

AGREEMENT BETWEEN
TOWN OF DANVERS
AND
LOCAL 2038, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, CLC
(2017-2020)

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This Agreement, entered into by the Town of Danvers, hereinafter referred to as the “Employer” or “Town” and Local 2038, International Association of Firefighters, AFL-CIO, CLC, hereinafter referred to as the “Association”, has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I
RECOGNITION

SECTION 1: The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for Town of Danvers Fire Department, excluding the Chief and the Deputy Chief.

SECTION 2: The term “employee(s)” as used in this contract refers to all individuals within the units set forth in Section 1 of this Article.

SECTION 3: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

ARTICLE II
MANAGEMENT’S RIGHTS

Except as otherwise expressly and specifically provided in this agreement, the Association recognizes and agrees that the supervision, management and control of the Town’s business, operations, working force and facilities are exclusively vested in the management of the Town. Without limiting the generality of the foregoing, the Association recognizes and agrees that the right to plan, direct and control the Town’s business, operations and working forces; to hire, promote, transfer and lay-off employees and lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks, classification, and standards of performance for employees is vested exclusively in the management of the Town.

The foregoing shall not be taken, however, as a limitation upon the rights of the Association to represent the employees covered hereby in the procedures provided in this Agreement. Nothing in this Agreement shall contravene any of the provisions of Chapter 31 of the General Laws.

ARTICLE III

DISCRIMINATION AND COERCION

SECTION 1: There shall be no discrimination by the Employer against any employee because of his activity or membership in the Association. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.

SECTION 2: The Association, its officers or members, shall not intimidate or coerce employees in exercising their legal right from joining or refraining from joining an employee organization.

ARTICLE IV

GRIEVANCE AND ARBITRATION

SECTION 1: Any grievance which may arise between the parties, including the application, meaning or interpretation of this Agreement and the imposition by the Employer of any form of discipline including discharge, shall be settled in the following manner, except that grievances involving disciplinary action shall be started at Step 3:

Step 1: The aggrieved employee, with his Association representative, shall take up the grievance or dispute orally with the Deputy Fire Chief. Such supervisor will respond orally within 24 hours of the date of the grievance. The parties shall exert all efforts to settle the grievance at this step.

Step 2: If the grievance cannot be settled, it shall be presented in writing to the Fire Chief within 10 working days after the Deputy Fire Chief's response. The Fire Chief shall respond to the representative of the Association in writing within 3 days after having heard the grievance. The Fire Chief's response shall relate the Town's position regarding the grievance and the reasons for such position.

Step 3: If the grievance still remains unsettled, the documents from Step 2 shall be turned over to the Town Manager within ten (10) working days after the response of the Fire Chief is received. The Town Manager or designee shall hold a meeting within ten (10) days of the receipt of the grievance papers at the third step. Three (3) Association representatives shall be present at such meeting. The Town Manager shall provide the Association with the Employer's decision as to the

grievance with the reasons for such decision within twenty-one (21) days of the third step grievance meeting.

The time limits as set forth in this Article may be extended by written mutual agreement of the Association and the Employer.

SECTION 2: It is mutually agreed that in the interpretation of the provisions herein relating to Step 1, 2 and 3:

- a) The word “respond” shall mean to make a meaningful reply rather than to make a definitive decision.
- b) The time of absence of any of the parties from his normal duty shall be added to any of the time limitations set forth.

SECTION 3: Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Steps 1, 2 and 3 which involves either:

- a) The interpretation or application of a provision of this Agreement; or,
- b) A disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause:

Shall be submitted to final and binding arbitration at the option of the Association within fifteen (15) days after the reply of the Town Manager pursuant to the following procedure:

Step 4: The arbitration proceeding shall be conducted by a person qualified in labor relations to be selected by the Employer and the Association within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the State Board of Conciliation and Arbitration shall be requested by either or both parties to provide a panel of five (5) qualified persons. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. Notwithstanding the foregoing, if the parties mutually agree in writing after Step 3 of the grievance procedure to submit the grievance to the American Arbitration Association, said grievance shall be submitted to said Association in accordance with the voluntary labor arbitration rules of said Association.

The award of an Arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, in any way alter the provisions of this Agreement.

The expense for the arbitrator's services shall be borne equally by the Employer and the Association; however, each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE V
HOURS OF WORK

SECTION 1:

Section 1: The regular work week for uniformed members of the bargaining unit shall be forty-two (42) hours, worked in two (2) twenty-four (24) hour shifts commencing at 7:30 AM. For purposes of leave time, a twenty-four (24) hour shift can be further divided into a ten (10) hour day tour commencing at 7:30AM and a fourteen (14) hour night tour commencing at 5:30PM.

Sample Shift Tour: 24 hours on / 24 hours off / 24 hours on / 120 hours off

Section 2: The regular work schedule of full time uniformed specialists of the department covered by the Agreement may be four consecutive ten (10) hour shifts or five (5) consecutive eight (8) hours shifts: provided, however, that employees so assigned shall receive the same number of regular days off annually as will employees working the standard work schedule.

ARTICLE VI
OVERTIME

SECTION 1: Employees covered by this agreement shall be paid overtime at the rate of one and one-half times his regular hourly rate of pay for work in excess of normal shift hours in one day and normal shift hours in one week.

SECTION 2: Any employee held over beyond the conclusion of his regular tour for one half (½) hour or more, any employee called back to work after leaving the work upon the conclusion of his regular tour and any employee called into work one (1) hour or more prior to the commencement of his regular tour shall be paid at time and one-half his regular hourly rate of pay for all hours worked on such hold-over, recall or call-in and, he shall be guaranteed a minimum of three (3) hours pay at time and one-half his regular hourly rate of pay on each such occasion of hold-over, recall or call-in; provided, however, that such employee shall be guaranteed a minimum of four (4) hours pay at time and one-half his regular hourly rate of pay on each such occasion of hold-over, recall or call-in occurring on a contractual holiday.

SECTION 3: All overtime pay shall be computed on the basis of one forty-second (1/42nd) of the applicable weekly salary.

SECTION 4: Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. The low man in each group on the overtime roster shall be given the initial opportunity to work overtime with succeeding offer to be given to employees who have worked the comparative least amount of overtime as shown on the roster. It is understood that the foregoing is not intended to waive whatever rights the Employer may have to require overtime work.

SECTION 5: In case of a grievance involving overtime, records in each division time book of the overtime work shall be subject to examination by the Association representative with the Fire Department Officer charged with maintaining such records.

ARTICLE VII

ASSOCIATION REPRESENTATIVES

SECTION 1: A written list of Association representatives shall be furnished to the Employer immediately after their designation, and the Association shall notify the Employer of any change.

SECTION 2: The following Association representatives shall be granted reasonable time off during working hours after arrangement with the immediate superior with pay and without benefit loss for the following purposes:

- a) One (1) representative for the investigation of and attempted settlement of grievances at Step 1 and 2 of the contractual grievance procedure;
- b) One (1) representative for the purpose of investigation of grievances at the Step 3 level; An additional two (2) representatives for the purpose of investigation of grievances at the Step 3 level where such investigation is confined to stations where said representatives are assigned, and further provided that such representatives respond to alarms as assigned, and, three (3) representatives to participate in the presentation of grievances at Step 3 of the contractual grievance procedure;
- c) In each case where an arbitrator has been selected or appointed three (3) representatives of the Association will be allowed up to eight man hours each of preparation time with pay provided that such representatives shall confer at the Central Fire Station and respond to emergency calls as assigned. Three (3) representatives to participate in the

presentation of grievances in arbitration pursuant to the contractual grievance procedure; and

- d) Three (3) representatives to participate in collective bargaining negotiations with the Employer.

