
Level 2	E.V.T. Technician – Fire Apparatus	+ 3 %
Master Level 3	E.V.T. Technician – Fire Apparatus	+ 3 %
Level 1	E.V.T. Technician - Ambulance	+ 3 %
Level 2	E.V.T. Technician - Ambulance	+ 3 %
Master Level 3	E.V.T. Technician – Ambulance	+ 3 %

Percentages of pay increases to be added to his/her base weekly salary.
The maximum percentage allowed for educational benefits will be 18 %.

The mechanic must present to the Chief of the Department proof of current certifications in June of each year in order to receive payment for the upcoming fiscal year. Failure to present certification each June will result in the loss of benefits for the next fiscal year. In order to qualify for additional benefits, the Mechanic must notify the Chief in writing in December of each year if he/she anticipated any changes in benefits for the next fiscal year. The Mechanic shall provide such documentation as may be required by the Chief of the Department.

The Union agrees that the Mechanic will attain and maintain EVT Certifications on his/her own time and at his/her own expense. The Union further agrees that the Mechanic will purchase all course materials needed and pay all fees required. The acquirement of EVT credentials and subsequent re-certification shall be at no cost to the City.

(3) Employer acknowledges that the National Institute for Certification in Engineering Technologies (NICET) provides job-related certifications for Fire Protection Engineering Technology. Employer acknowledges that individuals assigned to the Alarm Division who attain NICET certification in the subfield of Fire Alarm Systems have provided proof that they have shown they meet industry-wide accepted standards with regard to their ability to maintain and repair fire alarm systems. Effective the first full pay period of July, 1999, an individual who attains Level II NICET certification in the subfield of Fire Alarm Systems shall, while serving in the Alarm Division, and if paid on an hourly basis, receive additional compensation equal to five percent (5%) of his/her hourly base wage to be added to his/her hourly base pay. If paid on a salary basis,

he/she shall receive the additional compensation equal to five (5%) of his/her weekly base salary to be added to his/her weekly base salary. Upon attainment of the top level NICET certification in the subfield of Fire Alarm Systems, the percentage, calculated and paid as aforesaid, shall increase to eighteen percent (18%).

(4) The application and approval process and the time frames as set forth, above, for the degree-based portion of the Career Incentive Pay program are the same as for these certifications. An employee entitled hereunder to this compensation shall not be entitled to compensation for any other attainments under the Career Incentive Pay program (to include multiple certifications) or to attainments under the obsolete Higher Education program. If an individual holds more than one certificate and/or degree, he/she must elect the one for which Career Incentive Pay will be paid.

(5) The Chief Mechanic, Superintendent of Alarm and Assistant Superintendent of Alarm are considered firefighters for the purpose of the Career Incentive Pay Program. Notwithstanding the foregoing and in accordance with the past understandings of the parties with reference to the educational attainments of the incumbent Superintendent of Alarm serving as of July 1, 1998, that said incumbent Superintendent of Alarm shall be entitled to the percentage rate due a Captain who holds a Bachelors degree.

F. National or State Fire Academies - Captains

With prior approval of the Westfield Board of Fire Commissioners, Captains may be allowed up to two weeks per year for the purpose of attending courses offered by the National or State Fire Academies.

ARTICLE IV

DUTIES

SECTION 1: DUTIES

Members of the Fire Department shall have duties consisting of prevention, control and extinguishing of fire and limited to the following and such other duties as are specifically set forth in this Agreement:

A. Firefighters

1. Perform firefighting activities, including the operation and general maintenance of the fire department, apparatus, ambulance and quarters, and to perform related work as required, with primary responsibility for protecting life and property.
2. Perform inspection work, fire prevention work, etc., when detailed.
3. Participate in desk watches and attendance at drills and training as may be required.
4. Such other duties and responsibilities, not in conflict with this agreement, as may be assigned from time to time by the proper authority.

B. Captains

All captains shall be recognized and respected as commanding officers. Captains are regularly required to exercise discretion and provide supervision in the course of their work. As such, Captains are recognized as exempt employees as per the Fair Labor Standards Act.

Captains shall direct firefighters under their command in the fighting of fires and the protection of lives and property of the community. They shall have those duties and accept those responsibilities as enumerated in the Job Description for Fire Captains of the Westfield Fire Department, a copy of which is attached hereto and incorporated herein by reference as Attachment A.

C. Superintendent of Alarm

The Superintendent of Alarm is directly responsible for the development and maintenance of the Municipal Fire Alarm System, Fire Department Radio Communications systems and all dispatching equipment of the department. The Superintendent regularly supervises two or more employees and is administrative head of the Alarm Division. As such, the Superintendent of Alarm is recognized as an exempt employee as per the Fair Labor Standards Act.

D. Chief Mechanic

The Chief Mechanic is directly responsible for the management of the Fire Department's physical facilities and associated firefighting equipment and for training of personnel relative thereto. The Chief Mechanic regularly supervises two or more employees and is recognized as administrative head of the Mechanical Division. As such, the Chief Mechanic is recognized as an exempt employee as per the Fair Labor Standards Act. The Chief Mechanic must honor a 15-mile residency requirement, and move within that range within one year of appointment to Chief Mechanic position.

SECTION 2: SAFETY AND HEALTH

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

(a) The City shall make every reasonable effort to maintain the air conditioning system for the upper floor of the headquarters station in good working order.

(b) The City shall provide for necessary repair or replacement of the stove and the refrigerator currently in use in each station so equipped.

(c) The City shall provide furniture in the living spaces (i.e. T. V. room, dormitories, kitchens, etc.). The employer shall meet with representatives of Local 1111 from time to time to discuss matters regarding such furniture.

(d) The City will provide relief in the event of a major incident exceeding six (6) hours in duration, and which in the opinion of the Chief or Acting Chief warrants such relief due to extremes of weather conditions. Such relief is to be determined by the Chief or Acting Chief according to need. In no event shall such relief exceed three (3) hours and is to be utilized for personal needs and to prepare equipment for response to subsequent alarms.

(e) The City will make every effort consistent with the well-being and safety of the populace of Westfield to have an ambulance present at the scene of fires and/or incidents deemed necessary by the Chief, or in his absence, by the ranking officer on the scene.

SECTION 3: MISCELLANEOUS

The City may assign firefighters to tasks involving the general maintenance of apparatus and equipment at the discretion of the Fire Chief. Employees may be required to perform daily routine work in connection with maintaining the building in which they are stationed and the grounds on which such buildings are located. For purpose of this section, such work shall not include the kind of work which is usually performed by building tradesmen; however, this limitation shall not apply to the Superintendent or Assistant Superintendent of Fire Alarms who are assigned full time to perform fire alarm maintenance duties.

The employer agrees to compensate one firefighter per group who retains or obtains his/her Massachusetts license as a duly licensed electrician at rate that is fifteen percent (15%) above a firefighter's weekly base rate to which such firefighter is entitled. Notwithstanding any other term of this Agreement, in consideration of the additional fifteen percent (15%) weekly wage, the parties agree to allow each firefighter to perform electrical work for the Department or be consulted regarding same when such work does not conflict or interfere with the firefighter's primary occupation as a firefighter and duties as a public safety employee. A firefighter hereunder entitled to this compensation shall not be entitled to compensation under the Article III, Section 6 Higher Education Program or under its replacement program, the Career Incentive Pay program. Said firefighter-electrician, if entitled to additional compensation under both, must make an election as to which form of additional compensation he/she elects to receive.

The parties recognize that serving the residents of Westfield involves maintaining a positive presence in the community. That positive presence is enhanced by activities which may be appropriately undertaken in uniform within the community but outside of normal duty hours. An example of such an activity is participation in fire safety educational programs in the public schools. It is recognized that such activities when not required by the Employer are not eligible for compensation. However, no employee who donates his/her time to such activity and who, through no fault of his/her own, suffers a serious injury, should suffer the consequences alone. Therefore, and unless or until such time as the City obtains insurance which provides protections for

those involved in such activities, for such of these activities for which the Fire Chief has issued written permission in advance, unit members who donate their time in such activities shall, to the extent permitted by law, be accorded the protections of M.G.L. Chap. 41, Sec. 100 and Sec. 111F. If injured in such authorized activity the injured individual is subject to the same procedures and requirements as if injured on duty. The Fire Chief may, in his sole discretion, impose additional restrictions and limitations within the document that contains his written, advance approval and any unit member who thereafter engages in the activity in question does so with notice of and subject to these additional restrictions and limitations.

ARTICLE V

HOURS AND OVERTIME

SECTION 1: HOURS OF DUTY

The hours of duty for those Employees who work rotating shifts shall be so established that the average weekly hours of duty in any year, not including hours during which such members may be summoned and kept on duty because of a conflagration or major emergency, shall not exceed forty-two (42). Notwithstanding the foregoing sentence, it is recognized that nothing within this Agreement and this Contract may be construed as an obligation on the part of the City to pay Captains at a rate of time of one and one-half for any reason nor the Superintendent of Alarm or the Chief Mechanic at a rate of time of one and one-half for any reason whatsoever. 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:

Week	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
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	block	O
7	block	O	O	O	O	O	block
8	O	block	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.

With respect to the application of this Article notwithstanding the foregoing, the parties have negotiated and agreed that as authorized by Section 207 (k) of the Fair Labor Standards Act and solely for the purpose of the Fair Labor Standards Act, there shall be established a 24 day “work period”. The Fire Chief shall establish the initial 24 day work period for each of the four separate groups and shall utilize an appropriate system to assure FLSA compliance.

Notice to and approval of the Chief, the Officer in Charge or Acting Officer in Charge, by a relieving employee any time between 5:45 P.M. and 6:00 P.M. and any-time between 7:45 A.M. and 8:00 A.M. shall be sufficient to constitute a relief. Reliefs at all times must have prior approval of the Officer in Charge or the Acting Officer in Charge. Substitutions will remain the same on a per shift basis. Substitution for more than three consecutive shifts will require the permission of the Chief.

The hours of duty of the Chief Mechanic, Superintendent of Alarm, Assistant Superintendent of Alarm and the Captain assigned as Training Officer shall be eight 8:00 A.M. to 5:00 P.M., Monday through Friday of each week with a one hour lunch period or 7:30 A.M. to 6:00 P.M., four (4) consecutive or four (4) nonconsecutive days within one seven day period commencing at 12:01 A.M. Saturday and ending midnight the next following Friday. These hours shall be determined by the requirements of the work and at the discretion of the Fire Chief. Different positions may be on different schedules. The Fire Chief shall have the discretion to change the hours of an upcoming week upon one weeks' advance notice to the affected employee and may exercise the discretion to change the hours within the confines of the above language.

SECTION 2: OVERTIME

A. Firefighters

The hourly rate of compensation to be multiplied by one and one-half (1.5) is the hourly rate to which the firefighter is entitled according to his/her placement on the Base, Career Incentive and Longevity Step Matrix appended as an Exhibit hereto. Overtime 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.

Guidelines for distribution of overtime will be developed by the Union and approved by the Union body and the Fire Chief. The accepted guidelines will be followed by the Fire Chief and Officers of the Fire Department when distributing overtime. The parties agree that adherence to these guidelines by the Fire Chief and/or Officers constitutes a complete defense to any grievance concerning the distribution of overtime.

The Fire Chief shall oversee the overtime hours to ensure the distribution remains as fair and equitable as possible. If need be, the Fire Chief will make orders necessary to correct undue inequities. The parties recognize that the distribution of overtime for specialized positions (e.g. watch room, paramedic, platform) may, at times, necessitate uneven scheduling of overtime opportunities for those positions. The parties agree that such situations do not constitute conditions of undue inequity.

The guidelines as adopted shall in no respect be interpreted to address the issue of when overtime is to be offered, but rather shall address only the issue of how it is to

be offered to the employees, if offered by the employer. The present overtime distribution system as in effect July 1, 1998 shall continue in force and effect (except as modified under EMS article) until replaced by the aforementioned guidelines. Once developed and approved one copy of the guidelines shall be retained by the Union executive board and one copy shall be promptly forwarded to the City Personnel Director and City Auditor.

The parties recognize that the fire department operates in a dynamic, changing environment; therefore, guidelines for the distribution of overtime will require change from time-to-time. The parties agree, therefore, that the process outlined in paragraph two shall apply to guideline changes. Any such changes must be reduced to writing with the writing promptly delivered to the City Personnel Director and City Auditor prior to the effective date of the change.

B. Captains

The parties agree that the following are examples of hours of work for which the Captains are exempt from overtime payment each fiscal year:

- (a) All vacation leave for Captains
- (b) All convention leave
- (c) All bereavement leave for Captains
- (d) All paternity leave for Captains
- (e) All personal days leave for Captains
- (f) All good attendance day leave for Captains
- (g) All emergency call back for Captains
- (h) All court time for Captains
- (i) All sick or injured leave involving Captains
- (j) All training leave involving Captains
- (k) All meetings such as:
 - EMT meetings
 - Local emergency planning meetings
 - Critical Incident Stress meetings
 - Organizational meetings

The Chief shall maintain and oversee the hours worked by Captains to ensure that the distribution remains fair and equitable between all Captains, and, if need be, make orders necessary to correct any inequities.

It is expressly agreed between the parties that this exemption of overtime shall be reasonably applied. Nothing in this Agreement shall preclude the Union from expressing its rights under the grievance procedure should a question of reasonableness of application above and beyond current standards arise.

If a Captain is absent from duty for a period of thirty (30) consecutive working days, it is agreed that a member of the Westfield Fire Department will be appointed to the position of Acting Captain. Reasonable effort shall be made to effect such appointment within ten working days next following.

Upon receiving notification of the retirement of a Captain, the City shall appoint a permanent or acting Captain at least thirty (30) days prior to the official retirement date of the departing Captain. The newly-appointed Captain or Acting Captain shall begin duties on the official retirement date of the departing Captain. In the case of separation from duty, such as death, resignation, promotion, or other event, where advance notice may not be forthcoming, the City shall appoint a permanent or an Acting Captain as soon as reasonably practicable, but no longer than thirty (30) calendar days after becoming aware of the separation. The Chief may fill vacancies of less than thirty (30) days through an "out of grade" or temporary promotion, or less than ninety (90) days through an acting or temporary list from the Human Resources Division in accordance with the Department "Delegation of Promotional Authority" policy.

The work year for Captains is an average of no more than two hundred and sixty (260) hours above base schedule per Captain (or acting Captain/regular Captain combined if split between two or more personnel).

It is specifically agreed by the parties that the hour cap was designed to provide compensation for fill in hours due to absences under Article V Section 2 (a-j), and additionally absences due to military leave, retirement, leave of absence, death and family leave, with the exception of subsection (k).

Any special assignments (such as Hazmat team) or training opportunities or meetings such as those delineated in section (k) in excess of four (4) hours, will require approval of the Chief. The affected Captain and the Chief shall mutually agree on the method of coverage/compensation for the Captain in such absences. A written notice of the agreement shall be sent to the Personnel Director and President of the Union and if no response or objection within ten (10) calendar days of the notice, the agreed upon method shall be accepted, otherwise the parties will meet to attempt to resolve the issue. Any authorization of compensation shall be based on the rate of forty-one dollars and sixty cents (\$41.60) per hour, to increase based upon any contractual rate increases.

The Training Captain shall work four (4), ten (10) hour days per week, except during holiday weeks where his schedule shall be five (5), eight (8) hour days (including the day off for the holiday). The Training Captain shall work the schedule out with the Chief to ensure that he is available for coverage for time off with the remaining Captains. The Chief may assign the Training Captain up to two (2) day shifts per week as coverage for a captain absent from duty. The Chief will make a good faith effort to minimize the number of shifts assigned to the training captain unless absences warrant such assignment. Any further coverage will be at the discretion of the Training Captain beyond his normal work hours and will count towards fill-in time. It is understood that any required training being offered by the Training Captain will take precedence over assignment by the Chief for coverage. It is further understood that the Training Captain will provide training to the extent it can be accomplished along with the Captain's other responsibilities when he is assigned to a line position.

C. Superintendent of Alarm

The parties agree that the following are examples of hours of work for which the Superintendent of Alarm is exempt from overtime payment each fiscal year as either emergency call back or duties requiring extending the normal hours of duty as specified in Article V, Section 1:

The Superintendent of alarm is exempt from the following for overtime payment each fiscal year as either emergency call back or duties requiring extending the normal hours of duty as specified in Article V, Section 1:

(a) Malfunctions of the Municipal Fire Alarm (Telegraph & Radio) system that will result in the loss of service to a Municipal Transmitter or any component of its receiving system.

