



Town of Billerica

Collective Bargaining Agreement

between the

Town of Billerica

and the

Billerica Fire Alarm Operators

Local 1495

JULY 1, 2023 TO JUNE 30, 2026

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ARTICLE 1 – RECOGNITION

The Town hereby recognizes the Billerica Fire Dispatch as a unit of the Billerica Firefighters Local 1495, an affiliate of The International Association of Firefighters (I.A.F.F.) as the exclusive bargaining representative for full and regular part time fire Dispatchers, excluding the Chief, acting Chief, Firefighters and fire department clerks.

There shall be no strike or lockout during the term of this Agreement.

ARTICLE 1A - RULES AND REGULATIONS

The Town and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this agreement so long as such rules and regulations do not conflict with the terms or conditions of this Collective Bargaining Agreement.

ARTICLE 1B - MANAGEMENT RIGHTS

The Town shall not be deemed to be limited in any way by this Agreement in the performance of regular and customary functions of municipal management and reserves and maintains all powers, authority and prerogatives including, without limitation, the exclusive right to issue reasonable departmental rules and regulations governing conduct of the various departmental operations, provided said rules and regulations are not inconsistent with the express provisions of this Agreement, applicable laws and regulations:

1. To direct employees in the performance of their duties.
2. To hire, promote, transfer, assign and to suspend, demote, discharge and to relieve employees from duty.
3. The Fire Chief shall determine the methods, means, and personnel by which such operations are to be conducted.
4. The Fire Chief may make whatever actions necessary to carry out the Department's mission in emergency situations.
5. To maintain the efficiency of the operations entrusted to it.

ARTICLE 1C - STABILITY OF AGREEMENT

SECTION 1 – No amendment, alterations, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

SECTION 2 – The failure of the Town or unit to insist, in any one or more situations, upon performance of any terms or provisions of this agreement, shall not be considered a waiver or relinquishment of the rights of the Town or the unit to future performance of any term or provision, and the obligations of the Town and the unit to such future performance shall continue.

ARTICLE 2 - CREDIT UNION

SECTION 1 – Employees covered under this Agreement shall be allowed to participate in a Credit Union incorporated pursuant to Massachusetts General Laws, Chapter 171.

ARTICLE 3 - GRIEVANCE PROCEDURE

GRIEVANCE ARBITRATION

A grievance arising out of the interpretation or application of this Agreement may be processed in the following manner:

STEP 1: The Union and/or an employee or group of employees shall initiate the grievance in writing with the Chief or his designee within fourteen (14) calendar days in writing.

STEP 2: If the grievance remains unsettled after Step 1, it shall be presented in writing to the Town Manager within fourteen (14) calendar days after the Chief's response is due. The Town Manager shall respond in writing within fourteen (14) calendar days.

STEP 3: If the grievance remains unsettled after Step 2, the Union may, within fifteen (15) calendar days of the due date of the Town Manager's response, submit the grievance to the Massachusetts Board of Conciliation and Arbitration. The Arbitrator shall have no authority to add to, subtract from, alter or amend this Agreement. His/her decision shall be binding upon the parties. The fees and other expenses of the Arbitrator shall be shared equally by the parties.

Employees, not to exceed two (2) participating in such grievance arbitration, shall be on administrative leave when such participation occurs during their regular work schedule.

Failure to process the grievance within the above time limits shall constitute a waiver of the grievance.

A complaint not arising out of the interpretation of the Agreement may be processed only through Step 1 of the procedure.

ARTICLE 4 – DISCIPLINE

1. No employee shall be discipline, demoted, transferred, reprimanded or discharged involuntarily except for just cause.
2. Any employee covered by the provisions of the Agreement subjected to actual specific disciplinary action(s) shall and must receive written notification stipulating the specific infractions and the specific action(s) to be taken for such infraction(s).
3. Upon disciplinary actions allegedly not for just cause, the employee may file a claim through this Agreement.
4. Written selection of the claim process in Step #3 must be filed with the Town Manager or his/her designee or Appointing Authority, whoever is applicable and required, within ten (10) business days of receiving written notification in Step #2.
5. Failure to elect a claim process in Step #3 within ten (10) business days to the *appropriate* Town official shall constitute a waiver of both Section VI of the Agreement.

ARTICLE 5 - JUST CAUSE

The Town shall not discipline, demote, suspend or discharge an Employee without just cause.

ARTICLE 6 - RE-HIRING POLICY

All employees, covered by the provisions of this Agreement, effected by layoffs, cutbacks, position eliminations or severe actions shall be considered first relative to the re-hiring process as positions become available within the Town of Billerica. Reasonable and sincere attempts shall be made ty the Town to rehire each employee per classification, title, and position duties and responsibilities.

