COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ATHOL, MASSACHUSETTS

And

PROFESSIONAL FIREFIGHTERS OF ATHOL

LOCAL 1751

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO

EXPIRES JUNE 30, 2016

COLLECTIVE BARGAINING AGREEMENT
2015 - 2016

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COLLECTIVE BARGAINING AGREEMENT
2015 - 2016

PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, Town By-laws including Chapter 9 providing for Administration of Personnel, this agreement is made and entered into this 9th Day of March 2012 A.D., by and between the Town of Athol and the Professional Firefighters of Athol, Local 1751, I.A.F.F., AFL-CIO.

WHEREAS, the Great and General Court of Massachusetts in its wisdom saw fit in the year of 1965 to pass a law recognizing that the Professional Fire Fighters of the Town of Athol have a statutory right to bargain collectively with the Town, it is the intention of this Agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Fire Department as well as the obligation of the Town to protect the safety of the public.

NOW, THEREFORE, in consideration of the mutual obligations contained herein the parties agree as follows.

ARTICLE 1 – RECOGNITION

The Town of Athol recognizes Local 1751, I.A.F.F., A.F.L. - C.I.O., as the sole and exclusive bargaining agent for all regular, full-time uniformed Fire Fighters permanently employed by the Town of Athol in its Fire Department, exclusive of the Chief of the Fire Department, Deputy Fire Chief and all other employees of the Town of Athol, for the purpose of collective bargaining with a view toward reaching agreement relative to questions of wages, hours and other conditions of employment.

ARTICLE 2 - UNION SECURITY

Section 1.

The Town of Athol agrees not to discharge or discriminate in any way against the employees covered by this agreement for union membership or activities

Section 2.

The Town of Athol agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement, which is contrary to this Agreement.

ARTICLE 3 - DUES DEDUCTION

The Town of Athol shall deduct union dues and/or assessments weekly upon receipt of authorization of members of Local 1751, who shall sign deduction form cards to be supplied by the Local. The Town of Athol shall forward to the Treasurer of the Union said deductions each month following the month of deduction.

ARTICLE 4 - MANAGEMENT RIGHTS CLAUSE

The Town of Athol 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 of government including, but not limited to the following:

(1) the operation and direction of the affairs of the Fire Department in all of their various aspects;

(2) the determination of the level of services to be provided;

(3) the command, direction, control, supervision and evaluation of the employees;

(4) the establishment and determination of employee classifications;

(5) the establishment, determination and interpretation of job descriptions;

(6) the planning, determination, direction and control of all the operations, and services of the Department (and their units and programs);

(7) the increase, diminishment, change or discontinuation of operations or unit in whole or in part;

(8) the institution of technological changes or the revising of processes, systems or equipment;

(9) the subcontracting of work; the alteration, addition or elimination of existing methods, equipment, facilities or programs;

(10) the determination of methods, means, location, organization, number and training of personnel of the Department, or its units or programs;

(11) the determination, alteration or modification of the style, type or nature of uniforms and turnout gear provided, however, that issues concerning safety shall remain subject to bargaining;

(11A) class C uniforms shall be daily uniform currently utilized by the full- time staff and may only be modified by both the Local and Chief's mutual agreement, this issue is not subject to impasse

(12) the assignment and transfer of employees;

(13) the scheduling, assignment and enforcement of working hours except as specifically provided by this Agreement;

(14) the establishment, modification and alteration of shifts;

(15) the determination and alteration of the number of employees assigned to shifts, units, tasks, duties, or equipment;

(16) the scheduling and assigning of leaves;

(17) the assignment of mandatory overtime;

(18) the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification and number of employees to be so-called;

(19) the determination of whether goods should be made, leased, contracted or purchased on either a temporary or permanent basis;

(20) the hiring, appointment and promotion of employees;

(21) the use and employment of temporary employees in accordance with Civil Service law;

(22) the layoff or relief of employees due to lack of funds or of work, or in the incapacity to perform duties or for any other reason;

(23) the making, implementation, amendment, and enforcement of such rules, regulations, and safety, operating, and administrative procedures from time to time as the Town deems necessary;

(24) the appropriation of funds;

except in the extent that there is a conflict between the management right and a provision of an Article of the Agreement, in which case the lawful provisions of the Agreement shall apply.

During a bona fide public emergency the Town of Athol will have the right to take any action necessary to meet the emergency, notwithstanding any contrary provisions of the Agreement.

ARTICLE 5 - RULES AND REGULATIONS

Local 1751, I.A.F.F., A.F.L. - C.I.O. recognizes that "Rules and Regulations Governing the Department, 1997, are incorporated into this contract by reference and made a part thereof. The Union must be given prior notice and an opportunity to bargain in good faith to the point of agreement or impasse as required by law for any updates, changes, or additions to the Athol Fire Department Rules and Regulations that affect the full-time firefighters.

ARTICLE 6 - CIVIL SERVICE

Section 1. Retention of Civil Service Rights.

