

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**TOWN OF DEDHAM**

**and**

**DEDHAM FIREFIGHTERS' ASSOCIATION  
LOCAL 1735 I.A.F.F.**

**July 1, 2021 through June 30, 2024**

## AGREEMENT

This Agreement is made and entered into between the Town of Dedham, hereinafter called the Town, acting by and through its Board of Selectmen, and the Dedham Firefighters Association, Local 1735, I.A.F.F., hereinafter called Local 1735, under the provisions of Chapter 150E of the General Laws of the Commonwealth, Chapter 1078 of the Acts of 1973, and this Agreement on the part of the Town is subject to ratification by Town Meeting where applicable.

## PREAMBLE

WHEREAS Chapter 150E of the General Laws, Chapter 1078 of the Acts of 1973, grants to employees of the Town the right to bargain collectively with the Town through representatives of their own choice; and

WHEREAS both parties to this Agreement desire to establish a state of amicable understanding, cooperation, and harmony;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

## ARTICLE I RECOGNITION

Section 1. The Town recognizes Local 1735 as the sole and exclusive bargaining agent for all uniformed employees of the Dedham Fire Department covered by this Agreement. The rights of the Town of Dedham and employees of the Fire Department shall be recognized and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. The Town agrees not to make any individual or collective agreements with any employee covered under Article I of this Agreement which is contrary to this Agreement.

## ARTICLE II MANAGEMENT RIGHTS

Section 1. The management of the Dedham Fire Department and the direction of the working force shall rest solely with the Fire Chief, but not inconsistent with the provisions of this Agreement. In compliance with Section 42 of Chapter 48, the Chief of the Fire Department shall be in complete charge of all administrative phases and functions of that Department including assignment of employees to duties, necessity for and distribution of overtime duties, the assignment of vacations and all other administrative duties for which he is directly responsible. The duties of the Firefighter are to assist in the extinguishing of all types of fires in the Town of Dedham; to assist in the drilling and training program with all the firefighting apparatus and firefighting equipment provided by the Town within their ability, but not to include any extended or heavy repair work on motors or pumps; to assist in the maintenance of buildings which are under Fire Department jurisdiction; and to perform all other related duties as may be directed by the Chief, or his subordinate, to whom he has

delegated such authority.

Section 2. The Local agrees to do everything within its power to enforce its rules and regulations, and, through advice, instruction and example to maintain the highest standard of performance. The Local agrees to take necessary measures where justified complaints are made by the Town against any employee or employees.

Section 3. All new employees will attend the Massachusetts Fire Academy or its equivalent at the first available opening subsequent to employment.

Section 4. All newly appointed fire officers shall attend the Massachusetts Fire Academy fire officer's skills development program or a similar such training program at the first available opening subsequent to promotion.

### ARTICLE III UNION SECURITY

The Town agrees not to discharge, or discriminate against in any way, employees covered by this Agreement on account of union membership or lawful union activities.

### ARTICLE IV UNION BUSINESS LEAVE

Section 1. Subject to the approval of the Chief of the Fire Department, not more than two (2) on-duty persons may be granted leave from duty at any one given time with no loss of pay or benefits for all meetings between the Town and the Local for the purpose of negotiating the terms of a contract, when such meeting takes place at a time when such member (or members) is scheduled to be on duty.

Section 2. Such officers of the Local as may be elected or designated as Delegates to represent the Local at the Convention of the I.A.F.F. and of the Professional Firefighters of Massachusetts (PFFM) and at meetings of the latter, may be granted reasonable time off from duty with no loss of pay or benefits, provided that the total departmental man-days involved shall not exceed fourteen (14) in any one calendar year, and that not more than one (1) on-duty man/woman will be permitted off at any given time for meetings of the P.F.F.M. and not more than two (2) on-duty men/women will be permitted time off at any one given time for Conventions of the I.A.F.F. or P.F.F.M.

### ARTICLE V DUES AND DEDUCTIONS

The Town shall deduct union dues and/or assessments upon receipt of authorization from members of the Local who shall sign deduction form cards to be supplied by the Local. Such deductions shall be payable to the Local each month following the month of deduction. This section is contingent upon the Town having the proper machinery to implement the above deductions.

**ARTICLE VI**  
**WORK WEEK**

Section 1: The regular work week for all employees covered by this Agreement shall average forty-two (42) hours. The regular work day for all employees except the Fire Prevention Captain for a "day" tour of duty shall be ten (10) hours and the regular day for all employees except the Fire Prevention Captain for a "night" tour of duty shall be fourteen (14) hours. "Work week" is defined as two (2) twenty four hour shifts consisting of a ten (10) hour day and a fourteen (14) hour night.

Section 2: The Fire Inspector position shall be a permanent full-time appointment. No "acting member" shall be assigned to this position. The Fire Inspector shall work a 40 hour work week which shall be defined as five (5) eight (8) hour days or four (4) ten (10) hour days, excluding Saturday and Sunday. All work days shall commence no earlier than 6:00 am and conclude no earlier than 3:00 pm. Once agreed upon, the five (5) day work week or the four (4) day work week, will remain in place until otherwise approved by the Chief of Department.

**ARTICLE VII**  
**SUBSTITUTIONS**

Uniformed members of the Fire Department shall be permitted, on approval of the Chief of the Department, to substitute or exchange time with members of equal rank and equal qualifications within the Department. Such substitution shall be permitted only for good cause and shall be consistent with the requirement of the Department to maintain an effective work force at all times.

**ARTICLE VIII**  
**OVERTIME**

Section 1. Whenever an officer or member of the Fire Department is held over on duty beyond his/her regularly scheduled tour of duty, he/she shall be compensated at the rate of one and one-half (1-1/2) times his regular hourly rate. There will be a two (2) hour minimum for holdovers.

