



AGREEMENT

BETWEEN THE TOWN OF TEWKSBURY

AND THE

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

AFL-CIO, TEWKSBURY FIREFIGHTERS LOCAL 1647

July 1, 2024 – June 30, 2027

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PREAMBLE

This Agreement entered into by the Town of Tewksbury hereinafter referred to as the Employer, and the International Association of Firefighters AFL-CIO, Tewksbury Firefighters Local 1647, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of conditions of employment.

“Employer” shall be construed to mean Chief of Fire Department, Town Manager, Board of Selectmen and the Town of Tewksbury as prescribed by General Laws, Chapter 48, Section 42 and Chapter 150E. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not a part of this Agreement unless specific reference in this contract is made to a by-law or statute or rules and regulations.

ARTICLE 1

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing conditions of employment for all permanent firefighters of the Tewksbury Fire Department, excluding the Chief; acting Fire Chief, Deputy Chief as set forth in the Order of Certification of the State Labor Relations Commission.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreements with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement. There shall be no strike, slowdown, or lockout during the term of this Agreement.

Section 2. Union Security

The Employer agrees not to discharge or discriminate in any way against Employees covered by this Agreement for Union membership or legal Union activities.

Section 3. Dues Check Off

The Employer shall deduct Union dues and/or assessments upon receipt of authorization of members of Local 1647 who sign deduction form cards to be supplied by the Local, and shall forward the same to the Treasurer of the Local the week of deduction.

Section 4. Individual Agreements

The Employer agrees that it will not enter into any individual or Collective Bargaining Agreement with any Employee covered by this Agreement which is contrary to this Agreement.

Section 5. Service Fee Deduction

The Town shall require, as a condition of employment in the Tewksbury Fire Department, the payment on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, of a service fee to the Tewksbury Firefighter's Local #1647, and said fee shall be a proportionate amount paid weekly, in accordance with the provisions set forth in Section 12 of the General Laws, Chapter 150E, The Association hereby warrants that said service fee is proportionately commensurate with the costs of collective bargaining and contract administration. The Union agrees to indemnify and hold harmless the Town from any harm or liability resulting from implementation and enforcement of the Agency Service Fee and Dues Deduction provisions of the Article.

Section 6. Probation

All new employees shall serve in a probationary status for a six (6) month period, beginning upon date of hire. During said probationary period, a new employee shall be subject to discipline, up to and including discharge, without benefit of the Grievance Procedure set forth in this Agreement.

ARTICLE 2

Section 1. Management Rights

The rights of the Employer, all rights, functions and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer. These rights, whether exercised or not, include, without being limited to, all rights and powers given the Employer by law, the right to operate, manage and control the Fire Department and its activities and to direct and control the work of its employees and use of its personnel, properties, facilities and equipment, and to maintain discipline, order and efficiency; to determine methods and procedures and to direct employees; the right to promote, transfer, assign employees, and to determine the necessity for filling a vacancy; the right to select and hire employees; the right to discharge, suspend, and reprimand for just cause; the right to lay off consistent with Civil Service Law as set forth in Chapter 31; the right to promulgate and enforce all reasonable rules relating to policies, procedures, operations, and safety measures; and the right generally to control and supervise the Department's operations and affairs, subject to this Agreement and Chapter 150E. In the last three years of a person's service with the Fire Department, which will be determined by written notification sent to the Chief of their retirement date, they shall be allowed to choose which station they wish to be assigned. Such request maybe denied by the Fire Chief with just cause. This will be based on seniority in who will be given first choice.

Section 2. No Strike Clause

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union and employees within the bargaining unit, both individually and collectively in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, cause,

instigate, sanction, condone or take part in any work stoppage or delay, strike, walkout, slowdowns or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement.

ARTICLE 3

Section 1. Civil Service

The employees covered by this Agreement shall retain their Civil Service rights regulated by Chapter 31 of the General Laws of Massachusetts.

The Town shall participate in civil service promotional exams on a biyearly basis for the ranks of Captain and Lieutenant.

Residence for members of Local 1647 shall be in accordance with M.G.L. Chapter 31 Sec 58, as amended by Chapter 38, Section 50 of the acts of 2013. The parties have agreed that members will be in compliance if they reside in any community whose borders are within twenty (20) miles of the Town at its closest border points.

Any member of Local 1647 that has at least 25 years of credible service working for the Town of Tewksbury, subject to the approval of the Fire Chief and Town Manager may be allowed to reside in any community whose borders are within forty (40) miles of the Town at its closest border points. Approval of any such request to reside within forty (40) miles of the Town will be at the sole discretion of the Town based on the approval of the Fire Chief and Town Manager.

ARTICLE 4

Section 1. Hours

The regular workweek for permanent employees of the firefighting unit shall be regulated by Chapter 48, Section 58D of the General Laws of Massachusetts (42 Hours). The parties initiated in 1998 a twenty-four hour shift trial period. It is not, and was not at the time the shift was initiated, the parties' intention to change any benefit (such as, but not limited to, overtime, vacation leave or personal leave) by the trial period and implementation of the twenty-four hour shift described in this section.

The parties agree that members of the bargaining unit shall not be on duty for more than twenty-four consecutive hours, including overtime or paid details, except in unusual and extenuating circumstances.

The parties agree that a "day", as the word is used in the Agreement, shall mean a twelve-hour period. For purposes of Article 4, overtime shall not accrue except for hours worked in excess of forty-eight (48) in any week other than the sixth or eighth week of the firefighter's eight-week cycle; during the sixth and eighth week of the firefighter's eight-week cycle, overtime shall accrue for hours worked in excess of twenty-four.

The Town may require that the shifts of Lieutenants and/or Captains commence one hour before or after the usual morning starting time.

The twenty-four hour shift may be terminated sooner, extended, or otherwise modified by the parties' mutual agreement

Section 2. Overtime

All hours worked in excess of forty-two (42) hours, or twelve (12) hours on any day tour,

or twelve (12) hours on any night tour, shall be considered for overtime purposes. All overtime shall be paid in money at the rate set forth in Chapter 62, Acts of 1969, Chapter 48, Section 58C of General Laws. On all alarms, firefighters shall be paid for a minimum of four (4) hours and thereafter in one-half hour intervals, but not the continuation of a shift. This shall also cover time in court for department-related business, when off duty. The Chief must approve this court time. The Fire Chief shall make available the opportunity for overtime on an equal basis by respective rank, whenever possible.

Section 3. Anniversary date occurring on or after June 20th

A member of the Collective Bargaining unit with an anniversary date occurring on or after June 20th will be allowed to carry-over up to two (2) twenty four (24) hour shifts of vacation in their 5th, 10th, and 20th year of service.

ARTICLE 5

TIME OFF: UNION BUSINESS

- A. Three members of Local 1647 who are appointed as said Local's bargaining team shall be allowed time off for collective bargaining negotiations with the Town Manager without loss of pay or benefits and without the requirement to make up said loss of time, subject to prior approval of the Chief of the Fire Department

- B. Such members of the Local 1647 as may be designated by the Local shall be granted leave from duty without loss of pay for union business such as attending labor meetings, conventions and educational conferences, provided that the total cumulative leave for all the purposes set forth in this paragraph shall not exceed twelve (12) days, with an additional two (2) days at the discretion of the Chief, in any year and shall be subject to approval of the Chief for scheduling purposes, and said approval shall not be unreasonably withheld.

- C. Such members of Local 1647, with the Chief's approval, shall be granted leave from duty without loss of pay to attend Fire Department related seminars and conferences, provided that the total cumulative leave for all purposes set forth in this paragraph shall not exceed twelve (12) days in any year.

- D. The Local President Local 1647, with the Chief's approval, shall be granted leave from duty without loss of pay to attend State and International conventions every other year.

