

AGREEMENT
BETWEEN
TOWN OF DOUGLAS
AND
TEAMSTERS, LOCAL 170
(Firefighters Unit)
7/1/11 – 6/30/14

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ARTICLE 1
RECOGNITION

The Municipal Employer recognizes the Truck Drivers & Helpers Local No. 170, International Brotherhood of Teamsters, as the sole and exclusive bargaining representative for “all full-time and regular part-time firefighter/EMTs employed by the Town of Douglas excluding the Fire Chief, all call firefighters, and all confidential, managerial, casual and other employees” as certified by the Massachusetts Labor Relations Commission in Case No. MCR-06-5169.

ARTICLE 2
MANAGEMENT RIGHTS

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, without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government, including but not limited to the following examples:

1. the operation and direction of the affairs of the Department in all of its various aspects;
2. the determination of the level of services to be provided;
3. the direction, control supervision, training and evaluation of the employees;
4. the termination of employee classifications;
5. the determination and interpretation of job descriptions;
6. the planning, determination, direction and control of all operations and services of the department (and its units and programs);
7. the institution of technological changes, including computerization and the revising of processes, systems or equipment;
8. the increase, diminishment, change or discontinuation of operations, in whole or in part;
9. the institution of technological changes, including computerization of the revising of processes, systems or equipment;
10. the alteration, addition or elimination of existing methods, equipment, facilities or programs;
11. the determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not;
12. the assignment and transfer of employees, the scheduling and enforcement of shifts, vacations, days off and working hours;
13. the assignment of overtime;
14. the determination of whether or not goods should be leased, contracted or purchased on either a temporary or permanent basis;
15. the hiring, appointment, promotion, demotion, suspension, discipline or discharge of employees;
16. the layoff or relief of employees due to lack of funds or of work or for any other reason;
17. 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;
18. During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency. The exercise of management rights under this section shall not be subject to the provisions of Article 8 (Grievance Procedure) of this Agreement.

ARTICLE 3 **NON-DISCRIMINATION**

Section 1. The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, genetic information or any other legally protected class status.

Section 2. If the Town accommodates an employee in accordance with the Americans with Disabilities Act (“ADA”), that accommodation shall not be the subject of a grievance or arbitration.

ARTICLE 4 **NO-STRIKE**

Section 1. No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

Section 3. The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4. Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

Section 5. The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

ARTICLE 5
DUES CHECK-OFF

Section 1. Each bargaining unit members shall be required as a condition of employment to pay Union dues, subject to Article 6, Agency Service Fee. The Town of Douglas shall deduct regular Union dues in the amount authorized by the employee, from the employee's biweekly paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.

Section 2. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 3. Any authorization for deduction shall be on the form attached hereto as Attachment A.

ARTICLE 6
AGENCY SERVICE FEE

Section 1. Effective the ninetieth day following the beginning of employment, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay an agency service fee during the life of this Agreement to the Union in an amount equal to the cost of contract administration and negotiations.

Section 2. The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employees' pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

Section 3. In the event that an employee has not earned enough in a pay period to satisfy his or her agency fee obligation, the Union shall collect those fees directly, and the Town shall not be held responsible for collection of those fees.

Section 4. Any authorization for deduction shall be on the form attached hereto as Attachment A.

Section 5. This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union Dues under Article 5 of this Agreement.

Section 6. No action by the Town shall be considered against any member of the bargaining unit for failure to meet his agency service fee obligation unless and until the Union certifies in

writing to the Town said member of the bargaining unit has not met the obligation imposed by this Article.

Section 7. The Town, through its Treasurer, shall only deduct the Agency Service Fee during the existence of an executed agreement between the Town and the Union.

ARTICLE 7

GRIEVANCE AND ARBITRATION

Section 1. For purposes of this Article, a “grievance” will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided, however, that any matter arising under the purported exercise of management rights pursuant to Article 2 of this Agreement, or any matter reserved to the discretion of the Town by the terms of this Agreement, or arising before or after the dates of this Agreement, will not be subject to this grievance procedure nor construed as being grievable. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance and arbitration procedure.

Section 2. All grievances will be handled in accordance with the grievance procedure set forth in this Article. References to periods of days in this Article will not include Saturdays, Sundays, or holidays. A representative of the Union may accompany the employee in any meeting with a Town representative concerning a grievance.

