

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF RAYNHAM**

**AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL 2894**

**PROFESSIONAL FIRE FIGHTERS OF RAYNHAM**

**JULY 1, 2022 TO JUNE 30, 2025**

## **AGREEMENT**

This Agreement is made and entered into by and between the Town of Raynham, a Municipal Corporation located in Bristol County, Massachusetts, hereinafter referred to as the "Town", and the International Association of Firefighters Local 2894, Professional Firefighters of Raynham, hereinafter referred to as the "Union", upon the covenants, stipulations, statements, terms and conditions:

WHEREAS the wellbeing of the employees of the Town of Raynham Fire Department covered by this Agreement and the efficient and economic operation of the Fire Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS the participation of employees in the collective bargaining process can contribute to the effective conduct of public business within the Town;

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

### **Article I RECOGNITION AND BARGAINING UNIT**

The Town hereby recognizes the International Association of Firefighters Local 2894, Professional Fire Fighters of Raynham, as the exclusive bargaining agent, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment in accordance with M.G.L. (Ter. Ed.) Chapter 150E, for the following bargaining unit:

All uniformed, full time Fire Fighters, Lieutenants, Captains, and Deputy Chiefs, of the Town's Fire Department, but excluding the Chief and all other employees of the Department.

### **ARTICLE II MANAGEMENT RIGHTS**

It is agreed by the Town and the Union that this Agreement shall not in any way impair or infringe upon the Town or its duly authorized representatives' rights to determine and prescribe the methods and means by which the Fire Department shall be conducted, except as may otherwise be specifically provided in this Agreement. The Town reserves those rights of an employer to hire, fire, discipline, suspend, or discharge for just cause; and to determine the number of employees and to direct the operation of such employees.

**ARTICLE III  
 SALARY AND OUT-OF-GRADE PAY**

Effective July 1, 2022, (2%) the annual compensation for employees covered by this Agreement shall be as follows:

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>	<b>STEP V</b>	<b>STEP VI</b>
Fire Fighter	<b>51,350.54</b>	<b>56,769.35</b>	<b>65,072.94</b>	<b>67,415.71</b>	<b>69,315.15</b>	<b>72,780.91</b>
Lieutenant	<b>83,698.06</b>					
Captain	<b>96,252.74</b>					
Captain/ Fire Inspector	<b>103,471.72</b>					
Deputy Chief	<b>110,690.68</b>					

Effective July 1, 2023, (2%) the annual compensation for employees covered by this Agreement shall be as follows:

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>	<b>STEP V</b>	<b>STEP VI</b>
Fire Fighter	<b>52,377.55</b>	<b>57,904.74</b>	<b>66,374.40</b>	<b>68,764.02</b>	<b>70,701.45</b>	<b>74,236.53</b>
Lieutenant	<b>85,372.02</b>					
Captain	<b>98,177.79</b>					
Captain/ Fire Inspector	<b>105,541.15</b>					
Deputy Chief	<b>112,904.49</b>					

Effective July 1, 2024, (2%) the annual compensation for employees covered by this Agreement shall be as follows:

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>	<b>STEP V</b>	<b>STEP VI</b>	<b>STEP VII</b>
Fire Fighter	<b>53,425.10</b>	<b>59,062.83</b>	<b>67,701.89</b>	<b>70,139.30</b>	<b>72,115.48</b>	<b>75,721.26</b>	<b>79,507.32</b>
Lieutenant	<b>91,433.42</b>						
Captain	<b>105,148.43</b>						
Captain/ Fire Inspector	<b>113,034.56</b>						
Deputy Chief	<b>120,920.69</b>						

The time in grades between step increases shall be one (1) year from anniversary date, with the sixth (6<sup>th</sup>) step starting at the beginning of the employee's tenth year. Eligibility for Step VII is at the beginning of the employee's fifteenth year.

There shall be a fifteen (15) per cent increment between the rank of the highest paid Fire Fighter and the Lieutenant and a fifteen (15) per cent increment between the Lieutenant and the Captain and a fifteen (15) per cent increment between the Captain and the Deputy Chief.

Out of Grade Pay: When a Fire Fighter is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, he shall be paid at the rate of Lieutenant for as long as that position is held.

Whenever the Senior Officer available assumes all of the duties and responsibilities of the Chief in his absence for at least five (5) consecutive days, the Senior Officer will be compensated for those days at the Chief's rate of pay. The Senior Officer shall be eligible for overtime during that time.

The position of Captain/Fire Inspector shall be established upon the date of ratification of the July 1, 2006 to June 30, 2009 Agreement and shall be compensated at the applicable Captain's rate plus 7.5%.

#### **ARTICLE IV GRIEVANCE PROCEDURE**

For the purpose of this Agreement, a grievance shall be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Union, and the Town over the interpretation or application of the provisions of this Agreement.

Level One: A grievant shall submit said grievance in writing to the Chief of the Fire Department within ten (10) days, excluding Saturdays, Sundays, and Holidays, after the incident giving rise to the grievance has occurred. The Chief shall render his decision within ten (10) days after receipt of the grievance excluding Saturdays, Sundays and holidays.

Level Two: If the grievant is not satisfied with the disposition of said grievance at Level One, he may submit said grievance in writing to the Board of Selectmen within five (5) days, excluding Saturdays, Sundays, and Holidays, following receipt of the Chief's decision. The Board of Selectmen shall render its decision within fifteen (15) days after the grievance is submitted, excluding Saturdays, Sundays, and Holidays.

Level Three: If the grievant is not satisfied with the decision of the Board of Selectmen, the Union may, within fifteen (15) days after said decision, submit the grievance to arbitration to the State Board of Conciliation and Arbitration in accordance with said Board's applicable rules.

The attached three forms shall be used to submit Level One, Level Two, and Level Three grievances.

A grievance submitted in accordance with this procedure shall be in writing, setting forth in detail the nature of the grievance and the remedy requested.

Any time limit specified herein may be extended by agreement of the parties in writing.

GRIEVANCE PROCEDURE LEVEL 1

Fire Chief  
Town of Raynham  
37 Orchard Street  
Raynham, Mass. 02767

Name and Rank of Employee/Grievant:

Department:

Incident Date:                      Incident Time:

Chief Officer:

Brief Description of Grievance and Article Grieved:

Settlement Desired:

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of employee)

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Union Rep.)

Management Reply:

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Chief Officer)

Action of Management is Satisfactory      Yes \_\_\_\_\_ No \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Union Rep/Employee)

Level 1 to be filled out in two (2) copies.  
Please sign all copies and return one (1) copy.