SECTION 3: The President of the Association or his designee shall be entitled to three shifts off with pay to attend official meetings or functions of the Professional Firefighters of Massachusetts or the International Association of Firefighters provided he gives two weeks advance written notice, when possible, to the Chief of the Department. The Chief of the Department shall grant the President or his designee's the shift(s) off with pay provided at the time the notice is provided the department shall not be obligated to hire back an employee to fill. The President of the Association or his designee shall be entitled to four shifts off without pay to attend such meetings or functions provided he gives to the Chief of the Department two weeks advance written notice, whenever possible.

ARTICLE VIII

HOLIDAYS

SECTION 1: The following eleven (11) days shall be considered to be paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Christmas

SECTION 2: Holiday pay, whether actually worked or not, for all eleven (11) holidays shall be computed on the basis of twelve (12) hours pay.

SECTION 3: If a paid holiday occurs within an employee's vacation period, the employee may either receive vacation pay for that holiday, or take an additional day. If the employee opts for the additional day, he will not be compensated for the vacation pay for that holiday. Furthermore, the

employee must notify the Chief or Deputy Chief in writing of his intent to receive an additional day off in lieu of vacation pay at least seven days prior to the holiday.

SECTION 4: There shall be two (2) compensatory work shifts afforded each employee per year, to be utilized in the same manner as Vacation Leave.

SECTION 5: In addition to any other compensation to which employees are entitled pursuant to the provisions of this Agreement, for all hours of duty actually performed within the twenty-four (24) hour period constituting the holidays of July 4th, Veterans' Day, Thanksgiving, Christmas, and Labor Day, employees shall receive an extra half-time, times their regular rate of compensation for each such hour.

SECTION 6: If a holiday occurs on a normally scheduled work day of the Fire Prevention Officers (FPO) work schedule and all Town offices are closed, the FPO office shall also be closed and the FPO shall receive his regular compensation in addition to the agreed upon holiday compensation in section two (2) of this article.

ARTICLE IX

VACATIONS

SECTION 1: Employees appointed to the Danvers Fire Department on or before January 16, 2002 shall be entitled each calendar year to vacations with pay pursuant to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
6 months to one year	one (1) tour
1-4 years of service	two (2) tours
5-9 years of service	three (3) tours
10-19 years of service	four (4) tours
20 or more years of service	five (5) tours

Employees appointed to the Danvers Fire Department on or after January 17, 2002 shall be entitled each calendar year to vacations with pay pursuant to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
6 months to one year	one (1) tour
1-4 years of service	two (2) tours

5-9 years of service	three (3) tours
10 or more years of service	four (4) tours

SECTION 2: For the purpose of this contract, the phrase “tour of duty” shall be equivalent to five (5) days of vacation as expressed in the Personnel Policy. A “tour of duty” is a varying period of time from an employee’s first day of work until the end of his last night’s work shift in accordance with the fire Department work schedule.

SECTION 3: The length of vacation to which an employee is entitled shall be based upon the employee’s length of accumulated service in the employ of the Employer as of December 31st of the calendar year involved.

SECTION 4: An employee shall not lose his vacation time because of injury or sickness; however, he shall take the same as soon as possible after the first of each year.

SECTION 5: Vacations shall be selected by groups according to seniority by rank in accordance with the following procedure:

On the first round of picks a two consecutive tours vacation may be selected by each employee. If an employee wishes not to select two consecutive tours he may select a one tour vacation foregoing his second tour vacation until the second round of selections, his third tour vacation may be postponed until the third round of selections and the fourth tour vacation postponed until the fourth round of picks.

The vacation schedule for the next year shall be posted no later than December 15 of each year and shall be completed by January 15 of the vacation year.

If an employee fails to pick his vacation by the January 15 deadline of the vacation year, his picks for vacation will have to be put into available open slots in his group’s vacation schedule according to seniority.

After January 15 of his vacation year, employees may change days or tours on the completed vacation roster to available open slots on his group’s roster with the approval of the chief of the Fire Department.

ARTICLE X

SICK LEAVE

SECTION 1: All unit employees shall accrue sick leave at the rate of one and one-quarter days for each full month of employment. In the year in which a unit employee dies or retires, the sick

leave shall be credited for a full year on January 1. Employees shall accumulate unused sick leave days from year to year to a maximum accumulation of two hundred and fifty (250) days.

SECTION 2: After twenty (20) years of service, a unit employee who has exhausted his sick leave benefits may continue to receive his regular pay for a period not to exceed sixty (60) calendar days while hospitalized or confined to a nursing home or extended care facility. During such period the employee shall continue to remain eligible for service benefits and his sick leave benefits accruing during the sixty (60) days shall be used during such hospitalization or confinement.

SECTION 3: Upon employment termination, other than discharge for just cause, an employee shall be compensated for accumulated, unused sick leave as of the termination date at the pay rate applicable to such employee's rank as of the termination date on the basis of one-fifth (1/5) of the employee's weekly compensation pursuant to the following formula: for every two (2) unused sick leave days, an employee will receive one (1) day of unused sick leave compensation.

SECTION 4: An employee shall be charged one (1) day of sick leave for each full scheduled shift which he misses due to sickness. Any approved Vacation Leave, Personal Leave, Funeral Leave and Non-Scheduled work shifts or any combination thereof (including sick leave utilization less than a payroll week) taken by any employee shall be charged on a day for day basis provided that should the employee not work any scheduled shift in the payroll week the employee shall be appropriately charged four (4) days but in no event, shall the employee be charged in excess of four (4) days of something.

SECTION 5: (a) Should any member of the bargaining unit working under the 24-hour shift call out sick at the start of a shift 7:30AM they shall be out on sick leave for the full 24-hour period and shall be charged 2 days of sick leave; however, the use of sick leave may be split between the day and night shift, rather than charging the individual 2 full sick days. Under this change it is permissible for a member of this unit to be out sick for the day or night shift. In addition, any member that is out on sick leave for any portion of the 24-hour shift shall not be eligible to work overtime or details for 10 hours following the period of sick leave.

(b) An employee shall be charged one (1) day of sick leave based on the following circumstances:

1. Missing a full day tour or a full night tour due to sickness
2. Missing more than five (5) hours of a scheduled day tour

3. Missing more than nine (9) hours of a scheduled night tour

An employee shall be charged two (2) days of sick leave for each full scheduled twenty-four (24) hour shift missed due to sickness.

SECTION 6: Sick Leave Bank

(a) Should the total number of days in the sick leave bank drop below 100, each unit member shall donate one sick day per calendar year, and may also donate up to an additional two days per calendar year, until a balance of 250 days is reached in the sick leave bank. Donated days are solely for the purpose of maintaining an adequate sick leave bank and will not have an effect on individual unit member's sick leave use or incentives.

(b) Any member of the bargaining unit who has exhausted all of his/her leave (sick, vacation, personal, earned time and compensatory time) and is unable to return to work due to illness or injury is eligible to draw from the sick leave bank provided they are under a physician's care and have obtained a note from said physician indicating that the unit member is unfit for duty. After each thirty (30) day period while drawing from said sick leave bank the unit member must provide updated documentation from said physician verifying that the unit member remains unfit for duty.