ARTICLE 7 - TERMINATION OF EMPLOYMENT

1. Whenever an employee terminates his/her employment with the Town of Billerica, all benefits associated with cash compensation, which are accumulative in nature, i.e. vacation days, personal days, and sick days shall be paid at the established rate of pay for that time.
2. The employee shall also receive all other pay due at the time of employment termination from the Town of Billerica.
3. Termination status of employment shall be regarded as:
 - (a) Voluntary separation in good standing; or
 - (b) Retirement; or
 - (c) Death

and qualifies the employee for compensation of full and pro-rated benefits due him/her.

4. All compensation shall be paid to the employee or, in the event of his/her death; payment shall be made to the employee's estate.

ARTICLE 8 – LAYOFFS

1. Employees shall have seniority rights in their specific classification according to date of hire, subject to the prevailing provisions of Massachusetts General Laws Chapter 31, dealing with layoff and recall rights, if applicable.
2. A fire Dispatcher who is reduced in hours or laid off shall be place on a recall list.
3. No new fire Dispatchers will be hired until the current recall list for this classification is exhausted.
4. In the event of a layoff , affected employees shall be entitled to be compensated for all unused sick leave and all vacation days to which they are entitled as of the layoff date.

ARTICLE 9 – HOLIDAYS

SECTION 1 – The Town agrees that the following twelve (12) holidays will be granted as paid holidays:

Labor Day	New Year's Day
Veterans Day	Martin Luther King Day (Civil Rights Day)
Thanksgiving Day	Washington's Birthday (Presidents Day)
Patriots Day	Memorial Day
Christmas Day	Independence Day
Columbus Day	Day after Thanksgiving

SECTION 2 – The Dispatcher working the following holidays will receive additional four (4) hours' pay at the rate being received. These holidays will include Christmas, New Year's Day and Thanksgiving, as well as Christmas Eve Day and New Year's Eve from 1500 hours on.

SECTION 3 – Any Fire Dispatcher who is on sick leave for more than twenty consecutive days shall not be entitled to holiday time until his return to active duty, at which time holiday time will be pro-rated.

SECTION 4 – Up to eleven holidays may be turned in for current rate.

ARTICLE 10 - PERSONAL AND OTHER LEAVE

SECTION 1 – Each Fire Dispatcher shall be granted three (3) days off with pay each year at his/her discretion for personal reasons. Said day off may not be taken on Christmas Eve, Christmas day, Thanksgiving day, Thanksgiving night, New Year's Eve and New Year's day. Personal days may be used in four (4) hour increments at the beginning or end of each shift. Except for emergencies, Bargaining Unit Members must provide eight (8) hours' advance notice or use of personal days or time.

SECTION 2 – Maternity leave as permitted under Mass. State Laws.

SECTION 3 – Any Fire Dispatcher summoned for jury duty shall be granted leave with pay or allowed necessary time off with pay upon presentation of the appropriate summons to the Chief of the Fire Department or shift commander.

SECTION 3A – Jury Duty: All employees covered by the provisions of this Agreement shall receive the amount equal to the difference between his/her normal compensation and the amount received from the Court. These provisions shall not make compensation to the employee for travel time.

SECTION 3B – Court time shall mean any time a Fire Dispatcher appears in court as a result of any action involvement by him/her as a fire Dispatcher, after his/her regular work shift or on a day off.

SECTION 3C – All court appearances on off duty days will be paid at time and a half (1 ½) of his/her regular hourly pay, with a four (4) hour minimum for each court appearance.

SECTION 4 – Military Duty: All employees covered by the provisions of this Agreement, who are called for State or Federal Military Training forces, shall be paid any difference in compensation between that drawn in the normal and established work period of two (2) weeks in their regular Town employment and the total compensation, excluding travel of the Military Duty. Such compensation shall not exceed two (2) weeks in a calendar year, and shall not include compensation to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

SECTION 5 – Military Service: All employees covered by this Agreement shall be granted a military leave of absence without pay when called involuntarily to active duty with the State or Federal armed forces for the purpose other than routine annual tour of duty for training purposes. The Town shall agree that the employee's seniority rights shall not be affected while his/her leave of absence for said leave is in effect.

ARTICLE 11 - UNION BUSINESS LEAVE

SECTION 1 – Employees covered under this Agreement, not to exceed 1 person, conducting negotiations with the Town shall be allowed time for such negotiations with the Town without the loss of pay or benefits and without being required to make up such time.

SECTION 2 – Members of the Bargaining Unit designed by the Union President as “Good and Welfare/Public Relations” Representatives may be granted time off without charge of any leave and at the discretion of the Chief to participate in community relations, functions and activities.

ARTICLE 12 – VACATION

SECTION 1 – The vacation period shall be from the first day of January to the last day of December of the following year (calendar year). Each Fire Dispatcher shall be permitted to take at least eighty (80) hours of vacation between June and September. Fire Dispatchers shall give one (1) hours' notice in advance to the officer in charge prior to taking vacation day.

SECTION 2 – A Fire Dispatcher may hold for later use in the following year, 240 hours of his/her unused vacation leave upon notification and agreement with the Chief of the Fire Department. At no time shall more than 240 hours be accumulated by a member of the Collective Bargaining Unit for unused vacation time.

