

AGREEMENT BETWEEN
THE
TOWN OF TOWNSEND, MASSACHUSETTS



and the
CAREER FIRE FIGHTERS OF TOWNSEND, LOCAL 4926,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO



7/1/2017 - 6/30/2020
Full Time Shift
Language

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AGREEMENT

Agreement effective July 1, 2017, through June 30, 2020, between the Town of Townsend, Massachusetts (hereinafter called the Town) and the Career Fire Fighters of Townsend Local 4926, International Association of Firefighters, AFL-CIO (hereinafter called the Union or the Bargaining Unit or the Unit).

ARTICLE I - RECOGNITION

In recognition of the fact that a majority of the members of the bargaining unit described below have selected the Union as exclusive bargaining representative, the Town of Townsend hereby recognizes the Union as the exclusive bargaining representative for the member of the bargaining units described below.

All regular full-time uniformed members of the bargaining unit of the Townsend Fire Department, but excluding the Fire Chief, the Deputy Fire Chief, and the Administrative Clerk.

ARTICLE II - PARTICIPATION IN UNION

The Town will advise the Union in writing of the name, address and classification of each new member of the bargaining unit covered by this Agreement. The Town recognizes the right of any member of the bargaining unit to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any member of the bargaining unit to become and remain a member of the Union.

ARTICLE III - NON DISCRIMINATION

The provisions of this agreement in accordance with applicable Federal and State Laws shall be applied equally to all members of the bargaining unit without discrimination as to sex, sexual orientation, gender identity, marital status, race, color, creed, national origin, age, religion, handicaps, veteran, of the armed services, active or inactive reserve member of the armed services of the United States of America, or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications.

No representative of the Town of Townsend or management designee shall discriminate against any member of the bargaining unit because he or she has formed, joined, or chosen to be represented by the Union, or because any member of the bargaining unit because he or she has chosen to give testimony in a grievance procedure or other hearings, negotiations, or conferences as part of the Union recognized under this agreement.

Neither the Town nor the Union will discriminate against any member of the bargaining unit covered by this Agreement or applicant for employment because of age, race, color, creed, sex, gender, veteran or national origin.

ARTICLE IV - MEMBER OF THE BARGAINING UNIT RIGHTS, OBLIGATIONS, AND UNION ACTIVITIES

Career Firefighters of Townsend Local 4926 shall be entitled to a total of four (4) shifts off during any fiscal year for purposes of attending to Union business, including conventions, conferences and meetings.

ARTICLE V - RIGHTS OF MANAGEMENT

Section 1.

The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or government. The parties acknowledge that these rights are vested exclusively to the Board of Selectmen or its designee, the Fire Chief, so long as they do not conflict with the terms or conditions of this agreement or the General Laws of the Commonwealth of Massachusetts, including:

- The operation and direction of the affairs of the Fire Department;
- The determination of the level of services to be provided;
- The direction, control, supervision, and training of the employees;
- The determination of job descriptions;
- The planning, determination, direction and control of all operations and services of the department (and its units and programs);
- The increase, diminishment, change or discontinuation of operations, in whole or in part;
- The institution of technological changes, including computerization of the revising of processes, systems or equipment;
- The subcontracting of work;
- The alteration, addition or elimination of existing methods, equipment, facilities or programs;
- The determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not;
- The assignment and transfer of employees;
- The determination of whether or not goods should be leased, contracted or purchased on either a temporary or permanent basis;
- The hiring, appointment, promotion, demotion, suspension, discipline, or discharge of employees. No bargaining unit member shall be suspended, disciplined, or discharged without just cause;
- The layoff or relief of employees due to lack of funds or of work or for any other reason;

The making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary, except to the extent expressly limited by a specific provision of the Agreement.

Section 2

During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency.

ARTICLE VI - ASSIGNMENT OF WORK/ACCEPTING ASSIGNMENTS

Unless specifically provided for elsewhere in this Agreement, all assignments of work shall be allocated on a fair and equitable basis.

