

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF WRENTHAM
AND
WRENTHAM PERMANENT FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2579**

The Town of Wrentham and the Wrentham Permanent Firefighters Association, I.A.F.F., Local 2579 hereby agree to extend the terms of the collective bargaining agreement between them dated July 1, 2023 through June 30, 2026, except as modified by this Memorandum of Agreement. The following modifications are effective as of July 1, 2023, except as specifically provided.

1. ARTICLE 1 – RECONGNITION

Amend Article 1A by deleting the current language and replace with the following:

- A. The Town hereby recognizes the Association as the exclusive collective bargaining representative with the respect to wages, hours and other terms and conditions of employment for all regular, permanent firefighters of the Town, excluding all ranks above Captain.

2. ARTICLE 6 – BEREAVEMENT LEAVE

Amend Article 6 by deleting the current language and replace with the following:

ARTICLE 6 – Bereavement Leave

Employees covered by this agreement will be granted bereavement leave with pay for Ten (10) consecutive calendar days for their regularly scheduled shifts, beginning the day of the death of an employee's parent, child, spouse, sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or significant other living in the employee's immediate household.

Employees covered by this agreement will be granted bereavement leave with pay on their regularly scheduled shift, on the day of the death and on Three (3) consecutive calendar days for their regularly scheduled shifts, beginning with the day of the wake or viewing of the employee's aunt, uncle, cousin, or other member of the employee's immediate household not otherwise included in this or the preceding paragraph.

Bereavement leave under the preceding two paragraphs will not be deducted from sick leave or from personal leave.

Additional bereavement leave may be granted at the discretion of the Department Head/Supervisor.

3. ARTICLE 8 – UNIFORM AND EQUIPMENT

Amend Article 8 by deleting the current language and replace with the following:

ARTICLE 8 - UNIFORM AND EQUIPMENT

The Town shall furnish each Permanent Firefighter covered in this Agreement with all necessary equipment for the proper performance of duty of said Permanent Firefighter. Said equipment per Recognized Wrentham Fire Department Policies and Procedures as amended from time to time shall be the property of the Town and be in the custody of the Firefighter.

There shall be allocated for each employee in the Bargaining Unit not more than Seven hundred dollars (\$ 700.00) for uniform allowance for a twelve (12) month period for replacement of issued initial uniform items. Said payments will be administered by the Fire Chief.

All new hires for the Wrentham Fire Department will be outfitted for clothing by the Town in Accordance with Recognized Wrentham Fire Department Policies and Procedures as amended from time to time; and will receive their \$700 allowance commencing on the first day of the following Fiscal year.

All members who have earned a promotion in rank will be outfitted for clothing by the Town in Accordance with Recognized Wrentham Fire Department Policies and Procedures as amended from time to time.

Receipts for reimbursement under this section shall be provided to the Fire Chief or his designee within 10 business days of purchase.

All ordinary expenses under this section must be incurred no later than May 31st in the Fiscal Year. Unanticipated expenses approved by the Fire Chief may be incurred between May 31st through June 30th, provided that receipts for such expenses shall be submitted on or before June 30th.

The Town agrees to pay for the reasonable cost of repair or replacement of contact lenses or prescription eyeglasses when such items are damaged or destroyed in the performance of the employee's duties, provided such damaged items are reported in writing to the Fire Chief or his designee immediately after such damage or destruction occurs. The written report must name any/all witnesses.

4. ARTICLE 9A PHYSICAL FITNESS, COMMUNICABLE DISEASE TESTING AND CANCER SCREENTING

Amend Article 9A section B – Physical Fitness by deleting the current language and replace with the following:

Section B – Physical Fitness

In the spirit of the health and wellness for Wrentham Permanent Firefighter's Local 2579 and its members, the Town shall pay Twenty-three 08/100 (\$23.08) dollars/week to each member for the successful completion of a physical fitness evaluation each fiscal year beginning in FY 2024 (July 1, 2023). The standards of this test are outlined in Policy ADM-014. At no time will a member be required to take part in this test. This test, as per Policy ADM-014, shall be voluntary.

