

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWN OF WEST BROOKFIELD  
AND WEST BROOKFIELD FIREFIGHTERS  
AFSCME Council 93 AFL-CIO  
JULY 1, 2024, THROUGH JULY 1, 2027



## PREAMBLE

Pursuant to the provisions of Chapter 150B of the General Laws of Massachusetts, as well as the July 20, 2023 Certification of Written Majority Authorization issued by the Department of Labor Relations for Case No. WMAM-23-10012, this collective bargaining agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the Town of West Brookfield (hereinafter referred to as the "Employer" or the "Town"), acting through its Select Board, and the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO (hereinafter referred to as the "Union " or "AFSCME") (the Town and AFSCME are hereinafter collectively referred to as the "Parties"). This Agreement sets forth the procedures for the equitable and peaceful resolution of grievances, wages, and terms and conditions of employment.

### **ARTICLE 1- EXECUTION DATE**

Pursuant to the provisions of Section 7 of Chapter 150E of the General Laws of Massachusetts, this Agreement is made for FY 2025-2027, from July 1, 2024 through July 1, 2027 by and between the Town and the Union .

### **ARTICLE 2 - RECOGNITION**

Section 1. The Town recognizes AFSCME as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work, standards of productivity and performance, and any and all other terms and conditions of employment for all regularly scheduled on-call firefighters employed by the Town, but excluding the Chief, the Deputy Chief, all managerial employees, confidential employees, casual employees, and all other employees employed by the Town.

The Town will not aid, promote, or finance any labor group, organization, or individual which purports to engage in collective bargaining, or negotiate with any individual unit member or make any agreement with any individual for the purpose of undermining AFSCME or changing any condition in this Agreement, unless agreed to by the Union and the Town.

Section 2. Any future amendments to the current Policies and Procedures Standard Operating Policy Revised (11/20) and to Standard Operating Guidelines, referred to hereinafter as "SOPS/SOGS," must be provided to the Union prior to implementation by the Town. Comments from the Union will be presented to the Fire Chief within 20 days of being served notice of any change. Any new SOPS/SOGS will not supersede this Agreement unless negotiated by the parties. It is understood that SOPS/SOGS that do not violate the Agreement are part of Management Rights. It is further understood that new SOPS/SOGS may be implemented by the Town after providing notice and an opportunity to comment and to impact bargain the SOPS/SOGS prior to implementation to the extent that they affect the terms and conditions of employment.



### **ARTICLE 3 – MANAGEMENT RIGHTS**

**MANAGEMENT RIGHTS** Nothing in this Agreement shall limit the Employer in the exercise of his function of management and in the direction and supervision of the Employer's business and/or as provided by State Statute or Town By-Laws. This includes but is not limited to the following:

- (a) the determination of methods, means, and personnel to conduct the operation and direction of the affairs of the department in all of its various aspects, and the taking of whatever actions are necessary to carry out the mission of the Fire Department as outlined in the SOPS/SOGS.
- (b) the determination of the level of services to be provided.
- (c) the selection, appointment, hiring, employing, direction, control, supervision, assignment, transfer, and training of officers and firefighters.
- (d) the demotion, suspension, discipline, relief from duty or discharge of officers and firefighters with good cause, The term “Good Cause” shall be defined as any ground that is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the Town.
- (e) the making, implementation, amendment, and the enforcement of Rules and regulations and operation and administrative procedures as the Fire Chief/ Town deems necessary.
- (f) the right to determine the extent to which work will be performed by an officer and to determine the hours for the number of officers, and to institute layoff(s) because of lack of work or other legitimate reasons; establish new jobs; abolish or change existing jobs; and determine where and by whom work will be done.
- (g) the institution of technological changes or the revising of procedures, systems, or equipment.
- (h) the planning, determination, direction, and control of all the operations and services of the Department (and its units and programs).
- (i) the increase, diminishment, change or discontinuation of operations in whole or in part.
- (j) the alteration, addition or elimination of existing methods, equipment, facilities, or programs.
- (k) to determine the methods, facilities, processes, services, or techniques of the Department; and
- (l) the direction, supervision, and evaluation of the employees, including the establishment of the evaluation instrument, and the conducting of an annually written evaluation

Notwithstanding any provisions of this Agreement to the contrary, during an emergency the Town shall have the right to take any action necessary to meet the emergency.