ARTICLE VII - GRIEVANCE AND ARBITRATION

A grievance is a claim by an employee or the union that has been a violation, misinterpretation, or misapplication of specific terms of the agreement.

Step 1:

- A. The aggrieved employee, with or without the union steward and/ or representative shall present the grievance to the Fire Chief in writing within (10) ten calendar days of the incident upon which the grievance is based or within (10) ten calendar days after the grievant knew or should have known of the incident. The Fire Chief shall have (10) ten calendar days to act on the grievance.
- B. When a grievance is filed by an employee without the union steward or representative, the local union President shall be notified and if a hearing is to be held he/she may designate a representative who shall be giving the opportunity to be present at this time. Whether or not the union avails itself of this right, the disposition of this grievance shall not be inconsistent with the terms of this agreement.

Step 2.1:

If no satisfactory resolution is forth coming from the Fire Chief within (10) ten calendar days, the employee may appeal in writing to the Town Administrator within (10) ten calendar days. The Town Administrator shall respond within (14) fourteen calendar days after receipt of the written appeal.

Step 3:

If the grievance is not settled by Step 2, either party may refer it to arbitration within (14) fourteen calendar days of the disputation or the time for responding under Step 2. If an arbitrator cannot be agreed upon, the parties both submit the matter to the American Arbitration Association for selection in accordance with its procedure. The decision of the Arbitrator shall be final and binding. However, the Arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Agreement, or any amendment or supplement thereto. The Arbitrator shall not have jurisdiction or authority to render any

decision, which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts. The expenses of the arbitrator shall be born equally between the parties.

Miscellaneous:

- A. Failure to file a grievance within the specified time or failure to apply to the next step of the procedure within the specified times shall constitute a waiver of the grievance.
- B. In case the employer fails to meet the time limits defined above the grievance shall precede to the next step.

A union officer shall be granted time off from duty with pay to proceed with a grievance procedure with the Town of Townsend to attend a meeting or hearing or arbitrator in reference to a grievance.

ARTICLE VIII- PROMOTIONS/OFFICERS

All promotions within the Fire Department through rank of Deputy Chief shall be made as a result of competitive examination given and granted by the promotional process outlined in Townsend Fire-EMS Department Rules and Regulations.

ARTICLE IX - SENIORITY

Section 1.

Seniority will be defined as continuous years of service in the Townsend Fire Department from the date of original employment

Section 2.

In case it is necessary to reduce the force, the least senior firefighter in the rank will be laid off first.

Section 3.

Seniority will be the basis for temporary upgrading to the next highest rank.

Section 4.

A seniority list will be posted on the bulletin board.

Section 5.

Seniority shall not be broken by vacation time, sick time, injury time sustained while on or off duty, unlawful suspension from duty, or if a bargaining unit member is drafted in military service or called up into the reserves or National Guard.

Section 6.

If a vacancy exists in a position within the bargaining unit and the Selectmen intend to fill such vacancy, the only factors in determining which (if any) employee will be promoted are the

requirements of the position, performance, qualifications, seniority, oral review board, written examination, personnel records and job experience.

Section 7.

Notwithstanding the provisions of the Family and Medical Leave Act (FMLA), an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of such leave.

ARTICLE X - COMPENSATION

Section 1. Salary Schedule

All bargaining unit members agree to compensation as prescribed in Appendix A of the agreement. The Town may elect to pay members on a biweekly basis, pay by direct deposit, and utilize electronic pay advices. .

Section 2. Life Insurance

The Town will provide \$2,000 term life insurance benefits at a 50% split of cost between the bargaining unit member and the town.

The Town will provide \$1,000 term life insurance to all bargaining unit members who retire from service at a 50% split of cost

Section 3. Group Health Insurance

The employer agrees to offer the same health insurance and benefits to bargaining unit members as it offers to other employees. The employer shall pay eighty-five (75) percent of health insurance premiums and the employee shall pay fifteen (25) percent of the premium.