(c) Any days drawn from the sick leave bank that are subsequently determined to be injury leave shall be returned to the said sick leave bank.

(d) After a member has been using the sick bank for 6 months the Town may choose to have the employee evaluated by a Town doctor to see if he/she is fit for duty. If deemed fit for duty the employee may be removed from the sick bank.

ARTICLE XI

LEAVE FOR PERSONAL NECESSITY

An employee shall be entitled to receive up to two, three-hour periods, and two Personal Days, with pay each calendar year. Such personal leave period will not be charged to any other leave benefit. The employee shall notify, or cause the Fire Chief or his designee, to be notified as soon as possible of his request for the personal period. An absentee report noting the time off as a "personal period," signed by the employee and the Fire Chief or his authorized designee, will be forwarded with the employee's time card.

ARTICLE XII
BEREAVEMENT LEAVE

SECTION 1: Employees covered under this Agreement shall be granted Bereavement Leave with regular pay in the event of deaths as outlined in this Article.

SECTION 2: Each employee shall be entitled, in connection with a death in the immediate family, four (4) paid bereavement shifts, plus one (1) additional paid day if unusual travel conditions exist. Immediate family includes, spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, step-parents, step-children, or a person residing within the employee's household at the time of the death.

Each employee shall be entitled, in connection with a death of other relatives, two (2) paid bereavement shifts. Other relatives include, siblings-in-law, aunt, uncle, niece, nephew or spouse's grandparents.

Bereavement days are not to be charged against an employee's accumulated sick, vacation or personal time.

ARTICLE XIII
CLOTHING AND PROTECTIVE EQUIPMENT

SECTION 1: If any employee is required to wear a work uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer, and the Employer shall replace all worn parts of such protective clothing and protective devices, including all rubber goods and helmets with eye shields with new parts. Such replacement shall be within the discretion of the Chief, provided that such replacement shall not be unreasonably withheld. In addition to the foregoing, the Employer will provide, at no cost to unit employees, the initial supply of any changes in the current work uniform items. After such initial supply, replacement of such new work uniform articles shall be purchased pursuant to Section 4 of this Article.

In addition to the foregoing, the Employer shall supply to all employees and shall repair or replace as needed the following articles of protective equipment: nomex hood and night hitch set with boots.

SECTION 2: The Employer agrees to provide and replace all materials and equipment required to perform the duties assigned to the employees covered by this Agreement.

SECTION 3: The Employer agrees to provide and replace or repair if damaged in the line of duty work uniforms consisting of three long-sleeve shirts, three short-sleeve shirts, three pairs of pants and a light jacket for all employees. It is mutually agreed that these work uniforms provided by the Employer shall be worn at all times, except when off duty, and shall be neat and clean.

SECTION 4: No later than the last pay period of January each year, each unit employee shall be credited with a Five-Hundred Twenty-Five Dollar (\$525) clothing allowance against which clothing purchase requisitions shall be placed to provide replacement for the work uniforms.

SECTION 5: The Employer agrees to provide full dress uniforms for employees at the time of their first employment and whatever additions to dress uniforms are necessary when employees are assigned to higher ranks. The Fire Prevention Officer shall be provided with a new dress uniform every five years.

ARTICLE XIV

HEALTH AND WELFARE

SECTION 1: Cost contribution for the medical plan coverage provided herein will continue to be on the following basis: Town share . . . seventy percent (70%); unit employee share . . . thirty percent (30%).

SECTION 2: Unit participating employees will be entitled to participate in the so-called IRS "Section 125" Plan regarding pre-tax deduction for health insurance premium payments, as permitted by the provisions of Section 125 of the Internal Revenue Code.

SECTION 3: The Town warrants that the current Health Plans offered are in full compliance with the mandatory sections of c. 32B of the general laws.

SECTION 4: It is agreed should any changes occur in the statutes affecting health and welfare insurance policies, this Agreement will be immediately re-opened by either party for negotiation on this subject; provided, however, that through FY 1997, any change in such subject matter must be by agreement of Local 2038 and of the Town; and further provided that any change in such subject matter to be effective after FY1997 will be subject to the respective legal rights of Local 2038 and of the Town.

SECTION 5: Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the Employer dealing with medical coverage, the Association will be fully informed of any negotiations dealing with coverage that affects its members and may make inquiries and advise the Employer of desires of the employees. Notwithstanding the foregoing, the

Town and Local 2038 agree that through FY1997, any change in such subject matter must be by agreement of Local 2038 and of the Town, and that any change in such subject matter to be effective after FY1997 will be subject to the respective legal rights of Local 2038 and of the Town.

ARTICLE XV
COMPENSATION

SECTION 1: The annual weekly and hourly salaries, effective July 1, 2017 through June 30, 2020, are set forth in Appendix A of this agreement, which is incorporated into and made part of this agreement, and shall reflect the following across-the-board increases to the base pay at the rank of firefighter:

Effective:

- July 1, 2017 2%
- July 1, 2018 2%
- July 1, 2019 2.25%

The salaries paid to the Lieutenants and the Captains are based on the following differentials:

Lieutenant.....	17% above Firefighter
Captain.....	17% above Lieutenant

The Chief may require that all Captains and Lieutenants attend bi-monthly (approximately 2 hours each) "Officers Meetings" at a date selected by him. Reasonable notice (at least 2 Weeks) will be given regarding the scheduling of these meetings, and they will generally begin at 5:00PM. Good-Faith attempts will be made to schedule these meetings throughout the year to ensure that each group will have meetings while they are "On Duty".

Unless an officer is "On-Duty" at the time of the meeting, he/she will not be compensated. No Lieutenant or Captain will be required to attend more than 4 of these meetings on a day when he/she is not "On Duty". If an officer is unable to attend a meeting, he shall notify the Chief or Deputy Chief in advance. In lieu of "Officers Meetings", the Chief may, at his discretion, conduct meetings with the Captain's alone. The same rules governing the full "Officer's Meeting" would apply.

It is expressly agreed that the above-referred increase of the rank differential from 16% to 17%, effective July 1, 2004, was done in recognition of the fact that some of these meetings will be attended at a time when an officer is off-duty and for any additional work that one may be assigned.

The one percent (1%) differential increase constitutes the sole consideration for the employee's off-duty attendance at these meetings, his or her participation in the meetings, and his on-duty performance of any assignment handed out at one or more of these meetings."

SECTION 2:

(a) Each employee who works a full night shift, on a straight time or overtime basis, shall receive a night differential pay for each such shift; provided that where an employee is prevented from fully working said shift because of illness or injury, he shall receive the full night shift differential pay for such night shift. Payment of night shift differential shall be made in the payroll week immediately following the tour in which such night shift work is performed.

(b) For purposes of this Section 2, the night-shift differential weekly entitlement of employees eligible pursuant to this Section shall be nine percent (9%) of a minimum of thirty-eight (38) hours at the firefighter maximum rate for employees in all ranks whether worked or not, paid in each payroll week.

Night shift differential shall be included in the calculation of retirement contributions and benefits.