The members covered by this Agreement shall retain their Civil Service Rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

Section 2. No Individual Agreements

The Town of Athol agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement, which is contrary to this Agreement.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1. Hours

The regular work week for members of the fire fighting units shall be forty-two (42) hours. The normal tour of duty for a day shift shall be ten (10) hours from 07:30 a.m. to 5:30 p.m. The normal tour of duty for a night shift shall be fourteen (14) hours from 5:30 p.m. to 07:30 a.m. Any changes may only be made after the Chief gives the Union seven (7) days notice and an opportunity to bargain in good faith to the point of agreement or impasse. Local 1751 reserve the right to have the option of working a day and night shift consecutively.

Section 2. Overtime

All hours worked in excess of ten (10) hours on any day tour, or fourteen (14) hours on any night tour, shall be compensated for at the overtime rate of pay hereinafter set forth.

Members covered under this agreement called back to duty for a 2nd Alarm fire emergency; Paid Detail (private party funded); and Court Time (when not already working) shall be paid a minimum of at least four (4) hours at the overtime rate of pay or as specified in Article 11. Other reasons for call back to duty shall be compensated at the overtime rate of pay for at least one (1) hour and rounded up to the next whole hour for the time worked. The Chief may choose to keep the individual for the full duration of time to be paid.

Section 3. Overtime

In the event that the Chief determines a need for overtime because of vacations; sickness; injury; or other unforeseen conditions the Union will maintain a list and a process that is fair to all members to select an individual for that overtime. The Chief reserves the right to require the overtime to be filled with a specific rank, EMT level, or specialized skill or training as necessary.

Section 4. Overtime Rate of Pay

The hourly rate of overtime pay shall be equal to time and one-half (1 1/2) the employee's hourly rate of pay.

ARTICLE 8 - COURT TIME

An employee who is required to attend court in the line of duty as a witness for the Town of Athol or the Commonwealth during his/her off duty hours shall be paid for all time spent in court at the rate of one and one-half (1 1/2) his/her hourly rate., with a minimum of four (4) hours. If said employee is on duty, a man shall be called in and paid at the rate of one and one-half (1 1/2) times his/her hourly rate at a minimum of four (4) hours.

ARTICLE 9 - WORKING OUT OF GRADE

In the absence of an appointed shift captain, the senior fire fighter on duty who assumes the duties and responsibilities of a Captain shall receive Captain's pay (differential pay) for hours worked in that capacity.

ARTICLE 10 - HEALTH AND SAFETY

The Town of Athol agrees to use Permanent Full-Time Firefighters to drive/operate fire engines, ladder trucks and Brush 2. Also two (2) full-time personnel will be utilized for ladder truck operations (mutual-aid, training, etc.) and three (3) will be utilized if we are operating the pump at the same time as the aerial.

The Town of Athol agrees to send all newly appointed Permanent Firefighters to the Massachusetts Firefighting Academy Fire Recruit Training for full-time firefighters within one (1) calendar year of employment, subject to availability of a training slot. The town will utilize good faith to schedule training at the next available academy.

All shifts shall be maintained with a minimum of four full-time union personnel (not including weekday full-time personnel). In the event of a manageable shortfall in the budget, the Chief may choose, on an occasional basis, not to fill one firefighter vacancy, due to budgetary constraints, on weekday shifts when weekday full-time personnel (Chief and/or full-time Deputy) are available. Night, weekend, and holiday shifts will be staffed with four full-time union personnel. In the event of a significant budget shortfall and the potential need to reduce on-duty shifts below above identified minimums, the Chief must request sufficient supplemental funding from the FWAC and give the Union at least two weeks' notice prior to this meeting. Should the FWAC fail to provide sufficient supplemental funding, the Town Manager shall request the Board of Selectmen to hold a Special Town Meeting to seek funding for the budget shortfall. Upon failure to secure supplemental funding from the FWAC and Town Meeting, the Chief may reduce on-duty staffing, only as necessary to balance the budget, while making every effort to keep the fire department/ambulance staffed with full-time union personnel.

ARTICLE 11 - PAID DETAILS

All employees covered by this Agreement, who are required to report for a private detail, shall be paid for a minimum of four (4) hours. Said pay to be paid by the private party and not by the Town.

The rate of pay shall be $35.00 per hour or the individual's overtime rate, whichever is greater.

ARTICLE 12 - GRIEVANCE PROCEDURE

Alleged grievances of the members of the Fire Department in respect to wages, rates of pay, or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following grievance procedures:

STEP 1 The grievance shall be presented in writing to the Fire Chief within twenty (20) days of the occurrence of the event giving rise to the grievance, or within twenty (20) days after the employee became aware or should have reasonably become aware of the occurrence giving rise to the grievance.

The Fire chief shall hold a meeting with the grievant and representatives of the Union and shall give his answer in writing within ten (10) days of receipt of the grievance.

STEP 2 If the employee or the Union is not satisfied with the answer given by the Fire Chief, a written grievance must be submitted to the Town Manager within seven (7) days after receipt of the Fire Chief's answer or, if no written answer is received from the Fire Chief, within seventeen (17) days of the submission of the grievance to the Chief. The Town Manager shall consider the grievance and render a written decision no later than thirty-five (35) days after its receipt of the grievance.

