

**AGREEMENT  
BETWEEN**

**THE TOWN OF WALPOLE**

**AND**

**THE WALPOLE PERMANENT  
FIRE FIGHTERS ASSOCIATION**

**JULY 1, 2014 THROUGH JUNE 30, 2017**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
	Preamble	3
I	Savings Clause	3
II	Management Rights	3
III	Miscellaneous Provisions	3
IV	Employee Responsibilities	4
V	Emergency Medical Services Requirements	4
VI	Staffing Provisions	5
VII	Residency	5
VIII	Safety Committee	5
IX	Non-Discrimination Clause	5
X	Definitions	5
XI	Recognition	6
XII	Membership in the Association	6
XIII	Payroll Deduction of Agency Service Fee & Union Dues	6
XIV	Union Business Leave	7
XV	Hours of Work and Overtime	7
XVI	Weekly Pay Schedules	9
XVII	Stipends	10
XVIII	Education Incentives	12
XIX	Holidays	12
XX	Vacations	13
XXI	Personal Illness – Sick Leave & Sick Leave Bank	13
XXII	Personal Leave	15
XXIII	Bereavement Leave	15
XXIV	Military Leave	15
XXV	Leave of Absence without Pay	16
XXVI	Court Time	16
XXVII	Seniority	16
XXVIII	Injury While On Duty	16
XXIX	Longevity Pay	18
XXX	Uniforms and Clothing	19
XXXI	Working Out of Classification	19
XXXII	Shift Exchange	19
XXXIII	Life Insurance	19
XXXIV	Group Insurance	19
XXXV	Liability Protection	20
XXXVI	Employee Grievance Procedure	20
XXXVII	Posting of Fire Related Schools	22
XXXVIII	Job Layoff and Recall	22
XXXIX	Employee Immunizations	22
XXXX	Appendices and Amendments	22
XXXXI	Drug & Alcohol Testing Policy	22
XXXXII	Sexual Harassment Policy	22
XXXXIII	Effect of Agreement	23
XXXXIV	Duration	23

## PREAMBLE

This Agreement is entered into by and between the Town of Walpole hereinafter referred to as the Employer and the Walpole Permanent Fire Fighters Association, Local #2464 International Association of Fire Fighters, hereinafter referred to as the Association.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Association; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

## ARTICLE I - SAVINGS CLAUSE

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any Legislation, Federal or State, or should any provisions be found to be in violation of any Federal, State or Town By-Law, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

## ARTICLE II - MANAGEMENT RIGHTS

- a. The Management of the Walpole Fire Department and the direction of the working force shall rest solely with the Employer, but shall not be inconsistent in any way with the provisions of this Agreement.

The Employer shall be in charge of all administrative phases and functions of the Department and in this connection may determine the methods and processes of work to be performed; the schedule of shifts and hours of work; to select, hire and demote employees; right to make and apply rules and regulations of discipline, efficiency and safety; right and responsibility to discharge or discipline any employee for just cause; to promote; to layoff because of lack of work.

## ARTICLE III - MISCELLANEOUS PROVISIONS

- a. Employee's personnel files will not be added to or changed without notification to the employee.
- b. A computer system will be utilized by this Department for purposes of entering emergency incidents and tracking responses. This system will also be used by members of the Department such as Motor Coordinator, Training Officer and EMS Coordinator for entering and tracking data.

1. The Systems Coordinator will be responsible for entering general data that may be needed and utilized by the Department, such as: hydrants, streets, buildings, etc.

- a. Fire Fighters will not be required to use the computer system as a central dispatching tool.

2. Training will be provided to the Systems Coordinator and others as determined by the Chief. The Systems Coordinator will in turn, train all essential Department members.

## **ARTICLE IV - EMPLOYEE RESPONSIBILITIES**

- a. The duties of the employees of the Walpole Fire Department covered by this agreement include, but are not limited to, fire suppression and fire prevention activities; provision of emergency medical services at the ALS and BLS levels; code & safety inspection services; fire and emergency medical training activities as members of the department; community relations, public education, and the professional representation of the Walpole Fire Department and the Town of Walpole; maintenance of all firefighting and emergency medical apparatus, equipment, and facilities within their ability, but not to include any heavy or extended repair work on pumps or motors; and the performance of all other fire service and emergency medical service duties as may be assigned from time to time by the Chief of Department or his designee. The Town hereby recognizes the history and foundations of decades of outstanding service to the Community by the membership of the Walpole Fire Department in carrying out the mission of the Department.

## **ARTICLE V - EMERGENCY MEDICAL SERVICES - REQUIREMENTS**

1. At the discretion of the Fire Chief, and on a seniority basis, no more than one (1) firefighter per Group may cease performing primary Ambulance duties based upon the needs of the department.
2. It shall be a condition of employment that all permanent firefighters hired after July 1, 1986 obtain and retain certification as an emergency medical technician.
3. It shall be a condition of employment that all firefighters hired after January 1, 2002, shall obtain certification as an Emergency Medical Technician/Paramedic (EMT/P) within twenty-four months of date of appointment, and upon attaining certification as an EMT/P, shall retain said certification as a condition of employment. Failure to obtain and thereafter retain said EMT/P certification shall constitute cause for immediate dismissal.
4. Permanent Fire Department personnel shall be given the opportunity for re-certification as an Emergency Medical Technician subject to the following conditions:
  - a. Permanent Fire Department personnel shall pay for all expenses associated with EMT Training.
  - b. The Permanent Fire Department personnel will be allowed to attend classes if they fall on scheduled work nights subject to the prior approval of the Fire Chief.
  - c. The Chief reserves the right to restrict the number of Permanent Fire Department personnel permitted to take EMT training at any given time. In the event of an unforeseen emergency, the Chief may require the Permanent Fire Department personnel to work scheduled shifts even though it results in the missing of an EMT training class(es).
  - d. One member of the Bargaining Unit shall be appointed Emergency Medical Systems Coordinator by the Chief of the Department. His duties shall be to arrange for training, certification, re-certification, development and dissemination of Standard Operating Procedures concerning

Ambulance operations, maintaining and certifying training records, maintaining and ordering supplies. He will supervise care and maintenance of the Ambulances.

