

Collective Bargaining Agreement

EFFECTIVE JULY 1, 2024 – JUNE 30, 2027

Town of Douglas and Local 5061 of the International Association of Fire
Fighters (IAFF), Professional Fire Fighters of Massachusetts, AFL-CIO

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Article I. PERSONS COVERED BY THIS AGREEMENT

Section 1.01 The Town of Douglas, (hereinafter, the "Town"), recognizes Local 5061 of the International Association of Fire Fighters (IAFF), Professional Fire Fighters of Massachusetts, AFL-CIO, (hereinafter, the "Union") as the exclusive representative of all full time Firefighter-EMTs of the Douglas Fire & Ambulance Department, (hereinafter, the "Department"), for purposes of collective bargaining relative to wages, hours, and other conditions of employment.

Article II. NON-DISCRIMINATION

Section 2.01 The Town and the Union, (hereinafter collectively referred to as the "Parties"), agree that they shall not discriminate, or foster or otherwise encourage, any discrimination against any member of the Union on the basis of race, religion, creed, race, ethnic origin, sex, age, handicap, marital status, parental status, sexual orientation or status as a member or non-member of the Union and any other protected category identified by applicable state and federal law, as amended, provided that all persons covered by this agreement shall be able to perform all of the essential functions of their respective position(s) as detailed in the attached job descriptions, found in Appendix A.

Section 2.02 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 III. MANAGEMENT RIGHTS

Section 3.01 Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement.

Section 3.02 Unless an express, specific provision of the Agreement or applicable law provides otherwise, the Town, acting through the Town Administrator, Board of Selectmen, Chief of Department (hereinafter, the "Chief"), or other appropriate officials as may be authorized to act on their behalf, retains all of the rights and responsibilities it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the Department.

Section 3.03 By way of example, but not limitation, subject to the terms of this Agreement and applicable law the Town retains the following rights:

- (a) To determine the mission, budget, and policy of the Department;
- (b) To determine the organization of the Department, the number of employees, the work functions, and the technology of the Department;

- (c) To determine the number, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility;
- (d) To determine the methods, means, and personnel by which the Department's operations are to be carried out;
- (e) To manage and direct employees of the Department;
- (f) To maintain and improve orderly procedures and the efficiency of operations;
- (g) To hire, promote, and assign employees;
- (h) To transfer, temporarily reassign, or detail employees to other shifts, or other duties;
- (i) To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- (j) To determine the policies affecting the hiring, promotion, and retention of employees, after consultation with the Union;
- (k) To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- (l) To lay off employees in the event of lack of funds or under conditions where the Town believes that continuation of work would be less efficient, less productive, or less economical;
- (m) To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this agreement;
- (n) To take whatever action may be necessary to carry out its responsibilities in situations of emergency;
- (o) To enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate, subject to fulfilling its bargaining obligations;
- (p) To suspend, demote, discharge, or take other disciplinary action against employees for just cause. Egregious offences shall be subject to disciplinary action using progressive discipline.

Section 3.04 The Town also reserves the right to decide whether, when, and how to exercise its prerogatives. Accordingly, the failure to exercise any right, whether or not enumerated in the agreement, shall not be deemed a waiver.

Section 3.05 The Town reserves the right to assign duties consistent with an individual's training and ability, regardless of whether the exact duty is listed in a written job description.

Article IV. NO STRIKE

Section 4.01 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 duties of employment, however established, in whole or in part, and the withholding of overtime services.

Section 4.02 The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by the 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 duties of employment, however established, in whole or in part, and withholding of overtime services, including upon termination of this Agreement.

Section 4.03 The Union agrees further that should any employee or group of employees covered by the 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 4.04 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 other such action that the Town may deem appropriate.

Section 4.05 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 V. DEDUCTION OF DUES

Section 5.01 Each employee belonging to the Union is required as a condition of Union membership to pay Union dues. The Town 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 employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.

Section 5.02 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 the Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 5.03 Any authorization for deduction shall be on the form attached hereto as Appendix B.

Article VI. AGENCY SERVICE FEE

Section 6.01 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 may elect 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 6.02 The decision to pay the agency service fee is voluntary and rests with each bargaining unit member contemplated by this Article. Any such bargaining unit member who elects to pay the agency service fee must consent to such payment in writing.

Section 6.03 The Union shall collect any agency service fees directly, and the Town shall not participate in, or be held responsible for, collection of those fees.

Section 6.04 Consistent with Section 2.01 of this Agreement, no action by the Town or Union shall be considered against any non-union member of the bargaining unit for refusing to pay the agency service fee.

Section 6.05 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 collection of the completely voluntary agency service fee. Nothing in this Article shall be read or construed to impose any payment obligation arising from membership in the bargaining unit on any employee who is not a member of the Union in good standing.

Section 6.06 This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Article V of this Agreement.

Article VII. SENIORITY

Section 7.01 Seniority for the purpose of this Agreement shall be determined based on the effective date of employment as defined in Section 9.01 below. The employee with the most seniority at any given time shall be the employee with the earliest effective date of employment.

Section 7.02 Each job rank shall have its own seniority listing. Seniority of each employee in a rank shall be relative to those within the rank based upon the day of appointment to that rank.

Employees in a higher rank shall be considered senior to employees in a lower rank, notwithstanding seniority based upon the date of employment as defined in Section 7.01.

Section 7.03 Seniority shall not be broken while an employee is on an approved leave whether paid or unpaid; provided, however, that an unpaid leave of more than thirty (30) days shall be excluded from an employee's length of service.

Article VIII. REDUCTION IN FORCE

Section 8.01 Except in unusual circumstances, the Union will be notified by the Chief at least four (4) weeks in advance of any proposed reduction in force.

Section 8.02 If a reduction in force is necessary with respect to the Fire Department, it shall be achieved through layoffs based upon seniority and qualifications.

Article IX. CONDITIONS OF EMPLOYMENT

Section 9.01 For purposes of this Agreement, all references to an employee's date of hire or anniversary date shall be deemed to mean the date of the employee's first paid shift as an employee of the Town.

Section 9.02 Employees will not smoke at any time as a condition of employment. The failure to adhere to this Section shall be grounds for disciplinary action up to and including termination.

Section 9.03 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. Failure to wear a seat belt shall be grounds for disciplinary action up to and including termination.

Section 9.04 All employees shall maintain a valid certification as an Emergency Medical Technician at the level at which they are being compensated. 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 certification a second time, the employee shall be terminated from employment with the Town. The Town will reimburse an employee for the cost to renew his/her certification as an Emergency Medical Technician at the level at which they are being compensated.

Section 9.05 All employees are required to maintain a valid Cardiac Pulmonary Resuscitation (CPR) certification. If an employee fails to maintain such certification, the employee shall be placed on an unpaid leave of absence pending recertification. If an employee fails to maintain a 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.

Section 9.06 All full-time firefighters hired after July 1, 2021, shall be required to complete the recruit firefighter training program at the Massachusetts Firefighting Academy and attain their Pro-Board Firefighter I/II certification within their one (1) year probationary period. If due to academy scheduling, the required training is not available during this time period, the probationary period shall be extended and the employee must complete this requirement at the earliest available date. If the employee fails to complete this requirement at the earliest available date, he/she may be discharged for this reason, without a hearing, and without recourse by the Union.

Section 9.07 An employee who has completed an approved recruit training program and has met the criteria as set forth in the attached policy, will be exempted from the mandatory training requirement at the Massachusetts Fire Academy as stated above.