GRIEVANCE PROCEDURE LEVEL 2

Honorable Board of Selectmen  
Town of Raynham  
53 Orchard Street  
Raynham, Mass. 02767

The undersigned, a party covered by an agreement contained in a written contract, dated \_\_\_\_\_ which agreement provides as follows: Within five (5) days, exclusive of Saturdays, Sundays, and Holidays, from receiving a final answer from the Fire Chief, the grievance shall be presented in writing to the Board of Selectmen, which shall arrange for such meetings and make such investigations as are necessary to give their answer in writing within fifteen (15) days exclusive of Saturdays, Sundays, and Holidays, of the said grievance, hereby requests your action thereunder.

Date: \_\_\_\_\_

Nature of Dispute and Article Grieved:

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Union Rep/Employee)

Management Reply:

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Board of Selectmen)

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Union Rep/Employee)

Action of Management is Satisfactory Yes \_\_\_ No \_\_\_  
Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Union Rep/Employee)

Level 2 to be filled out in three (3) copies.  
Please sign all copies and return one (1) copy.

GRIEVANCE PROCEDURE LEVEL 3

Commonwealth of Massachusetts  
Division of Labor Relations  
19 Staniford Street, 1<sup>st</sup> Floor  
Boston, Mass. 02114

The undersigned, a party covered by an agreement contained in a written contract, dated \_\_\_\_\_ which agreement provides as follows: Within fifteen (15) days, exclusive of Saturdays, Sundays, and Holidays, of the transmittal of the written answer by the Board of Selectmen, either party may present the grievance to the Massachusetts Board of Conciliation and Arbitration. Local 2894 requests your action thereunder.

Date: \_\_\_\_\_

Nature of Dispute and Article Grieved:

Remedy Sought:

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Union Rep/Employee)

Management Reply:

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Chairman)

Signed by: \_\_\_\_\_  
(Signature of Union Rep/Employee)

Action of Management is Satisfactory Yes \_\_\_\_\_ No \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Union Rep/Employee)

Level 3 to be filled out in three (3) copies.  
Please sign all copies and return one (1) copy.

## **ARTICLE V SICK LEAVE**

Sick Leave with pay shall be granted to the members of the bargaining unit covered by this Agreement on the basis of fifteen (15) days per year cumulative to two-hundred fifty-five (255) days. Credit shall be given upon the execution of this Agreement to those employees who have unused Sick Leave, but in no event shall they be entitled to an accumulation greater than two-hundred fifty-five (255) days.

If the employee is absent for six (6) or more days in a month, the employee will be required to submit a Doctor's certificate, at the employee's own expense, stating the nature of the illness and whether or not the employee is able to return to work.

An employee may use up to a maximum of three (3) shifts per year of their accumulated sick time in the event of an illness or injury to the employee's spouse, child (natural, step or foster), parent or any person residing as a permanent member of the employee's household, and no other arrangements can be made.

Sick Leave Incentive: For zero (0) sick days taken in any fiscal year, a member of the unit will receive four (4) days pay. For one (1) sick day taken, a member of the unit will receive three (3) days pay. For two (2) sick days taken, a member of the unit will receive two (2) days pay. For three (3) days taken, a member of the unit will receive one (1) days pay. If there are four (4) or more sick days taken, there will be no incentive paid.

This incentive will be paid the last pay period of the fiscal year. In addition, employees covered by this Agreement shall be compensated at the rate of \$25.00 per day for each day of the fifteen (15) sick leave days per year to which said employee is entitled and does not take. In the event an employee covered by this Agreement has reached one hundred eighty (180) days of unused accumulation of sick leave in each year of this Agreement, such employee shall be compensated at the rate of \$50.00 per day for each sick leave day not taken, not to exceed fifteen (15) per year. The compensation herein provided shall be paid at the end of the fiscal year.

Sick Leave Buy Back: Upon retirement, resignation, or death, a firefighter, his spouse, heirs or his estate shall receive a lump sum payment equivalent to twenty-five percent (25%) of his accumulated sick leave at his regular rate of pay. Any employee discharged for just cause shall not be entitled to the sick leave buy back.

### **Sick Leave Bank**

#### **General Provisions and Requirements for Eligibility**

The Sick Leave Bank will be used only when a bargaining unit member is prevented from working because of sickness or injury of the bargaining unit member and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.

To be eligible for Sick Leave Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the bargaining unit members since his/her employment or at least twenty (20) percent of the maximum accumulated sick leave available to the bargaining unit member since his/her last prolonged illness.

A doctor's certificate shall be required for benefits under the Sick Leave Bank.



The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days, vacation days and personal days are exhausted. Example: A Fire Fighter who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days and two (2) vacation days at the beginning of the prolonged illness will be paid using Sick Bank days from the fifteenth (15th) to the thirtieth (30th) sick days.

### **Membership**

A bargaining unit member eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract period must be submitted by December 31 of each year. When making said application to the Bank, a bargaining unit member must contribute one (1) sick day. Members will not be penalized for a donation to the sick leave bank. The donation of one (1) sick day per year will not affect the benefits set forth in the preceding language in this Article.

### **Administration**

The Sick Leave Bank will be administered by a committee of four (4);

Two (2) union representatives  
Fire Chief or designee  
Town Administrator or designee

In the event of a tie vote, the tie shall be broken by an individual mutually agreed upon by the parties.

All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirement as specified above. Only those bargaining unit members who each year voluntarily contribute to this Bank shall be eligible for its benefits.

The Committee is limited to granting a maximum of thirty (30) days sick leave at any time. However, a member may request additional time as needed with appropriate medical documentation.

The committee will meet within a reasonable time after the request of a member. The vote of the Sick Leave Bank Committee will be final.

Any member who participates in the sick bank and leaves the employ of the Town before retirement will donate any accumulated sick time to the bank.

### **General Criteria**

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

- a. medical evidence of serious illness;
- b. prior utilization of eligible sick leave; and
- c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

**ARTICLE VI  
PERSONAL DAYS**

Three (3) Personal Days per year shall be available to the members of this bargaining unit.

**ARTICLE VII  
HOLIDAYS**

The following dates shall be designated as contractual holidays:

New Year's Day	July 4 <sup>th</sup>
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Members who are scheduled to work and actually work on Memorial Day Eve, Fourth of July Eve, Labor Day Eve, Thanksgiving Eve, Christmas Eve and/or New Years Eve, shall receive an additional five (5) hours pay if they work the day shift or seven (7) hours pay if they work the night shift as Holiday pay or an additional five (5) hours to take off if they work the day shift or seven (7) hours to take off if they work the night shift.

Holiday pay shall be the equivalent of an employee's regular daily pay at so called straight time.