#### **ARTICLE VI - STAFFING PROVISIONS**

There shall be assigned to each tour of duty a combination, so designated by the Fire Chief, of officers/acting officers, firefighters, firefighter/EMTs, and/or firefighter/EMT/Paramedics that shall not number less than seven (7), provided that of the seven (7), one shall be a Captain, one shall be a Lieutenant, and five (5) shall be FF/EMTs of which at minimum two (2) shall be at the Paramedic level. This language will not supersede Article XXXVIII Job Layoff And Recall article. However, in the event that a reduction(s) in force as a result of layoff(s) of the Walpole Fire Department would otherwise result in a regular tour of duty staffing of less than eight (8), this section shall be voided.

#### **ARTICLE VII - RESIDENCY**

Personnel covered by this agreement shall not be bound to a residency requirement.

#### **ARTICLE VIII - SAFETY COMMITTEE**

A Safety Committee shall be established consisting of two firefighters, one lieutenant and one Captain, all to be selected by the Union, as well as the Deputy Fire Chief and the Fire Chief. The Committee shall meet not less than twice per year at the discretion of the Fire Chief.

#### **ARTICLE IX – NON-DISCRIMINATION CLAUSE**

The Town of Walpole is committed to administer employment and personnel policies without regard to race, color, national origin, religion, age, ancestry, sex or handicapped persons.

The following summarizes the commitment and procedures relative to the prohibition of Sexual Harassment covering employment with the Town of Walpole. The Sexual Harassment Policy and Complaint Procedure of the Town of Walpole has been endorsed by the Board of Selectmen and the Personnel Board, is given to all employees as stipulated by law and is the governing policy and procedure for all employed by the Town of Walpole.

- a. To hire and employ, promote and discharge from employment and to compensate in terms, conditions and privileges of employment in a nondiscriminatory manner.
- b. To advertise employment opportunities in a nondiscriminatory manner.
- c. To treat all persons seeking relief from any prohibited practice in a nondiscriminatory manner.
- d. To provide benefits to all persons in a nondiscriminatory manner.

#### **ARTICLE X - DEFINITIONS**

Where the words are used in this Agreement, "Employer" means the Town of Walpole, in the County of Norfolk and the Commonwealth of Massachusetts, and no other locations;

"Association" means the Walpole Permanent Fire Fighters Association, Local #2464 of the International Association of Fire Fighters, affiliated with the American Federation of Labor and Congress of Industrial Organizations. "Employees" as used in this Agreement shall mean the permanent members of the Fire Department of the Town of Walpole except such employees as are excluded from membership in a unit appropriate for purposes of collective bargaining as set forth in the Certification issued by the State Labor Relations Commission in case number MCR 2326 of said Commission. "Union Representatives" as used in this Agreement shall mean the Association designee. Wherever the singular is used in this Agreement, it is intended to include the plural. References to the terms firefighter/firefighters shall be understood to include all members of the association, unless title specific language is noted.

#### **ARTICLE XI - RECOGNITION**

- a. The Employer recognizes the Association as the sole exclusive Bargaining Agent for all the permanent full-time Captains, Lieutenants and Fire Fighters of the Walpole Fire Department. In no case shall the bargaining unit include the Chief or Deputy Chief of Department.
- b. The Employer agrees not to make any individual or collective agreements with any employee covered under Article III, of this Agreement.
- c. Matters appropriate for consulting and negotiation between the parties hereto, are practices, procedures and implementation of policies relating to working conditions which are within the authority of the Employer and subject to negotiation under the General Laws of the Commonwealth of Massachusetts, Chapter 150E inclusive.

#### **ARTICLE XII - MEMBERSHIP IN THE ASSOCIATION**

- a. Neither the Employer nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to self organize, to form, join or assist any employee organization to bargain collectively through representatives of their choosing on questions of hours, wages, and conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining as authorized by law.
- b. Neither the Association nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to refrain from organizing, forming, joining or assisting any employee organization to bargain collectively on questions of wages, hours, and all conditions of employment.
- c. Neither the Employer nor the Association shall discriminate against employees in the exercise of their rights to form, join and assist any employee organization or to refrain from such activity in accordance with Chapter 150E of the Comm. of Massachusetts.

#### **ARTICLE XIII -PAYROLL DEDUCTION OF AGENCY SERVICE FEE & UNION DUES**

Pursuant to general Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency service fee shall be deducted monthly and shall be equal in amount to the sum set from time to time by the Union as their monthly dues.

**AUTHORIZATION FOR PAYROLL DEDUCTION**

BY: \_\_\_\_\_  
(Name of Employee)

TO: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_ I hereby request and authorize you to  
(Date)

deduct from my earnings each \_\_\_\_\_ the amount of \$ \_\_\_\_\_  
(Payroll Period)

The amount deducted shall be paid to the Treasurer of the Walpole Permanent Fire Fighters Association, Local #2464 and represents payment of my Union dues, fees or assessments, or agency fee.

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Address

**ARTICLE XIV -UNION BUSINESS LEAVE**

- a. Members of the Association shall be granted permission to attend with no loss of pay or benefits all mutually agreed upon meetings between the Employer and the Association for the purpose of negotiating the terms of a collective bargaining agreement when said meetings take place at a time when the member(s) is scheduled to be on duty, provided that the members in attendance will still be required to respond to all emergencies and requests for service. Further, all reasonable accommodations will be made to provide flexibility with on duty staff covering for affected employees.
- b. Such officers of the Association as may be elected or designated as delegates, to represent the Association at the conventions or meetings of the International Association of Fire Fighters or The Professional Fire Fighters of Massachusetts shall be granted time off from duty with no loss of pay or benefits.
- c. The Town will cover the shifts of not more than one firefighter (per conference) to attend the IAFF Redmond Symposium as well as the EMS Convention, provided that the employee so covered shall report in writing to the Chief information obtained at the conference(s) within five (5) days of returning to duty. This conference time shall not count as union business leave.
- d. Total hours used not to exceed 192 hours. This amount shall not be reduced when any employee on duty on union business leave is not covered.

