

AGREEMENT BETWEEN

TOWN OF ASHBURNHAM

AND

**THE ASHBURNHAM FIREFIGHTERS LOCAL 4995
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

JULY 1, 2024 - JUNE 30, 2025

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AGREEMENT

This Agreement entered into by the Town of Ashburnham, hereinafter referred to as the TOWN or EMPLOYER, and The Ashburnham Firefighters Local 4995, hereinafter referred to as the "BARGAINING UNIT", constitutes a collective bargaining agreement under M.G.L. c. 150E. The bargaining unit may consist of both Union and Non-Union members. Each member of the bargaining unit, who is not a member of the Union, shall be required as a condition of employment to pay a monthly agency fee during the life of this agreement to the Union in the amount proportionately commensurate with the cost of collective bargaining and contract administration.

Article 1 - Recognition

1.1 The Town hereby recognizes the Union as the exclusive bargaining representative of classifications (ranks) for all full-time Firefighter/Emergency Medical Technicians (EMTs) (AEMTs) (Paramedics) employed by the Town of Ashburnham, including Lieutenants, and Firefighters, excluding the Fire Chief, Deputy Chief, Captains (if any), all managerial, confidential and/or casual employees, and all other employees.

1.2 The Union shall be responsible for representing the interests of all such employees who are in the bargaining unit without regard to the membership of employees in the Union.

1.3 Bargaining Unit members shall be subject to the supervision and command of the Chief of the Department, Full-time Deputy Chief (if any), Full-time Captain (if any), Full-time Lieutenant, or the Senior Full-time Firefighter, as the case may be.

Article 2 - Employment Security

2.1 The employer and or the employee agrees not to discriminate in any way whatsoever against any employee of the fire department who is properly a member of the approved collective bargaining unit because he is a member of the union, or because he concerns himself, either personally or in concert with other members of the union or with any legitimate activity of the union, as long as it does not impede the efficient performance of the fire department.

2.2 Allegations of violations of this Article constitute a "prohibited practice" and must be filed with the Department of Labor Relations Commission and not under the contract's grievance procedure.

Article 3 - Dues and Agency Service Fee

3.1 The employer agrees to deduct the union dues once per pay period from the pay of the employees who individually request, in writing, that such deductions be made. The employer shall require, as a condition of employment during the life of this collective bargaining agreement, that an employee who chooses not to be a member of the union, make a payment of a service fee to the union commencing on or after the thirtieth (30th) day following the beginning of this employment or the effective date of this agreement, whichever is later. Such service fee shall be the equivalent of union dues, so long as the

Union complies with the requirements of the regulation of the Department Labor Relations Commission under M.G.L. c. 150E, Section 12.

3.2 The Town agrees to deduct Union dues and assessments from the earned wages of each fire fighter who is a member of the Union and who individually authorizes such deductions in writing. The Town shall make such deductions monthly, and promptly remit the same to the Treasurer of the Union. The Union Treasurer shall notify the Town of the dues rate in force. Upon request the Chief will notify the Union of the name, address and rank of each new firefighter appointed by the Town.

3.3 The Union shall have the right to use meeting rooms within the Fire Department in accordance with Fire Department Policy and subject to prior scheduling. Such use shall not involve fire fighters during their regular working hours.

3.4 The Town shall provide space for a bulletin board (minimum size of 20" by 30") in each fire station for Union notices. The Union will not post notices containing libelous messages. The Union shall not post notices at any Town location other than the approved bulletin boards.

3.5 Nothing in this Article shall be deemed to prevent a steward from discussing a grievance with a full-time member on duty, provided that the steward has the prior approval of the Chief and provided that the steward does not interfere with the full-time member's performance of duty.

3.6 The Union agrees to indemnify, defend, save and hold the Town harmless against any and all claims, suits, or other forms of liability arising out of the application of this article.

Article 4 - Management Rights

4.1 Unless an express, specific provision of this Agreement clearly provides otherwise, the Town and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which bargaining unit personnel are employed.