The Evaluation, as per Policy ADM-014 as amended from time to time, shall be administered twice per Fiscal Year, on dates to be determined by the Chief or their designee but no later than April 15th of the prior Fiscal year for the 1st offering. A member may take or retake the evaluation on the alternate date (2nd offering) no later than September 15th. The time, date and location of the test shall be posted at least 30 days prior to the testing date. The Town will allow a member to take time off to participate in the Voluntary test if he/she is assigned to work at the time of the test.

Upon successful completion of the evaluation as outlined in Policy ADM-014 an additional twenty-three 08/100 (\$23.08) dollars/week will be added to the employee's regular pay and compensation for the remainder of the Fiscal Year the evaluation is designated for.

Payment will be added to the employees' wages after all wages and benefits are computed.

5. ARTICLE 11 – TIME OFF – UNION BUSINESS

Amend Article 11 – Time Off - Union Business by deleting the current language and replace with the following:

ARTICLE 11 – Time Off – Union Business

All employees covered by this Agreement who are officers of the Wrentham Permanent Fire Fighters Association, International Association of Fire fighters Local 2579 (Local 2579) or who are appointed by Local 2579 as members of the Association's Collective Bargaining Negotiations Team shall be allowed time off for official union business without loss of pay or benefits.

Each Fiscal year, Employees covered by this Agreement who are recognized officers of Local 2579 shall be allowed time off for official union business other than negotiations, arbitration and handling of grievances, without loss of pay or benefits. Said group of

officers eligible to receive this benefit shall share up to one-hundred and forty-four (144) hours in aggregate of union time off. If the maximum allotment of hours is exhausted, recognized officers of Local 2579 may request additional union time off under this article and may be approved at the Fire Chief's discretion.

6. ARTICLE 15 – PERSONAL LEAVE

Amend Article 15 by deleting the current language and replace with the following:

Article 15 - Personal Leave

Section 1

During each fiscal year an employee shall be entitled to take up to forty-eight (48) hours of personal leave with no loss of pay. New employees will be granted these hours upon date of hire.

Section 2

For the purposes of this Article, personal leave shall be defined as follows:

24 hours = Emergency Leave

24 Hours = Discretionary Leave

Emergency leave is defined as an immediate matter concerning a legal, business, or household obligation or duty of the employee that cannot be handled during non-working hours.

Section 3

Notification for Emergency Leave shall be made via phone call to the Officer in Charge and electronically as soon as the employee is able.

Notification of Discretionary Leave shall be made to the Fire Chief in advance if possible.

Section 4

An employee scheduled for night shift duty shall be entitled to personal leave if the matter involved occurs in a time period that would jeopardize the safety of the employee or the public during the scheduled duty period.

7. ARTICLE 16 – HOLIDAYS

Amend Article 16 by adding Juneteenth as a recognized holiday.

8. ARTICLE 17 – VACATIONS

Amend Article 18 by deleting the current language and replace with the following:

Article 17 – Vacations

In accordance with the following rules and regulations, all permanent employees are entitled to annual vacation.

Section 1

Employees shall be granted vacation time. At a minimum, this time shall be commensurate with their length of service to the Town as follows. It is understood, new or rehired employees may have allocations commensurate with their experience as full-time firefighters and at the discretion of the Chief:

Six (6) Months	48 hours
One (1) year	92 hours
Two (2) years	100 hours
Three (3) years.....	108 hours
Four (4) years.....	116 hours
Five (5) years	126 hours
Six (6) years	134 hours
Seven (7) years	142 hours
Eight (8) years	150 hours
Nine (9) years.....	158 hours
Ten (10) years	168 hours
Fifteen (15) years	192 hours
Twenty (20) years	216 hours

Section 2

The Town reserves the right to grant vacation periods to all employees in all Departments so as to most conveniently meet the work program of any department.

Section 3

In the event that the occasion arises whereby the selection and assignment of a particular vacation period by one (1) employee conflicts with that of others, and a choice must be made, the assignment by the Department Head shall be based in order of the choices of the employees with the longest period of service to the Town provided all criteria is met as outlined in the Recognized Wrentham Fire Department Policies and Procedures as amended from time to time.

Section 4

All employees with service dates on or after May 1, 2023 vacations hours are credited according to the schedule in section 1 based on the employee's anniversary date and not entitled to the provisions in section 8 of this article.