**ARTICLE XV - HOURS OF WORK AND OVERTIME**

- a. Members of the Department shall be assigned to work schedules by the Chief of the Department. The average number of hours worked by any employee shall not exceed forty-two (42) hours per week as scheduled over fifty-two (52) consecutive weeks. This

work week shall be comprised of twenty-four (24) hours tour on duty, forty-eight (48) hours off duty, twenty-four (24) hours tour on duty, ninety-six (96) hours off duty. For purposes of definition, a tour of duty shall consist of a 10 hour day shift and a 14 hour night shift, consecutively. The twenty-four hours of duty shall commence at 0800 hours. Employees Covered by this section shall have their overtime rate comprised of:

1. Dividing the weekly salary figure by forty-two (42); and
2. Multiplying that figure arrived at by one and one-half (1-1/2).

DAY SHIFT: There shall be established a forty-two (42) hour, four (4) day workweek. It shall consist of four consecutive ten and one-half (10.5) hour days (0730-1800). It shall be set on a rotating schedule of Monday through Thursday of one week and Tuesday through Friday on the alternate week. This shift shall not affect the shift minimums identified in Article II Section 9 herein. Assignment to day shift is offered on a seniority basis. If no one volunteers for day shift, the Chief will then assign least senior member to day shift.

- b. Whenever an employee is required to work in excess of his normal hours of duty, excepting shift hold over, he shall be granted a minimum of four (4) hours pay at the overtime rate. All overtime worked in excess of the four (4) hour minimum greater than ten (10) minutes will be compensated to the next one-half (1/2) hour. This section shall not apply to full time fire fighters who respond to a call during their off duty hours.

Incoming shift will receive only 1/2 hour of call back if called in up to thirty minutes prior to start of shift (7:30 A.M. or 5:30 P.M.) If recall is greater than one half hour before start of shift, employee receives regular call back. If called in up to fifteen minutes before start of shift, receive one quarter hour of pay.

- c. Full-time fire fighters who respond to box alarms during their off duty hours shall be compensated at the overtime rate with a three (3) hour minimum per response. Work performed over the three (3) hour minimum shall be paid to the next highest one hour increment.
- d. Subject to the requirements of the Department, overtime shall be assigned on an equitable basis among all employees.
- e. Full time permanent fire fighters shall have first refusal on all extra shift coverage and/or extra duty, and all promotions for positions within the bargaining unit.
- f. All full time personnel covered by this agreement shall be restricted to a maximum of four (4) consecutive shifts. However, no personnel shall be required to work beyond the third consecutive shift. In no case will any personnel work more than four (4) consecutive shifts unless otherwise authorized by the Fire Chief.
- g. If a vacancy occurs as a result of an absence of a full time permanent firefighter for a period exceeding sixty (60) days, the Town may hire a provisional appointment. The provisional hire will not be subject to the provisions of this contract. A vacancy in any officer position shall be first offered to all permanent fire fighters appearing on a respective promotional list before being filled by a provisional hire.
- h. All new hires will be required to attend and graduate from a recruit training class at the Massachusetts Fire Academy. Employees hired and who commence duties prior to

academy graduation shall be restricted to ambulance/ems duties. Further, it is agreed that not more than one such employee may be eligible to work per shift. Further, personnel who attend the fire academy through the Walpole Fire Department agree to remain in the employ with the Town in good standing for a minimum of five (5) years from date of graduation.

- i. The detail rate for fire fighters working private duty details ordered by the Chief or his/her designee shall be equal to one and one-half times the hourly rate of the top step union employee. Private duty details in excess of eight (8) hours shall be compensated at a rate of two times the top step union employee. Employees who work non-Town paid details on Thanksgiving, Christmas and/or New Year's Day including the 24 hours prior to each of these holidays, shall be paid at a rate of one and one half times the detail rate for hours worked on those days. Private duty details cancelled with less than twelve (12) hours notice shall be subject to the four (4) hour minimum charge to the effected employee. All private duty details will be compensated in 4-hour increments.
- j. It is agreed that Honor Guard representation shall be authorized for any LODD funerals or memorial services within New England or at any other event mutually agreed to by the Chief and the association for not more than two (2) members without loss of benefits. UBL time shall not apply in these instances.

**ARTICLE XVI - WEEKLY PAY SCHEDULES**

Commencing in Fiscal Year 2015 (July 2014), the wage scale below reflects the following cost of living adjustments:

- FY'2015: 2%
- FY'2016: 2.5%
- FY'2017: 2.5%

**a. Effective July 1, 2014**

<b>Grade</b>	<b>Position</b>	<b>Grade</b>	<b>Position</b>
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
F-1	\$900.08	\$971.11	\$1,030.36	\$1,101.43	\$1,123.47	\$1,151.55
F-2	\$1,168.39	\$1,215.14	\$1,263.74	\$1,295.33		
F-3	\$1,314.30	\$1,366.86	\$1,421.53	\$1,457.07		

**b. Effective July 1, 2015**

<b>Grade</b>	<b>Position</b>	<b>Grade</b>	<b>Position</b>
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F-1	\$922.58	\$995.39	\$1,056.12	\$1,128.96	\$1,151.56	\$1,180.34
F-2	\$1,197.60	\$1,245.51	\$1,295.33	\$1,327.71		
F-3	\$1,347.16	\$1,401.03	\$1,457.07	\$1,493.50		

**c. Effective July 1, 2016**

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F-1	\$945.65	\$1,020.27	\$1,082.53	\$1,157.19	\$1,180.35	\$1,209.85
F-2	\$1,227.54	\$1,276.65	\$1,327.72	\$1,360.90		
F-3	\$1,380.84	\$1,436.06	\$1,493.50	\$1,530.83		

b. All newly hired employees shall be employed on a probationary basis of one year following graduation from the fire academy. During this probationary period in the sixth month, the probationary employee shall receive a performance evaluation from his/her supervisor to identify areas of strength as well as weakness. At the end of the probationary period, the employer shall either permanently appoint the employee or terminate the employee, based on the performance of the employee and the recommendation of the employee's supervisor.