Section 9.08 This requirement may be waived if the employee meets all of the following qualifications:

- (a) The employee is Pro-Board Certified Firefighter I/II from an official academy;
- (b) Meets the minimum requirements for and is certified Hazardous Materials Operational level, or can obtain within 6 months of hire;
- (c) Other qualifications at the fire chief's discretion.

Section 9.09 The new Firefighter employee will be required to participate and successfully pass the Commonwealth of Massachusetts Physical Ability Test (PAT) to begin employment with the department.

- (a) The new Firefighter employee will be given three chances to successfully pass the PAT.

Section 9.09a. The new EMT / Paramedic employee will be required to participate and successfully pass the initial-hire medical standards and physical ability standards (Lift Test) for an EMS provider

- (a) A single role EMT or paramedic shall be defined as a paramedic who has not been tested for, or does not meet the Commonwealth of Massachusetts HRD Initial-Hire Medical and Physical Ability Test (PAT) Standards for a firefighter
- (b) Meets the initial-hire medical standards and physical ability standards (Lift Test) for an EMS provider
- (c) Meets other standards and requirements as outlined in the department's EMT / PARAMEDIC job description.

Section 9.10 At the Chief's discretion, the Town will pay members of the bargaining unit for up to forty-eight (48) hours of non-department training.

Section 9.11 All employees shall remain in compliance with the drug and alcohol testing policy which follows below. The Parties recognize that drug use by employees would be a threat to the public welfare and the safety of department 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.

- (a) The purpose of this section is to provide the 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 the 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 regarding 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 affects performance in the workplace. In accordance with the provisions of this policy, the Town will offer assistance with rehabilitation, when necessary and warranted.
- (b) The following conduct by any employee is prohibited:
 - (i) 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, affecting work in the workplace, or on Town property;
 - (ii) 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;
 - (iii) 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;
 - (iv) Possession, use, manufacture, distribution, or sale of illegally used drugs or controlled substances while off duty;
 - (v) Switching or adulterating any blood or urine test sample;
 - (vi) 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;
 - (vii) Failing to adhere to the terms of any rehabilitation agreement which the employee has signed;
 - (viii) Conviction under any drug or alcohol statute;
 - (ix) Failure to notify immediately the appropriate Department Head of any felony arrest or conviction for a drug or alcohol offense that violates this policy;
 - (x) Refusing to sign a reasonable rehabilitation agreement that is developed in accordance with the provisions of this policy.
- (c) Testing of employees for drug and/or alcohol use will be done for the following reasons:
 - (i) 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, including but not limited to abnormal or erratic behavior, arrest or conviction for a drug related offense;
 - (ii) Pre-employment physicals will include drug and alcohol testing;

- (iii) Subsequent to any vehicular accident (\$2,500 in damage or greater) or serious, unsafe practice raising a question of improper drug or alcohol use, or involvement as a major participant in an incident where impairment due to drug or alcohol use was shown;
- (iv) Each member of the bargaining unit may be selected at random and shall submit to a random drug test during each 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. 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 a fiscal year.

- (d) A positive test in violation of this policy constitutes "just cause" for discipline in accordance with department disciplinary procedures, up to and including termination of employment.
- (e) In general, the following progressive disciplinary actions apply to all Fire Department employees for violations arising out of alcohol and/or substance abuse:
 - (i) First offense: employee will be placed on administrative leave pending a mandatory substance abuse evaluation to be facilitated by the Employee Assistance Program (EAP). If the employee does not have any accrued benefit time, he/she will be placed on unpaid leave. Employee must sign a rehabilitation agreement if the evaluation determines rehabilitation is necessary. Documentation of compliance with this agreement in full will be required before the employee may return to work.
 - (ii) Second offense: termination.

Section 9.12 Drug and alcohol testing will be performed by approved National Institute on Drug Abuse (NIDA) and Executive Office of Health and Human Services (EOHHS) 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, and coordinate with the employee's personal physician, as necessary, to make a final determination of presence of illegal drugs in a test.

Section 9.13 Drug and alcohol testing for Fire Department employees under this Policy will be conducted as follows:

- (a) When there is probable cause, or a significant vehicular accident (\$2,500 or more in damage) or a safety incident, or if the Chief calls for a random test as described above, the Chief or his designee will contact the Town Administrator who will arrange for the drug and/or alcohol testing as soon as possible. Random testing shall only occur while the member is on duty.
- (b) The employee will go to the appropriate testing facility, present a picture ID 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.

- (c) 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 Chief or his designee.
- (d) Test results will be provided to the Town Administrator or to the Chief or his designee in the absence of the Town Administrator.
- (e) The following initial cutoff levels shall be used when screening specimens to determine whether a specimen is negative:

(i) TetrahydraCannabinol (THC)	50 ng/ml
(ii) Amphetamines	500 ng/ml
(iii) Methamphetamines	500 ng/ml
(iv) Cocaine	150 ng/ml
(v) MDMA (Ecstasy)	500 ng/ml
(vi) Opiates	2,000 ng/ml
(vii) Monoacetyl morphine	10 ng/ml
(viii) Phencyclidine (Angel Dust, PCP)	25 ng/ml
(ix) Codeine	300 ng/ml
- (f) 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:

(i) TetrahydraCannabinol (THC)	15 ng/ml
(ii) Amphetamines	250 ng/ml
(iii) Methamphetamines	250 ng/ml
(iv) Cocaine	100 ng/ml
(v) MDMA (Ecstasy)	250 ng/ml
(vi) Opiates	2,000 ng/ml
(vii) Monoacetyl morphine	10 ng/ml
(viii) Phencyclidine (Angel Dust, PCP)	25 ng/ml
(ix) Codeine	300 ng/ml
- (g) A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening test shall be performed by a qualified individual. The following cutoff values determine the associated course of action:
 - (i) 0.02 and below is negative
 - (ii) .021 - .039 requires 24 hours off work
 - (iii) .04 and above is positive
- (h) If an employee tests positive for drugs, he/she at his/her own 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 be tested, the employee will be referred to a Medical Review Officer who will speak with the employee to inquire if there are any prescriptions being taken that may have been omitted when the sample was taken. The MRO will 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 if made available by the employee. If the 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.

- (i) 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. The employee will be responsible for costs associated with additional counseling not covered by insurance. Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Refusal to sign a reasonable rehabilitation agreement or not abiding by the rehabilitation agreement will be considered violations of the 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.
- (j) 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. 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.
- (k) The Parties recognize that there may be improvements in the technology of testing procedures which provide for more accurate testing. In that event, the Parties may bargain to amend this Article to include such improvements.

Article X. PERFORMANCE EVALUATIONS

Section 10.01 Every full time employee covered by the Agreement shall participate in an annual performance evaluation conducted by the Chief.

Section 10.02 Evaluations shall be documented in writing, signed by both the Chief and the employee, and made a permanent part of each employee's personnel file.

Section 10.03 Evaluation instruments shall be the result of consultation between the Chief and the Union leadership, with the final word remaining with the Chief. Evaluation forms shall be driven by the parameters established by the Agreement and each individual's job description. These forms shall be available to employees at all times.

Section 10.04 It is understood by the Parties that the evaluation process is a method for providing employees with constructive feedback and a basis for maintaining the standards of the Department as well as a source of information for career planning and expectations for

employees.

Article XI. PROBATION

Section 11.01 Employees shall serve a twelve (12) month probation period from the date of hire.

Section 11.02 A probationary employee may be disciplined up to and including termination without a finding of just cause.

