

AGREEMENT

**BETWEEN Town of Webster
and
Webster Fire Fighters Local 5462**

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, 2024 to June 30, 2027



This Agreement, effective as of July 1, 2024, entered into by and between Town of Webster, hereinafter referred to as the "Town", and the Webster Fire Fighters Local 5462, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Employer and such of its Employees who are within the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered, and a more equitable employment relationship established.



ARTICLE 1 UNION RECOGNITION

- A. The Town recognizes the Union as the exclusive bargaining agent for a bargaining unit of all full-time and regular part-time firefighters, excluding the Chief, Deputy Chief, and all managerial, confidential, and casual, employees of the Town, for the purpose of collective bargaining as stated in Chapter 150E of the General Laws of Massachusetts.
- B. The term "all full-time and regular part-time firefighters below the rank of Chief, Deputy Chief" as used herein, shall hereinafter be referred to as "employees" and as used herein, refers to each person in the bargaining unit.

ARTICLE 2 RIGHTS OF MANAGEMENT

The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself, without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government, including but not limited to the following examples:

- A. the operation and direction of the affairs of the Department in all of its various aspects;
- B. the determination of the level of services to be provided;
- C. the direction, control supervision, training and evaluation of the employees;
- D. the termination of employee classifications;
- E. the determination and interpretation of job descriptions;
- F. the planning, determination, direction and control of all operations and services of the department (and its units and programs);
- G. the institution of technological changes, including computerization and the revising of processes, systems or equipment;
- H. the increase, diminishment, change or discontinuation of operations, in whole or in part;
- I. the institution of technological changes, including computerization of the revising of processes, systems or equipment;
- J. the subcontracting of work;
- K. the alteration, addition or elimination of existing methods, equipment, facilities or programs;



- L. the determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not;
- M. the assignment and transfer of employees, the scheduling and enforcement of shifts, vacations, days off and working hours;
- N. the assignment of overtime;
- O. the determination of whether or not goods should be leased, contracted or purchased on either a temporary or permanent basis;
- P. the hiring, appointment, promotion, demotion, suspension, discipline or discharge of employees;
- Q. the layoff or relief of employees due to lack of funds or of work or for any other reason;
- R. the making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary, except to the extent expressly limited by a specific provision of the Agreement;
- S. During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency.

ARTICLE 3 **NON-DISCRIMINATION**

- A. The Town and Union agree not to discriminate in any way against employees covered by this Agreement because of membership or non-membership in the Union, or because of race, sex, religion, creed, color or national origin.

ARTICLE 4 **UNION DUES**

- A. The dues of Union employees covered by this Agreement will be deducted on a payroll schedule determined by the town from the wages of each employee covered by this Agreement who has signed an Authorization Form, attached as Exhibit A, for the deduction of such dues and presents it to the Treasurer of the Town.
- B. The Town Treasurer shall transmit all dues deducted in an up-to-date listing from the payroll section of all employees, to the Treasurer of Local 5462.
- C. Dues to be determined by Union, per employee, deducted weekly from all Union members by the Town.



- D. Dues collected by Town to be direct deposited to Union designated account weekly.

ARTICLE 5
BULLETIN BOARD

- A. The Town agrees to provide reasonable space as a designated Bulletin Board in an appropriate area at each Fire Station.

ARTICLE 6
DISCIPLINARY ACTION

- A. No personnel can be removed, dismissed, discharged, suspended, fined, transferred, reduced in rank, or disciplined without being in accordance with the department's discipline policy.
- B. Letters of reprimand shall not be used after twenty-four (24) months of the original date of the incident for additional discipline, unless disciplinary action occurs within that twenty-four (24) month time period.

ARTICLE 7
LAYOFFS

- A. Layoffs for lack of work or lack of money shall be made on the basis of reverse seniority first within rank, with higher ranks retaining the right to bump less senior employees in a lower rank.

ARTICLE 8
UNIFORMS

- A. The Town shall be responsible for providing, in the interest of safety and health, adequate and necessary PPE and equipment, as determined by the Fire Chief, for the use of employees in the performance of their prime function as Firefighters.
- B. Employees, at their own expense, will purchase uniforms and clothing as determined by the Fire Chief.