ARTICLE 6

VACATION

- A. Vacation leave shall be granted to full-time permanent firefighters subject to Chapter 41, Section 111D as follows:

Upon completion of six month service	1 week
Upon completion of one year service	2 weeks
Upon completion of five years service	3 weeks
Upon completion of ten years service	4 weeks
Upon completion of fifteen-years service	5 weeks

For the purpose of this article, four working tours shall constitute one week, which shall also include all normal time off.

- B. All personnel shall be allowed two weeks vacation in the summer between May 1 and October 1, providing they are eligible.
- C. Employees eligible for vacation who enter the armed forces shall be paid an amount equal to the vacation allowance earned and not taken.
- D. In the event of the death of an employee, accrued vacation pay shall be paid to his estate.
- E. Employees covered by this Agreement shall be allowed to take single vacation days for one week only of their vacation allotment during a fiscal year, subject to the approval of the Chief and consistent with his rules and regulations. The Chief or his designee shall be given at minimum, 1 hours' notice prior to taking a single vacation day. No single vacation day shall be given for a designated holiday.

- F. No vacation may be carried over from one year to the next; vacation not used in any year is waived. Effective July 1, 1989, the vacation year shall be based on a fiscal year.
- G. The parties will designate an equal number of representatives, not to exceed three, to study, review, and recommend changes to the present system of accrual and access to vacation such that the Town complies with MUNIS in a way which creates a fair and equitable resolution for firefighters in the 5th, 10th and 20th years of service. The study committee's recommendation will be referred to the parties for bargaining.
- I. A member of the Collective Bargaining unit on 111F will be allowed to carry-over two (2) twenty four (24) hour shifts of vacation per year.

ARTICLE 7

HOLIDAYS

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

New Year's Day	Labor Day	Martin Luther King Day
Washington's Birthday	Columbus Day	Patriot's Day
Veterans Day	Memorial Day	Thanksgiving Day
Independence Day	Christmas Day	The day after Thanksgiving
Juneteenth		

An employee entitled to holiday pay shall receive a portion of said pay during the week of June 1 of each year and the remainder the week of December 1 of each year.

Holiday pay shall be one quarter of the employee's basic weekly salary and shall be paid to each employee over and above his weekly salary whether he works the holiday or is on vacation, injury leave or sick leave. Compensation paid to employees for holidays shall be included as regular compensation for deduction purposes toward retirement, as set forth in General Laws, Chapter 84, Acts of 1969, Amended 1971.

ARTICLE 8

LONGEVITY

- A. Longevity increment shall be granted to each full-time employee at the completion of each five (5) years full-time employment.
- B. The increment shall be three (3%) percent of the base pay in effect at the completion of five (5) years of full-time employment; six (6%) percent of the base pay in effect at the completion of ten (10) years of full-time employment; nine (9%) percent of the base pay in effect at the completion of fifteen (15) years of full-time employment; twelve (12%) percent of the base pay in effect at the completion of twenty (20) years of full-time employment; fifteen (15%) percent of the base pay in effect at the completion of twenty-five (25) years of full-time employment. The maximum increment shall be received at the completion of twenty-five (25) years of employment.
- C. The longevity increment shall in no way be considered a part of the salary rate for Civil Service purposes.
- D. The Longevity increment shall be used in conjunction with and applied to terminal leave for purposes of computing retirement rights under the Middlesex County Retirement System.
- E. Effective January 1, 1989, any new employee covered by this agreement will earn longevity pay to be added to the base pay in effect as shown in Appendix A for every five-year increment of continuous service as an employee covered by this bargaining agreement. The maximum longevity pay will be \$3,700.00 per year after the completion of 25 years of continuous service in accordance with paragraph F below.
- F. Effective July 1, 2015 members covered by paragraph E above hired after January 1, 1989

but before October 1, 2013 will increase longevity pay to be added to the base in effect as shown in Appendix A for every five (5) year increment of continuous service as follows:

	Current
After 5 Years	\$ 1,600.00
After 10 Years	\$ 2,100.00
After 15 Years	\$ 2,600.00
After 20 Years	\$ 3,100.00
After 25 Years	\$ 3,700.00

Maximum Longevity pay will be \$3,700.00 per year after completion of 25 years of continuous service.

- G. A longevity increment shall be granted to each full-time employee hired after October 1, 2013 at the completion of each five years' of full-time continuous employment for the Town of Tewksbury. The increment shall be:

Effective July 1, 2023

3.00% of the base pay plus education incentive in effect at the completion of 5 years of full-time employment,

5.50% of the base pay plus education incentive in effect at the completion of 10 years of full-time employment,

8.50% of the base pay plus education incentive in effect at the completion of 15 years of full-time employment,

10.00% of the base pay plus education incentive in effect at the completion of 20 years full-time employment,

12.75% of the base pay plus education incentive in effect at the completion of 25 years of full-time employment.

Job Related Experience: Members with 20 years of experience without education will have a factor of 3% added to their base pay only for the purpose of calculating Longevity.

The maximum increment shall be received at the completion of 25 years of employment. The longevity increment shall in no way be considered as part of the salary rate for civil service purposes.

The longevity increment shall be included for all applicable purposes in determining any and all rights under the Middlesex County Retirement fund.

An employee hired before October 1, 2013 may participate in the new percentage longevity program by notifying the Fire Chief by December 31, 2013 and they will no longer be eligible for benefits under, Article 9 Sick Leave, Section F, Article 14 Terminal Leave and the last two paragraphs in Appendix A Salary Schedule (the 3.5% increase in the last three years). Once an employee hired before October 1, 2013 participates in the percentage longevity plan they cannot opt out. Any employee who is interested in participating in this program must inform the Fire Chief by December 31, 2013, the decision will be final and their effective date of their change will be July 1, 2014. After December 31, 2013 no further opportunities will be allowed to collective Bargaining Members hired prior to October 1, 2013 to participate.

Other employees who are interested in participating in this longevity program can do so but they will not be eligible for any of the benefits an employee who was hired before October 1, 2013. Any employee who is interested in participating in this program must inform the Fire Chief by December 31, 2015, the decision will be final and their effective date of their change will be July 1, 2016. After December 31, 2015 no further

opportunities will be allowed to Collective Bargaining Members hired prior to October 1, 2013 to participate.

The CBA effective July 1, 2018 has increases in the new percent longevity plan. Other employees who are interested in participating in this longevity program can do so but they will not be eligible for any of the benefits an employee who was hired before October 1, 2013. Any employee who is interested in participating in this program must inform the Fire Chief by June 8, 2018, the decision will be final and their effective date of their change will be July 1, 2018. After June 8, 2018 no further opportunities will be allowed to Collective Bargaining Members hired prior to October 1, 2013 to participate.

ARTICLE 9

SICK LEAVE

Section 1. Occupational

- A. Occupational injury leave shall be granted, pursuant to Chapter 41, §111F of the General Laws of Massachusetts, and no period of such leave shall be charged against sick leave.
- B. Limited duty maybe allowed for occupational or non-occupational illness or injury, with the written permission of both the employee's and the department's doctors and the permission of the Chief. Such duties may include, depending upon the needs of the Fire Department as determined by the Fire Chief, dispatching, clerical assistance, research, inspections, and any other similar type of work, but not to include emergency response. Such assignments shall be enhancing the ability of the Fire Department to fulfill its mission. The provisions of this article shall not be construed to impair the rights of employees or the Town under C.41, §111F or c. 32B of the General Laws.
- C. The Town agrees to establish a separate account under the control of the Town Manager to pay occupational medical bills in a timely manner. The provisions of this paragraph shall not be construed to impair the rights of employees or the Town under Chapter 41, §111F or Chapter 32B of the General Laws.
- D. A member of the bargaining unit whose regular duty, or whose specific duty on a given tour, exposes him/her to close contact with a person who is known to (or later established) to have had a contagious disease at the time of such contact, in a fire rescue, EMS, or similar context, and which member contracts the same contagious

disease within a scientifically defined reasonable time period after performance of such duty, shall be presumed to have contracted the such disease in the performance of such duty for purposes of injury leave, unless the contrary be shown by competent evidence. The term contagious disease shall mean only the disease of HIV, tuberculosis, MRSA, meningitis and hepatitis.