A grievance not initiated within the time specified shall be deemed waived. Failure of the Town or its agents to respond within the time period set out above shall be deemed a denial of the grievance. Failure of the Union to appeal a decision within a time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Arbitration. If the grievance is not resolved by the answer of the Town Manager as provided above, the Union may, within thirty (30) days after such answer is made or such answer was due and upon written notice given to the Town Manager, submit the grievance to arbitration in accordance with voluntary labor arbitration rules of the American Arbitration Association.

Only disputes or controversies involving an alleged specific violation of language of a provision of this Agreement shall constitute a grievance and the arbitrator shall not have jurisdiction or authority to add to, subtract from, alter or modify in any way the terms of this Agreement. The Arbitrator shall not have jurisdiction or authority to render any decision which conflicts with the statutes and applicable laws of the Commonwealth of Massachusetts.

The Arbitrator shall decide only such issues as are presented to him by the parties unless the parties are unable to agree to an issue; in that case, the Arbitrator shall decide the issue based on the parties' submissions.

The expense of the Arbitrator's services and the proceedings shall be borne equally by the parties.

Time Limits. All days referred to in this Article shall mean calendar days. The time limits set forth herein may be modified by mutual consent of the parties.

Town Rights. The Town of Athol acting through its Town Manager or Chief has the right to the use of the above grievance procedures.

ARTICLE 13 - HOLIDAY PAY

Section 1. Holiday Pay

The following holidays shall be paid for all members of the Fire Department, Local 1751:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

and three (3) personal days to be either a day or a night; personal day will be with twenty-four (24) hour approval of the Fire Chief.

Holiday pay shall be one-fifth (1/5) the employee's weekly salary and shall be paid over and above his weekly salary, whether he works the holiday, is on vacation, injury leave or sick leave.

Holiday pay is paid in two lump sum payments -- once in June and once in December.

Personnel working the day shift on Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the night shift on Christmas Eve, the day shift on Christmas Day and the night shift on New Year's Eve shall receive an additional eight (8) hours pay at their over-time rate in addition to their regular weekly pay and holiday pay for working said holidays.

ARTICLE 14 - VACATIONS

Section 1.

The following vacation schedule shall apply for all members covered under this agreement. A vacation week is equal one tour of duty. Any member whose years of continuous service increases during a fiscal year which entitles them to additional vacation shall be issued that vacation at the beginning of the fiscal year:

Firefighters with six-months of continuous service shall be entitled to one week's vacation during such fiscal year.
Firefighters with one-year continuous service shall be entitled to two week's vacation during such fiscal year.
Firefighters with five-years continuous service shall be entitled to three week's vacation during such fiscal year.

Firefighters with ten-years of continuous service shall be entitled to four week's vacation during such fiscal year.
Firefighters with fifteen-years of continuous service shall be entitled to five week's vacations during such fiscal year.
Firefighters with twenty-three years of continuous service shall be entitled to six week's vacations during such fiscal year.

Section 2.

Whenever the employment of any member with one or more years of continuous service to the Fire Department, subject to the provisions of this article, is terminated during a year by dismissal through no fault or delinquency on their part or by resignation, retirement, or death, shall be paid any unused vacation to them or their estate provided that no monetary or other allowance has already been made thereof. The compensation is calculated as one week of vacation is one week of pay and any partial weeks are proportioned accordingly (4 days/nights equals one week).

Section 3.

Previous employees that return to work in the middle of a fiscal year shall receive pro-rated vacation based on their years of continuous service and how much of the fiscal year remains. The amount will be rounded up to the next whole number.

Section 4. Vacations

The present vacation schedule now in effect shall be retained. Such vacations shall be granted at such times as in the opinion of the Fire Chief, will cause the least interference with the performance of the regular work of such force. Vacation requests shall not be unreasonably denied.

Any member on IOD status shall be allowed upon request to carry over earned unused vacation leave until his/her return to duty or be paid for the vacation prior to the end of the fiscal year.

Any member who is on sick leave status and unable to use his or her vacation leave prior to the end of the fiscal year shall, upon request, be placed on vacation at the end of the fiscal year for the number of unused days of vacation earned. These days shall not be charged as sick leave.

Pay for vacation days earned but not used under this section shall be at the total value of the tours not used. Pay for vacation is calculated as one week of vacation is one week of pay and any partial weeks are proportioned accordingly (4 days/nights equals one week).

Section 5. Vacations

Any employee who becomes ill while on vacation shall be removed from the vacation roster and place on sick leave should such illness or sickness be of a duration of three or more days. He/She shall be eligible for vacation days equal to the number of days illness. All days credited as sick days shall be taken as vacation days at one time and shall not interfere with the regularly scheduled vacation of another employee. These provisions shall not apply in those cases where the employee has failed to take proper precautions to safeguard his/her health and well being. This section is subject to the approval of the Fire Chief.

ARTICLE 15 - LEAVES OF ABSENCE

Section 1. Sick Leave

After one year of service employees shall be entitled to leaves of absence due to sickness up to a total of fifteen (15) days for each such year of employment. Unused sick leave may be unlimited. Sick leave shall be subject to the following rules.