Section 11.03 A probationary employee is entitled to one full performance review, to occur no later than the eighth (8th) full month of employment. In the Chief's sole discretion, the probationary period for an employee may be extended up to three (3) calendar months to address performance issues that have an identifiable remedy.

Article XII. DISCIPLINE

Section 12.01 Employees who have successfully completed the probationary period shall not be disciplined except for just cause.

Section 12.02 Oral or written reprimands to employees who have successfully completed the probationary period may be processed to Step II of the grievance process, but may not be processed to arbitration. Disciplinary suspensions and discharges may be processed to arbitration by the Union.

Article XIII. GRIEVANCE PROCEDURES

Section 13.01 Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents (inclusive of the Chief of Department) or the Union and the Town or its agents (inclusive of the Chief of Department) concerning the working conditions, hours of work, wages, fringe benefits or rates of pay referred to or specified in this Agreement, may be processed as a grievance under the following procedures:

- (a) STEP #1. The aggrieved employee and/or the Union shall first notify the Chief in writing regarding the nature and facts of the event(s) giving rise to the grievance within five (5) calendar days of its/their occurrence and request a meeting. The Chief shall meet and attempt to resolve the grievance within five (5) calendar days of receipt of the employee's notification. An employee filing a grievance in this step may request to have a Union Representative present.

- (b) STEP #2. If a satisfactory solution is not reached under STEP #1, the employee and/or the Union shall submit the nature and facts of the grievance in writing to the Town Administrator within five (5) calendar days of the Chief's decision. The Town Administrator will meet with the employee, Chief, and Union, if requested, within ten (10) calendar days of receiving the grievance and will render a decision in writing within five (5) calendar days. If there is no satisfactory adjustment at STEP #2, the grievance may be submitted to STEP #3.
- (c) STEP #3. In the event that the grievance is not settled in STEP #2, it may be submitted to arbitration within fifteen (15) calendar days of the Town Administrator's denial or failure to respond. The arbitration shall be conducted in compliance with the rules of the American Arbitration Association. Each of the Parties shall be responsible for half of the cost of such arbitration. The decision of the arbitrator shall be binding on both Parties.

Article XIV. HOURS OF WORK

Section 14.01 A shift tour of duty shall consist of a 10 hour day shift tour from 0700 am to 1700pm and a 14 hour night shift tour from 1700 pm to 0700 am totaling twenty-four (24) consecutive hours.

Section 14.02 Employees are prohibited from working more than forty-eight (48) consecutive hours without authorization from the Chief. Employees working more than 48 consecutive hours with Chief's approval, shall be approved for a three (3) hour rest period (such rest period can be interrupted with emergency responses).

Section 14.03 The shift rotation will consist of nine (9) consecutive twenty-four (24) hour periods, with employees on or off duty as follows:

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9
On	Off	On	Off	On	Off	Off	Off	Off

Section 14.04 Each bargaining unit member shall be assigned to a working group. The shift rotation shall be staggered such that there will be a shift on duty twenty-four (24) hours a day, seven (7) days a week.

Article XV. PAY SCHEDULES

Section 15.01 The following pay schedule shall be in place for the term of this contract:

Grade	Step	FY 2025	FY 2026	FY 2027
COLA		0%	2%	2%
Recruit - Probationary		\$ 21.11	\$ 21.53	\$ 21.96
FF/EMT - B	1	\$ 23.45	\$ 23.92	\$ 24.40
	2	\$ 23.98	\$ 24.46	\$ 24.95
	3	\$ 24.51	\$ 25.00	\$ 25.50
	5	\$ 25.44	\$ 25.95	\$ 26.47

	10	\$ 26.62	\$ 27.15	\$ 27.69
	15	\$ 27.79	\$ 28.34	\$ 28.91
	20	\$ 29.20	\$ 29.78	\$ 30.37
EMT - P (only)	1	\$ 25.60	\$ 26.11	\$ 26.63
	2	\$ 26.18	\$ 26.70	\$ 27.23
	3	\$ 26.75	\$ 27.29	\$ 27.83
	5	\$ 27.78	\$ 28.33	\$ 28.90
	10	\$ 29.06	\$ 29.64	\$ 30.23
	15	\$ 30.34	\$ 30.94	\$ 31.56
	20	\$ 31.87	\$ 32.51	\$ 33.16
	1	\$ 28.16	\$ 28.72	\$ 29.30
FF/EMT - P	2	\$ 28.79	\$ 29.37	\$ 29.96
	3	\$ 29.43	\$ 30.02	\$ 30.62
	5	\$ 30.55	\$ 31.16	\$ 31.79
	10	\$ 31.96	\$ 32.60	\$ 33.25
	15	\$ 33.37	\$ 34.04	\$ 34.72
	20	\$ 35.06	\$ 35.76	\$ 36.48
	1	\$ 32.85	\$ 33.50	\$ 34.17
LT/EMT - B	2	\$ 33.58	\$ 34.26	\$ 34.94
	3	\$ 34.32	\$ 35.01	\$ 35.71
	5	\$ 35.64	\$ 36.35	\$ 37.08
	10	\$ 37.28	\$ 38.02	\$ 38.79
	15	\$ 38.92	\$ 39.70	\$ 40.49
	20	\$ 40.89	\$ 41.71	\$ 42.54
	1	\$ 35.31	\$ 36.01	\$ 36.73
LT/EMT - P	2	\$ 36.10	\$ 36.83	\$ 37.56
	3	\$ 36.90	\$ 37.64	\$ 38.39
	5	\$ 38.31	\$ 39.08	\$ 39.86
	10	\$ 40.08	\$ 40.88	\$ 41.69
	15	\$ 41.84	\$ 42.68	\$ 43.53
	20	\$ 43.96	\$ 44.84	\$ 45.74
	Captain	\$ 42.88	\$ 43.74	\$ 44.61

Section 15.02 The Chief may, in his/her sole discretion, place a new hire at any step of the above wage scale based upon qualifications and experience.

Article XVI. PROMOTIONAL PROCESS

Section 16.01 Posting of Promotional Opportunities

(a) Promotional evaluation announcements will be posted in the station at least thirty (30) days prior to the deadline to submit a letter of intent to test for the position and a resume.

(b) Should any member of the union be out of the station on extended leave at the time of the posting, the member shall be notified by the fire chief in writing and verbally about the posting.

Section 16.02 Frequency of promotional testing

(a) Promotional testing shall be held any time there is a vacancy above the position of firefighter within the department.

Section 16.03 Eligibility

(a) For promotion to the position of lieutenant, the applicant must have at least three years of experience as a career firefighter, one of which shall be with the Douglas Fire Department. The applicant must have successfully completed his/her probationary period.

(b) For promotion to the position of captain, the applicant must have five years total experience as a career firefighter, with at least one year of service as a lieutenant with the Douglas Fire Department.

Section 16.04 Each announcement of a promotional evaluation shall state:

(a) The title of the position that shall be filled.

(b) A job description for the position.

(c) The minimum qualifications required for admission to the evaluation process.

(d) The general scope of the evaluation process to be used.

Section 16.05 Disqualification of Applicants

The Chief, on behalf of the town, may reject the application of any person for admission to any evaluation process, refuse to evaluate any applicant, or to certify the name of an eligible for appointment, if, in his/her opinion, it is found:

(a) That the applicant failed to meet the established qualification requirements to participate in the evaluation process.

(b) That a letter of intent to test for the posted position and a resume was not provided by the closing date for receipt of such items as specified in the posted announcement.