(b) Interruptions in service of the Westfield Fire Departments main radio communications system, including:

1. Repeater
2. Voting Comparator Receiver and satellite receivers.
3. Base station effecting proper Fire Department Dispatching.

(c) Malfunction in critical components of fire detection and suppression systems in municipally owned facilities.

(d) Abnormalities and irregularities in central station equipment that would prevent the proper operation of the dispatch office.

(e) All Training Leave including:

- Emergency Medical Dispatchers
- Fire Detection and Suppression Systems
- Municipal Signaling Systems
- Public Service Radio Communication Systems

(f) All convention leave.

(g) All meetings including:

- EMT meetings
- Local emergency planning meetings
- Organizational meetings
- Facility design meetings concerning fire detection and suppression systems

(h) All multiple alarm fires.

D. Chief Mechanic

The parties agree that the following are examples of hours of work for which the Chief Mechanic is exempt from overtime payment each fiscal year as either emergency call back or duties requiring extending the normal hours of duty as specified in Article V, Section 1:

(a) All emergency situations which result in the loss of service in Fire/EMS apparatus including but not limited to:

1. Breathing apparatus
2. Emergency Medical equipment
3. Extricating/rescue equipment
4. Motorized apparatus

(b) All emergency conditions that impair the integrity of the physical plant of the Westfield Fire Department.

(c) All multiple alarm fires.

SECTION 3: CALL BACK PAY

Employees recalled to duty shall be paid at overtime rates and shall receive a minimum of four (4) hours of pay. For all hours worked in excess of four (4) hours, recalled Employees shall be compensated at overtime rates for the time worked.

Employees held over their regular working shift shall be entitled to compensation at overtime rates for the time worked.

The foregoing language regarding call back pay applies neither to Captains, Chief Mechanic, nor Superintendent of Alarm.

SECTION 4: SUBSTITUTION

All members of the Fire Department may be permitted to substitute or exchange on duty hours to the satisfaction of each individual with members of equal rank within the Department. Substitutions may be permitted upon approval of company officers and without cost to the City or the Department. In the case of officers such approval shall be by the Department Chief. Requests for more than 3 consecutive tours must

also be in writing. The foregoing notwithstanding, the Chief Mechanic and the Superintendent of Alarm shall not substitute for other assigned unit members.

SECTION 5: 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 representative to off-duty firefighters 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 continuously maintained and continuously posted at Headquarters Station a record of all such assignments.

(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 for all employees. (The City may charge an additional fee of up to seven percent (7%) above the thirty-five dollar (\$35.00) rate as an administrative charge).

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

(d) Any firefighter required by the Chief or his designee to perform duties for the Department not of an emergency nature during anytime such firefighter is not otherwise scheduled to be on duty, including court appearances as a Department employee, shall be paid by the employer at his overtime rate for time spent but in no event be paid less than four (4) hours pay.

SECTION 6: FIRE ALARM DIVISION

Any bargaining unit employee, other than a bargaining unit employee who, on a regular and continuing basis and whose hours are as set forth in Section 1 of this Article as applicable to the Fire Alarm Superintendent or Assistant Fire Alarm Superintendent, required to work as such shall receive the hourly rate of the Assistant Fire Alarm Superintendent while so assigned if for more than one (1) hour.

ARTICLE VI
SENIORITY AND LONGEVITY

SECTION 1: SENIORITY

(a) Whenever a vacancy due to retirement, death, promotion, separation from employment or other assignment to move for more than six (6) consecutive weeks in duration occurs the most senior employee who, in the view of Management, has the skill, ability and physical fitness to perform the duties of service in that station shall be offered the job. If such senior employee refuses such service, then it shall be offered to the next most senior employee qualified above. If an employee is temporarily assigned to a substation, at the end of six (6) weeks of such transfer and upon request he will be brought back to his original assignment. However, nothing in this agreement shall prohibit an employee from voluntarily continuing such assignment. No illness or injury to a person assigned to a substation will create a vacancy subject to this clause. A temporary assignment will only continue longer than six (6) weeks in the case of illness or injury; otherwise a vacancy of more than six (6) weeks will be considered a permanent vacancy.

(b) Captains' Seniority: When a permanent job vacancy occurs, positions requiring Captains' rank shall be posted for a period of Five (5) days, during which time interested and qualified employees may apply. Following the posting period, the employer will determine whether one of the applicants has the necessary skills, abilities, and physical fitness in order to perform all the facets of the position in an effective and efficient manner. If, in the opinion of the employer, two or more applicants possess the necessary skills, abilities, and physical fitness to perform all facets of the position, then seniority in grade shall prevail in the selection. Time in grade shall be computed from the date of permanent appointment and shall not include time served as an acting captain.

SECTION 2: LONGEVITY

In addition to the pay provisions of this Agreement, employees will be paid longevity pay as follows: One percent (1%) for each five (5) years of service up to and including thirty-five (35) years.

Firefighters will be paid longevity as part of their regular hourly wage in accordance with their proper placement on the Base, Career Incentive and Longevity Step matrix attached hereto. Captains, the other salaried positions and the Assistant Superintendent of Alarm shall be paid longevity pay weekly calculated on their regular base weekly earnings as follows: One percent (1%) for each five years of service up to and including thirty (30) years.

SECTION 3: SEVERANCE PAY

(1) Notwithstanding paragraph (2) of this section, a bargaining unit employee upon his/her retirement or, upon death his/her estate, shall receive payment for unused accumulated sick leave up to a maximum of seventy (70) days, with an additional partial payment of fifteen dollars (\$15.00) for each unused accumulated sick day from the seventy-first (71st) day to and including the ninety-fifth (95th) day. Notwithstanding paragraph (2) of this section, employees hired as of July 1, 2014, shall only be entitled to accumulate two hundred fifty (250) sick days total and shall only receive payment for unused accumulated sick leave up to a maximum of forty-five (45) severance days upon retirement or death.

(2) In addition, an employee who uses two (2) or less sick 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 base pay shall be divided by one hundred eighty-two (182) then multiplied by the accumulated days of the employee. Days shall be determined on a fiscal year basis. Provided the employee shall have given six (6) months written notice prior to the beginning of the fiscal year in which the employee will retire, the City will make every reasonable effort to effect such severance payment within thirty (30) days following the date of retirement.

(3) Beginning July 1, 2014, the City may decide on a case by case basis determined by the City and based upon budgetary considerations, that severance amounts under this article can be made over a period of three (3) successive years following the retirement. In the event the City makes such a determination the affected employee will be notified in writing by February 1st of the calendar year in which notice of retirement is made under this Article. In the event 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 1st (assuming the City does not notify the unit member of its intention to spread the severance payment over three fiscal years),

ARTICLE VII **VACATIONS**

SECTION 1: LENGTH

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

(b) For bargaining unit members with at least five (5) years of service but less than ten (10) years of service, three (3) weeks

(c) For bargaining unit members with at least ten (10) years of service but less than twenty (20) years of service, four (4) weeks.

(d) For bargaining unit members with at least twenty (20) years of service, five (5) weeks.

(e) Additional weeks, where applicable, shall accrue on the anniversary date of employment.

Vacations out of the ordinary will be allowed with permission of the Chief. Bargaining unit members with more than twenty (20) years service and entitled to five (5) weeks vacation shall, at their option, take their fifth week on any week with the exception of the exclusionary periods of Christmas and New Years.

A bargaining unit member may request to carry over up to four (4) shifts of vacation time per year. Carry over time must be used by June 30th in the ensuing calendar year, unless otherwise authorized by the Chief. Requests specifying reasons must be received by the Chief no later than November 1st of each calendar year and will be permitted on a first-come, first-served basis. Carry over may be allowed for either exceptional circumstances (military leave, wedding, anniversary, birth of a child, limited

availability of vacation opportunities [e.g., timeshare week, school vacation week])or a fifth week of vacation to accrue towards retirement (not to exceed five [5] weeks). Permission by the Chief will not be unreasonably withheld.

Existing personnel who have accrued in excess of five (5) weeks will be grandfathered into this provision.

A split fifth week only will be allowed provided forty-eight (48) hour advance notice is given and a substitute can be obtained during that time.

SECTION 2: DRAWING VACATIONS

A. Firefighters

The spring and summer vacation schedule shall be established no later than January 1st and February 1st respectively, and spring vacations shall not start before January 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 24, and 6:00 p.m., December 25, and/or 6:00 p.m., December 31st, and 8:00 a.m., January 1, may not take such periods as vacation without 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 be normally permitted between 6:00 p.m., December 24, and 8:00 a.m., January 1st.

Priority in the choice of vacations will be given to the employees in accordance with their seniority in grade. Each employee will be given a one (1) week summer vacation. Of the formerly allowed 2nd summer vacation week, an individual employee may take two (2) days at his/her discretion, provided such two (2) days are not taken during the summer vacation time period as described herein; and such individual employee may take two (2) days at the sole discretion of the Fire Chief, provided that should the Fire Chief not so allow, said two (2) days shall be, at the employee's option,

carried over or paid in addition to his/her regular compensation. Such days are not in addition to the vacation allotment as provided in this contract. The summer vacation period shall include a twelve (12) week period most closely coinciding to the extent possible to the summer vacation period of the schools of the City of Westfield. After first cycle (NOTE: this does not mean first week) of requests is completed, requests will be entertained for the remaining open weeks in the schedule. Such additional requests will be made by March 1st and will be granted provided no additional overtime is incurred in doing so. Split weeks will continue to be allowed. Split days will be allowed during unallocated summer weeks, provided no overtime is incurred. An employee who makes application to management shall be entitled to the following benefits:

1. An employee who chooses not to take a week's vacation may receive the pay for that week of vacation in addition to regular compensation for that week. Such pay will be paid at the time one receives pay for having worked in lieu of vacation.

2. Application for such benefits shall be made at the time vacations are chosen and management shall grant or deny such benefit within five (5) days of application.

B. Captains

With advance approval of the Fire Chief, Captains may take their allotted vacations at any time during the year as long as proper coverage is provided. With advance approval Captains may split vacation leave into units of days, nights or weeks. Priority in choice of vacations shall be given to captains in accordance with their seniority in grade.

The Chief shall oversee the vacation schedule to ensure that vacation scheduling remains fair and equitable among all Captains, and if need be, shall make such orders as are appropriate to ensure proper coverage or to correct any inequities.

Upon retirement, a Captain's vacation buyback calculation will include longevity and career incentive to determine weekly salary.

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); and 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 next following, unless otherwise established by the Chief.

SECTION 4: PAID HOLIDAYS

The following holidays shall be paid holidays for all members of the Department:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Patriots Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Easter |

The Mechanic will receive the Monday after Easter off with pay.

For those firefighters required to work rotating shifts as set forth in Article IV, and for Captains whether assigned to a rotating shift or not, holiday pay shall be at the rate of one-fourth (1/4th) of the employee's regular weekly base salary (excluding Emergency Medical Technician Compensation and Educational Incentive Compensation). For all other employees holiday pay shall be computed by dividing the weekly compensation rate by five (5). Holiday pay shall be paid to each employee over and above his weekly salary, whether he works the holiday, is on vacation, injured leave, or sick leave. Holiday pay shall be payable with the payroll 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 is payable with the payroll in the week following the holiday.

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 Day, Independence Day, Thanksgiving Day and Christmas Day. 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. 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 these five (5) holidays shall, for each such holiday on which he/she works a full shift, be paid, 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. The rate to be paid shall be calculated by dividing the employee's usual holiday pay by 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 duration commencing at 8:00 A.M. on the day on which the holiday is observed and ending at 7:59 A.M. the morning next following.

All holidays will be premium holiday pay, effective upon date of assigned agreement.

ARTICLE VIII

CLOTHING ALLOWANCE

SECTION 1: CLOTHING ALLOWANCE

The clothing allowance for members of the Fire Department shall be five hundred dollars (\$500.00) per employee per year. If for any reason, an employee is absent for more than 1/4 of the work year, corresponding with the fiscal year, his/her clothing allowance shall be reduced proportionately, either in the work year or in the subsequent work year. Notwithstanding this pro-rata, should any employee be absent solely due to work-related injury, his/her clothing allowance shall not be reduced unless said employee shall have been absent for a full work year, in which case no clothing allowance shall be paid. Items which may be purchased and replaced as necessary under the clothing allowance and for which each employee shall be responsible for having in condition reasonably acceptable to the Chief, include: scarf-gray, blue sweatshirts, blue rain coat (dress), winter hat, black belt, dress uniform pants and coat, work uniform pants and shirts, uniform patches, dress hat, shoes, white dress shirts, black socks, black dress gloves, insulated underwear and pair heavy wool socks. A committee shall meet to agree upon a baseball type cap, a tee shirt, and a winter jacket approved by

the Chief to serve as a uniform. Any protective clothing such as helmets, gloves, rubber or canvas coats, eye shields, night hitches, boots and rubbers 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 protective clothing equipment becomes available and to provide new protective clothing to each new employee within thirty (30) days of appointment. "Turn-Out" Gear will be upgraded to "nomex" or superior quality. The Mechanic shall be furnished with protective clothing as approved by the Chief, such as helmet, coveralls, winter coat, pants, boots, gloves, and other gear needed to respond to scenes, to maintain apparatus. The Mechanics daily uniform will be navy pants, t-shirt or sweatshirt with Fire Department logo and protective footwear that will be purchased with their yearly clothing allowance. The cost of certain non-clothing articles useful in the fire service may be submitted for reimbursement under this Article. The Fire Chief will review with the employee the nature of the article(s) desired, and if found reasonably acceptable by the Fire Chief, may be reimbursed from the amount allowable for clothing allowance. Newly-hired employees shall receive the full amount of clothing allowance upon hire.

The Chief Mechanic must supply his/her own tools, and will receive a \$500 Tool Allowance that will be distributed in the same manner as the clothing allowance.

Employees shall maintain such uniform items at all times while working in compliance with the Rules and Regulations of the Westfield Fire Department relating to firefighter uniforms. Members will be required to muster in dress uniform in September of each year and at other times as requested by the Chief.

Employees will be paid clothing allowance in a lump sum (with appropriate deductions, including taxes) by September 1st of that fiscal year.

SECTION 3: MAINTENANCE OF UNIFORMS

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. Any employee entering his second year shall be issued an initial dress blue uniform. The City will, if necessary in its judgment, provide any replacements to the dress uniform made necessary as a result of the promotion of the employee.

SECTION 4: HONOR GUARD

The parties agree that an Honor Guard will be established for the Fire Department and that the uniforms for such ceremonial positions will be reimbursed by the City, through the Fire Department budget and subject to appropriation and remain the property of the City of Westfield. This expenditure will not be offset against the firefighter clothing allowance. Any expenditure by individual firefighters will be subject to the prior approval of the Chief, or designee, and will be in conformity with the uniform specifications of the position.

ARTICLE IX

UNION BUSINESS AND GRIEVANCE PROCEDURE

SECTION 1: UNION NEGOTIATING TEAM

All employees covered by this agreement who are officers of Local 1111 or who are appointed by Local 1111 as members of said Local's Collective Bargaining Negotiating Team (not to exceed three (3) shall, with permission, be allowed time off for official union business, negotiations, or conferences with the City Administration, Board of Fire Commissioners, and Chief of the Department, or any one or more of them, without loss of pay or benefits and without the requirement to make up said loss of time. Official union business shall include grievance meetings, meetings with the Chief, the Board of Fire Commissioners, other authorized representatives of the City, such as its Chief negotiator, and meetings, conferences and conventions of the Professional Firefighters of Massachusetts and of the International Association of Firefighters. The union's request in such case shall not exceed its allotted representation.

SECTION 2: BULLETIN BOARDS

The City agrees to make available to the Union bulletin boards or appropriate space for the posting of Union notices. Members shall not defame or harass. Posted material shall not contain political information or any comment which is non-factual which adversely reflects on the City or any member of the Fire department who is not a member of the bargaining unit.

SECTION 3: UNION PRESIDENT LEAVE

The union president, or his designee, shall be allowed one day of leave for the purpose of representing the union at the funeral, in the Commonwealth of Massachusetts, of a firefighter killed in the line of duty.