1.1 Each employee must notify the Chief of the Fire Department no later than one hour before the start of his or her shift of any absence, which is to be computed as sick leave.

1.2 Sick leave allowance may be authorized by the Fire Chief. Said Fire Chief shall maintain records pertaining to all sick leaves.

1.3 Sick leave may not be allowed for a disability resulting from the excessive use of intoxicating liquors and drugs.

1.4 Verification of sickness by a physician shall be required if considered necessary by the Fire Chief. Any individual out on sick leave for three or more consecutive shift days and/or nights must present a physician's letter stating that they are capable of returning to full duty as a firefighter.

1.5 Personnel are expected to use sick leave for reasons of illness, therefore individuals are expected to stay at their residence in order to recover. Personnel will be allowed to use five (5) days of sick leave each fiscal year without being checked on. Personnel who use in excess of five sick leave in a fiscal year may be checked on at their residence by the Chief's designee any time between 7:00 a.m. and 7:00 p.m. for sick leave on a day shift and any time between 5:00 p.m. and 10:00 p.m. on a night shift. Individuals who have to leave their residences during these hours must notify the Chief with the time and a valid reason for leaving their residence before they leave so they are not checked while they are gone. Individuals who are checked and are not at their residence and they do not have a

valid justification in the Chief's opinion as to the reason why they were not at their residence than they will be subject to disciplinary administrative action and may not be paid sick leave pay for the hours not worked.

1.6 Pay back for unused sick leave for each Permanent Fire Fighter will be at 50% upon retirement or job related disability retirement for a maximum of 300 days for firefighters hired prior to July 1, 2008 and a maximum of 260 days for firefighters hired July 1, 2008 or after. The maximum cap is for pay back purposes only.

Section 2. Injured Leave

Whenever a Fire Fighter is incapacitated for duty because of injury sustained in the performance of his/her duty, or a Fire Fighter assigned to special duty by his/her superior whether or not he/she is paid for such special duty by the Town, he/she shall be granted leave without loss of pay or sick leave time for such period of incapacity. All amounts payable shall be paid at the same time and in the same manner as, and for all purposes shall be considered to be, the regular compensation of the Fire Fighter. All injuries and re-occurrences of injuries shall be reported as required by department regulations.

Section 3. Emergency Leave

Emergency leave, up to a maximum of seven (7) days, may be allowed for serious illness or death in the immediate family defined as wife, children. father, mother, father-in-law, mother-in-law, sister, brother, grandmother, grandfather, step-father, and step-mother. Such leave will be charged to sick leave. Emergency leave time shall not count towards the five days allowed under Section 1.5 of this Article.

Section 4. Substitutions

Uniformed members of the Fire Department shall be permitted to substitute or exchange time with members within the Department, only upon prior approval of the Chief of the Department.

Section 5. Military Leave

Upon approval of the Fire Chief and Town Manager and at the request of the individual, the Town shall allow an additional fifteen days military leave for an employee who is ordered to report for mandatory federal active duty military service for a period longer than three months. This additional leave will be allowed for a twelve-month period. This leave may be approved for a second twelve-month period upon approval from the Fire Chief and Town Manager. This leave is only valid while the individual is on mandated federal active duty military service.

Section 6. Temporary Limited Duty

6.1. The Fire Chief may require a firefighter who has been injured on duty (IOD) or is on sick leave status for more than twenty (21) consecutive days and who is not hospitalized, to perform temporary light duty, provided however, that the firefighter is not taking medication which would impair his or her performance; the Town is not contesting the firefighter's IOD or sick leave status; and the firefighter does not have a retirement petition pending before the Retirement Board.

6.2. The Fire Chief shall only assign a firefighter on temporary light duty to tasks medically appropriate for the firefighter's injury or condition. No firefighter shall be assigned to fire suppression duty or emergency medical duties while on temporary light duty status. The Fire Chief may refer the firefighter to the Town Physician to determine if he or she is capable of performing light duty and what light duty assignments in the Fire Department are appropriate. If the firefighter's physician and the Town physician disagree on whether a firefighter is capable of performing light duty or what duties he or she is capable of performing, they will agree to have the firefighter examined by a third physician, at the Town's expense, whose opinion shall be binding on both parties and not subject to the grievance procedure.

6.3. Notwithstanding any provision of the Agreement to the contrary, a firefighter on temporary light duty shall accrue sick leave and vacation leave as well as all benefits of the agreement while on such duty.

6.4. During a light duty assignment if a dispute should arise as to the firefighter's ability to physically continue to perform the assigned duties, the dispute shall be settled in accordance with Section 2 of this Article.

6.5. A member on temporary light duty shall be allowed time off for doctor's appointments and prescribed therapy.

ARTICLE 16 - CLOTHING AND PROTECTIVE EQUIPMENT

Section 1.

The clothing allowance for the members of the Fire Department shall be $550.00 for FY-13, $575.00 for FY-14 and $600.00 for FY-15. This shall be for dress and work uniforms and for accessories necessary thereto.