Section 4. Flexible Spending Account

Bargaining unit members shall, as may be allowed by IRS regulations, to participate in a Flexible Spending Account (FSA).

Section 5. Overtime

- a. All work performed in a work week by members of the Bargaining Unit in excess of their regularly scheduled working hours shall be considered overtime work. Vacation and personal equal hours worked. Other leaves do not count as hours worked. All overtime work shall be paid at the rate of time and one-half (1 1/2) the member of the bargaining units' hourly rate.
- b. If a member of the bargaining unit covered by this Agreement is required to commence work more than one-half (1 1/2) hours prior to the beginning of his regular scheduled tour of duty, and is required to work continuously into and for the remainder of such tour of duty, he shall be compensated for such additional time worked at regular overtime rates. In such case, he shall be paid at least for one (1) hour's work.
- c. If a member of the bargaining unit, who is not on duty, is called into duty, he/she shall be guaranteed a minimum of one (1) hour paid at the rate of time and one-half (1 1/2) the member of the bargaining units' hourly rate.

Section 7. Transfers into Bargaining Unit

Whenever a member of the bargaining unit of the Town of Townsend is transferred from any other Department of the Town into a position covered by this Agreement such member of the bargaining unit shall be paid at the rate received at the time of transfer. If, however, his/her rate at time of transfer exceeds the maximum or the classification to which transferred within the Fire Department, then such member of the bargaining unit shall be paid no more than maximum rate.

Section 8. Longevity

If at any time a determination is made by the Middlesex Regional Retirement Board that "Longevity" payments are no longer considered "regular compensation" the bargaining unit members shall be entitled to have their longevity rolled into their base pay upon the following schedule:

Years of Service

| | | | |
|-------------|--------|-------------|--------|
| 5-9 Years | \$1000 | 25-29 Years | \$2000 |
| 10-14 Years | \$1250 | 30-34 Years | \$2250 |
| 15-20 Years | \$1500 | 35+ Years | \$2500 |
| 20-24 Years | \$1750 | | |

ARTICLE XI - WORK WEEK

Section 1:

Daytime Staff – Will work a schedule consisting of the following: Monday through Friday all Employees shall work a rotation of four (4) ten (10) hour day shifts with one day off. Shift rotation and any changes thereto shall be determined by the fire Chief. The bargaining unit shall be provided an opportunity to discuss the perceived impact of any rotation change with the Fire Chief prior to implementation of the rotation change. The rotation change shall be implemented no sooner than forty-five (45) days from the first written notice from the Fire Chief to the Bargaining Unit.

Section 2:

Shift Staff – Will work a schedule averaging forty-two (42) hours per week over an eight (8) week period. The members will work a rotating, consecutive ten (10) hour day shift and fourteen (14) hour night shift. Shift rotation and any changes thereto shall be determined by the fire Chief. The bargaining unit shall be provided an opportunity to discuss the perceived impact of any rotation change with the Fire Chief prior to implementation of the rotation change. The rotation change shall be implemented no sooner than forty-five (45) days from the first written notice from the Fire Chief to the Bargaining Unit.

Shift rotation for Shift Staff will be a twenty-four (24) hour rotating schedule utilizing one of the rotations listed below.

1. One on, two off, one on, four off (W, O, O, W, O, O, O, O).
2. One on, one off, one on, five off (W, O, W, O, O, O, O, O)
3. One on, three off (W, O, O, O)

Section 3:

Staff rotations shall not be changed more than one (1) time in any twelve month period, except in an emergency as determined by the Fire Chief.

ARTICLE XII - SHIFTS - TOURS OF DUTY

Section 1.

Whenever the terms "shift" and "tour of duty" appear in this Agreement, it is intended that they have the same meaning and may be used and are used interchangeably.

Section 2.