SECTION 3 – The vacation leave shall be accrued by Fire Dispatchers covered by this Agreement according to the normal and established number of days worked, in the following schedule.

After six (6) months of service	80 hours of vacation
More than five (5) but less than ten (10) years of service	120 hours of vacation
More than ten (10) but less than fifteen (15) years of service	160 hours of vacation
More than fifteen (15) years of service	200 hours of vacation

SECTION 4 – Upon completion of six (6) months of employment, a newly hired Fire Dispatcher may use 40 or the 80 hours vacation time. The appropriate department supervisor must approve all vacation requests; a minimum of one (1) hour's advance notice is required.

SECTION 5 – Any employee may accumulate full paid compensation to a maximum of 30 vacation days.

SECTION 6 – Any member of the bargaining unit may choose to utilize up to one week of vacation time as personal time. In order to do so they must notify the Chief in writing by December 1 of each year.

ARTICLE 13 - BEREAVEMENT LEAVE

SECTION A – In the event of the death of a mother, father, spouse, child, brother or sister of an employee, he/she shall be granted bereavement leave without loss of pay for five (5) calendar days following the day of death. In the event of the death of a mother-in-law father-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law or any other relative residing in the household, the employee shall be granted bereavement leave without loss of pay for three (3) calendar days following the day of death.

SECTION B – In the event of the death of other relatives, the employee may be granted bereavement leave without the loss of pay for one (1) workday following the day for attendance of the funeral or wake subject to the approval of the Chief.

SECTION C – In cases where funeral arrangements are delayed or out of state, the employee may be granted a reasonable amount of additional leave without the loss of pay or being required to make up such time, provided that such leave is necessary for attendance of the funeral subject to the approval of the Chief.

ARTICLE 14 - SICK LEAVE

SECTION 1 – Non-occupational sick leave of fifteen (15) days will be granted to all employees covered by this Agreement. Employees shall be allowed to accumulate unused sick time.

SECTION 2 – Any person utilizing sick leave for three (3) consecutive working days or more, shall be required to provide a doctor's certificate to the Fire Chief. In addition, any person using more than seven (7) unexcused days total in a year shall be required to provide a doctor's certificate to the Fire Chief for every day used beyond the seventh day. For the purpose of the Agreement, a year will be considered July 1 through June 30 of each year.

SECTION 3 – In order to be paid, a Dispatcher is required to notify the Shift Commander that he/she will be on sick leave prior to the start of his/her duty shift, and must be at a location that is accessible to the Chief of Fire or his designee during his assigned shift.

SECTION 4 – Members of the Bargaining Unit may accumulate up to 180 sick days.

SECTION 5 – Employees hired after July 1, 2013 shall not be eligible for sick leave buy back. Employees hired prior to July 1, 2013 are allowed to buy back, up to seventy days of accumulated sick time, at their current base rate pay after ten years of service as a member of the bargaining unit.

SECTION 6 - Sick Days

A pattern of sick leave abuse will also be established when an employee uses five (5) unexcused similar sick days in a year. This may be, but is not limited to, calling in sick on their first or last shift of the week or calling in sick for weekend shifts. An employee shall also be considered as having established pattern of sick leave abuse when five (5) or more unexcused sick days are used in conjunction with vacation, personal time or exchange of time. When the Chief believes a pattern of sick leave abuse exists, he may require an employee to provide a doctor's note for every sick day used thereafter.

The Town will initially fund a sick-leave bank for employees covered by this Agreement with a total of ten (10) days. Administration of this sick-leave bank will be the Town's responsibility and one (1) member of the Bargaining Unit. Final decision of the use of the sick-leave bank will be the Town Manager.

Sick Leave Incentive: Effective July 1, 2004 – A sick leave incentive payment shall be made as follows on an annual basis on or near August 1 for the prior fiscal year:

Sick Leave Incentive effective July 1, 2004:

0 Sick Days	-	\$500
1 Sick Day	-	\$400
2 Sick Days	-	\$300
3 Sick Days	-	\$100
3+ Sick Days	-	\$ 0

ARTICLE 15 - LEAVE OF ABSENCE

SECTION 1 – Definition: Leave of absence shall mean any time a Fire Dispatcher leaves his/her position as a Fire Dispatcher for any specific reason in which he/she is not receiving any salary or benefits from the Town, at the discretion of the Fire Chief and the Town Manager.

SECTION 2 – A leave of absence may be granted for three (3) month periods. An extension of up to one (1) year or any portion thereof may be obtained by notifying the Town in writing stating specific reasons why such leave is needed. Such leave shall not exceed one (1) year unless authorized by the Chief of Fire and the Town Manager.

SECTION 3 – Leaves of absence will not be considered as broken employment.

ARTICLE 16 - SUBSTITUTION/REPLACEMENT

SECTION 1 – A Fire Dispatcher shall be granted special “swap” leave with pay for a day or any portion thereof for which he is above to secure a substitute. The Department shall be notified in writing by the Fire Dispatcher seeking such “swap” as to the date and tour of duty and the Fire Dispatcher replacing him or her.