Prior to injury leave being granted pursuant to this article, such employee must be deemed incapacitated for duty by the employee's physician. The Town shall have the right to have such employee examined by the Town's physician to determine whether such employee is incapacitated for duty.

Section 2. Non-Occupational

- A. Every employee occupying a full-time position subject to this contract shall be allowed by the Chief of the Department sick leave with pay for a period equal to the time accumulated as provided by this contract, provided said sick leave is caused by sickness or injury, exposure to contagious disease, or on account of serious illness of the employee's immediate family, defined as follows: father, mother, wife, son or daughter, and also, if living in the same household, sister, brother, mother-in-law and father-in-law.

Sick Leave is a benefit and is to be used only when an employee is sick. The intent of this article is not to confer on employees the privilege of taking an additional 15 days off.

- B. Sick leave allowed under the provisions of the preceding paragraph shall be cumulative at the rate of 1 ¼ days per month.
- C. Exceptional emergency in the immediate family (as defined under death benefit) or

other compelling personal commitment, such absence will normally not be in excess of one (1) working day.

- D. When absence by reason of sickness or injury is for a period of more than three (3) working days, the Chief of the Department shall require said employee to file a Certificate of Disability, signed by a regular licensed and practicing physician, Nurse Practitioner, Physician's Assistant or chiropractor, before the employee shall be entitled to compensation as herein provided. The Chief of the Department may, however, require aforementioned certificates for any period less than three (3) working days if he deems it to be in the interest of the Department.
- E. Should an employee work continuously for a six-month period during a fiscal year and not partake of any sick leave, said employee shall be allowed one day not deducted from sick leave for personal business. Said day shall be taken after forty-eight (48) hours' notice to the Chief or his designee. It is specifically understood that there shall only be one day taken for the aforementioned absence from sick leave during a fiscal year. This section shall not apply to Occupational Sick Leave, set forth in Section 1 above, or any employee's donation to sick leave bank, in Section 3 below. Said day shall be added to accumulated sick leave if not taken by the end of the fiscal year. An employee who participates in the new percentage longevity program and those employees hired after October 1, 2013 will not be eligible for the provisions under Section E. Once an employee participates in the percentage longevity plan they cannot opt out.
- F. Sick Leave Bonus Program — Effective July 1, 1988, the Tewksbury Fire Sick Leave Bonus Program will be adopted. If an employee covered by this agreement uses no

sick leave during the fiscal year (July 1 to June 30), the employee will be entitled to convert four (4) sick days of unused sick leave into pay. Once an employee covered by this agreement accumulates more than 165 sick days he/she will be entitled to convert four (4) sick days of unused sick leave into pay only in the following fiscal year.

The following schedule will apply:

Sick Leave Used During Fiscal Year	Sick Leave to be Converted to Vacation
0	4 Days
1	3 Days
2	2 Days
3	1 Day
4	0 Day

- G. Employees hired after October 1, 2013 will not be eligible for benefits under Section 2 Paragraph F. An employee hired before October 1, 2013 may participate in the new percentage longevity program by notifying the Fire Chief by December 31, 2013 and they will no longer be eligible for benefits under Section 2 Paragraph F. Once an employee hired before October 1, 2013 participates in the new percentage longevity plan they cannot opt out.

Whenever a firefighter permanently leaves the employment of the Tewksbury Fire Department all accumulated time such as vacation, court, holidays, and all other pay due the employee shall be paid for at the established rate of pay for that time. It shall be paid to the individual or, in the event of his/her death, to his/her estate.

Section 3. Sick Leave Bank

By agreement there is established a sick leave bank from which employees who have exhausted their sick leave accumulation can draw additional sick leave benefits. Employees may contribute to this bank, on a voluntary basis, from their accumulated, unused sick leave credits. Procedures and standards for employee contribution to the bank shall be determined by the Union.

Employees must contribute to the bank in order to be eligible to draw from the bank. An alleged violation of this section shall not be subject to the grievance and arbitration procedure.

ARTICLE 10

DEATH BENEFIT

- A. Payment shall be made to employees, not to be deducted from sick leave, for the death of a member of the immediate family normally defined as follows:
- Father, mother, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, step-parents and step-children, and other relatives living in the employee's household. Such absence will not normally be in excess of two (2) twenty four (24) hour shifts.
- B. One (1) twenty four (24) shift of funeral leave shall be granted to employees, not to be deducted from sick leave, for the death of an aunt, uncle, niece, or nephew.
- C. In exceptional circumstances, the Chief shall have the discretion of granting an additional day.
- D. Funeral and burial expenses shall be subject to Section 100G of Chapter 41 of the General Laws of Massachusetts, which provides for payment of funeral and burial expenses of firefighters killed in the performance of duties.
- E. Widow and children survivor benefits shall be as set forth in Chapter 32, Section 12B of the Massachusetts General Laws.

TO BE

ARTICLE 11

INSURANCE: HOSPITAL AND SICKNESS PLAN

AMMENDED

The Town agrees to enter into a medical insurance contract with a reputable company licensed to do business in the Commonwealth and recognized by the Insurance Commission of the Commonwealth, the plan to be a Master Medical Coverage Plan under Chapter 32B, adopted by townspeople by vote at the Town Meeting March 5, 1960. Fifty percent (50%) hospitalization insurance to continue to be paid by the Town for the widow of any employee losing his life in the line of duty. In the event, however, should the widow remarry, then the said Town shall cease to pay hospitalization insurance. The employee's share of hospital insurance and life insurance premium payments shall be deducted weekly from the employee's salary.

INSURANCE: Hospital and Sickness Plan

1. All active and retired Town employees who participate in Town health insurance programs, as well as all future participants in said health insurance programs, shall, beginning July 1, 1989, select one of the following Blue Cross/Blue Shield plans: Master Medical, Master Health Plus and Master Health Preferred. Any participant in said plans can switch plans on said anniversary date of July 1 of each year. For funding purposes and employee contribution purposes, the Town will use the Master Health Plus rate as a melded rate for the three plans; in the event the Town desires to use a different rate other than the Master Health Plus rate, the lawn wilt meet and discuss with and obtain agreement from a group consisting of a

representative from each union, and this is not intended to supersede paragraph 4.

HMO plans will not be offered by the Town, and employees agree not to participate in them if the Town offers them unless this agreement is amended for that purpose.

2. For all active and retired Town employees, as well as future Town employees, the Town, beginning July 1, 1989, agrees to offer a dental benefit, outlined in the Blue Cross/Blue Shield proposal of April 12, 1989, as Option 11 with a 90%, 80%, 70% coverage based on the type of work to be done, with a \$25 co-payment and a \$750 maximum per family member. Furthermore, said dental plan will cover dependent students to age 23, periodic exams, and orthodontic coverage (to age 19) with a lifetime maximum benefit of \$1000 per family member.
3. For participants in the Master Health Plus program, the Town will pay 100% of the cost of the physical rider under Option IV of the April 12, 1989, Blue Cross/Blue Shield proposal.
4. The contribution rates for health insurance and dental insurance as outlined in paragraphs 1 and 2 will be the following:

	TOWN	EMPLOYEE
FY90	70%	30%
FY91	75%	25%
FY92	75%	25%
FY93	80%	20%
FY94	80%	20%

5. For participants in the Town's health insurance program, as well as future participants, the Town will institute a cafeteria plan for only health and dental premiums, provided the Town is granted approval for this.