(c) That the applicant has made an intentional false statement as to any material fact, has practiced or attempted to practice deception or fraud in his/her application or in securing eligibility or appointment.

(d) The applicant has a record of previous unsatisfactory service during employment or elsewhere for the past two years of such a nature as to demonstrate unsuitability for employment in the position that they are applying for.

Any person whom the Chief denies permission to participate in any promotional evaluation process or whose eligibility is cancelled under the provisions of this section may make written appeal to the Town Administrator for a final decision. The final decision shall not be grieved.

Section 16.06 Process Overview

- (a) Posting of promotional opportunity
- (b) Application period
- (c) Written Test – 25% of overall score
- (d) Written test scores given to applicants.
- (e) Review board or assessment center – 40% of overall score.
- (f) Credentialing – up to ten points based on the following certifications: - 10% of overall score
 - (i) Lieutenant
 - a) Seniority – 0.1 pts for each month of service to the Douglas Fire Department while off probation to a max of 5 years
 - b) Fire Officer I – 2 pts
 - c) Fire Officer II – 2 pts
 - d) Fire Instructor I – 2 pts
 - e) Incident Safety Officer – Suppression – 2 pts
 - f) Fire Prevention Officer Level I – 2 pts
 - (ii) Captain
 - a) Seniority – 0.125 pts for each month of appointment to permanent lieutenant, to a max of 5 years.
 - b) Fire Officer II – 2 pts
 - c) Fire Instructor II – 2 pts
 - d) Interviews - 25% of overall score: will be conducted with Fire Chief/Asst. Chief, Town Administrator, another area fire chief
- (g) Certification of Promotional Eligibility List

Section 16.07 Filling of vacancy at Fire Chief's discretion.

The Fire Chief has final discretion in regard to filling vacancies and his/her decision shall not be subject to grievance or arbitration.

Article XVII. SPECIALTY POSITIONS AND STIPENDS

Section 17.01 Bargaining unit members may apply for any of the specialty positions listed below. All candidates who apply will be considered by the Chief. The Chief, in his/her sole discretion, may appoint an applicant to a specialty position based upon qualifications.

Section 17.02 The specialty positions and associated stipends are as follows:

Emergency Medical Coordinator / Infectious Disease Coordinator	\$ 3,500
ALS Coordinator	\$ 2,000
EMS QA/QI	\$ 500
Safety Coordinator	\$ 2,000

Training Officer	\$ 2,000
Fire Inspector (FPO I – Commercial/ Business)	\$ 2,500
Student Awareness Fire Education (S.A.F.E.) Coordinator	\$ 2,000

Section 17.03 Each position shall have a term of one fiscal year, which is from July 1 of one year to June 30 of the following calendar year. Each position is associated with a stipend, which shall have the annual stipend rolled into the member's hourly base rate of pay.

Section 17.04 In the event that a bargaining unit member vacates or fills a specialty position during the fiscal year, he/she shall receive a pro rata share of the associated stipend for the period that he/she served in the position.

Section 17.05 The Chief shall review annually the performance of each bargaining unit member who holds a specialty position. The review shall be conducted on or before May 1 of the applicable fiscal year.

Section 17.06 The Chief, in his/her sole discretion, may remove an employee from a specialty position. A decision to remove an employee from a specialty position is subject to the grievance and arbitration procedures in this Agreement.

Section 17.07 Members possessing an Associate degree or higher in a related field (i.e. fire science, emergency medical services, nursing) shall receive annually, a stipend:

Associates Degree	\$ 1,000
Bachelors Degree	\$ 2,000

Section 17.08 Members of the bargaining unit are eligible to receive a one-time, lump sum incentive payment for the following certifications issued by the National Board of Fire Services:

Fire Officer I:	\$ 500
Fire Officer II:	\$ 500
Fire Instructor I:	\$ 500
Fire Instructor II:	\$ 500
Fire Prevention Officer I:	\$ 500

Section 17.09 Members of the bargaining unit are eligible to receive annual stipends, paid in one lump sum during the last payroll period of the fiscal year:

Open Water Dive Certification	\$ 1,000
(Member must be assigned to District 7 Dive Team and be in good standing to receive.)	
AHA BLS Instructor	\$ 250
AHA ACLS Instructor	\$ 250
AHA PALS Instructor	\$ 500

(Member must teach at least one class per year in each discipline for the department in order

to be eligible to receive stipend)
FAA Part 107 Drone Operator \$ 1,000

Article XVIII. HOLIDAYS

Section 18.01 The following holidays shall be recognized and observed:

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

Section 18.02 For the purposes of this agreement, a holiday will be defined as the twenty-four (24) hour period beginning at 00:00 hours on the date of the holiday and ending at 00:00 on the following calendar day.

Section 18.03 An employee who is required to work on a holiday shall be compensated for all hours worked at one and one half times his or her hourly rate of pay in addition to his or her regular rate of pay, which is commonly termed "double time and a half."

Section 18.04 For purposes of compliance with the Fair Labor Standards Act, it is understood by the parties that holiday pay is "bonus pay" and is paid only to employees who actually work hours during a holiday. In the case of a swap between employees for shift coverage, the employee actually working the holiday will receive holiday pay.

Article XIX. OVERTIME

Section 19.01 Except as provided in Section 18.05 below, the Town will calculate overtime compensation for members of the bargaining unit on the basis of a twenty-eight (28) calendar day work cycle. Overtime compensation shall be paid for every hour worked over the maximum two hundred twelve (212) hours of straight time in twenty-eight (28) calendar days permitted by law. Benefit time taken during the twenty-eight (28) day period, such as vacation, sick, personal or bereavement leave, or any other compensated leave time, shall not be considered "hours worked" for purposes of calculating overtime.

Section 19.02 Overtime compensation shall be calculated at a rate of time and one half (1 ½) of

the employee's regular hourly rate of pay.

Section 19.03 Overtime shall be paid to bargaining unit members in the last pay period of the twenty-eight (28) calendar day work cycle.

Section 19.04 All bargaining unit members who report to the station for a call-back after the conclusion of a regularly scheduled shift shall be paid a minimum of one (1) hour, and hour by hour thereafter.

Section 19.05 A member who is held over, which means that he/she has worked a full twenty four (24) hour shift and has remained on duty beyond the end of the shift, will be paid overtime for the time worked during the holdover, calculated in thirty (30) minute increments, rounding up to the next highest thirty (30) minutes. This time will not be subject to the look-back noted in Section 18.01.

Section 19.06 In lieu of monetary compensation for overtime, a bargaining unit member may request compensation time, at a rate of one and one half (1 ½) times the number of overtime hours worked. The request may be granted by the Chief of Department in his/her sole discretion.

Section 19.07 A member of the bargaining unit may accrue a maximum of seventy-two (72) hours of compensatory time at any time throughout the fiscal year. Use of compensatory time must be approved by the Chief.

Section 19.08 Unused compensation time will be forfeited at the end of each fiscal year. The Union agrees that employees shall schedule use of compensatory time no later than March 31st each year. In the event of forfeiture, the Town shall pay employees with unused compensation time at that employee's regular hourly rate of pay for each hour of unused time.

Section 19.09 Vacant shifts shall be filled at the Chief's discretion. In the event a shift cannot be filled by either management or part time call personnel, bargaining unit members may fill the open shift based upon the established seniority list.