SECTION 2 – Such substitution does not impose any additional cost on the employer.

SECTION 3 – Fire Dispatcher seeking such “swap” shall be required to give at least a one (1) hour notices. In case of an emergency, the Fire Chief or his designee may waive the notice requirement.

SECTION 4 –Neither the Department nor the Town will be held responsible for enforcing any agreements made between Fire Dispatchers.

ARTICLE 17 – SENIORITY

SECTION 1 – Seniority shall be based upon length of time in service. In case of two (2) or more Fire Dispatchers with the same start date, seniority will be determined based on testing scores on the Fire Dispatcher's employment application process.

SECTION 2 – Seniority shall begin on the date of regular time appointment to the Billerica Fire dispatch position. Seniority shall be observed for bidding on vacations and shift assignments.

ARTICLE 18 - SHIFT ASSIGNMENTS

SECTION 1 – A shift or tour of duty shall consist of eight (8) hours.

SECTION 2 – Shifts shall be bid in May of each year to commence the first week of July. All assignments to shifts shall be posted on the bulletin board. Senior Fire Dispatchers bidding from one shift to another shall take the open position available or the position of a junior Fire Dispatcher leaving said shift. Dispatchers may not bid group to group.

SECTION 3 – When an open position becomes available, between bid cycles; the position shall be posted for two weeks. The senior Fire Dispatcher bidding shall be assigned to the position.

SECTION 4 – The Fire Chief may veto a shift bid and make a change to a shift bid in the best interest of the Department.

ARTICLE 19 - WAGE SCALE

No new Fire Dispatchers may be hired at a higher wage scale than the lowest currently in service.

The wages for each of the bargaining unit positions shall be adjusted according to the following:

July 1, 2023 2%

July 1, 2024 2%

July 1, 2025 2%

Any member of the bargaining unit who is a certified EMT will receive a \$1,000 allowance.

Certification must be maintained in order to receive a stipend.

As part of a condition of employment and the requirements of the job, all members of the bargaining unit must be EMD and EFD certified, CPR certified and Automatic Defibrillator certified, and Epipen certified. All certifications must be maintained and the Town will provide the training to each bargaining unit member. The amount of \$500 will be added into the base in recognition of these certifications. A qualified individual shall be designated by the Chief as the Fire Alarm Operator Coordinator. It shall be compensated at \$1,200 annually payable the first day of July. The Chief shall retain the right to create specialty positions as needed. The Union and the Chief shall agree upon qualifications and criteria for the position.

Below is the FY24 Wage Scale (this includes the 2% COLA for FY24). This Wage Scale will be the basis for the FY25 cost of living adjustment.

FY24									
Effective 7/1/23 - 6/30/24		2.0%							
		1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	10 YEAR	15 YEAR	20 YEAR
Week	Grade One	1,012.83	1,043.19	1,074.51	1,101.37	1,128.91	1,207.92	1,292.48	1,382.96
Hr.		25.3208	26.0798	26.8628	27.5343	28.2228	30.1980	32.3120	34.5740
		\$ 52,667	\$ 54,246	\$ 55,875	\$ 57,271	\$ 58,703	\$ 62,812	\$ 67,209	\$ 71,914
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

ARTICLE 20 - RETIREMENT INCENTIVE

SECTION 1

1. Early retirement incentive shall, within the appropriation provided, be paid to a Fire Dispatcher who has completed at least ten (10) years' service with the Town of Billerica and intends to file for regular retirement. The employee must also meet the established requirement of twenty-five (25) hours per week as his/her normal and established work week. Retirement incentive shall not apply to leave or vacation buy back.
 - (a) An employee shall receive a ten percent (10%) salary increase if retiring after age sixty (60) but before age sixty-two (62).
 - (b) An employee shall receive a fifteen percent (15%) salary increase if retiring after age fifty (50) but before age sixty (60).
 - (c) The percentage increment shall be paid over the last twelve (12) months of employment.
 - (d) An employee anticipating retirement shall notify the Town Manager, his/her designee, or appointing authority, whichever is applicable, in writing at least twelve (12) months prior to the proposed retirement date.
 - (e) An employee shall complete the "Notification of Proposed Retirement and Authorization for Payroll Adjustment" form, and submit copies of such form to the appointing authority, Personnel Board and the Town Manager.
2. An employee shall not submit more than one (1) Retirement Incentive Form nor receive more than one (1) retirement incentive compensation from the Town.
3. An employee satisfying the requirements of Section XV, shall be granted compensation pursuant to the applicable percentage (10% or 15%) and such compensation shall be increased proportionately by any wage and salary percentage increase that may be granted.
4. An employee remaining in the service of the Town while collection compensation under this section after the proposed retirement date, shall have his/her salary/wages adjusted accordingly to reflect the retirement incentive compensate paid during this retirement notification period.
5. The Town shall adjust the employee's salary/wages to discontinue the retirement incentive pay effective the first business day after the proposed retirement date.
6. The Town, if deemed necessary, shall make deductions and adjustments in the employee's salary/wages, to recover the incentive paid to the employee, in accordance with an established schedule determined by the Town.