Employees shall receive holiday pay for each of the designated holidays regardless of whether or not he works during such holidays and regardless of whether he is on vacation, is injured or on sick leave on the occurrence of the holiday.

Paid holidays, at the option of the employee, shall mean a day's pay or compensatory time off.

For the duration of this contract, when the term "days or week" are used, the same shall be defined as follows:

"Day Off" means one (1) day, whether it be a ten (10) hour shift or a fourteen (14) hour shift.

"Weeks Vacation" a weeks vacation shall consist of four (4) days off.

If a member of this unit wishes to cash in a day off for money, then, for this purpose, a day will be considered twelve (12) hours. This same method will also be used to cash in unused time at the end of the fiscal year.

**ARTICLE VIII  
VACATIONS**

Employees of the Fire Department covered by the terms of this Agreement shall be entitled to an annual paid vacation in accordance with the following schedule:

LONGEVITY -	BENEFIT
During the first year	4 shifts (prorated)
After 1 year	1 week
After 2 to 5 years	2 weeks and 1 day
After 5 to 10 years	3 weeks and 1 day
After 10 years	4 weeks
After 11 years	4 weeks and 1 day
After 12 years	4 weeks and 2 days
After 13 years	4 weeks and 3 days
After 14 years	5 weeks
After 17 years	6 weeks
After 20 years	7 weeks

Subject to the operating needs of the Fire Department as determined by the Chief, vacations shall be granted on a seniority basis in accordance with Article IX of this Agreement. At the discretion of the Chief, requests for vacation assignments will be made in writing not less than thirty (30) days prior to vacation leave.

Subject to the operating needs of the Fire Department, vacations may be split at any time during the calendar year. Regular days off will not be considered vacation days arising during the employee's vacation schedule.

Employees may either: a) carry over up to three (3) unused vacation days into the next fiscal year and said days must be used in the next fiscal year; that is, vacation days carried over cannot be accumulated, or b) have up to three unused vacation days bought out at the end of the fiscal year.

If an employee is on Line of Duty Injury and is unable to use all of his earned but unused vacation, he will be allowed to be paid for this earned and unused vacation time.

**ARTICLE IX  
SENIORITY**

Seniority shall commence from the date of appointment, in the case of firefighters, by the Chief, under M.G.L. Chapter 48, S42 and shall not be broken by vacation time, sick leave, injury leave, temporary layoff, voluntary leaves of absence or military service.

If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority governed by the terms of this Agreement.

Seniority will govern, subject to the operating needs of the Fire Department, as determined by the Chief, in the assignment of vacations and holiday leave.

## **ARTICLE X OVERTIME**

Overtime shall be defined as time worked by all employees covered by the terms of this Agreement in excess of their normal shift hours or normal weekly hour schedule, inclusive of bargaining unit work performed on an employee's regular day off. Bargaining unit work is defined as duties performed for the Department.

The overtime rate of pay shall be one and one-half (1½) of the employee's regular hourly rate of pay. In any event, the Town's present policy of offering overtime to the permanent members of the Fire Department before call men shall continue.

Overtime assignments shall be offered to the employee who is lowest on the overtime list. Overtime shift assignments when required shall be offered Officer for Officer and Private-for-Private to the employee who is lowest on the overtime list in accordance with the Raynham Fire Department S.O.G. Only hours accepted shall be considered time worked for all other overtime. It is agreed, however, that in the event there are no volunteers for an overtime assignment, the Chief may assign the employee(s) with the least seniority to the assignment. The regular overtime list will be used for non-emergency overtime opportunities.

Callback assignments shall be made first through group tones and second, if it is determined by the Chief to be necessary, by a full tone. The parties shall determine the order in which groups will be toned on a particular day. After each of the groups available are toned and it is determined that an insufficient number of fire fighters have responded, the Chief may tone call fire fighters.

Each employee in a group must acknowledge the tone by his/her radio, Nextel or telephone to a group tone within five (5) minutes of the tone and an employee must be able to report to the Station following the tone within fifteen (15) minutes of the tone in or to be eligible for the overtime opportunity.

If an extension of any fire/incident requires manpower to remain at the scene after the emergency is over and the majority of the apparatus is in service, overtime shall then be offered to the employees at the scene or in the station in their order on the overtime list and shall terminate at the next scheduled shift change. At that time, if the manpower is still needed, then it will be offered to the employee(s) who are lowest on the overtime list in the order to be called. If possible, shifts will be in four (4) hour increments with the last shift possibly varying in length.

If an employee is needed for a non-fire/incident task, the employee shall be paid at the overtime rate on an hour-for-hour basis with any increment of an hour constituting one (1) full hour of overtime.

All overtime resulting from a tone for fire/ambulance runs shall be paid at the overtime rate with a two (2) hour minimum between the hours of 7 AM and 11 PM, and with a three (3) hour minimum between the hours of 11 PM and 7 AM, except tones after 6 AM for those who will be coming on duty at 7 AM or after 4 PM for those who will be coming on duty at 5 PM.

All overtime shall be at the discretion of the Chief or the Senior Officer in Charge.

Employee(s) called in by the Chief or the Senior Officer in Charge in anticipation of a potential natural disaster (for example, hurricane, snow storm, tornado, earthquake or other incident as determined by the Chief or the Senior Officer in Charge) shall be guaranteed a minimum of four (4) hours at the overtime rate. The four (4) hour minimum may be waived in favor of an hour for hour overtime by mutual consent of the individual bargaining unit member(s) and the Chief or Senior Officer in Charge.

Overtime calls for full alarm emergencies (tones) will not be by the overtime list. However, to be eligible for such an overtime opportunity, fire fighters must report to the station within thirty (30) minutes of the tone. The right of first refusal for permanent fire fighters will not be applicable in the event that a permanent fire fighter does not respond to a tone within thirty (30) minutes. Right of first refusal will apply if permanent fire fighter responds to tone within 30 minutes, or if a permanent fire fighter, who is working a detail or is at a class (approved by Chief), responds to a tone prior to the numbers being reduced. The right of first refusal shall not apply if a permanent fire fighter responds after thirty minutes to a tone except as provided above.

## **ARTICLE XI WORKWEEK**

Section 1: The basic workweek for employees covered by this Agreement is forty two (42) hours. In the event that overtime is to be paid pursuant to this Article, than said employee who is required to work beyond forty two (42) hours shall have this overtime computed on the basis of forty (40) hours.

Section 2: The weekly tour of duty shall be 24 hours on duty, 24 hours off duty, 24 hours on duty, 120 hours off duty and then repeating the cycle. The average workweek shall be forty two (42) hours, and it will require eight (8) weeks to complete the cycle, to average forty two (42) hours per week.