SECTION 4: GRIEVANCE PROCEDURE

A Grievance for purposes of this agreement 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 grievance at the earliest step and in the following manner:

1. 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 his knowledge of it.

2. If within five (5) days no settlement is reached, the grievance may be submitted to the Board of Fire Commissioners.

3. If within fourteen (14) calendar days, or by the next regularly scheduled Commission Meeting, whichever is later, no settlement is reached, the grievance may be submitted to the Mayor or his designee. The Mayor or his 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 written decision of the Mayor or his designee.

4. 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.

5. Should the employer fail to respond within the prescribed time limits at any stage of the grievance procedure, without waiver by the union, the union in its sole discretion and option, shall have the right to move the grievance to the next step.

6. 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 lists are sent, the Arbitrator will be appointed by the Massachusetts Board of Conciliation and Arbitration.

7. After the Mayor's decision in Step 3 of the grievance procedure, a grievance or grievances may be submitted to grievance/mediation through the Massachusetts Board of Conciliation and Arbitration. This grievance/mediation procedure may be initiated only by written mutual agreement of the parties and shall be an alternative, not a substitute, to the grievance/arbitration procedure. Once this grievance/mediation procedure is initiated, the normal grievance/arbitration procedure, including time limits, shall be held in abeyance until:

1. Either party invokes the arbitration process; or,
2. The matter is resolved by the parties and such resolution is reduced to writing and signed by the parties; or,
3. The matter is not resolved and the grievance/mediation process is concluded; or,
4. The proposed settlement is not accepted by the appropriate body; or,
5. The parties agree to proceed to arbitration.

At the occurrence of the latest of any of these events, either party shall have thirty (30) days to file for arbitration in accordance with this Article.

Parties agree either party may reopen the collective bargaining agreement during the life of the 2016-2019 agreement to negotiate over the grievance process. The intent of this agreement is an attempt to create a more efficient handling of grievances.

ARTICLE X
SICK LEAVE AND BEREAVEMENT LEAVE

SECTION 1: SICK LEAVE

(a) Sick leave shall be defined as an employee's absence from work occasioned by a bonafide non-job related illness or a non-job related injury which impacts the effective performance of the normal duties of a firefighter.

(b) Each such bargaining unit employee shall earn such leave at the rate of 1.5 days 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.

(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, and who is excused by competent authority as determined by the Fire Chief, due to illness or injury not incurred in the line of duty, shall be charged with one shift if absent for half or more of the shift, and for half of a shift if absent for less than a half 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 each shift. If a firefighter is calling off sick for the entire block, only (1) call must be made, as long as proper notification is given. The Fire Chief, in his sole discretion, may allow an exemption to such requirement, but only in an extraordinary case.

(g) The Employer reserves the right to have an employee examined by a physician of the Employer's choosing at the City's expense and following absence from one complete tour (two days/two nights). An employee who is absent for more than three consecutive shifts will require a doctor's note.

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

(i) The parties agree that the provisions of Chapter 41, Section 111F of the Massachusetts General Laws shall apply to cases of absence as defined in said law. Family illness is to count toward time worked.

(j) Any injured on duty leave which is caused by hypertension or heart disease or disease of the lungs or respiratory tract or cancer, besides the aforementioned, when it can be shown that the employee was exposed to cancerous fumes or gases, shall be presumed to have resulted from the performance of his duties.

(k) 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.

(l) A bargaining unit member may apply to the Fire Chief to allow up to four (4) shifts leave per fiscal year to be deducted from the employee's sick leave accumulation for the express purpose of attending the needs of the serious illness of a sick or injured dependent child, spouse or parent (employee's own mother/father). The Fire Chief shall require and the employee shall provide a written statement from a physician attesting to said illness or injury. Time off under this section shall count as time worked under paragraph (k).

SECTION 2: SICK LEAVE BANK

The Sick Leave Bank shall continue and all sick days which were contributed to the Sick Leave Bank and which remain unused shall continue to be held by the Sick Leave Bank. Should the number of days in the Bank fall below one (1) day per employee, each member employee will be assessed up to four (4) days per year to refill the Bank. Such days as assessed shall be deducted from the member employee's unused accumulated sick leave.

Upon the retirement or the death of an employee, fifty percent (50%) of the employee's personal sick leave days above ninety-five (95) sick days may be contributed to the sick leave bank, provided the employee or the employee's personal representative elects to do so in writing submitted to both the Union's Sick Leave Bank Committee and the City Personnel Director before the final paycheck is issued.

New eligible employees who wish to join may do so within thirty (30) days of beginning employment and shall be so assessed. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members of the Bank nominated by the Union and by two (2) management representatives chosen by the employer. All action of the committee including granting of days shall be by a majority vote. Decisions of the Sick Leave Bank Committee shall not be subject to the grievance procedure and are final. The parties agree that prior to application to the sick leave bank, the member shall have exhausted all other paid leave provisions under the contract.

SECTION 3: BEREAVEMENT LEAVE

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, 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 spouse, grandparent of spouse, niece or nephew - one (1) shift.

Based upon reasonable need, up to two (2) additional shifts may be granted upon written request to the Chief.

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

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

SECTION 4: HEALTH INSURANCE

Premiums for the insurance plan in effect during the term of this Agreement shall be deducted monthly with the City paying not less than sixty-five (65) percent and the employee paying not more than thirty-five (35) percent of such premiums for the term of this agreement. Employees covered by this agreement shall be eligible to participate in a 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. For the term of this agreement, nothing in this section shall be construed as creating a diminution of the level of benefits currently provided without mutual agreement and such agreement will not be unreasonably withheld.

Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the Blue Choice plan, (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [\$500] for individual and one thousand dollars [\$1,000] for family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.

SECTION 5: PERSONAL DAY

Each employee covered by this agreement shall be allowed two (2) Personal Days (two shifts) with pay per fiscal year following reasonable notice to the Fire Chief and with his approval. Effective January 1, 2008, each employee covered by this agreement shall be allowed one (1) personal day (one (1) shift) per six (6) month period of employment, not to accumulate beyond the calendar year. This can be used as either day or night shifts. Such approval will not be unreasonably denied. Unless otherwise authorized by the Fire Chief, only one (1) employee per shift shall be on Personal Leave. Determination shall be at the sole discretion of the Chief subject only to consideration of which employee shall have made proper request first. Access to Personal Days during the Christmas Eve, Christmas, New Year's Eve, and New Year's Day holidays is only allowed if a substitute is found by the employee.

SECTION 6: FEDERAL FAMILY AND MEDICAL LEAVE ACT

The parties recognize the provisions of the Federal Family and Medical Leave Act of 1993 as such provisions apply to the Employer and members of the collective bargaining unit. Further, the parties agree that, in cases of extraordinary need of a member for leave due to serious and/or terminal illness of a child or spouse, such member may make application to the Sick Leave Bank Committee for leave under SECTION 2: SICK LEAVE BANK. In the event that utilization of days by such member from the Sick Leave Bank shall deplete the Bank to less than the equivalent of one day per member in the Bank, each member will be assessed additional days to replenish the Bank to fifty percent (50%) of its numerical total prior to the draw made by the member under this section. The City will match the number of days so assessed the members in order to bring the Bank to one hundred percent (100%) of its numerical total prior to the draw made by the member under this Section.

ARTICLE XI
COMPENSATION

SECTION 1: SALARIES

All bargaining unit member shall be paid via biweekly paychecks and shall receive electronic pay information.

1. Firefighter Wages – SEE ATTACHED MATRIX

A. Fully retroactive to and effective commencing the first full pay period of July, 2016, base rates for each bargaining unit member shall increase by one percent (1%) in accordance with “Base, Career Incentive and Longevity Step Matrix”. See Exhibit “A” attached hereto.

B. Effective the first full pay period of July, 2017, the bargaining unit wages shall increase by two and one half percent (2.5%) in accordance with “Base, Career Incentive and Longevity Step Matrix” attached hereto as Exhibit “A”.

C. Effective the first full pay period of July, 2018, the bargaining unit wages shall increase two and one half percent (2.5%) to be paid in accordance with the “Base, Career Incentive and Longevity Step Matrix” attached hereto as Exhibit “A”.

D. When using the Base, Career Incentive and Longevity Step Matrix, a firefighter employed as of July 1, 1999 is placed at the Base/Longevity Step according to the date he/she was paid longevity in fiscal year 1999 or, if not entitled to longevity pay in fiscal year 1999, the anniversary date of his/her first date of work with the department. The provisions of Article XXX or of any other Article of this agreement notwithstanding, all firefighters employed after July 1, 1999 shall be placed at Step 1 and shall progress through the steps on the anniversary date of his/her first day of work as a regular full-time firefighter in the department. For those employed after July 1, 1999, fringe benefits shall be handled accordingly with the possible exception of contributory retirement which shall be administered in accordance with State Law. Individuals reappointed after a resignation or other separation from service (not to include an authorized and approved leave of absence) shall be re-employed at Step 1.

Effective July 1, 2008 the parties agree to establish a Step 9A for all ranks and positions at the start of twenty-seven (27) years of service at four percent (4%) higher than the current step 9. Employees who achieve step 9A or higher shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

2. Captains Salaries

A. Fully retroactive to and effective commencing July 1, 2007, each Captain not entitled to the 20 year step shall be paid a base salary which, when annualized, equals \$59,259.43. Fully retroactive to and effective commencing July 1, 2007 each Captain, as of the first full pay period after the date he/she attains 20 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals &59,810.62. Fully retroactive to and effective commencing July 1, 2007 each Captain, as of the first full pay period after the date he/she attains 25 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals 62,643.92.

B. Effective the first full pay period of January, 2008, each Captain not entitled to the 20 year step shall be paid a base salary which, when annualized, equals 59,852.02. Fully retroactive to and effective commencing the first full pay period of January 2008, each Captain, as of the first full pay period after the date he/she attains 20 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$60,408.73. Effective the first full pay period of January, 2008, each Captain, as of the first full pay period after the date he/she attains 25 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$63,270.36.

C. Effective commencing July 1, 2008, each Captain not entitled to the 20 year step shall be paid a base salary which, when annualized, equals \$61,049.06. Fully retroactive to and effective commencing July 1, 2008 each Captain, as of the first full pay period after the date he/she attains 20 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$61,616.90. Effective commencing July 1, 2008, each Captain, as of the first full pay period after the date he/she attains 25 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$64,535.77. Effective commencing July 1, 2008, each Captain, as of the first full pay period after the date he/she attains 27 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$67,117.20. Employees who attain 27 years of service or more shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

D. Effective commencing the first full pay period of January, 2009, each Captain not entitled to the 20 year step shall be paid a base salary which, when annualized, equals \$61,659.55. Fully retroactive to and effective commencing the first full pay period of January, 2009 each Captain, as of the first full pay period after the date he/she attains 20 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$62,233.07. Effective commencing the first full pay period of January, 2009, each Captain, as of the first full pay period after the date he/she attains 25 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$65,181.13. Effective commencing the first full pay period of January, 2009, each Captain, as of the first full pay period after the date he/she attains 27 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$67,788.37. Employees who attain 27 years of service or more shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

E. Effective commencing July 1, 2009, each Captain not entitled to the 20 year step shall be paid a base salary which, when annualized, equals \$63,509.34. Fully retroactive to and effective commencing July 1, 2009 each Captain, as of the first full pay period after the date he/she attains 20 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$64,100.06. Effective commencing July 1, 2009, each Captain, as of the first full pay period after the date he/she attains 25 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$67,136.56. Effective commencing July 1, 2009, each Captain, as of the first full pay period after the date he/she attains 27 years of service, shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$69,822.02. Employees who attain 27 years of service or more shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

Captains assigned as Line Captains shall receive pay based on a usual 42 hour week. Captains assigned as Training Captain shall receive pay based on a usual 40 hour week.

3. Assistant Superintendent of Alarm - 40 Hours. Fully retroactive to and effective commencing the first full pay period of July, 2007, the hourly base rate for the Assistant Superintendent of Alarm will be increased by two percent (2%) as determined by the "salary round down" method. Effective the first full pay period of January, 2008, the hourly base rate for the Assistant Superintendent of Alarm will be increased by one percent (1%) as determined by the "salary round down" method. Effective the first full pay period of July, 2008, the hourly base rate for the Assistant Superintendent of Alarm will be increased by two percent (2%) as determined by the "salary round down" method. Effective the first full pay period of January, 2009, the hourly base rate for the Assistant Superintendent of Alarm will be increased by one percent (1%) as determined by the "salary round down" method. Effective the first full pay period of July, 2009, the hourly base rate for the Assistant Superintendent of Alarm will be increased by three percent (3%) as determined by the "salary round down" method. Wages calculated in accordance with the foregoing, shall be set as follows:

First full pay period July, 2007:	\$23.73/hour
20 years of service	\$23.94/hour
25 years of service:	\$25.15/hour
First full pay period January, 2008:	\$23.97/hour
20 years of service	\$24.18/hour
25 years of service:	\$25.40/hour
First full pay period July, 2008:	\$24.45/hour
20 years of service	\$24.66/hour
25 years of service:	\$25.91/hour
27 years of service:	\$26.95/hour
First full pay period January, 2009	\$24.69/hour
20 years of service	\$24.91/hour
25 years of service	\$26.17/hour
27 years of service	\$27.22/hour
First full pay period July, 2009	\$25.43/hour
20 years of service	\$25.66/hour
25 years of service	\$26.96/hour
27 years of service	\$28.04/hour

Employees who attain 27 years of service or more shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

4. Superintendent of Alarm - 40 hours. Fully retroactive to and effective commencing July 1, 2007, the Superintendent of Alarm, if not entitled to the 20 year step, shall be paid a base salary which, when annualized, equals \$66,220.34. Fully retroactive to and commencing July 1, 2007, the Superintendent of Alarm as of the first full pay period after the date he/she attains 20 years of service shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$66,863.26. Fully retroactive to and commencing July 1, 2007, the Superintendent of Alarm, as of the first full pay period after the date he/she attains 25 years of service shall, in lieu of the foregoing annual salary, be paid a base salary which, when annualized, equals \$70,206.42.

Effective commencing the first full pay period January, 2008, the two referenced positions shall be paid a base salary which, when annualized, equals \$66,882.54. In lieu of the foregoing salary, those who attain 20 years of service shall be paid an annual salary which, when annualized, equals \$67,531.89. In lieu of the foregoing salary, those who attain 25 years of service shall be paid an annual salary which, when annualized, equals \$70,908.48.

Effective commencing July 1, 2008, the two referenced positions shall be paid a base salary which, when annualized, equals \$68,220.19. In lieu of the foregoing salary, those who attain 20 years of service shall be paid an annual salary which, when annualized, equals \$68,882.53. In lieu of the foregoing salary, those who attain 25 years of service shall be paid an annual salary which, when annualized, equals \$72,326.65; those who attain 27 years of service shall be paid an annual salary which, when annualized, equals \$75,219.72. Employees who attain 27 years of service or more shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

Effective commencing the first full pay period January, 2009, the two referenced positions shall be paid a base salary which, when annualized, equals \$68,902.39. In lieu of the foregoing salary, those who attain 20 years of service shall be paid an annual salary which, when annualized, equals \$69,571.36. In lieu of the foregoing salary, those who attain 25 years of service shall be paid an annual salary which,

when annualized, equals \$73,049.92. In lieu of the foregoing salary, those who attain 27 years of service shall be paid an annual salary which, when annualized, equals \$75,971.92. Employees who attain 27 years of service or more shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

Effective commencing July 1, 2009, the two referenced positions shall be paid a base salary which, when annualized, equals \$70,969.46. In lieu of the foregoing salary, those who attain 20 years of service shall be paid an annual salary which, when annualized, equals \$71,658.50. In lieu of the foregoing salary, those who attain 25 years of service shall be paid an annual salary which, when annualized, equals \$75,241.42. In lieu of the foregoing salary, those who attain 27 years of service shall be paid an annual salary which, when annualized, equals \$78,251.08. Employees who attain 27 years of service or more shall cease to be eligible for clothing allowance and sick leave shall cease to accrue.

5. Mechanic's wages shall be as follows:

Year 1: \$25.00 per hour

Year 2: \$25.50 per hour

Year 3: \$26.01 per hour

Year 4: \$26.53 per hour

Year 5: \$27.06 per hour

Year 6: 5 year longevity step, 1% increase, per contract language

Year 10 and beyond, continue longevity steps per contract language

A stipend for Chief Mechanic for new duties inspecting underground tanks of \$250.00 per month effective when him/her gets certified and starts the inspections.