Section 2.

All personal protective firefighting and medical equipment shall be supplied and replaced at the expense of the Town.

Section 3.

The Clerk of the Fire Department shall keep records of the clothing allowance fund, for the employees covered under this Agreement. The Chief of the Fire Department shall oversee the clothing allowance.

Section 4.

The color and style of work clothes shall be at the discretion of the Chief of the Fire Department.

ARTICLE 17 - SALARIES

Section 1:

Effective July 01, 2015 through June 30, 2016

First Year of Service	37071.41
Second Year of Service	39182.92
Third Year of Service	41366.55
Fourth Year of Service	42359.15
Thirteenth Year of Service	44053.51
Captain	47634.44

Section 2:

Any firefighter detailed off shift for a period longer than six (6) months to work an off shift schedule shall receive an additional $1,500.00 per year added to their base pay as defined in the above compensation schedule.

ARTICLE 18 - NO STRIKE CLAUSE

In view of the fact that the Athol Permanent Fire Fighters Local 1751 A.F.L. - C.I.O. constitution prohibits and forbids striking against the public safety, and also that Chapter 149 of the General Laws of Massachusetts prohibit such striking, and recognizing that it is unlawful for any employee of the Athol Fire Department to engage in, induce, or encourage any strike, work stoppage, slow-down, or withholding of services, Local 1751 agrees that neither it nor its officers will call, instigate, authorize, sanction, or ratify any strike, slow-down, or stoppage of work by employees of the Town.

ARTICLE 19 - SAVINGS CLAUSE

Section 1.

All station and house privileges and duties presently enjoyed shall be retained.

Section 2.

The Town will not make any changes involving Sections 1 or a mandatory subject of bargaining where a past practice has been established without fulfilling its legal obligation to provide the Union with prior notice of any proposed change, and if the Union so requests, bargain in good faith to the point of agreement or impasse as required by law.

ARTICLE 20 - MEDICAL INSURANCE AND LIFE INSURANCE

Section 1.

The Town agrees to use good faith to continue the present health and life insurance plans, and any other additions or added coverage extended to Town employees, and in departments, under any of the present medical and life insurance programs, the same addition shall be extended to the members of this Agreement. Before deleting or amending any coverage under this Article, the Town will provide the Union notice and the opportunity to negotiate as required by law. The Town will engage in good faith negotiations with the Union if requested before making changes over which the Town has control.

Section 2.

The Town shall continue the present insurance coverage on all employees who operate motor vehicle fire apparatus in its Fire Department.

Section 3.

The Town agrees to pay 100% of the replacement cost for eyeglasses or corrective lenses lost or damaged in the line of duty. This will cover prescription corrective vision equipment only.

Section 4.

Individuals who choose not to participate in the Town's Health Insurance program are eligible for reimbursement of their contribution (up to a maximum of 30% of the total premium and not to exceed $5,000) towards one other health insurance plan for which

the individual is receiving benefits. The individual must either submit verification of payment for reimbursement or have a monthly bill sent to the Town for payment or another mutually agreeable arrangement.

ARTICLE 21 - EDUCATION INCENTIVE

Full-time firefighters will be entitled to tuition reimbursement in the future at the rate of up to $85.00 per credit hour of Fire Science Degree courses, pre-approved by the Chief, upon successful completion of the course, with a grade of C or higher.

ARTICLE 22 - LONGEVITY

Section 1.

The following longevity plan shall compensate members of Local 1751 for their faithful years of service as follows: Upon completion of following years of continuous service:

Five (5) years -	$ 620.00
Ten (10) years -	$ 670.00
Fifteen (15) years -	$ 720.00
Twenty (20) years -	$ 770.00
Twenty-five (25) years -	$ 820.00

Section 2.

The above longevity plan shall be paid to the members of the Fire Department entitled to same on the first payday in December.

ARTICLE 23 - LIABILITY

The Town shall be responsible for all liabilities while a Fire Fighter is in the performance of his duties or assigned to special duty by his superior according to the provisions of Massachusetts General Law Chapter 41, Section 100.

ARTICLE 24 - DRUG TESTING

Section 1 Probationary Employees.

Employees may be tested once during the probationary period at a time determined by the Chief.

Section 2. Absence from Duty.

An employee who is absent from duty for more than twenty (20) continuous calendar days or thirty (30) calendar days in a one (1) year period on sick leave where you reason for absence is in question, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to duty.

Section 3. Serious Incidents.

An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

Section 4. Career Assignments.

An employee may be tested as a condition of promotion and upon their assignment to any specialist position resulting in increased base salary compensation.

Section 5. Reasonable Suspicion.

An employee may be tested after a determination by the Chief that there is reasonable suspicion to test the employee and the Chief must obtain approval for testing from the Executive Board of Local 1751 prior to such testing. Reasonable suspicion is defined as abnormal activity of an individual, which may be signs of drug abuse or misuse. The Executive Board shall consist of five members and a simple majority vote of three members is needed.

Section 6. Random Testing.