The shifts and tours of duty covered by this Agreement will remain throughout the existence of this Agreement as they are in effect at the execution of this Agreement.

Section 3.

For the purpose of leave, time off or filling an open shift, a "shift" or "tour of duty" shall be defined as a ten (10) hour day shift or a fourteen (14) hour night shift.

ARTICLE XIII - SICK LEAVE

Section 1

Employees shall accrue sick leave at the rate of 12.5 hours each month of continuous employment. Employees may accumulate up to a maximum of (1500) one thousand five hundred and hours of unused sick leave.

Section 2.

If an employee is required to submit medical evidence for period of absence of less than (3) three shifts, he/she shall be so notified in writing. Such notification shall include the reason therefore. If such medical evidence is required, it shall be paid for by the Department insofar as the actual cost thereof is not covered by the employee's health insurance.

Section 3.

Each year (3) three sick leave shifts may be used in case of serious illness of a parent, spouse or child where the presence of the employee is required. At the discretion of the Fire Chief, additional sick leave shifts up to maximum of (3) additional shifts may be used in case of a serious illness of a parent, spouse or child.

Section 4.

As of July 1, 2013, a sick bank shall be created in which sick time in excess of 1500 hours

accumulated by any bargaining unit member are placed. A committee of (3) three, (2) two members chosen by the union and a management representative as chosen by the Fire Chief, shall be responsible for granting sick time to an employee who is in need due to injury or illness. No more than a year's worth of sick leave may be granted to any one employee in a (5) five year period. It is understood that an employee must use all available sick, personal, and vacation time before he/she can be eligible for such sick time.

ARTICLE XIV -BEREAVEMENT

In the event of a death of an employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, domestic partner, step parent, step child, family member for whom the employee is the sole provider, and any relative residing in the employee's house the employee shall be granted leave with pay on all days the employee was scheduled to work within (4) four calendar days beginning with the day of death. Each employee shall receive up to (2) two working days with pay for the wake or funeral of a brother-in-law, sister-in-law, niece, nephew, aunt or uncle.

ARTICLE XV -VACATIONS

Section 1.

Any member of the bargaining unit covered by this Agreement who on the anniversary date of his/her appointment as a member of the department has completed the total years of service specified below, shall be entitled to vacation time with pay, according to the following schedule:

Daytime Staff

| <u>Vacation Period</u> | <u>Years of Employment</u> |
|------------------------|----------------------------|
| 80 hrs for: | 1 - 4 years |
| 120 hrs for: | 5 - 9 years |
| 160 hrs for: | 10 - 19 years |
| 200 hrs for: | 20- 24 years |
| 240 hours for: | 25+ years |

Shift Staff

| <u>Vacation Period</u> | <u>Years of Employment</u> |
|------------------------|----------------------------|
| 84 hrs for: | 1-4 years |
| 126 hrs for: | 5-9 years |
| 168 hrs for: | 10-19 years |
| 210 hrs for: | 20-24 years |
| 252 hrs for: | 25+ |

Section 2.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period.

Section 3.

Vacation requests will be made and granted on the basis of seniority, subject to any terms of this agreement and the General Laws of Massachusetts (MGL Ch. 150E) with the approval of the Fire Chief, whose approval will not be unreasonably withheld.

Section 4.

Vacation leave is taken annually between July 1st and June 30th. Up to four (4) shifts of unused vacation time may be carried over to the following fiscal year. If the employee, through no fault of his own, is unable to use the vacation time other unused vacation time will be forfeited.

Section 5.

Employees shall receive their vacation pay no later than (3) three days prior to the start of their vacation period.

ARTICLE XVI -HOLIDAY

Section 1.

The following days shall be considered **regular** holidays for pay purposes:

President's Day, Martin Luther King Day, Patriot's Day, Memorial Day, Columbus Day, and Veteran's Day.

The following days shall be considered **premium** holidays for pay purposes:

New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Section 2.