6. For participants in the Medex plan, the Town will pay 100% of the Medex rate for FY90-FY94, and the retiree will continue to pay the Medicare Part B deductions.
7. Said agreement will cover the time period from July 1, 1989 - June 30, 1994, unless both the Town and the unions mutually agree to negotiate over this matter. Either party may reopen this agreement as of January 1, 1994, for purposes of amending this agreement and/or negotiating a successor agreement. Furthermore, said agreement will continue in effect after June 30, 1994 unless said agreement is amended, or a successor is agreed upon.
8. The Town will make available a supplemental group life insurance program available to certain other employee groups at no cost to the Town.

ARTICLE 12

LEAVES OF ABSENCE

Section 1. Jury Duty

While on jury duty, an employee shall receive an amount equal to the difference between his normal compensation and the amount, excluding travel allowance, received from the court.

Section 2. Military Leave

- A. Full-time employees of the Town who are called for state or federal military training forces shall be paid any differences in compensation between that drawn in a normal working period of two weeks in their regular town employment and the total compensation (excluding travel allowance) of the military duty.
- B. Such payment shall be limited to a period not to exceed two (2) weeks in any calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.
- C. A military leave of absence without pay shall be granted to any Town employee called to active duty with the state or federal armed forces for purposes other than the routine annual tour of duty for training purposes; also, seniority rights shall not be affected while this leave of absence is in effect.
- D. All members are covered under the Personnel By-Law, Section IV, Fringe Benefits, as it was amended at the 2005 Annual Town Meeting in Article 20.

Section 3. Maternity Leave

- A. The purpose of this article is to insure that members who are pregnant will be fully utilized in a capacity that will not endanger the member, the fetus, other members and officers or the general public. This article is intended to extend to the members

the option and opportunity to safely and effectively deal with a pregnancy.

Whenever a female employee of the Department becomes pregnant, she shall furnish the Fire Chief with a certificate from her physician stating the expected date of delivery.

- B. The Department and the Union recognize that pregnancy is not a disability. Each pregnancy is different and pregnant members have the right to be treated as individuals with respect to decisions about their ability to work based upon their individual pregnancies and their current assignments. We further recognize that both state and federal law prohibit discrimination on the basis of pregnancy. Accordingly, the fact that a firefighter or officer has become pregnant shall not be cause for an involuntary change in the terms and conditions of her employment.
- C. If the member believes that she is unable to perform the essential functions of her current assignment or is placing herself or other members' safety in jeopardy, as a result of being unable to perform the functions of her assignment, then said member may choose to be reassigned to other duties as outlined in section D. We further recognize that pregnancy is a personal and confidential matter. Any member who does disclose her pregnancy shall be entitled to have all information relative to the pregnancy kept confidential.
- D. The Department and the Union recognize that some members may desire a change in duties during their pregnancy because of concern for their health and safety and for the health and safety of their fetus. In addition, pregnant members may become unable to perform the essential functions of their position. Therefore, at the member's option, the Department will honor the request of any pregnant member

to be placed on the duties under this section. After the request is received the Department shall assign the member to non-hazardous administrative duties. Upon notification to the Fire Chief of the pregnancy, the employee shall be offered an alternative position involving non-firefighting duties, at no reduction in salary or benefits, for the duration of the pregnancy. The members would be assigned to the Chief and assigned duties, as needed, within the regular business of the Fire Department. These duties may include:

1. General clerical work
2. Public Relations
3. Fire Prevention Duties
4. Such other assignments which may be agreed upon by the members, the Union and the Chief.

These assignments shall be on an administrative schedule Monday through Friday from 0800hrs to 1600hrs. The member would continue to wear the department uniform until it becomes impractical to do so. That time would be determined by the member and the Chief. At that time, the member may wear maternity clothing appropriate for the office.

- E. The member will continue to receive all incentives, benefits and stipends she was receiving prior to the re-assignment, Ambulance EMT pay, etc., unless she is replaced on the rotation or if she moves into an unpaid leave status.
- F. The member may choose to participate in any part or all of this benefit without forfeiting any rights the member had prior to the signing of this contract.
- G. The member shall be eligible to use accumulated leave, including accumulated sick

leave, sick leave bank grants or leave without pay during her period of absence related to pregnancy or delivery. Members will be entitled to all benefits and rights under the Federal Family and Medical Leave Act and the Massachusetts Family and Medical Leave Act.

ARTICLE 13

CLOTHING ALLOWANCE

Effective July 1, 2016 the Uniform allowance plus the clothing allowance as outlined in and agreed upon side letter dated April 4, 2002 will no longer be paid as a separate check and will be included as regular compensation. Effective July 1, 2016 each bargaining unit member shall be responsible for maintaining their uniforms and dress uniforms in accordance with policies, rules, and regulations of the Fire Department.

- A. Chapter 40, Section 6B of the General Laws, Uniform for Police and Firefighters, adopted by townspeople by vote at Town Meeting March 18, 1970. A city or town which accepts or has accepted this section may appropriate money for the purchase of uniforms for members of its police and fire departments which shall include the purchase of rubber boots (both hitch and hip type) and other outer clothing necessary for the use of members of the fire department when traveling to or from or during the course of their employment, including gloves and eye shields and any other item or safety agreed upon by the Chief and the safety committee or Local 1647, and to make replacements as deemed necessary by the Chief of the Department.
- B. The Chief of the Department will purchase initial uniforms and dress uniforms for new hires to include three pants, three short sleeve shirts, three long sleeve shirts, one jacket with liner, one hat, one pair of safety shoes.

ARTICLE 14

TERMINAL LEAVE

Any employee of the Tewksbury Fire Department who retires shall be allowed a portion of his accumulated sick leave as terminal leave. Computing the amount of terminal leave to be allowed a retiring employee, the following formula shall be used:

Forty percent (40%) of unused accumulated sick leave to be paid at time of retirement at the rate of one-quarter of the retiree's basic weekly pay.

Any new employee hired after January 1, 1989, and covered by this agreement shall have his terminal leave capped at 40 %(forty percent) of 165 (one hundred sixty-five) days unused accumulated sick leave to be paid at the rate of $\frac{1}{4}$ (one quarter) of the employee's base weekly pay.

The Town will pay terminal leave in the fiscal year that follows the calendar year in which the Town Manager received notice of the employee's intention to retire. In the event of extenuating circumstances, the union may request the Town Manager to pay terminal leave in the fiscal year in which the employee dies or retires.

Employees hired after October 1, 2013 will not be eligible for benefits under Article 14. An employee hired before October 1, 2013 may participate in the percentage longevity program by notifying the Fire Chief by December 31, 2013 and they will no longer be eligible for benefits under Article 14. Once an employee hired before October 1, 2013 participates in the percentage longevity plan they cannot opt out.

ARTICLE 15

PHYSICAL EXAMINATION

- A. All new employees hired after July 1, 1988, shall be prohibited from smoking on the job.
- B. All new employees hired after January 1, 1989, shall submit to a full pre-employment physical and psychological examination.
- C. Each employee in the bargaining unit shall be required to submit to a complete physical examination every two years at Town expense. All new employees hired after January 1, 1989, who fail a physical examination and two subsequent physical examinations will be terminated. In order to be eligible for any promotion, the employee applying for said promotion must submit to and pass a complete physical examination.
- D. Any employee who fails a physical examination shall undertake corrective action.