### **ARTICLE 4 - NO STRIKE/UNION SECURITY**

**Section 1.** The Union and the Employer agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union agrees that neither the Union, nor any member of the bargaining unit, will participate in or support any strike, work





stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule or refusal to perform in whole or in part the duties of employment, however established. No member of the bargaining unit shall refuse to cross any picket line in the performance of duty. The Employer for the duration of this agreement agrees that it will not lock out any of the employees covered under this contract. This section does not impact any other employment that the Union member may have separate and apart from the Town of West Brookfield

**Section 2.** Should any member of the bargaining unit engage in any job action as described in this Article, the Union shall forthwith disavow such activity and refuse to recognize any picket line established in connection therewith, and shall, at the request of the Town, take all reasonable means to induce such member or members to terminate any such job action.

**Section 3.** Violation of this Article by a member of the bargaining unit or refusal to cross any picket line in the performance of duty shall be a violation of this Article.

**Section 4.** The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article, and the Union agrees that any violation of this Article by an employee of the Union shall constitute irreparable harm for purposes of seeking a preliminary injunction.

#### **ARTICLE 5 - CALL TO OR RELEASE FROM DUTY**

The Chief, or his designee, shall have the sole authority, right, and discretion to determine the call to duty and release from duty of all firefighters, including the number of firefighters to be called or released, the method to be used to call or release the firefighters, and when firefighters are to be called to or released from duty from the initial call. The actions of the Chief or his designee pursuant to this provision shall be final and not subject to any grievance or arbitration procedure, or any other appeal to any forum, board, or court. Notwithstanding the foregoing, and with the understanding that the Chief retains the right to assign personnel for efficiency, sound management and safety, the Chief shall use his best efforts to release on-call firefighters from the initial call upon completion of the emergency event upon request, for the purposes of allowing the on-call firefighter to return to his or her full-time employment.

#### **ARTICLE 6- UNION RIGHTS**

**Section 1.** The Town will allow a duly authorized Union representative or steward reasonable occasional access to the Town's premises, with sufficient advance notice, for the purpose of conferring with employees covered by this Agreement when necessary to enforce this Agreement. Such visits with Union stewards and /or employees shall not interfere with the operations of the Town and the safety and privacy of the community and employees shall remain paramount. Union Meetings may be held in a conference room in the Town Hall, or in the Great Hall. The room will need to be booked with the Executive Assistant to the Board of Selectmen in advance of the meeting. The Fire Chief shall not be asked to leave the Fire Department while the Union conducts Union business.





**Section 2.** The Town will provide a bulletin board in a designated employee-only area for the purpose of posting Union materials and matters relating to collective bargaining. All notices posted on the bulletin board shall be approved by the Union before posting. The Union agrees that no material should be posted which is inflammatory, profane, obscene, defamatory, or derogatory to the Town and its employees, leadership, supporters or community. Within 24 hours of a request by the Town, the Union shall remove inflammatory, profane, obscene, defamatory, or derogatory material on the bulletin board.

**Section 3.** The Union will furnish the Town with a list of stewards and Union officials at the time of their election. Upon reasonable request the Union will provide an updated list of stewards and officials, should they change.

**Section 4.** For the purpose of attending a meeting with management regarding the investigation of, the filing of, and processing grievances, one (1) steward or other Union officer will be allowed to attend the meeting. If the meeting requires additional members of the bargaining unit to be in attendance the Town and the Union shall agree to the number of additional members allowed to be at the meeting.