Section 2. Employees called back to duty for purposes of mutual aid shall be paid a minimum of four (4) hours' overtime. Employees called back to duty for purposes other than mutual aid shall be paid a minimum of two (2) hours' overtime. Call back shall be initiated by the Chief or his designee. Overtime shall be one and one-half (1-1/2) times the regular hourly rate.

Section 3. The Department will make reasonable efforts to equalize overtime opportunities.

Section 4. Where extra paid details are to be paid for by an outside individual, group, corporation or organization, no assignment shall be made until the person or organization requesting same has agreed to pay the following rate: Minimum of four (4) hours at a rate of \$46.00 per hour for all regular details, with a minimum of four (4) hours at a rate of \$46.00 per hour. Additionally, the fire fighter shall be paid for the additional time worked beyond the initial four hours in a four-hour block for a total of eight hours for that detail. After working the initial eight hours of the detail, all

additional time worked on that detail shall be compensated in minimum two-hour block(s), and paid at time and one-half the detail rate.

Effective November 13, 2022, in the event an amount higher than \$60.60 is negotiated with the Dedham Police Unit(s) for non-alcohol establishment details, said amount will be provided for in this agreement. It is also understood that any increase in the detail rate beyond the \$60.60 amount will not apply to any Town requested detail.

Section 5: Any member belonging to a regional area emergency response team shall be paid a minimum of four (4) hours overtime when requested to respond to an incident while off duty.

**ARTICLE IX**  
**PAID HOLIDAYS**

Section 1. The following holidays shall be paid to all employees covered by this Agreement:

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

Section 2. Holiday pay shall be one-fourth (1/4) of the employee's weekly salary and shall be paid to each employee above his weekly salary.

Section 3. Any employee who works their entire tour of duty (24 Hours) between 8:00 A.M. December 24 and 7:59 A.M. December 26 will receive 10 hours of overtime pay.

**ARTICLE X**  
**VACATIONS AND PERSONAL LEAVE**

Section 1. The following annual vacations with pay will be granted to regular full-time members of the Fire Department after the following periods of continuous full-time employment with the Town:

After thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June in the vacation year, two (2) weeks;

After five (5) years of continuous regular full-time employment, three (3) weeks;

After ten (10) years of continuous regular full-time employment, four (4) weeks;

After twenty (20) years of continuous regular full-time employment, five (5) weeks.

Individuals hired during the year, or those returning from non-accrued eligible leave, *except for probationary employees, who shall accrue no vacation time during their probationary period*, will be allowed to take vacation leave during the vacation year pro-rated upon the number of months worked in the preceding year; that is for every month worked from July to June the employee is eligible for one twelfth of the full year's accrual allotment. The employee must return on or before the fifteenth of the month for that month to be considered in the "months worked".

Every regular full-time Employee will, in addition to his/her annual vacation allotment, receive one (1) additional vacation shift after the first five years of continuous employment with the Fire Department and in addition, each such Employee will be eligible to receive one (1) additional vacation shift for each successive five-year period that he/she is employed by the Fire Department; up to an annual maximum of five (5) vacation shifts, as longevity shifts.

Section 2. Dependent on the operating needs of the Department, vacation time will be available from July 1 to June 30 of each year and may not extend into the following year, except that up to but no more than two (2) weeks of accrued vacation leave may be carried into the next vacation year subject to staffing needs and the approval of the Chief. Vacation will be chosen on a seniority basis. The Chief of the Fire Department will make every effort to schedule a two-week summer vacation from May 15 to September 30 for any employee desiring such a vacation at that time.

Section 3. The unused vacation to which a Firefighter is entitled at the time of his death shall be paid to his widow or beneficiary.

Section 4. The Town shall continue to follow its past practice of scheduling each Firefighter's vacation so that each vacation period of one week or greater duration shall commence after the completion of the hiatus following the second night of the previous work week as defined in Article V.

Section 5. Dependent on the operating needs of the Department, earned vacation may be taken throughout the year on a single-day or multi-day basis. One week of vacation may be taken in ten (10) 4 hour intervals. No vacation will be taken in less than four (4) hour increments.

Section 6. Two working days in the fiscal year for each employee not charged to sick leave, may be used for personal reasons to attend to matters which cannot be attended to outside the employee's normal tour of duty. This benefit shall be granted subject to the operating needs of the Department with notice to the Chief or his designee.

## ARTICLE XI STAFFING LEVELS

Section 1: The following minimum complement provision shall be effective for the duration of this Agreement:

(a) Vehicle Assignment:

Engine Companies: 3 firefighters or 1 company officer and 2 firefighters

- Ladder Companies: 3 firefighters or 1 company officer and 2 firefighters
- (b) Vehicle Response: staffed by the above minimum complement to provide a response on alarms and medical emergencies.
  - (c) There shall be at least three (3) officers on duty to supervise at all times.
  - (d) The shift commander, regardless of rank, shall not be counted in per piece staffing.
  - (e) Dedham fire companies responding to a call for mutual aid shall be staffed at one company officer and three firefighters.
  - (f) Probationary employees shall not be counted towards minimum staffing requirements unless academy trained.***

Section 2. Call back of employees shall be on a rotating basis.

## ARTICLE XII LONGEVITY

Longevity shall be granted to each regular full-time employee covered by this Agreement at the completion of five (5) years of employment as follows:

Firefighters, Lieutenants, Captains and Deputy Chiefs will receive 1/2 percent of their base pay per year after the first five years of continuous employment by the Town and shall receive an additional 1/2 percent after each successive five-year period that he/she is employed by the Town up to a maximum of 3.5% per year.