ARTICLE 16

PERSONAL DAYS

Each full-time regular member of the Fire Department shall be entitled to three (3) personal days off each fiscal year, which shall not be deducted from accumulated sick leave. Personal days off shall be with the prior approval of the Chief of the Fire Department, and they shall not be accumulated from year to year.

New hires shall receive one (1) personal day at date of hire and a second and third personal day at their six-month anniversary. In the first year for new hires hired after December 31st, one (1) personal day will be received at date of hire the following July 1st they will receive three (3) personal days. Under no circumstances shall an employee receive more than three (3) personal days in a fiscal year.

ARTICLE 17

**FIREFIGHTER'S CAREER INCENTIVE PAY
FOR FIRE SCIENCE DEGREE PROGRAM**

- A. It is agreed that a career incentive pay program be established for the regular full-time employees enrolled in or having completed degrees in: emergency management; fire science; fire administration; public administration; business administration; management; nursing; paramedic medicine; engineering (civil, chemical, structural, electrical, building construction, or fire prevention); chemical, physical, or biological sciences; or computer science. If you have multiple conferred degrees, the Town will only credit the highest degree.
- B. A Board consisting of the Town Manager, the Fire Chief, and the Superintendent of the School Department shall be established who shall approve the course of study and the educational institution, subject to the accreditation restrictions set forth below. The Board shall designate the employees who shall be entitled to career incentive payments, and the decision of the Board shall be final, not reviewable or appealable, and not subject to the grievance procedure of this Agreement. The decision of the Board must be unanimous.
- C. The firefighter's career incentive base salary increase shall be predicated on the accumulation on points earned in the following manner: one (1) point for each semester hour's credit earned toward a baccalaureate or an associate degree; sixty (60) points for an associate degree; one hundred twenty (120) points for a baccalaureate degree; and one hundred fifty (150) points for a degree of master, all in degree programs as stated in paragraph A above. All semester credits and degrees shall be

earned in an educational institution accredited by New England Commission of Higher Education, Council of Higher Education or United States Dept. of Education.

- D. Base salary increases for persons employed in the Fire Department and covered by this Agreement shall be granted in the following manner: a one and one-half (1 ½%) percent increase for ten (10) points so accumulated, a three (3%) percent increase for twenty-five (25) points, a five (5%) percent increase for forty (40) points, a seven and one-half (7 ½%) percent increase for sixty (60) points, a nine (9%) percent increase for ninety (90) points, a ten (10%) increase for one hundred and twenty (120) points, and fifteen (15%) percent increase for one hundred and fifty (150) points so accumulated.
- E. The said board shall certify the amount of each incentive salary increase to be allocated to the members of the Tewksbury Fire Department on or before the 30th day of June each year, credit retroactive to date of earned credits or degree arc certified by the educational institution.
- F. Such increment to the base salary shall be used to calculate overtime pay and retirement benefits.

ARTICLE 18

EMERGENCY MEDICAL TECHNICIAN'S INCENTIVE PAY

Section 1. With effect on July 1, 2024, the Town shall pay to unit members duly certified as Emergency Medical Technicians and assigned by the Fire Chief to the EMT Rotation the EMT Incentive Pay shall be 7.5% (seven and a half per cent) of the top Firefighter's base pay as stated on Appendix A. In the event an employee duly certified as an emergency medical technician is assigned to replace a unit member assigned to the EMT rotation, such employee shall receive a pro rata portion of the EMT Incentive Pay, and the replaced employee's incentive pay shall cease. Effective July 1, 2025 8.0% effective July 1, 2026 9.0%.

Section 2. The EMT Incentive Pay shall be paid in lieu of any and all overtime compensation and expense reimbursement that a firefighter may otherwise request due to the time and costs associated with obtaining and maintaining certification, as well as the cost thereof previously assumed by the Town. Any firefighter hired on or after July 1, 1976, is required to have and maintain certification as an EMT until the Chief no longer assigns the firefighter to the EMT rotation.

Section 3. The Town shall not require any member not assigned to the EMT rotation and over the EMT Rotation limit to hold or maintain EMT certification. Any member who voluntarily holds or maintains EMT certification shall receive 6.5% (six and a half per cent) of the individual firefighter's base pay as stated on Appendix A as a Certification Incentive Payment. Certification Incentive Payment is available only to those not assigned to the EMT Rotation and is not to be included in the calculation for longevity payments The Town shall not be obligated to retrain any member who does not maintain EMT certification and then wishes to regain certification.

Effective July 1, 2025 7% Effective July 1, 2026 8%

Section 4. With effect on July 1, 2024, the Town shall pay to unit members duly certified as Paramedics and assigned by the Fire Chief to the EMT Rotation a Paramedic Incentive Pay of 11.5% (eleven and a half percent), July 1, 2025 12%, July 1, 2026 13% of the top Firefighter's base pay as stated on Appendix A. The Town shall pay to unit members who are duly certified as Paramedics and not assigned to the EMT Rotation a Paramedic Incentive Pay of 9.5% (nine and a half per cent) of the Firefighter's base pay as stated on Appendix A July 1, 2025 10%, July 1, 2026 11%. The Paramedic Incentive Pay shall replace any EMT Incentive Pay and not be additive. The Town will not require anyone to be a Paramedic.

Section 5. As of the date of execution of this Agreement, the Chief will assign the 16 (sixteen) junior EMT firefighters to the EMT rotation. The rotation may be increased by the number of bargaining unit member(s) the town has to fill new (additional) position(s) after July 1, 2004, to a maximum of 24 (twenty-four) junior EMT's on the rotation. At such time as the bargaining unit is reduced for a period longer than three months, the EMT rotation shall be reduced by the number the unit is reduced.

ARTICLE 19

MUTUAL AID FOOD

There shall be included in the budget of the Fire Department a line item in the amount of One Hundred Fifty (\$150.00) Dollars for the purpose of purchasing food for fire companies from other municipalities who have responded to aid the Tewksbury Fire Department and for overtime companies.

ARTICLE 20

PERSONNEL FILES

No material relating to an employee's negative conduct, service, character, or personality shall be placed in the member's personnel file unless the employee first has an interview with the Chief of the Department. The employee may have union representation in attendance if he desires. By appointment, and after proper identification, an employee shall have the right to examine his file, and the employee shall indicate in writing the date of the examination and affix his signature. Personnel files shall be confidential and may be open to examination only to the Chief of the Department, the Town Manager, the Board of Selectmen, and the employee or his designee. The Board of Selectmen will have access to personnel files for evaluation and promotion purposes only. Prior to the release of personnel files to a member(s) of the Board of Selectmen, an employee will have the opportunity to review with the Fire Chief their personnel file and exclude personal material, but cannot exclude attendance records, disciplinary actions, and evaluation reports prior to the release of the personnel file to a member(s) of the Board of Selectmen and said employee will be in attendance. Medical records shall be kept in a confidential and separate Personnel file and may be open to examination only to the Chief of the Department and the employee as provided above.

ARTICLE 21

Section 1. Salary Plan

- A. Bargaining unit employees shall be compensated according to the rates of pay set forth in Appendix A. These rates of pay shall be for a forty-two (42) hour work week.
- B. Employees promoted to a higher classification to fill a vacancy shall be advanced to the next increment in the salary scale above their former pay rate. Employees acting in a higher ranking position for one shift or up to one tour will be compensated at a flat rate of \$55 per shift.
- C. All new employees will be eligible to receive their first step increase six months after their date of hire; appointment to full-time acting positions immediately preceding permanent promotion to that rank will be considered credible time in-grade for the purposes of step increases. Thereafter, the employee shall advance to the next step each July 1 until he or she reaches the maximum step. Eliminate Step 2 for Captains and Lieutenants and Steps 3 and 4 will be renumbered as steps 1 and 2. Promoted individuals will start at step 1 and move to step 2 after 1 year in the new position.
- D. Any employee who is directed to replace an incumbent in a higher grade shall receive only the next step increase of the rank above his present base salary.
- E. Both parties agree the Chief of the Department shall not fix the salary of any employee in a classified position except in accordance with the salary plan of this contract.