ARTICLE 9
HOURS OF DUTY FIREFIGHTERS

- A. The average work week is to be 42 hours. This is an average of hours to account for the scheduled work week rotation of 24 hours on shift, 48 hours off shift, 24 hours on shift and 96 hours off shift. (1,2,1,4)
- B. 24-hour shift schedule for firefighters shall be 6am – 6am.

ARTICLE 10
MANPOWER

- A. In order, in part, to protect the health and safety of the employees in the bargaining unit, the Scheduling Officer on behalf of the Fire Chief will make any, and all, efforts possible to maintain a minimum of 3 firefighters on duty at any time. This is to include full-time and per-diem staffing with full-time personnel having first rights of refusal to any open shift.

ARTICLE 11
OVERTIME

- A. Overtime shifts will be offered to the full-time staff first.
- B. Any hours worked in excess of regularly assigned hours shall be overtime.
- C. Overtime rate is 1.5 times the adjusted base pay rate.
- D. Awarding of overtime is based on a seniority list first established by years of service. When the person at the top of the list declines it goes down the list person by person until the shift is awarded. The employee who is awarded the shift then goes to the bottom of the list. All overtime distribution shall be fair and equitable.



ARTICLE 12 CALL BACKS

- A. In the event of Call Backs there will be a minimum compensation of 2 hours for responding personnel. Personnel will be required to stay until released by on duty officer.
- B. The pay rate for call backs is 1.5 times the employee's regular rate of pay.

ARTICLE 13 HOLIDAYS

- A. The following holidays shall be declared legal holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

- B. Holiday pay shall be paid consistent with that in force at the time of execution of this contract.

ARTICLE 14 PAID TIME OFF

- A. Each existing Employee, hired prior to July 1, 2024 shall receive annual paid time off as described below:
 - 6 shifts of Sick Time (144 hours)
 - 7 shifts of Personal Time (168 hours)
 - 4 shifts of Vacation Time (96 hours)
- B. Employees hired after July 1, 2024 shall receive time off according to the current town policy as described below:
 - 6 shifts of Sick Time (144 hours)
 - 4 shifts of Vacation Time (96 hours)
 - 2 shifts of Personal Time (48 hours)



- C. Personal and Vacation time is to be received in full at the end of probation. Sick time is to be accrued according to the schedule described in Article 16 Section A.
- D. Vacation time requested more than 90 days ahead is guaranteed to be allocated by the Employer.
- E. At the end of the fiscal year an employee may "roll over" 2 Vacation shifts (48 hours). This transfers them for use in the following fiscal year.
- F. At the end of the fiscal year an employee may be compensated for 2 Vacation shifts (48 hours) at the adjusted base pay rate.
- G. An employee shall not lose his/her vacation pay if incapacitated for duty because of an injury sustained in the performance of his/her duty without fault of his/her own. In such case, his/her vacation pay shall be transmitted to him/her with his/her last paycheck due in any calendar year, if he/she has no opportunity to take his/her vacation before the expiration of that calendar year. An employee shall be compensated in the same manner for any accrued earned leave he/she may be unable to use due to line of duty injury.
- H. In the event of death from any cause, any vacation pay accrued up to the time of his/her death shall be paid to his/her estate.
- I. Vacation distribution and the selection of vacation periods shall be conducted on a Department seniority basis.
- J. Employees on IOD leave will receive leave benefits while on IOD status.

ARTICLE 15 HEALTH AND INSURANCE PLAN

- A. Each Employee shall be paid consistent with the town's personnel policies.
- B. Members of the Fire Union are eligible to enroll in the Town's health insurance plans provided, pursuant to G.L. c. 32B.



- C. Any changes to the percentage contribution, health plan design, or compensatory amount for not taking the towns insurance plan must be agreed upon by both the Union and the Town.