## ARTICLE XIII REGULATION UNIFORMS AND PROTECTIVE CLOTHING AND EQUIPMENT

### Section 1:

- (A) Station Uniform: An annual allowance of nine hundred and seventy-five dollars (\$975) for a firefighter and one thousand one hundred and twenty-five dollars (\$1,125) for an officer shall be granted per year for the purchase and replacement of the regulation station (work) uniform as required by the Chief of the Department. This allowance will also be used to maintain the dress uniform issued by the department.
- (B) Promotion Allowance: Upon promotion to Lieutenant, Captain, or Deputy Chief, a one time allowance of three hundred dollars (\$300) shall be granted for the upgrade of the station uniform.
- (C) Dress Uniform: The department shall provide an initial dress uniform to all new employees joining the Fire Department in a regular full-time capacity. The department shall provide a new dress uniform to employees promoted to the rank of Lieutenant, Captain, and Deputy Chief. All department members shall maintain the issued dress uniform in a serviceable condition during his employment with the department. Dress uniform will consist of dress shirt, dress pants, dress jacket, badge, hat badge, lapel insignias (officers) and tie.
- (D) Protective Clothing: Protective clothing required by promotion will be supplied by the Town."

(E) Each Firefighter shall be provided an annual cleaning allowance in the amount of three hundred seventy-five dollars (\$375) to be used for the purposes of cleaning and laundering of the Firefighters' uniforms. This allowance shall be issued on the first pay period in December. All payments shall be subject to IRS regulations.

Section 2. The Department will supply dress uniforms to new employees. The Department will continue to supply all protective clothing. Protective clothing and equipment shall include one (1) helmet, two (2) bunker coats, two (2) bunker pants, one (1) pair bunker boots, two (2) pair structural firefighting gloves, two (2) structural firefighting protective hoods, one (1) stand-alone PASS device and one (1) SCBA face mask. Each bargaining unit member shall be issued a personal SCBA face mask at the expense of the Town. Protective clothing and equipment will be supplied within thirty (30) days of request. All such protective clothing shall conform to the current NFPA or like standard. When any of this protective clothing is contaminated by any matter which would degrade its full protective effect, that gear shall be thoroughly and properly cleaned or repaired by the town before it is worn again. If said gear cannot be cleaned or repaired, it will be replaced by the Town.

Section 3. The Department will provide Hepatitis B vaccine to all employees.

#### ARTICLE XIV SICK AND INJURED LEAVE AND HEALTH INSURANCE

Section 1. All employees shall be eligible for sick leave in an amount not to exceed 1-1/4 working days per month, credited from the date of hire and with unlimited accumulation.

Section 2. Sick leave with pay shall be granted to employees when they are unable to perform their duties because of sickness, personal injury not otherwise provided for in accordance with the General Laws, Chapter 41, Section 111F or quarantine by health authorities.

Section 3. No sick leave shall be granted during the probationary period. The probationary period is defined as the first six (6) months of employment.

Section 4. Four (4) working days for each case may be charged against sick leave in the event of serious illness in the immediate family, but not more than eight (8) working days in a calendar year. The immediate family includes spouse, child, parents, mother-in-law or father-in-law. The Town Manager may require such procedures as it deems necessary for the proper administration of these sick leave provisions. When these procedures have been issued, sick leave shall not be granted under circumstances not conforming to them. Sick leave in excess of the before mentioned or in excess of any lesser amount accumulated may be granted, at the discretion of the Town Manager, upon recommendation of the Chief. Excess shall be subject to recouping against sick leave earned in the future.

Section 5. Authority for the granting of sick leave, subject to the limitations described herein, and responsibility for the detailed accounting thereof, rests with the Chief.



Section 6. Health Insurance

The Employer agrees to continue to provide for the term of this agreement, group hospital, surgical and medical insurance coverage to the extent provided under the present policies. The Employees electing coverage under indemnity plans shall pay 50% of the total monthly premium cost for the duration of the agreement. Effective July 1, 2007, the employees shall contribute twenty percent (20%) of the cost thereof.

Notwithstanding the provisions noted above, all employees hired after July 1, 2006 shall contribute twenty percent 20% of the cost of the HMO plan of their choice.

To the maximum extent practicable, the Employer will attempt to provide a choice of health care providers. The employees' contribution toward the cost of the health plan shall be done on a pre-tax basis.

It is agreed by both parties that the implementation of Section 6 of Article XIII, Sick and Injured Leave and Health Insurance, shall be retroactive to the date of the contract, i.e. as pay increases are retroactive so shall be the implementation of insurance contribution rates.

Section 7. In the event that a Firefighter voluntarily terminates employment, except for reasons of retirement or death, there shall be no monetary value attached to accrued sick leave. All full-time Firefighters, having accumulated a minimum of one hundred (100) sick days, will be paid the following amounts per day upon retirement or death:

101-200 days	\$50 per day
201-300 days	\$60 per day
301 and > days	\$70 per day

In addition, all employees will be eligible to participate in an annual sick leave incentive plan. Employees shall receive the sum of one hundred dollars (\$100) for each quarter of the year in which no sick days are used, and an addition \$100 for a full year without the use of sick leave.

Section 8. Parental Leave

The Employer agrees that it, in relation to leaves of absence, will comply with the Massachusetts General Laws affecting the same.

As required, Family Medical Leaves will be given to employees who qualify having a serious medical condition, a family member with a serious medical condition, a family member in the armed services injured in the line of duty or called to active duty and needs your support, or for the birth, adoption or placement of a foster child. The Town uses the rolling back twelve month basis for calculating eligibility. These FMLA leaves of absence are unpaid but run concurrently with paid time off using accrued time. If available, employees must use accrued paid time off concurrently with FMLA leave that does not qualify for leave under the Massachusetts Parental Leave Act. Employees are responsible for completing and returning necessary documentation as requested.

In the case of the birth, adoption or placement of a foster child, either parent may apply for an

FMLA leave of absence. If both parents work within the bargaining unit, leave does not run concurrently but both may use FMLA within the first year of the child being in the family. If available, employees use accrued paid time off concurrently with FMLA and with Parental Leave at their discretion.