Article XX. HOLDOVER / FORCE POLICY

Section 20.01 In the event of an end of a shift vacancy, the Chief / Deputy Chief will notify the Officer in Charge on duty as soon as possible. The member on-duty with the lowest overtime hours and appropriate qualifications will be subject to a two-hour maximum holdover to allow the shift vacancy to be filled. In the event that the members on-duty have the same number of overtime hours and the appropriate qualifications, seniority will be used to determine who is held.

The Chief / Deputy Chief shall use the following process to fill the shift vacancy:

- (a) Recall qualified off duty staff via IAR, Text Message, Telephone, or Radio Recall.

- (b) Recall qualified part-time/per-diem or on-call staff via IAR, Text Message, Telephone, or Radio Recall.
- (c) In the event that the shift vacancy cannot be filled by an off-duty, part-time, per-diem or on-call staff as outlined above, the on-duty member currently on 2 hour holdover shall be held over for either the 10 hour day shift or the 14 hour night shift tour (which ever shift applies).
- (d) If the shift vacancy that cannot be filled is a 14 hour night shift, the staff with the lowest overtime hours and appropriate qualifications due to come in for the next shift tour may be recalled to cover the 14 hour night shift. Adequate notice (a minimum of ten hours) must be given to force in a member from home for the shift.
- (e) A staff member may only work consecutively between forced / holdover and scheduled shifts, a maximum of 48 hours. Rest periods of at least three hours may apply. Rest periods may be interrupted to accommodate responses to emergency calls or other scheduled department business (i.e. inspections).
- (f) Staff members, regardless of number of overtime hours worked, seniority, or maximum number consecutive hours worked, may be subject to holdover or recall from home during a declared state of emergency.
- (g) As a last resort when necessary to maintain appropriate service levels, the Chief / Deputy Chief may fill the shift vacancy.

Section 20.02 The seniority list shall not reset and shall start with the appropriate level staff member with the least seniority based on the current seniority list.

Article XXI. UNIFORMS AND CLOTHING ALLOWANCE

Section 21.01 There shall be an initial clothing allowance for each firefighter when he/she is initially employed. The allowance for newly hired firefighters will be applied toward the purchase of his/her initial official uniform allotment, (based on the Douglas Fire Department specifications) which has been agreed to as follows:

- (a) 2 badges (one coat and one shirt)
- (b) 3 pairs duty pants
- (c) 3 short sleeve uniform shirts
- (d) 3 polo shirts
- (e) 1 pair duty boots (black)
- (f) 1 belt (black)
- (g) 1 high visibility/ raincoat with fleece liner
- (h) 2 quarter zip sweatshirts (job shirt/reuben)
- (i) PT Gear (If attending the fire academy only) - DFD Logo: (2) Crew neck sweatshirt, (2) Sweatpants, (2) Shorts, (3) Tee Shirts

Section 21.02 Beginning in the first fiscal year following employees' one year anniversary with the Town, the Town shall provide for a clothing allowance of \$1,400 per employee in each fiscal year covered by this Agreement. The clothing allowance may only be used for purchase or

maintenance of items that are a part of the official uniform detailed above, class A uniform elements, or specialty positions as approved by the chief.

Section 21.03 After an employee has successfully completed their probationary period, they are entitled to a Class A uniform (limited to bell cap, pants, and jacket).

Section 21.04 Employees wishing to use all or part of their annual clothing allowance shall submit a request to the Chief or his/her designee. The Chief or his/her designee shall record the cost of the items purchased as being charged against the employee's annual clothing allowance.

Section 21.05 If any approved uniform articles described above are damaged or destroyed in the line of duty, the article of clothing shall be replaced at no cost to the firefighter.

Article XXII. PHYSICAL FITNESS INCENTIVE

Section 22.01 The Town, in cooperation with the Union, shall establish a Physical Fitness Program for firefighters covered by this agreement. Participation in the program shall be voluntary for firefighters.

Section 22.02 Stipend for successfully passing all components of the fitness assessment shall be a maximum \$500 annually, with partial payout for completion at the following percentages:

- (a) 50-74% completion \$200
- (b) 75-90% completion \$350
- (c) 90-100% completion \$500

Section 22.03 Fitness assessment shall test an employee's abilities to perform essential job functions and shall be developed by a person or agency with education and experience in creating fitness assessments for firefighters.

Section 22.04 Fitness assessments will be conducted after the firefighter has satisfactorily completed his/her yearly medical exam as specified in article XXVII. Firefighters will not be compensated for the time spent taking the assessment, if off duty.

Section 22.05 Failure to pass the assessment shall not be recorded in their personnel file and shall not be the basis of any disciplinary action against them by the chief.

Section 22.06 Fitness Assessment & Scoring Chart (in addendum)

Fitness Assessment

Purpose:

- To assess the tolerance of the participant in response to the external forces, metabolic demand and mental/emotional demand during the performance of line-of-duty work.
- Protocol is based on the International Association of Fire Chief's (IAFC) Wellness Fitness Initiative. The scoring process was initially validated in 2023 using data collected from Douglas Fire employees.

Protocol:

- Participant shall wear all PPE required to enter into an IDLH environment in order to participate. Current issuance of this PPE consists of: structural firefighting coat, pants, boots, gloves, hood, helmet, SCBA, mask and regulator.
- Timer will be started when the participant makes a pulling effort on the 1 ¾" hose line in order to begin the process of stretching the "drag load" until it is completely deployed.
- Time to complete the work performance assessment shall not exceed ten minutes.
- Engine or apparatus that will be used for the assessment, shall have crosslays positioned approximately 75' from front door of building that which the hose shall be pulled into.

Assessment:

1. Participant shall pull a 1 ¾ hoseline from a cross lay and stretch it out to opening of the building.
2. Participant will then go back to the engine and obtain a 24' extension ladder. For purposes of this assessment, the ladder can be removed from the side of the engine prior to the test and laid on its bed, next to the fire apparatus. The participant will safely lift the ladder and deploy it via a single person throw, to the second floor window.
3. The participant will climb to the top of the ladder and back down.
4. The participant will then obtain a highrise hose bundle and highrise bag and walk up interior stairs, placing bundle and tools on top floor landing. The participant may leave these here, walking back down to pulled 1 ¾" hoseline.
5. Participant must don PPE as if they were entering an IDLH environment. Current standard for this is mask on (on air), hood up, helmet in place, regulator in, and gloves on. Participant must call for water in his/her hoseline. Once hoseline is charged, participant should bleed off air and advance the hoseline 50' into the structure.
6. Lastly, the participant shall perform an overhaul simulation consisting of moving a rolled length of 4" hose a designated length with a maul (10 feet).
7. Upon completion of the last task, the course timer will be stopped and the participant will proceed to rehab in the ambulance.

Rehabilitation

Purpose:

- To provide proper and controlled rehabilitation for the assessment participant following the completion of strenuous physical work.

Protocol:

- Rehab is to be staged in the ambulance to provide appropriate ambient temperature regulation.
- As the course timer is stopped, a rehab timer will simultaneously be started and the participant's 20-minute rehab cycle will begin.
- This 20-minute cycle is consistent with current rehab standards and shall not be exceeded or terminated prematurely unless the participant is self-eliminating themselves from the process.
- During rehab, vital signs will be measured and recorded at periodic intervals so as to provide feedback on the participant's aerobic capacity as it pertains to the recovery process immediately following strenuous work

The protocol of which, is as follows:

- Baseline vital signs, specifically blood pressure and heart rate, will be measured during the check-in process (start of work performance assessment). Members must have baseline vital signs measured in order to participate in the assessment.
- These vital signs are to be re-measured within a reasonable amount of time following the cessation of their work performance assessment effort and upon their immediate arrival in rehab.
- Within the first 2-minutes following their arrival in rehab, those specific vital signs are to be reevaluated and compared:
 - A decrease in BP of 20mmHg or more, as compared to the post-test measurement.
 - A decrease in HR to 70% or less, as compared to the post-test measurement.
 - If both conditions exist, then any further monitoring of vital signs can be "safely" discontinued and time shall be documented.
 - If both of those conditions are not present, then evaluation should continue until this standard has been reached and time shall be documented.
- If the participant would like to evaluate how close they can recover as compared to a pre-test baseline measurement, they can request this option at this time so that monitoring & documentation can continue
- The benchmark to this homeostatic return is 10-minutes from their arrival in rehab.