A. Step 1 Within ten (10) days of the event that gave rise to the grievance, the employee or the Union shall submit the grievance in writing to the Fire Chief. The grievance will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises, (c) the specific provisions of the Agreement that allegedly have been violated, and (d) the remedy sought. The date the grievance is submitted to the Fire Chief will constitute the commencement date of the grievance. The Fire Chief may meet with the employee and the Union, and attempt to settle or adjust the grievance. The Fire Chief will submit a written decision within ten (10) days of receipt of the grievance.

B. Step 2 If the grievance is not resolved at Step 1 or answered by the Fire Chief within the time limit set forth above, the employee or the Union may appeal the grievance, in writing, to the Board of Selectmen with a copy to the Fire Chief and the Executive Administrator, not later than ten (10) days from the date of the Fire Chief’s response or date on which the Fire Chief’s response was due, whichever is earlier. The Board of Selectmen, in its sole discretion, may elect to meet with the employee or the Union to discuss the grievance or may rule on the grievance without any meeting. The Board of Selectmen shall respond to the grievance, in writing, within fifteen (15) days after the date of receipt of the appeal.

C. Step 3 In the event that the grievance is not satisfactorily resolved at Step 2, the Union may submit the matter to final and binding arbitration at the **American Arbitration Association**, within ten (10) days of the Board of Selectmen’s decision or in the event no decision is rendered, the date on which the Board’s decision was due, whichever is earlier.

Section 3. The award of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no power to add to, subtract from or modify this Agreement. The arbitrator shall not render a decision contrary to state or federal law. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.

Section 4. The Union's failure to initiate any Step within the appropriate time limit shall result in barring the grievance.

Section 5. The failure of the Fire Chief or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Union may move the matter to arbitration.

Section 6. The time limits set forth in this Article may be extended by mutual agreement of the parties.

Section 7. The parties acknowledge the Fire Chief's authority as the appointing authority under Massachusetts General Laws chapter 48, Section 42 and shall administer the grievance process in accordance with that authority (e.g., only the Fire Chief may adjust disciplinary grievances).

ARTICLE 8
LEAVES OF ABSENCE

A. FAMILY MEDICAL LEAVE ACT: The Town agrees to adhere to the provisions of the Family Medical Leave Act when an employee requests a leave of absence for the birth or adoption of a child.

B. MILITARY LEAVE: A full-time firefighter in the armed forces reserve or National Guard, who shall be required and who does attend annual active duty for training, shall be paid the difference between the compensation received for such active duty and his or her regular compensation from the Town, provided that such payment by the Town shall be limited to a period not to exceed two (2) weeks in any twelve (12) month period, and shall not include payment to members of the National Guard or reserves who may be mobilized during an emergency.

C. UNPAID LEAVE OF ABSENCE: The Fire Chief may grant an unpaid leave of absence to an eligible full-time firefighter for specific periods of time, up to ninety (90) days, and for specific reasons. The Fire Chief grants a leave of absence so that length of service of an employee is protected. Seniority will continue to accrue for the duration of the leave. No fringe benefits will accrue during the unpaid leave of absence. All regular full-time firefighters are eligible for an unpaid leave of absence after one year of service. A leave must be requested for a specific period of time, up to ninety (90) days. The reason for the leave will determine the length of time that can be granted. The Fire Chief shall approve or disapprove the request. The employee must report to work on or before the end of the leave, unless an extension has been granted. All requests for extensions must be made in writing at least two weeks before the end of

the original leave. If an employee does not report to work when expected, his or her absence will be considered a voluntary termination of employment.

D. JURY DUTY: A full-time firefighter summoned to jury duty will be excused from work for the period required performing the jury duty. If the jury is prematurely excused from duty during the time of service, the employee is expected to return to work as usual. An employee required to serve on a jury, and thus having to be absent from work, shall, upon presentation of a jury service certificate to the Fire Chief, be paid regular wages by the Town for the first three days of jury service. Employees required to serve on a jury for more than three days shall be compensated by the Commonwealth in accordance with General Laws, Chapter 234A, and shall not be eligible for any further payment for jury service from the town.

ARTICLE 9
BEREAVEMENT LEAVE

Every full-time firefighter shall be entitled to a maximum of three (3) consecutive days absence without loss of pay in case of death of a member of his or her immediate family. "Immediate family" is defined as follows: legal spouse, son, daughter, father, mother, sister, brother, mother-in-law, and father-in-law. Additional bereavement time may be taken from personal or vacation days with the Fire Chief's approval. Said approval shall be without precedent or prejudice.

ARTICLE 10
CONDITIONS OF EMPLOYMENT

Section 1. All employees shall wear seat belts while driving/riding in a motor vehicle while on duty or at any time in a Town owned motor vehicle as a condition of employment. The failure to wear a seat belt shall be grounds for disciplinary action up to and including termination.