#### **ARTICLE 7-UNION DUES/ AGENCY FEE**

**Section 1.** The Town agrees to deduct, on a monthly (or whatever payroll period exists, if different) basis, from the earnings of any employee who has voluntarily and individually authorized the making of such deduction by filing a written authorization therefore with the Town, in a form annexed hereto as **Appendix A** (see Union Card). All such payments shall be made in accordance with the terms of authorizations received from employees. The Town shall not be required to make deductions with respect to an employee in which the employee is on an approved leave of absence or layoff. The Town shall cease to make deductions upon the employee's cessation of employment or transfer to a position not covered by this Agreement, or upon the revocation of the authorization in accordance with its name or with applicable law. The Town will remit a payment to the Union's Massachusetts Regional Office located at 8 Beacon Street, Sixth Floor, Boston, MA 02108 each month and said payments shall be for the calendar month most recently completed. Said payments will be made, whenever possible, within the thirty (30) days immediately following the month to which the payments are being made.

Accompanying each monthly payment, the Town will provide a list of names, addresses, phone numbers, D.O.B, title, hire date, and compensation rate of the active employees covered by the bargaining unit and the amount of Union dues/agency service fees paid on behalf of each employee that month.



Regarding the annual amounts to be collected by the Town for Union dues and agency service fees, the Union will provide no less than one month's advance notice of any future changes to the rates. Also, to the extent the amount to be remitted turns on an employee's full time or part-time status and/or the number of part-time hours the employee works, the Town will be basing its payments on the employee's regularly scheduled standard work hours rather than based on the specific number of different hours an employee may have worked on any given week or month.

**Section 2.** Agency Service Fees Each employee who elects not to join or maintain membership in the Union shall voluntarily pay, thirty (30) days following the commencement of their employment, a service fee to the Union in any amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union. Withheld amounts will be forwarded to the designated Union officer quarterly during the calendar month following the end of the calendar quarter in which the agency fee deductions were taken, together with the record of the amount and the names of those for whom deductions have been made. The Town shall not be required to make deductions with respect to an employee for a workweek in which the employee is on an approved leave of absence or layoff. The Town shall cease to make deductions upon the employee's cessation of employment or transfer to a position not covered by this Agreement, or upon the revocation of the authorization in accordance with its name or with applicable law.

Agency service fees shall not include costs associated with the following Union activities: contribution to political candidates or political committees for a candidate or political party; publicizing of an organization preference for a candidate for political office; contributions to charitable, religious or ideological causes not germane to its duties as an exclusive bargaining agent.

**Section 3.** The Union agrees to defend, indemnify and hold the Town harmless from and against any and all claims, suits and other forms of liability arising out of Union dues or agency fees paid pursuant to this Article 7.

## **ARTICLE 8 – SENIORITY**

For the purpose of determining seniority, length of service shall be computed from the first date of employment, including any probationary period, unless such service has been interrupted by an absence from the payroll for more than one year, in which case length of service shall be computed from the date of restoration to the payroll; but upon continuous service following such absence for a period of twice the length of the absence, length of service shall be computed from the date of original employment less the period of absence from the payroll. For the purposes of





determining seniority for firefighters whose service has been interrupted by an absence of more than five (5) years, only that service from the date of return to the department shall apply.

#### **ARTICLE 9–NON-DISCRIMINATION**

**Section 1.** Neither the Town nor the Union will discriminate against any employee based on race, color, religion, sex, age (as defined by law), sexual preference, union membership, national origin or handicap. The Town will adhere to both federal and state law regarding non-discrimination. This Article shall be non-arbitrable and non-grievable.

**Section 2.** No employee for employment covered by this Agreement shall be discriminated against because of membership in the Union or because of activities on behalf of the Union.

#### **ARTICLE 10 – SEXUAL HARRASSMENT POLICY/ ETHICS**

Within two (2) years of implementation of this Agreement, and biennially thereafter, firefighters shall review and sign off on the Town's then sexual harassment policy and complete all required State Ethics compliance reporting and training.

#### **ARTICLE 11 - PAY PROCEDURES AND DATA**

**Section 1.** Payday - Employees shall be paid monthly and on the same day as all other town employees with the exception of an emergency delay, and the pay shall cover all money owed for the preceding pay period.

**Section 2.** Paycheck Data - Payroll checks shall include a stub which shall contain the following items for the payroll period covered by the check: hours worked, current straight time base hourly rate of pay, date, gross wages, gross wages year to date, net pay, sick day status and itemized deductions made therefrom.