- F. A thirteen percent (13%) differential shall exist between each grade.
- G. Specialist Pay - Anyone designated by the Fire Chief and the Town Manager to serve in a specialist position, such as mechanic, fire prevention officer, right-to-know coordinator, etc. as designated by the Fire Chief and Town Manager, shall be paid as follows:
 - 1. Specialists still working on shifts shall be paid an extra 4% of the highest step of their base pay in effect as shown in Appendix A.
 - 2. Specialists working only days as directed by the Fire Chief shall be paid an extra 12% of the highest step of their base pay in effect as shown in Appendix A.

The Fire Chief shall designate a Mechanic Specialist working on one of the shifts in accordance with Section G(1) for the purpose of performing, within their capabilities, maintenance and repairs of the Fire Department apparatus and equipment.

- 3. The Fire Chief shall designate and maintain two (2) Emergency Medical Technician Coordinator Specialists working on one of the shifts in accordance with Paragraph G Section 1 of Article 21. Said EMT Coordinator Specialists shall be responsible for the scheduling of continuing education courses for the Department's EMT's, ordering and tracking medical supplies, ensuring that the Town's ambulances meet State regulations regarding supplies and equipment on board, scheduling refresher and recertification courses, conducting quarterly certification classes for defibrillator card holders, conducting annual CPR courses for all members of the Department, reviewing ambulance run sheets for

completeness and accuracy, and maintaining records concerning infectious waste disposal. At a minimum one (1) of the two (2) EMT Coordinator Specialists shall be on the ambulance rotation. Any overtime for training other shifts shall be with the prior approval of the Chief of the Fire Department.

4. Training Officer – The Fire Chief may designate and maintain a Training Officer Position working on one of the shifts in accordance with Paragraph G Section 1 of Article 21. The Training Officer shall be responsible for the scheduling and organization of the instruction program for firefighter training. Any overtime for training other shifts shall be with the prior approval of the Chief of the Fire Department.
5. The Fire Chief shall designate and maintain an S.A.F.E. Coordinator Specialist working on one of the shifts in accordance with Paragraph G Section 1 of Article 21.
6. All Specialist positions shall be reposted every two (2) years on June 1st. The posting will be at each of the Stations and will be for fourteen (14) calendar days. The Chief will make a decision no later than July 1st and nothing shall prohibit the current specialists from reapplying or being reappointed to said position. The Fire Chief reserves the right to post a specialist position within the two years if he deems necessary.
7. The Chief may designate and maintain an Internet Technology/ Radio Specialist working on one of the shifts in accordance with Paragraph G Section 1 of Article 21. Said person will be responsible for providing support to the Chief

and Executive Secretary as it pertains to computers both in house and mobile, keeping the computers current with updates as needed. Also the responsibilities will include assisting with radio issues. For any training that is required while off duty it will be paid at an overtime rate with approval of the Chief.

- H. Any employees hired after October 1, 2013 will not be eligible for benefits under, Article 9 Sick Leave, Section F, Article 14 Terminal Leave and the last two paragraphs in Appendix A Salary Schedule (the 3.5% increase in the last three years). Also an employee hired before October 1, 2013 may participate in the new percentage longevity program by notifying the Fire Chief by December 31, 2013 and they will no longer be eligible for benefits under, Article 9 Sick Leave, Section F, Article 14 Terminal Leave and the last two paragraphs in Appendix A Salary Schedule (the 3.5% increase in the last three years). Once an employee hired before October 1, 2013 participates in the percentage longevity plan they cannot opt out.

Section 2. Extra Paid Details

The Extra Paid Detail Rate will change to \$65 per hour for all Collective Bargaining members. The Town shall maintain and fund a paid detail pool with \$2,000.00 to minimize the delay in paying unit members for detail work. For all Private details members shall be paid a (4) four hour minimum.

Section 3. Massachusetts Fire Academy Training

With prior approval of the Fire Chief, all members of the collective Bargaining Unit will receive their hourly rate of pay upon completion of up to 25 hours for a of Massachusetts Fire Academy training course or an equivalent organization

approved by the Chief, in a given Fiscal Year provided that no training is duplicated within a two-year period. The Town will not pay overtime for members to attend classes. The Chief or his designee will be provided with requisite participation documents by June 30 each fiscal year. Payments will be paid monthly as members submit their participation documents. The Chief may pay a member of the Collective Bargaining Agreement more than the 25 hours at the Chief's sole discretion and if funding is available. This action will not be precedent setting and is non grievable.

ARTICLE 22

GRIEVANCE PROCEDURE

A grievance is a dispute which arises between the parties concerning an alleged violation of a specific provision of this Agreement. Grievances shall be resolved in the following manner:

Step 1: The aggrieved employee or the Union shall present the matter informally to the Fire Chief or his designee for adjustment within seven (7) days after occurrence thereof

Step 2: If no satisfactory resolution is made in Step 1, the aggrieved employee or the Union shall reduce the grievance to writing and file a copy of same with the Fire Chief and the Town Manager within seven (7) days. Within seven (7) days of the filing of said grievance, the employee must elect his remedy as between civil service or this contract grievance procedure.

Step 3: If the Chief fails to act upon said grievance within twenty-one (21) days of presentation, or after an unsatisfactory response, the grievant shall bring the grievance before the Town Manager within seven (7) days.

Step 4: If the Town Manager fails to act upon said grievance within twenty-one

(21) days of presentation, or after an unsatisfactory response, the grievant shall notify the Board of Selectmen within fourteen (14) days of his intention to proceed to arbitration. The grievant must present the grievance to arbitration before the American Arbitration Association and, pursuant to its rules, within twenty-one (21) days after notifying the Board of Selectmen.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

The cost of the arbitrator shall be borne equally by the parties. Any grievance not presented within the times set forth within this procedure shall be deemed waived. The parties, however, may mutually agree to extend the time limits set forth above.

ARTICLE 23

TOWN-WIDE SAFETY

The parties agree that for firefighting protection for all areas of the Town, the firefighting complement will be at the North Station one lieutenant and two firefighters; at the South Station one lieutenant and two firefighters; at the Central Station two EMT/Firefighters assigned to the Ambulance and a lieutenant, two firefighters and a captain to oversee the entire firefighting and ambulance complement. In the case of unforeseen circumstances and/or fiscal restraints, the closing of a sub-fire station(s) on a temporary basis will be the first action taken by the Chief of the Department.

Both parties agree that the North Fire Station shall be exempt from Article 23 "TOWN-WIDE SAFETY" of the Collective Bargaining Agreement until October 15, 1997, provided that no engine companies respond to any calls for assistance with less than one lieutenant and two firefighters on board.

ARTICLE 24

RIGHTS AND PRIVILEGES

All other job benefits heretofore enjoyed by the employees under the law which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

All benefits accrued under this contract shall be paid to the estate of a deceased member.

ARTICLE 25

DURATION

This Agreement shall have a term of three years, from July 1, 2024, until June 30, 2027, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to amend or modify this Agreement is served by either party upon the other party at least sixty (60) days prior to the expiration thereof.