Annually, each bargaining unit member shall be paid one day's (10 hours) pay for each of the holidays listed above occurring while employed, in addition to his/her regular pay. Said payment shall be made in the first pay period of December.

Section 3.

Notwithstanding the provisions of section 2 above, each bargaining unit member who works their regular scheduled shift on regular holidays as listed in section 1 above shall be paid at one and a half (1 ½) times their regular rate for all scheduled hours worked on such holidays and two and a half (2 ½) times their regular rate for all overtime hours worked on such holidays.

Section 4.

Notwithstanding the provisions of section 2 above, each bargaining unit member who works their regular scheduled shift on premium holidays as listed in section 1 above shall be paid at two and a half (2 ½) times their regular rate for all scheduled hours worked on such holidays and three (3) times their regular rate for all overtime hours worked on such holidays.

ARTICLE XVII - MILITARY LEAVE

Section 1.

A bargaining unit member will be entitled as members of the Armed Forces of the United States and or as members of the Reserve Armed Forces of the United States and of the National Guard, when required to perform reserve duty training, or other calls for duty as outlined under sections 38, 40, 41, 42, or 60 of Chapter 33 of the MGL, to receive pay therefore without loss of his/her ordinary remuneration as a bargaining unit member.

Section 2.

Any member of the bargaining unit who has been activated for military duty shall be compensated under all current state and local laws.

ARTICLE XVIII -FEDERAL, STATE, REGIONAL, OR LOCAL TEAM LEAVE

Effective 7/1/14 each member of the bargaining unit who is a member of a Federal, State, Regional or Local Team will be granted a leave of absence from work without loss up to a maximum of 21 days per fiscal year when in support of a National, State, Regional or Local Team activation. The Town shall pay the difference in compensation received from the employee's regular compensation from the Town.

ARTICLE XIX -CLOTHING ALLOWANCE

Section 1.

Even though members of the bargaining unit are not required to report for work and leave work in uniform, clothing allowance is to be provided to each member of the bargaining unit in accordance with the following schedule during the contract term:

| | |
|----------|---------|
| 1st Year | \$1,000 |
| 2nd Year | \$1,000 |
| 3rd Year | \$1,000 |

Said sums shall be paid directly to a vendor approved in advance by the Town or reimbursed to the unit member for purchases from a vendor approved in advance by the Town.

It is hereby understood and agreed that members of the bargaining unit shall maintain a clean and appropriate work uniform, and for that purpose will receive an additional annual uniform maintenance allowance of \$100.00.

Section 2.

The Town will provide and maintain protective firefighting ensemble as outlined in NFPA Standard 1971 and replace as required by NFPA 1851.

Section 3.

The Town will furnish all firefighters with a hat, badges, patches, and lapel pins.

ARTICLE XX -EMT

It is understood by the parties to this Agreement that any member of the union who undertakes the training and study procedure required for recertification as an EMT shall complete the requirements of that procedure only during off-duty times, or as provided for below, the Town will commit a sum not to exceed \$500 annually to defray the cost of providing in-house EMT training per member of the bargaining unit. Such training may be in lieu of, or in addition to regular training. Training shall be OEMS credit approved.

The Town acknowledges that the Commonwealth of Massachusetts EMT certification is a condition of employment. The Town hereby agrees to defray all cost of maintaining certification and recertification requirements as outlined in appropriate Commonwealth regulations governing Emergency Medical Technician certification.