SECTION 3: Emergency Medical Services Coordinator (EMS). It is agreed to establish the stipend position of EMS Coordinator, with the annual stipend set at \$2,000, which is added to his/her base pay. The proposed duties of the position are included below, and may be revised by mutual consent:

The Town of Danvers and the Danvers Firefighters Association enter jointly in agreement to create an "Emergency Medical Services Coordinator" (EMSC) position for the Danvers Fire Department. This position will be held by a member of the Danvers Firefighters Association chosen by the Chief of the Department following an application and interview process. An annual stipend of \$2,000 will be paid to the EMSC. The stipend will be considered ordinary compensation included in said employee's base pay for the purpose of calculation of overtime, pension, fringe benefits, and all Leave compensation. The duties of the EMSC shall include:

(a) Organize and provide and/or arrange all EMS related training for members of the Danvers Fire Department. The EMSC shall outline, apply for and conduct OEMS approved Continuing Education EMT classes, EMT refresher classes, CPR training classes and any other relevant EMS classes for the department.

- (b) Record and maintain EMS training records for all department members and at the request of the Chief provide the needed documentation for payment of EMT stipends.
- (c) Maintain supply levels of the medical service equipment and with the approval of the Chief order supplies as needed.
- (d) Maintain current Epi-Pen and defibrillator equipment.
- (e) Maintain a current Basic Life Support Affiliation Agreement between the Danvers Fire Department and Northeast Health System.
- (f) Maintain, routinely sanitize and evaluate the need for replacement of medical kits and oxygen bags.
- (g) Act as a liaison between the Town Ambulance provider and the Fire Department Management concerning EMS.
- (h) Act as the Department Infectious Control officer and implement and maintain infectious control standards and policies.
- (i) Attend Essex County Chiefs Association EMS meetings as the Danvers Fire Department representative.

The majority of duties of the EMSC will be performed while on regular duty. Any time the EMSC is required to attend a meeting, training class or teach a class while off duty he/she will be compensated at overtime rate as per current collective bargaining agreement. Any overtime for the EMSC must first be approved by the Fire Chief or his designee.

ARTICLE XVI

INDEMNIFICATION

SECTION 1: Incorporated into and made a part of this Agreement are the provisions of Massachusetts General Laws, Chapter 41, sections 100, 100A, 100B and 100D.

SECTION 2: The Town will hold a firefighter harmless from any liability arising out of the acts of the firefighter while acting as a firefighter, where simple or no negligence be associated with the firefighter's act.

ARTICLE XVII

PAID DETAILS AND FIRE WATCH DUTY

SECTION 1: Employees' detail rate for private/non-Town details shall be \$55.06 effective July 1, 2017, \$56.16 effective July 1, 2018, and \$57.42 effective July 1, 2019. Each year thereafter this rate shall be increased by the negotiated base wage increase, if any. Uniformed members shall be compensated at the agreed upon rate of compensation, with a minimum guarantee of four (4) hours pay, or eight (8) hours after exceeding four (4) hours on each occasion of working a private/non-Town extra paid detail, or fire watch duty. Such members shall be compensated time and one half the agreed upon rate of compensation on each occasion for each hour of working an extra paid detail or fire watch duty in excess of eight (8) hours.

SECTION 2: Only off-duty uniformed members shall work such extra paid details or fire watch duty. Opportunities for such work shall be equitably distributed among off-duty personnel. Rosters shall be maintained for the purpose of insuring equality of distribution.

SECTION 3: The Fire Prevention Officer and one (1) line officer will be designated as the Department's Fire Investigation Unit (FIU). These two designated Investigators will each receive an annual stipend of five hundred (\$500.00) dollars (in addition to any other stipends he may receive) while designated as an Investigator. These stipends shall be considered as part of one's regular or base pay and shall be included in the calculation and retirement contributions and benefits. Additionally, the Investigators may attend up to two (2) days of approved training at the Town's expense, provided any additional training is pre-approved by the Fire Chief without loss of benefit provided by the contract. There will be no "redlining" while the Investigator(s) attend related training, or are testifying in a related litigation proceeding. The members of the FIU Team will respond to investigate fires of unknown origin as determined by the Chief or his designee. They will respond as a Team provided they are both available. Each member will have an equal opportunity to respond to fire investigation scenes.

SECTION 4: A Paid Detail Fund, pursuant to the provisions of M.G.L. c. 44 Section 53c, is established in the amount of \$15,000, which sum is intended, to the extent feasible, to pay employees for paid details worked within the two or three weeks after they have been worked

ARTICLE XVIII

SAFETY

The Employer shall provide and maintain safe equipment for the use of bargaining unit employees.

ARTICLE XIX

FUNERAL AND BURIAL EXPENSES

The Employer shall provide payment of funeral and burial expenses of firefighters pursuant to the terms and conditions set forth in Massachusetts General Laws, Chapter 41, Section 100G.

ARTICLE XX

PROMOTIONS

All permanent promotions within the Department through the rank of Chief shall be made as a result of competitive examination given and granted by the Division of Civil Service.

ARTICLE XXI

EDUCATIONAL INCENTIVE

SECTION 1: After one year's service in the department, unit employees of the Danvers Fire Department shall receive educational incentive payments as are set forth herein to further their education in courses in a fire science program at an approved college level educational institution as follows:

SECTION 1(A): The Employer will reimburse the employee for one half of his necessary books actually purchased in the course. The Employer shall reimburse the employee for full cost of the necessary books purchased for the courses for which credits are earned provided the books are returned, in good condition and not underlined, to the Town of Danvers Fire Department Library. When the required text is in the library it will be loaned to the employee instead of purchase of a new book. Payments owed employees pursuant to this sub-section shall be made by the Employer at the same time as all other Fire Department bills are normally paid monthly, after the employee's submission to the Employer of a receipted bill. Tuition reimbursement shall be 100% for an "A" or "B", 50% for "C", 0% for "D" or lower. Any course(s) for which reimbursement will be requested, requires prior notification (by December 31 for the upcoming fiscal year) to the Chief or his designee.

SECTION 1(B): Ten (10) dollars shall be paid annually up to a maximum of four hundred and fifty (\$450.00) dollars to the employee for each credit earned at the institution(s) attended, but payment, is subject to payment provisions below, shall not be earned or made until fifteen college credits have been earned by the employee.

SECTION 1(C): Upon an employee's obtaining an Associate's Degree in Fire Science, public administration, architecture, structural engineering and other related degree programs approved in writing by the Town Manager, he shall annually receive 3% of the Firefighter-at-top-step base rate.

SECTION 1(D): Upon the employee's obtaining a Bachelor's Degree in Fire Science, public administration, architecture, structural engineering and other related degree programs approved in writing by the Town Manager, he shall annually receive 5% of the Firefighter-at-top-step base rate.

SECTION 1(E): Upon the employee's obtaining a Master's Degree in Fire Science, public administration, architecture, structural engineering and other related degree programs approved in writing by the Town Manager, he shall annually receive 7.25% of the Firefighter-at-top-step base rate.

SECTION 1(F): The payments specified in the above sub-sections (B), (C), (D) and (E) above are subject to the following provisions:

- (1) Proof by certification that the credits in excess of the first fifteen and degree(s) have been so earned;
- (2) Qualifying employees shall notify on or before November 1, in writing, the Chief of the Fire Department of all credits earned or to be earned during such year in the Fall and/or Spring school sessions and the Town shall pay in accordance with the terms of this Article upon proof by certification no later than September of the following fiscal year;
- (3) That payments made in Subsection (B) shall continue for seven years and shall not be paid thereafter; the payments earned in sub-sections (C), (D) and (E) shall be paid to the employee for the duration of his or her employment.
- (4) Credits earned in such a fire science program prior to the present employee's service as a unit member with the Employer shall be compensated subject to all the terms of this Article, provided the credits earned were earned within the past four years; however, eligibility for payment shall also expire each June 30th for any course completed more than five years prior to that date.