Section 2. All employees shall maintain a valid and current certification as an Emergency Medical Technician – Paramedic as a condition of employment. If an employee fails to maintain such certification the employee shall be placed on an unpaid leave of absence pending recertification. If the employee fails to maintain a paramedic certification on multiple occasions the employee shall be terminated from employment with the Town. The Town will reimburse an employee for the cost to renew his/her paramedic certification (\$150.00 every two (2) years).

Section 3. All employees are required to maintain a valid and current certification in the use of defibrillators and shall be certified in CPR as a condition of employment. If an employee fails to maintain such certification the employee shall be placed on an unpaid leave of absence pending recertification. If the employee fails to maintain a defibrillators or CPR certification on multiple occasions the employee shall be terminated from employment with the Town. The Town will reimburse an employee for the cost to renew his/her CPR certification (\$6.00).

Section 4. All employees must successfully complete the first Massachusetts Firefighter Academy and NFPA Firefighter I & II certification programs offered after beginning employment as a condition of employment. The failure to successfully complete the Firefighter Academy and to obtain and maintain NFPA Firefighter I & II certifications shall be grounds for

disciplinary action up to and including termination. Employees who have successfully completed the NFPA Firefighter I & II certification programs prior to the date of hire shall be exempt from the condition that they successfully complete the Firefighter Academy.

Section 5. At the Chief's discretion, the Town will pay members of the bargaining unit a maximum of forty-eight (48) hours for non-department training.

ARTICLE 11
HEALTH INSURANCE

Section 1. The Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

Section 2. The Town shall have the right to change health insurance, health maintenance organization or other health coverage providers, plans, and/or benefits without bargaining with the Union.

Section 3. The Town shall engage in impact bargaining over changes in the Town's premium contribution rate of health insurance and HMO plans.

ARTICLE 11A
HEALTH AND SAFETY

The Town is concerned for the safety and health of its employees and will take steps to ensure that working conditions are in compliance with the applicable state laws and shall meet periodically with the Union to discuss safety matters.

ARTICLE 12
REDUCTION-IN-FORCE

Section 1. Except in unusual circumstances, the Union will be notified by the Fire Chief at least four (4) weeks in advance of any proposed reduction in force.

Section 2. If a reduction in force is necessary with respect to the Fire Department, a reduction in force shall be achieved through layoffs. Layoffs shall be based upon seniority and qualification.

ARTICLE 13
PROBATIONARY PERIOD; DISCIPLINE

Section 1. Employees shall serve a twelve (12) month probationary period during which they may be disciplined up to and including termination without cause.

Section 2. Employees who have successfully completed the probationary period shall not be disciplined except for just cause.

Section 3. Oral or written reprimands to employees who have successfully completed the probationary period may be processed to Step 2 of the grievance process, but may not be

processed to arbitration. Only disciplinary suspensions and discharges may be processed to arbitration by the Union.

ARTICLE 14
WAGES

Section 1. Base Wage. Effective July 1, 2007, bargaining unit members shall be paid for forty-five (45) hours of work per week at the following hourly rate:

Effective July 1, 2011, increase base wage by 1.5%

Step 1:	\$17.36
Step 2:	\$17.73
Step 3:	\$18.14
Step 4:	\$18.55
Step 5:	\$18.97
Step 6:	\$19.40
Step 7:	\$19.83
Step 8:	\$20.30
Step 9:	\$20.74
Step 10:	\$21.27

Effective July 1, 2012, increase base wage by 1.5% as follows:

Step 1:	\$17.62
Step 2:	\$18.00
Step 3:	\$18.41
Step 4:	\$18.83
Step 5:	\$19.25
Step 6:	\$19.69
Step 7:	\$20.13
Step 8:	\$20.60
Step 9:	\$21.05
Step 10:	\$21.59

Effective July 1, 2013, increase base wage by 1.5% as follows:

Step 1:	\$17.88
Step 2:	\$18.27
Step 3:	\$18.69
Step 4:	\$19.11
Step 5:	\$19.54
Step 6:	\$19.99
Step 7:	\$20.43
Step 8:	\$20.91
Step 9:	\$21.37
Step 10:	\$21.91

Effective July 1, 2007, in the event that the Chief hires a new full-time firefighter/EMT, the Chief may, in his sole discretion, place said new hire at any step of the above wage scale based upon qualifications and experience.