If a parent does not qualify for FMLA in the case of the birth, adoption or placement of a child, they may receive Parental Leave under the Massachusetts law. This time is not paid but will run concurrently with paid time off using accrued time.

An Employee shall give at least three (3) weeks' notice of his/her intended departure and expected date of return for planned leave of absence whenever possible. The Chief may require that any Employee produce medical certification that s/he is physically able to continue work prior to the leave or to resume work before returning.

Section 9. For the purposes of any death, disability or medical services claim under Chapter 41 of the General Laws, any contagious disease, resulting in disability or death to a firefighter, shall, if he or she successfully passed a physical examination on entry into the fire service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, unless it is shown by a preponderance of evidence that non-service connected factors caused such incapacity.

The provisions of this section shall apply to contagious disease which may, in general, result from exposure to blood and other body fluids of the sick, including Hepatitis A, B or C, Tuberculosis, HIV, Anthrax, or Meningitis.

Section 10. Whenever a firefighter is incapacitated for duty because of injury or sickness sustained in the performance of duty without fault of his own, he shall be granted leave without loss of pay or any other leave benefits accumulated prior to the date of incapacitation, including accumulated sick and vacation leave, for the period of such incapacity provided, however, that no such leave shall be granted for any period after such firefighter has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall, except as provided herein, be paid only to the extent required by Massachusetts General Laws, Chapter 41, Section 111F, as amended from time to time. During the period of time that a firefighter is incapacitated for duty under the provisions of Massachusetts General Laws, Chapter 41, Section 111F, the firefighter shall not accrue sick, vacation, or any other leave time benefit.

Further, no such paid leave shall be continued beyond a total of fourteen (14) calendar days in the event the physician designated by the appointing authority determines that the firefighter is capable to performing limited duties on either a full time or less than full time basis subject only to the provisions contained herein. The Chief shall determine whether a position is available which the firefighter is capable of performing and may or may not assign him/her to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein.

Any firefighter assigned to limited duty shall not be considered to be part of the regular complement and shall not be required to respond to alarms or medical calls. Limited or light duty tasks will be

Fire Department related and will normally be in-house duties. Employees assigned to limited duty shall work a forty (40) hour workweek (4 days at 10 hours per day or 5 days at 8 hours per day, as determined by the Chief in consideration of the needs of the department.) Whenever possible the firefighter's choice of the two schedules will be considered. The Chief and the firefighter will make a mutual effort to accommodate both the needs of the department and the employee's doctor's appointments and medical needs.

If the firefighter is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty, and he/she is assigned to same, he/she does not report for same, and he/she has not filed a timely appeal hereunder, his/her pay shall be discontinued and he/she shall be subject to disciplinary action.

Appeal Process: In the event the individual firefighter's personal health provider disagrees with the decision made by the physician designated by the appointing authority, and he/she believes that the firefighter is not capable of returning to limited duty, the firefighter shall cause his/her health care provider to confer with the physician designated by the appointing authority within fourteen (14) calendar days of the decision by the physician designated by the appointing authority.

A firefighter assigned to limited duty notwithstanding the continuing disagreement of his/her personal health care provider after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) days after said conference, to appeal to a third health care provider designated by the two conferring professionals. A firefighter shall not be required to return to work during the process of the appeal. The third health care provider shall render his/her decision within fourteen (14) calendar days or as soon as practical thereafter. The decision of the third health care provider shall be final and binding as to whether the firefighter is medically capable of being assigned to limited or light duty at that time.

If the firefighter is determined by the third health care provider to be capable of returning to limited or light duty and he/she is assigned to same and he/she does not report for same, his/her pay shall be discontinued and he/she shall be subjected to disciplinary action.

Nothing herein, however, shall prevent the Chief from having the firefighter subsequently reexamined at reasonable intervals, normally not less than fourteen (14) calendar days, to see if the firefighter has sufficiently recovered to commence limited or light duty. The cost of the third party examination shall be shall be paid by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Dedham from involuntarily retiring members. Further, nothing herein shall preclude an injured firefighter from seeking and obtaining treatment for said injury from a health care provider of his choice. Nothing herein shall require or preclude the Chief from, or limit his/her discretion regarding the granting or denying of a request from a firefighter out on sick leave to work on limited or light duty. However, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

Section 11. The Town and the local 1735 will adhere to the Family Medical Leave Act (FMLA) of 1993 which entitles certain employees up to 12 weeks of leave for the arrival of a child, to care for a spouse, child or parent with a serious health condition, or for a serious health condition of the employee.

The Town and local 1735 will adhere to M. G. L. Chapter 149: Section 52D (Family and Medical Leave) which entitles certain employees up to 24 hours of leave in addition to leave available under the federal act.

Employees will be required to use accrued leave, including sick leave and vacation time as part of any authorized FMLA and/or M. G. L. Chapter 149: Section 52D leave status. If an employee falls into an unpaid leave status as part of an approved FMLA or MGL Chapter 149; Section 52D leave situation, the employee would then be responsible for their contribution to the Town's Health Insurance and Life Insurance programs.

Employees applying for FMLA under the provisions of the Family Medical Leave Act (FMLA) of 1993 and/or the State Family and Medical Leave Law (MGL Ch 149; Sect 52D) are required to file all necessary documents with the Head of the Fire Department and other required Town officials.

#### ARTICLE XV MILITARY LEAVE

An employee of the commonwealth in the service of the armed forces of the commonwealth or a reserve component of the armed forces of the United States shall be entitled to receive pay without loss of ordinary remuneration as a public employee during annual training under section 60 or drills and parades under section 61, not exceeding 34 days in any state fiscal year and not exceeding 17 days in any federal fiscal year, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

#### ARTICLE XVI SENIORITY

Section 1. Seniority is to be based on length of time an employee has held present rank or classification in the Fire Department. For all acting out-of-grade appointments of 30 days or longer, a member's position on an active Civil Service promotional list shall supersede departmental seniority.