SECTION 2: ASSISTANT SUPERINTENDENT OF ALARM

The annual compensation of the Assistant Superintendent of Alarms shall be not less than twenty percent (20%) above that of firefighters with equal time in grade.

SECTION 3: ROLL CALL PAY

For each week an employee works the employee shall receive per week, roll call pay, not to be paid on vacation or if all days in a week are missed at the rate of: Fifteen dollars and 50/100 (\$15.50)

This section does not apply to the Mechanic, as Roll Call has been incorporated into the base wage of the Mechanic.

ARTICLE XII
AGENCY SHOP, UNION DUES, AND CHECKOFF

SECTION 1:

Pursuant to authority found in General Laws, Chapter 150E, Section 12, it shall be a condition of continuing employment, on and after the thirtieth 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 Union which represents the employees in the bargaining unit, pay to the Union 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 not be in excess of the aggregate total of uniform Union dues and those uniform assessments, if any made by the Union and levied against all Union members. The President of the Union 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:

The Union 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 Union dues and uniform assessments levied against all Union members as set forth in Section 3 hereinafter set forth. The Union 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 or 2 by reason of his default in the payment of his periodic agency service fee 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 Union requiring such action to the City and to such employee. The unconditional tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee and the Union shall, upon receipt for 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 immediate dismissal or suspension as requested by the Union and the City forthwith shall take all

steps necessary to dismiss or suspend said employee, whichever shall have been required by the Union in its notice.

SECTION 3:

Upon receipt of a form duly executed by an employee, and acceptable in form to the City Treasurer, the Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues required of Union employees. Such deductions shall be made from each of the bi-weekly paychecks in each calendar year. The employer's responsibility for so deducting shall be limited to the terms of the Authorization form.

SECTION 4:

The written authorization for such Union 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 employer and to the Union. The Union agrees to submit to the employer a certification that such dues as are in effect from time to time are in accordance with the Constitution and by-laws of the Union.

SECTION 5:

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

SECTION 6:

All monies deducted from the wages of employees shall be remitted monthly to the Treasurer of the Union.

SECTION 7:

A proper form authorizing deductions is attached hereto and incorporated herein.

SECTION 8:

Notwithstanding anything to the contrary contained in this Article, it is the intention of the City and of the Union that all provisions hereof are to reflect only such rights as may be contained in General Laws Chapter 150E and Rules and Regulations of the

Labor Relations Commission promulgated on or about June 1, 1976, and such further rules and regulations and may hereafter be promulgated pertaining to agency service fees and, therefore, said rules and regulations automatically be incorporated herein and, on and after the effective date thereof, this Article shall be administered in accordance therewith notwithstanding any contrary provision of this Article.

ARTICLE XIII
EMPLOYEE FILES AND INDIVIDUAL AGREEMENTS

SECTION 1:

When material reflecting upon an employee's conduct, service, character, or personality is entered in the Employer's personnel files, such employee will have reasonable opportunity to review such material. Such 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:

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

SECTION 3:

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 Employer 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 finding that such entry or entries as are complained of are improper or incorrect.

SECTION 4:

All personnel files and entries made therein kept by the Employer shall be considered confidential. Without the 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 or administrative agency of competent jurisdiction or under express provisions 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 as set forth herein.

SECTION 5:

In February of each year every employee may review his personnel file and acknowledge the date of such annual review to the Employer on a form to be provided by the Employer.

SECTION 6:

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

ARTICLE XIV
ORDERS OF THE CHIEF

SECTION 1:

Any general order from the Chief affecting more than one member of the bargaining unit shall be in writing, signed, and dated and forwarded to the President of the Union within forty-eight (48) hours of its being promulgated.

ARTICLE XV
EXAM TIME AND MILITARY LEAVE

SECTION 1: EXAMINATION TIME

Employees scheduled for duty when Civil Service promotional examinations are given may be given time off without loss of pay to take such examinations. Employees shall report back to work within two (2) hours of the end of the examination, in order to complete their normally assigned shift.

SECTION 2: MILITARY LEAVE

The employer 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, on the same basis as though he had remained in full employment of the employer throughout the period of his service with the United States Armed Forces.

2A. MILITARY LEAVE PAY

As provided by Municipal Ordinance, any employee in the service of the Armed Forces of the Commonwealth under section thirty-eight forty, forty-one or sixty or during his annual tour of duty not exceeding seventeen days as a member of a Reserve Component of the Armed Forces of the United States 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 XVI
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. All personnel will be expected to report for duty rested and ready to perform all required tasks. Recognizing that the ambulance personnel are very busy during some shifts and that personnel assigned to the apparatus are required to perform strenuous physical tasks, personnel may be reassigned to reduce stress and fatigue. Reassignment will be at the discretion of the officer in charge. If personnel are tired and need relief that has not already been recognized, it should be brought to the attention of the officer in charge.

SECTION 2:

All existing conditions, and all rules and regulations governing employees covered by this agreement, not changed or eliminated by this agreement, shall remain in full force and effect during the life of this agreement.

SECTION 3:

The parties agree that, during the life of this agreement they will negotiate over instituting a physical fitness program.

ARTICLE XVII
INDEMNIFICATION

SECTION 1:

A firefighter--E.M.T. injured while assigned to ambulance duty will be afforded the full benefits of General Laws Chapter 41,#111F and all other statutory benefits available to firefighters of the Commonwealth, including, but not limited to, the provisions of the so-called "heart-lung" law. (General Law Chapter 32B, Section 94).

SECTION 2:

In the event that in the course of his/her job duties as a Firefighter - EMT (including Paramedic) a unit member 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 Public Health pursuant thereto i.e., 105 C.M.R. 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 on-the-job, the city will undertake to provide indemnification to the employee for those reasonable expenses incurred by the employee as a result of such exposure including but not limited to indemnification for resulting medical expenses 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 otherwise have been incurred but for the exposure to such infectious disease dangerous to the public health, e.g., fumigation expenses.

SECTION 3:

To the extent permitted by law, the employer 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 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 employer assumes all liability on it by Chapter 41, Section 111F and Chapter 512 of the Acts of 1978 of the General Laws. The employer agrees that the provisions of said statutes will apply to any employee responding to a call back, general alarm or other emergency and to any employee using his personal vehicle while transferring from one station to another.

SECTION 4:

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

SECTION 5:

The City, for the duration of this agreement, will observe the provisions of Section 100G in Chapter 41 of the General Laws and will take such other reasonable appropriate action to effectuate the provisions of said Section 100G.

SECTION 6:

The Mayor will, not later than thirty (30) days following the execution of this Agreement, sponsor before the City Council of the City of Westfield the acceptance of Chapter 41, Section 100B and the acceptance of Chapter 41, Section 100G of the General Laws. At such time as the City Council affirmatively votes to accept said Section 100B, the employer agrees, upon written application by any employee who retires during the term hereof or any former employee who has heretofore retired, or in the event of the death of any such employee or such former employee, upon written application by his widow, or if he leaves no widow, by his next of kin, to indemnify such employee, or, in the event of his death, his widow, or if he leaves no widow, the next of kin, out of any funds duly appropriated for the purpose of this article or out of the employer's contingency fund, for all reasonable hospital, medical, and surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses and reasonable charges for podiatry incurred within the Commonwealth of Massachusetts by such employee after his retirement under the provisions of General Laws, Chapter 41, Section 100B. Upon acceptance of said Section 100G the employer shall be responsible, to the estate 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 XVIII
TELEPHONES

The City will install, or cause to be installed (and will keep installed for the duration hereof) on the apparatus floor or in some other area of each fire station where such telephone is reasonably needed and reasonably accessible to all members of the bargaining unit, a telephone for the use of on-duty employees to make out-going calls and to receive incoming calls. The Union will pay for the cost of installation and all long distance calls and the City will pay the regular monthly charge, not in excess of one hundred (\$100.00) dollars for such telephone service. The monthly charges will be paid by the Union as they occur, but the City will pay twice per year, in December and June, the basic costs as indicated above.

ARTICLE XIX
LABOR MANAGEMENT COMMITTEE

The union shall designate a Labor Management Committee composed of not more than three (3) 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 Union 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 Union to make changes in this Agreement nor shall anything herein contained be substituted for the grievance procedure established in this Agreement.

The Union shall designate representatives to serve on the 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 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 the employer from mutually agreeing to re-open the contract to negotiate acceptable changes which have been generated by the group.

ARTICLE XX
PERSONAL EFFECTS ALLOWANCE

The budget of the Fire Department each year shall have an account to be known as the Personal Effects Account. Each member of the Fire Department 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 XXI
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, within fourteen (14) days after such action by the council, resume bargaining as to the terms of this Agreement notwithstanding any other provisions hereof and such bargaining shall not be limited to the provisions requiring funding.

ARTICLE XXII
TEMPORARY TRANSFERS FOR THE CONVENIENCE OF THE EMPLOYER

The Chief and/or Deputy Chief on duty with any group will make all reasonable effort to give subordinate bargaining unit employees notice in advance of the beginning of a shift on those occasions on which the employees, or any of them, are to be assigned to work at a different station than that to which such employees are regularly assigned. Any employee, having reported for duty to one station, and who is transferred by the Chief or the Deputy Chief to duty at another station for the shift or any part thereof, shall be considered in the line of duty for the purposes of the application of Chapter 41, Section 111F, while proceeding from one station to another.

ARTICLE XXIII
EMS TEAMS

A primary Emergency Medical Service (EMS) team shall be established on each group to staff the ambulances under the jurisdiction of the department during each team's respective shift. Each EMS team may consist of a mix of Emergency Medical Technicians (both EMT-B and EMT-I) and Paramedics. Each primary team shall consist of ten (10) individuals who are assigned among such ambulances/apparatus as are in operation at any one time on a particular shift. If, at any time, either the Employer or the Union recognizes a need for changing the number of primary team members, notification to the other will be provided in writing. The employer and Union will then meet to negotiate any proposed change. Establish ten (10) person rotation on the primary EMS team, to be phased in on a schedule to be determined by the Fire Chief through attrition, volunteers and new hires.

Each member of a primary team who is certified by the Commonwealth of Massachusetts as an Emergency Medical Technician-Basic (EMT-B) shall be granted additional compensation at the rate of seven and one-half percent (7.5%) of their usual weekly base salary, to be added to their weekly base salary while assigned to the primary team. Each member of the primary team who is certified by the Commonwealth of Massachusetts as an Emergency Medical Technician-Intermediate (EMT-I) shall be granted additional compensation at the rate of twelve percent (12%) of their usual weekly base salary, to be added to their weekly base salary while assigned to the primary team. Each member of the primary team who is certified by the Commonwealth of Massachusetts as a Paramedic shall receive additional compensation at a rate of fifteen percent (15%) of their usual weekly base salary, to be added to their weekly base salary while assigned to the primary team. The Fire Chief shall assign one Paramedic to serve as ALS Coordinator. While so serving, the ALS Coordinator shall receive additional compensation in the amount of Forty Dollars (\$40.00) per week. The BLS Coordinator shall receive an additional Twenty Dollars (\$20.00) per week. The

Chief will designate one (1) EMT-Paramedic per group to perform Q&I reviews of ambulance reports. Such employees will receive twenty dollars (\$20.00) per week to perform such reviews and no additional compensation or overtime.

The parties recognize that a process needs to be developed that allows EMT-Paramedics opportunities to move from the primary to secondary ambulance rotation. This language shall supersede any contrary language in this agreement. To accomplish that goal is a two (2) step process. First, it is necessary to achieve a full complement of paramedics in the primary rotation; and second, the parties need to adopt a mechanism for EMT-Paramedics to exit the rotation. To achieve the full complement and beyond the parties will:

A) Establish a new hiring ratio of two (2) paramedics to one (1) firefighter.

B) Consider (through in-house committee) establishment of a hiring process that looks into creation of an entry level requirement of EMT certification and development of a program that requires attainment of Paramedic certification within so many years of hire.

C) Establish a mechanism for replacement of primary team members up to the full complement, by new hires, specifically volunteers first by departmental seniority and then by reverse seniority if no volunteers.

Once a full complement of EMT-Paramedics (specifically twenty-eight [28] persons [7 out of 10-person rotation]) is achieved, the following mechanism for exiting the primary team will be implemented:

A volunteer shall be sought by departmental seniority among members of the primary team. The replacement will be placed on the primary team and the volunteer shall exit. Paramedics who move from the primary to secondary team and continue to hold their EMT-Paramedic certification shall be paid sixty

dollars (\$60) to hold their card, but shall be responsible for refresher. They must continue to be certified at a minimum of EMT Basic and will receive the lower rate if they relinquish the paramedic certification. Paramedics who voluntarily remove themselves from the primary team in accordance with these provisions shall no longer be eligible for primary team pay.

If the employer assigns an ambulance to station 2 (Little River Substation) any firefighter regularly assigned to that station at that time, who has a minimum of an EMT-B certificate, will have the option to remain at that station and become part of his/her group's 9 member primary team. All employees assigned to station 2 at that time who do not hold a current EMT-B certificate shall be reassigned by the Fire Chief. At the time of reassignment, or within no more than 5 days after the date the reassigned station 2 firefighter first begins duty at the new assignment, the firefighter has the option to notify the Fire Chief that he/she desires to return to station 2 as part of the primary team. The firefighter shall then have up to one year from the date of his/her reassignment to obtain EMT-B certification. This one year time period may be extended once per employee by the Fire Chief if the employee fails to attain such certification for reasons beyond the employee's control. Upon attainment of the required certification within the required time period (or as once extended), the employee shall be restored to station 2 as a primary team member as soon as practicable and the firefighter temporarily assigned to station 2 shall be reassigned by the Fire Chief. In order to assist these employees to attain EMT-B certification, the employer agrees to pay for all costs associated with EMT-B certification of these employees including, but not limited to costs of registration, tuition, books, etc. In addition, for these employees, when an EMT-B course is not scheduled during said employee's normal work hours, the employee shall be compensated at the rate of time and one half of their hourly wage when attending this training. After one year (or after the one year plus the time granted by the Fire Chief as one time extension) if the employee has failed to obtain EMT-B certification, he/she no longer has preferential rights to station 2 assignment and those employees who were temporarily assigned to station 2 when the ambulance was first stationed there shall be considered as permanently assigned there.

The acceptance by the City and the Union of this Article XXIII shall constitute an agreement by both parties that all obligations to bargaining the impact of the assignment of an ambulance to station 2 has been negotiated and agreed.

The parties agree on the following process for staffing EMS positions. This process is designed specifically for EMS staffing and has no application to other staffing decisions. When vacancies in the primary team occur (due to reasons such as termination of employment, physical disability, death, retirement, promotion, reassignment, loss of certification, etc.) those vacancies shall be filled in the following manner: the Fire Chief shall have the discretion to fill the vacancy by firefighter certified as Paramedic, first; as EMT-I second; or as EMT-B (Basic), third; or the Fire Chief may choose to fill it with a firefighter who has the same level of certification as the individual whose leaving the primary team caused the vacancy. Individuals who wish to be considered for future assignment to a vacancy in the primary team shall sign up on a list maintained by classification (EMT-B, etc.) and individuals on the list shall, within classification, be listed by civil service seniority date. Through re-assignments, the Fire Chief may create "vacancies" to the primary team up to a maximum of three Paramedics on each shift. Such a "vacancy" will be created first on a volunteer basis, then by reverse seniority, that is the Chief creates the vacancy by re-assignment of the least senior EMT (department seniority) from the primary team. This shall not limit the number of Paramedics to a set number per shift if vacancies arise by normal attrition instead of the Fire Chief acting to create a vacancy as enumerated, above. If the Fire Chief desires to staff with more than 3 Paramedics per shift and this requires the Chief to create a vacancy, then the parties will meet to negotiate. Regardless of how the vacancy occurs, a vacancy shall be offered to the most senior employee on the applicable list who has the necessary certification and who, in the view of the Fire Chief, has the skill, ability and physical fitness to perform the duties of primary team member. If he/she refuses assignment, the job will then be offered to the second most senior so qualified individual. This process shall continue until an employee qualified to fill the vacancy and willing to accept it is found. In the event this process fails to yield an employee to fill the vacancy,

the department may then fill the vacancy through alternate means such as assignment, new hire, etc.