SECTION 2: Employees who have received educational incentive payments for an approved Associates Degree, Bachelor's Degree, and/or Master's Degree, may be assigned, while on duty, assignments related to the degree skills and education acquired. Compensation under this section (Sections 1, 1B, 1C, 1D and 1E) shall be paid to eligible employee(s) in a lump sum payment on the last regularly-scheduled payday in December of each year. A written notice of eligible employees shall be posted 30 days prior to the payment date.

SECTION 3: Employees who, at any time, have completed the Emergency Medical Technician Training course work and who have also received certification from the Massachusetts Department for Certification of Emergency Medical Training, or the National Registry, shall receive 4.75% of the base rate paid to Firefighter-at-top-step. The EMT stipend amount attributable to that year, while not becoming part of one's base pay, for purposes of calculating successor year's negotiated wage increases, nor overtime and fringe benefits, will nonetheless be included in the calculation of pension contributions only.

Employees shall have an equal opportunity to pursue Emergency Medical Training Course work and certification. Compensation under this section (Section 3) shall be paid to eligible employee(s) in a lump sum payment on the last regularly-scheduled payday in July of each year. A written notice of eligible employees shall be posted thirty (30) days prior to the payment date.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

SECTION 1: Bulletin Board: Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement may use the bulletin boards for notices of routine nature.

SECTION 2: Should any provisions of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefit, as set forth in the Rules and Regulation of the Danvers Fire Department but not specifically covered by this Agreement, shall remain in full force and effect.

SECTION 3: The Association agrees not to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by employees in the bargaining units.

SECTION 4: The Employer shall maintain a reporting system that will enable the department head's office to respond fully and completely with up to date information as to the sick leave and other leave balances of an employee upon the request of any employee. The Employer's accounting office also shall fully and completely respond to any reasonable request for more detailed information concerning such employee records.

SECTION 5: Should the Fire Chief or his authorized designee assign a replacement who is working out of grade, such replacement, if he is assigned to replace an employee of higher rank, shall receive the bottom step rate of pay for the rank in which he worked, but, in no case, shall an employee receive less than his standard rate of pay.

SECTION 6: The Employer acknowledges responsibility for exercising authority to prohibit unauthorized persons from riding on, or operating fire apparatus, using fire fighting tools and equipment or entering on to premises during fire fighting or over-hauling operations. Authorized persons would normally include, but would not be limited to departmental employees, police officers, call firefighters, certain Town of Danvers officials, utility workmen involved with water and power services, ambulance and medical aid personnel and property owners or their agents.

SECTION 7: The life insurance benefit for each employee shall be \$5,000.00.

SECTION 8: Jury Duty – Should an employee be required, while on duty, to sit as a juror, the Town agrees to make up the difference in the employee's wages between the normal week's pay and the compensation received for actual time sitting as a juror or required to be away from his duty station due to juror obligations. The employee must report back to work, if scheduled to be on duty, when not so obligated for the remainder of any shift. Such compensation shall not be charged to personal day, vacation, or any other leave benefit of the employee.

SECTION 9: If management determines, through the means used in the past practice, that there is not sufficient manpower for a shift, it may holdover employees from the prior shift on a rotating basis using inverse order of seniority.

SECTION 10: An employee who is required by the Town or is otherwise required to attend the Massachusetts Firefighting Academy in Stow, Massachusetts, shall receive compensation for such as follows:

The employee who attends the Academy shall usually be trained at the Academy, Monday through Friday, and shall generally work a ten (10) hour day including travel time to and from the Academy.

Compensation will be based on his/her forty-two (42) hour work week and he/she shall be paid forty-two (42) hours at straight time and eight (8) hours at time and one-half.

If the employee is required to use to sick, funeral, or personal day while attending the recruit training course, he/she shall be charged with the appropriate leave for that day and the Town shall deduct two (2) hours overtime for that day that he/she was not attending the Academy. If during the period of Academy attendance, a holiday is celebrated on a work day and there is no class(es), but the class(es) is made up on another day, including a week-end day, the employee will receive his/her regular holiday pay for the holiday and will be granted compensatory time off at one and one-half (1 ½) times the hours worked. Such time is to be taken at a future day within the calendar year and shall not be taken when a hire-back or hold-over shall be required because of the employee's absence.

The employee who drives his personal car to the Academy shall be reimbursed for use of his/her motor vehicle at the established Town mileage rate, provided he/she is not receiving compensation from others when he/she may be driving to the Academy.

SECTION 11: The Town will pay an annual stipend of \$300 to each member of the bargaining unit, up to a maximum of eight (8) persons, who volunteers to serve, and does so serve, for an entire fiscal year as a Child Safety Seat Specialist. This stipend will be paid in a lump sum in the first pay period of June of the fiscal year in which it was earned. In the event that more than eight people volunteer for these positions, it is agreed that the Chief reserves the right to choose those eight persons who he believes, in his sole discretion, are best suited for these positions. An employee who is among the designated persons receiving the car seat stipend, shall upon his or her biannual renewal of the licensure required to install car seats be reimbursed for that expense upon presentation of documentation of payment.

SECTION 12: Effective July 1, 2017, the Town will add four (4) additional Lieutenant positions. The promotions to Lieutenant will come from within the current Firefighter staffing levels. Those Firefighter positions will not be backfilled and the promotions will not change the total number of employees in the Fire Department.

ARTICLE XXIII

PHYSICAL EXAMINATION

In the event the Chief of the Fire Department has evidence than an employee in the Fire Department is unable to continue to perform his regularly assigned duties, for physical or mental reasons, he may require the individual employee to undergo a physical examination. The employee

shall select the physician and undergo the examination within a reasonable period of time. A report from the physician to the Fire Chief shall indicate whether or not, in his/her opinion, the employee is capable of performing his duties. The entire cost shall be paid by the Employer. If the employee is placed on Administrative Leave, the employee has 14 days to be evaluated by a doctor of his/her choosing. If the employee does not do so within 14 days, the Town may choose to send the employee to a Town designated physician for an evaluation.

ARTICLE XXIV

LONGEVITY

SECTION 1: Longevity: The Town will provide for the annual payment of longevity increases to employees pursuant to the following schedule:

Ten (10) through Fourteen (14) Years	0.63%
Fifteen (15) through Nineteen (19)	0.86%
Twenty (20) through Twenty-Four (24)	1.1%
Twenty-Five (25) through Twenty-Nine (29)	2.0%
Thirty (30) Years or more	2.6%

The foregoing percentage longevity benefits for all bargaining unit employees shall be applied to the Firefighter rank maximum annual salary and shall be included in the calculation of retirement contributions and benefits. Employees shall be paid their annual longevity increments on the last regularly-scheduled pay day in November of each year. A notice of eligible employees shall be posted thirty (30) days prior to the payment date.