New employees shall be hired at the minimum of the classification for which he is hired and may be hired at a step above the minimum with the approval of the Chief and Board of Selectmen.

c. New employees hired on or after July 1, 2014 may advance one (1) step rate at the end of his first year of uninterrupted full time provisional and/or permanent employment on the recommendation of the Chief of the Department and may advance one (1) step annually thereafter until the maximum is reached. Should an employee be denied a step increase upon the annual review of his performance by the Chief of the Department or the Personnel Board, the employee shall be informed by the Chief of the Department, in writing, of the reason or reasons for such denial and said denial may be subject to grievance and arbitration.

d. All employees covered by this agreement shall be required as of July 1, 2014 to enroll in a Direct Deposit program for all payroll compensation. All employees shall have access to electronic payroll information. Printed payroll information and payroll checks, with the exception of annual W-2 forms, shall be discontinued effective July 1, 2014. Electronic data shall be archived and accessible for a period of seven (7) years.

Employees shall be compensated with overtime pay or shift coverage for re-certification purposes.

**ARTICLE XVII - STIPENDS**

The Town will provide:

1. A stipend equal to eleven (11%) of his/her base pay annually for Certified EMT-Paramedic. Further, for permanent firefighters hired before September 1, 2001, a one time payment of \$10,000 within two weeks upon final EMT- Paramedic certification

shall be made as well as reimbursement for tuition, course books and mileage, in accordance with Article II, 5b and upon successful attainment of state certification.

Paramedic training will be offered without loss of time, however it shall be the policy of the Town that only one firefighter/EMT per group shall be eligible for Paramedic training during each training/course cycle, unless in the sole discretion of the Fire Chief that he shall determine that the best interest of the department shall be benefited by one or more additional employees enrolling in Paramedic training. Firefighters/EMT's interested in said Paramedic training shall notify the fire Chief of their interest in writing at least three (3) months prior to the start of scheduled courses to allow the Chief to solicit appropriate funding for said training. Employees who obtained certification as an EMT-P prior to the date of this agreement and through Town funding with a seniority date prior to January 1, 2002 shall maintain said certification as a condition of employment for a minimum of six (6) years and must notify the Fire Chief in no less that six (6) months in advance of their desire to discontinue said certification. Employees hired prior to January 1, 2003 who obtain certification as an EMT-P following July 1, 2008 (~~7/1/08~~) shall maintain said certification as a condition of employment for a minimum of ten (10) years and must notify the Fire Chief not less that six (6) months in advance of their desire to discontinue said certification. This section shall in no way waive the requirements for employees hired after January 1, 2002 as shown in Article II c.8.a. related to EMT-P certification retention.

2. A stipend equal to seven percent (7%) of his/her base pay shall be paid annually to Firefighter/Certified Emergency Medical Technicians, and a stipend equal to seven percent (7%) of top step firefighter (f-1) base pay shall be paid annually to Lieutenant or Captain/Certified Emergency Medical Technicians.
3. One thousand eight hundred dollars (\$1,800) stipend annually for a Motor Coordinator, and said Coordinator shall be compensated at the department detail rate only for hours of work performed on apparatus repair and maintenance with the approval of the Chief.
4. One thousand eight hundred dollars (\$1,800) stipend annually for a Training Coordinator.
5. One thousand eight hundred dollars (\$1,800) stipend annually for a Computer Systems Manager.
6. One thousand eight hundred dollars (\$1,800) stipend annually for a EMS Coordinator.
7. One thousand eight hundred dollars (\$1,800) stipend annually for a Public Education Coordinator
8. One thousand eight hundred dollars (\$1,800) stipend annually for a Self Contained Breathing Apparatus (SCBA) Coordinator
9. One thousand eight hundred dollars (\$1,800) stipend annually for a Wellness Coordinator upon approval of a department wellness program by the Chief.
10. One thousand eight hundred dollars (\$1,800) for a Department Medical QA/QI Coordinator.

Annual stipends will be paid in two installments:

First half paid in first weekly payroll in July;

Second half paid in first weekly payroll in December.

All appointed stipend positions are to be reviewed by the Fire Chief at the start of each contract year.

In the event that legislation is enacted that results in base pay changes to retiring members of the union relative to eligibility of stipend inclusion, the Town and the Union agree to bargain over the impact of said changes. to members.

## **ARTICLE XVIII - EDUCATION INCENTIVES**

All employees of the bargaining unit who have been awarded Fire Science or Public Administration Degrees shall receive incentive pay within the first pay period of July of each year in accordance with the following provisions:

Compensation for an eligible Associates Degree - Five percent of base salary.

Compensation for an eligible Bachelor's Degree - Seven and one half percent of base salary.

Compensation for an eligible Master's Degree - Twelve and one half percent of base salary.

Further, employees may participate in a continuing education program in either a Fire Science or Public Administration degree program. Interested employees shall notify the Chief prior to the end of November for the upcoming fiscal year to procure funding. After satisfactory completion, grade C or better, the employee will receive reimbursement within a reasonable amount of time from the Town upon receipt of course credit and submission of an expense voucher for tuition, laboratory costs and books. The Maximum allowable education aid for each employee per contract year shall not exceed \$1,500. There is no reimbursement for time spent during the course, mileage, or other expenses. The employee will provide a best guess estimate as to cost.

## **ARTICLE XIX – HOLIDAYS**

- a. The following days and no others are recognized as holidays for employees covered under this agreement by the Town of Walpole:

New Year's Day  
Martin Luther King Day  
President's Day  
Patriot's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

In the event that a new state or federal holiday is adopted via state or federal legislation, said holiday shall be added to the above list. Should the Town give other employees holiday time off (i.e. Christmas Eve, New Year's Eve, etc.), all members working the shift shall receive pay equal to said time off.