ARTICLE 26

SAFETY

- A. A joint Safety Committee shall be established composed of the Chief of the Department or his representative and three members of the Union, one of whom shall be an Officer.
- B. The Committee shall make recommendations to the Chief with regard to safety, including recommendations for changes to Departmental rules and regulations. Final authority remains with the Chief.
- C. The Committee shall meet quarterly or at such times as deemed necessary by the Committee.
- D. Recommendations in regard to uniforms, shoes, turn-out gear, equipment, maintenance procedures, and facilities shall be reported to the Chief prior to his budget-making process.
- E. The members of the Committee shall gather and post in the stations information relating to particular hazardous materials and conditions located within the area of the Department's firefighting operations. Hydrant locations, fire protection equipment and connections on private property, the g.p.m. flow test of town hydrants, and other pertinent information to improve the department's efficiency. The information shall be documented and distributed to the members of the department.
- F. It shall be the responsibility of every member to assure that his hair, as worn, shall not interfere with the use of his safety equipment, i.e., mask, fire hat, fire coat, etc.
- G. Length - hair may be combed to over the ear but may not be worn longer than the top of the earlobe. Hair may extend to, but not over, the collar. Hair may be styled, but in

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no case may such styling interfere with the use of safety equipment

- H. Sideburns - Sideburns may extend to the bottom of the lowest point of the earlobe with a maximum width that does not come in contact with the edge of the face piece of any breathing apparatus that is provided by the department.
- I. Mustaches - Mustaches are permitted with a maximum width that does not come in contact with the edge of the face piece of any breathing apparatus that is provided by the department. In no case shall sideburns, mustaches, or other hair be such as to interfere with the face piece seal.
- J. Beards - Beards are not permitted as they interfere with the face piece seal.
- K. General - It is recognized that the arduous physical duties of firefighting may occasion result in ruffling the hair and that some persons naturally have course, curly, bushy, or wavy hair. Such conditions do not within themselves constitute a violation of department rules. Questions of hair and hair styling that may constitute violations shall be determined by actual testing of the individual to determine if the use of safety equipment is being interfered with and if such violations exist.

ARTICLE 27

EVALUATIONS

The Chief may develop, implement, and from time to time amend a program for formal evaluation of bargaining unit employees. Each employee who is so evaluated will be provided a copy of the completed evaluation form, will have the opportunity to discuss the same with the evaluator, and will be required to sign the same to acknowledge receipt. An employee who is in disagreement with any observation or conclusion reflected in the evaluation form may attach hereto a statement. Evaluation forms may be given such weight as is deemed appropriate by management in connection with assignment, promotion, demotion, or any other personnel action.

The Union and the Town shall work cooperatively with respect to the evaluation form and procedures. In the event an employee disputes the conclusions of any evaluation form, it may be appealed to the Town Manager, whose judgment on the matter shall be final and binding on all concerned.

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ARTICLE 28

EMPLOYEE ASSISTANCE PROGRAM

Beginning January 1, 1994, provided sufficient funds are appropriated; the Town and Union shall select an employee assistance program for the benefit of both the Town and its employees. The Town shall pay fifty percent of the cost of this program and the employees shall pay fifty percent of the cost of the program.

The Tewksbury Firefighters Union Local 1647 and the Town of Tewksbury agree to the implementation of a Drug and Alcohol Policy effective July 1, 2018.

TOWN OF TEWKSBURY FIRE DEPARTMENT DRUG AND ALCOHOL POLICY

I. Introduction/Purpose

The Town of Tewksbury has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

The Town is obligated to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the Town's property, information, equipment, operations and reputation.

II. Prohibited Conduct

The following on-duty conduct shall constitute an offense under this Article.

- a. The possession, use, transfer, manufacture or sale of any illegal drug.
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
- c. Driving under the influence of alcohol or drugs.

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- d. Reporting to work with the metabolite of an illegal substance in the body, the presence of a .04 alcohol content or greater, or impaired by drugs or alcohol.
- e. Distributing alcohol or drugs on town property on or off duty.

III. Prohibited Drugs

Prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization also violates this policy and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and/or efficiently. Any questions or doubts should be raised with the Town Administrator.

IV. Drug and Alcohol Testing

- 1. Employees are required to submit to drug and/or alcohol testing in the following situations:

- a. New Hires:

Each new employee will submit to a drug test after an offer of employment has been made and prior to the date of hire.

- b. Reasonable Suspicion:

When the Town has reasonable, individualized suspicion to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. The fire fighter shall be afforded the opportunity to request that a union representative be notified that the town is requiring the fire fighter to be tested for the presence of non-prescribed drugs, controlled substances or alcohol. In addition, the fire fighter may request that a member of the IAFF Local 1647 accompany them to the test, but in no event shall this request delay the employee from immediately proceeding to the testing location and being tested. Reasonable suspicion must be based on specific, objective facts and reasonable inferences drawn from those facts.

When: If a supervisor has reason to believe that the employees' behavior or appearance may indicate your misuse of alcohol and/or use of controlled substances, the employer must test for alcohol and/or controlled substances.

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Testing for reasonable suspicion is based on:

The observances of a trained supervisor Specific, extemporaneous, clearly-stated observations concerning the employee's appearance, behavior, speech or body odor Observations made for alcohol testing shall be made any time you are at work. For purpose of this policy all supervisors will be required to attend reasonable suspicion training. Where deemed possible by the first observer, a second observer's opinion will be sought.

Important Points:

- The trained supervisor who makes the observation(s) and determines that reasonable suspicion testing should be done may not conduct the test on the employee. The test should be done within two (2) hours.
- The employer shall prepare and maintain on file a record stating the reasons why the test was not administered within two (2) hours.
- Alcohol testing for reasonable suspicion should be done within two (2) hours of the observation. Alcohol tests that cannot be administered within eight hours of the observation(s) shall not be done, and a record shall be filed as above.
- A written record by the person observing shall be made of the observation(s) leading to an alcohol and/or controlled substance test and signed by such supervisor or management employee so trained who made the observation(s).
- The disciplinary penalties listed in this Policy are for positive tests. The Town reserves the right to impose additional discipline for the underlying conduct of any employee. By way of example this means that if an employee is involved in an incident that independently warrants the imposition of discipline and the employee tests positive for alcohol or drugs the employee will be disciplined in accordance with this policy and the employee may be further disciplined for the conduct that led to a supervisor determining that the employee should be tested.

c. Post-Incident:

Any employee Involved in a motor vehicle accident with "accident" being defined as an event which:

- (a) occurs on Department property, on Department business or during working hours; and
- (b) initially appears to have been caused wholly or in any part by an employee; and
- (c) results in either:
 - (i) fatality;
 - (ii) any injury requiring medical treatment away from the scene of the event; or
 - (iii) damage to property in estimated to be in excess of \$7,500.00 may be directed by the Town to submit to a drug and/or alcohol test.

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d. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct and considered a failed test.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing site for a breathalyzer test. A breathalyzer test will be administered by a qualified operator. The employee's alcohol level shall be reported to the Town immediately.

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed to report to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

Drug testing shall be conducted by analyzing a fire fighter's urine specimen. Each urine specimen will be subdivided into two bottles labeled as primary and split. Both bottles will be sent to the testing facility. Only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the testing facility. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the fire fighter has 72 hours to request that the split specimen be analyzed. The second test shall employ a methodology different from the first test, which shall be equal to the reliability of (GC/MS) gas chromatography mass spectrophotometry or greater. If it produces a negative test result, the Town will cover the costs of this split specimen analysis, otherwise the fire fighter will be expected to cover the cost incurred by the split specimen analysis.

b. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified

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medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Town Administrator or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the medical professional who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative." The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory:

The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government.

V. Appeal of decision to Test Under "Reasonable Suspicion".

1. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the Fire Chief or the Supervisor at the time a specimen is provided by the employee.
2. The dispute shall be submitted by the employee, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two business days from when the sample is taken. The Fire Department shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article. The employee and the Department shall be entitled to representation at the hearing, the employee by the

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Union, the Department by counsel or by the Supervisor. The employee and the Union shall have the right to refute any of the reasons articulated.