Staffing of EMS vacancies at station 2 is subject to a special procedure. As long as station 2 does not provide ALS service, vacancies at station 2 shall be offered first to employees who meet all three of the following criteria: (1) must hold a current EMT-B certificate, (2) must not receive EMS pay incentive, in accordance with this section, that is greater than the incentive offered for EMT-B certification, and (3) must, in view of the Employer, have the skill, ability and physical fitness to perform the duties of the position. Such vacancies shall be offered to those aforementioned employees in order of departmental seniority (based upon civil service seniority date), starting with the most senior EMT-B who meets the stated criteria and working down the seniority list. In the event this process fails to yield an employee to fill the vacancy, the department may then fill the vacancy through alternate means such as assignment, new hire, etc.

In the event that a Paramedic is absent from his/her regular assignment for a full shift, for whatever reason, and this causes a group to be without the services of a Paramedic, the employer may offer an overtime opportunity to a Paramedic regularly assigned to another group. The name of each Paramedic shall be listed in order of seniority on an overtime opportunity sheet. Consistent with its obligations under Article V, Sec. 2 (A) the employer will attempt to distribute these Paramedic overtime opportunities as equitably as reasonably possible among the Paramedics. To that end, the Fire Chief will review, no less frequently than each calendar quarter, the overtime opportunities provided by the Paramedic overtime opportunity list, and if need be, make necessary arrangements to correct any inequities.

A secondary team shall be established on each group consisting of all EMS personnel not assigned to the primary team. The members of a secondary team are available (subject to the foregoing paragraph regarding Paramedic overtime opportunities when a vacancy in the primary team leaves a shift without Paramedic coverage)

for assignment to the primary team when a vacancy occurs in the primary team. Members of the secondary team shall be granted additional compensation of twenty-five dollars (\$25.00) per week to be added to the employee's weekly base salary for each week served on the secondary team. Effective July 1, 2008, this compensation shall increase to forty dollars (\$40.00) per week, and effective July 1, 2009, fifty dollars (\$50.00) per week. Effective July 1, 2008, an EMT-Paramedic who is a member of the secondary team shall be compensated at the rate of sixty dollars (\$60.00) per week.

Due to the supervisory nature of the job, Captains are not assigned as primary or secondary team members. However, the parties agree that it is important for a Captain to hold EMS certification in order to supervise, manage and, as needed, provide EMS services. Each Captain shall be paid, in addition to the weekly salary he/she is otherwise due, the sum of thirty dollars (\$30.00) per week for each week he/she holds current EMS certification. Effective July 1, 2008, this compensation shall increase to forty dollars (\$40.00) per week, and effective July 1, 2009, fifty dollars (\$50.00) per week. Firefighters hired after August 6, 1997 must hold and maintain no less than EMT-B certification in order to be eligible for promotion to Captain. The Superintendent of Alarm, Assistant Superintendent of Alarm and the Chief Mechanic are neither EMS Team members nor Captains and, thus, are not entitled to EMS compensation. If, however, the firefighters who serve in these positions elect to maintain EMT-B certification and thereby make themselves available for ambulance/EMS duty as required or ordered in emergency situations, each shall receive additional compensation in the amount of twenty-five dollars (\$25.00) per week while so certified. Effective July 1, 2008, this compensation shall increase to forty dollars (\$40.00) per week, and effective July 1, 2009, fifty dollars (\$50.00) per week.

When a member of a primary team is absent from work due to a non-job related illness or non-job related injury for a period exceeding two consecutive tours, an individual shall be selected from the secondary team for assignment to the primary team. Upon such an assignment, the individual so selected shall no longer receive secondary team compensation, but shall receive primary team compensation for so long as he/she

so serves on a primary team. The EMS primary team member absent shall receive secondary team compensation for a period not to exceed his/her accumulative sick leave allotment.

When any member of a primary team is absent from work due to a job-related illness or job related injury as defined in M.G.L. Chap 41, Sec. 111F, for a period exceeding two consecutive tours, an individual shall be selected from the secondary team for assignment to the primary team. Upon such assignment, the individual so selected shall no longer receive secondary team compensation, but shall receive primary team compensation for so long as he/she serves on a primary team. The EMS primary team member absent shall continue to receive primary team compensation.

The parties agree to define a temporary vacancy in the primary team to be of no longer than eight (8) weeks duration, based on certification. The Chief, to the best of his ability, will assign the most junior qualified personnel thereafter.

EMS personal dispatched on the ambulance for "transport calls" will be paid ten dollars \$(10.00) for each such "transport call." "Transport calls" are defined as any ambulance call which are subject to billing and which result in the actual transport of individual(s).

The parties agree that this agreement in no way diminishes the Union's right to bargain the impact of any change to ALS service at either station 2 or station 3 should the City decide to make such change.

Employees who are enrolled in courses for which credits are available under Emergency Medical Technician offerings and employees who are required to attend courses, clinics or participate in other activities in order to maintain their status as Emergency Medical Technicians shall be entitled to compensation, at overtime rates as provided in the Agreement, for time spent in such courses, clinics, or other activities when such time is scheduled and such attendance is outside of the regularly scheduled tour hours for such employees. Those originally hired into the bargaining unit on or

after February 1, 1978 may be required to take such courses. The foregoing has no application to employees who are enrolled in EMT-I or Paramedic courses on a voluntary basis. For so long as the employer requires a Paramedic or EMT-I to maintain his/her Paramedic or EMT-I certification, the employer shall provide and/or pay for such mandatory continuing education courses as are necessary from time to time in order to keep the certifications in force and effect. If the employer is providing these courses/paying these expenses, it shall have the right to assign such employee to ambulance duty.

The parties agree bargaining unit employees shall normally be eligible to participate in EMS refresher courses every other year, unless the employee requests an alternative schedule. Approval by the Chief of an alternative schedule shall not be unreasonably denied. This shall be implemented as a pilot program and subject to review on or about July 1, 2008.

Firefighters who are not EMS certified but who are semi-automatic defibrillator certified and who maintain such certification through the full calendar year shall, no earlier than December 1 nor later than December 31 of said calendar year, receive a lump sum payment of Two Hundred Fifty Dollars (\$250.00) for having held said certification the full calendar year.

EMT-B-Upgrade to paramedic: The City shall fund no more than one (1) EMT-B to upgrade to paramedic per fiscal year. The EMT-B- to Paramedic upgrade shall be open to all members who join the primary team. Any employee upgrading from EMT-B to paramedic shall be considered for all intents and purposes as an academy student during the upgrade process. Paramedics will receive funding for the upgrade process only after successful completion of a paramedic schooling and obtaining all necessary certifications. The city will not be required to fund any employee who does not complete or otherwise achieve the necessary paramedics certifications. Enrollment in the paramedic program is not sufficient to trigger funding. The parties agree the unit member who completes the upgrade process will work for the Westfield Fire Department on the

primary team for at least five (5) years after the appropriate Paramedic certifications. Should the employee leave prior to five (5) years after successfully upgrading to Paramedic, the parties agree the employee will reimburse the course costs to the City on a pro rata basis of one-fifth 1/5 of the total cost per year after completion of the program. Any successfully upgraded employee excepting a promotion with the WFD prior to five (5) years after the upgrade shall remain bound to the five-year and re-payment requirement. Time spent after upgrade and before/after promotion shall run concurrently. (For illustrative purposes, an EMT-B who upgrades to paramedic, works two years as a paramedic, accepts a promotion to captain, works as a Captain for two years, then leaves employment with WFD, will owe the City 1/5 the cost of the paramedic school.

Inter-facility Transport

1. The provisions of Article XVII (Indemnity) will apply to these calls. Transports will be performed under the guidelines and procedures established by the Commonwealth of Massachusetts, including the right to refuse within the state guidelines. Refusals of transports, instances where a second IFT trained paramedic is called in within fifty miles of Noble Hospital and those questioned by IFT certified staff will be immediately reviewed by a panel composed of designated Hospital officials and IFT members of the Westfield Fire Department, including the ALS Coordinator and Deputy Chief, the specific composition to be determined.

2. There will be a requirement to maintain three (3) IFT paramedics per group. Volunteers will be solicited first, then by reverse seniority. All newly hired paramedics after September 29, 2003 will obtain and maintain "Inter-facility Transport" certification within six (6) months of their employment, which with the permission of the Chief may exceed six (6) months. Upon certification, newly hired paramedics will replace more senior paramedics that have been assigned IFT duties. All IFT trained paramedics as a result of this memorandum of agreement will maintain their certifications unless they have received approval to drop their certifications from the Chief of

the Department, such approval shall not be unreasonably denied. All IFT trained paramedics hired after the date of the memorandum of agreement will have to retain the IFT certification.

3. The Department will have the ability to temporary (which shall be defined as ability to return to regular group) transfer individuals to balance the teams to adhere to the above provisions. The Department will make every effort to make an equitable assignment of these calls among certified personnel.

4. Any E-911 certified employee who has completed twenty (2) years of service as a Westfield firefighter prior to July 1st will have the option of being removed, upon request, from the E-911 list. Any firefighter who wishes to be removed from the list must notify the Chief in writing no later than March 1st of the fiscal year preceding removal (which shall occur on July 1st). Once a firefighter has been removed from this list, he will no longer be eligible to receive the annual stipend and will no longer be eligible to work in the watch room (including shift swaps and overtime), except for limited duty and IOD. All employees upon hire following effective date of this agreement will be required to become E-911 certified.

5. Training will be coordinated by Noble Hospital and the Westfield Fire Department. At least one (1) IFT certified paramedic would serve on the team that coordinates training.

6. EMS personnel dispatched on IFT transports (those certified through the billing procedure) will be compensated at a rate of fifty dollars (\$50) per call. The IFT medic will have the right to call for another IFT medic for calls within fifty miles of Noble Hospital, if he/she feels one is needed. Calls beyond fifty miles of Noble will have two IFT trained paramedics for the back of the ambulance and a basic EMT driver. The basic EMT would receive the basic transport stipend of twenty dollars (\$20) per call.

ARTICLE XXIV
DISPATCHER'S INCREMENTS AND MANPOWER

SECTION 1:

The parties mutually recognize that watch room dispatcher duties have changed since negotiation of the last collective bargaining agreement and the present conditions prevailing at the Broad Street Station watch room present a less than desirable work environment. Employees who volunteer for at least two (2) consecutive weeks to serve in said watch room as Fire Dispatcher/EMS Telecommunicators for the Department shall receive additional compensation in the amount of Forty Dollars (\$40) per week while so volunteering and so serving. Effective July 1, 2001, employees who volunteer for at least two (2) consecutive weeks to serve in said watch room as Fire Dispatcher/EMS Telecommunicators for the Department shall be granted additional compensation at the rate of eight and one-half percent (8.5%) of their usual weekly base pay, to be added to their weekly base pay while performing watch room duties. Such compensation shall not be payable to more than one employee per group nor shall such compensation be paid to any person as the substitute for the person receiving the compensation provided for herein when such person is absent on sick or injury leave so long as such sick or injury leave does not exceed eight consecutive shifts. The Chief shall have the right to make assignments to duty in the watch room in the event no employee on a group volunteers therefore and, in any event, shall have the right to make assignments of substitutes for the person, if any, who does so volunteer. Effective July 1, 2002, the above-stated additional compensation shall increase to nine and one-half percent (9.5%), and effective July 1, 2003, the above-stated additional compensation shall increase to ten and one-half percent (10.5%).

Employees assigned to watch room duty shall attend such courses and obtain such certifications as reasonably required by the Fire Chief and as are reasonably related to the duties of the watch room.

Individuals who are not the regularly scheduled group dispatcher but who E-911 trained and who are willing, on an as needed basis, to undertake dispatcher duties within their group shall receive a once a year lump sum payment of Fifty Dollars (\$50). Willingness to fill in shall be expressed by signing such sign-up sheet as may be required by the Fire Chief. The Fire Chief may limit the number of these individuals. This language does not alter the Fire Chief's duty assignment powers.

Any E-911 certified employee who has completed twenty (20) years of service as a Westfield firefighter prior to July 1st will have the option of being removed, upon request, from the E-911 list. Any firefighter who wishes to be removed from the list must notify the Chief in writing no later than March 1st of the fiscal year preceding removal (which shall occur on July 1st). Once a firefighter has been removed from this list, he will no longer be eligible to receive the annual stipend and will no longer be eligible to work in the watch room (including shift swaps and overtime), except for limited duty and IOD. All employees upon hire following the effective date of this agreement will be required to become E-911 certified.

In event the City provides for civilian dispatchers and relieves firefighters of the dispatching function, the City agrees it will not reduce the number of firefighters as a result of such action. In addition, the City will make every effort to utilize the firefighters so relieved in such a manner as to improve the efficiency and effectiveness of the department. The assigning of one such firefighter to the northside station is an example of what may be considered as improving the efficiency and effectiveness of the department.

SECTION 2:

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 bargaining unit in sufficient numbers to insure the individual and collective safety of all employees as determined by the Chief from time to time.

SECTION 3:

At the commencement of each shift, there shall be not less than two (2) Captains available and on duty. For purposes of this section, the Training Officer shall not be counted as a Line Officer while engaged in his Training Officers duties.

SECTION 4:

Nothing in this Article, to the contrary withstanding, shall operate so as to prevent the assignment of a bargaining unit member on a Limited Duty status, as such Limited Duty status is stated in the collective bargaining agreement, to serve in the Watch Room as Dispatcher.

ARTICLE XXV
SEPARABILITY OF CLAUSES

In the event that any provision of this agreement may be declared invalid or illegal by operation of law, all other provisions of this agreement shall continue in full force and effect until termination of this agreement in accordance with the terms thereof. In such event the parties may exercise their legal rights in regard to impact bargaining.

ARTICLE XXVI
DRUG AND ALCOHOL FREE WORKPLACE AND EMPLOYEE ASSISTANCE

A. Drug and Alcohol Free Workplace

1. The parties recognize substance abuse as a potential health, safety and security problem. The parties shall 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.

2. No employee shall report to work under the influence of alcohol or of illegal drugs, nor shall any employee manufacture, distribute, possess or use an illegal drug or an alcoholic beverage while on duty.

3. Employees must report to the City Personnel Director any conviction under any criminal drug law within five (5) days after conviction.

4. Effective July 1, 1999, unit members will be required to undergo a drug/alcohol test as a condition of continued employment in order to ascertain prohibited drug/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 the 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 selection 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.

5. When administering the random selection program, the employer shall randomly select for testing each fiscal year no more than 15% of those employees enrolled in the random selection pool as of the first day of that fiscal year. The pool shall be administered such that each individual in the pool has an equal chance of being selected as every other individual every time a selection is made.

6. Individuals who test positive for a first offense shall be referred to a Substance Abuse Professional at Employer'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/illegal drugs to the employer after having first informed the employee as to the recommendations. Should those recommendations include outpatient treatment, the employer 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 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. Individuals who test positive for alcohol use or illegal drugs after a vehicular accident which involves personal injury requiring emergency medical treatment or which has resulted in death are subject to disciplinary action in addition to the

foregoing referral. Individuals who test positive for alcohol use shall, at their sole option, submit to having blood drawn by a qualified technician and thereafter tested. All drug and alcohol tests required under this policy, including the foregoing optional blood test, shall be at employer's expense.

7. Individuals who test positive for alcohol use or illegal drugs a second time will be disciplined. That discipline may include a recommendation to the appointing authority for termination from employment. Should the second offense be one involving a vehicular accident, the recommended disciplinary action shall be termination from employment.

8. In the event of an on-the-job vehicular accident, the issuance of a citation by a police officer shall, for the purposes of this article, be determinative on the question of "at fault". In the event that no citation is issued, employer may nonetheless require employee to provide a sample. If employer has required such a sample, a standing committee to consist of two employer representatives and two employee representatives (one firefighter and one Captain as appointed by the Union Executive Board) shall meet within 24 hours and determine by majority vote the issue of "at fault" for the purposes of this article. If "at fault" is found, employer shall cause the sample drawn to be tested. If it is not found, employer shall not cause the sample to be tested. This same committee shall also meet within 24 hours whenever a supervisor has required an employee to undergo a reasonable suspicion test the second time in any one fiscal year. The committee shall by majority vote determine the issue of "reasonable suspicion." If it finds reasonable suspicion, employer shall cause the sample drawn to be tested but it shall not cause the sample to be tested if reasonable suspicion is not found. Notwithstanding the foregoing language, it is understood that, for breath alcohol testing purpose, a test result is generated as part of taking the sample. The results of the breath alcohol test shall not be considered by the committee on determining the questions of fault or reasonable suspicion.