- b. Employees covered under this Agreement shall receive holiday pay for each holiday listed in Section (a) of this Article whether they work or not on the holiday.
- c. Compensation for this holiday shall be at one-fourth (1/4) of the employee's regular weekly salary as set forth in Article IX, Section (a). Those employees required to work on Thanksgiving Day, Christmas Day, or New Year's Day will receive time and one half pay for the hours worked on those days. For the purpose of this provision, hours worked for these days are considered to be those within the calendar day (00:00 hrs through 23:59 hrs) of that day,

**ARTICLE XX - VACATIONS**

- a. Vacations shall be credited on the employee's service anniversary date. The employee's service anniversary date shall be the date of commencement of continuous (broken for no more than thirty (30) days), full-time employment by the Town in any department.

The following vacations shall be granted to members of the Department.

<u>Service Period</u>	<u>Vacations</u>
1 Year	108 Shift Hours
5 Years	168 Shift Hours
10 Years	216 Shift Hours
20 Years	264 Shift Hours

- b. Vacations shall be granted by the Chief of the Department at such times as, in his opinion, would cause the least interference with regular work of the Department, but he shall take into account the seniority and preference of the individual employee.
- c. Vacations must be used within twelve months of the date they are credited; however, 96 hours may be carried over into the new year.
- d. If the employment of an employee is terminated by dismissal through no fault or delinquency on his part or by resignation, written notice of which was received by the Department Head at least two (2) weeks prior thereto or by retirement or death, he or his estate shall be paid for his unused vacation leave. In exceptional cases where circumstances prevent the giving of two (2) weeks notice that requirement may be waived and vacation pay may be allowed by the Chief of the Department with the approval of the Board of Selectmen. If the employment of such employee is terminated by death or mandatory retirement, he or his estate shall be paid for vacation benefits accrued at the straight hourly rate for all vacation hours unused.

**ARTICLE XXI - PERSONAL ILLNESS - SICK LEAVE & SICK BANK**

- a. Fire Fighters and Lieutenants and Captains  
Regular permanent full time fire fighters' who have been in the employ of the Employer for more than ninety (90) days, shall accrue sick leave at the rate of 15 hours per month of service, to a maximum of 180 hours per year (15 days given that an average shift is 12 hours). Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years up to a maximum of 2160 hours (180 days given that an average shift is 12 hours).

- b. All unused sick leave credited to an employee's account prior to the signing of this Agreement will remain standing to his credit until used by such employee subject to the provisions of this section.
- c. A permanent fire fighter using (0) sick days during a contract year shall be entitled to (36) hours pay during the following year at straight time. A permanent fire fighter using (1) sick day during a contract year shall be entitled to (24) hours pay during the following year at straight time. A permanent fire fighter using (2) sick days during a contract shall be entitled to (12) hours pay during the following year at straight time. A day's pay equals 12 hours.
- d. A physician's certificate may be required by the Fire Chief for absences over 4 consecutive working days, or in a case of repeated absences of less than 3 consecutive working days.
- e. Upon the death or retirement of an employee, twenty-five percent (25%) of the total amount of sick leave accrued shall be paid to the employee or to the designated beneficiary at the regular day rate. For the purposes of this section, "retirement" shall be defined according to the definitions and standards established by the Norfolk County Retirement Board for the purpose of granting retirement benefits. Employees hired on or after July 1, 2014 shall only be eligible for this provision at an amount of twelve and one-half percent (12.5%) of accrued but unused sick leave.
- f. The Fire employees accept the provisions of the Family Medical Leave Act of 1993 and the provisions of the Family Obligations Leave Act of the Commonwealth of Massachusetts (Chapter 109 of the Acts of 1998), as they apply to the Collective Bargaining Agreement. The parties acknowledge that the Town is subject to the provisions of the Family Medical Leave and Family Obligations Leave Acts of 1993 and 1998 respectively (FMLA and FOLA). The FMLA and the FOLA shall not increase or decrease the length of leave available to eligible employees under the provisions of this agreement. When an employee takes leave under the provisions of this agreement for a reason, which would entitle the employee to leave under the FMLA or FOLA, such leave will also be considered FMLA or FOLA leave entitlement. FMLA and FOLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA or FOLA.
- g. Absence from duty shall be charged against sick time accrued when a serious illness of an employee's spouse or children requires the employee's personal attention.
- h. Sick Leave Bank: A Sick Leave Bank will be established for all members of the unit who have completed their probationary period and whose sick leave accumulation has been exhausted and who have been out of work for a minimum of 360 consecutive hours. In such a situation, an individual may apply for additional sick leave.

The Sick Leave Bank will be funded by all participating Union members contributing one day per year on July 1st from their accrued sick leave and by those Union members who have accumulated the 2160 maximum accrued sick hours. Union members who have reached the maximum accrued hours limit shall have their monthly sick accrual deposited into the sick bank.

A committee made up of the Fire Chief, Personnel Coordinator, and the Union President (or designee) shall monitor the Sick Bank and make determinations on actual use eligibility of the sick bank as well as resolve disputes that may arise regarding the sick bank. The actual management of the accrual and disbursement of sick bank hours shall rest with the Personnel Office.

Individuals shall not qualify for Sick Leave Bank unless they have accumulated at least 360 hours sick leave as of July 1st of any year.

Before applying to the Sick Leave Bank, the individual must have exhausted their own individual sick leave, have been out of work for at least 360 consecutive hours and be carried on sick leave by the Walpole Fire Department.

A Union member shall only be eligible to withdraw from the Sick Leave Bank that amount of time which was previously exhausted through regular accrued sick time as a result of the sickness which prompted the individual to apply for access to the Sick Leave Bank.

Members enrolled in the sick bank shall be re-enrolled automatically each year unless the member withdraws in writing. Further, a quarterly report of sick bank activity shall be provided to the union president.

#### **ARTICLE XXII - PERSONAL LEAVE**

On July 1 of each fiscal year, permanent fire fighters shall be granted twenty-four hours to be used prior to June 30th of the following year, fire fighters must obtain forty-eight (48) hours advance approval from the Chief of the Department prior to using their personal days.