An employee may be tested at random for drug use, but not more often than once per fiscal year and when an individual is randomly tested they will be removed from the random selection list until all employees have been tested. The list will then be refreshed and continued in the same manner.

Section 7. Procedures.

1. Urine samples will be taken from an employee or a prospective employee according to direction provided by the testing facility.

2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used. Such laboratory shall be agreed to by both the Town and Local 1751. Such laboratory shall be accepted by a simple majority vote (greater than 50%) of the total Union Membership.

3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. This information will be kept confidential and will only be utilized to compare with the test results if any positive drug indications were identified.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. All information given to the testing facility shall remain confidential and property of the testing facility only.

4. Test results will be made available to the employee by the Chief of the Department only. Test results from the testing facility shall only be made available to the Chief and the employee if they specifically request in writing a personal request for results. Employees having negative drugs test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. For urine sampling, the employee will be accompanied by the Chief to the agreed upon collection facility. The employee will be assigned test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify appropriate documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will report to the station at the time designated for transportation to the medical facility or laboratory agreed to by the Town and Local 1751 to obtain the testing sample.

7. The Chief will consult with Local 1751 as to what drugs will be tested for in each series of testing. Such drugs being tested for shall be from the listing of drugs in Section 10 of this Article. The testing facility will only report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage at the testing facility or at a location agreed to by the Town and Local 1751 for as long as appropriate.

Section 8. Prohibited Conduct.

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

Section 9. Impairment by Prescription Medicine.

An employee shall notify the Chief when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of the known side effects of such medication and the prescribed period of use. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

Section 10. Drugs for which may be tested.

The following is a list of drugs which may be tested for during testing: Marijuana, Cocaine, Heroin, LSD, PCP, Morphine, Valium, Versed, Methamphetamine (Speed), Narcotic Analgesics and any other drug which is authorized by the Commonwealth of Massachusetts Department of Public Health to be carried on an ambulance or stored at the ambulance re-supply location.

Section 11.

Employees which are found to have a positive drug test shall be given a second test at a testing facility agreed to by the Town and Local 1751. The employee may choose a urine, blood or hair type test. If the employee is found positive a second time, said employee shall incur the cost of the second test.

Section 12.

Employees will execute a form acknowledging receipt of a copy of this article and agreeing to be bound thereby.

ARTICLE 25 - AMBULANCE SERVICE AGREEMENT

Section 1. Training.

The Union agrees that EMT re-certification requirements will be the responsibility of each individual to accomplish with compensation to be part of the annual stipend added to the EMT's base pay. The department will try to provide as many "in house" EMT continuing education and EMT re-certification classes as possible. The Town shall be responsible for the State EMT re-certification fees.

Training mandated beyond the re-certification requirements will be compensated at the hourly overtime pay rate. Individuals who wish to attend non-mandatory training classes shall attend at no cost to the Town but they may request the tuition costs with the approval of the Chief. If any mandatory or required training is unavailable in-house, such individuals will be granted time to attend classes without having to use vacation/personal time. Also, fees for such classes and certifications will be the responsibility of the Town.

Section 2. Condition of Employment.

Any Firefighter hired after January 1, 1997 must maintain the level of EMT certification they were hired to fulfill (i.e. EMT-Basic, EMT-Intermediate or EMT-Paramedic). If an employee loses their level of EMT certification, said employee has six (6) months from the date they lost the certification level to re-obtain it at no cost to the Town. After six (6) months, if the employee is not certified to the appropriate EMT level in accordance with the Massachusetts Department of Public Health Office of Emergency Medical Services, the Town reserves the right to terminate their employment. If an employee loses their certification as a result of an extended illness or injury, as defined in Article 15 of this agreement, said employee has one (1) year from the date they return to active duty to get re-certified at no cost to the Town unless it is a line of duty injury.

All full-time firefighters shall be Massachusetts EMT Certified unless the Fire Chief approves an EMT certification waiver due to special circumstances.

In the event that it will not drop the number of EMT's below an acceptable level, in Chief's opinion, a firefighter/EMT who was hired before January 1, 1997 may decide not to renew their EMT certification. If more than one such employee makes such a request, the senior employee's request will receive priority.

Section 3. Clothing.

Any employee certified as an EMT and who regularly performs ambulance duty shall be provided with appropriate EMS clothing and the Town shall establish an account subject to appropriation for the purchase of such additional items as are determined by the Chief.

Section 4. Health and Welfare

The Town agrees to provide and maintain for all employees, vaccinations against Hepatitis B, flu and any other vaccines that are considered prudent preventative health measures by qualified medical consultant; employees who decline such measures shall do so in writing with a waiver and release for satisfactory to the Town.

Section 5. Infectious Disease.

The Department shall make a reasonable effort to obtain verification from any hospital serviced by the department employees, any time that a patient is brought in by a department employee has an infectious disease.

Section 6. EMS Coordinator

The Chief shall appoint a qualified permanent firefighter/EMT to serve as the EMS Coordinator. The Chief will prepare, from time to time, a job description.

The annual pay shall be $4,000.00 added to their EMT pay if they are fulfilling this position while they are assigned as a regular shift rotation firefighter.