#### **ARTICLE 12 – CONDITIONS OF EMPLOYMENT**

**Section 1.** Logging of Fire Apparatus. As a condition of employment, the senior firefighter on duty will be responsible for logging, on the Fire Report, the time of departure from, and time of return to, the fire station of each piece of fire apparatus dispatched during his/her call, and its destination.

**Section 2.** Required Training (CPR First-Aid and Automated External Defibrillator (AED)). As a condition of employment, firefighters covered under this Agreement will be required, by September 30, 2024, to successfully complete training as required by Massachusetts General Laws (Chapter 111, Section 201), which will include CPR certification as needed for first responders, and AED as required by the first responder training law. The Town will provide the required training. For new firefighters hired by the Department, such firefighters shall complete said training within 90 days of commencement of employment. The Town will provide training for IS 100, IS 200, IS 700, and IS 800 with prior approval of the Fire Chief. Effective July 1,





2024, the Town will pay for two hours training for the IS 100, IS 200, IS 700, and IS 800 training modules, for a maximum of eight hours total per firefighter. If any firefighter receives eight hours of pay under this section and fails the training or otherwise needs to retake a training module, said firefighter will take such training without additional pay by the Town.

**Section 3.** Change of Residence. All members must provide the Town with his/her current address and telephone number, including street name, number, and zip code. In addition, a member must notify the Fire Chief in writing of any permanent change of residence address or temporary change of residence lasting one (1) month or more within one (1) week of change of residence, listing such information as required by this Section.

## **ARTICLE 13-TRAINING**

Section 1. Firefighters shall successfully complete the Firefighter One and Two training program offered by the Massachusetts Fire Academy within one (1) year of the date of employment with the Department.

Section 2. Firefighters shall notify the Fire Chief in writing at least two (2) weeks in advance when they will be away on vacation or otherwise unavailable. If the firefighter will be absent from work due to reasons unrelated to vacation, the firefighter shall notify the Fire Chief in writing as soon as possible after learning of the event.

Section 3. Firefighters shall provide records or certificates of any training they have taken with respect to firefighter training.

## **ARTICLE 14 – EQUIPMENT**

Unless modified by this Agreement, the SOPS/SOGS as described in Article 2 -Recognition and Article 3 - Management Rights shall describe the equipment given to firefighters. No fire department equipment will be used for personal use. Equipment may only be utilized for official Department purposes. No non-department individuals may ride in any fire vehicle without the approval of the Fire Chief. All equipment is the property of the Town and shall be returned within seven (7) days of the conclusion of employment. Further provisions regarding Equipment are as follows.

**Section 1.** Subject to appropriation, by the end of the contract (June 30, 2027), the Town will order sufficient turnout gear so that each firefighter will have two coats, two bunker pants, two hoods and two sets of gloves. Each firefighter will be entitled to one helmet and one pair of boots.

**Section 2.** The Town of West Brookfield will provide one (1) AED defibrillator on the three primary apparatuses, one of which shall include the Fire Chief's Vehicle (Car One) . The pads, batteries and any other accessories shall be maintained and within expiration dates. All AED defibrillators will be maintained by the Fire Department.



**Section 3.** Fire vehicle repairs which are required to be performed by a American Safety Engineers (ASE)-certified mechanic shall be performed by a certified mechanic. This section shall not apply to routine maintenance items such as oil changes.

**Section 4.** Safety concerns involving apparatus, equipment, or turnout gear will be reported by the firefighter and the Chief will respond within seven (7) days.

## **ARTICLE 15 – LABOR MANAGEMENT**

**Section 1. Meeting Schedule:** For the purpose of maintaining communications between the Union and the Town in order to cooperatively discuss and solve problems of mutual concern and to promote the health and safety of its employees, the parties agree to meet upon request by the Union. Should both parties agree, these meetings may be held more or less frequently.

**Section 2.** The Fire Chief or his designated agent will meet with Union representatives once every quarter for the purpose of exchanging information of general interest, concern and relevance to unit employees. The date, time, and place of such will be designated mutually by the Fire Chief and the Union. Meetings will take place on the condition that one of the parties requests the meeting, and such a request, accompanied by an agenda describing the topics of discussion, is submitted in writing no later than seven (7) workdays prior to the end of the one-month period. The Union representative at such meetings shall be officers and/or shop stewards not to exceed two in number. It is understood that such meetings shall not involve discussion of any outstanding grievances or employee complaints against their immediate supervisor.