#### **ARTICLE XXIII - BEREAVEMENT LEAVE**

Upon the death of the spouse, children of employee or spouse, grandchild, grandparents, mother, father, sister, brother, mother-in-law or father-in-law of an employee, spouses' grandparents, brother or sister-in-law, step family, or any person living in the employee's home, the employee shall be granted bereavement leave of up to two (2) tours without loss of pay or supplementary benefits. Employees will receive up to one (1) tour off for aunts and uncles to attend services. Reasonable travel time may be allowed at the discretion of the Fire Chief. Bereavement leave shall not extend past 8:00 A.M. of the day following the funeral. Additional time may be granted at the discretion of the Chief.

#### **ARTICLE XXIV - MILITARY LEAVE**

A military leave of absence shall be granted to any employee, in accordance with Art. 38, 2006 Walpole STM, as written, who is called to active duty into the United States Armed Forces service under 10 USC sec. 12301 or sec. 12304, or active duty with the Massachusetts National Guard. U.S. Military Service incurred by an employee after his/her employment by the Town shall be credited as time served in the Town's employ, provided that he/she applies for reinstatement within (90) days after discharge or release to inactive duty.

Any employee, who is a member of the Reserve Component of the United States Armed Forces, ordered to report annually to active duty, pursuant to 32 USC, sec. 502 for a period no greater than (15) days may be eligible for compensation for the difference by the Town based on his/her military base pay and their regular pay.

## **ARTICLE XXV - LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence for a limited period not to exceed three (3) months may be granted for reasonable purpose, and such leaves may be extended or renewed for any reasonable period at the Employer's discretion based upon the recommendation of the Fire Chief and approval of the Board of Selectmen.

## **ARTICLE XXVI - COURT TIME**

Employees required by the Department or the Court to appear in the District Courts, Superior Courts or Civil Courts of the Commonwealth for criminal or civil business (other than grievances or Association business) at other than their regularly scheduled working hours, when the appearance is required as a result of the employee's performance of his regular duties, shall be guaranteed two (2) hours pay at the overtime rate. All time in excess of two (2) hours shall be compensated at the overtime rate. It is specifically agreed that if the Chief of Department orders a fire fighter to appear at the station for interview or preparation for trial at other than his regularly scheduled working hours prior to the normal starting time for Court, then that fire fighter will be paid at the overtime rate for those hours that he appears prior to the starting time.

## **ARTICLE XXVII - SENIORITY**

- a. An employee's seniority shall date from his/her appointment by the appointing authority. In cases where two or more employees have the same date of employment, written entrance examination scores shall determine seniority (i.e.: the person with the higher test score shall be senior). Same test score shall result in seniority being established by alphabetical order of last name. Unbroken provisional time shall be used in determining seniority.
- b. In each rank or classification, the senior employee shall be the employee with the most seniority to his credit in the particular rank or classification to which he has been most recently appointed.

## **ARTICLE XXVIII - INJURY WHILE ON DUTY**

Whenever a fire fighter is incapacitated for duty because of injury or sickness sustained in the performance of duty without fault of his own, he shall be indemnified for all expenses of such injury and be granted leave without loss of pay or any other benefits including accumulated sick leave for the period of such incapacity; provided, however, that no such leave shall be granted for any period after such fire fighter has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists; and provided further that such compensation shall, except as provided herein, be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time.

Further, no such paid leave shall be continued beyond a total of ten (10) calendar days in the event the physician designated by the appointing authority determines that the fire fighter is capable of performing limited duties on either a full time or less than full time basis subject only to the provisions contained herein. The Chief shall determine whether a position is available which the fire fighter is capable of performing and may or may not assign him to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein.

Any firefighter assigned to limited duty shall not be considered to be part of the regular complement and shall not be required to respond to alarms or ambulance calls.

Light or limited duty tasks shall include:

- a. Answering the telephone;
- b. Performing dispatch duties;
- c. Keeping records and maintaining department logs;
- d. Interviewing and dispensing information to members of the public;
- e. Typing;
- f. Fire prevention duties;
- g. Light maintenance duties;
- h. Computer operation;
- i. Supervision (applicable to supervisors only);
- j. Training;
- k. Other limited or light duty tasks agreed upon by the Chief and the Union.

Limited or light duty tasks will be Fire Department related and will normally be in-house duties. The Chief will make assignments of light duty for four consecutive ten (10) hour day shifts (0800 – 1800) followed by four consecutive days off.

If the fire fighter is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty and he is assigned to same and he does not report for same and he has not filed a timely appeal hereunder, his pay shall be discontinued and he shall be subject to disciplinary action.

Any fire fighter on "injured on duty" leave will not be eligible for overtime pay, unless he or she works a normal week, or if on light duty exceeds forty hours of work. The injured fire fighter must continue to maintain all EMT certifications as required by Article II.

If an injured on duty fire fighter cannot maintain EMT certification, he or she must submit a written report to the chief of Department stating the reasons.

Any fire fighter on "injured on duty" leave shall restrict outside employment and activities so as not to further aggravate or prolong an injury. All efforts shall be made for further improvement and return to full duty.

An injured on duty fire fighter may perform outside employment as long as the fire fighter's physician approves such activity. A copy of the physician's approval shall be submitted to the Chief of the Department. The Chief reserves the right to assign the injured fire fighter to light duty assignments in accordance with Article XX.

Outside activities shall be restricted, unless recommended by the attending physician, so that activities do not further aggravate or prolong an injury.

Outside activity and employment shall mean employment or activities that are not related to or outside of the scope of the Fire Department.

### **Appeal Process**

In the event the individual fire fighter's personal physician disagrees with the decision made by the physician designated by the appointing authority and he believes that the fire fighter is not

capable of returning to limited duty, the fire fighter shall cause his physician to confer with the physician designated by the appointing authority within ten (10) calendar days of the decision by the physician designated by the appointing authority.

A fire fighter assigned to light duty notwithstanding the continuing disagreement of his personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician

designated by the two conferring doctors. A fire fighter shall not be required to return to work during the pendency of the appeal. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the fire fighter is medically capable of being assigned to limited or light duty at that time.