9. The program shall be administered in accordance with the Fire Department Drug and Alcohol testing policy. See Attachment B.

10. The parties agree to re-open non-economic negotiations over Article XXVI if the current testing procedures are declared illegal by a Court of competent jurisdiction.

B. Employee Assistance Plan.

A comprehensive Employee Assistance Plan shall be selected and implemented effective July 1, 1999. During the time between the signing of this agreement and July 1, 1999, the parties agree to meet and jointly select an outside vendor, agreeable to both, that will provide services including, but not limited to, the following: confidential assistance with emotional, family, financial, anxiety, legal, marital, depression, drug or alcohol problems. If an employee self-refers, the employer shall not receive information from the EAP vendor which specifically identifies the employee who self-refers. If an employee is referred by the employer, the employer shall be entitled to information from the EAP vendor which indicates whether (a) the employee made an appointment and (b) the employee kept or failed to keep the appointment.

Special emphasis shall be placed upon selecting a vendor that has a working knowledge of Critical Incident Stress as it pertains to members of the public safety emergency services. The preferred vendor will be able to demonstrate full understanding of Critical Incident Stress Debriefing and shall have the ability to work cooperatively with a CISD team whenever one is called in by the employer.

The vendor selection process will be conducted jointly by representatives of the employer and the union. The desired outcome is selection of a vendor acceptable to both. The parties recognize that selection of the vendor must comply with such municipal procurement laws and ordinances as are applicable.

An employee who becomes an active member of a CISD team receives no extra benefit from the employer but, in conformity with the following language, shall be excused from his/her shift without loss of pay if called upon to respond to a CIS incident. No more than one unit member shall be so excused for any one CIS incident or from any one shift. Traditional employer rights apply to this temporary vacancy: the employer may or may not choose to staff the temporary vacancy as so created.

ARTICLE XXVII
MATERNITY LEAVE

(a) Special leave with pay to a maximum of two (2) days shall be granted to a bargaining unit employee with the permission of the Fire chief at the time of the birth of the employee's child, or, for needs directly related to the adoption of a child by the employee.

(b) Unit members who must be absent from work due to pregnancy, complications of a medical nature associated therewith or recovery from birth shall be accorded the same benefits and are subject to the same requirements as is any unit member who suffers from a temporary non work-related disability.

(c) In no event shall an employee who absent from work due to the birth of her child be separated from service or otherwise subject to adverse personnel action, provided said employee is absent from work due to the birth of a child no more than twelve (12) weeks in any twelve (12) month period of time as a result of giving birth. This numbered paragraph does not and is not to be construed as addressing the issue of pay status during this twelve (12) week period, which is addressed elsewhere herein.

(d) A leave without pay may be granted upon written request by the employee accompanied by a physician's certificate. Such leave request may be granted for any period of time up to six (6) consecutive calendar months. Such leave may be requested to commence before the date of birth, but in no event shall it extend beyond six (6) months from the date of the first day of granted maternity leave. A unit member with a sick leave balance may draw sick leave during maternity leave as granted, but only for so long as the employee's physician certifies that the employee is disabled from job duties. An employee with scheduled vacation leave may request of the Fire Chief to have her scheduled vacation conform to such portion of her maternity leave as is not subject to sick leave payment. In no event shall the use of sick leave or vacation leave extend maternity leave beyond the period of time as granted.

(e) Time off to be deducted from sick leave for father may be granted up to one (1) week (four [4] shifts) for the birth of a child, when request is accompanied by physician's letter.

ARTICLE XXVIII
SCOPE OF AGREEMENT

The parties acknowledge that during negotiations that resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore,

for the life of this agreement, this agreement shall constitute the total agreement between the parties and each voluntarily and unqualifiedly waives the right to re-open negotiations on any matter or subject covered by this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This shall not preclude the parties, however, from mutually agreeing to amend this agreement at any time. No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Mayor and the Association. Any prior agreements covering any employee(s) covered by this agreement shall be terminated and of no effect, upon the effective date of this agreement and shall be superseded by this agreement.

ARTICLE XXIX
MISCELLANEOUS

A. When Engines 4 or 5, or both, leave headquarters responding to an alarm or any other emergency situation, there will be a minimum of three (3) firefighting personnel on each piece of apparatus except that an officer may assign one (1) firefighter from engine 5 as an additional firefighter on engine 4 whenever such assignment will enhance performance without jeopardizing the overall safety of the operation.

B. When either Engine 2 or Engine 3 is in service, there will be a minimum of two (2) full-time permanent firefighter personnel assigned respectively to Engines 2 and 3.

C. The City agrees to maintain the current number of pieces of apparatus responding from headquarters which include Engines 4 and 5 and Platform.

D. The parties mutually agree that it is timely and appropriate to review and discuss the topics of employee job performance evaluations and Massachusetts Fire Academy certifications for firefighters and Captains. The parties agree that, during the term of this agreement, they will utilize the Labor Management committee established elsewhere in this agreement for this purpose. Should the parties formulate an agreed

upon course of action with respect to one or both of these topics, nothing in the agreement precludes the parties from amending this agreement as required to effectuate their mutual intent.

E. The parties agree to review the issue of mutual aid backfill and ambulance runs of greater than fifty (50) miles in a Labor Management committee.

F. 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.

G. The parties agree that Tech Rescue will receive the same rights as the Hazmat Team. Captains will receive back-fill if covering Captain on Tech Rescue or Hazmat assignment. Tech Rescue will only be paid overtime and/or backfill if City paid first by outside source.

ARTICLE XXX

The parties agree to delete the reference to “reserve firefighters” and the language of Article XXX of this Agreement, due to the fact that no reserve firefighters currently exist. If the title is utilized in the future, the language contained in the July 1, 1998, Agreement will be reinstated and placed in full force and effect, pending further agreements by the parties.

ARTICLE XXXI

OUTDOOR TRAINING EXERCISES IN EXTREME WEATHER

In the event that extreme weather conditions shall prevail, outdoor training exercises which can be performed at another time will be rescheduled.

The parties recognize, however, that certain training exercises designed to promote efficiency and safety in dealing with emergencies handled by the fire service, may of necessity, be held at times and under conditions of extreme weather.

Extreme weather conditions which may result in rescheduling of outdoor training exercises, are defined as:

1. Oppressive heat and humidity. [Example: +90 degrees F.]
2. Extreme cold. [Example: -32 degrees F.]
3. Heavy snowfall occurring. [Example: Blizzard conditions.]
4. Heavy rainfall occurring. [Examples: Cloudburst, thunderstorm.]
5. High wind occurring. [Example: Gusting above 25 MPH.]

It is understood that this Article has no applicability to the performance of other duties.

ARTICLE XXXII
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. This language may be applicable to non-work-related injury/illness at the employee's discretion.

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 of the Department, 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 full 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 Fire Chief, or Acting Chief, will return the member to c. 41, s. 111F status unless it is determined through application of steps C,D,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 accumulated. 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 lost time shall be charged to C. 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 the Watch Desk or Alarm Division are examples of Limited Duty assignments which may be made consistent with the physical condition of the member. It is agreed that any Limited Duty assignment shall be within a member's respective rank. Prior to making a Limited Duty assignment to the Watch Desk, the Chief and the Union shall meet. In the event that it is mutually agreed by the parties that a Watch Desk person shall remain so assigned, such person shall not be displaced with a Limited Duty assignment.

K. A bargaining unit member who is in receipt of a stipend due to assignment, and who is displaced as the result of the placement of another member on Limited Duty assignment, shall continue to receive his/her stipend during the period of displacement.

L. A bargaining unit Member assigned to Limited Duty, once given a release from his/her treating physician, or the City's designated physician, or the mutually selected physician as described herein, that 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.

ARTICLE XXXIII
DURATION AND TERMINATION

SECTION 1:

The employer and the union agree that this Agreement will continue in full force and effect until midnight June 30, 2019 and thereafter, shall automatically renew itself for successive terms of one (1) year each, unless subsequent to January 1, 2019 and prior to April 1, 2019, or subsequent to January 1 and prior to April 1 of any such renewal year, either the employer or the Union 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 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; provided, 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 employees covered by this agreement any agent other than Local 1111, International Association of Firefighters, AFL-CIO.

SECTION 2:

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 the Agreement shall continue 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 provisions shall, to the extent permitted by law, and as agreed by the parties, be retroactive to July 1 of the year in which such new agreement, or supplement to or modification of an existing agreement is executed by all parties thereto and funding thereof obtained any employee retiring and the widow or 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:

Employees retiring and the estate of any employee who has died between July 1, 2007 and the date on which this agreement is signed and funding therefore is provided, shall receive all retroactive benefits which may apply from July 1, 2007 to the effective date of retirement or to the date of death.

SECTION 4:

In the event that the Employer intends to re-institute the Reserve Force, the Employer will notify the bargaining unit representative of its intent. The Employer will meet with representatives of the bargaining unit for the purpose of negotiations over the impact of such re-institution on mandatory subjects of bargaining and which do not impact upon the non-delegable rights of management, provided the bargaining unit has made written request to so bargain no later than five (5) business days following receipt by the bargaining unit of said notice from the Employer.

IN WITNESS WHEREOF, The City of Westfield and Local IIII, International Association of Firefighters (Union) have caused this instrument to be executed by the Mayor and by the duly authorized officer(s) of said Union on this _____ day of _____, 2018.

CITY OF WESTFIELD

Local 1111, IAFF

By: _____
Brian Sullivan, Mayor

By: _____
Niles LaValley,
President Local 1111, IAFF

FIRE WAGE SCHEDULES

FY17 (1%)									
	STEP/ LEVEL	MUNIS STEP/LEVEL	BASE	Certificate Level 1 5%	7.5%	10%	Degree 15%	Degree 18%	
Start	1	1	\$ 19.04	\$ 19.98	\$ 20.47	\$ 20.93	\$ 21.87	\$ 22.47	
1 year	2	2	\$ 19.75	\$ 20.74	\$ 21.24	\$ 21.74	\$ 22.74	\$ 23.30	
2 years	3	3	\$ 20.48	\$ 21.49	\$ 22.00	\$ 22.53	\$ 23.56	\$ 24.16	
3 years	4	4	\$ 22.07	\$ 23.18	\$ 23.72	\$ 24.29	\$ 25.36	\$ 26.06	
		5	\$ 22.07	\$ 23.18	\$ 23.72	\$ 24.29	\$ 25.36	\$ 26.06	
5 years	5	6	\$ 22.28	\$ 23.38	\$ 23.94	\$ 24.52	\$ 25.65	\$ 26.29	
1% longevity		7	\$ 22.28	\$ 23.38	\$ 23.94	\$ 24.52	\$ 25.65	\$ 26.29	
		8	\$ 22.28	\$ 23.38	\$ 23.94	\$ 24.52	\$ 25.65	\$ 26.29	
		9	\$ 22.28	\$ 23.38	\$ 23.94	\$ 24.52	\$ 25.65	\$ 26.29	
		10	\$ 22.28	\$ 23.38	\$ 23.94	\$ 24.52	\$ 25.65	\$ 26.29	
10 years	6	11	\$ 22.51	\$ 23.66	\$ 24.19	\$ 24.77	\$ 25.90	\$ 26.57	
2% longevity		12	\$ 22.51	\$ 23.66	\$ 24.19	\$ 24.77	\$ 25.90	\$ 26.57	
		13	\$ 22.51	\$ 23.66	\$ 24.19	\$ 24.77	\$ 25.90	\$ 26.57	
		14	\$ 22.51	\$ 23.66	\$ 24.19	\$ 24.77	\$ 25.90	\$ 26.57	
		15	\$ 22.51	\$ 23.66	\$ 24.19	\$ 24.77	\$ 25.90	\$ 26.57	
15 years	7	16	\$ 22.73	\$ 23.86	\$ 24.43	\$ 25.01	\$ 26.14	\$ 26.86	
3% longevity		17	\$ 22.73	\$ 23.86	\$ 24.43	\$ 25.01	\$ 26.14	\$ 26.86	
		18	\$ 22.73	\$ 23.86	\$ 24.43	\$ 25.01	\$ 26.14	\$ 26.86	
		19	\$ 22.73	\$ 23.86	\$ 24.43	\$ 25.01	\$ 26.14	\$ 26.86	
		20	\$ 22.73	\$ 23.86	\$ 24.43	\$ 25.01	\$ 26.14	\$ 26.86	
20 years	8	21	\$ 23.18	\$ 24.34	\$ 24.93	\$ 25.49	\$ 26.64	\$ 27.34	
4% longevity		22	\$ 23.18	\$ 24.34	\$ 24.93	\$ 25.49	\$ 26.64	\$ 27.34	
		23	\$ 23.18	\$ 24.34	\$ 24.93	\$ 25.49	\$ 26.64	\$ 27.34	
		24	\$ 23.18	\$ 24.34	\$ 24.93	\$ 25.49	\$ 26.64	\$ 27.34	
		25	\$ 23.18	\$ 24.34	\$ 24.93	\$ 25.49	\$ 26.64	\$ 27.34	
25 years	9	26	\$ 24.56	\$ 25.80	\$ 26.40	\$ 27.03	\$ 28.24	\$ 29.03	
5% longevity		27	\$ 24.56	\$ 25.80	\$ 26.40	\$ 27.03	\$ 28.24	\$ 29.03	
27 years	9A	28	\$ 25.54	\$ 26.83	\$ 27.46	\$ 28.11	\$ 29.37	\$ 30.18	
		29	\$ 25.54	\$ 26.83	\$ 27.46	\$ 28.11	\$ 29.37	\$ 30.18	
		30	\$ 25.54	\$ 26.83	\$ 27.46	\$ 28.11	\$ 29.37	\$ 30.18	
30 years	10	31	\$ 25.81	\$ 27.09	\$ 27.73	\$ 28.39	\$ 29.67	\$ 30.47	
6% longevity		32	\$ 25.81	\$ 27.09	\$ 27.73	\$ 28.39	\$ 29.67	\$ 30.47	
		33	\$ 25.81	\$ 27.09	\$ 27.73	\$ 28.39	\$ 29.67	\$ 30.47	
		34	\$ 25.81	\$ 27.09	\$ 27.73	\$ 28.39	\$ 29.67	\$ 30.47	
		35	\$ 25.81	\$ 27.09	\$ 27.73	\$ 28.39	\$ 29.67	\$ 30.47	
35 years	11	36	\$ 26.05	\$ 27.37	\$ 28.03	\$ 28.66	\$ 29.96	\$ 30.78	
7% longevity									

	BASE	20 YEARS	25 YEARS	27 YEARS
<i>Salaried</i>				
CHIEF MECHANIC	\$ 69,431.00	\$ 70,078.00	\$ 73,398.00	\$ 76,333.00
SUPT ALM/FF MECH	\$ 77,587.00	\$ 78,342.00	\$ 82,258.00	\$ 85,548.00
TRAINING CAPT	\$ 69,431.00	\$ 70,078.00	\$ 73,398.00	\$ 76,333.00
FIRE CAPTAIN	\$ 69,431.00	\$ 70,078.00	\$ 73,398.00	\$ 76,333.00
<i>Hourly</i>				
ASST SUPT ALARM	\$ 27.80	\$ 28.06	\$ 29.48	\$ 30.65