4.2 By way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Department and the Town; to determine the organization of the Department, and the number types or grades of employees assigned to a shift, vehicle, building, work project or task; to determine whether non-fire services work will be performed by bargaining unit personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, appointment, promotion, assignment, direction, and transfer of personnel; to determine the care, maintenance and operation of the equipment and property to be used, and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less

efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours or shift schedules; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to make, amend, and enforce such rules, regulations, Standard Operating Procedures, and policies from time to time as management deems appropriate; to discharge, suspend, demote, or take other disciplinary action against employees; to establish new jobs; abolish or change existing jobs; and determine where and by whom work will be done; to grant and schedule leaves; including but not limited to sick leave and administrative leave; to require and assign overtime; to relieve employees due to the incapacity to perform duties or for any other lawful reason; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct; to manage its operations generally; to contract and subcontract work; to direct, manage, train, supervise, and evaluate all employees, including the establishment of the evaluation instrument, the frequency of evaluations and conducting of evaluations; to establish new job descriptions, abolish, change, and interpret existing job descriptions; to increase, diminish, change or discontinue operations in whole or in part; to determine the level of services to be provided, and to alter, add to or eliminate the existing methods, processes, materials, products, equipment, facilities or programs; to determine the location, organization, number and training of personnel; to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, to assign employees to duties and tasks from time to time, to assign shifts and to change the shift assignments from time to time; to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts; to institute technological changes and/or revise processes, systems or equipment from time to time; to determine the professional standards for on-duty appearance of employees; to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing in accordance with Article 26; and, to determine whether goods should be leased, contracted or purchased.

4.2 The failure to exercise any management right shall not be deemed a waiver.

4.3 The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or Union shall not be subject to any further bargaining during the term of the Agreement. The Union also agrees that the exercise of the above rights and its effect on employees is not subject to the grievance and arbitration provisions of this Agreement unless it is alleged that such action by the Town violates another specific Article or Section of this Agreement.

Article 5 – Definitions

5.1 Full-Time Employee: For the purposes of this Agreement, a full-time fire-fighter is defined as a permanent uniformed member of the Ashburnham Fire Department regularly scheduled to work at least forty (40) hours per week.

5.2 Officer: For the purposes of this Agreement, an officer is defined as any Fire Department uniformed member holding the supervisory rank of Lieutenant, Captain, or Deputy Chief.

5.3 Acting Officer in Charge: For the purposes of this Agreement, an acting officer in charge shall mean at each incident, when no officer is present and unless the Chief has designated another fire fighter as the acting officer in charge, the bargaining unit member that is working assumes command. In the case of an incident that no bargaining unit member is working or on scene, the first arriving bargaining unit member shall assume command until relieved by a higher/ranking career officer.

5.4 Day: For the purposes of this agreement a day is considered 8 hours.

Article 6 – Work Schedule

6.1 The work schedule for full-time employees shall be determined by the Fire Chief.

6.2 Training schedules shall be approved by the Chief. Full-time employees will participate in training as scheduled, and shall be paid at time and one-half (1 ½) for all hours involved with a three (3) hour minimum, provided that the training falls outside of the normal work day.

6.3 If called in for call duty, time and one-half (1 ½) shall be paid for all hours worked with a minimum of four (4) hours. The Chief shall have the discretion to utilize the services of an employee called in under this provision for the balance of the four (4) hour minimum.

6.4 Swapping of 24 hour shifts is deemed to be a benefit to the employees and the Town. Swapping of shifts is to allow full-time staff the flexibility for needed time off and allow the department the flexibility to fill per-diem shifts with limit staff. Shift swaps may be done hour by hour. All shift swaps must be done within the same calendar month and must be approved by the Chief.

6.5 Current Work schedule is 24 hours on—48 hours off—24 hours on—4 days off on a rotating basis. Fire Chief may amend the schedule on a temporary basis (up to 90 days) as needed in order to operate the department effectively or manage the budget—with written notice to all union members one week in advance. If permanent changes to the schedule are needed, the Town agrees to notify the Union at least one month (30 days) in advance and bargain relative to the changes.