## **Article 16- STAFF TRAINING COMMITTEE**

**Section 1.** Fire Fighters are required to complete their Fireground Ready Sheet within six (6) months of their hire date.

**Section 2.** The Town and the Union agree that there shall be Staff Training Committees responsible for the development of recommendations to the Fire Chief for the establishment, change and review of training programs designed to maximize the skills and knowledge of the staff.

**Section 3. Committee Composition:** The respective parties shall each designate up to two (2) of their own representatives. However, from time to time, should it become helpful to bring additional persons due to matters of specialized concern or expertise, that party shall notify the other in advance of the meeting. Both parties shall agree on the number of additional representatives that will be allowed to attend the meeting in advance of such meeting. Whenever possible, agendas will be sent out in advance of a meeting under this Article to facilitate effective use of time.





**Section 4.** The Fire Chief shall respond in writing to all written recommendations of the Committee.

**Section 5.** The Town will reimburse employees for attendance at conferences, seminars, briefing sessions, or other functions of a similar nature intended to improve or upgrade the individuals' professional ability and skills, so long as the attendance at such training and reimbursement of expenses is approved in writing by the Fire Chief in advance. This training will be subject to budgetary limitations and will not be unreasonably denied, provided there are sufficient budgetary resources.

### **Article 17- GRIEVANCE PROCEDURE**

The term "grievance," as used in this Agreement, shall be narrowly construed to mean an express violation of the written terms of this Agreement. The grievance shall be submitted in writing and shall identify with specificity the provision(s) of the agreement alleged to have been violated.

Employees covered by this collective bargaining agreement may not be disciplined, suspended, or discharged without Good Cause. The term "Good Cause" shall be defined as any ground that is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the Town.

Grievances shall be processed as follows:

#### **Step 1:**

Any Grievance shall be referred in writing to the Fire Chief within fifteen working days. The Fire Chief shall discuss the grievance within fifteen (15) working days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief shall give his written answer to the Union within fifteen (15) working days following their meeting.

#### **Step 2:**

If the grievance is not settled in Step 1 and the Union desires to appeal, the grievance shall be referred by the Union in writing to the Town Administrator within fifteen (15) working days after the Fire Chief's answer in Step 1. A meeting between the Town Administrator and the Union Representative shall be held at a time mutually agreeable to the parties within fifteen (15) working days of receipt of the Union's appeal. If no settlement is reached, the Town Administrator shall give its written answer to the Union within fifteen (15) working days following the meeting.

Arbitration:

- (a) Within thirty working days of receipt of the Step 2 response, the Union may elect to submit a grievance to arbitration. The arbitrator shall be selected according to and governed by the following procedure: The Union shall submit a request to the Labor



Relations Connection to provide a panel of arbitrators. Said arbitrator is then to be selected from that panel pursuant to the provisions of the Labor Relations Connection Labor Arbitration Rules.

- (b) The fees of the Labor Relations Connection and of the arbitrator and the expenses of any required hearings shall be shared equally by the Town and the Union, but each party shall bear the expenses of its representatives, participants, and for the preparation and representation of its own case.
- (c) The arbitrator's award shall be in writing and shall set forth the findings of fact with reasoning and conclusions. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching the decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Town and the Union and shall be final and binding upon the Town and the Union.
- (d) Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator. The arbitrator shall have no power with respect to any right or relief for any period prior to the effective date of this Agreement.

## **ARTICLE 18- DISCHARGE, DEMOTION, DISCIPLINARY ACTION**

**Section 1.** Employees covered by this collective bargaining agreement may not be disciplined, suspended, or discharged without Good Cause.

**Section 2.** In the event an employee is discharged, demoted, or disciplined, he/she shall be given a written statement of the reasons(s) for such action.

**Section 3.** The Town shall not suspend, demote, transfer or discharge any employee without cause. The employee and his/her Stewards will be notified within three (3) days.