FIRE WAGE SCHEDULES

FY18 (2.5%)									
	STEP/ LEVEL	MUNIS STEP/LEVEL	BASE	Certificate Level 1	5%	7.5%	10%	Degree 15%	Degree 18%
Start	1	1	\$ 19.52	\$ 20.48	\$ 20.98	\$ 21.45	\$ 22.42	\$ 23.03	
1 year	2	2	\$ 20.24	\$ 21.26	\$ 21.77	\$ 22.28	\$ 23.31	\$ 23.88	
2 years	3	3	\$ 20.99	\$ 22.03	\$ 22.55	\$ 23.09	\$ 24.15	\$ 24.76	
3 years	4	4	\$ 22.62	\$ 23.76	\$ 24.31	\$ 24.90	\$ 25.99	\$ 26.71	
		5	\$ 22.62	\$ 23.76	\$ 24.31	\$ 24.90	\$ 25.99	\$ 26.71	
5 years	5	6	\$ 22.84	\$ 23.96	\$ 24.54	\$ 25.13	\$ 26.29	\$ 26.95	
1% longevity		7	\$ 22.84	\$ 23.96	\$ 24.54	\$ 25.13	\$ 26.29	\$ 26.95	
		8	\$ 22.84	\$ 23.96	\$ 24.54	\$ 25.13	\$ 26.29	\$ 26.95	
		9	\$ 22.84	\$ 23.96	\$ 24.54	\$ 25.13	\$ 26.29	\$ 26.95	
		10	\$ 22.84	\$ 23.96	\$ 24.54	\$ 25.13	\$ 26.29	\$ 26.95	
10 years	6	11	\$ 23.07	\$ 24.25	\$ 24.79	\$ 25.39	\$ 26.55	\$ 27.23	
2% longevity		12	\$ 23.07	\$ 24.25	\$ 24.79	\$ 25.39	\$ 26.55	\$ 27.23	
		13	\$ 23.07	\$ 24.25	\$ 24.79	\$ 25.39	\$ 26.55	\$ 27.23	
		14	\$ 23.07	\$ 24.25	\$ 24.79	\$ 25.39	\$ 26.55	\$ 27.23	
		15	\$ 23.07	\$ 24.25	\$ 24.79	\$ 25.39	\$ 26.55	\$ 27.23	
15 years	7	16	\$ 23.30	\$ 24.46	\$ 25.04	\$ 25.64	\$ 26.79	\$ 27.53	
3% longevity		17	\$ 23.30	\$ 24.46	\$ 25.04	\$ 25.64	\$ 26.79	\$ 27.53	
		18	\$ 23.30	\$ 24.46	\$ 25.04	\$ 25.64	\$ 26.79	\$ 27.53	
		19	\$ 23.30	\$ 24.46	\$ 25.04	\$ 25.64	\$ 26.79	\$ 27.53	
		20	\$ 23.30	\$ 24.46	\$ 25.04	\$ 25.64	\$ 26.79	\$ 27.53	
20 years	8	21	\$ 23.76	\$ 24.95	\$ 25.55	\$ 26.13	\$ 27.31	\$ 28.02	
4% longevity		22	\$ 23.76	\$ 24.95	\$ 25.55	\$ 26.13	\$ 27.31	\$ 28.02	
		23	\$ 23.76	\$ 24.95	\$ 25.55	\$ 26.13	\$ 27.31	\$ 28.02	
		24	\$ 23.76	\$ 24.95	\$ 25.55	\$ 26.13	\$ 27.31	\$ 28.02	
		25	\$ 23.76	\$ 24.95	\$ 25.55	\$ 26.13	\$ 27.31	\$ 28.02	
25 years	9	26	\$ 25.17	\$ 26.45	\$ 27.06	\$ 27.71	\$ 28.95	\$ 29.76	
5% longevity		27	\$ 25.17	\$ 26.45	\$ 27.06	\$ 27.71	\$ 28.95	\$ 29.76	
27 years	9A	28	\$ 26.18	\$ 27.50	\$ 28.15	\$ 28.81	\$ 30.10	\$ 30.93	
		29	\$ 26.18	\$ 27.50	\$ 28.15	\$ 28.81	\$ 30.10	\$ 30.93	
		30	\$ 26.18	\$ 27.50	\$ 28.15	\$ 28.81	\$ 30.10	\$ 30.93	
30 years	10	31	\$ 26.46	\$ 27.77	\$ 28.42	\$ 29.10	\$ 30.41	\$ 31.23	
6% longevity		32	\$ 26.46	\$ 27.77	\$ 28.42	\$ 29.10	\$ 30.41	\$ 31.23	
		33	\$ 26.46	\$ 27.77	\$ 28.42	\$ 29.10	\$ 30.41	\$ 31.23	
		34	\$ 26.46	\$ 27.77	\$ 28.42	\$ 29.10	\$ 30.41	\$ 31.23	
		35	\$ 26.46	\$ 27.77	\$ 28.42	\$ 29.10	\$ 30.41	\$ 31.23	
35 years	11	36	\$ 26.70	\$ 28.05	\$ 28.73	\$ 29.38	\$ 30.71	\$ 31.55	
7% longevity									

	BASE	20 YEARS	25 YEARS	27 YEARS
<i>Salaried</i>				
CHIEF MECHANIC	\$ 71,167.00	\$ 71,830.00	\$ 75,233.00	\$ 78,241.00
SUPT ALM/FF MECH	\$ 79,527.00	\$ 80,301.00	\$ 84,314.00	\$ 87,687.00
TRAINING CAPT	\$ 71,167.00	\$ 71,830.00	\$ 75,233.00	\$ 78,241.00
FIRE CAPTAIN	\$ 71,167.00	\$ 71,830.00	\$ 75,233.00	\$ 78,241.00
<i>Hourly</i>				
ASST SUPT ALARM	\$ 28.50	\$ 28.76	\$ 30.22	\$ 31.42

FIRE WAGE SCHEDULES

FY19 (2.5%)									
	STEP/ LEVEL	MUNIS STEP/LEVEL	BASE	Certificate Level 1 5%	7.5%	10%	Degree 15%	Degree 18%	
Start	1	1	\$ 20.01	\$ 20.99	\$ 21.50	\$ 21.99	\$ 22.98	\$ 23.61	
1 year	2	2	\$ 20.75	\$ 21.79	\$ 22.31	\$ 22.84	\$ 23.89	\$ 24.48	
2 years	3	3	\$ 21.51	\$ 22.58	\$ 23.11	\$ 23.67	\$ 24.75	\$ 25.38	
3 years	4	4	\$ 23.19	\$ 24.35	\$ 24.92	\$ 25.52	\$ 26.64	\$ 27.38	
		5	\$ 23.19	\$ 24.35	\$ 24.92	\$ 25.52	\$ 26.64	\$ 27.38	
5 years	5	6	\$ 23.41	\$ 24.56	\$ 25.15	\$ 25.76	\$ 26.95	\$ 27.62	
1% longevity		7	\$ 23.41	\$ 24.56	\$ 25.15	\$ 25.76	\$ 26.95	\$ 27.62	
		8	\$ 23.41	\$ 24.56	\$ 25.15	\$ 25.76	\$ 26.95	\$ 27.62	
		9	\$ 23.41	\$ 24.56	\$ 25.15	\$ 25.76	\$ 26.95	\$ 27.62	
		10	\$ 23.41	\$ 24.56	\$ 25.15	\$ 25.76	\$ 26.95	\$ 27.62	
10 years	6	11	\$ 23.65	\$ 24.86	\$ 25.41	\$ 26.02	\$ 27.21	\$ 27.91	
2% longevity		12	\$ 23.65	\$ 24.86	\$ 25.41	\$ 26.02	\$ 27.21	\$ 27.91	
		13	\$ 23.65	\$ 24.86	\$ 25.41	\$ 26.02	\$ 27.21	\$ 27.91	
		14	\$ 23.65	\$ 24.86	\$ 25.41	\$ 26.02	\$ 27.21	\$ 27.91	
		15	\$ 23.65	\$ 24.86	\$ 25.41	\$ 26.02	\$ 27.21	\$ 27.91	
15 years	7	16	\$ 23.88	\$ 25.07	\$ 25.67	\$ 26.28	\$ 27.46	\$ 28.22	
3% longevity		17	\$ 23.88	\$ 25.07	\$ 25.67	\$ 26.28	\$ 27.46	\$ 28.22	
		18	\$ 23.88	\$ 25.07	\$ 25.67	\$ 26.28	\$ 27.46	\$ 28.22	
		19	\$ 23.88	\$ 25.07	\$ 25.67	\$ 26.28	\$ 27.46	\$ 28.22	
		20	\$ 23.88	\$ 25.07	\$ 25.67	\$ 26.28	\$ 27.46	\$ 28.22	
20 years	8	21	\$ 24.35	\$ 25.57	\$ 26.19	\$ 26.78	\$ 27.99	\$ 28.72	
4% longevity		22	\$ 24.35	\$ 25.57	\$ 26.19	\$ 26.78	\$ 27.99	\$ 28.72	
		23	\$ 24.35	\$ 25.57	\$ 26.19	\$ 26.78	\$ 27.99	\$ 28.72	
		24	\$ 24.35	\$ 25.57	\$ 26.19	\$ 26.78	\$ 27.99	\$ 28.72	
		25	\$ 24.35	\$ 25.57	\$ 26.19	\$ 26.78	\$ 27.99	\$ 28.72	
25 years	9	26	\$ 25.80	\$ 27.11	\$ 27.74	\$ 28.40	\$ 29.67	\$ 30.50	
5% longevity		27	\$ 25.80	\$ 27.11	\$ 27.74	\$ 28.40	\$ 29.67	\$ 30.50	
27 years	9A	28	\$ 26.83	\$ 28.19	\$ 28.85	\$ 29.53	\$ 30.85	\$ 31.70	
		29	\$ 26.83	\$ 28.19	\$ 28.85	\$ 29.53	\$ 30.85	\$ 31.70	
		30	\$ 26.83	\$ 28.19	\$ 28.85	\$ 29.53	\$ 30.85	\$ 31.70	
30 years	10	31	\$ 27.12	\$ 28.46	\$ 29.13	\$ 29.83	\$ 31.17	\$ 32.01	
6% longevity		32	\$ 27.12	\$ 28.46	\$ 29.13	\$ 29.83	\$ 31.17	\$ 32.01	
		33	\$ 27.12	\$ 28.46	\$ 29.13	\$ 29.83	\$ 31.17	\$ 32.01	
		34	\$ 27.12	\$ 28.46	\$ 29.13	\$ 29.83	\$ 31.17	\$ 32.01	
		35	\$ 27.12	\$ 28.46	\$ 29.13	\$ 29.83	\$ 31.17	\$ 32.01	
35 years	11	36	\$ 27.37	\$ 28.75	\$ 29.45	\$ 30.11	\$ 31.48	\$ 32.34	
7% longevity									

	BASE	20 YEARS	25 YEARS	27 YEARS
<i>Salaried</i>				
CHIEF MECHANIC	\$ 72,946.00	\$ 73,626.00	\$ 77,114.00	\$ 80,197.00
SUPT ALM/FF MECH	\$ 81,515.00	\$ 82,309.00	\$ 86,422.00	\$ 89,879.00
TRAINING CAPT	\$ 72,946.00	\$ 73,626.00	\$ 77,114.00	\$ 80,197.00
FIRE CAPTAIN	\$ 72,946.00	\$ 73,626.00	\$ 77,114.00	\$ 80,197.00
<i>Hourly</i>				
ASST SUPT ALARM	\$ 29.21	\$ 29.48	\$ 30.98	\$ 32.21

Attachment B

Fire Department Drug and Alcohol Testing Policy

Scope and Overview

In order to promote safety, the City tests certain individuals for the use of illegal drugs and controlled substances (herein "drugs") and misuse of alcohol in a variety of circumstances and subject to a complex scheme of procedural safeguards. These policies and guidelines are formulated to protect the safety and security of the public, employees, facilities and assets.

Applicability

Participation in this drug and alcohol testing program is a requirement of employment for members of the collective bargaining unit represented by IAFF Local 1111.

Implementation Date of this Policy

This policy is effective on July 1, 1999 for all present employees and upon date of receipt by employee for all those first employed after that date.

Confidentiality of Records

All drug and alcohol testing and related medical records and information will be maintained in a confidential manner, under lock and key, separate from personnel files. Their disclosure shall be strictly limited to management personnel and those with a need to know. Each employee will have the right to have a copy of his/her drug and alcohol test results upon written request.

Identity of Contact Person

The individual who you may contact regarding this program is the then-current Employer's Drug and Alcohol Program Manager, the City Personnel Director. This individual is designated as contact to answer questions about this policy and the program in general.

Definitions

Alcohol means the intoxicating agent in Beverage Alcohol, Ethyl Alcohol, or other Low Molecular Weight Alcohol including Methyl and Isopropyl Alcohol.

Alcohol Concentration (herein AC or BAC for Breath Alcohol concentration) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. This

measurement is intended to be approximately equivalent to the percent of "Blood Alcohol Concentration" commonly used in "operating under the influence" situations.

Alcohol Impairment means an Employee is considered to be "Under the Influence" and in violation of this policy when he or she has a blood alcohol concentration (or the approximate equivalent breath alcohol concentration of grams of alcohol per 210 liters of breath) of 0.06AC or greater, as shown by testing.

Breath Alcohol Technician (BAT) is a certified individual who is trained to proficiency in the operation of the EBT he or she is using.

Confirmed Breath Alcohol Test Results means a test result after the alcohol confirmation test is conducted by a certified Breath Alcohol Technician on approved evidentiary testing equipment. A confirmed breath alcohol test result is determinative unless employee immediately after a positive breath alcohol test, requests blood be drawn and tested. If so, the blood test shall be used to confirm initial breath alcohol test.

Collection Site refers to the facility where the urine drug screen is collected and/or the breath alcohol testing is conducted.

Confirmed Positive Drug Test Result means a drug test result that was confirmed positive using Gas Chromatography/Mass Spectrometry (GC/MS) by a Department of Health and Human Services (DHHS) certified laboratory using standard thresholds.

Drugs (also referred to as **Illegal Drugs**) are the following substances or derivatives thereof:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

Employee means any individual whom Employer stipulate should be covered under the Drug and Alcohol Policy.

Evidential Breath Testing Device (EBT) is a device approved by the National Highway Traffic Safety Administration (NHTSA) for testing of breath.

Licensed Medical Practitioner means a person who is licensed, certified, and /or registered, in accordance with applicable Federal, State, local or foreign laws and regulations, to prescribe controlled substances and other drugs.

Medical Review Officer (MRO) is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an Employer's drug testing program. He/she must have knowledge of substance abuse disorders and have appropriate medical knowledge to interpret and evaluate an individual's positive test results together with his/her medical history and relevant biomedical information.

Refusal (or Refuse) to Submit (to an alcohol test or drug test) means that after a drug and/or alcohol test is required, an Employee:

1. Failed to provide sufficient quantity of urine within a three hour time limit, or failed to provide sufficient quantities of breath or other fluids without a valid medical explanation.
2. Engaged in conduct that clearly obstructed the testing process.
3. Directly refused to take a drug or an alcohol test.
4. Tampered with or attempted to adulterate the specimen.
5. Did not report directly to the collection site after notification and/or intentionally delayed the collection and/or testing process.
6. Failed to remain at work until released after an on-the-job accident/incident for testing (if required) after the on-the-job accident/incident or failed to report that he/she was in a post-accident incident situation when testing was required without a valid reason.

Substance Abuse Professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor who is certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium Alcohol and other Drug Abuse (ICRC). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Verified Drug Test Result (Positive) is the final drug determination for a positive drug test result by the MRO.

Drugs: An employee is prohibited from the use of the following defined drugs or derivatives thereof (herein "drugs") at any time on or off the job:

- Amphetamines
- Cocaine

- Marijuana
- Opiates
- Phencyclidine

Alcohol: An employee must not consume alcohol while:

- **Available to perform** a safety sensitive function. This includes the time when an individual may not be performing that activity at the time, however he/she is on-the-job and *available*.
- **Currently performing** a safety sensitive function
- **Immediately after performing** a safety sensitive function, (to allow for alcohol testing immediately after a shift).

Refusal to Submit

Refusing to Submit to a test ordered pursuant to this policy is prohibited.

Any refusal to submit to a test of any kind must be documented. For an Employee, a "refusal to submit" is equivalent to a positive test result for that test.

It is important to note that the time marked on the collection form may be later than when the individual arrived at the collection site. For example, if an individual indicates that he/she is not ready for a specimen collection, the collector may not start the process. If there is a problem with a timely arrival at the collection site, Employer may find it necessary to contact the collector directly at the site.

Adulteration

Submitting a urine specimen for testing which the laboratory confirms to have an identified adulterant in it, is a violation of this policy and is prohibited.

Testing Process Integrity

Controlled Substances

The actual drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services (DHHS). Employer and vendors utilized in connection with drug testing will comply with all procedures intended to ensure the accuracy and confidentiality of test results and respectful treatment of persons being tested.