If the fire fighter is determined by the third physician to be capable of returning to limited or light duty and he is assigned to same and he does not report for same, his pay shall be discontinued

and he shall be subject to disciplinary action. Nothing herein, however, shall prevent the Chief from having the fire fighter subsequently reexamined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the fire fighter has sufficiently recovered to commence light duty. The cost of the appeal procedure, namely payment of the third physician, shall be paid for by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Walpole from involuntarily retiring members. Further, nothing herein shall preclude an injured fire fighter from seeking and obtaining treatment for said injury from a physician of his choice. Nothing herein shall require or preclude the Chief from, or limit his discretion regarding the granting or denying of a request from a fire fighter out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

#### **ARTICLE XXIX - LONGEVITY PAY**

a. For the purpose of this Agreement, the following longevity policy shall be in effect:

After five years of service	\$ 400.00
After ten years of service	\$ 500.00
After fifteen years of service	\$ 600.00
After twenty years of service	\$ 700.00
After twenty-five years of service	\$ 800.00

b. Longevity payments are to be made annually the first pay period following an employee's service anniversary date.

c. Credit accrued as a permanent full time employee prior to this Agreement will remain standing to his credit.

## **ARTICLE XXX - UNIFORMS AND CLOTHING**

- a. New employees and newly promoted employees covered by this Agreement shall, upon permanent appointment, be issued one (1) dress uniform consisting of a pair of trousers, one blouse, one long-sleeved and one-short sleeved shirt, one cap, badges and insignia when appropriate. Should such clothing become unserviceable through ordinary use of such garments as intended by the parties hereto or the badge or insignia be damaged, destroyed, or lost through no neglect of the employee, it shall be replaced by the Employer. Should the above occur and the employee is deemed negligent by the Chief, the employee will bear all replacement costs.
- b. The Employer shall provide each member of the Association (subject to this Agreement) with a clothing allowance up to the following limits for each contract year:  
  
Six hundred dollars (\$600) in the case of each employee covered by this Agreement  
  
The above described allowances for Fire Department work clothes are to be paid upon presentation of receipts or invoices from supplier. It is agreed that each member of the association shall be permitted to use not more than fifteen percent (15%) of said clothing allowance on such clothing which contains the local, state, or international union's insignia and which could include t-shirts and sweatshirts.
- c. The Employer shall provide such protective clothing or safety devices as required by law and other such equipment and clothing as the Chief of Department may deem necessary and proper for the safety of the Employees.
- d. The cost of maintenance and cleaning will be borne by the Town. This pertains to both work and dress uniforms.

## **ARTICLE XXXI - WORKING OUT OF CLASSIFICATION**

Fire fighters covered by this Agreement who are ordered to serve temporarily in a position of higher rank shall be compensated at step one (1) of the wage range established for that higher rank. This article does not apply to the position of Chief.

## **ARTICLE XXXII - SHIFT EXCHANGE**

Employees of equal rank shall have the right to exchange shifts with prior approval of the Chief insofar as the change does not interfere with the operation of the Fire Department and as long as each of the employees agrees to assume the responsibility of the exchanged shift.

## **ARTICLE XXXIII - LIFE INSURANCE**

The Employer shall provide \$100,000 "Line Of Duty Death" life insurance protection for every member of the bargaining unit covered by this Agreement.

## **ARTICLE XXXIV - GROUP INSURANCE**

Employees covered by this Agreement shall be provided an opportunity to join the Town of Walpole Group Insurance Plan, which provides for group life insurance; accidental death and dismemberment insurance; hospitalization and surgical benefits and extended benefits care for employees and their eligible dependents on a contributory basis.

Admissions to membership in this plan shall be in accordance with the terms and conditions of the Contract between the Employer and the insurance carrier and as provided for in the appropriate Town By-Law.

Active Employee contribution rates toward premiums shall be as follows:

Hired prior to January 1, 2003 - 20%

Hired after January 1, 2003 but prior to July 1, 2014 - 30%

Hired on or after July 1, 2014 - 40%

As long as the Town remains a member of the West Suburban Health Group, the Employer and the Union agree that the Employer shall notify the Union of changes made to mandatory subjects of collective bargaining by the Board of Directors of said West Suburban Group. The Employer and the Union also agree that should the Union timely request to meet and discuss any changes to mandatory subjects of collective bargaining, the parties shall timely meet for the purpose of discussing the impact of the change(s) and not the decision to implement the change(s) itself.

#### **ARTICLE XXXV - LIABILITY PROTECTION**

The Town agrees that no fire fighter shall be liable for any injury, loss of property, personal injury or death caused by negligence or wrongful acts or omissions while acting within the scope of his employment. Providing a fire fighter reasonably cooperates with the Town, the Town agrees to defend the employee in such cases and will be responsible should damages be assessed against the fire fighter resulting from such negligence or wrongful acts or omissions as occurred within the scope of the fire fighter's employment. This protection does not cover civil rights claims or intentional torts.

#### **ARTICLE XXXVI - EMPLOYEE GRIEVANCE PROCEDURE**

The parties recognize that it is in the best interest of effective and harmonious performance of the duties and responsibilities of the Fire Department for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility. Therefore, an employee shall have the right to present any matter of personal concern to his immediate supervisor for adjustment without the necessity of intervention of the Union, as long as such adjustment is not inconsistent with the terms of this Agreement, provided, however, that the Union President may, if time permits, be advised of the existence of such matter of personal concern and shall be given the opportunity to be present, as an observer, during discussions between the employee and his supervisor to resolve the problem. All other problems, defined as grievances, shall be processed in accordance with the following procedures:

**Section 1 - Grievance defined** - A grievance shall be defined herein as a complaint between the Employer and the Union or an employee involving an alleged violation of a specific provision of this Agreement.

#### **Section 2 - Grievance Steps**

**Step 1 -** The grievance shall be presented, in writing, to the Fire Chief within ten (10) days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

- a. Name and classification of the employee;
- b. Nature of the grievance and contract provision involved;

- c. Steps taken to resolve the grievance informally;
- d. Requested remedy; and
- e. Signature of the employee or employees involved.