ARTICLE 16 EMPLOYEE LEAVE

- A. Firefighters will earn sick time at the rate of 12 hours each month for a total of one hundred forty-four (144) hours sick leave each fiscal year beginning July 1 of that year. The maximum number of sick leave that may be accumulated is one thousand, two hundred (1,200) hours.
- B. Sick leave must be taken in 1-hour increments.
- C. A full-time firefighter out on sick leave for more than two (2) consecutive shifts, after the 2nd shift may be requested to provide a doctor's note, before returning to work, and will do so upon such request by the Fire Chief. No firefighters shall respond to calls while ill in any way, including while on any sick leave.
- D. Any employee upon retirement (whether voluntary or involuntary), layoff, or death shall receive payment for unused sick leave at his/her regular hourly rate of pay not to exceed 960 hours. The beneficiary of an employee who dies while employed by the Town shall be entitled to receive payment on the same basis as an employee who has retired. In order to be eligible for sick leave buyback an employee must have fifteen (15) years of service except in the case of a death or accidental disability retirement in which case an employee or beneficiary shall be entitled to buy back without regard to years of service.
- E. Once 960 hours of sick time is reached, anyone with 48 hours or more of unused annual sick time shall receive compensation for 48 hours at adjusted regular rate of pay with the remainder going into their bank of sick time.

BEREAVEMENT LEAVE

- A. Full-time firefighters shall be given up to two (2) shifts leave with normal pay for the purpose of making arrangements and attending the funeral of a member of his/her immediate family, which is defined as mother, father, spouse, mother-



in-law, father-in-law, sister, brother, child, grand parents or domestic partner or any live-in relative. Use of bereavement leave shall be taken in consecutive days unless otherwise approved by the Chief.

JURY DUTY

- A. A full-time firefighter called to jury duty shall be paid by the Town an amount equal to the difference between the compensation paid the full-time firefighter for a normal working period and the amount paid by the court excluding any allowance for travel and lodging upon presentation of an affidavit of jury pay granted.

ARTICLE 17 **PROBATIONARY PERIOD**

- A. Each new employee and each employee rehired after a break in service with the Department shall be considered a probationary employee until he/she has actually worked twelve (12) continuous months as a member of the bargaining unit. Probationary employees may be suspended, discharged or otherwise disciplined at the sole discretion of the Chief and such actions shall not be subject to challenge under the grievance and arbitration procedure. An authorized leave of absence shall not constitute a break in service but shall not count as time actually worked.

ARTICLE 18 **TRAINING REIMBURSEMENT BUDGET**

- A. The Town shall make available up to \$5,000.00 per year (to be reviewed by the fire chief, and adjusted upward if deemed necessary) for the purpose of continuing education, training, and certification testing fees. The continuing education shall be within Firefighting and/or EMS career fields. Classes and training must be approved by the Fire Chief.
- B. At the discretion of the Fire Chief, the Town may provide non-mandatory courses and training that will further the career development of the firefighters. Unless otherwise determined by the Fire Chief, firefighters choosing voluntarily to participate in these non-mandatory courses or training do so at their own expense and without compensation.



- C. The Employee, with the approval of the Fire Chief, shall be granted the ability to attend approved classes during scheduled on-shift hours without having to use Personal Time Off. The Employee is to return to their regularly scheduled shift promptly at the end of the class.

ARTICLE 19
JOB POSTING VACANCIES OR NEW POSITIONS

- A. Hiring and Promotion processes shall be at the discretion of the Chief. The process used for each individual hiring and promotion will be made available to all Fire Department and potential employees prior to the selection or promotion of employees by the Town.

ARTICLE 20
PAID DETAILS

- A. Paid Details will be administered in a manner consistent with the practice in place at the time of execution of this contract.

ARTICLE 21
UNION DUTIES

- A. Negotiating team members of the Union, if required to work during negotiating meetings with the employer and/or its representative, shall be granted leave without loss of pay or benefits, or suffer any other penalties. The Union president or his designated representative, if on duty, will be granted time off with pay to represent the Union at formal hearings that involve the membership.

ARTICLE 22
LINE OF DUTY INJURY

- A. Members of the Fire Union are entitled to benefits pursuant to G.L. c. 41, sec. 111F in the event that it is determined that they have sustained an injury in the performance of their duty through no fault of their own as provided by the statute. The parties agree that disputes, relative to Section 111F, are not subject to the grievance and arbitration procedures in this agreement and members have



independent statutory rights to bring claims against the Town in the event of such a dispute.

ARTICLE 23 **LOSS OF LIFE / DISMEMBERMENT**

- A. Death and dismemberment benefits or loss of life benefits that members may be eligible for shall be as provided by the insurance policy, then in effect, if any, that provides for such benefits between the Town and the Town's insurer.