7. Upon the death of said employee, his/her incentive shall be adjusted for the number of weeks worked prior to the event of death with the appropriate incentive percentage and shall be paid to his/her estate.
8. Early retirement incentive shall not apply to sick leave or vacation buy back.

SECTION 2:

Senior Employee Designation: Optional to the employee, an employee with 25 years of full time service as recognized by MGL Chapter 32, with the last ten (10) years' of such full time service being in the Town of Billerica, and has a minimum 30 sick days accumulated, may request to be designated a "Senior" employee for a period of three (3) consecutive years. The period of time during which each employee is designated as "Senior" shall be the period of time not to exceed three (3) consecutive years selected by the employee. During the period of time that the employee is designated as "Senior" they shall receive a base salary increase of six percent (6%) above what their annual salary would have been that year. In addition, during the period of time that each employee is designated "Senior" they may be required to provide a doctor's certificate for each three (3) consecutive days of sick leave or for each day in excess of ten (10) sick days in a year if requested to do so by the Town. Employees will be designated as "Senior" only once in their career and for only one (1) three (3) year period. An employees who requests to be designated as "Senior" under this section will forever forfeit their rights to sick leave buy back. Also, any such employee will not be eligible for the Retirement Incentive benefits outlined in Article 20, Section 1 above. Finally, when an employee request "Senior" status, it is an irrevocable decision regardless of whether or not the employee completes three years of service from the date of the request.

ARTICLE 21 - BULLETIN BOARDS

The Town shall permit the use of a bulletin board located in the Billerica Fire Central Station for the posting of notices concerning unit business and activities. The Town shall provide and maintain such a bulletin board.

ARTICLE 22 - DUES AND SERVICE FEES

SECTION 1 – Subject to “SECTION 2” below, the Town shall deduct union dues and assessments as the amounts shall from time to time be certified in writing to the Town by the Treasurer of the Union from the wages of each member of the union who has executed a Dues Check off Authorization form. The Town shall remit such aggregate amount to the Treasurer with a list of employees who have said dues and assessment deducted by the eleventh (11th) day of the succeeding month.

SECTION 2 – AGENCY SERVICE FEE

Effective the thirtieth (30th) day following the beginning of employment, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Union in such an amount as shall be in accordance with Chapter 150E, Section 12.

SECTION 3 – The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee’s pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

ARTICLE 23 - LABOR LAWS

The Town and the unit shall recognize and adhere to any and all State Labor Law, rules and regulations relative to employer/employee relationships and responsibilities.

ARTICLE 24 - UNIFORM ALLOWANCE

SECTION 1 – A yearly Uniform Allowance shall be granted to purchase uniforms and other necessary equipment and the allowance shall be for all permanent Dispatchers in the amount of \$1,000 annually.

SECTION 2 – The Uniform Allowance will be \$1,000 per year and will be paid in two \$500 installments of July 1 and January 1.

SECTION 3 – The official uniform will be agreed to by the Union with the approval of the Chief of the Fire Department or his designee within the Fire Department. No uniform part(s) will be required that have not been provided for.

ARTICLE 25 - SHIFT DIFFERENTIAL

SECTION 1 – All Fire Dispatchers whose duty shift encompasses the hours of 1500 – 2300 (3 pm - 11 pm) shall receive an additional \$32.00 per week. All Dispatchers who work from 2300 – 0700 (11 pm – 7 am) shall receive an additional \$50.00 per week. Any Fire Dispatcher assigned a swing shift shall receive an additional \$42.00 per week.

SECTION 2 – A Fire Dispatcher whose duty shift crosses established shift times will be paid the appropriate additional rate applicable to the second or third shifts.

ARTICLE 26 - WORK WEEK

SECTION 1 – The normal work week shall be four continuous days of duty followed by two continuous days off.

SECTION 2 – A duty shift shall consist of eight-hour shifts. A Dispatcher shall not normally be required to work more than one regular shift in a twenty-four hour period or on his normal day off except in cases of emergencies.

SECTION 3 – Shifts shall be 0700-1500 (“B” Shift), 1500-2300 (“C” Shift), and 2300 to 0700 (“A” Shift). “A” Shift to “B” Shift, “B” Shift to “C” Shift and “C” Shift to “A” Shift. Add the following two (2) 0700 – 1500 and two (2) 1500 – 2300 (“D” Shift)) and two (2) 2300 – 0700 (“E” Shift – part time)

SECTION 4 – In the event that the Fire Dispatcher must be excused for a brief period of time for such reasons as bathroom breaks, working lunch, or an accidental short absence, f firefighter may be required at the discretion of the shift commander, to attend to the dispatch function on a fill in basis for the short absence. However, it agreed that in the event that emergency response is necessary from the central fire station, that said fill in firefighter shall immediately be returned to his/her fire suppression duties and respond to such emergency call, and that the on-duty Dispatcher will be immediately recalled to duty.