## **Article 19 – PARENTAL LEAVE**

Employees who meet the statutory criteria to receive statutory parental leave shall be entitled to take up to eight (8) weeks of unpaid leave time in accordance with the Massachusetts Parental Leave law, MGL c.149 Section 105D, or additional time as may be authorized by amendments to the Parental Leave law.

## **ARTICLE 20 – WAGES**

All Firefighters, including officers , shall be paid for actual time worked, subject to the Call-Back provisions of Article 29.

Firefighters subject to this Agreement shall receive the following wage increases:





FY 2025 : One (1) percent (retroactive)

FY 2026: One (1) percent

FY 2027: One (1) percent.

The Town will ensure that each Firefighter subject to this Agreement will receive no less than the applicable state minimum wage for each hour worked.

## **ARTICLE 21- INTERPRETATION OF AGREEMENT**

The only persons qualified to interpret this Agreement on behalf of the Union shall be the Officers of the Union and the only persons qualified to interpret this Agreement on behalf of the Employer shall be the Fire Chief and the Town Administrator.

## **ARTICLE 22 - STABILITY OF AGREEMENT**

**Section 1.** No agreement, understanding, alteration, or variation of this Agreement's terms or provisions contained herein shall bind the parties unless made and executed in writing by the parties hereto.

**Section 2.** The failure of the Town or the Union to insist upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

**Section 3.** If any Article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

## **ARTICLE 23- SEVERABILITY**

Should any provision or provisions of this Agreement or any application thereof become unlawful by virtue of any Federal, State, or Municipal Law, or executive order of the President of the United States, or Governor of the Commonwealth of Massachusetts, pursuant to law, or by final adjudication of any court of competent jurisdiction, the provision or provisions or the application of a provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof to the fullest extent permitted by law.





## **Article 24- Certifications**

**Section 1. Stipends for Certification** - Firefighters covered under this Agreement shall receive a stipend in the amount of fifty (\$50.00) for each certification pre-approved by the Chief

**Section 2. Firefighter I/II One Time Stipend** – Firefighters after the effective date of this Agreement (July 1, 2024) who have completed Firefighter I and Firefighter II Training shall be eligible for a one-time stipend of two thousand dollars (\$2000.00), upon providing documentation showing the satisfactory completion of said training. Documentation which is acceptable to the Fire Chief must be presented by the firefighter. As a condition to receiving said stipend, each firefighter will agree to sign a contract agreeing to commit to serve as firefighter for two (2) years from the date that the stipend is paid by the Town, and which requires the Firefighter to respond to at least 50% of the fire calls and 85% of the training sessions during such two year period, with the firefighter to return such stipend in full within thirty (30) days if he or she leaves the West Brookfield Fire Department within said two (2) year contract period.

## **Article 25-Holidays**

Bargaining Unit members will receive time and one half time when responding to any incident on the following Holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

## **Article 26- Overtime**

**Section 1.** Firefighters shall be compensated at time and one half their normal fire service rate for any hours authorized and actually worked in excess of eight (8) in any single working day.

**Section 2.** The work week will start on Monday at 00:00 and end on Sunday 23:59.

## **Article 27- Injured on Duty**

**Section 1.** Any call firefighter injured, through no fault of their own, while performing their duty or any activity authorized by the Employer's designee, that is within the scope of Fire Service shall be entitled to benefits to the extent allowed by Massachusetts Law. The phrase "through no fault of their own" shall be defined in accordance with law.

**Section 2. Report of Injury.** Any call firefighter injured while performing their duty as a call firefighter must report the injury immediately to a superior officer. The initial report may be



made orally. However, the firefighter must file with the Fire Chief, as soon as practical after the incident, a written report of the injury on a form provided by the Town and made available by the Fire Chief. If the call firefighter is unable to file the report because of the nature or extent of their injuries, the report may be completed and submitted by someone acting on their behalf. The Fire Chief shall forward a copy of the form to the Town Administrator.

**Section 3. Indemnification for Medical and Related Expenses.** Calls firefighters injured while performing their duty will be entitled to benefits under Chapter 41, Sections 100 and 111F to the extent permitted by law.