3. An appeal shall not delay the testing process.

Should the Town Manager determine that there was not "reasonable suspicion" to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

VI. Searches

The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, tool boxes, Town vehicles, lockers, or in other Town-owned or controlled containers on the premises that may conceal substances prohibited by this policy. Employees have no expectation of privacy in such areas however there must be reasonable suspicion in order to conduct a search.

VII. Enforcement

What Are The Consequences Of An Employee Violating The Alcohol Or Drug Prohibition?

An "Independent Offense" includes: an employee who actually tests positive for alcohol and/or a controlled substance (drug) and/or fails to take the test without justification, such an employee who so fails and/or refuses to take such test(s), as defined herein, when required or who refused to sign a testing form is deemed to have tested positive for alcohol and/or a controlled substance (drug). An "Independent Offense" shall further include any positive testing of an employee for alcohol and/or a controlled substance drug under post- accident testing, reasonable suspicion testing and any failure/refusal deemed to be a positive test, including any follow-up testing of an employee as required by the terms of this Agreement and/or required by the SAP.

1. Alcohol Violations:

First Offense: Upon receipt of information that an employee has tested positive for alcohol or has failed to take the test without justification and/or refused to be tested, as defined herein, or to sign the testing form, he or she shall be deemed to have tested positive, the employee shall be immediately removed from all his/her work duties and shall remain off duty until he or she has tested clean (i.e., a reading less than .04) and is approved to return to work by the Substance Abuse Professional (SAP)/MRO. The employee shall immediately, upon notification that he or she has tested positive or is deemed to have tested positive as described above, contact the Town's Employee Assistance Program (EAP) administration and fully cooperate with the EAP and the Substance Abuse Professional (SAP)/MRO. The employee shall follow the treatment and care prescribed by the SAP/MRO. Once an employee is under the care of the SAP/MRO the employee is eligible to utilize his/her accrued and/or accumulated vacation and/or personal leave if any, and up to six shifts of sick leave, but only until the SAP/MRO informs the Human Resources Director or applicable designated management that the ~ employee is available to return to work. An employee who tests positive shall be suspended for two twenty-four hour shifts.

Second Offense: Upon receipt of information that an employee has so tested positive a second time for alcohol, including a failure to take the test without justification, a refusal to take the test or a refusal to sign the testing form, the employee shall be suspended for thirty days without pay. The employee shall be immediately removed from all his/her work duty (ies) and shall remain off duty until he or she has tested negative and is approved to return to work by the Substance Abuse Professional (SAP) IMRO. The employee shall immediately contact the Town's Employee Assistance Program (EAP) and fully cooperate with the EAP and the Substance Abuse Professional (SAP) IMRO. The employee shall follow the treatment and care prescribed by the SAP. The employee shall follow the treatment and care prescribed by the SAP. The employee, AFTER the thirty (30) day suspension without pay is served, is eligible to use his/her accrued and/or accumulated paid leave time, and up to six (6) shifts of sick leave but only until the SAP/MRO informs the Human Resources Director or applicable designated management that the employee is available to return to work.

Third Offense: Upon receipt of information that an employee has tested positive a third time for alcohol, including a failure to take the test without justification, a refusal to take the test or a refusal to sign the testing form all as described above and defined herein, the employee shall be subject to discipline up to and including termination. A person who tests positive for a return to work test while still out on his first offense described above will be considered to have committed a third offense for failing a return to work test directed by his/her SAP/MRO.

2. Controlled Substance/Drug Violations:

First Offense: Upon receipt of information that an employee has tested positive for a controlled substance (drug) or has failed to take the test without justification and/or refused to be tested as defined herein or to sign the testing form, the employee shall be deemed to have tested positive; the employee will be immediately removed from all his/her work duty (ies) and shall remain off duty until he or she has tested clean and is approved to return to work by the Substance Abuse Professional (SAP)/MRO. The employee shall immediately, upon notification that he or she has tested positive or is deemed to have tested positive as described above, contact the Town's Employee Assistance Program (EAP) and fully cooperate with the EAP and the Substance Abuse Professional (SAP)/MRO. The employee shall follow the treatment and care prescribed by the SAP/MRO. Once an employee is under the care of the SAP the employee is eligible to utilize his/her" accrued and/or accumulated vacation and/or personal leave, and up to six shifts of sick leave, but only until the SAP/MRO informs the Human Resources Director or applicable designated management that the employee is available to return to work.

Second Offense: Upon receipt of information that an employee has so tested positive a second time within twenty-four (24) months of the first offence for a controlled substance, (drug), including a failure to take the test without justification, a refusal to take the test or a refusal to sign shall be subject to discipline up to and including termination. A person who tests positive for a return to work test while still out on his first offense described above will be considered to have committed a second offense.

VIII. Employee Assistance Program

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program (“EAP”). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee’s participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant’s written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

ARTICLE 29

HEALTH AND WELLNESS

Bargaining members shall have the ability to accrue two (2) wellness days after volunteering to see a licensed mental health professional. Wellness days shall carry the same weight as vacation days. Wellness days cannot be carried over to the next fiscal year and must be used before July 1st. Bargaining members will lose the benefit of unused days following the July 1st deadline. The bargaining unit member shall accrue said wellness days upon providing documentation from the qualified professional.

You must provide documentation from the qualified professional that you were seen and attended a full session (approx. 45-60 mins). If your healthcare provider only allows tele-health, that will be allowed, but in-person is preferred. There is no restriction on the time frame for your two sessions other than it being within the fiscal year. These days will not be allowed to be carried over into another fiscal year. Documentation will need to be provided to the Fire Chief who will put the wellness days into your time off bank, for future use.

APPENDIX A

SALARY SCHEDULE

Effective 7/1/24	2.50%	2.50%	2.50%	2.50%
	Step 1	Step 2	Step 3	Step 4
Firefighter	55,770.62	60,076.94	64,746.91	67,296.64
Lieutenant			73,164.02	76,045.19
Captain			82,675.33	85,931.07

Effective 7/1/25	2.50%	2.50%	2.50%	2.50%
	Step 1	Step 2	Step 3	Step 4
Firefighter	57,164.89	61,578.86	66,365.58	68,979.06
Lieutenant			74,993.11	77,946.33
Captain			84,742.21	88,079.36

Effective 7/1/26	2.50%	2.50%	2.50%	2.50%
	Step 1	Step 2	Step 3	Step 4
Firefighter	58,594.01	63,118.33	68,024.72	70,703.54
Lieutenant			76,867.93	79,894.99
Captain			86,860.76	90,281.34

Each member employed as of 7/1/06 shall have a 3.5% added to their base pay effective 36 months prior to the effective date of their separation from service excluding involuntary termination with just cause. Members employed as of 7/1/06 and voluntarily opting in to the new percent longevity program on or by December 31, 2015 with an effective date of July 1, 2016 shall continue to be entitled to the 3.5% as provided in this section. This 3.5% is in addition to any wage Increase(s) required by the then contract in effect. If any member is unable

to provide 36 months notice of intent to separate from service due to extenuating circumstances, the town shall provide such 3.5% wage increase retroactively to 36 months prior to the effective date of such member's separation from service excluding involuntary termination with just cause. It is understood that all members will seek to provide the town with 36 months notice of their expected separation from service excluding involuntary termination with just cause. In no event shall members be entitled to the 3.5% increase for any period of time prior to July 1, 2006. This 3.5% wage increase is not intended as a retirement bonus. It is to provide members with a reasonable wage increase for FY07. The members have agreed that due to the town's financial issues it shall postpone implementation of the 3.5% increase until 36 months prior to separation from service excluding involuntary termination with just cause of each member employed as of July 1, 2006.