Section 3: A work day shall be defined as either a ten (10) hour shift or a fourteen (14) hour shift. One twenty-four (24) hour shift shall equal two (2) work days.

## **ARTICLE XII MEDICAL INSURANCE**

The Town agrees to maintain at the same level or at a higher level, at its option, all Town vehicles' liability, group accident, and group insurance plans affording coverage to employees covered by the terms of the Agreement in effect on the date of this Agreement.

Effective July 1, 2013, employees hired on or after that date and who choose any of the HMOs offered by the Town shall contribute twenty (20%) percent toward the premium and the Town shall contribute eighty (80%) percent.

Effective May 1, 2023, employees hired on or after that date and who choose any of the HMOs offered by the Town shall contribute twenty-five (25%) percent toward the premium and the Town shall contribute seventy-five (75%) percent. Employees who choose the PPO offered by the Town, shall contribute thirty (30%) percent toward the premium and the Town shall contribute seventy (70%) percent.

Bargaining unit members who are eligible for group health insurance and are participating in one of the Town's family plans as of July 1, 2013, and subsequently drop the Town's group health insurance plan for a full "health year," shall receive a stipend of three thousand five hundred (\$3,500.00) dollars payable in two payments: one-half on or about December 31 and one-half on or about June 30<sup>th</sup> each year. Likewise, members who have individual plans shall receive a stipend of one thousand seven hundred fifty dollars \$1,750 each year.

Employees who are receiving the opt-out stipend and resign or retire prior to the payment date of the stipend will have the stipend prorated according to the months worked in that fiscal year.

### **ARTICLE XIII ZIPPER CLAUSE**

The parties acknowledge that during negotiations which resulted in this 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, the Town and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **ARTICLE XIV EXISTING LEAVE POLICY**

The existing departmental policies governing death leave and leaves of absences with and without pay shall be maintained as follows:

Section 1: All unit employees shall be granted leave without loss of pay in the event of a death of a member of his immediate family. Such leave shall be the four (4) scheduled work days immediately following the death for the immediate family. Two (2) days leave without loss of pay shall be granted for the sole purpose of attending the funeral services of an aunt, uncle, niece or nephew provided the funeral service falls on a scheduled work day.

Section 2: The immediate family shall mean and include the following:

- Spouse, domestic partner, child, parent, brother and sister, step-family, grandparent or grandchild of employee; or
- Child, parent, step-family, grandparent or grandchild of employee's spouse or domestic partner; or
- Any relative living in the household of the employee

An additional day may be used, charged to sick leave. When employees are on bereavement leave they will not be eligible for overtime shifts.

**ARTICLE XV  
PRIVATES' APPARATUS MAINTENANCE FEE AND  
STATION CARE ALLOWANCE**

Every Fire Fighter holding the rank of Private shall be responsible for the routine maintenance of apparatus and station care.

**ARTICLE XVI  
EXTRA PAID DETAILS**

Non-municipal details (outside individual, group, corporation, or organization) shall be paid at the hourly rate of one and one-half percent (1.5%) of the Captain/Fire Inspector's base rate of pay with a four (4) hour minimum. The members of this unit shall receive one and one-half (1 ½) times the extra paid detail rate after they work eight (8) consecutive hours in non-municipal details.

Extra paid details shall be offered in accordance with the procedure set forth in Article X, Overtime. A refusal of an extra paid detail shall be considered time worked for the purpose of the extra paid detail list. The Town's policy of offering extra paid details to permanent members and retired permanent members of the Fire Department before call men shall continue. Dog Track detail rate is paid at \$50 per hour.

**ARTICLE XVII  
TIME OFF FOR UNION BUSINESS**

A total of eight (8) shifts may be used for Officers of the Union or their designees to attend meetings, conferences, or conventions. It is understood that the eight (8) shifts are to be used in the following manner: One (1) Officer on each of the eight (8) shifts. In no event shall four (4) firefighters who are Officers be permitted to use one (1) shift for the purpose of this Article.

**ARTICLE XVIII  
DUES DEDUCTION**

The Town of Raynham shall deduct the Union Dues for the current month on a weekly basis and shall remit such dues to the Treasurer of the Union following the month of deduction. Members of the Union shall individually and voluntarily certify in writing that they authorize such deductions and file such authorization with the Town Treasurer. Such authorization shall continue in effect for a period of one (1) year and thereafter unless revoked in writing by the employee.

**ARTICLE XIX  
INFECTIOUS DISEASES**

The Town, in accordance with proper medical practice, as determined by the Town's physician, shall make available Hepatitis B vaccinations for all Fire Fighters not already so vaccinated at no cost to the employee.

The Town will provide tests for all current employees and any new employees for the HIV and Hepatitis B virus or viruses when suspected exposure to said virus or viruses occurs. The Town will provide counseling services prior to commencement of said tests. All employees shall file a copy of the Exposure Report with the

ICO, who shall share them with the Chief when appropriate, within twenty four (24) hours after any suspected contact. Said Exposure Report shall become part of the employee's file. The Town shall also provide required

tests thereafter for both viruses. Should an employee, upon retest, be diagnosed as being infected with either/both viruses, said infection shall be presumed to have been suffered in the line of duty. Failure of the employee to participate in any phase of this testing program shall preclude any presumption of infection having been suffered for which the Town may be liable.

Should an employee more than twenty-four (24) hours after potential exposure to an infectious disease dangerous to the public health as defined by 105 CMR 172.001 be diagnosed with such, a review of said employee's on-the-job patient care and employee-to-employee contacts will be conducted. If either a fellow employee or patient with whom said employee had sufficient contact to allow transmittal of such a disease is discovered to have been, at the time of said contact, a carrier of the disease which the employee has been so diagnosed, the twenty-four (24) hour requirement noted in paragraph 2 above in this article shall be waived by mutual consent.

Employees are, nonetheless, under a duty to report suspected exposures within twenty-four (24) hours of any suspected exposure. Failure to do so will result in a determination that the exposure did not occur in the line-of-duty and the Town will not be liable.

In the event that an employee must attend a medical appointment due to an on-the-job exposure, he/she will be paid at the overtime rate for attending such appointments while off duty provided the employee submits documentation of the length of the appointment noted.

## **ARTICLE XX EMERGENCY MEDICAL TECHNICIAN PARAMEDIC (EMT-P)**

There shall be at all times a minimum number of eight (8) Fire Fighters who shall be certified Emergency Medical Technicians (EMT). In the event that the number of certified EMT's shall fall below the minimum number of eight (8), the Chief shall direct a sufficient number of Fire Fighters to become certified as EMT's in order to maintain the agreed number of eight (8).