Effective July 1, 2007, bargaining unit members who obtain a Paramedics license shall be paid an additional \$2.00 per hour above their base hourly rate set out in the above wage scales.

Section 2. Acting Chief Pay. Effective July 1, 2007, in the event that the Chief and the Deputy Chief are out of Town and therefore unavailable for duty, the Chief shall designate the most senior member of the bargaining unit as the Acting Chief for the period of the Chief's and Deputy Chief's absence. Effective July 1, 2011, the Acting Chief shall receive an additional \$1.00 per hour for each hour worked as the Acting Chief.

Section 3. Officer In Charge Pay. Effective July 1, 2007, in the event that a working structure fire or other major incident, as determined by the Chief, occurs and is responded to by the Department the Chief may designate a firefighter/EMT covered by this Agreement as the Officer in Charge. Effective July 1, 2011, the Officer in Charge shall receive an additional \$1.00 per hour during the period of time the firefighter/EMT is in command and until relieved of his/her command.

Section 4. An employee appointed to the position of Lieutenant shall be paid their base rate set out in Section 1 of this Article plus \$.50 per hour. An employee appointed to the position of Captain shall be paid their base rate set out in Section 1 of this Article plus \$1.00 per hour.

ARTICLE 14(a) **STIPENDS**

Section 1. Specialty Stipends. Bargaining unit members may apply for any of the below listed specialty positions. All candidates who apply will be considered by the Chief for assignment. The Chief, in his sole discretion, shall appoint the employee to the specialty position based upon qualifications. Each position shall be held for one (1) fiscal year, from July 1 through June 30. The stipend shall be paid in one (1) lump sum payment in the last payroll period of the fiscal year. In the event that a bargaining unit member fills a vacant specialty position during the fiscal year, the bargaining unit member shall receive a pro rata share of the specialty stipend. The Chief shall annually review the performance of each bargaining unit member who hold a specialty position. The review shall be conducted on or before May 1 of the applicable fiscal year. The Chief, in his sole discretion, may remove an employee for just cause from a specialty position during the fiscal year or at the conclusion of the performance review. The Chief's removal shall be subject to the grievance and arbitration procedure found in the Agreement. The specialty positions and stipends are as follows:

- | | |
|--|---------|
| 1. Emergency Medical Coordinator/Infectious Disease Coordinator: | \$2,500 |
| 2. Safe Coordinator: | \$1,500 |
| 3. Training Officer: | \$1,500 |

- | | | |
|----|--------------------------------------|---------|
| 4. | ALS Coordinator | \$2,000 |
| 5. | Fire Inspector/Equipment Maintenance | \$1,000 |

Section 2. Certification Stipends. Members of the bargaining unit are eligible to receive a one-time lump sum payment for the following certifications issued by the National Board of Fire Services:

- | | | |
|----|---------------------------|-------|
| 1. | Fire Officer I: | \$500 |
| 2. | Fire Officer II: | \$500 |
| 3. | Driver Operator – Aerial: | \$300 |
| 4. | Driver Operator – Pumper: | \$350 |
| 5. | Fire Instructor I: | \$500 |
| 6. | Fire Instructor II: | \$500 |

ARTICLE 15
OVERTIME

Section 1. Overtime and On-Call Ambulance Coverage. All firefighters and officers covered by this Agreement shall be paid at one and a half (1½) their base hourly wage for all hours worked in excess of forty-five (45) hours per week. If an employee is required to respond to an ambulance call after their regularly scheduled shift, and the employee responds to the ambulance call, the employee shall receive time and one-half (1½) their base hourly wage. All firefighters and officers covered by this Agreement shall be paid for a minimum of one (1) hour and hour-for-hour thereafter.

All overtime shall be paid bi-weekly.

Section 2. Time off in lieu of the payment of overtime may be requested by a bargaining unit member and may be permitted at the Chief's discretion. Time off in lieu of payment of overtime at one and one half (1½) times the hours owed must be taken in the fiscal year earned.

ARTICLE 16
VACATION LEAVE

Section 1. All full-time employees shall accrue vacation leave in accordance with the following schedule:

Period of Service Completed	Vacation Time Earned
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Fifteen (15) years	Five (5) weeks
Twenty (20) years	Six (6) weeks

For purposes of this Article, a year is defined as starting on the anniversary date of full-time employment.

Section 2. Vacation requests should be given to the Fire Chief with at least thirty (30) days notice and should normally be taken in units of at least one week. The Fire Chief may waive the 30-day notice period in his sole discretion. The Fire Chief shall grant vacation requests by seniority order.