6.6 If an employee attends the full-time fire academy, that employee will be deemed to work a 5-2 schedule and will be paid an amount equal to his/her weekly wage only. While assigned to a recruit academy, such persons will work the schedule required by the academy.

Article 7 – Minimum Staffing

7.1 The Fire Department will be allowed to utilize part-time and per-diem Firefighters/EMTs/Paramedics to supplement shifts (add to staffing). These part-time and per-diem positions will also be utilized to fill bargaining unit members positions in the event they are unable to be filled by another bargaining unit member.

Article 8 – Overtime

8.1 Full-time employees, in performance of their regular duties, shall receive overtime pay pursuant to this article at the rate of time and one-half (1½) their respective base rate of pay for all hours actually worked in excess of their regularly scheduled hours per week.

8.2 Bargaining unit members have the first right of refusal on all bargaining unit shift overtime. After 6 consecutive overtime shifts the Chief may utilize on-call/per-diem department members to fill overtime shifts.

8.3 Overtime shall be offered at least 72 hours in advance with the exception of call outs. If a full-time firefighter accepts an overtime shift the next overtime shift available shall be offered to the next full-time firefighter on the list. If a bargaining unit member has not accepted overtime within a one-hour period and has exhausted the OT list, the Chief in his discretion may utilize a call firefighter/Per diem to work the overtime. No bargaining unit member shall be penalized for refusing an overtime assignment.

8.4 Overtime hours earned during meetings, details, and off duty responses shall not be considered as part of the overtime shift process.

8.5 This section shall not limit the Department's ability to hold over a bargaining unit member until relieved or to require a bargaining unit member to work overtime in the event of an emergency with a minimum of 4 hours at overtime rate.

Article 9 – Seniority

9.1 For the purposes of this Agreement, there shall be established one (1) seniority list for length of full/time service in the Ashburnham Fire Department. The seniority list shall be posted on the Union bulletin board.

9.2 Should a layoff occur, it shall be by rank and the least senior firefighter by rank shall be laid off first.

9.3 Union members shall maintain seniority, which is not effected by use of vacation time, sick time, injury time sustained while on or off duty, suspension from duty, or any call to military service for the duration of his/her enlistment.

Article 10 – No Strike

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

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

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

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

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

Article 11 – Probationary Period

11.1 Any newly hired full-time fire fighter or promoted appointment shall be deemed to be on probation for a period of 12 months from the date of appointment.

11.2 A probationary new firefighter may be suspended or discharged in the sole discretion of the Town, and the suspension or discharge or other discipline of such a probationary fire fighter may not be made the subject matter of the grievance provision of this Agreement, either by the firefighter or the employee affected or the Union.

11.3 A bargaining unit member who has been promoted in rank shall be paid at the pay rate of their promotional position and placed on a leave of absence from his/her previous rank during his/her probationary period in the promotional position.

Article 12 - Sick Leave

12.1 Full-time employees shall be eligible to earn a total not to exceed eighty-four hours of leave with pay during the calendar year. One sick-leave day (8 hours) will be accrued and credited to an employee's account for each month of service on or about the 1st day of each month of service, not to exceed 84 hours.

12.2 Employees who have greater than 84 hours of sick time on June 30, 2017, shall be allowed to draw down from their accrued time. Once an employee's sick leave is below 84 hours, they shall begin to accrue time at the rate as outlined above.

12.3 Employees shall be required to submit medical evidence in writing for any absences in excess of forty-eight hours (2 consecutive scheduled 24-hr shifts). An employee may be required by the Town to submit medical evidence for an absence of less than 24-hours; if so, the employee shall be so notified in writing. Such notification shall include the reason.

12.4 Three (3) or more occurrences of sick leave in a twelve (12) month period may be construed as sick leave abuse. The Town may require said employee to obtain written medical clearance to return to duty, and may withhold authorization of said sick leave until such written medical clearance is received.