Scoring

-3	-2	-1	AVERAGE	+1	+2	+3
4:45	5:15	5:45	6:15	6:45	7:15	7:45
90 – 100%				75-90%	50-74%	

Periodic Updating & Re-Validation

Purpose: To ensure that the process maintains integrity and consistency with constantly evolving research and challenges

Process:

- This process should grow as the fitness level of the department increases so as to promote a progressive movement towards higher fitness levels. In order to accomplish this, a periodic evaluation of the scoring system as well as the standards of the assessment needs to be carried out. Reevaluation will take place every contract period
- In this evaluation, current department scoring charts need to reflect the increases in endurance and efficiency.
- The protocols will need to be evaluated so as to ensure that they reflect any equipment or operational changes as well as any updates to current science.
- Call fire department members may be utilized to assist in validating standards.
- Reevaluation will take place every three years during collective bargaining agreement negotiation.

Article XXIII. VACATION

Section 23.01 All full time employees shall accrue vacation leave in accordance with the following schedule:

Years of Service Completed	Vacation Time Earned
One (1) year	Four (4) shifts
Five (5) years	Six (6) shifts
Ten (10) years	Eight (8) shifts
Fifteen (15) years	Ten (10) shifts
Twenty (20) years	Twelve (12) shifts

Section 23.02 For purposes of this Article, a year is defined as starting on the anniversary date of full time employment.

Section 23.03 Vacation requests should be given to the Chief with at least thirty (30) days of notice and should be taken in units of at least one shift. The Chief may waive the thirty (30) day notice period in his sole discretion.

Section 23.04 The Chief shall grant vacation requests by seniority order, and resolve conflicting vacation requests in favor of the employee with the greatest seniority.

Section 23.05 Upon separation from employment, employees shall be compensated for accrued but unused vacation leave.

Section 23.06 Probationary employees may use up to 1 week of their accrued vacation leave after continuous service of six months.

Article XXIV. EDUCATION REIMBURSEMENT

Each employee who enrolls in a course related to Fire Science or emergency medical services (EMS) offered by an accredited institution, shall be reimbursed by the Town an amount not to exceed \$3,000 per year, per employee, upon achieving a grade of at least a "C." Employees are required to notify the Chief by December 1 of their interest to enroll in (a) college course(s). Documentation of course enrollment, the grade earned, an invoice detailing the cost of the course, proof of payment, and a written request for reimbursement must be submitted to the Town Accountant in order for reimbursement to occur.

Article XXV. SICK LEAVE

Section 25.01 Sick leave shall be credited monthly as a rate of 16 hours per month after each month of employment and may be rolled over from fiscal year to fiscal year to a maximum of 1,800 hours. No buy-back provisions are made for sick days.

Section 25.02 Sick leave may be taken in increments of no less than three (3) hours.

Section 25.03 Any full time firefighter who takes more than three (3) consecutive scheduled shifts as sick days shall provide a written doctor's note excusing his/her absence from work to the Chief.

Article XXVI. PERSONAL LEAVE

Section 26.01 All bargaining unit members are entitled to seventy-two (72) hours of personal leave with pay each year, awarded to members on their anniversary day. The member's leave request shall not be unreasonably denied.

Section 26.02 Personal time is time that can be used by employees for emergencies and personal business. Personal time may be taken in increments of no less than three (3) hours. Unless the personal day is taken for an emergency, the employee must give the Chief sufficient notice to allow for proper shift coverage.

Article XXVII. BEREAVEMENT LEAVE

Section 27.01 Every full time firefighter shall be entitled to three (3) consecutive twenty-four (24) hour shift absences without loss of pay or benefits in case of death of a member of his/her immediate family.

Section 27.02 Immediate family is defined as: domestic partner, legal spouse, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, step brother, step sister, grandmother or grandfather.

Section 27.03 Additional bereavement leave may be taken with the approval of the Chief. Said approval shall not set precedent and shall be made without prejudice. In the case of death of relatives other than as provided in section 27.02, such leave of absence with pay shall not be for more than one (1) twenty-four (24) shift to permit attendance at the funeral of said person, if leave is approved by the Chief.

Article XXVIII. OTHER LEAVES OF ABSENCE

Section 28.01 Military Leave: A full time employee 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 armed forces reserves who may be mobilized during an emergency.

Section 28.02 Unpaid Leave of Absence: The Chief may grant an unpaid leave of absence to an eligible full time employee for specific periods of time, not to exceed a total of ninety (90) days, and for reasons specified in writing. The terms of the unpaid leave of absence granted under this section are as follows:

- (a) All full time employees covered by the Agreement are eligible for unpaid leave of absence after one (1) calendar year of service. An employee must have a continuous, full calendar year of service in place after each unpaid leave given under this section before he/she can request any additional unpaid leave under this section.
- (b) The employee's seniority will continue to accrue for the duration of the leave.
- (c) No fringe benefits will accrue or be paid for by the Town during an unpaid leave of absence.
- (d) 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 (2) 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.

Section 28.03 Jury duty: A full time employee summoned to jury duty will be excused from work for the period required to perform jury duty.

- (a) If the jury is prematurely excused from duty during the time of service, the employee is expected to return to his/her regular work schedule as soon as possible.
- (b) 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 Chief, be paid regular wages by the Town for the first three (3) days of jury service.
- (c) Employees required to serve on a jury for more than three (3) 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 XXIX. HEALTH AND WELLNESS

Section 29.01 The Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

Section 29.02 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 29.03 The Town shall engage in impact bargaining over changes in the Town's premium contribution rate for health insurance.

Section 29.04 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 applicable state laws, and shall meet periodically with the Union to discuss safety matters.

Section 29.05 The Parties agree that baseline screening is critical to document any changes in employee health that might occur over time. The Town shall pay for one annual, comprehensive physical, using a health provider mutually agreed upon with the Union. This exam is separate and apart from the pre-employment physical or any other voluntary program established by the Town. The Town shall also pay for a low-dose computed tomography Chest (CT) scan within the first six (6) months of employment. The Parties agree that employees shall comply with the periodic repetition of the comprehensive physical and Chest (CT) scan, at the Town's expense. The Parties further agree that the documented results of these tests are to remain private between the employee and their medical provider(s), and the Union understands that these results may need to be produced as evidence to support any insurance or financial claim under this contract or state law.

Section 29.06 The Parties agree that if an employee has or develops a condition that must be monitored per the orders of an employee's physician, the Town shall reimburse, at the employee's request, the employee for any out-of-pocket co-payments incurred for consultations and tests required, as often as they must be repeated under the direction of the

employee's physician.

Section 29.07 In the event that the Town creates voluntary programs for the systematic monitoring of employee wellness, the Town agrees to pay for the related expenses incurred by participating employees. The Parties understand and agree that the Town may pursue alternative methods to pay for these expenses outside of the Town's operating expense budget, including funding where possible through its self-insured health plan, but the obligation to pay for voluntary programs will apply regardless of whether an employee is enrolled in that plan.