In the event that the approval of a particular vacation request for one employee conflicts with that of another, the Fire Chief will approve the request of the employee with the most seniority.

Section 3. Upon separation from employment, employees shall be compensated for accrued, but unused vacation leave.

ARTICLE 17
SICK LEAVE

Sick leave shall be credited monthly at a rate of 1.25 days per month after each month of employment and may be rolled over from fiscal year to fiscal year to a maximum of 120 days. No buy-back provisions are made for sick days. Any full-time firefighter, who takes more than five (5) continuous work days as sick days, shall provide the Fire Chief with the proper documentation from his or her physician.

ARTICLE 18
PERSONAL LEAVE

Section 1, All bargaining unit members are entitled to thirty (30) hours of personal leave with pay each year. The member's leave request shall not be unreasonably denied except that such leave request shall not be allowed if the request will result in additional overtime costs to the Town.

Section 2. Personal time is time that can be used by employees for emergencies and personal business. Personnel who wish to take personal time off must take at least one-half (1/2) of his/her scheduled shift off. Unless the personal day is taken for emergency, the employee must give the Fire Chief sufficient notice to allow for proper shift coverage.

ARTICLE 19
HOLIDAY LEAVE

All members of the bargaining unit members shall be paid nine (9) hours of pay at their straight time rate as "Holiday Pay". For those members who work on the holiday, they shall receive, in addition to Holiday Pay, time-and-one-half their straight time rate for all hours worked on that holiday.

ARTICLE 20
UNIFORMS & CLOTHING ALLOWANCE

Section 1. Effective July 1, 2011, the Town shall provide for a clothing allowance of \$1,000.00 per full-time employee; effective July 1, 2011, the Town shall provide for a clothing allowance of \$1,000.00 per full-time employee and effective July 1, 2011, the Town shall provide for a clothing allowance of \$1,000.00 per full-time employee. Employees wishing to use all or part of their annual clothing allowance shall submit a request to the Fire Chief, or his designee. The Fire Chief, or his designee, shall record the cost of the items purchased as being charged against the employee's annual clothing allowance. The clothing allowance may only be used for items that are a part of the official uniform as determined by the Fire Chief.

Section 2. The Town shall replace items damaged in the line of duty and the cost of such items shall not be charged against the employee's clothing allowance.

ARTICLE 21
NO SMOKING

Employees will not smoke at any time as a condition of employment. The failure to adhere to this Article shall be grounds for disciplinary action up to and including termination.

ARTICLE 22
BULLETIN BOARD

The Town shall provide space for a bulletin board in a designated area of the Fire Department for Union notices. The Union will not post notices of a derogatory, libelous or profane nature and such notices shall be limited to a bona fide Union activity. The Union shall not post notices at any Town location other than on the approved Union bulletin board in the Fire Department. The posting of any notice shall be subject to the prior approval of the Fire Chief provided the Fire Chief shall grant his approval if the proposed posting complies with the provisions of the second and third sentence of this Article.

ARTICLE 23
SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 24
STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

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

ARTICLE 25
WAIVER CLAUSE

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 26
DURATION

This Agreement will be effective from July 1, 2011, except as otherwise provided for, and will remain in full force and effect until June 30, 2014, and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than sixty (60) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

This Agreement is subject to ratification by the Union and by the Board of Selectmen, and to appropriation by the Town Meeting.

The duly authorized representatives of the Town of Douglas, the public employer, and the Union for the employees of the bargaining unit described herein hereby execute this Agreement on behalf of the Town and the Employees this ___ day of _____, 20__.

ARTICLE 27
DRUG AND ALCOHOL TESTING POLICY

Section I. - Purpose

The purpose of this provision is to provide Douglas Fire Department employees with notice of the provisions of the Town's drug and alcohol testing program as it affects them. It is the policy of the Town that a drug and alcohol free work place must be maintained by Fire Department employees at all times and this requirement justifies the use of a random and reasonable employee drug and alcohol testing program. The use of controlled substances and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health, and thus, job performance. To ensure high standards of performance for performing Town business and to preserve public trust and

confidence in a fit and drug and alcohol free Fire Department workforce, there shall be a testing program to detect drug and alcohol use in the workplace, or that effects work in the workplace. In accordance with the provisions of this policy, the Town will offer assistance with rehabilitation, when necessary and warranted.

The Douglas Fire Department and Teamsters, Local 170, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Fire Station and/or while an employee is on duty.

