

**TOWN OF WHITMAN
AND
LOCAL 1769, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO**

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Town of Whitman (hereinafter referred to as “the Town”) and the Whitman Firefighters Association, Local 1769, IAFF (hereinafter referred to as “the Union”)

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2017 through and including June 30, 2020; and

WHEREAS, the duly-authorized representatives of the Town and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the Board of Selectmen and the membership of the Union, and funding by Whitman Town Meeting, agreed to a successor agreement for the period of July 1, 2020 through and including June 30, 2021;

NOW, THEREFORE, in consideration of mutual promises and covenants, the Parties hereto agree as follows:

1. Prior Agreement

The Collective Bargaining Agreement in effect for the period July 1, 2017 through and including June 30, 2020, shall be in full force and effect for the period July 1, 2020 through and including June 30, 2021, except as modified by this **MEMORANDUM OF UNDERSTANDING**.

2. Duration

One Year: July 1, 2020 – June 30, 2021

3. Article XIV, Section One: Salaries

Effective July 1, 2020 – increase salary schedule by 2%

3. Article XIII, Section 1(B): Work Schedule

Work Schedule

Change the work schedule to 24 on, 48 off, 24 on, 4 off, with no implementation costs to the Town.

The Union agrees to waive the 5 days off currently required by Article XIII, Section 1(B).

Tour of Duty

Change tour to 0700 start time:

“The normal tour of duty for employees shall be twenty-four hours (from ~~0800~~ **0700** hours on one day to ~~0800~~ **0700** hours on the following day. This tour shall be divided into a day shift of ten (10) hours (~~0800~~ **0700** to ~~1800~~ **1700**) and a night shift of fourteen (14) hours (~~1800~~ **1700** to ~~0800~~ **0700**).”

4. Article VIII, Section 8: Uniforms

Allow current T shirts with Whitman Fire logo, etc., as approved by the Chief, to be worn, year round.

5. Article XI – Fire Watch (Private Details) Cancellation

2 hour minimum where a private detail is cancelled by the third party with less than 48 hours notice to the firefighter. PFFM and Town details not included.

6. Personnel Policies

Create a subcommittee to negotiate over those portions of the Town’s personnel policies identified by the Union as constituting a “change” in existing working conditions.

7. Deputy Chief Side Letter

Extend provisions of the side letter to delay implementation until July 1, 2021.

8. Comp Time

Create a one year pilot program for the period of July 1, 2020 to June 30, 2021, as follows:

- a. Firefighter may elect to take comp time in lieu of overtime compensation;
- b. Comp Time accrual is limited to 24 hours;

- c. Comp Time is earned hour for hour (for 24 hours of overtime work the Firefighter would accrue 24 hours of comp time);
- d. Comp Time must be taken in complete shifts (24, 14 or 10 shifts);
- f. All accrued Comp Time must be used by June 30, 2021 or is forfeited. There will be no cash out.

The terms of this one year pilot will expire on June 30, 2021.

9. Article XVI, Section 2 (a) – Fill In Time – Officer Shifts

Amend to read as follows:

Officer shifts shall be filled by first calling for an officer. If no officer is available, then the available shift will be next offered to privates with ten (10) or more years of experience with the Whitman Fire and Rescue Department. If the shift is still unable to be filled after exhausting the prior two lists, then the shift may be offered to privates with less than ten (10) years experience with the Department. *Firefighters filling in for an officer under the provisions of this Section shall perform all duties of the absent officer, including administrative tasks.*

10. Article XVII, Section 2, Paragraph 5 – Light Duty Tasks

Amend to read as follows:

The light duty tasks to which a member of the bargaining unit may be assigned shall consist only of tasks that have been customarily performed by other members of the Whitman Fire Department, including any of the following:

- 1. answering the telephone;
- 2. operating the dispatch radio *and/or similar equipment*;
- 3. keeping records, *paper and/or digital*;
- 4. maintaining departmental logs, *paper and/or digital*;
- 5. interviewing and dispensing information to members of the public;
- 6. typing *and/or data entry*;
- 7. *assisting with and/or* performing inspections;
- 8. *as part of general desk duties, monitor station security camera system consistent with September 5, 2018 Memorandum of Agreement*;
- 9. *attend trainings as determined by the Chief*; and,

8. other similar duties as assigned, not inconsistent with the physician's recommendation.

This Memorandum is subject to ratification by the parties and approval by Town Meeting. The parties agree to use their best efforts to obtain ratification by their respective bodies.

SIGNED this 12th day of March, 2020.

**TOWN OF WHITMAN
BOARD OF SELECTMEN**



**WHITMAN FIRE UNION
LOCAL 1769**