12.5 If the Town has reason to suspect sick leave abuse, it may require the employee to be examined by a physician of the Town's choosing at the Town's expense. In such case, the employee shall be required to release all medical records that the Town's physician deems necessary in advance of the examination.

12.6 Sick leave shall not accrue during any period of leave for any purpose in excess of thirty (30) days.

12.7 In the event of serious sickness in the immediate family of any employee - spouse, parents, children - the employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical services, the same to be deducted from accumulated sick leave.

Article 13 - Bereavement Leave

13.1 In the event of the death of a full-time firefighter's immediate family including spouse, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, step-father, step-mother, step-son, step-daughter, the employee shall be granted two (2) 24-hour shifts of leave without loss of pay. One (1) 24-hour shift leave shall be allowed without loss of pay for aunts and uncles, nieces, nephews, grandparents, and grandchildren. Leave greater than that set forth in this Article may be granted, but only upon the prior approval of the

Fire Chief. In such cases, the additional leave hours shall be charged to the employee's accrued, unused sick leave.

Article 14 – Vacation

14.1 All bargaining unit members shall be eligible for vacation as provided by the following schedule:

120 hours vacation annually after one (1) year of service to completion of (5) years of service.

168 hours vacation annually after five (5) years of service to completion of (10) years of service.

192 hours vacation annually after (10) years of service to completion of (20) years of service.

224 hours vacation annually after (20) years of service.

14.2 Vacation time will be accrued on July 1st of each fiscal year. All time must be taken during the fiscal year, with written permission and employee may carry up to 48 hours of vacation time over to be used before December 31st of the new fiscal year. Employees may take vacation hours as individual hours, provided at least seven (7) days advance notice is given, and it does not cause staffing problems for the Department as determined by the Fire Chief or his/her designee.

14.3 Vacation leave shall not accrue during any leave in excess of thirty (30) days, with or without pay.

14.4 Vacation shall be scheduled by the Chief in accordance with the needs of the Town.

Article 15 – Personal Days

15.1 Employees shall receive 24 hours per fiscal year.

Article 16 – Holidays

16.1 A bargaining unit member shall be paid for each of the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day (3rd Monday in February)	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Juneteenth Day	

16.2 Bargaining Unit members will receive holiday pay for the 12 holidays listed above along with 1 Floating Holiday (to be used as a vacation day). Holiday pay shall be computed as eight (8) hours multiplied by the employee's current base hourly pay and shall

be paid in the same pay period as the holiday. In addition, any bargaining unit member required to work on any of the above specified holidays shall be paid time and one half (1 ½) for all hours worked. except for Thanksgiving and Christmas, in which the Union Member will be paid double time for hours worked.

Article 17 – Leaves of Absence

17.1 *Subject to the Americans with Disabilities Act (ADA) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), any full-time firefighter may receive an unpaid leave of absence for a period of up to thirty (30) days. Upon return, the firefighter shall retain all previous rights, benefits and seniority. Leaves of absence shall be granted at the sole discretion of the Chief. The Chief will notify the Union of any leave of absence granted in excess of fourteen (14) days. Any and all equipment issued to a firefighter by the Town shall be returned to the Chief before such leave of absence is granted.*

Article 18 – Wages

18.1 Contact Wage Scale

Firefighter/Paramedic	4%	0.0%	0.0%
	07/01/24	xx/xx/xx	xx/xx/xx
Entry Level, no academy	\$26.52	N/A	N/A
Academy more than a year	\$27.85	N/A	N/A
Academy more than 5 years	\$29.24	N/A	N/A

Lieutenant/Paramedic	0%	0.0%	0.0%
	07/01/24	xx/xx/xx	xx/xx/xx
1 st year Paramedic/Lieutenant	\$30.44	N/A	N/A
Academy more than a year	\$31.96	N/A	N/A
Academy more than 5 years	\$33.56	N/A	N/A

ADVANCED EMT	0%	0.0%	0%
	07/01/24	xx/xx/xx	xx/xx/xx
Entry Level, no academy	\$25.75	N/A	N/A
Academy more than a year	\$26.01	N/A	N/A
Academy more than 5 years	\$26.28	N/A	N/A