Accordingly, the parties agree that this fill-in coverage will not be used to reduce manpower available for fire suppression and emergency response. Peak or emergency periods requiring more than one Dispatcher: In the event that the Town determines that due to emergency or expected peak periods (such as during snow storms, hurricanes, burning season or other unanticipated emergencies), it is necessary to have a firefighter remain in the dispatch room with the civilian Dispatcher (and not respond to emergency calls), the Town may utilize the overtime list to hire firefighters on an overtime basis to perform such duties, or assign someone who responds to a callback.

ARTICLE 27 - OVERTIME AND CALLBACK

SECTION 1 – Overtime shall mean any time a Fire Dispatcher works beyond his normal workday or week. After that he shall be paid at time and one-half his hourly rate based on his weekly salary of each hour or portion thereof worked.

SECTION 2 – All time worked over eight (8) hours a day will be paid at one and one-half pay - minimum of one (1) hour. Anytime a Dispatcher is required to stay beyond the end of his duty shift, he shall be paid one hour at time and one-half his hourly rate for each hour or portion thereof spent over his eight hour shift – minimum of one (1) hour.

SECTION 3 – Callback shall mean anytime that a Fire Dispatcher is called to work other than his normal scheduled shift. A Fire Dispatcher called back to work shall be guarantee a minimum of three (3) hours pay at time and one-half.

SECTION 4 – Replacement of Dispatcher for overtime purposes shall be made from a list of permanent Fire Dispatchers first be it full time or part time before a Firefighter qualified to perform the dispatch function is offered an overtime dispatch shift.

SECTION 5 – All overtime shall be assigned in rotation so that each Dispatcher shall have an equal opportunity for available work within the total group.

SECTION 6 – A Dispatcher shall be allowed to work a maximum of sixteen hours in a twenty-four hour period.

SECTION 7 – Any assigned shifts may be “swapped” in accordance with Article 11 “Substitution”.

SECTION 8 – The Town and the Fire Department shall endeavor to maintain staffing levels based on the health and safety of the unit, and the community.

SECTION 9 – At no time may a dispatcher replace himself or herself in an overtime position.

ARTICLE 28 – TRAINING

SECTION 1 – Training shall refer to training schools for skill course. Said courses shall not be normal college courses. These will include, but are not limited to, annual CPR certificate, APPC certification, First Responder certification, and Emergency Medical Dispatching.

SECTION 2 – The Town agrees that the Fire Department will maintain the responsibility for training and equipping all Fire Dispatchers, and will provide all materials so as to reduce the chances of a Fire Dispatcher being unprepared to respond to a call.

SECTION 3 – All training shall be open to the entire Fire Dispatch staff. All Fire Dispatchers shall receive a minimum of sixteen (16) hours training per year in addition to training and or courses of off duty training required to keep certifications current.

SECTION 4 – The Town will reimburse an employee up to \$500 per employee per year for job related course or training successfully completed. The course or training must be pre-approved by the Chief of the Fire Department or his designee within the Fire Department.

ARTICLE 29 – RECORDS

The Fire Department will keep current a list of all certifications held by each individual Dispatcher. Training certificates will be provided upon completion of any training course or assignment.

Nothing derogatory may be entered into a Fire Dispatcher's personnel file or folder unless both the Fire Dispatcher and the Union are informed of said entry and allowed to have a hearing before the Chief of the Fire Department and the Town Manager. Any Fire Dispatcher may upon request, review any and all records maintained by the Department and/or the Town in his or her file.

ARTICLE 30 – SEVERABILITY

Any Article or Section of this Agreement, that is found by a court of competent jurisdiction to be in violation of any laws or in any other way unenforceable shall be severed from the Agreement, and all remaining Articles and Sections shall not be affected.

ARTICLE 31 – DURATION

This Agreement is form July 1, 2023 to June 30, 2026.

ARTICLE 32 - FAMILY MEDICAL LEAVE

Illness – An employee can certify that he/she is needed to care for a family member.

An employee who has been employed for twelve (12) consecutive months or who has worked 1250 in the last twelve (12) months is entitled to up to a total of twelve weeks of family medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use any accumulated paid leave such as personal time, vacation time, personal sick bank and union sick bank. The employee should give at least 30 days' notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving the notice. The employee may be requested to provide a written medical certificate, in a timely manner, to document that the employee cannot perform essential job functions or the nature of family emergency.

This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child or the serious illness of the employee, his or her spouse, child including adopted or foster child, or parent. Serious illness is defined in accordance with the Family Medical Leave Act 29 CFR S825.114. When necessary leave may be consecutive, intermittent or on a reduced hour schedule.

The Town will continue the employee's health benefits coverage during such leave at the same level of contribution. Seniority will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced and be entitled to any other benefit the employee would have accrued he he/she not taken the leave.

ARTICLE 33 – MISCELLANEOUS

The Town will implement a Section 125 Cafeteria Plan for all eligible employees of the unit.