Section 7. Call Back.

When the Chief or designee decides to do so, there shall be a firefighter called back to the station for fire suppression whenever the EMS call results in a transport or/and extended scene time. Additionally, EMS call back may be paid to firefighter-EMT's called back for training or meetings. All EMS call backs shall be paid one (1) hour minimum, and will graduate by one (1) hour increments thereafter. The callback rate shall be at the individual's overtime rate. Any F/F who responds for EMS callback on any holiday specified in Article 13-Section 1 of this agreement between the hours 5:30 PM the day prior until 7:30 AM the day following shall receive a minimum of two (2) hours of callback. Employees will stay on duty for the full time for which they are compensated unless relieved by the Chief or designee. Additionally, any F/F who responds for EMS Callback and responds on an ambulance call as part of the crew shall receive a minimum of two (2) hours of callback.

Section 8. Ambulance Staffing

If a scheduled career firefighter/EMT is absent due to illness, injury, personal time, or vacation time, and the Chief decides to fill the position, that position will be filled by a firefighter/EMT. Career firefighter-EMT's shall be given the first opportunity to fill vacant positions for assignment to the Ambulance. The filling of vacancies, when the Chief so decides, for assignments to the Ambulance, shall be conducted as follows:

(1) A roster of qualified career firefighter-EMT's shall be utilized, in accordance with Article 7.3 of this agreement.

(2) If no qualified career firefighter-EMT's can be found to fill the vacancy, Athol Call Firefighter/EMT's will be utilized to fill the vacant positions, for assignment to the ambulance.

Nothing will prevent the use of call firefighter-EMT's for non-emergency transports.

Section 9. Compensation for Active EMT's.

Career firefighter/EMT's who perform regular ambulance duties at the applicable certification level shall receive the following compensation added to their annual base salary:

	FY-2016
EMT-Basic -	$5,500.00
EMT-Intermediate -	$6,000.00
EMT-Paramedic -	$9,400.00

A performance incentive one-time bonus will be paid with the June Holiday Pay or other mutually agreeable time, in FY-13 for FY-13 performance; FY-14 for FY-14 performance; and FY-15 for FY-15 performance under the following conditions: 1% of base pay if revenues collected exceed $750,000 and 2% of base pay if revenues collected exceed $775,000. In the event that the revenue is in question at the time the June performance payment is due; payment will be delayed until July of that year.

Section 10. Termination of Ambulance Service

Notwithstanding the foregoing (Article 25), the parties recognize that the Town may terminate its ambulance service at any time which would include terminating any compensation or benefits as described in this article except that any Union member that maintains State EMT Certification at any level shall receive the EMT-Basic stipend amount added to their pay.

ARTICLE 26 – FIRE DISPATCHING

Fire Dispatching: The Town of Athol Police Department (APD) may schedule training with Athol Fire Department (AFD) dispatchers between the hours of 8 am and 9 p.m. Once trained, the Athol Police Department may handle initial dispatch duties* for the fire department. This will allow the full-time firefighter staffing the fire communications center, which is normally staffed, to respond to an emergency call or other response as needed. The Chief of the Fire Department or his designee shall recall full time staff to a minimum of three personnel when the station is emptied to cover additional apparatus and the fire communications center. The first person recalled when the station is emptied shall receive a two hour minimum call back pay, otherwise, call back shall be filled as per current policy, and will include staffing of the fire communications center. The fire department will take over dispatch in the fire communications center as soon as full time staffing or the Chief is available.

* Initial **dispatch duties** are defined as, temporarily, until the fire communications center is staffed, answering the fire department

phone lines; communicating with fire units and encoder toning via the fire radio frequencies; and contacting mutual-aid resources requested by the incident commander.

Terms and Conditions:

a. The current number of full-time personnel covered by the CBA assigned to the fire department shall not be reduced once APD dispatching is implemented.
b. The Union shall have the ability to suggest improvements and corrections in regards to APD dispatching of the AFD to the Fire Chief and the Fire Chief shall have the ability to implement any reasonable request.
c. Athol Police dispatchers may answer fire department phones and utilize fire radios for training and initial dispatching in accordance with above conditions.

ARTICLE 27 – FIRE ALARM POSITIONS

Should the Town choose to fill the positions of Fire Alarm Superintendent and/or Assistant Fire Alarm Superintendent, the individual(s) selected shall be from members of the union and the stipend compensation will be as identified in the Town Personnel Bylaw.

ARTICLE 28 – RIGHT OF FIRST REFUSAL

Section 1: "Firefighters covered under this Agreement shall be given preference for all fire suppression shift opportunities, detail opportunities, and to fill in absences of any full-time Firefighter. If such work is not fulfilled by available permanent Firefighters, the Chief may at his or her discretion assign any Firefighters."
Section 2: **Mutual Aid**, when requested and approved by the Chief or his designee or pursuant to the Town's Standard Operating Procedures / Guidelines shall be handled as follows:
(A): Every attempt shall be made to secure a minimum manning ratio of fifty (50) percent permanent firefighters, exclusive of the Chief or Full-time Deputy Chief, on all responding equipment.
(B): The Town and Local 1751 agree to employ a first-come first-serve system to be utilized by the permanent firefighters, to determine manning on such equipment.
(C): The Driver/Engineer position may be filled from the on-duty personnel, but any other assignments shall be filled with off duty personnel. The Fire Chief may elect to utilize additional on-duty personnel if he or she so desires.