Section 2. The seniority of employees in the bargaining unit shall be computed in accordance with the provisions of Chapter 31, section 33 of the general laws, provided, however, that in addition to the provisions thereof, the seniority of employees who were appointed on the same date shall also be determined by the order of their respective ratings obtained in the examination upon the civil service list from which they were appointed. The employee with the highest rating to be considered the most senior employee of such employees.

Section 3. The seniority of employees in grade shall be determined by the date of promotion of the

employee (not shift appointments date). In the event that more than one employee was promoted on the same date the seniority of such employee will be determined by their respective ratings obtained in the promotional examination from which they were promoted, the employee with the highest rating to be considered the most senior. (It is understood and accepted by both parties that this section is not to be implemented retroactive prior to the date of Town Meeting action concerning this Agreement.)

Section 4. In the event of a reduction in the work force, layoffs of employees shall be accomplished in accordance with the provisions of Chapter 31, Section 33 of the Massachusetts General Laws, as may be amended from time to time.

#### **ARTICLE XVII** **RIGHTS AND PRIVILEGES**

All other job benefits enjoyed by the employees, as provided by the Personnel, Wage and Salary Administration Plan and adopted from time to time by the Town Meeting vote which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

#### **ARTICLE XVIII** **NO STRIKES, LOCKOUTS, BOYCOTTS OR WORK STOPPAGES**

It is mutually agreed by the parties hereto that throughout the life of this Agreement there shall be no strikes, lockouts, boycotts, or stoppages of work, and that any difference or misunderstanding which may arise between the contract parties shall be amicably adjusted by and between the parties themselves.

In the event of the threat of, preparation for, or occurrence of any unauthorized strike, lockout, boycott, or work stoppage by the Fire Department employees, the Local and all of its officials will promptly take reasonable steps to prevent and to stop such action by any of its members. The parties hereto mutually agree that the provisions of General Laws, Chapter 150E, Section 9A, relative to the prohibiting of any employee from engaging in, inducing or encouraging any strike, work stoppage, slow down, or withholding of services, shall apply. Nonetheless, it is mutually agreed that Fire Department employees, either individually or as a union, may lawfully picket during their off-duty hours at places other than fire stations of the Town of Dedham or at scenes of fires in the Town of Dedham.

#### **ARTICLE XIX** **GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Only matters involving the interpretation or application of the provisions of this Agreement shall constitute grievances under this Article. The grievance procedure shall be formal and confidential at all times. Time limitations may be waived and/or extended by mutual agreement of the parties.

Step 1. The matter shall first be discussed between the aggrieved employee and/or his/her Local representative and the Chief of the Fire Department.

Step 2. If, after five (5) days of presentation to the Chief of the Fire Department. No satisfactory resolution has been made, the grievance may be presented to the Town Manager for his consideration.

Step 3. After twenty-one (21) days of the presentation to the Town Manager, a written decision will be given to all parties. If no satisfactory resolution has been made, then the employee, or the Local on his behalf, may submit the grievance to arbitration. The parties shall attempt to agree upon an arbitrator; but, if they are unable to do so within ten (10) days of the submission to arbitration, then either party may request appointment of an arbitrator pursuant to the Voluntary Labor Rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the parties. The arbitrator's decision shall be final and binding upon the parties.

Section 2. Notwithstanding any other provision of this Agreement, any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be subject to the grievance or arbitration procedure hereunder. It is understood and agreed that Local 1735 shall have the right to represent any employee covered by this Agreement in any Civil Service or Retirement Board hearing or proceeding.

**ARTICLE XX**  
**WAGES**

Section 1.

**DEDHAM FIREFIGHTERS COMPENSATION PLAN**

**Effective July 1, 2021 (FY22)**

Deputy Chief		<u>Min</u>	<u>Max</u>
	Hourly	N/A	46.34
	Biweekly	N/A	3892.47
	Annual	N/A	101,204.22
Captain		<u>Min</u>	<u>Max</u>
	Hourly	N/A	41.84
	Biweekly	N/A	3514.25
	Annual	N/A	91370.50
Lieutenant		<u>Min</u>	<u>Max</u>
	Hourly	32.79	37.34
	Biweekly	2754.10	3136.89
	Annual	71,606.60	81,559.14

Fire Mechanic

	<u>Min</u>	<u>Max</u>
Hourly	32.79	37.34
Biweekly	2754.10	3136.89
Annual	71,606.60	81,559.14

Firefighter

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max</u>
Hourly	25.38	26.25	27.18	28.13	29.12	30.12
Biweekly	2132.17	2204.92	2283.10	2363.12	2445.86	2530.42
Annual	55,436.42	57,327.92	59,360.60	61,441.12	63,592.36	65,790.92

**Effective July 1, 2022 (FY23)**

	<u>Min</u>	<u>Max</u>
Deputy Chief		
Hourly	N/A	47.27
Biweekly	N/A	3970.32
Annual	N/A	103,228.32

Captain

	<u>Min</u>	<u>Max</u>
Hourly	N/A	42.67
Biweekly	N/A	3584.53
Annual	N/A	93197.78

Lieutenant

	<u>Min</u>	<u>Max</u>
Hourly	33.44	38.09
Biweekly	2809.18	3199.63
Annual	73,038.68	83,190.38

Fire Mechanic

	<u>Min</u>	<u>Max</u>
Hourly	33.44	38.09
Biweekly	2809.18	3199.63
Annual	73,038.68	83,190.38

Firefighter

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max</u>
Hourly	25.89	26.77	27.72	28.69	29.70	30.73
Biweekly	2174.82	2249.02	2328.77	2410.38	2494.77	2581.03
Annual	56,545.32	58,474.2	60,548.02	62,669.88	64,864.02	67,106.78