All employees with service dates prior to May 1, 2023, vacation hours are credited according to the schedule in Section 1 based on the employee's anniversary date commencing July 1, 2024 for FY25.

All employees with service dates prior to May 1, 2023 will be provided a one-time additional 24 hours of vacation time allocated on July 1, 2024 to assist with the "bridge" year for the transition to anniversary date.

Section 5

The Town, with the approval of the Chief, reserves the right to substitute pay in lieu of vacation time.

Section 6

Vacation will be taken in one-hour increments subject to the approval of the Fire Chief.

Section 7

In the event of termination of employment by the Town or through death of the employee, all credited and unused vacation time shall be paid to the employee or, in the event of death, to the employee's beneficiary.

Section 8

Vacation Carry over will be discontinued in FY26. Vacation carry over will be allowed for FY24 and FY25 to allow for vacation anniversary "bridge" process.

Employees hired prior to May 1, 2023, may, during the above periods, elect to encumber or otherwise carry forward up to forty-eight (48) hours of available &

remaining vacation time to be used in the following fiscal year, provided that the employee shall notify the Fire Chief of his/her election to do so within fifteen (15) days prior to the end of the fiscal year.

9. ARTICLE 18 – EMERGENCY MEDICAL TECHNICANS

Amend Article 18 by deleting the current language and replace with the following:

ARTICLE 18 – EMERGENCY MEDICAL TECHNICANS

Employees hired after July 1, 2001 shall be required to obtain EMT-P certification within four (4) years of employment as a permanent Firefighter (If required to possess EMT-P certification as a condition of being hired). Any employee hired after July 1, 2001 who does not obtain EMT-P certification within that four (4) year period, or who having obtained EMT-P certification thereafter fails to maintain EMT-P certification may be terminated. Any decision made to terminate any member under this provision will be decided within 60 days after loss of certification or 30 days after deadline date of obtaining Paramedic Status. All determinations will be final and binding without prejudice and non-revocable upon execution.

It is at the Chiefs discretion to tell a new hire if they are to go to the fire academy or paramedic school first and when they will start both of these educational processes.

The Fire Chief or his designee will assign a minimum of three (3) Paramedics to each shift not including the Shift Captain or / designated OIC (24-hour rotation).

If Paramedic certification was not a requirement of their employment all non-Paramedic Level members may petition for the support of the Chief and Town Administrator to pursue Paramedic certification provided for under this Article.

Support may include administrative time off during scheduled shifts for didactical portions of the members training and other scheduling conflicts pertaining to paramedic school other than field time or clinical rotations.

Subject to the conditions described in the following paragraph, and after written approval of the Fire Chief and Town Administrator, the Town will reimburse any Firefighter for tuition and book charges incurred in obtaining EMT-P certification, provided that those tuition and book charges are incurred by the Firefighter (1) after July 1, 2023 and (2) during the time that the Firefighter is employed as a permanent Firefighter under this Agreement. (It is understood that the Town will not reimburse a Firefighter for tuition or book charges that he/she incurred in obtaining EMT-P certification prior to his/her employment as a Permanent Firefighter under this Agreement or prior to July 1, 2023).

All support is at the discretion of the Chief, subject to adequate staffing levels and funding and at no time considered a past practice.

It is agreed that the Town will not reimburse any Firefighter for tuition and books if that individual fails to obtain EMT-P certification. It is also agreed that if a Firefighter terminates his/her employment with the Town for any reason within five (5) years of receiving tuition or book reimbursement, he/she will reimburse the Town for all moneys reimbursed to him/her for tuition and books.

Reimbursement for tuition and books shall be made within one (1) month of presentation to the Chief of proof of EMT-P certification accompanied by receipts for tuition and book expenditures.

10. ARTICLE 18A – EMERGENCY MEDICAL SERVICES COORDINATORS

Amend Article 18A by deleting the current language and replace with the following:

The Chief of Department may, at his discretion, appoint up to four additional assistants to aid the EMS Coordinator in the accomplishment of EMS goals and objectives as delineated by the Chief of Department. Each assistant to the coordinator will receive an annualized stipend of five hundred (\$500.00) dollars, to be paid by adding the sum of \$9.58 per week to the weekly wage schedule (Schedule A), after any percentage increases in Article 19 are applied, for each week of service.