In addition the Town agrees to provide a Dental Program for the employees, payment for which is to be shared by the Town and the employee. The Town does agree to the Union's proposal.

ARTICLE 34 – LONGEVITY

Effective October 3, 2017 longevity shall be:

After 5 years -----	\$1,083
After 10 years -----	\$2,100
After 15 years -----	\$2,800
After 20 years -----	\$3,300
After 25 years -----	\$3,800
After 30 years -----	\$4,100

ARTICLE 35 - DRUG TESTING

“The Town and the Union recognize that the critical mission of a Fire Alarm Operator justifies the maintenance of a drug free work environment through the use of a reasonable employee drug testing program. Therefore, the Town and the Union agree to implement the following drug testing program which shall provide for “reasonable suspicion” drug testing, random testing, post-incident testing and unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be in violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program.”

I. DRUG TESTING BASED ON REASONABLE SUSPICION

- A. An employee shall be subject to an immediate drug test if reasonable suspicion of drug use is determined by the employee’s Shift Commander.
- B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other comparable fact patterns:
 - 1. Observable phenomena such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - 2. A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributed to other factors.
 - 3. Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.
 - 4. Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.
 - 5. A documented, written report of drug use in affidavit form, provided by reliable and credible sources such as other law enforcement agencies.

6. Involved in an accident with “accident” being defined as an unplanned unexpected and unintended event which:

(a) Occurs on Department property, on Department business or during working hours; and

(b) Initially appears to have been caused wholly or partially by the employee; and

(c) Results in:

(i) Fatality;

(ii) Any injury requiring medical treatment away from the scene of the event; or

(iii) Damage to property is estimated to be in excess of \$7,500.00.

Notwithstanding the foregoing, determination of reasonable suspicion shall comport with Constitutional guarantees and limits.

C. The shift commander shall consult with a second Superior Officer and/or the Fire Chief in determining whether reasonable suspicion exists and if the employee shall be referred for testing. One of the Superior Officers must be above the rank of Shift Commander. The Shift Commander shall provide a written report setting forth their grounds for determining reasonable suspicion.

D. In those cases where the Shift Commander determined that the employee’s condition or behavior causes a potential threat of harm to themselves or others the employee will immediately be escorted to the collection facility and shall be placed on paid administrative leave.

E. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the Fire Chief to advise the employee of such decision and to escort the employee to the collection facility. The Fire Chief shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany them to the collection facility to act as the observer. The Union representative will not be allowed in the collection bathroom. Once the collection procedures are over, the Fire Chief shall transport the employee to the Fire House and arrange for transportation for the employee to their home or residence. The Fire Chief shall also notify the employee that they are not to return to work pending receipt of the test results or until a

determination is made that reasonable suspicion was not substantiated. The employee shall be in pay status when referred to testing and being tested and while awaiting the test results.

F. Appeal of Decision to Test Under "Reasonable Suspicion"

1. Should an employee dispute the determination that "reasonable suspicion" exists for requiring the submission to a drug test as discussed above in this Article, the employee shall so notify the Town by filing an appeal with the Fire Chief at the time a specimen is provided by the employee. The laboratory shall be notified simultaneously with the delivery of the specimen that the test is subject to protest; and this by the Fire Chief. The sample shall be held and no testing done until a determination is made after the appeal process set forth herein.
2. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two (2) business days from when the sample is taken. The Fire Department shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article. The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Fire Chief. The employee and the Union shall have the right to refute any of the reasons articulated.
3. Should the Town Manager determine that there was "reasonable suspicion", the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Fire Chief who shall notify the employee in question of the results.
4. Should the Town Manager determine that there was no "reasonable suspicion" to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

II. RANDOM TESTING

- A. All employees will be subject to random drug testing, which shall be done during an employee's regularly scheduled shift, whenever possible.
- B. Upon notification that an employee is scheduled for random drug testing, such employee will appear as required in the location specified drug testing.

- C. The random selection process shall be by computer numbers for each sworn officer in the bargaining unit. Such computer-generated program shall be performed by an outside contractor hired by the Town after consultation with the Union and which specializes in such function. The parties agree to develop said program mutually, so that the parties and affected employees fully understand the rationale behind the computer-generated numbers and the potential application to an individual employee of such program and numbers.
- D. An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive following a “reasonable suspicion” drug test.

III. POST INCIDENT TESTING

An employee shall be subject to an immediate post incident drug test when in a “critical incident”. A “critical incident” is defined as:

- A. The action of any duty employee which results in injury or death of another person;
- B. The operation of a vehicle on duty, at any time in a department vehicle, off duty by an employee which results in a fatal traffic accident or an accident causing any injury or property damage estimated to be in excess of \$7,500.00;
- C. Where the action of an employee causes any physical injury or death to a person by the use of a firearm either on duty or off duty;
- D. Any other event that may be agreed upon by the Town and the Union as constituting a “critical incident”.

An employee who test positive after a post-incident drug test shall be subject to the same conditions as those who test positive following a “reasonable suspicion” drug test.