**Effective July 1, 2023 (FY24)**

Deputy Chief		<u>Min</u>	<u>Max</u>				
	Hourly	N/A	48.21				
	Biweekly	N/A	4049.72				
	Annual	N/A	105,292.85				
Captain		<u>Min</u>	<u>Max</u>				
	Hourly	N/A	43.53				
	Biweekly	N/A	3656.22				
	Annual	N/A	95,061.79				
Lieutenant		<u>Min</u>	<u>Max</u>				
	Hourly	34.11	38.85				
	Biweekly	2865.36	3263.62				
	Annual	74,499.41	84,854.11				
Fire Mechanic		<u>Min</u>	<u>Max</u>				
	Hourly	34.11	38.85				
	Biweekly	2865.36	3263.62				
	Annual	74,449.41	84,854.11				
Firefighter		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max</u>
	Hourly	26.41	27.31	28.28	29.27	30.29	31.34
	Biweekly	2218.32	2294	2375.34	2459.59	2544.67	2632.66
	Annual	57,676.19	59,643.90	61,758.86	63,923.28	66,161.43	68,449.03

Section 2. A 24% differential will be maintained between the applicable step rate of a Firefighter and the applicable step rate of a Lieutenant, and a 12% differential will be maintained between the applicable step rate of a Lieutenant and the applicable step rate of a Captain, and a 12% differential will be maintained between the applicable step rate of a Captain and the applicable step rate of a Deputy Chief.

Section 3. If any member of the bargaining unit works in a higher grade, he/she shall receive the lowest rate of the higher grade.

The Department shall review its records and determine the number of out of grade tours, whether intermittent or continuous, each firefighter has worked since July 1, 1994 and shall continue this record keeping, updating every six months from the execution of this agreement forward maintaining a copy in the employee's file. Effective upon the execution of this agreement, any member of the bargaining unit who is promoted or who temporarily serves in a higher grade and who has completed at least two thousand one hundred eighty-four (2,184) hours, i.e. one hundred eighty-two (182) tours



of duty, or the cumulative equivalent of one year, in the higher grade, shall receive the maximum rate of the higher grade upon permanent or temporary promotion to that grade or while temporarily working in out of grade service.

Section 4. All employees shall be paid on a bi-weekly basis (once every two weeks), in a manner and on a schedule to be determined by the Employer.

The parties also agree that in the event a wage settlement with any other Town Collective Bargaining Unit (not including any school units), for Fiscals Years 2019 and 2020, results in a higher cost of living adjustment, the parties will reopen negotiations for this article.

## ARTICLE XXI FIRE SCIENCE PROGRAM AND EMT TRAINING

Section 1. The cost of all reasonably required materials, including textbooks, needed by a firefighter while enrolled in an accredited fire science course shall be borne by the town. Effective July 1, 2005, all bargaining unit employees of the Fire Department who have successfully completed an accredited fire science course or courses shall receive forty-five dollars (\$45) per credit hour earned for each credit hour for said course or courses. Said monies shall be paid on the first payday of the month of December. Said monies shall be paid on a pro-rated basis in the event of the death or retirement of a firefighter or in the event that a firefighter leaves the department.

Effective upon the execution of this agreement the Town shall compensate firefighters that attend Fire Academy training, EMT certification or re-certification or Fire Science course study during the time which the employee is not scheduled to be on duty with a stipend of thirty-five dollars (\$35) per hour to a maximum of eighty (80) hours, with a maximum of thirty hours of online training not including online work for classroom based training, per fiscal year . To be eligible for this stipend, the training or EMT certification or re-certification or Fire Science course study must be approved by the Office of Emergency Medical Services (OEMS), the State Fire Academy or be a course requirement leading to a Fire Science degree. Employees may not donate unused time to another department member. The stipend monies shall be paid as they are submitted and earned.

Section 2. The initial tuition cost, recertification cost and associated costs of all reasonably required materials, including textbooks needed by an employee while enrolled in an approved EMT Program shall be borne by the Town provided that the employee successfully passes the course. Subject to the prior approval of the Chief, which approval shall not be unreasonably withheld, reasonable time off without loss of pay or benefits will be granted to employees while attending an approved EMT program, as well as to registered EMTs completing requirements to maintain and renew their EMT registrations. Approved CPR courses are included within the purview of this section. Should an employee fail to achieve or maintain registration, then that employee shall reimburse the Town for paid absence during the aforementioned attendance. In lieu of pay reimbursement, accrued earned vacation may be charged. However, this shall not pertain to members out on extended sick or injured leave. **Effective July 1, 2007 any firefighter who successfully completes an EMT course and maintains certification will be an annual stipend of two thousand four hundred dollars (\$2,400) in bi-weekly increments.**

Section 3. Any firefighter who successfully completes a defibrillator certification course and maintains certification and, any firefighter who successfully complete an epi-pen use certification course and maintains certification will receive an annual Certified Medical Equipment payment in bi-weekly increases in the amount indicated below:

Effective July 1, 2021 the Certified Medical Equipment payment shall be equal to 3% of the top step of the firefighter scale. Effective July 1, 2022 the Certified Medical Equipment payment shall be equal to 3.5% of the top step of the firefighter scale. Effective July 1, 2023 the Certified Medical Equipment payment shall be equal to 4% of the top step of the firefighter scale.

Section 4. Bi-weekly payments under the above sections shall be discontinued if an employee loses his/her certification or leaves the employment of the Department during the contract years.

Section 5: Effective July 1, 2018 members who complete the following Massachusetts Fire Academy training programs and attain certification at each level, where applicable, shall receive an annual stipend based upon the following rates:

Programs 1 and 2 are valued at five hundred dollars (\$500) each.

Programs 3 and 4 are valued at eight hundred dollars (\$800) each.

Programs 5 and 6 are valued at one thousand dollars (\$1,000) each.

Programs 7 and 8 are valued at one thousand two hundred dollars (\$1,200) each.