Section II – Prohibited Conduct

The following conduct by any employee is prohibited:

- A) Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia, or alcohol on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, during working hours, effecting work in the workplace, or on Town property (except for use of alcohol on Town property during non-working hours where use is permitted, and where such use does not effect work in the workplace).
- B) Unauthorized storage in a desk, locker, Town vehicle or vehicle used for Town business or other repository on Town property of any illegally used drug, controlled substance, drug paraphernalia, or alcohol;
- C) Being under the influence of an unauthorized substance, illegally used drug or alcohol on Town business, in Town supplied vehicles, in vehicles being used for Town business, during working hours, or on Town property (except as provided in Section IIA).
- D) Possession, use, manufacture, distribution or sale of illegally used drugs or controlled substances while off duty;
- E) Switching or adulterating any blood or urine test sample;
- F) Refusing consent to testing or refusing to submit a breath or urine test sample for testing, provided that such testing is ordered and such sample is required in accordance with the provisions of this policy;
- G) Failing to adhere to the terms of any rehabilitation agreement which the employee has signed;
- H) Conviction under any drug or alcohol statute;

- I) Failure to immediately notify the appropriate Department Head of any felony arrest or conviction for a drug or alcohol offense that violates this policy;
- J) Refusing to sign a reasonable rehabilitation agreement that is developed in accordance with the provisions of this policy.

Note: Employees should notify a supervisor if they are taking prescription drugs that could impair performance.

Section III – Reasons for Testing

Testing of employees for drug and/or alcohol use will be done for the following reasons.

- A) Testing will be done for probable cause where an incident has occurred that appears to indicate that the employee has violated this policy. The probable cause must be supported by stated facts to show that there appears to be a violation of this policy (abnormal or erratic conduct or behavior; arrest or conviction for a drug-related offense).
- B) Pre-employment physicals will include drug and alcohol testing.
- C) Subsequent to any significant vehicular accident (\$2,500.00 in damage or greater) or serious, unsafe practice (raising a question of improper drug or alcohol use), or incident in which the employee was a driver (vehicular accident) or major participant (other incident), testing will be done.
- D) Each member of the bargaining unit may be selected at random and shall submit to a random drug test during each fiscal year. The Department will randomly test either all employees of the department or none at all each fiscal year. A member shall submit to a random test only while on duty. A member shall be tested at random no more than one (1) time in the fiscal year. When the Chief calls for a random test, he shall contact the Union President, who shall draw a name or names from a hat, and those names selected will be tested.

Section IV – Consequences of a Violation of the Drug and Alcohol Policy

A positive test in violation of this policy will result in discipline in accordance with departmental disciplinary procedures and only for just cause as detailed below.

Any other violation of this policy will result in disciplinary action for just cause.

“Discipline” for any violation means any permitted disciplinary action up to and including termination of employment.

Section V. – Disciplinary Action for Violations of the Drug and Alcohol Policy

In general, the following disciplinary actions apply to all of the Fire Department employees.

Alcohol

First Offense: Written warning placed in employee's personnel folder. Employees shall seek assistance through the Employee Assistance Program (EAP).

Second Offense: Suspension. Employees shall seek assistance through the Employee Assistance Program (EAP).

Third Offense: Termination.

Dependent on the seriousness of the violation, the Town may proceed directly to a more advanced step of these disciplinary procedures.

Illegally Used Drugs and Related Items

First Offense: Written warning that remains in personnel file. Employee will be placed on sick leave pending a mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP). If the employee does not have sick time, the employee will be placed on unpaid leave. Employee must sign a reasonable rehabilitation agreement resulting from the substance abuse evaluation.

Second Offense: Termination.

The Town may proceed directly to a more advanced step only where there are compelling circumstances to justify a waiver of the progressive system set forth.

Section VI – Drug and Alcohol Testing Procedures

Drug and alcohol testing will be done by approved National Institute of Drug Abuse (NIDA) and Department of Health and Human Services (DHHS) laboratories. Collection of samples will follow accepted "chain of custody" procedures and include bifurcated samples to assure that the donor will be provided with a sample at his/her request. The collection and testing of the sample shall be performed by a qualified physician or health care professional. For positive screen results, the Medical Review Officer, a licensed physician, will contact the donor, conduct a medical history, coordinate with the employee's personal physician, as necessary, to make a final determination of presence of illegal drugs in a test.

Drug and alcohol testing for Fire Department employees under this Policy will be done as follows:

1. When there is probable cause, or a significant vehicular accident (\$2,500.00 in damage or greater) or safety incident, or the Chief calls for a random test, as

described previously in Section III, the Chief or his designee will contact the Town Administrator who will arrange for the drug and/or alcohol testing. Random testing shall only occur while the member is on duty.