Approved overtime assignments, if necessary, for coordinators or assistants will not be subject to the equality provisions described in Article 20 of this Agreement.

11. ARTICLE 19 – WAGES

Increase Schedule A by the following modifications:

- FY 24 (July 1, 2023 – June 30, 2024): 3%
- FY 25 (July 1, 2024 – June 30, 2025): 2.5%
- FY 26 (July 1, 2025 – June 30, 2026): 2%

12. ARTICLE 21 – EXTRA PAID DETAILS

Amend Article 21 by deleting the current language and replace with the following:

ARTICLE 21 – EXTRA PAID DETIALS

The following provisions shall govern the assignment of extra paid details to Firefighters where the detail is to be paid by a Town department or by a Governmental Body, or by an outside individual, group, corporation or organization:

- A. All extra details will be distributed as evenly as practicable to permanent fire and any EMT personnel, as assigned by the Fire Chief. A list will be posted where all members of the Department can observe same. If a detail cannot be filled by a member of the bargaining unit, then such detail may be offered to other fire personnel as the Fire Chief may designate. The Fire Chief shall establish a maximum total number of hours an employee can work consecutively, which may be changed after reasonable notice and opportunity to bargain the impact of the proposed change. Employees will not be charged on the department's Detail Rotation List where ineligibility is created by this paragraph.
- B. It is agreed that those Firefighters who are working paid details do so on their off-duty time or on any time which they are not specifically scheduled to work on the Fire Department.
- C. Any Firefighter who cannot fulfill a work assignment will notify the Chief or his representative within twenty-four (24) hours prior thereto so that another Firefighter can be assigned. In any event no person shall accept an assignment unless the same is made by the Fire Chief or the Head of the paid detail list.
- D. All members of the Bargaining Unit who accept an assigned detail in accordance with this Article, which will be paid for by an outside individual, group, corporation or organization, shall be paid at a rate of sixty-three and 50/100 dollars (\$ 63.50) per hour for a minimum of four (4) hours pay, and in instances that a detail's duration extends beyond the initial four hours, members will receive a minimum of eight (8) hours pay. For details with duration in excess of eight hours, the member shall be paid for the actual number of hours worked, at a rate of eighty-seven and 38/100 dollars (\$87.38) after the eighth hour. If the detail is to be paid by the Town of Wrentham, then said member of the Bargaining Unit shall be paid at their appropriate rate of overtime pay for a minimum of three (3) hours of pay. Members who accept an assigned "outside" detail in accordance with this Article during the period beginning at midnight on the forth Thursday in November (Thanksgiving) and continuing through the next consecutive seventy-two (72) hours shall be compensated at a rate of ninety-five and 25/100 dollars (\$ 95.25) per hour. An employee scheduled to work a detail which is later cancelled will receive a minimum of four (4) hours detail pay unless notification of the detail cancellation is made to the employee at least one hour prior to the starting time of the assignment.
- E. Members will be paid a detail pay rate of ninety-five and 25/100 dollars (\$95.25) for all holidays listed in Article 16 for any private details worked on those days.

13. ARTICLE 24 – SECONDARY EDUCATION

Amend Article 24 Section 1 by deleting the current language and replace with the following:

ARTICLE 24 - SECONDARY EDUCATION

Section 1

Each employee covered by this Agreement who completes a course in an accredited school or college in the field of fire service technology or a related medical field with a grade B or better, shall receive reimbursement up to Five Hundred Dollars (\$500) for tuition and fee charges actually paid provided funds are available in the fiscal year tuition line item Capped at Fifteen Thousand Dollars (\$15,000) Annually. It is understood that when the funds are completely expended, the town has no obligation to reimburse any member for the remainder of the fiscal year for "tuition and fee reimbursement Any outstanding reimbursements dated after June 30th of the current fiscal year will not be considered for reimbursement after all funds in the "Tuition" line item are exhausted.