The Fire Chief or his designee shall give his answer in writing within five (5) calendar days of receipt of the grievance.

**Step 2 -** If the employee or Union is not satisfied with the answer given by the Fire Chief, the grievance may be submitted to the Town Administrator who shall consider it as soon as possible, but not later than ten (10) calendar days after receipt of the appeal. Written grievance processed to second step shall be submitted to the Town Administrator within five (5) days after receipt of the Fire Chief's answer.

**Step 3 -** If the employee or Union is not satisfied with the answer given by the Town Administrator, the grievance may be submitted to the Board of Selectmen who shall consider it as soon as possible, but not later than thirty (30) days after receipt of the appeal. Written grievance processed to third step shall be submitted to the Board of Selectmen within five (5) calendar days after receipt of the Town Administrator's answer.

### **Section 3 - Arbitration**

- a. If the grievance is not resolved by the answer of the Board of Selectmen within thirty (30) days of submittal at Step 3 as provided above, either party may, within twenty (20) days after such answer, upon written notice given to the other party, submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association.

No dispute or controversy shall be a subject for arbitration unless it involves an alleged violation of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceeding.

- b. Any disciplinary action or measure including discharge imposed upon an employee may be processed as a grievance by the employee. This section shall not apply to probationary employees.
- c. In the event of arbitration, the decision of the arbitrator shall be final and binding upon the parties hereto.
- d. The expense of the arbitrator's services and the proceedings shall be borne equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, and make copies available to the other party. Each party shall pay the cost of the verbatim transcript which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator.
- e. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit shall mean the grievance shall be considered settled on the basis of the decision last made and the grievance shall be without further appeal.

The arbitrator shall be without power or authority to modify, add to, alter, subtract from or change the terms of this Agreement.

- f. Failure of any party to respond within the agreed to time limit at any step of this grievance procedure shall be deemed to be a negative response and the grievance may proceed to the next level. Parties may, by written mutual consent, agree to extend the time limit of any step.

#### **ARTICLE XXXVII - POSTING OF FIRE RELATED SCHOOLS**

All fire related courses that the Chief may make available to any member of this bargaining unit shall be posted with an available sign-up sheet at the earliest date possible and shall remain posted for a period of at least six (6) days. The Chief shall retain the right to determine who shall attend, if anyone.

Forty (40) hours of coverage will be made available for each employee covered by this agreement without loss of time to attend fire related academy training with the approval of the Fire Chief. Employees shall be required to attend not less than twenty-four (24) hours of said training hours.

#### **ARTICLE XXXVIII - JOB LAYOFF AND RECALL**

In the event of a layoff, the person with the least seniority on the Permanent Fire Department shall be laid off first. Reinstatement shall be in the reverse order of seniority, that is, the person with the most seniority shall be rehired or reinstated first.

#### **ARTICLE XXXIX – EMPLOYEE IMMUNIZATIONS**

The Chief shall establish a program of providing annual (or as needed) immunization/test shots to employees who so request same. These shall be for the following: Hepatitis, Hepatitis titer, Influenza, and Tuberculosis. Further, employees will be informed of Town sponsored clinics.

#### **ARTICLE XXXX - APPENDICES AND AMENDMENTS**

All appendices and Amendments to this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

#### **ARTICLE XXXXI – DRUG & ALCOHOL TESTING POLICY**

Employees covered under this agreement shall be subject to a drug and alcohol testing policy of the Walpole Fire Department dated January 23, 2013 and attached hereto.

#### **ARTICLE XXXXII – SEXUAL HARASSMENT POLICY**

The Union hereby accepts the Sexual Harassment Policy of the Board of Selectmen, Section 201-004 of the Board's Policies & Procedures. Without unreasonably delaying the interview, employees interviewed as part of any sexual harassment allegation shall be afforded the opportunity to have union representation and legal counsel of their choosing at any meeting, and further discipline imposed shall be subject to grievance procedures contained herein.

**ARTICLE XXXXIII - EFFECT OF AGREEMENT**

- a. This instrument constitutes the entire Agreement of the Employer and the Association arrived at as a result of collective bargaining negotiations, except as shall have been reduced to writing and signed by the parties.
- b. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands respect to any subject not removed from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters 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.
- c. The waiver of any breach of condition of this Agreement by either party, shall not constitute a precedence with respect to future enforcement of all terms and conditions of this Agreement.

**ARTICLE XXXXIV - DURATION**

This Agreement and each of its provisions shall be in effect as of July 1, 2014, and shall continue in full force and effect until June 30, 2017, except as otherwise herein provided, and shall remain in full force until a successor agreement is reached.

Should either or both parties desire to modify this Agreement, they must notify to the other party, in writing, at least one hundred and twenty (120) days prior to the annual anniversary date of the Agreement that a modification is desired.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date of the Agreement.

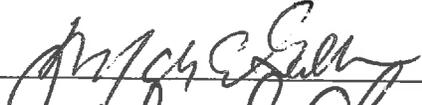
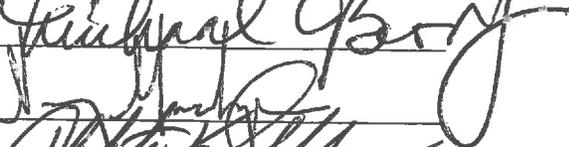
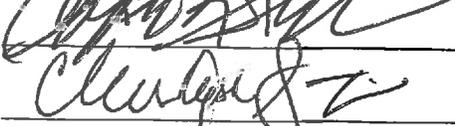
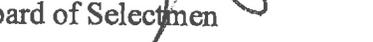
In witness thereof, the Employer has caused this instrument to be duly executed by its authorized designees and the Association acting in behalf of the Employees has caused this instrument to be signed by its proper officers hereunder authorized this 27 day of May, 2014.

**WALPOLE PERMANENT FIRE FIGHTERS ASSOCIATION, LOCAL #2464 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO**

**TOWN OF WALPOLE**

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 President  
  
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Officers of Association

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Board of Selectmen