EMT	0%	0.0%	0%
	07/01/24	xx/xx/xx	xx/xx/xx
Entry Level, no academy	\$25.00	N/A	N/A
Academy more than a year	\$25.26	N/A	N/A
Academy more than 5 years	\$25.52	N/A	N/A

18.2 The Town and the Union agree that the Town can hire lateral Firefighters from other full-time Fire Departments. The Town and the Union agree that depending on the years of service and if said Firefighter has completed the full-time fire academy the firefighter will fit into the appropriate box located above. (Ex. If the town hires a lateral Firefighter/Paramedic, at the beginning of the new fiscal year, from another department who is full-time academy trained and has 5 years' experience, that Firefighter/Paramedic will have a starting pay at the 5yr rate.

18.3 In recognition of their value to the Town, employees who have completed defined terms of full-time service with the Town shall receive an annual, lump-sum longevity payment on or about their employment anniversary date in accordance with the following schedule:

Completion of 5 yrs. service:	\$250
Completion of 10 yrs. service:	\$500
Completion of 15 yrs. service:	\$750
Completion of 20 yrs. service:	\$1,000

Article 19 - Clothing Allowance

19.1 Determinations regarding the equipment and clothing required of members of the bargaining unit shall be made by the Chief.

19.2 The Town shall appropriate annually for the purpose of supplying each full-time employee with requested individual uniform and equipment items, excluding turnout gear. Requests must be made in writing to the Chief of the Department. The Town shall have sole discretion to approve or deny such requests, and, if approved, will purchase the item(s) directly.

19.3 Reimbursable clothing/equipment allowance shall be \$1,500.00 for each Union member for each of the three years of this contract.

Article 20 - Court Time

20.1 In no event shall he/she receive less than four (4) hours pay if not schedule during regularly scheduled hours. Court time shall include any hearings before any government agency that pertains to the performance of the employee's job. A firefighter's court time shall start one-half (1/2) hour before the convening of court where said firefighter is scheduled to appear.

Article 21 – Private Details

21.1 All extra details performed by a firefighter in the Town of Ashburnham shall be paid with a guaranteed minimum of four (4) hours pay. If the detail is longer than four (4) hours the firefighter will be paid for eight (8) hours. If the detail is longer than eight (8) hours,

the additional hours shall be paid at a time and one half (1½) rate per hour for each additional hour or portion of any hour worked. On outside details, firefighters will be entitled to a full eight (8) hours pay in those cases where they return in the afternoon and the detail is completed. The assignment of extra detail work shall be done on an equally distributed basis with priority to full-time firefighters.

21.2 If a firefighter works a detail on a contractual holiday that firefighter shall be paid at time and one half (1½) the normal detail rate.

Detail Hourly Rate:	FY25	\$60.00
	FYxx	N/A
	FYxx	N/A

21.3 The Town agrees that firefighters working a “Town Department requested detail” shall be paid at the firefighter’s overtime rate, whichever is higher.

21.4 If a firefighter is scheduled to work an extra detail and the detail is canceled within two (2) hours of the time that the detail is supposed to begin, the firefighter shall be paid a minimum of four (4) hours detail pay at the expense of the party requesting the detail.

Article 22 – Military Leave

22.1 The Town of Ashburnham will grant leave to employees for military duty, subject to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

22.2 A bargaining unit member shall be entitled to a paid leave of absence during the time of training service in the Armed Forces of the Commonwealth, or during his/her annual training tour of duty as a member of a reserve component of the Armed Forces of the United States, not exceeding seventeen (17) workdays per year, and shall receive his/her base compensation as an employee for the 17-workday period of the leave for training purposes. Nothing in this section shall limit or abridge the rights of a bargaining unit member in military service under USERRA.

22.3 Notification. Each bargaining unit member is responsible for notifying the Fire Chief of the date he/she is leaving for military service and provide written proof from military or elective service officials to the Town Administrator indicating the date of departure and length of service required.