SECTION 2: Sick Leave Incentive: Employees having one (1) or more years of service shall be eligible for sick leave incentive pay provided the employee has satisfied the following entitlement criteria during the twelve (12) month calendar period from November 1 of any given year through October 31 of the succeeding year:

<u>Entitlement Criteria</u>	<u>Annual Increment</u>
Used less than one (1) day of sick leave	\$450.00
Used less than two (2) days of sick leave	\$425.00
Used less than three (3) days of sick leave	\$375.00
Used less than four (4) days of sick leave	\$350.00

In each November, the applicable preceding twelve (12) month period will be utilized to determine employee eligibility, and payment will be made to eligible employees on the last pay day in that November. A written notice of eligible employees shall be posted thirty (30) days prior to the payment date.

ARTICLE XXV

SAVINGS CLAUSE

Provided that they are mandatory subjects of collective bargaining, all benefits, conditions and practices enjoyed by employees and not specifically covered by this Agreement shall be maintained for the duration of this Agreement.

ARTICLE XXVI

RESIGNATION

Employee(e) shall provide four (4) weeks written notice of his/her intent to resign. The employee shall be entitled to use one (1) of the four (4) weeks to take approved benefits for which he/she is entitled. The Town may in its discretion reduce or waive the notice requirement of four (4) weeks written notice.

ARTICLE XXVII

EARNED TIME

Effective upon the mutual ratification of this agreement, an “earned time” protocol shall be implemented under the following conditions: For purposes of accessing “earned time” the Town will be operating under the 28 day, two hundred twelve (212) hour work cycle. The first work cycle shall start on the first Sunday following mutual ratification of this MOA. An employee may designate that the first additional full shift (ten-hour day, fourteen-hour night, or in the case of a “support function” the length of the first shift in the support function) he or she works (beyond his/her regular Group work schedule) in the twenty-eight day work cycle as “earned time.” The administration should be notified of the employee’s choice by 8:00 A.M. on the Sunday immediately following the shift on which the first additional shift was worked. Should an employee choose “earned time” it will only accrue at “straight time” (regular pay without any differentials such as night/weekend, etc.) Employees may only choose to accrue “earned time” for full (10 hour day or 14 hour night) additional shifts worked. In addition, Employees working in a support function may accrue less than Ten (10) hour days or Fourteen (14) hour nights. “Earned time” may only be taken in blocks of four (4) hours or more.

An employee may opt, by written notice to the administration by December 1st, to carry forward a total of up to 40 hours of earned time from one calendar year into the next. Any remaining unused “earned time” (beyond that being carried forward) which remains at the end of a calendar year will be paid out as overtime, at one and one-half times the employee’s rate of pay. Said payment will be made not later than the last pay period of January. The provisions of this Article are not intended to interpret or apply to any other terms or provisions of this collective bargaining agreement

ARTICLE XXVIII
DRUG AND ALCOHOL TESTING POLICY

INTRODUCTION

To insure a safe, healthy and productive work environment, to protect the health and welfare of the citizens of Danvers, the parties to this collective bargaining Agreement have adopted this policy to address any drug and/or alcohol abuse by members of the bargaining unit. These procedures provide the Department with reasonable measures to ensure drug and/or alcohol use does not jeopardize the public or the Department’s ability to serve its citizens. It is the general intent of this policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug and alcohol testing, which will be part of this program, is intended in part as a means of identifying those who need help.

The method of implementing this program shall be: RANDOM testing of employees and where facts are sufficient to constitute REASONABLE SUSPICION of controlled substances or alcohol abuse as further described under the REASONABLE SUSPICION portion of this policy.

PROHIBITED BEHAVIOR

Drugs: An employee covered by this policy shall not report for duty or remain on duty when he/she uses any drugs, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee’s ability to safely perform his/her duties as a firefighter. The prohibited drugs are the following substances or derivatives thereof (herein “Drugs”):

Amphetamines
Cocaine

Marijuana
Opiates

Phencyclidine

Alcohol: This policy also prohibits the misuse of alcohol from any source during the required hours of compliance defined herein. Misuse is defined as having an alcohol concentration of 0.04 or greater (herein “positive for Alcohol”). Alcohol concentration (or breath alcohol concentration) means the amount of alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be equivalent to the percent of “blood alcohol concentration” commonly used in “driving while intoxicated” situations. Herein, alcohol concentration (or BAC or Breath Alcohol Concentration) is defined as grams of alcohol per 210 liters of breath. Herein, BAC will be used to define “alcohol concentration”.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl and isopropyl alcohol.

REQUIRED HOURS OF COMPLIANCE

The required hours of compliance for prohibited behavior (as defined above) relating to drug and/or alcohol use are as listed below:

Drugs: A firefighter is prohibited from the use of the defined drugs at any time on or off duty.

Alcohol: A firefighter must not consume alcohol within four (4) hours prior to being scheduled to perform firefighter-related duties.

CIRCUMSTANCES FOR DRUG AND/OR ALCOHOL TESTING

Firefighters will be required to submit to approved drug and alcohol tests in the circumstances listed below:

Random: Members of the bargaining unit are subject at any time to random drug and/or alcohol testing while on duty. When notified, firefighters will proceed immediately to the collection site. Random selection shall be by a system to be agreed to by the local in which selection is made by a neutral or blind criteria in which the identity of the firefighters is not known as part of the selection process. No member of the bargaining unit will be randomly selected more than 2 times in a period of twelve (12) months. Further:

- Members of the bargaining unit will be part of the larger DOT pool of persons drawn for testing.
- A maximum of 35% of the members of the bargaining unit would be tested in any given year.
- Each test, whether alcohol or drug, counts as one test. If both tests are given at once, it counts as two tests.

Reasonable Suspicion: If the Department has reasonable suspicion to believe that a member of the local is impaired while on duty by drug use and/or alcohol misuse, the Fire Chief, or in his absence, the Acting Fire Chief, may require the firefighter to submit to immediate drug and/or alcohol testing based upon the “Reasonable Suspicion” definition listed below. The Department must put the entire basis for this reasonable suspicion, including the identity of each person relied upon, in writing and give a copy to the local and the firefighter prior to the test.

Reasonable Suspicion Definition: Reasonable Suspicion is a belief, based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs or alcohol, so that the employee’s ability to perform his/her duties is impaired. Reasonable Suspicion shall be based on information of objective facts obtained by the Department and the rational inferences which may be drawn by those facts. The credibility of the sources of information, the reliability of the facts or information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of Reasonable Suspicion. Such determination shall be made by the Fire Chief or in his absence, the Acting Fire Chief, in each instance. Notwithstanding the foregoing, the determination of Reasonable Suspicion shall comport with Constitutional guarantees and limits.

In circumstances where the facts are sufficient to constitute a Reasonable Suspicion that an employee is a user of certain non-prescription controlled substances, or misusing alcohol, the Fire Chief shall have the right to require that employees submit without delay to a urinalysis test or evidential breath test.

Review Committee: A Review Committee shall be established to be composed of a member selected by the Fire Chief, one by the local and a third member selected by the first two. The reviews of the Chief’s directive must be completed within twenty-four (24) hours. The review shall be an informal process with the purpose of determining whether the Fire Chief had reasonable suspicion to order the drug and/or alcohol test. The firefighter, however, must submit the test sample prior to the Review Committee’s determination. The firefighter shall have the right to submit any relevant

information to the Review Committee, including the results of any independent blood or alcohol test, the observations of any individual as to the items listed as giving reasonable suspicion and any other information relevant to reasonable suspicion.