Educational Incentive: Employees who obtain and maintain the following certification as EMT's shall receive the following incentive payments. These payments shall not be included in the base salary and any computations based thereon.

Effective July 1, 2022, these payments shall be	
EMT-A with D	17.75%
EMT-I/EMT Advanced	19.75%
EMT-P	22.75%

Effective July 1, 2023, these payments shall be:	
EMT-A with D	20.75%
EMT-I/EMT Advanced	22.75%
EMT-P	25.75%

Effective July 1, 2024, these payments shall be:	
EMT-A with D	20.75%
EMT-I/EMT Advanced	22.75%
EMT-P	25.75%



These percentages shall be applied to the individual's base rate.

Bargaining unit members holding an EMT-I certification as of December 31, 2015 shall continue to receive the EMT-I stipend at the current percentage when bargaining unit member's current EMT-I certification expires due to the discontinuation of the EMT-I level in favor of the EMT-Advanced level by the Commonwealth.

The EMT payments will be made weekly and will be pensionable but will not be used to determine a bargaining unit members overtime rate.

Bargaining unit members will be paid for attending M&M rounds, skill labs and any other medical director mandates.

The Town agrees to pay for the tuition costs and supplies/books costs for recertification classes at any level where attendance of such classes has been approved by the Fire Chief. No overtime will be paid for EMT recertification at any level. It is also understood by the Town and the Union that those EMT's taking the EMT-I and/or EMT-P classes for State/National Certification shall only be compensated for the tuition/supplies/books costs where attendance of such classes has been approved by the Fire Chief and that no overtime shall be paid to members taking these classes while off duty.

#### **ARTICLE XXI LAYOFF CLAUSE**

In the event that personnel are to be laid off from the Fire Department, the employee with the least seniority will be laid off first. Employees shall be recalled in the order of their seniority in accordance with Article IX. No new employee shall be hired until all laid off employees have been given ample opportunity to return to work.

#### **ARTICLE XXII LINE OF DUTY INJURY**

Section 1: Members of the Fire Department covered by this Agreement who are injured in the line of duty shall receive benefits in accordance with M.G.L. Chapter 41, Section 111F. Pay for an employee covered by this Agreement who draws pay pursuant to Chapter 41, Section 111F of the General Laws shall include the following: Education Incentives, Specialization Pay, Holiday Pay and Longevity Payments.

Section 2: Any member of the Fire Department sent to the hospital due to smoke inhalation/toxic fume inhalation incurred in the line of duty, will be administered a blood gas test at the Town's expense.

#### **ARTICLE XXIII INDEMNIFICATION**

Section 1: All members of the Fire Department covered by this Agreement shall be entitled to Indemnification as prescribed in M.G.L. Chapter 41, Section 100.

Section 2: All members of the Fire Department covered by this Agreement who hold National and/or State Certificates as EMT's, EMT-Intermediates or EMT Paramedics and those who have completed advanced EMT Training shall be indemnified for any liability incurred in the performance of their assigned duties as EMT's in accordance with M.G.L. Chapter 258, Section 2.

## **ARTICLE XXIV JURY AND WITNESS DUTY**

Section 1: Employees covered by this Agreement called to Jury Duty while scheduled for duty as a Fire Fighter/EMT for the Town of Raynham Fire Department shall receive an amount equal to the difference between his normal compensation and the amount (excluding any travel allowance) received for such duty, upon presentation of evidence of the amount so paid.

Section 2: If any employee covered by this Agreement is called as a witness in his official capacity as a Fire Fighter/EMT for the Town and such duty falls on a working day, he shall receive the difference between his normal compensation and any fee received for such witness duty. If he is called as a witness relating to his official fire duties on a scheduled day off, he shall receive for all hours required as a witness, for a minimum of five (5) hours, an amount equal to one and one half (1½) times his hourly rate. Any fee received for such witness duty shall be deducted from the payment received from the Town. Proper evidence shall be submitted before payment can be made.

## **ARTICLE XXV CLASSIFICATION AND SPECIALTY POSITIONS**

Section 1: If during the term of this Agreement any new position is created within the bargaining unit or any position covered by this Agreement has a change in its responsibilities, the wages, hours, and working conditions for such positions shall be subject to negotiations between the parties to this Agreement.

Section 2: When a position subject to the Agreement is established by the Town, or a position covered by this Agreement becomes vacant, such vacancy when necessary to be filled, shall be posted on the Fire Department Bulletin Board allowing a minimum of fourteen (14) days for qualified candidate to apply. Employees in the bargaining unit who are interested shall apply in writing within the posted period.

In filling any new or vacant positions, the Chief shall award the position to an applicant after considering the following factors:

- Qualifications and ability
- Experience in related work
- Work history

All applicants shall be reviewed for qualifications, ability, work history, and experience. The Chief shall be the sole judge of qualifications and ability; but such judgment shall not be exercised arbitrarily, capriciously, or unreasonably.

The Chief shall conduct an annual review of all specialty positions.

Specialty positions are listed in Appendix A attached hereto.

## **ARTICLE XXVI RECRUIT TRAINING**

It is mandatory that all new permanent Fire Fighters attend and pass the Massachusetts Fire Academy Recruit Training Course and be certified as a Firefighter 1/2 as soon as possible after appointment. If a Town vehicle is unavailable for transportation, and a recruit is required to use his/her personal vehicle, they shall be compensated at the standard federal mileage reimbursement being used by the IRS for tax purposes in addition to their regular compensation.

Following successful completion of the Massachusetts Fire Academy Recruit Training Course, new permanent Fire Fighters will have a week of vacation in addition that provided in Article VIII, Vacations.

## **ARTICLE XXVII SWAPS**

All employees may exchange hours, tours, or days. Swaps shall be between officer-for-officer or private-for-private.

## **ARTICLE XXIII EDUCATION INCENTIVE**

The Town of Raynham will establish a program to give the Fire Fighters the incentive to further his/her education in the Fire Science/Fire Protection Engineering and Healthcare Fields, and to award him/her accordingly.

All members of the bargaining unit will be paid in the following manner:

For an Associate's Degree	4% of individual's base
For a Bachelor's Degree	8% of individual's base
For a Master's Degree	13% of individual's base

Those who hold thirty (30) credits or more will receive an annual stipend of five (\$500) hundred dollars.

Credits/Degrees are applicable to Fire Science/Fire Protection Engineering and Healthcare Fields and credits and degrees in fire administration and healthcare only and are payable after receipt of School/College Transcripts. Incentive is to be paid annually on the first pay period of August. EMT recertification hours are not included in this incentive program.