2. The Town Administrator will set up an appointment for the appropriate tests immediately. Random testing shall only occur while the member is on duty.
3. The employee will go to the appropriate testing facility, will present a picture I.D. and provide the necessary test samples. If the employee so requests, he/she may be accompanied by a Local union representative or, when a union representative is unavailable, by a fellow employee to the site of the testing. (Only the employee being tested may go into the room where the sample is to be provided.)
4. Urine samples will be used for drug tests. Split test samples will be maintained under accepted chain of custody procedures. The split specimen shall be preserved in all cases in the event of an initial positive test result. Breath tests will be used for alcohol testing. The breath test shall be conducted by a qualified individual with equipment certified by the Massachusetts Office of Alcohol Testing. The breath test shall be observed by the Fire Chief or his designee.
5. Test results will be provided to the Town Administrator or to the Chief or his designee in the absence of the Town Administrator.
6. If a test result is positive, the Town Administrator will work with the Fire Department to take appropriate steps, as necessary. See Disciplinary Action for Violations of the Drug and Alcohol Policy for further information.

The following initial cutoff levels shall be used when screening specimens to determine whether a specimen is negative:

TetraHydraCannabinol (THC)	50 ng/ml
Amphetamines	500 ng/ml
Methamphetamines	500 ng/ml
Cocaine	150 ng/ml
MDMA (Ecstasy)	500 ng/ml
Opiates	2,000 ng/ml
Monoacetyl morphine	10 ng/ml
Phencyclidine (Angel dust, PCP)	25 ng/ml
Codeine	300 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

TetraHydraCannabinol (THC)	15 ng/ml
Amphetamines	250 ng/ml
Methamphetamines	250 ng/ml
Cocaine	100 ng/ml
MDMA (Ecstasy)	250 ng/ml
Opiates	2,000 ng/ml
Monoacetyl morphine	10 ng/ml
Phencyclidine (Angel dust, PCP)	25 ng/ml
Codeine	300 ng/ml

A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening test shall be performed by a qualified individual.

0.02 and below is negative
0.021 – 0.039 requires 24 hours off work
0.04 and above is positive

7. If an employee tests positive for drugs, he/she, at the employee's expense, may have the second sample, held under chain of custody, tested at another NIDA and DHHA approved laboratory, at the employee's request. If the employee requests that the second sample is tested, the employee will be referred to a Medical Review Officer who will speak with the employee to inquire if there are any prescriptions they are taking that may have been omitted when the sample was taken. The MRO shall meet with the employee regarding the positive result to discuss alternate medical explanations for the positive test, including conducting a medical interview, and review of the employee's medical history made available by the employee. If this second test is not positive, no further action will be taken and all documentation relative to the test shall be removed from the employee's personnel file.
8. If an employee tests positive in a single or both tests, the employee will be referred to a certified Substance Abuse Counselor for appropriate counseling, referral and the development of a rehabilitation agreement. The employee can use accrued sick and vacation time if time off is required to participate in the rehabilitation program. If an employee tests positive in the subsequent year they shall be subject to discipline as set forth in this policy. The employee will be responsible for costs associated with additional counseling, not covered by insurance. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Refusal to sign a reasonable rehabilitation agreement or not abiding by the rehabilitation agreement will be considered violations of the City's Drug and Alcohol Policy and will result in immediate termination of employment. The Substance Abuse Counselor will be a member of the staff of the Town-provided Employee Assistance Program.

Section VII – Self Referral to the Employee Assistance Program

Employees may refer themselves directly to the Employee Assistance Program if they know or suspect they have a drug, other controlled substance, or alcohol problem. If employees refer themselves, no disciplinary action will be taken by the Town as a result of the referral. (It would be expected that the Town would not even be aware of the referral due to the confidentiality of the self-referral EAP process. If the Town did become aware of the self-referral through the employee informing people of it, the Town would not take any disciplinary action as a result of the employee informing people of it, the Town would not take any disciplinary action as a result of the referral.) However, employees will be expected to abide by the rehabilitation plans developed with them and for them through the Employee Assistance Program. The employee shall not be required to submit to a drug or alcohol test as a condition of returning to duty. The employee, however, must submit a doctor's note indicating that the employee is cleared to return to unrestricted duty.

Section VIII – Amendments

The parties recognize that there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties may bargain to amend this Article to include such improvements.