**Section 4.** This article is non-grievable and non-arbitrable.

**Article 27 Heart and Circulatory Law:** Upon local acceptance of G.L. c. 32, §85H ½, on-call firefighters shall be entitled to the benefits of this statute to the extent permitted by law. This article is non-grievable and non-arbitrable.

### **Article 28- Light Duty**

**Section 1.** Assuming there is light duty work available, the Chief has the discretion to assign on-call firefighters to light duty work upon provision of a doctor's note documenting that the on-call firefighter is able to perform light duty work.

**Section 2.** Light duty assignments shall include any duty to which a Firefighter might otherwise be assigned, consistent with such Firefighter's physical limitations, including, but not limited to clerical, training, investigative assistance, court work, school related work, public relations, inspections, station monitoring, clean-up or similar duties.

### **Article 29-Call Back Pay**

During the hours of 7 AM and 8:59 PM, there will be a one (1) hour minimum for firefighters who respond to calls for service from home outside the station. Between the hours of 9PM and 7AM there will be a three (3) hour minimum for department members who respond to calls for service from home or outside the fire station.

### **Article 30-Union Outreach**

**Section 1.** The union will use its best efforts to become involved in and outreach to the West Brookfield community, potentially including sponsoring a band during the summer concert series.

**Section 2.** Annually the Firefighter's Union shall hold a recruitment program for potential new members to join the Department. All potential new candidates are subject to appointment by the Fire Chief.



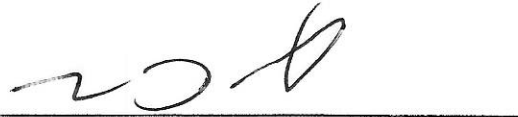


Section 3. Any additional comfort items for the fire station, such as furniture, televisions and kitchen items, shall be paid for by the union or the Firefighter's Association in full.

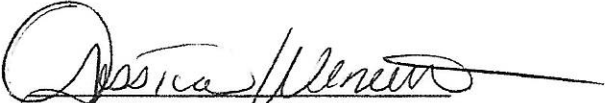
Signed:

WEST BROOKFIELD  
BOARD OF SELECTMEN

AFSCME LOCAL 1364



Chair,  
West Brookfield Board of Selectmen  
Dated: September \_\_, 2024



Jessica Wemette AFSCME  
Council 93  
September 1, 2024



Member, Select Board



Josh Gagnon  
West Brookfield  
Firefighters' Union



Member, Select Board

TOWN ACCOUNTANT



APPROVED AS TO LEGAL FORM:



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Christopher J. Petrini  
Town Counsel  
September 3, 2024



Appendix A  
Union Card  
(Article 7, Section 1)

AFSCME  
STRONG

## AFSCME Council 93

**Yes! I am AFSCME Strong.**  
I want a strong voice at work and in my community

**Yes, sign me up to:**

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

## Membership Application

**American Federation of State, County and Municipal Employees  
Membership and Authorization for Dues Deduction**

New Member      **PLEASE PRINT LEGIBLY.**       Re-commit

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Local Number _____	Employer _____
Last Name _____	First Name _____ MI _____
Street Address _____	Apt. No. _____
City _____	State _____ ZIP Code _____
SSN (last four digits) _____	Employee ID # _____ Job Title _____
Cell Phone _____	Personal E-mail Address _____

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contribution Form**      **Become a PEOPLE MVP for \$8.35/ month (\$100 annually)**

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

**Deduction Per Pay Period**

\$5    \$10    \$15

Other: \$ \_\_\_\_\_ each pp

Circle jacket size: S M L XL 2X. Other: \_\_\_\_\_

**For Office Use Only**

CHECK RECEIVED

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

**PLEASE PRINT LEGIBLY.**

Last Name _____	First Name _____ MI _____
Street Address _____	Apt. No. _____
City _____	State _____ ZIP Code _____
SSN (last four digits) _____	Employee ID # _____ Occupation _____
Local Number _____	Employer _____
Cell Phone _____	Home Phone _____

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Personal E-mail Address \_\_\_\_\_





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I'm AFSCME STRONG  
and ready to get to work

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STRONG**



**We Make Northern New England Happen!**

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