All individuals who are tested must be identified via picture identification or by authorized Employer personnel to ensure that the individual tested is the correct person. An individual's Employee Number (not Social Security number) is used to track the testing process.

Urine will be collected using the split specimen collection process which provides significant additional security. Individuals are in direct visual contact with their urine specimen container(s) until the collection process is complete. There are tamperproof seals on the collection container, initialed by the donor, along with chain of custody paperwork.

There is a "chain of custody" process that directly follows a specimen from initial collection through final testing. If there are unrecoverable irregularities in this process, the test is declared a "broken chain of custody" and it is canceled.

There are various testing thresholds for the presence of Controlled Substances before they will be reported as a confirmed positive to the Medical Review Officer (MRO). The thresholds for the presence of Controlled Substances to be used for this policy shall be the same as used by the United States Department of Transportation (DOT) Federal Highway Administration (FHWA) for its interstate commercial motor vehicle operator/commercial driver's license testing program as presently codified at 49 CFR at Parts 40 and 382. Such changes in the Controlled Substances thresholds as are implemented from time to time by the FHWA for its program shall be adopted for this policy. A urine specimen which is identified as positive on an initial screening test will be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques before results are sent by the laboratory to the MRO.

The split specimen testing option, which must be conducted, if requested, provides additional security.

Alcohol

An initial alcohol screening test measures the alcohol concentration (AC) of the Employee on an approved screening device. If an initial alcohol screening test is 0.06 AC or greater, a second (confirmation) test is performed on an evidential breath testing device and only the confirming result on the evidential testing device is used (not the initial Screening test result).

Before this confirmation test is completed, a 15 to 30 minute waiting period is required, to reduce the impact of mouth alcohol. The confirming testing process may only be performed on evidential breath testing equipment utilizing air blanks to ensure that ambient conditions are not negatively affecting the testing process. In addition, the alcohol breath testing equipment is periodically checked for accuracy following a defined procedure, and is periodically calibrated with samples containing known alcohol concentrations. A confirmed

positive test result is not used if a calibration test with a gas containing a known alcohol concentration is outside of the allowable test range. However, if the calibration test is outside of the allowable range and the unit is recalibrated, the individual (if still available) may be re-tested and this new result would be valid.

The Employee is given a copy of the test results. All test results are either printed directly on the alcohol testing form by the testing device or are affixed to the form with tamper evident tape.

Collection Procedures

Drug Collection Procedure

Approved collection procedures may change from time to time but shall not be changed without employer first providing notice of the change to the union. The union shall have the opportunity to bargain the impact of any substantial change in this procedure. Both private and public collections, including collections from law enforcement agencies, may be utilized in post-accident situations.

Upon notification, the employee will be required to promptly proceed to the assigned collection site with the custody and control forms and appropriate identification. Approved collection procedures will be used to collect urine specimens for drug tests. Individuals who are tested must be identified via picture identification or by an authorized Employer representative to assure that the individuals being tested are the correct individuals. Employee number is used to track the identification process.

Tested individuals are in direct visual contact with their specimen until the collection process is completed. There are tamperproof seals on the collection containers, initialed by donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork.

Certain situations may require that a specimen be discarded and a new collection be initiated. During the collection process, employees may only consume fluids in permitted quantities.

As required or permitted in certain specific situations relating to issues such as suspected adulteration, specific gravity and creatine level outside of a specified range, temperature outside of an acceptable range, etc., a directly observed collection by a same sex collector may be required.

Opportunity for a Test of the Split Specimen

An Employee with a verified positive drug test result will have the option to have the split specimen portion tested at another DHHS certified laboratory. This option cannot be selected after 72 hours from the time of notification by the MRO unless there is a significant reason acceptable to the MRO why the individual

was delayed in requesting the split specimen test, such as an injury. If this option is selected, the Employee must verbally notify the MRO of the request for the split portion test and send written notification, via certified mail - return receipt requested to the MRO.

The Employee must provide a copy of this request to the Employer's Drug and Alcohol Program Manager. If the split specimen test fails to reconfirm the positive result, the MRO shall cancel the positive test result.

A request for a test of the split specimen will not delay any administrative actions.

After a positive drug or alcohol test result, there is no opportunity to have a second collection that negates the first positive test result. There is no option for an alcohol split specimen collection.

Medical Review Officer

The program will utilize a MRO, a licensed physician (medical doctor or doctor of osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

The review system will provide protections for potential false positive results pertaining to prescription medications. Before making a final determination on a confirmed positive drug test result from the laboratory the MRO will rule out alternate medical explanations by reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result.

It is the employee's responsibility to respond to the MRO within 24 hours upon receiving a message from the MRO, or an Employer representative, to return a telephone call. Failure of the employee to contact the MRO within this timeframe will result in the MRO making a determination of the drug test result without input from the employee and cause a waiver of further employee rights.

Referral for SAP Evaluation and Treatment

If an employee has a positive test result for drugs and/or alcohol, he/she must have an evaluation by a Substance Abuse Professional. This assessment will evaluate whether the individual needs assistance resolving problems associated with drug use and/or alcohol misuse. If treatment is prescribed, the employee must enroll in or complete the recommended program before that individual is medically qualified to operate a motor vehicle of any kind for employer.

Memorandum of Agreement

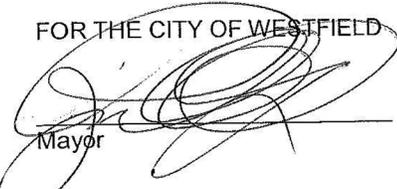
This memorandum of agreement is entered into this 29 day of September, 2003, by and between the City of Westfield and IAFF, Local 1111, for the purpose delineating terms and conditions of providing Critical Care Transport by the ambulance service of the Westfield Fire Department, as follows:

1. The provisions of Article XVII (Indemnity) will apply to these calls. Transports will be performed under the guidelines and procedures established by the Commonwealth of Massachusetts, including the right to refuse within the state guidelines. Refusals of transports, instances where a second CCT trained paramedic is called in within fifty miles of Noble Hospital and those questioned by CCT certified staff will be immediately reviewed by a panel composed of designated Hospital officials and CCT members of the Westfield Fire Department, including the ALS Coordinator and Deputy Chief, the specific composition to be determined.
2. There will be a requirement to maintain three CCT paramedics per group. Volunteers will be solicited first, then by reverse seniority. All newly hired paramedics after the effective date of this agreement will obtain and maintain "Critical Care Transport" certification within six months of their employment, which with the permission of the Chief may exceed six months. Upon certification, newly hired paramedics will replace more senior paramedics that have been assigned CCT duties. All CCT trained paramedics as a result of this memorandum of agreement will maintain their certifications unless they have received approval to drop their certifications from the Chief of the Department, such approval shall not be unreasonably denied. All CCT trained paramedics hired after the date of the memorandum of agreement will have to retain the CCT certification.
3. The Department will have the ability to temporary (which shall be defined as ability to return to regular group) transfer individuals to balance the teams to adhere to the above provisions. The Department will make every effort to make an equitable assignment of these calls among certified personnel.
4. Training will be coordinated by Noble Hospital and the Westfield Fire Department. At least one CCT certified paramedic would serve on the team that coordinates training.
5. EMS personnel dispatched on CCT transports (those certified through the billing procedure) will be compensated at a rate of \$50 per call. The CCT medic will have the right to call for another CCT medic for calls within fifty miles of Noble Hospital, if he/she feels one is needed. Calls beyond fifty miles of Noble will have two CCT trained paramedics for the back of the

ambulance and a basic EMT driver. The basic EMT would receive the basic transport stipend of \$20 per call.

6. This constitutes full and complete agreement by the parties. Amendment to the agreement shall be by the parties in writing.

FOR THE CITY OF WESTFIELD



Mayor
Date: 10/1/03

FOR IAFF, LOCAL 1111



President
Date: 29/500/03

MEMORANDUM OF AGREEMENT

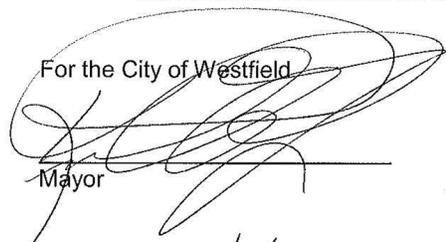
This agreement is entered into this 16th day of January, 2003 by and between the City of Westfield and IAFF, Local 1111, through their authorized representatives, for the purpose of addressing concerns and claims with respect to the current Captain vacancy due to the retirement of Donald Carpenter, as follows:

1. The Union agrees to withdraw its pending grievance regarding the posting and filling of the current Captain's vacancy and are precluded from filing further claims regarding the temporary reduction of captain positions from 9 to 8, based upon the consideration offered herein; however, the Union reserves any other rights it may have with respect to other similar reductions. The parties further recognize that this agreement in no way inhibits the Union from pursuing any legal resources, including filing and prosecuting a grievance, if any, further reduction occurs and in no way diminishes the rights the Union may have with respect to further reduction of similar matters. It is acknowledged that this is a mutual compromise of claims and the Union hereby accepts this resolution, despite their continued objection to the reduction, as in the best interests of all parties.
2. During this temporary interim time, the Captains agree to provide daily training, except Sundays and holidays, to the degree that it can be accomplished along with the Captains' other daily responsibilities. Provisions regarding "reasonableness" of duties in Article V (B) shall apply. The City agrees that the Captains will not be responsible for any diminution in training due to the lack of a permanently assigned training officer.
3. The City agrees to review the issue of reduction of a Captain position as it prepares the upcoming FY'04 budget and will so advise the Union as soon as possible of its decision. It is noted that the position was not eliminated from the FY'03 budget, but the funding cut in an effort to balance the current budget.
4. The City agrees through the provisions of Article V, Section 2(B), to establish a cap in the number of actual working hours for each Captain. Such cap shall be 220 hours per calendar year and shall not include sick leave of more than two blocks (four shifts) per year per captain unless a doctor's note is provided. Captains will continue to track hours per current practice. Should sick leave consistently exceed the above amounts, the parties agree to meet to discuss further.
5. Any Captain who works any hours over the established cap, in any calendar year commencing January 1, 2003, shall receive a salary payment in recognition of additional hours worked, of \$400 per ten hours worked. (For example, if hours total 221 to 230, payment shall be \$400, if 231 to 240 payment shall be \$800, if 241 to 250, payment shall be \$1200, etc.) In order for a payment in excess of 280 hours to occur and in order to guarantee

appropriate distribution of hours over the cap, each Captain, regularly scheduled for an annual basis, (or acting Captain/regular Captain combined if split between two or more personnel) shall work a minimum of 220 hours, for all others to be eligible for the salary payment in excess of 280 hours in a calendar year. Such payment shall be added to the Captain's base for retirement purposes.

6. The language of provisions 4 and 5 are considered part of the current contract and shall be incorporated into any successor agreement. Any general wage increase will be applied to this payment, as well.
7. This memorandum constitutes full and complete agreement of the parties.

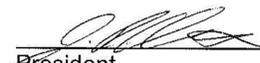
For the City of Westfield



Mayor

Date: 1/16/03

For IAFF, Local 1111



President

Date: 15/JAN/03

AUTHORIZATION FOR PAYROLL DEDUCTIONS

Name of Employee: _____

To: Westfield Fire Department_____

Effective in the check dated _____, I hereby request and authorize you to deduct from my earnings each week, the amount of \$19.00. This shall be paid to the treasurer of the Westfield Fire Fighters Association, Local No. 1111 and represent payment of my union dues.

These deductions may be terminated by me by giving you a 60 day written notice in advance or upon termination of my employment.

(Employee Signature)

(Employee Address)

(City, State, Zip)

(Social Security Number)

(Date of Hire)

CITY OF WESTFIELD
Captain

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

The Fire Captain is responsible for the command of a personnel and equipment including the apparatus, equipment and the personnel involved in the combating, extinguishing and preventing of fires and the saving of lives and property in the absence of the Deputy Chief. The Fire Captain is responsible for the instruction of the fire fighters and the proper maintenance checks of apparatus and equipment in accordance with standing orders and other regulations. At an emergency the fire captain is responsible for entering a burning building with the fire fighters. While subject to the requirements of written orders and regulations and the verbal directions of a superior, the fire captain exercises great independence of judgment and action while in command at fires and rescues.

SUPERVISION:

The employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments. The employee refers unusual situations to the supervisor for advice and further instructions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Respond to alarms and direct the route to be taken to the fire
- Make decisions as to the best methods of extinguishing the fire and the saving of lives unless relieved of command by a superior officer
- Direct the laying of hose lines, direction of water streams, required pressure of streams, the placing of ladders, ventilation of building, rescuing of persons, administering of first aid and placing of salvage covers
- Direct the overhauling and cleaning up of premises after the fire has been extinguished
- Direct the return of all apparatus and equipment to their proper places in the fire hall.
- Be responsible for training personnel by conducting classes and instructing them in drill evaluations.
- Compile and keep varied records and reports as required.
- May participate in the inspection of residential, commercial and industrial property relative to fire prevention when required.

FIRE CAPTAIN
OCTOBER 2018
1

- Oversee the cleaning of quarters, equipment and apparatus
- Conduct roll call, organize watches and inspect personnel
- Participate in the discipline of firefighters
- Read communications received and transmit orders and information to firefighters, whether written or oral
- May be assigned any other duties as related to assist department function.

EDUCATION AND EXPERIENCE:

Three years of satisfactory service as a firefighter; Graduation from a standard senior high school or technical school. Passes Firefighter I & II Certification at MFA within 1 year of hire.

SKILLS AND QUALIFICATIONS:

- Thorough knowledge of the operation and maintenance of all apparatus and equipment and methods used in combating, extinguishing and preventing fire and in rescue work.
- Thorough knowledge of rules and regulations governing the fire department and of standing orders of the department.
- A knowledge of federal, state/provincial and local laws relative to the management of personnel and activities of the fire department
- Thorough knowledge of the principles and practices involved in training personnel in firefighting operations. Participates in EMS training as necessary.
- Knowledge of hydraulics as applied to firefighting, building construction and location of hazardous occupancies in the municipality
- Mechanical aptitude.
- Agility and strength to do prolonged and arduous work under adverse conditions.
- Ability to react quickly and remain calm under duress and strain.
- Ability to lead firefighters effectively, maintain order, promote harmony, exercise sound judgment and to cooperate with other officials
- Ability to prepare clear and concise reports
- Skill in the operation and maintenance of firefighting and rescue equipment.
- Ability to read basic building plans such as pre-fire planning. (Not responsible approval of plans)
- A working knowledge of the operation, size and location of water mains as applied to the firefighting activities of the fire department
- Integrity, composure and a reassuring manner;
- The ability to follow instructions and take orders
- The ability to work as part of a team
- Problem-solving skills
- patience, understanding and sensitivity;
- confidence and resilience;
- adaptability and flexibility;

FIRE CAPTAIN
OCTOBER 2018
2

- sound judgement, courage, decisiveness, quick reactions and the ability to stay calm in difficult circumstances;
- the willingness and ability to learn on a continual basis;
- an interest in promoting community safety, education and risk prevention

PHYSICAL, MOTOR, AND VISUAL SKILLS – at time of original hire

Physical Skills

Candidates must pass qualifying medical and physical fitness screening tests consistent with NFPA 1582 standards, prior to appointment.

Motor Skills

Employees must have the physical strength and skills to perform the tasks ordinarily performed by a firefighter while on the job. These abilities include cardiovascular fitness, muscle strength, muscular endurance and flexibility.

Visual Skills

- (1) Far visual acuity less than 20/40 binocular, corrected with contact lenses or spectacles, or far visual acuity less than 20/100 binocular for wearers of hard contacts or spectacles, uncorrected
- (2) Color perception – monochromatic vision resulting in inability to use imaging devices such as thermal imaging cameras
- (3) Monocular vision
- (4) Any eye condition that results in the candidate not being able to safely perform one or more of the essential job tasks.

6.4.2 Category B medical conditions shall include the following:

- (1) Diseases of the eye such as retinal detachment, progressive retinopathy, or optic neuritis
- (2) Ophthalmological procedures such as radial keratotomy, Lasik procedure, or repair of retinal detachment
- (3) Peripheral vision in the horizontal meridian of less than 110 degrees in the better eye or any condition that significantly affects peripheral vision in *both* eyes

The City of Westfield is committed to maintaining a work environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.