IV. PROCEDURES FOR DRUG TESTING

- A. All urine drug testing will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT/S-I, “Procedures for Drug Testing”. These procedures call for the use of an Immunoassay Screen (i.e. “EMIT”) with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.
- B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determination of the presence of these five drugs, classes of drugs, or their metabolites; marijuana

metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

The initial test shall use an Immunoassay. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs.

	Initial Test Cut-Off Levels (mg/ml)
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites (25 mg/ml if Immunoassay specific for morphine)	2000
Phencyclidine	25
Amphetamines	1000

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

	Confirmatory Test Cut-Off Levels (mg/ml)
Marijuana metabolites	15
Cocaine metabolites	150
Opiates:	
Morphine	2000
Cocaine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

- C. At the time of the drug test the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory licensed by the Department of Health and Human Services (DHHS) to perform forensic/drug testing, upon written application to the Fire Chief within seventy-two (72) hours of the notification of a positive result, consistent with the Health and Human Services Guidelines.

If the test is positive, the employee must present evidence of the use of prescription drugs, which may include confirmation from the employee's prescribing physician and copies of the prescriptions

- D. If an employee is successful in an appeal of the grounds for a “reasonable suspicion” test, said urine samples shall be destroyed and no material on such test shall be placed or remain in the employee’s personnel file and any other Town/Department file.
- E. The order for test submission and the actual testing process and results shall not be implements for the purpose of substantiating criminal allegations against the subject employee.

V. REFUSAL TO SUBMIT TO TESTING

An employee’s refusal to submit to a test when directed will be treated the same as a positive test result and the employee will be immediately placed on leave. Failure or refusal to submit to such tests as directed include the failure to proceed directly to the testing facility as directed, failure to provide an adequate amount of urine for testing, or failure to complete all the necessary paperwork. Additionally, notwithstanding any other provision of this policy, such employee may be subject to serious disciplinary action, up to and including discharge.

VI. CONSEQUENCE OF A CONFIRMED POSITIVE TEST

- A. An employee who tests positive for use of drugs may be subject to disciplinary action. However any employee testing positive for the first time shall be allowed to enter a rehabilitation program, in-state or out-of-state, with the full support and encouragement of the Town and shall be subject to unannounced testing for a period of thirty-six (36) months following a first positive test. A second positive test will result in termination. The Town reserves the right to discipline up to and including termination for any conduct in violation of the Rules, Regulations or Policies and Procedures of the Department.
- B. An employee must provide documentation to the Town by its Fire Chief regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town or its Fire Chief with proof of successful completion of said rehabilitation program.
- C. The employee entering a rehabilitation program will sign a Rehabilitation Agreement with the Department and abide by its terms and conditions.
- D. An employee’s contractual seniority will not be interrupted by any in-patient or outpatient participation in a rehabilitation program as provided in this Article.

- E. The employee must successfully complete the rehabilitation program before returning to duty. Before being reinstated to duty, the employee shall meet with the Chief and the Department's Drug Program Administrator to discuss the rehabilitation program and its completion and to discuss assignment options. Such meeting(s) will be designated to assist the employee's re-entry into the workplace.
- F. During any in-patient period of such rehabilitation program(s), and employee can utilize sick, vacation or other leave credits otherwise available to him/her by the Union/Town collective bargaining agreement ("CBA") to maintain compensation status. During any out-patient period of such rehabilitation program, he/she may use up to a maximum of ten (10) days of sick leave, if needed by him/her while enrolled in such program(s), and can also utilize vacation or other leave credits otherwise available to him/her, to maintain compensation status.
- G. An employee's failure to successfully complete the rehabilitation program, where such failure is based on his/her failure to attend, cooperate with or participate in the rehabilitation program, may result in disciplinary action and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with, or participation in, the rehabilitation program, may result in discipline, up to and including termination.
- H. Upon return to duty following a first positive test, and after successful completion of the drug rehabilitation program, the employee shall be subject to unannounced, follow-up drug testing for a period of thirty-six (36) months. Following a second positive test and after successful completion of the drug rehabilitation program, may result in termination. An employee refusing to be administered a drug test during said thirty-six (36) month period, when required by the Fire Chief, shall be terminated. *Tests during this thirty-six (36) month period shall be unannounced but will be conducted at reasonable times and intervals so as not to disrupt the employee's off work time.*

VI. SELECTION OF LABORATORY AND MEDICAL REVIEW OFFICER

- A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs and by the Department of Health and Human Services.

As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer (“MRO”) chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee’s medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department’s testing program. The MRO shall not be an employee of the Town.

VII. CONFIDENTIALITY OF RECORDS

Test results and other information relating to drug testing of an employee shall be maintained in a confidential file separate from the employee’s personnel file.

Article 36 – Combined Dispatch

SECTION 1: If the Town Combines Dispatch with Police and Fire to become a central location this agreement will be reopened for this discussion only.

SECTION 2: Dispatchers agree to be trained in Police Dispatch and perform the duties of combined dispatch at a future date with no further remuneration required.