Programs 9 and 10 are valued at one thousand five hundred dollars (\$1,500) each.

1. Fire Prevention Officer Basic
2. Company Officer Strategy and Tactics
3. Fire Prevention Officer 1
4. Fire Prevention Officer 2
5. Fire Safety Officer
6. Fire Instructor 1
7. Fire Instructor 2
8. Fire Officer 1
9. Fire Officer 2
10. Fire Officer 3

Payments for stipends under this section shall be paid in bi-weekly increments beginning with the first pay period possible after completion.

Insert Section 6: The registration fee and associated costs of all reasonably required materials, including text books needed by an employee for the purpose of studying for a promotional examination shall be borne by the Town provided that the employee successfully passes the examination.

## ARTICLE XXII DISCIPLINE AND DISCHARGE

The Town shall not discipline or discharge any employee covered by this Agreement except for just cause.

**ARTICLE XXIII**  
**DEATH OF A FIREFIGHTER**

In the event a Firefighter, who while in the performance of his/her duties as covered in Article XVII or as a result of an accident while responding to or returning from an alarm or fire or while at the scene of a fire, is killed or sustains injuries which result in death, the Town shall pay the reasonable expenses, not to exceed twenty thousand dollars (\$20,000), of the funeral and burial costs of such Firefighter. Such benefits shall be paid consistent with the guidelines as established by the Public Safety Officer's Benefits Act (PSOB).

**ARTICLE XXIV**  
**BEREAVEMENT LEAVE**

Leave without loss of pay will be normally granted by the Town in the event of a death in the employee's immediate family. Such leave will have no effect on entitlements for vacation, sick leave, or holiday pay, and will not be counted as hours worked for purposes of computing overtime. Such firefighter shall be granted no more than four (4) consecutive tours of duty for spouse, child, parent, and parent-in-law, and three (3) consecutive tours of duty for brother, sister, grandparent and non-family resident in the household. One tour of duty shall be granted for brother-in-law and sister-in-law.

**ARTICLE XXV**  
**POST-INCIDENT STRESS DEBRIEFING**

If it is collectively decided by Local 1735 representatives and the Chief that a bargaining unit member is in need of counseling to deal with a particular job related incident, i.e. multiple fatalities, line of duty death or serious non-fatal casualty, such counseling shall be immediately provided. All costs related to this counseling will be borne by the Town.

**ARTICLE XXVI**  
**DRUG & ALCOHOL TESTING**

The parties hereby agree to adopt the "Drug & Alcohol Testing Policy" attached to this Memorandum of Agreement.

**POLICY PROVISIONS**

It is agreed that the Union will work cooperatively with the Town to develop a Standard Operating Procedure or Guideline (SOP and/or SOG) to address operational safety concerns in the Department.

It is further agreed that if the Town fails to meet and work with the Union or if the Union fails to meet with the Town to develop Standard Operating Procedures or Guidelines for operational safety concerns by June 30, 2010, that the Town and/or the Union have the right re-open

discussions concerning language in the Collective Bargaining Agreement to address this concern.

**ARTICLE XXVII**  
**HEALTH AND WELLNESS**

Members who participate in the Department's Health and Wellness program shall receive an annual stipend of two thousand dollars (\$2,000).

The Health and Wellness stipend shall be paid on the last pay period of the fiscal year.

Participation shall include:

Thirty (30) minutes of daily physical exercise, in addition to normal shift duties (i.e. firefighting tasks).

Credited exercise time shall be limited to workouts that are performed at Fire Headquarters or East Dedham Station.

Members shall participate in a minimum of thirty (30) minutes of exercise per day, for a minimum of forty-six (46) days per year (½ of yearly scheduled work days). For Fiscal Year 2019 only, members who participate a minimum of twenty-three (23) hours at not more than an hour at a time will satisfy this requirement.

Members shall produce a notice issued by their primary care physician indicating that they have completed an annual medical examination.

Oversight:

The Shift Captain shall maintain a record of all members who participate in daily physical exercise.

Notices verifying proof of an annual medical examination shall be delivered to the Fire Chief's office prior to the end of the fiscal year.

**ARTICLE XXVIII**  
**ELECTRONIC COMMUNICATION**

Except in instances where a different method of communication is required by federal or state law or regulation, e-mail may be used by the Town to communicate with members of the bargaining unit. The union and the Town agree to cooperate in finding a workable solution for any bargaining unit member who does not have access to an email account for this purpose.

**ARTICLE XXIX**  
**DURATION OF AGREEMENT**

This Agreement shall take effect as of midnight, July 1, 2021 and shall continue in full force and effect to June 30, 2024. Until such time as the Town and Local 1735 renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

Should either or both parties desire to negotiate a new collective agreement for the succeeding year, such party or parties, shall, on or before April 15, 2024, but in no event earlier than November 1,

2023 prior to the expiration date of this Agreement, give notice in writing to the other party by Certified or Registered Mail setting forth in such notice a list of all proposals, changes, and modifications desired by the party given notice. Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or Local 1735 from modifying, adding to, or subtracting from any proposals made pursuant to this Article.

This AGREEMENT, entered into on the \_\_\_th day of \_\_\_\_\_ 2022 is subject to ratification of the Board of Selectmen and funding by the Town Meeting.

**DEDHAM FIREFIGHTERS  
LOCAL 1735**

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**BOARD OF SELECTMEN**

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**DEDHAM FIREFIGHTERS ASSOCIATION**  
**DRUG & ALCOHOL TESTING POLICY**

**INTRODUCTION**

To insure a safe, healthful and productive work environment, to protect the health and welfare of the citizens of the town of Dedham, the department has adopted this policy to address drug and alcohol abuse by firefighting personnel. These procedures provide the department with reasonable measures to ensure drug and alcohol use does not jeopardize the public or the department's ability to serve its citizens.