Each employee covered by this Agreement who completes an additional degree in an accredited school or college in any other related field, with a grade B or better, shall receive reimbursement up to Five Hundred Dollars (\$500) for tuition and fee charges actually paid. If accepted by the Chief of the Department and approved by the Town Administrator and provided that the first degree obtained must be in fire service technology or a related medical field And provided funds are available in the fiscal year tuition line item Capped at Fifteen Thousand Dollars (\$15,000) Annually. It is understood that when the funds are completely expended, the Town has no obligation to reimburse any member for the remainder of the fiscal year for "tuition and fee reimbursement." Any tuition/fees bills or tuition/fees receipts dated after June 30th within the current fiscal year will not be considered for reimbursement after all funds in the "Tuition" line item are exhausted.

All requests for reimbursement shall be made in writing no later than June 1 of the current fiscal year.

It is agreed that the Town will not reimburse any Firefighter for registration and tuition if that Firefighter terminates his/her employment with the Town for any reason within Five (5) years of receiving such reimbursement. With the exception of members who are separated due to layoffs or members who retire within the five (5) years after receiving such reimbursement.

14. ARTICLE 24A - RESIDENCE

Amend Article 12 by deleting the current language and replace with the following:

ARTICLE 24A - RESIDENCE

Each member of the permanent Fire Department shall reside within 30 miles of the limits of Wrentham. Said distance shall be measured from the closest border limits of Wrentham to the closest border limits of the city or town in which said member lives. Members may reside outside the Commonwealth of Massachusetts but must comply with distance restrictions. Employees may submit formal written requests to the Fire Chief to exceed these limits. In the event the Fire Chief approves the increase in limits it is non-revocable.

15. ARTICLE 31 – OFFICER POSITIONS

Amend Article 31 by deleting the current language and replace with the following:

Article 31 – Officer Positions

The town will maintain at a minimum the following officer's positions within the Bargaining unit.

The day officers may be temporarily reassigned to fill the needs of the department in the event of a reduction in staffing due to unforeseen circumstances and at the discretion of the Chief. All Shift Officer Captain and Shift Lieutenant positions will be filled by other Shift Captains and Shift Lieutenants or authorized members to work up in rank and not Supplemented by the "Day Officers" until all shift filling and hold requirements have been exhausted and at the discretion of the Chief.

4 Shift Captains (24-hour Group Rotation)

4 Shift Lieutenants (24-hour Group Rotation)

1 Day Captain (support all operations as directed, hours and days assigned by the Chief)

16. CIVIL SERVICE

The Town and Wrentham Permanent Firefighters Association agree to bring forward and support articles for the removal of the department from Civil Service.

All rules and procedures of MGL Chapter 31 will remain in place until such time as the removal from civil service is complete. Upon removal, Civil Service MGL Chapter 31 will continue to be the working document for all lawful processes regarding promotions, discipline, seniority, veteran's status, layoffs, and rehires, enforceable through the grievance/arbitration process. The Town, fire chief and union will work to create appropriate policies and procedures that may differ from MGL Chapter 31, enforceable through grievance/arbitration process.

17. HOUSE KEEPING

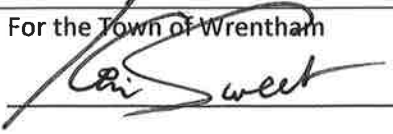






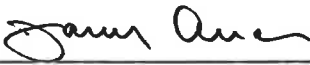


Replace any reference to specific Policy Numbers and replace with “Recognized Wrentham Fire Department Policies and Procedures”.

Amend Article 31 – Duration with new effective dates of agreement.

This agreement made and entered into on the _____ day of _____ 2023 by and between the Town of Wrentham, hereinafter referred to as the Town, and the Wrentham Permanent Firefighters Association, hereinafter referred to as the Association, is designed to maintain and promote a harmonious relationship between said Town and such of its employees as are covered by this Agreement in order that a more efficient and progressive public service may be provided by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____ 2023.

For the Town of Wrentham	For the Wrentham Permanent Firefighters
	
Kevin Sweet, Town Administrator	Michael Bourque, LOCAL 2579 President
	
Joseph F. Botaish, II, Chair	Patrick J. McMorrow
	
Christopher Gallo, Vice Chair	Matthew Levine
	BRENDAN BLACK
William Harrington, Clerk	
	Al Tranguillino
James Anderson, Associate	
	
Michelle Rouse, Associate	