**ARTICLE 28
PERFORMANCE EVALUATION**

Employee Performance Evaluation

Employee Name _____ Title: _____
 Office/Dept. _____ Date of Evaluation: _____
 Date of Performance Evaluation Review: _____

PERFORMANCE DEFINITIONS

- *3 **COMMENDABLE** Performs beyond specified requirements within job description
- 2 **ACCEPTABLE** Meets the specified requirements of job description
- 1 **MARGINAL** Corrective action and/or release from job may be required
- N/A **NOT APPLICABLE**

STEP 1 EVALUATE THE ELEMENTS OF PERFORMANCE. Evaluate all factors indicated below by checking the appropriate space and commenting where applicable.

QUALITY	Performs work:	*3	2	1
	Thoroughly	_____	_____	_____
	Effectively	_____	_____	_____
	Accurately	_____	_____	_____
	COMMENTS:			

QUANTITY	Completes the necessary amount of work within the required time limits Is able to prioritize assigned tasks COMMENTS:	_____	_____	_____
KNOWLEDGE	Is capable of handling all phases and details within job description COMMENTS:	_____	_____	_____
HUMAN RELATIONS	Is willing to work with others Is able to work with others Is respectful and professional in dealing with public COMMENTS:	_____	_____	_____
COMMUNICATION SKILLS	Effectively presents written ideas and information to others COMMENTS:	_____	_____	_____
JUDGMENT	Is able to make decisions based on sound and logical reasoning COMMENTS:	_____	_____	_____
JOB DEPENDABILITY	Is honest and reliable in carrying out instructions Observes Personnel Policies and rules of the workplace Complies with established working hours Does not abuse sick leave COMMENTS:	_____	_____	_____
ATTITUDE	Accepts procedures and assignments Is measured in speech and action	_____	_____	_____

Is enthusiastic about their job and duties	_____	_____	_____
Exhibits a sense of loyalty	_____	_____	_____
COMMENTS:	_____	_____	_____

INITIATIVE	Is a self starter and proactive regarding work assignments	_____	_____	_____
	Shows originality	_____	_____	_____
	Makes reasoned decisions when required	_____	_____	_____
	Initiates action	_____	_____	_____
	COMMENTS:	_____	_____	_____

*** Attach Job Description to Evaluation Form**

OVERALL COMMENTS:

STEP II OVERALL PERFORMANCE RATING. Considering all of the above, check the appropriate space below to indicate the overall performance rating. The evaluator should take into account results achieved during the rating period compared to the expectations of the supervisor as to whether the standards for the position are being met, or exceed, or to the degree the employee's performance falls short of expectations.

OVERALL EVALUATION: _____
 (commendable – acceptable – marginal)

STEP III FOLLOWING THE PERFORMANCE EVALUATION REVIEW WITH THE EMPLOYEE, COMPLETE THE FOLLOWING:

A. Describe any goals or objectives established for the period between this and the next review.

B. Describe other functions or areas, if any, for which this individual should be considered. Include a description of any exceptional skills or abilities that could contribute to this or potential assignments.

C. Record or attach the employee's comments regarding the performance evaluation, the grades given to the employee, the present assignment of the employee, or other comments. The employee may submit a written statement to the evaluator if they disagree with any portion of the evaluation. The employee's statement must be submitted by the employee within five (5) working days after the date on which the performance evaluation review was held.

Employee Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

BY:

TOWN OF DOUGLAS
BOARD OF SELECTMEN

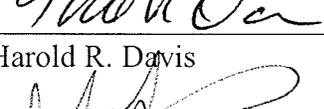
Timothy P. Bonin, Chairman



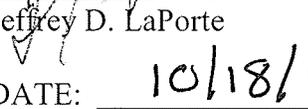
Michael D. Hughes, Vice Chairman



Mitchell S. Cohen



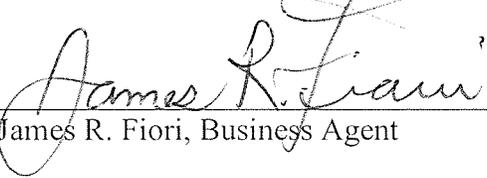
Harold R. Davis



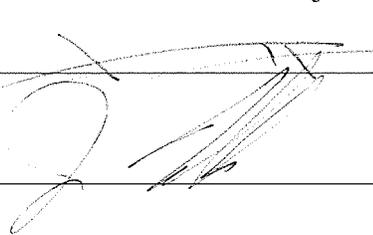
DATE: 10/18/11

BY:

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 170



James R. Fiori, Business Agent



Date: 10-17-2011