ARTICLE 24 **GRIEVANCE PROCEDURE**

- A. Complaints, disputes, or controversies of any kind, which arise between one or more employees and the Town and/or his agent, concerning the application of, or interpretation of, or compliance with this Agreement, may be processed as a grievance under this Article.
- B. Grievances shall be processed as follows:

Step 1: The Union Representative, with or without the aggrieved employee, shall present the grievance to the Chief of Department and/or his representative, in writing, who shall attempt to adjust the grievance informally to the satisfaction of the parties. The Fire Chief has 15 days to respond to the grievance from the date of submittal.

Step 2: If the grievance is denied at Step 1, within ten (10) calendar days of the denial, the grievance may be submitted in writing to the Town Administrator at Step 2.

Step 3: Following receipt of the grievance, the Town Administrator has ten (10) calendar days to respond to the grievance. If the grievance is denied at the Step 2 level, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) calendar days after receipt of the Town Administrator's denial.

- C. The Union's failure to process a grievance at any step within the appropriate time limit shall result in waiver of the grievance.



- D. Failure of the Town or Fire Chief to respond in the timeframe established shall automatically move the grievance to the next step in the process.
- E. The arbitrator shall be selected by mutual agreement of the parties thereto. If the parties fail to agree within a reasonable period of time on a selection in the first instance, the American Association of Arbitration shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Association of Arbitration. Expenses and fees for the arbitrator's services shall be shared equally by the parties.
- F. If at the end of the ten (10) calendar days next following either the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented at Step 1 of the procedure set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure shall not have been taken within the time specified therefore in Section 2 above.
- G. Time requirements for each step may be extended or otherwise modified by mutual consent of the Town and Union

ARTICLE 25 STABILITY OF AGREEMENT

- A. The failure of the Town or the Union to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or condition and the obligations of the Union and the members to such future performance shall continue in full force and effect.

ARTICLE 26 SEVERABILITY

- A. Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 27
DURATION

- A. This agreement shall be effective as of July 1, 2024 and shall continue in full force and effect until and including June 30, 2027, and from day to day thereafter until a new agreement shall be negotiated and executed by the parties.

ARTICLE 28
COMPENSATION

A. Clothing Stipend

1. The Town will provide an annual uniform stipend to be paid to the Employee in the final week of October.
2. Stipend amount schedule:
 - 2025 - \$820.00
 - 2026 - \$870.00
 - 2027 - \$920.00

B. Salary

1. Probationary and regular pay rates are to be as indicated on the pay scale in the attached Exhibit B
2. Pay scale step is to be applied at the employees current Year of Service on July 1st each year.
3. Pay rate increase for Officers is as follows (% added to base pay):
 - Lieutenant rate – 10% above Private
 - Captain rate – 20% above Private
4. Officers rate is determined by applying the rate percentage increase to the employee's current pay scale step.
5. Officer rate increase to be applied as addition to base pay for purposes of overtime pay.
6. Pay scale for FY26 and FY27 to include a 2% COLA



7. Pay scale for FY26 and FY27 to include 1% increase for permanent change in position description for new employees to require EMT Certification.

C. Vacation Time Accrual

1. After 5 years of continuous employment each employee is granted an additional 2 Vacation shifts (48 hours).
2. After 10 years of continuous employment, each employee is granted an additional 2 Vacation shifts. (48 hours)

D. EMT Stipend

1. Annual stipend of \$2,500.00 will be paid to those personnel who hold a current Massachusetts EMT Certification.
2. Stipend to be paid in first pay period in December in a single payment

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Town of Webster – Board of Selectmen

Earl Gabor

Chairman
Earl Gabor

Tom Klebart

Vice Chairman
Tom Klebart

Mark Rogers

Selectman
Mark Rogers

Elaine Davies

Selectman
Elaine Davies

Scott Dziedzic

Selectman
Scott Dziedzic

Ratified by the Board of Selectmen on November 18, 2024

Webster Firefighters Local 5462

Kevin Adams

Union President
Kevin Adams

Travis Blair

Union Vice President
Travis Blair

Jared Morse

Union Executive Board Member
Jared Morse