Article XXX. INJURED ON DUTY LEAVE

Section 30.01 Whenever a bargaining unit member is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, he/she shall be granted leave without loss of pay for the period of such incapacity; provided, that no such leave shall be granted for any period after such bargaining unit member has been retired or pensioned in accordance with law or for any period after a physician designated by the Chief or Town Administrator determines that such incapacity no longer exists. All amounts payable under this Article shall be paid at the same times and in the same manner as, and for all purposes shall be deemed to be the regular compensation of fire fighter.

Article XXXI. LIGHT DUTY

Section 31.01 Subject to the conditions set forth in this Article and this Agreement, the Chief may require, subject to medical clearance, an employee who has been on injured on duty leave for more than thirty (30) days, and is ambulatory, to perform light duty he or she is able to perform, either full time or part time, unless the employee is pursuing an accidental disability retirement. The Chief may reassign an employee to an administrative day shift for this purpose notwithstanding any contrary provision in this agreement. An "administrative day shift" shall be defined as regular daytime hours Monday through Friday.

Section 31.02 Light duty assignments under this Article shall not extend beyond one year.

Section 31.03 Employees on light duty shall not be considered to be part of fire suppression or EMS forces. No employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status. Light duty shall not include driving of ambulances, fire suppression emergency vehicles, or any vehicle for emergency response purposes.

Section 31.04 Light duty may be required by the Chief only after the employee's or the Town's physician finds that the employee is fit to perform such duty. If the employee's physician and the Town's physician disagree as to fitness for light duty, the two physicians shall designate a third physician of the appropriate medical specialty who, at the expense of the Town, shall determine the employee's fitness for light duty, and such determination shall be binding on all parties and not subject to the grievance procedure.

Section 31.05 Light duty assignments by the Chief shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned, after consultation between the Chief and the employee involved.

Section 31.06 The employee on light duty may be released by the Chief to attend medical appointments or therapy in connection with the injury or illness that has put the firefighter on light duty. Such request for release shall not be unreasonably withheld.

Section 31.07 Employees experiencing illness or injury in a non-duty status may volunteer to participate in the light duty program in accordance with the conditions of this Article if approved by the Chief. Such approval shall not be unreasonably withheld.

Section 31.08 Employees on light duty remain on pay and work status for the purposes of benefits such as, but not limited to, accrual of sick and vacation time, receiving holiday pay and other such benefits and wages that are earned by working.

Article XXXII. COMPREHENSIVE ANNUAL PHYSICAL EXAMS

Section 32.01 Medical examinations will be required for all full time employees every year and will be conducted by a testing agency specified by the Town each calendar year (EMT/Paramedic Only staff shall be exempt from participating in (1) Section 32.04). The time necessary for the physical shall be considered as time worked (straight time). The Town shall pay the cost of such exams. Refusal or failure to take a medical exam or any part of it as required by the Town will result in disciplinary action, up to and including termination.

Section 32.02 The results of the medical exam shall be confidential between the employee and the testing agency. Medical exams shall be considered for the purposes of screening for early detection of cancer and heart/lung disease. If an actual or potential medical condition is discovered that would render an employee unfit for duty due to being unable to perform essential job functions, the employee would be required to utilize sick time until such time the condition was determined to be caused in the performance of his/her duties with the Town of Douglas Fire Department. The Town will pay for employees out-of-pocket expenses for exams recommended by their physician for a "watch condition"

Section 32.03 When an employee has a health-related problem that affects or may affect his/her ability to perform essential job functions, the employee shall advise the Chief. An employee who has had a medical treatment prescribed in order to resolve an actual or potential medical problem that affects or may affect the employee's ability to perform essential job functions, who fails or refuses to follow the medical treatment prescribed, shall be subject to disciplinary action, up to and including termination.

Section 32.04 Medical Examinations will include an NFPA 1582 physical plus laboratory testing, ultrasound screening, cardiopulmonary testing, and a fitness evaluation (per NFPA 1583), as determined by the testing agency, to include:

- (a) Public Safety Annual Physical:
 - (i) Medical & Occupational/Environmental Questionnaire
 - (ii) Comprehensive Hands-On Physical Exam
 - (iii) Vital Signs: Height, Weight, Blood Pressure, Pulse
 - (iv) Sleep Disorder Evaluation, Epworth Sleep Scale
 - (v) Back Health Evaluation
 - (vi) Urinalysis
 - (vii) Audiogram
 - (viii) Visual Acuity Test, Titmus
 - (ix) Titmus Occupational Vision with Peripheral, Depth Perception, and Color
 - (x) Breast Exam with Self-Exam education
 - (xi) Personal Consultation with review of testing results
- (b) Laboratory Tests:
 - (i) Comprehensive Metabolic Panel, Blood Chemistry
 - (ii) Complete Blood Count, Hematology Panel
 - (iii) Hemoccult Stool Test for Colon Cancer Screening
 - (iv) Total Lipid Panel
 - (v) Thyroid Test TSH
 - (vi) Glucose
 - (vii) Hemoglobin A1C
 - (viii) PSA (Prostate cancer marker, Men)
 - (ix) Testosterone (Men)
- (c) Ultrasound Screenings (Early Detection of Heart Disease and Cancer):
 - (i) Echocardiogram (Heart Ultrasound)
 - (ii) Carotid Arteries Ultrasound
 - (iii) Aorta and Aortic Valve Ultrasounds
 - (iv) Liver Ultrasound
 - (v) Gall Bladder Ultrasound
 - (vi) Kidneys Ultrasound
 - (vii) Spleen Ultrasound
 - (viii) Bladder Ultrasound
 - (ix) Thyroid Ultrasound
 - (x) Prostate Ultrasound
 - (xi) Testicular Ultrasound
 - (xii) Ovaries and Uterus Ultrasounds
- (d) Cardiopulmonary Testing
 - (i) Cardiac Stress Test (Treadmill with 12 lead, sub-maximal, Bruce Protocol)
 - (ii) EKG, 12 Lead
 - (iii) Spirometry, PFT Lung Capacity *EMT/Paramedic Only staff shall be exempt from participating in section 32.04 (d), iii & iv.*

- (iv) OSHA Respirator Medical Clearance *EMT/Paramedic Only staff shall be exempt from participating in section 32.04 (d), iii & iv.*
- (v) Chest X-Ray every other year
- (e) Fitness Evaluations per NFPA 1583~IAFF/IAFC Wellness Fitness Initiative:
 - (i) Fitness tests for muscular strength & endurance
 - (ii) Sit and Reach, Planking, Grip Strength,
 - (iii) Sit Up Test, Wall Sit, Flexibility
 - (iv) VO2 Max Calc for Aerobic Capacity
 - (v) Body Weight and Composition
 - (vi) Personal Fitness Rx
 - (vii) Personal Wellness Plan with recommendations

Article XXXIII. CANCER PRESUMPTION

Section 33.01 Notwithstanding the provisions of any general or special law to the contrary, the Town recognizes that the firefighters covered under this Agreement may encounter potential exposures to heat, radiation, or a known or suspected carcinogen during the performance of their duties. The following are potential risks or conditions of cancer that arise as a result of those exposures:

- Cancer of the skin;
- Cancer of the central nervous, lymphatic, digestive, hematological, urinary, skeletal, oral or prostate systems;
- Cancer of the lung or respiratory tract.