There will be tuition reimbursement for courses with the Chief's prior approval up to \$750.00 per course. Effective July 1, 2007, the annual maximum for course reimbursement will be twenty thousand (\$20,000.00) dollars.

Bargaining unit members who have received advanced pro board certifications, and present proof of said certifications, and maintain said certifications will receive a stipend of \$250 for each advanced pro board certification up to a maximum of three (3).

**ARTICLE XXIX  
STABILITY OF AGREEMENT**

Section 1: The parties to this Agreement may from time to time make amendments, modifications, changes or revisions that are mutually agreeable, reduced to writing in acceptable language and appended to the body of this Agreement.

Section 2: The failure of the Town or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver of relinquishment of the right of the Town or of the Union, or of any such employees to the future performance of such term or provision and the obligations of the Union and the Town or such employee for such performance shall continue in full force and effect.

Section 3: Specifically acknowledged and recognized by the Town and the Union are the provisions of M.G.L. Chapter 150E, and the duty of both parties to this Agreement to adhere to and comply with Chapter 150E in all of its sections and amendments as they may from time to time be enacted.

**ARTICLE XXX  
HEALTH SCREENINGS**

Every five (5) years, commencing in 2020, the Town will pay for bargaining unit members to have routine cancer screenings for the following types of cancer: prostate, lung and bladder, and infectious disease screenings. These screenings will be voluntary and those bargaining unit members who choose not to have the screenings will sign a waiver to indemnify the Town. In addition, upon the retirement of a bargaining unit member, the Town pay for a full exit physical.

**ARTICLE XXXI  
EMPLOYEE RIGHTS**

Section 1: The Town agrees that neither the Town, nor any of its representatives, department officials, agents, servants, or employees of the Town shall violate the rights of the employees or of the Union as provided for and guaranteed by M.G.L. Chapter 150E, generally, and Section 10A, specifically.

Section 2: Any employee shall have access at reasonable times to his own personnel file and shall have the right to question and refute derogatory and/ or damaging statements therein and to file rebuttal for inclusion in said personnel file.

Section 3: Except when on duty or when acting in any official capacity, no covered employee shall be prohibited from engaging in, or refraining from, political activity as he sees fit.

Section 4: Whenever any covered employee is subjected to interrogation by the Department for any reason at the request of or on behalf of the Fire Department, which could lead to disciplinary action, demotion, suspension, censure, dismissal or criminal charges, such interrogation shall not take place before the employee is advised of the nature of the charge or possible charge against him, his right to remain silent, and his right to have counsel present before the commencement of said interrogation.

Section 5: Inherent in this Agreement shall be the policy that neither the Town nor the Union shall discriminate against any person because of race, creed, color, national origin, sex or marital status, or participation in, or association with the Union, its activities, and affairs. The Union will, subject to applicable law, act for and

represent equally all persons covered by this Agreement whether or not they are Union members.

Section 6: No employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any manner except for just cause.

## **ARTICLE XXXII MILEAGE REIMBURSEMENT**

For attendance at a function or school approved in advance by the Chief or Senior Officer in Charge, a Town vehicle shall be used. In the event that a Town vehicle is not available, only the number of personal vehicles approved by the Chief or Senior Officer in Charge may be used and reimbursement shall be in accordance with the standard federal mileage reimbursement being used by the IRS for tax purposes. In no instance shall mileage reimbursement be paid for any level of EMT recertification.

## **ARTICLE XXXIII LONGEVITY**

Fire fighters who have provided consecutive full-time service for the Town, which shall be calculated in a manner consistent with the Bristol County Retirement System provided that all of the years of service have been for the Town of Raynham, (full-time seasonal service for the Town shall be prorated for these purposes) shall receive longevity payments as follows:

Effective July 1, 2006, amend by replacing current payment schedule with the following:

- Upon completion of five years of service – 1.0% of individual's base pay
- Upon completion of 10 years of service ---- 1.1% of individual's base pay
- Upon completion of 11 years of service ---- 1.2% of individual's base pay
- Upon completion of 12 years of service ---- 1.3% of individual's base pay
- Upon completion of 13 years of service ---- 1.4% of individual's base pay
- Upon completion of 14 years of service ---- 1.5% of individual's base pay
- Upon completion of 15 years of service ---- 1.6% of individual's base pay
- Upon completion of 16 years of service ---- 1.7% of individual's base pay
- Upon completion of 17 years of service ---- 1.8% of individual's base pay
- Upon completion of 18 years of service ---- 1.9% of individual's base pay
- Upon completion of 19 years of service ---- 2.0% of individual's base pay
- Upon completion of 20 years of service ---- 2.1% of individual's base pay
- Upon completion of 21 years of service ---- 2.2% of individual's base pay
- Upon completion of 22 years of service ---- 2.3% of individual's base pay
- Upon completion of 23 years of service ---- 2.4% of individual's base pay

- Upon completion of 24 years of service ---- 2.5% of individual's base pay
- Upon completion of 25 years of service ---- 2.6% of individual's base pay
- Upon completion of 26 years of service ---- 2.7% of individual's base pay
- Upon completion of 27 years of service ---- 2.8% of individual's base pay
- Upon completion of 28 years of service ---- 2.9% of individual's base pay
- Upon completion of 29 years of service ---- 3.0% of individual's base pay
- Upon completion of 30 years of service ---- 3.1% of individual's base pay

The longevity stipend shall be paid on the bargaining unit member's anniversary date.

#### **ARTICLE XXXIV RESIDENCY**

New employees shall be required to comply with the residency requirements established by the Civil Service Commission.

#### **ARTICLE XXXV ALCOHOL AND CONTROLLED SUBSTANCES TESTING POLICY**

Employees are prohibited from using alcohol, or being under the influence of alcohol while on duty. Employees additionally are prohibited from possessing alcohol while on duty.

Employees are prohibited from using controlled substances, except pursuant to a physician's prescription. The term "controlled substances" refers to marijuana ("THC"), cocaine, opiates, phencyclidine ("PCP"), and amphetamines (including methamphetamines). Employees are required to inform the Town (the term "Town" shall mean the Fire Chief and or the Town Administrator) of the use of any prescription drug that could affect the employee's ability to perform his/her job safely. Employees are further prohibited from reporting to work impaired by or under the influence of any over-the-counter drug that could affect the employee's safety or job performance.

##### **I Type of Tests and Procedures:**

###### **A. Alcohol Testing**

The Town will conduct "breath testing" for the presence of alcohol, using evidential breath testing devices ("EBTs") approved by the National Highway Traffic Safety Administration (the "NHTSA"). A result of less than 0.02 alcohol concentration will be considered negative. If the concentration of alcohol is greater than 0.02, then a second confirmatory test shall be conducted in accordance with laboratory standards. (The standard shall be adjusted in accordance with NHTSA determinations).