22.4 Seniority, sick and vacation leave benefits shall continue to accrue during the 17-workday period of military leave for training purposes.

Article 23 – Jury Duty

23.1 A bargaining unit member who shall be required to serve on a jury on days he/she is scheduled to work, in accordance with Chapter 234A, §48 of the Massachusetts General

Laws, shall be paid his or her regular wages for up to three (3) days. For the fourth (4th) and subsequent days of such juror service, the bargaining unit member shall be paid the difference between the amount received as juror compensation and the bargaining unit member's regular straight time wages.

23.2 Any bargaining unit member required to serve on any federal jury on days he/she is scheduled to work shall be paid the difference between the amount received as juror compensation and the bargaining unit member's regular straight time wages.

23.3 Any bargaining unit member seeking compensation in accordance with this section shall notify the Chief after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served.

23.4 Subject to the rules of the Jury Commissioner, as a condition to receiving payment from the Town, an employee must report to work if during such duty he/she is discharged for the day or major portion thereof, during regular work hours.

Article 24 - Injury on Duty

24.1 Report of Injury: Any bargaining unit member injured, through no fault of his or her own, while performing his/her duty as a firefighter shall report the injury immediately to the officer in charge. The initial report may be made orally. Within forty-eight (48) hours of the incident, the bargaining unit member shall file with the Chief a written report of the injury on a form provided by the Town and available from the Chief. If the bargaining unit member is unable to file the report because of the nature or extent of his injuries, the report may be completed and submitted by someone acting on his behalf. The Chief shall forward a copy of the form to the Town Administrator.

24.2 Indemnification for Medical and Related Expenses: Bargaining unit members shall be governed by M.G.L. c. 41, Section 100.

24.3 Injured in the Line of Duty: Bargaining unit members shall be governed by M.G.L. c. 41, Section 111 F, and all decisional law interpreting that statutory provision.

24.4 Application for Compensation: Any full-time fire fighter must apply for compensation on a form provided by the Town and available from the Chief. The form must be returned to the Chief. In order to assure that the full-time fire fighter promptly receives compensation, maintains eligibility for compensation under this Article, and to assure all parties that compensation is appropriate, any full-time fire fighter making application for compensation will:

Complete any and all insurance forms;

- ii. Pursuant to Clause A, complete a signed, detailed report stating the nature and cause of injury to the Chief as soon as possible after such injury occurs;
- iii. Submit a letter from his/her doctor stating the nature of the injury, along with an estimate of how long the full-time fire fighter will be incapacitated as a result of the injury;

- iv. Submit to examination at reasonable times by a physician representing the Town. The Town shall pay for said examination; and
- v. Provide to the Town's physician complete records from his/her attending physician pertaining to the specific injury for which the full-time fire fighter is receiving compensation.

24.5 Decisions Concerning Eligibility: All decisions concerning eligibility for 111F benefits shall be made by the Town Administrator. The Town Administrator may delay a final decision on eligibility pending investigation, and may reverse a decision based upon new information at any time.

Article 25 – Light Duty

25.1 A bargaining unit member who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, at the discretion of the Chief, be required to perform light duty on either a full-time or part-time basis, provided the Chief, in his discretion, determines that there is light duty available to be performed by such full-time fire fighter and orders such employee to do so. Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, any provisions relating to shift bidding and seniority, the Chief shall have full authority to assign and reassign such officer to any shift or light duty necessary for the efficient implementation of this article.

25.2 Light duty assignments shall include any duty to which a full-time fire fighter might otherwise be assigned, consistent with such full-time fire fighter's physical limitations, including, but not limited to clerical, training, investigative assistance, court work, school related work, public relations, inspections, station monitoring, clean-up or similar duties.

Article 26 - Grievance Procedure

SECTION I

26.1 The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.

26.2 Letters issued by the Town, other than Written Reprimands are not grievable. However, an employee may make a written rebuttal to any such letter within fourteen (14) days of issuance, and the rebuttal will be maintained with the letter in the employee's personnel file.