It is the general intent of the 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 the program, is intended in part as a means of identifying those who need help.

The sole base method of implementing this program shall be: Testing of those employees where facts are sufficient to constitute Reasonable suspicion of controlled substance or alcohol abuse as further described under Reasonable Suspicion pg. #2.

**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 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 volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be the equivalent to the percent of blood alcohol concentration commonly used in driving while intoxicated situation. Herein, alcohol concentration (of BAG or Breath Alcohol Concentration) is defined as grams of alcohol per 210 liters of breath. Herein BAG 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:** An employee is prohibited from the use of the defined drugs at any time.

**Alcohol:** An employee must not consume alcohol while:  
\*Four (4) hours prior to being scheduled to perform work related duties.  
\*While performing his/her duties as a firefighter.

### **CIRCUMSTANCE FOR DRUG AND/OR ALCOHOL TESTING**

Employees will be required to submit to approved drug and alcohol tests in the circumstance listed below:

**Reasonable Suspicion:** 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 from 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 in each instance. Notwithstanding the foregoing, determination or 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 prescriptive controlled substances, or misusing alcohol the Fire Chief shall have the right to require that employees submit with out delay to a urinalysis test, or evidential breath test.

**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 for any reason in a Drug and Alcohol Testing Program, before that employee is allowed to perform his/her regular duties. To pass, an Alcohol test must have a result of less than 0.02 alcohol concentration and a Drug test must be verified negative test result. With out a successful test result, that individual is not medically qualified to continue to perform work related functions.

**Follow Up:** Upon resumption of 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 SAP, but not to exceed two years.

**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 in the fair and respectful treatment of the person that is being tested. There are various testing result thresholds of the presence of Drugs before they will be reported as presumed positive to the medical review officer.

		Confirmatory test Cutoff levels (NG/ml)
Marijuana metabolite	(Carboxyl-THC)	15
Cocaine metabolite	(Benzoylecgonine)	150
Opiates:	Morphine	300
	Codeine	300
Phencyclidine		25
Amphetamines:	amphetamine	500
	methamphetamine	500

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. These blind specimens are both known positives and known negatives. Individuals tested will be in direct visual contact with their specimen until the collection process is completed. 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 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 canceled.

**Alcohol:** An initial alcohol screening test will measure the BAG of the employee at the time of the test. A second test on the evidential testing device will be required to reconfirm the initial results 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 conforming testing process will only be performed on evidential breath testing equipment utilizing air blanks to assure that ambient conditions are not negatively affecting the test 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 procedure officer assigned to supervise and be responsible for proper conduct and uniform procedures of urine sampling and alcohol confirmation test. 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 to a test is prohibited Behavior that constitutes "Refusal to Submit" includes:

- \* Direct refusal to take a drug or alcohol test.
- \* Failures to provide sufficient quantities of urine within the policies 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.

## OPPORTUNITY 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 can not 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 towns laboratory or the MRO for the request of the re test and send written notification to the laboratory with a statement that the employee will accept any other DHHS certified laboratory or the specified DHHS certified laboratory, name, location, address, and telephone number, selected, if any. 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 split sample test.

**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 and individuals 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 laboratories "chain of custody" documentation to insure 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 firefighter when a confirmed positive test could have resulted from legally prescribed medication and will give the individual an opportunity to discuss the test results.

The MRO conducts telephone interview with the firefighter and determines prescription medication if applicable. The MRO verifies prescription with treating physician, if indicated, before 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 employee to contact the MRO within this time frame will result in a final determination of the results of the presumed positive drug test without input from the employee.

**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.

There will be two types of test 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 BAG will be considered a negative test and no further screening will be conducted and no entry made into personnel records. If the initial screening test is 0.04 BAG or greater, an alcohol conformation test will be conducted.

**Confirmation test:** If the initial screening of 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 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.
2. Be referred to a substance abuse professional (SAP). The town will be responsible for the expense of the SAP services to determine if the employee 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

employee 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. c. 31 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 until completed. The cost of all follow up tests will be at the expense of the town, the follow up testing program shall not exceed 2 years.

In the event of a second positive drug test 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. c. 31 sections 41-45 and of this agreement.

**Alcohol:** In the event of a first positive alcohol test result (BAG 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.

2. Be referred to a substance abuse professional (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 serves 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 employee 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. c.31 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 until completed. The cost of all follow up tests will be at the expense of the town, the follow up testing program shall not exceed 2 years.

In the event of a second positive alcohol test result, the employee will have the following consequences.

1. Be place on unpaid leave.

2. Be referred to a substance abuse professional (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 serves 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 Employee fails to complete the required treatment, the Town reserves the right to impose disciplinary action, up to and including dismissal, subject, however, the provisions of M.G.L. C. 31 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 until completed. The cost of all follow up tests will be at the expense of the town. The follow up testing program shall not exceed 2 years.

In the event of a third positive alcohol test 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. c. 31 sections 41-45 and of this agreement.

Confirmation of the presence of one of the specific drugs, if non-prescriptive, as above provided, in an employees urine sample, after a 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 programs(s), set in motion the operation of M.G.L. c. 31 section 41-45 as aforesaid, and employee election to arbitrate any disciplinary action resulting there from. Said sections 41-45 protect and provide the legal rights of tenured Civil service employees. Under these provisions, an employee is entitled 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-prescriptive drugs or alcohol.

**PROCEDURES OFFICER(S):** Shall be designated by the Fire Chief, with full authority to oversee the integrity of the Department's role in the personnel drug and alcohol screening process.

Procedures Officers shall be responsible for the attendance, identification and transportation of employees to be screened, to the designated laboratory or medical facility at the appointed time, and to provide return transportation after completion of screening process.

Procedures Officers shall attend an initial training seminar on the proper and legal administration of this article prior to the start of actual testing and such other additional training seminars as may take place from time.