Post-Accident: After involvement in an automobile accident while on duty, a firefighter will be subject to post-accident drug and alcohol testing if any **one** of the following conditions is met:

- The vehicle operated by the employee was in motion and there is \$5,000 or more damage to any vehicle involved in the accident and the employee was found at fault by the OIC or investigating officer.
- Any person injured in the accident is transported from the scene by ambulance or is seeking medical attention and the employee was found at fault by the OIC or investigating officer.

Return to Duty: A return-to-duty drug and/or alcohol test is required after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, when an employee tests positive in a drug and alcohol testing program, before that firefighter is allowed to perform his regular duties. To pass, an alcohol test must have a result of less than 0.02 alcohol concentration, and a drug test must be a verified negative test result. Without a successful test result, that individual is not medically qualified to continue to perform work-related functions.

Follow-Up: Upon resumption of firefighter-related duties following a positive drug and/or alcohol test, an individual will be selected for additional, unannounced, tests for a follow-up period recommended by the SAP, but not to exceed three (3) years, with no more than three (3) tests per year. Tests may be for both drugs and alcohol independent of the type of test with a positive result.

TESTING PROCESS INTEGRITY

Drugs: The actual drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services. Vendors utilized in connection with drug testing will comply with all Department of Transportation regulations intended to insure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are various testing result thresholds of the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

Initial Test Cutoff Levels (ng/ml)

Marijuana metabolic (Carboxy-THC)	100	Amphetamines: Amphetamine	1,000
Cocaine metabolic (Benzoylecgonine)	300	Methamphetamine	1,000
Opiates: Morphine	300		
Codeine	300		
Phencyclidine	25		

Confirmation Test Cutoff Levels ng/ml)

Marijuana metabolic (Carboxy-THC)	15	Phencyclidine	25
Cocaine metabolic (Benzoylecgonine)	150	Amphetamines: Amphetamine	500
Opiates: Morphine	300	Methamphetamine	500
Codeine	300		

The initial test shall use immunoassay screen (i.e., “EMIT”) which meets the requirements of the Food and Drug Administration for commercial distribution. A urine sample which is defined as positive on an initial test will be confirmed using gas chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO. The testing service will send known specimens to the laboratories used in a “blind specimen” program to periodically test the integrity of the laboratory. Results of these tests will be provided to the employee upon request. These blind specimens are both known positives and known negatives. Individuals tested will be in direct visual contact with their specimen until the collective process is complete. There will be tamper-proof seals on the collection containers, coded by the donor, and the specimens will be sealed in tamper-proof containers with chain of custody paperwork. There will be a rigorous “chain of custody” process that directly follows a specimen from initial collection through final testing. If there are irregularities in this process, the test is declared a “broken chain of custody”, and it is cancelled. All individuals who are tested will be identified via picture identification or by authorized Department personnel to assure that the individuals tested are the correct individuals. Employee numbers will be used to track the identification process.

Alcohol: Tests will be performed by a qualified private company. An initial alcohol screening test will measure the BAC of the employee at the time of the test. A second test on the evidential testing device will be required to reconfirm the initial result before it is a final test result. Before the confirmation test is completed, a 15 to 20 minute wait period will be required to reduce the impact of mouth alcohol. The confirming testing process will only be performed on evidential breath testing equipment utilizing air blanks to assure that ambient conditions are not negatively affecting the testing process. In addition, the alcohol breath testing equipment will be periodically checked and calibrated with samples containing known alcohol concentrations.

COLLECTION PROCEDURES

Upon notification, the employee will be accompanied by a procedures officer assigned to supervise and be responsible for proper conduct and uniform procedures of urine sampling and alcohol confirmation testing. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to insure privacy throughout the sampling and testing process. Certain situations may require that a specimen be discarded, and a new collection may be initiated. During the collection process, individuals may only consume fluids in permitted quantities.

REFUSAL TO SUBMIT

“Refusal to Submit” is prohibited. Behavior that constitutes “Refusal to Submit” includes:

- Direct refusal to take a drug or alcohol test.
- Failure to provide sufficient quantities of urine within the policy’s time limit or the failure to provide sufficient quantities of breath or other fluids without a valid medical explanation.
- Tampering with or attempting to adulterate the specimen
- Engaging in conduct that obstructs the testing process.
- Not reporting directly to the collection site after notification.

A “Refusal to Submit” shall be considered equivalent to a positive test result for that test.

OPPORTUNITIES FOR RE-TESTS

Drugs: If an employee has a positive drug test result after the Medical Review Officer (MRO) review, the employee will have the option to have the split specimen re-tested at any DHHS certified laboratory of his/her choice. The option cannot be selected after 72 hours from the time of notification by the MRO unless there is significant reason acceptable to the MRO why the individual was delayed, such as an injury. If this option is selected, the employee must verbally notify the Town's laboratory or the MRO for the request of the re-test and send a written notification to the laboratory with a statement that the employee will accept any other DHHS certified laboratory, or specified DHHS certified laboratory, name, location, address and telephone number if selected. The employee must provide a copy of this request to the Town's drug and alcohol program manager. The Town will be responsible for payment of the split sample test should such test be negative. A positive result will be paid by the employee.

Alcohol: There will be no option available for an alcohol split specimen collection, and therefore, there will be no opportunity for an alcohol re-test.

TESTING PROCEDURES

Drugs: This program will utilize the MRO, a licensed physician who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed positive test result, together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen. Before determining that an initial positive test result is a "FINAL" positive, a canceled test, or a negative test result, the MRO shall review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication and will give an individual an opportunity to discuss the test results. No test result caused solely by a prescribed or "over the counter" medication shall be deemed positive.

The MRO shall conduct the interview (either in person or via telephone) with the employee and shall determine if a prescribed medication is applicable. The MRO shall verify the prescription with the treating physician, if indicated, before the Town is notified of a positive test result.

It is the employee's responsibility to contact the MRO within 24 hours upon receiving a message from the MRO to return a telephone call. Failure of the firefighter to contact the MRO within

this time frame will result in a FINAL determination of the result of the presumed positive drug test without input from the firefighter. If the employee is incapacitated for any reason and is unable to contact the MRO within the required time frame, the MRO may extend the twenty-four-hour time frame described above.

Alcohol: Alcohol testing will be performed utilizing approved testing equipment and techniques. Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training on required collection and testing procedures and on the proper operation of equipment and approved alcohol testing procedures. Alcohol testing will be performed by a qualified private company.

There will be two types of breath tests administered:

Initial Screening Test: This test will be administered using an authorized alcohol testing device by approved collection personnel. Any result less than 0.04 BAC will be considered a negative test and no further screening will be conducted and no entry made into the personnel records. If the initial screening test is 0.04 BAC or greater, an alcohol confirmation test will be conducted.

Confirmation Test: If the initial screening test is 0.04 or greater, a confirmation test will be performed by a BAT on an Evidential Breath Testing (EBT) device following a specified procedure after a specified waiting period. The EBT will have the capability of printing out the evidential test result.