26.3 If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein

and shall become a part of such employee's personnel record. The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file.

26.4 All grievances shall specify:

- a. the particular contract article and section alleged to have been violated;
- b. the facts supporting each alleged violation in reasonable detail;
- c. the date each act or omission violating the Agreement is alleged to have occurred; and
- d. the remedy sought for each alleged contract violation. Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance.

STEP 1:

The employee shall within five (5) working days after the event giving rise to the grievance set the grievance forth in writing, signed by the employee, and shall give it to the Chief, who shall within ten (10) working days after receipt thereof give a written answer to the grievance.

STEP 2:

If the grievance is not settled at Step 1, the Union may appeal it by giving a written notice of such appeal within 10 working days after receipt of the immediate superior's written answer (or the date the answer was due), to the Town Administrator, who shall discuss it with the Union representative within ten (10) days of the Town Administrator's receipt of the appeal.

The Town Administrator or his/her designated representative shall give his/her written answer to the grievance within ten (10) working days after the close of the discussion, or if no discussion occurs, within twenty (20) days of the appeal.

SECTION II

The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Town fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance and the right to proceed further.

SECTION III

The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to five (5) days before the date the grievance was first presented in writing.

SECTION IV

26.5 If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then either party may file a written demand for arbitration with the American Arbitration Association. Said demand shall be filed with the American Arbitration Association within 30 days of the Town's answer in Step 2, or the Union's answer to the Town's claim of a violation of the Agreement.

26.6 The arbitration proceeding will be conducted by and pursuant to the rules of the American Arbitration Association. The Arbitrator shall have no power to add to, subtract from, modify, change or alter any provisions of this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties, or by order of a court. The Arbitrator shall decide any disciplinary and discharge cases based upon the preponderance of the evidence standard of proof. The Arbitrator shall not render a decision contrary to state or federal law. The Arbitrator shall have no authority to award interest or punitive damages. The results of the arbitration shall be final and binding upon the parties with respect to all issues submitted under the Agreement as to the interpretation and application of the Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days following the close of the hearing.

26.7 Each party shall bear the full cost for its representation in the arbitration and the remaining costs will be shared equally between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at cost and to the arbitrator.

26.8 Any decision which requires the payment of monies which are not available without proper budgetary action, shall not be acted upon until the necessary budgetary action is taken.

26.9 The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes.

26.10 The arbitrator's decision shall be final and binding and may be reviewed under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as set forth in the grievance, shall limit the subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing.

Article 27 – Savings and Stability of Agreement

27.1 If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal or Commonwealth law or statute, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provision of this Agreement shall remain in full force and effect.

27.2 No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

27.3 The failure of the Town or the Union to insist in any one (1) or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

27.4 The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Article 28 – Education Incentive

28.5 Bargaining unit members will be compensated for attendance, for all fees associated with maintaining their Massachusetts and National Registry licenses, and for all required EMS training to meet the National Registry of EMT's recertification requirements, those of the Commonwealth of Massachusetts and the contracted Medical Control physician. The time will be counted as time worked for overtime purposes. The Chief has discretion to assign employees to training during their regularly scheduled shifts.

28.6 The Town subscribes to the principle that every employee should be given equal opportunity to continue educational activities. The tuition reimbursement program shall be available to all full-time employees. Educational assistance is available for job related courses taken at an accredited school or college.

Each employee shall be reimbursed as follows:

“A” grade or equivalent 100%

“B” grade or equivalent 75%

“C” grade or pass in a pass/fail system or equivalent 50% for all tuition, registration fees, books, and any related expenses up to a total of \$3,000 per fiscal year after submitting written documentation from the institution regarding expenses paid and grade received. Such requests shall require the written approval of the department head in advance of course registration.

Article 29 – Drug Testing

29.1 Purpose

The Town and the Union recognize that Firefighter is a safety sensitive position, and that the Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Personnel impaired by drugs or alcohol create an unreasonable danger to their fellow employees, and to the public. In addition, drug and alcohol abuse impair the health, well-being and productivity of the Department and its members. Consequently, the abuse of illegal drugs or alcohol cannot be tolerated.