ARTICLE XXI - DUES DEDUCTION

Any member of the bargaining unit who is not a member of the Local shall, as a condition of employment during the life of the Collective Bargaining Agreement, pay an agency fee to the Local in an amount that is equal to the amount that is required to become a member and remain a member in good standing in the Local and its affiliates to which membership dues and per capita

fees are paid. The agency service fee requirement for any member of the bargaining unit who is not a member of the Local shall begin on or after the 30th day following commencement of his or her employment or the effective date of this agreement, whichever is later. The Town agrees to deduct union dues, assessments or the agency service fee from the salary of each member of the bargaining unit who signs an authorization permitting the deduction to be made. The Union agrees to indemnify and save harmless the Town in any dispute regarding the deduction of agency service fee, dues or any other assessment. The dues, assessments and/or agency service fees that are so deducted shall be forwarded by the Town to the Secretary/Treasurer of the Local at the beginning of the month following the month for which deductions have been made. This section of the contract shall be applied in conformance with Chapter 150E, Section 12.

ARTICLE XXII - CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of the Agreement except by the mutual consent, in writing, of the parties hereto.

ARTICLE XXIII - SEVERABILITY

Should any final decision by any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XXIV - NO STRIKE - NO LOCKOUT

It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said services. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE XXV - PERSONAL TIME

Each member of the bargaining unit shall be entitled to earn a maximum of three (3) additional shifts off with pay during any year. Either a ten (10) hour day shift or a fourteen (14) hour night shift. said additional shifts off shall be known as Personal time, and may be used at the discretion of the member of the bargaining unit subject to (48) forty eight hours' notice except where this much notice would be impossible. Personal time shall be considered as time worked.

ARTICLE XXVI - RESIDENCY, COURT TIME, & DETAILS

Section 1. Residency

Members of the Union are not required to reside within the Town of Townsend, but must reside within fifteen-miles of the boundary of Townsend. Measurement is to commence at that boundary of Townsend which is nearest to the other municipality in which the Union member wishes to reside. The fifteen-mile limit may be extended by mutual agreement by the parties in an unusual case involving hardship to the member of the bargaining unit.

Section 2. Court Time

Any employee who is required by the Chief or by subpoena to make any court appearance on behalf of the Fire Department in any capacity during his or her official hours shall be paid at the rate of time and one-half times his or her regular rate as heretofore defined unless such court appearance shall occur during regularly-scheduled work hours when straight time shall be paid. Such compensation will include necessary time in traveling to and from court. In no event shall the employee receive less than four (4) hours pay.

Section 3. Details

Bargaining unit members shall be paid a four (4)-hour minimum for Town details at a rate of \$48.00 per hour (or FLSA overtime rate, whichever is higher) or a four (4)-hour minimum for Private Details at a rate of \$54.00 per hour (or FLSA overtime rate, whichever is higher).

ARTICLE XXVII - INJURY AND LIGHT DUTY

In an effort to insure fairness, provide for full recovery of injured members of the bargaining unit and protect the rights of firefighters and the Town of Townsend, these procedures and practices are hereby agreed to by the Town and the Union:

Section 1.

A member of the bargaining unit injured in the line of duty without fault of his or her own shall receive compensation in accordance with the provisions of G.L. chapter 41, §111F and this Contract.

Section 2.

Any bargaining unit member who is injured and/or sick and subsequently unable to perform his/her normal duties at the Town's sole discretion may be assigned to light duty upon examination and a finding by a physician, selected by the Town that the bargaining unit member is capable of performing light duty.

Section 3.

Members with on the job injuries, who are medically certified to be capable of light duty, must accept a light duty assignment if one is offered by the Town.

Section 4.

The light duty work shall be performed on a five (5)-day eight (8)-hour day basis during normal business hours, Monday through Friday, unless the physician recommends a different schedule.

ARTICLE XXVIII - MAINTENANCE OF EQUIPMENT, FACILITIES & GROUNDS

Section 1.

Employees shall bring to the attention of the employer in writing any equipment not in a safe or healthful condition.

Section 2.

Employees shall perform duties at the station as defined in the employee's job description.

ARTICLE XXIX - PROBATIONARY PERIOD

All new employees shall be considered probationary employees until they have completed a probationary period of one (1) year. During the probationary period, employment may be terminated at the discretion of the Town at any time. There shall not be any seniority or recourse determination among probationary employees. Probationary employees who are terminated for unsuccessful job performance shall be compensated for accrued vacation as of the date of their termination.