B. Controlled Substance Testing

The Town will conduct such tests by analyzing the employee's urine or blood specimen.

The analysis will take place at a drug testing laboratory that has been certified by an appropriate state or federal agency.

Specimens will be sub-divided into two (2) samples, a primary and split specimen (if the primary specimen is positive, the employee has 72 hours to request that the split specimen be analyzed by a different laboratory). If the screening test is positive for one or more of the controlled substances, then a confirmation test must be performed using gas chromatography/mass spectrometry (GC/MS) analysis. All such tests must be viewed by a physician (i.e., "Medical Review Officer") before they are reported to the Town. If the result is positive, the Medical Review Officer will contact the employee to determine whether there may be an alternative medical explanation for the positive result; if the employee provides documentation demonstrating that there is a lawful use for the prohibited drug, then the test result is reported as a negative to the Town.

**II When Tests Will Be Required**

A. Reasonable Suspicion Testing

Whenever the Town has reasonable suspicion to believe that the actions, appearance, speech or body odors of an employee while on duty are indicative of the use of alcohol or controlled substances, the employee will be required to submit to a drug or alcohol test, as the case may be, and will be suspended from duty pending the results of the test.

The conduct or appearance of the employee must be witnessed by a supervisor who has been trained in the detection of controlled substances use or alcohol misuse, as the case may be. The witness in such a case will be required to complete a Report of Conduct, which report shall be prepared and signed by the witness.

B. Post-Accident Testing

Employees must submit to testing as soon as practicable following an accident involving a Department vehicle.

C. Return to Duty Testing

Any employee taken out of service as a result of having determined to have engaged in prohibited alcohol use or use of controlled substances must submit to testing prior to returning to duty. Employees who have tested positive for alcohol use must have a blood alcohol concentration of less than 0.02 before returning to duty. Employees who have tested positive for controlled substances use must have verified negative result for controlled substances use before returning to duty.

D. Follow-Up Testing

An employee taken out of service as a result of testing positive for alcohol above the level of .04 or controlled substances, must agree to submit to unannounced "follow-up" tests following such

employee's return to duty. The extent of such follow-up testing will be determined based upon the circumstances in each individual case.

### **III Consequences of Alcohol Misuse or Controlled Substances Use**

#### **A. Positive Test Results for Alcohol Misuse**

All employees who are determined to have blood concentrations of alcohol greater than 0.02 are subject to disciplinary/administrative action as provided herein.

At a minimum, an employee who is determined to have a blood concentration of alcohol that is greater than 0.02 must be removed from duty and cannot be returned for 24 hours.

At a minimum, an employee who is determined to have a blood concentration of alcohol greater than 0.04 must be removed from duty and cannot return until (1) the employee undergoes evaluation and, when necessary, rehabilitation; (2) the employee passes a return-to-duty test with a result of less than 0.02; and, (3) the employee agrees that he/she will submit to follow-up random testing for a period of time as determined based upon the circumstances of the particular situation.

After a first positive test, an employee shall be required to participate in an appropriate counseling/substance abuse program and he/she may receive a disciplinary suspension. In addition, the employee shall be subject to unannounced testing for a period of twenty-four (24) months following the first positive test.

If an employee tests positive on a follow-up test, he/she shall be subject to an additional longer disciplinary suspension and further counseling as deemed appropriate. In addition, the twenty-four (24) month period provided for above shall commence to run from the date of the receipt of the results on the second positive test.

In the event of a third positive test, the employee shall be terminated.

#### **B. Positive Test Results for Controlled Substances Use**

Following a determination that an employee has misused controlled substances, the employee shall be subject to serious discipline up to and including discharge. At a minimum, the employee shall be removed from duty and may not return to duty until (1) the employee undergoes evaluation and, when necessary, rehabilitation; (2) a substance abuse professional determines that the employee has successfully complied with any required rehabilitation; (3) the employee successfully passes a return-to-duty test with a verified negative test result; and (4) the employee agrees that he/she will submit to follow-up unannounced testing in accordance with the provisions of this policy.

After a first positive test, an employee shall be required to participate in an appropriate counseling/substance abuse program and he/she may receive disciplinary suspension. In addition, the employee shall be subject to unannounced testing for a period of twenty-four (24) months following the first positive test.

If an employee tests positive on a follow-up test, he/she shall be subject to an additional longer disciplinary suspension and further counseling as deemed appropriate. In addition, the twenty-



four (24) month period provided for above shall commence to run from the date of the receipt of the results on the second positive test.

In the event of third positive test, the employee shall be terminated.

C. Refusal to Submit to Testing

Any employee who fails or refused to submit to an alcohol or controlled substances test on a timely basis as directed by the Town, will be deemed to have tested positive on a second test and the action taken will be in accordance with the second positive result as provided herein and will be immediately taken out of service. Failure or refusal to submit to such tests as directed includes the failure to proceed directly to the testing facility as directed, failure to provide adequate amount of breath or urine for alcohol or controlled substances testing, or failure to complete all of the necessary paperwork. Additionally, it is the Town's policy that such employee shall be subject to serious disciplinary action, up to and including discharge.

**IV Miscellaneous**

A. Expenses

All Town required alcohol and controlled substances testing will be performed at the Town's expense.

An employee who is required to submit to an alcohol or controlled substances test will be paid the appropriate hourly rate for the time required in traveling to and from, and spent at, the collection site.

B. Confidentiality of Records

Employee alcohol misuse and controlled substances use records are confidential. Test results and other confidential information may only be released to the Town and the substance abuse professional. Any other release of information is only with the employee's consent (except for use in any personnel action).

**ARTICLE XXXVI  
MEAL REIMBURSEMENT**

The Town shall reimburse employees for meals when they are at schools or training classes in accordance with Town policy.

**ARTICLE XXXVII  
PROTECTIVE EQUIPMENT**

The Union and the Town shall maintain a list of the protective equipment which is furnished and maintained by the Town; that is, at no cost to the employees. Protective equipment shall conform with the standards set by NFPA 1971.

**ARTICLE XXXVIII  
SAFETY/EQUIPMENT COMMITTEE**

A Safety / Equipment Committee comprised of (1) one Selectman, (1) one Fire Fighter, and (1) one Officer, of the Fire Department will meet each January. The purpose of this meeting will be to discuss issues of safety within the Fire Department. This committee will also discuss equipment acquisition related to the functions within the Fire Department. The meetings will not be binding; however, the intent is to address concerns and provide long range planning.