CONSEQUENCES FOR USE OF DRUGS AND MISUSE OF ALCOHOL

Drugs: In the event of a first positive drug test result (or a refusal to submit as defined in this Policy), the employee will have the following consequences:

1. Be placed on vacation, sick or personal leave to the extent such leave is available, and management may impose a five (5) day suspension.
2. Be referred to a Substance Abuse Professional (SAP). The Town will be responsible for the cost of the SAP services to determine if the firefighter needs help in dealing with a drug test result, follow-up test monitoring and additional required services after completion of a treatment program, if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the Town.
3. Be required to complete prescribed treatment defined by the SAP, if any. If the firefighter fails to complete the required treatment, the Town reserves the right to impose disciplinary action,

up to and including dismissal, subject, however, to provisions of M.G.L. c31, Sections 41-45 and of this Agreement.

4. Be required to pass a return-to-duty test before duties are resumed. The Town will pay for the return-to-duty test.
5. Be placed on a follow-up testing program until completed. The cost of all follow-up tests will be at the expense of the Town. This follow-up testing program shall not exceed three (3) years, with no more than three (3) tests per year.

In the event of a second positive drug test result within five (5) years of a previous positive result, the employee will be medically unqualified to perform his/her job responsibilities. The Town reserves the right to impose disciplinary action up to and including dismissal, subject, however, to the provisions of M.G.L. c31, Sections 41-45, and of this Agreement.

Alcohol: in the event of a first positive alcohol test result (BAC of 0.04 or greater or a refusal to submit as defined in this Policy), the firefighter will have the following consequences:

1. Employee is issued a written warning for first offense and placed on vacation, sick or personal leave to the extent such leave is available. Employee will be referred to a Substance Abuse Professional (SAP). The Town will be responsible for the cost of the SAP services to determine if the firefighter needs help in dealing with an alcohol test result, follow-up test monitoring and additional required services after completion of a treatment program, if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the Town.
2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to determine if the firefighter needs help in dealing with a drug or alcohol test result, follow-up test monitoring and additional required services after completion of a treatment program if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the Town.
3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual fails to complete the required treatment, the Town reserves the right to impose disciplinary action, up to and including dismissal, subject, however, to the provisions of M.G.L. c31, Sections 41-45, and of this Agreement.
4. Be required to pass a return-to-duty test (or tests, if both a drug and alcohol test is required by the SAP) before duties are resumed. The Town will pay for the return-to-duty test.

5. Be placed in a follow-up testing program until completed. The cost of the follow-up test(s) will be at the expense of the Town. The follow-up testing program shall not exceed three (3) years, with no more than three (3) tests per year.

In the event of a second positive alcohol test result within five (5) years (BAC of 0.04 or greater or a refusal to submit as defined in this Policy), the employee will have the following consequences:

1. Be placed on vacation, sick or personal leave, to the extent such leave is available, and management may impose a five (5) day suspension.
2. Be referred to a SAP. The Town will be responsible for the expense of the SAP services to determine if the employee needs help in dealing with an alcohol test result, follow-up test monitoring and additional required services after completion of a treatment program, if any. If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the Town.
3. Be required to complete prescribed treatment defined by the SAP, if any. If the individual fails to complete the required treatment, the Town reserves the right to impose disciplinary action, up to and including dismissal, subject, however, to the provisions of M.G.L. c31, Sections 41-45, and of this Agreement.
4. Be required to pass a return-to-duty test before duties are resumed. The Town will pay for the return-to-duty test.
5. Be placed in a follow-up testing program until completed. The costs of all follow-up testing will be at the expense of the Town. The follow-up testing program shall not exceed three (3) years, with no more than three (3) tests per year.
6. Be required to complete prescribed treatment defined by the SAP, if any. If the individual fails to complete the required treatment, the Town reserves the right to impose disciplinary action, up to and including dismissal, subject, however, to the provisions of M.G.L. c31, Sections 41-45, and of this Agreement.

Employee Rights: An employee's refusal to be drug tested on a reasonable suspicion basis may subject him/her to disciplinary action by the Town, up to and including dismissal, subject, however, to provisions of M.G.L. c31, Sections 41-45, and this Agreement, permitting an employee to elect arbitration of such disciplinary action.

Confirmation of the presence of one of the specific drugs, if non-prescription, as provided above, in an employee's urine sample, after first occasion of drug testing and successful counseling, treatment

and rehabilitation, may, as with his refusal to be drug tested or his refusal to fully participate in, and successfully complete, said program(s), set in motion the operation of M.G.L. c31, Sections 41-45, as aforesaid, and employee election to arbitrate any disciplinary action resulting therefrom. Said Sections 41-45 protect and provide the legal rights to a full Town hearing and a subsequent de novo Civil Service Commission hearing, or arbitration, at all of which the Town has the burden of proving the charges against the employee. The Town shall bear the burden of proving the presence of such non-prescription drugs or alcohol.

TRAINING

The Town will provide a minimum of two (2) hours training for supervisors on alcohol misuse and controlled substances use, including what constitutes reasonable suspicion. Training will also be provided to employees on the Town Policy, testing procedures and the integrity of the testing process which safeguards the validity of test results prior to this policy going into effect.

RECORDS

All drug and alcohol testing and medical records and information will be kept in a confidential file and maintained by the MRO. Each member of the local shall have the right to have a copy of his/her drug and/or alcohol test results upon written request.

Any test result upon “reasonable suspicion” will be discarded if it is later determined that reasonable suspicion did not exist. The results of the test cannot be used to establish reasonable suspicion. If the firefighter tests negative for drugs or alcohol, the firefighter will be compensated for any regularly-scheduled hours of work he/she would have worked during this period.

A failure to follow any procedures set forth in this policy shall also render any test invalid and cause it to be discarded. A discarded or invalid test will be a nullity and have no effect on the firefighter. It may not be used for any purpose, including discipline or further testing, and no record of it shall be kept.

If a test is invalidated for any reason, the firefighter shall be compensated for all regularly-scheduled hours. Any sick leave or vacation leave shall be credited back to the firefighter.

The parties to this Agreement will, at the end of the first year, agree to review the testing procedures to identify and correct any deficiencies that might exist.

ARTICLE XXXIX

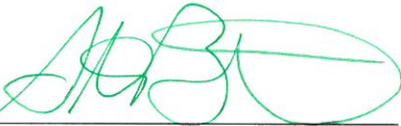
DURATION

SECTION 1: This contract shall be effective on July 1, 2017 unless otherwise specified and shall continue through June 30, 2020. Either party intending to modify the agreement shall give notice of such intent no less than one hundred and twenty (120) days prior to June 30, 2020. Upon such notice, the parties will commence negotiations, and if no new agreement is executed by June 30, 2020, this contract shall remain in full force and effect until a new agreement is executed. All new or increased benefits of an economic nature unless otherwise specified shall be effective the nearest Sunday to July 1, of each fiscal year.

SECTION 2: The agreement executed on April 8, 1994 between the Association and the Employer regarding the establishment of the bargaining unit position of Training Officer is incorporated into and is made a part of this Agreement.

TOWN OF DANVERS

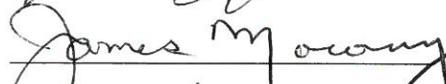
LOCAL 2038, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO, CLC.

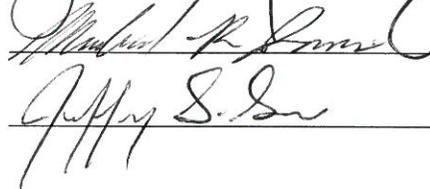
By: 

Steve Bartha
Town Manager

By: 







Dated: _____

Approved as to Form Only:

Town Counsel

Date: May 30, 2017