Section 33.02 The Town recognizes that each bargaining unit member covered under this Agreement passed a physical examination upon entry into service or subsequently, and the examination did not reveal any evidence of such conditions.

Section 33.03 Where the physical examination did not reveal any evidence of such conditions, it can be presumed that such conditions were suffered during the performance of their duties and statistically significant correlation with fire service, unless it is shown by a preponderance of the evidence that non-service related risk factors or non-service related accidents or hazards were the cause of the disability.

Section 33.04 Any employee who is incapacitated because of a condition as defined in Section 31.01 shall report the condition in writing to the Chief or his designee as soon as practicable after the illness is sustained or he or she becomes aware of the condition.

The Town maintains its right to have the employee examined by a physician designated by the Chief or the Town Administrator, without expense to the employee, and it maintains the right to a complete report from such physician. The employee, as a condition of continued eligibility, must agree to be examined by the Town's chosen physician when requested by the Chief, and allow the release of all medical records pertaining to the condition to the Town. The Town will pay reasonable travel expenses if it requires the employee to visit a physician outside the

greater Worcester area.

Article XXXIV. INFECTIOUS / CONTAGIOUS DISEASE PRESUMPTION

Section 34.01 For “injured on duty” leave under Section 111F of Chapter 41 of the General Laws, employees shall be presumed to have contracted an infectious/contagious disease in the line of duty, provided they meet the following requirements:

- (a) The employee has had a baseline test, which was negative upon hiring or subsequent to hiring;
- (b) The employee shall submit to follow up testing and any reasonable medical prophylactic treatment for the disease in question;
- (c) The employee shall report all known exposures pursuant to Department rules, regulations, and procedures to the Chief within twenty-four (24) hours of the exposure or within twenty four (24) hours of notification from the hospital of said exposure;
- (d) The employee shall submit such documentation as may be required by the Chief.

Section 34.02 If an employee is exposed to an infectious/contagious disease in the line of duty, the Chief or designated Infection Control Officer (ICO) shall contact the employee as soon as possible to ascertain the employee’s status and to refer the employee to treatment and/or counseling.

Section 34.03 If an employee is exposed to an infectious/contagious disease, that employee may choose not to submit to follow-up testing, treatment, or documentation, but will have to prove that the cause of the infectious/contagious disease was work-related and shall not be eligible for the presumption under this Article.

Section 34.04 If an employee is exposed to an infectious/contagious disease for which no medically reliable baseline test is available, that employee shall be presumed to have contracted the disease in the line of duty provided that the employee follows the requirements of Sections 31.01(a), (b) and (c) above.

Section 34.05 The Chief, Town physician or the ICO shall keep all employee medical records related to infectious/contagious diseases as required by law. If an employee invokes the presumption, the Chief or the ICO shall be the contact person for the Town. The Chief will establish a procedure for the safeguarding of all confidential medical records as they pertain to infectious/contagious disease as required by law.

Section 34.06 Infectious/contagious disease shall be defined as a disease included within the list of life threatening infectious diseases developed by the United States Secretary of Health and Human Services pursuant to the Public Health Service Act, Section 300ff-131 of Chapter 6A of Title 42 of the United States Code. Infectious/contagious diseases include: hepatitis, clostridium, rubella, tuberculosis, human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS-related complex, smallpox, anthrax, or any other disease so

classified by the Secretary of Health and Human Services for the life of this contract.

Section 34.07 The parties recognize that some infectious/contagious diseases do not become manifest for a period of time after exposure. The delay in onset of a disease shall not be grounds for denial of injury leave benefits provided all other requirements of this Article have been met.

Section 34.08 This Article, except as to the presumption and grievance arbitration as to the applicability of the presumption, is without prejudice to the remaining provisions of General Laws Chapter 41, Section 111F.

Section 34.09 The presumption contained in this Article may be rebutted by a preponderance of evidence demonstrating that the employee contracted the infectious/contagious disease outside the line of duty.

Section 34.10 For the purposes of this Article only, the Union may grieve and arbitrate the applicability of the presumption under Article 14 if the Town denies the applicability of the presumption to a firefighter in accordance with this article.

Article XXXV. POSTING SPACE

The Town shall provide space for a bulletin board in a designated area of the Fire Station 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 Station. The posting of any notice shall be subject to the prior approval of the Chief provided the Chief shall grant his approval if the posting complies with the terms of this section.

Article XXXVI. STABILITY OF AGREEMENT

Section 36.01 No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the Parties hereto unless made and executed in writing.

Section 36.02 The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

Article XXXVII. 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 XXXVIII. SEVERABILITY

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 XXXIX. DETAILS

Section 39.01 Details related to the responsibilities of the department shall be performed at the rate of the employees' overtime rate but in no instance less than the rate of \$45 per hour. Details shall be compensated at a rate 25% higher than the detail rates above if the detail is worked on the night before, or on the day or night of, any holidays noted in section 17.01 above.

(a) Details shall be awarded to the staff members with the appropriate qualifications and seniority as outlined in Article VII.

Section 39.01 The Town will work within the requirements of municipal accounting and finance rules established by law to assure that details are compensated within fourteen (14) business days of the receipt of the required paperwork by the Finance Department.

Article XL. DURATION

Section 40.01 This Agreement will be effective from July 1, 2024 to June 30, 2027, 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.

Section 40.02 This Agreement is subject to ratification by the Union and by the Board of Selectmen and Town Meeting.

This Agreement was negotiated for the Town by Board of Selectmen Ross I. Smith, Town Administrator Matthew J. Wojcik, Chief John J. Furno, and Assistant Chief Kelly Manning. For the Local by Union President Lieutenant Anthony Worster, Union Vice President Lieutenant Adam Dauplaise and Union Secretary/Treasurer Firefighter Danica McCallum.

Tentative Agreement Date: _____

For the Town:

For the Union:

Ratification vote, as certified by the Town Clerk: *Certification document attached*

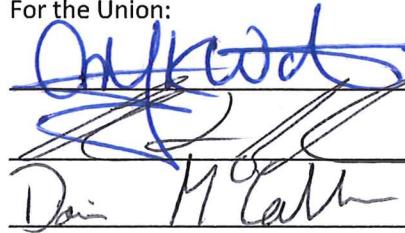
Ratified by the Union on _____ as certified by its President _____

Executed this 2nd day of April 2024

For the Town, by its Board of Selectmen:



For the Union:



Town Accountant _____

Town Counsel _____



TOWN OF DOUGLAS
OFFICE OF THE TOWN CLERK



29 DEPOT STREET

DOUGLAS, MA 01516

Phone: 508-476-4000 ext. 255 Fax: 508-476-4012

Christine E.G. Furno, CMC/CMMC

Town Clerk

cfurno@douglas-ma.gov

Lisa A. Postma

Asst. Town Clerk

lpostma@douglas-ma.gov

I hereby certify that at the Annual Town Meeting held on Monday, May 6, 2024, the Town of Douglas voted as follows:

Article 11: Ratify Fire Union Contract

To see if the Town will vote to ratify the collective bargaining agreements executed by the Fire Union and Board of Selectmen on **April 2, 2024**; or take any other action relative thereto.

MOTION: I move the Town vote to ratify the Douglas Firefighters Union contract executed by the Board of Selectmen and the Douglas Firefighters Union on 4-2-24.

MODERATER DECLARED MOTION PASSED BY UNANIMOUS CONSENT.

A True Copy,

ATTEST:



Christine E.G. Furno, CMC/CMMC

Douglas Town Clerk