Article XXX - SHIFT SWAPS

The swapping of shifts between bargaining unit members shall be permitted subject to the following

conditions and limitations.

1. The Fire Chief or his designee has the sole discretion to authorize shift swaps and to waive any of the conditions and limitations set forth above. The Fire Chief's exercise of such discretion shall not be subject to the grievance procedure.
2. Shifts are swapped by members of the bargaining unit but shall not affect the operational needs or ALS coverage of the department.
3. A request for a shift swap shall be in writing, shall identify the employees involved in the shift swap, and shall specify the reason why the swap is necessary.
4. A request for a shift swap must be made at least (24) twenty four hours in advance. The Fire Chief may waive the notice requirement.
5. Shift swaps are not to be used to continuously alter assigned day to day shift schedules.
6. Shift swaps do not impose any additional cost to the Town.
7. The Town is not responsible in any way for enforcing shift swap agreements.
8. There shall be no more than (10) ten swaps requests per employee per fiscal year. Employees shall be allowed swap shifts for special events such as weddings, birthdays, and other special events that are mutually agreed on by both the employee and the Fire Chief. The Fire Chief will keep a master list of who is swapping with whom and when they are swapping. If the Fire Chief determines that an employee is abusing this privilege, the Fire Chief may revoke this privilege.

ARTICLE XXXI - CONDUCTING PRIVATE BUSINESS

The employee will conduct no private business while on duty.

ARTICLE XXXII - DRUG AND ALCOHOL TESTING

Section 1 Scope

All members of the bargaining unit are subject to the provisions of this Article.

Section 2 Definitions

All terms used in this Article shall be construed in accordance with the Definitions published by the United State Department of Transportation

Section 3 Prohibited Alcohol and Controlled Substance Related Conduct:

- a.) Reporting for duty and/or remaining on duty while having a blood alcohol concentration of .00 or greater and/or while testing positive for any controlled substance. Employees who are taking over-the-counter and/or prescription drugs which may produce a positive test result are expected to inform the employer of their use of such drugs at the time the prescription is first given by their doctor or when they begin to use the over the counter drugs.
- b.) Possessing alcohol and/or any controlled substances while on duty.

- c.) Consuming alcohol or using any controlled substance while on duty, including at lunch or during breaks.
- d.) Refusing to submit to an alcohol and/or controlled substance test required by the post-accident, random, reasonable suspicion and/or follow-up testing requirements contained in Federal and/or State regulations and/or this Article and/or to cooperate with or follow the instructions of the person(s) designated by the Board to administer any such test.
- e.) Using alcohol within eight (8) hours of an accident and/or prior to undergoing a post-accident alcohol test, whichever comes first.

Section 4 Required Testing

All bargaining unit members are required to submit to drug and alcohol tests under any of the following circumstances:

- a.) All new employees prior to performing any duties on their first day on the job.
- b.) Any employee operating a motor vehicle involved in an accident while on duty which resulted in a fatality and/or the issuance of a citation and/or criminal complaint to said employee for a moving traffic violation arising out of said accident.
- c.) Any employee directed to take such a test as a result of any random testing program mandated by Federal, State, and/or local regulation, policy, and/or this Article.
- d.) Any employee about whom the Chief and/or any other person or person(s) designated by the Chief has a reasonable suspicion that said employee has and/or is violating the prohibitions set forth in this Article.
- e.) All tests conducted pursuant to this section will be done by a person(s) and/or facilities designated by the employer at its expense. An employee may have a Union Representative present during the test if he/she so desires, provided that no test shall be delayed more than two (2) hours as a result of said request.
- f.) Failure by an employee to submit to a test required by this section within two (2) hours of being ordered to do so and/or to cooperate with or follow the instructions of the person(s) designated by the employer to administer any such test will be deemed to be insubordinate unless such requirements are waived in writing by the employer.