29.2 Prohibited Conduct

The following conduct shall constitute an offense under this Article:

- a. The possession, use, transfer, manufacture or sale of *marijuana*, and 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;
- d. Reporting to work with the metabolite of an illegal substance in the blood, with a blood alcohol level above 0.02, or impaired by drugs or alcohol;

Any employee who is arrested for or convicted of a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

29.3 Prohibited Drugs

For the purposes of this Article, 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 cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article 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 efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

Drug and Alcohol Testing

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

- **New Hires**: Each new employee will submit to a drug test shortly after his or her date of hire.
- **Reasonable Suspicion**: When the Town has reason 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.
- **Post-Incident**: Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy may be directed by the Town to submit to a drug and/or alcohol test.

- **Follow-up Testing:** An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

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 a positive test.

(1) Alcohol Testing Procedures:

The Town will direct the employee to report to the testing laboratory for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator, and may be administered on the premises of the Town (e.g., by law enforcement personnel). The employee's blood alcohol level shall be reported to the Town immediately.

(2) Drug Testing Procedures:

i. **Collection:**

An employee subject to drug testing will be directed in writing to report at a specified time to the testing laboratory. 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.

ii. **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 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.

iii. **Reporting of Results:**

The results of a drug or alcohol test will be reported verbally and in writing to the Chief 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 drug 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 doctor 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.

iv. The Testing Laboratory:

The testing laboratory shall be selected by the Town, and shall be certified by the State or Federal Government.

29.4 Searches

The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, Town owned or controlled vehicles, lockers, or in other containers on the premises that may conceal substances prohibited by this policy.

29.5 Enforcement

Any employee who violates this Article will be subject to discipline up to and including discharge. In an appropriate case, the Town, in its sole discretion, may retain an employee who has violated this Article. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.

29.6 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 30 – Conditions of Employment

30.1 Driver's License. All employees must have and maintain a valid Driver's License as a condition of employment.

30.2 EMT Basic, Advanced EMT, and Paramedic Recertification. All full time Firefighters must maintain their Paramedic certification as a condition of employment.

30.3 Firefighter Academy Training. As a condition of continued employment, all new firefighter/paramedics with no firefighter experience must **successfully** complete the full-time/Career Massachusetts Firefighting Academy or equivalent for out of state applicants within their first year on the job at the discretion of the Fire Chief.

Article 31 – Insurance

31.1 Group Insurance. The town agrees to provide each bargaining unit member with the same insurance benefits, or equivalent, which it shall provide to other Town employees in accordance with the Town's Personnel By-Laws as written in SS6.10-6.20.

(This makes the union eligible for Short-Term Long- Term disability insurance)

31.4 The Town agrees to maintain during the life of this contract, Professional Liability Insurance in the amount of \$3,000,000 provided, however, that said policy and coverage are available to the Town, and if not available, the Union will be notified.

Article 32 – Immunizations

32.1 Upon request of a bargaining unit member, the Town shall provide the following immunizations and booster shots for tetanus, hepatitis, tuberculosis, and influenza. The Town shall also provide any immunizations that may be recommended by the Department of Public Health for emergency personnel.

Article 33 – Renewal

33.1 The Union shall give written notice to the Town of its desire to enter into successor negotiations on or before November 1 of the last fiscal year of this agreement.

Article 34 – Duration

34.1 This Agreement between the employer and the union entered into this date shall continue in full force and effective for a period commencing July 1, 2024, and expiring June 30, 2025.

Signed and sealed this ____ day of _____ 2024, between the Town and the Union.

FOR THE TOWN,

R. Michele Mussner
Chairman

Angel Ojeda
Member

Member

FOR THE UNION,

[Signature]
Member

[Signature]
Member

IAFF

ASHBURNHAM ~~BOARD OF SELECTMEN~~
SELECT BOARD