(D): Nothing in this section shall modify the current staffing configuration of the Ladder Truck or the terms of Article 10 of the parties' CBA, "Health and Safety".
(E): If such work is refused by all available permanent Firefighters, the Chief may at his or her discretion assign any Firefighters.
(F): The terms of this Article shall not apply to "medical" mutual aid requests or assignments.

ARTICLE 29 – EMERGENCY MEDICAL DISPATCHING

Section 1. The Union agrees that EMD re-certification requirements will be the responsibility of each individual to accomplish. Fire Fighters certified as EMD will receive an annual stipend of three thousand dollars ($3,000.00). The Town shall try to provide as many "in house" EMD continuing education and EMD re-certification classes as possible. The Town shall be responsible for all related EMD re-certification fees. Fire Fighters will not be provided any additional compensation when attending mandatory training while on duty. The aforementioned stipend of $3,000.00 shall be dependent upon Town's receipt of State, Federal, and/ or any comparable grant funding. For the purposes of this Article only, State, Federal, and any comparable grant funding shall be referred to as "Funding".

If any mandatory or required training is not available in-house, such individuals will be granted time to attend such classes without having to use vacation/ personal time. Fire Fighters who attend mandatory training for EMD re-certification while off-duty outside of regularly scheduled hours will be compensated at the hourly overtime pay rate. Also, fees for such classes and certifications will be the responsibility of the Town.

Fire Fighters wishing to attend non- mandatory training classes shall attend at no cost to the town but they may request, via the Chief, that the town pay for tuition costs.

Section 2 Certification Requirements:

The Union agrees that no less than seventy-five percent (75%) of the full- time Fire Fighters represented will maintain a nationally recognized EMD certification, as determined by the Town for as long as the full- time Fire Fighters provide emergency medical dispatch services. If a Fire Fighter loses their certification as a result of an extended illness or injury, as defined in Article 15 of this agreement, said employee has one (1) year from the date he or she returns to active duty to get re-certified at no cost to the town unless it is a line of duty injury.

Section 3 Terms and Conditions:

A. The Union shall have the ability to suggest improvements and possible corrections in regards to dispatching. The Town agrees to allow the Union to have a voice and be present at regional or other local affiliate meetings as it pertains to dispatching and other communications.

B. The Town of Athol and Local 1751 shall act in good faith to apply for State funded E 9-1-1 grant or any comparable Funding available. If Funding is not procured, the Town shall be responsible for a one thousand dollar ($1,000.00) annual stipend to be rolled in to each Member's base pay.

Section 4 termination of Athol EMD services

The Town may terminate EMD services by Athol Fire Fighters only under the following conditions.

A. For a continuous period of six consecutive months or more, at least 75 percent of Full-time Firefighters are not EMD certified; OR

B. The Town decides to regionalize EMD services and the current number of full-time personnel covered by the Collective bargaining Agreement shall not be reduced, subject to appropriates at Town meeting.

C. Should EMD services be terminated for any reason other than A, any member covered by this agreement shall receive a one thousand dollar ($1,000) increase to their base pay.

ARTICLE 30 – FIRE TRAINING

Athol Fire Department Members covered under the CBA can earn up to four hundred and eighty ($480.00) annually at a rate of forty ($40.00) per hour for fire related training including but not limited to Massachusetts Fire Academy and National Fire Academy. The hourly rate will satisfy mileage, meals, and course fees. A certification of completion or other acceptable proof of attendance shall be furnished to the Town at the Town's request.

ARTICLE 31 – DURATION OF AGREEMENT

The provisions of this agreement are not retroactive except for wages and those will be retroactive to July 1, 2015 or the date this contract is signed by both the Union and the Town, whichever is later, and will not be paid until after Town Meeting ratifies this contract and the funding associated with it. This Contract shall continue in effect to and including June 30, 2016, and shall thereafter automatically renew itself for consecutive terms of one (1) year each unless no sooner than October 31st next prior to the expiration of the contract, the Town or the Union shall have given the other written

notice of its desire to modify or terminate this contract. Otherwise, the Agreement remains in force and effect without change.

In the event notice is given as required in this section and an agreement is not reached by June 30th in any year, then the existing Agreement shall remain in full force and effect during negotiations.

Within twenty-one (21) days of receipt of such notification by either party, a conference shall be held between the Town and Union negotiating unit, for the purpose of such amendment, modification or termination.

SIGNED THIS DATE: July 7, 2015

FOR THE TOWN OF ATHOL BY ITS BOARD OF SELECTMEN

FOR THE PROFESSIONAL FIREFIGHTERS OF ATHOL, LOCAL 1751

FOR THE TOWN OF ATHOL BY THE TOWN MANAGER

Approved as to Form

Labor Counsel