Section 5 Results of Prohibited Conduct

- a.) Any employee may be disciplined, subject to the applications of just cause principles, up to and including discharge for engaging in conduct prohibited by this Article.
- b.) In addition to any discipline which may be imposed, no employee may continue to work if found to have a blood alcohol level of .00 and/or if found to be under the influence of any controlled substance. Any such employee will be immediately relieved of duty without pay until he/she passes a "return to duty" test for alcohol with a blood alcohol level of .00 or less and/or test negative for controlled substances.
- c.) "Return to Duty Tests" for alcohol and/or controlled substances will be conducted by a person(s) and/or facility designated by the Town at the expense of the employee.
- d.) In addition to a "return to duty" test, as a condition of continued employment, any such employee shall also be evaluated by a substance abuse professional designated by the Town and shall complete any assistance program designated by said professional. The cost of said evaluation and/or program shall be borne by the employee.
- e.) Any employee who has engaged in conduct prohibited by this Article shall be subject to random unannounced drug and/or alcohol tests. Said tests will be conducted by person(s) or facilities designated by the Town at the Town's expense.

Section 6 Employee Assistance Program

The employer will offer an Employee Assistance Program.

ARTICLE XXXIII – TRAINING

Each bargaining unit employee shall have two training opportunities per fiscal year, as determined by the Chief, and subject to appropriation.

ARTICLE XXXIV -DURATION

This Agreement shall be in effect from July 1, 2017 to June 30, 2020 and shall remain in full force and effect thereafter until a new collective bargaining agreement is executed by the parties.

In Witness Whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

TOWN OF TOWNSEND
BOARD OF SELECTMEN



Donald E. Klein

LOCAL 4926, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



Michael G. Leary

Dated: 11-26-19

Dated: 11-26-19

APPENDIX A

1st year of the contract, July 1st 2017 to June 30th 2018, 2.5% increase to current pay rate with retroactive pay for all hours worked.

2nd year of the contract, July 1st 2018 to June 30th 2019, 2.5% increase to current pay rate with retroactive pay for all hours worked.

3rd year of the contract, July 1st 2019 to June 30th 2020. Effective July 1st 2019, place all members on step 1 of their current rank and EMT level of the wage scale

Wage Scale

Firefighter (step increase = 2.5%)

Step 1 – Recruit to 1 year

Step 2 – 2nd year

Step 3 – 3rd year

Step 4 – 4th year

Step 5 – 5th year

Lieutenant – 10% above step 5 Firefighter/EMT (step increase = 2.5%)

Step 1 – 1st year in grade

Step 2 – 2nd year in grade

Step 3 – 3rd year in grade

Captain – 15% above step 3 Lieutenant/EMT (step increase = 2.5%)

Step 1 – 1st year in grade

Step 2 – 2nd year in grade

Step 3 – 3rd year in grade

| Firefighter: | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------|---------------|---------------|---------------|---------------|---------------|
| FF/EMT | 22.79 | 23.35 | 23.93 | 24.52 | 25.13 |
| FF/Advanced | 23.92 | 24.51 | 25.12 | 25.74 | 26.38 |
| FF/Paramedic | 25.06 | 25.68 | 26.32 | 26.97 | 27.64 |

| Lieutenant: | Step 1 | Step 2 | Step 3 |
|--------------------|---------------|---------------|---------------|
| LT/EMT | 27.64 | 28.33 | 29.03 |
| LT/Advanced | 29.02 | 29.74 | 30.48 |
| LT/Paramedic | 30.40 | 31.16 | 31.93 |

| Captain: | Step 1 | Step 2 | Step 3 |
|-----------------|---------------|---------------|---------------|
| CAPT/EMT | 33.38 | 34.21 | 35.06 |
| CAPT/Advanced | 35.04 | 35.91 | 36.80 |
| CAPT/Paramedic | 36.71 | 37.62 | 38.56 |