**ARTICLE XXXIX  
LIMITED DUTY**

A member of the bargaining unit who has been absent from duty on IOD or sick leave for an extended period of time shall at his/her request, and at the discretion of the Chief of the Fire Department, perform limited duty as long as the employee's treating physician has authorized the officer to perform limited duty and those duties to be performed. Limited duty shall consist of tasks assigned by the Chief or designee including, but not limited to: inspections, education, training, dispatching and/or administrative clerical tasks, and shall be within the physical capabilities of the employee giving due consideration to his/her state of recovery. Limited duty shall be performed during an administrative shift. An employee on limited duty will not be allowed to perform any fire fighter duties or extra paid details but will be eligible to earn overtime for any court time, training or department meetings. Once an employee's doctor has declared him/her eligible to return to full duty, limited duty will be terminated forthwith.

Involuntary Disability Retirement: In the event that an employee is on IOD status for longer than twelve (12) consecutive months, the Town shall have the option to request an involuntary disability retirement hearing with the Bristol County Retirement

**ARTICLE XL  
HEALTH AND WELLNESS PROGRAM**

A firefighter who completes 50 hours of physical conditioning during any one of the three time periods listed below and provides an attendance document from a legitimate health facility that certifies completion of such time is eligible for Wellness Time.

The three 17 week periods are as follows:

- July 1 – October 31
- November 1 – February 28 (in leap year February 29)
- March 1 – June 30

The agreement allows a firefighter his/her choice of a day shift (10 hours) or a night shift (14 hours) of wellness time for the successful completion of 50 hours of physical conditioning over a 17 week period. There are three 17 week periods in a year. Wellness time may be used at any time during the fiscal year in which it is earned and cannot be carried over to the next fiscal year. There is no accumulation of Wellness Time. There will be no time allowed for partial completion of this program.

**ARTICLE XLI  
EFFECTIVE DATE OF AGREEMENT  
AND DURATION**

This Agreement shall be effective as of July 1, 2022, and shall continue in full force and effect, until and including June 30, 2025 and from day-to-day thereafter until a new Agreement shall be negotiated and executed by the parties hereto.

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future State Laws or By-Laws of the Town, unless exempted by the provisions of M.G.L. (Ter. Ed.), Chapter 150E.

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any Court, agency, or board of competent jurisdiction, or in conflict with existing State Laws, such decision shall apply only to the specific Article, Section, or portion thereof, if requested by either party. The remaining parts or provisions shall remain in full force and effect.

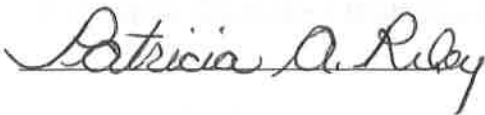
This Agreement shall not be construed to deprive employees of any benefits, protections or working conditions now or hereinafter granted or prescribed by any Federal Law, any law of the Commonwealth or any ordinance of the Town of Raynham. This section shall not be construed to force the Town of Raynham to accept permissive legislation. Any non-monetary privilege previously enjoyed by the employees shall not be changed unless mutually agreed upon by the parties.

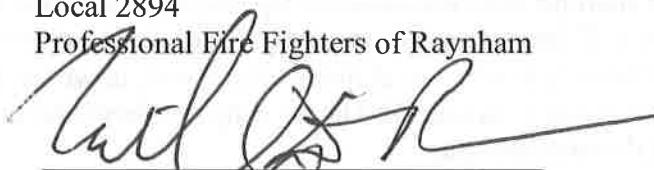
Either party may recommend any or all parts of the Agreement to be reopened for negotiations provided one party advises the other not later than one hundred twenty (120) days prior to the termination date of this Agreement, by submission and receipt in writing to the other party of such recommendations.

Witness our hands and seals this      day of December 2023.

Town of Raynham

International Association of Fire Fighters  
Local 2894  
Professional Fire Fighters of Raynham









**APPENDIX A  
SPECIALTY POSITIONS**

The following are specialty positions and the annual stipends for each:

1.	EMS Director/Infection Control Officer	\$3,300.00
	Assistant EMS Director	\$2,500.00

Effective July 1, 2020, the annual stipends shall be:

	EMS Director/Infection Control Officer	\$4,000.00
	Assistant EMS Director	\$3,000.00

This stipend shall be paid semi-annually within the fiscal year, on or before the second pay period of May and on or before the second pay period of November.

In the event that the EMS Director/Infection Control Officer is unable to perform his/her duties for an extended, albeit temporary, period, the Chief of the Fire Department may designate the EMS Coordinator to serve as the acting EMS Director/Infection Control Officer and the stipend for the EMS Director/Infection Control Officer will be pro-rated for the period of time the EMS Coordinator serves in this capacity and that portion of the stipend will be paid to the EMS Coordinator (that is, the EMS Director/Infection Control Officer shall *not* receive that portion of the stipend for the period of time that he/she is unable to perform his/her duties and the EMS Coordinator is acting).

2. ALS Coordinator \$2,500
3. Fire Alarm Systems Technicians shall be compensated as follows:

They shall perform the duties of the Technicians either during regular work hours or during non-working hours. When they performs these duties during their off-duty hours, they shall be guaranteed a minimum of two (2) hour's pay at the overtime rate; however, if it is required by the Chief that they perform these duties between 2300 hours and 0700 hours he shall be guaranteed a minimum of three (3) hours pay at the overtime rate.

If the Town requires that the Technicians, or if the Technicians requests to attend a class relevant to the duties of the Technicians, and the Chief approves, the Town will pay all costs, including travel, if necessary. If attendance to such class is during the Technicians' off-duty hours, the Technicians shall be compensated at the overtime rate.

Prior to performing any of these duties during his off-duty hours, the Technicians shall so inform the Chief and the station and shall contact the station prior to performing the fire alarm work, unless it is an emergency situation. They shall contact the station when they begin the work and when he has completed the work. The station shall log both the start and finish times when they have completed the work. The station shall log both the start and finish times in the daily log regardless of when the work is performed (day or night). The station shall confirm if the Technicians have completed said duties for the day and record the appropriate hours worked on the payroll sheet as reported by the Technicians. If the Technicians have not completed their duties for the day, they shall contact the station each time of the start and finish times as stated above and the station shall log the start and end times. In all circumstances, the Technicians and the station shall verify with each other that the hours for that day have been recorded correctly. This shall be done in all instances immediately after the work has been completed.

In the event that the Technicians perform the fire alarm inspection work during their regular shift, and the Chief, in his sole discretion, determines that it is necessary to cover the Technicians on that shift, said work shall be performed on an hour-or-hour basis.

