

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

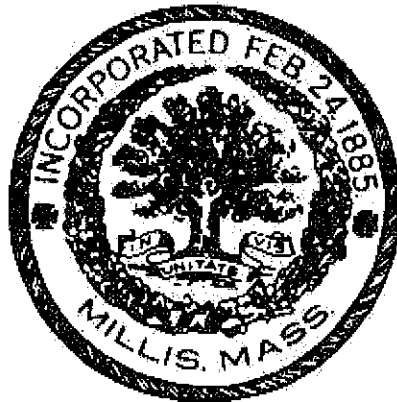
TOWN OF MILLIS

AND THE

PROFESSIONAL FIREFIGHTERS OF

MILLIS LOCAL #4704

July 1, 2022-June 30, 2025



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# AGREEMENT

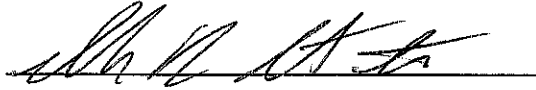
This Agreement is entered into this sixth day of June 2023, between the Town of Millis (hereinafter referred to as the "Town") and The Professional Firefighters of Millis, Local #4704 (hereinafter referred to as the "Union"), having as it purpose the promotion of a harmonious relationship between the Town and the Union and the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The Professional Firefighters of Millis

Town of Millis

Local #4704

Select Board

A handwritten signature in black ink, appearing to be "M. H. S.", is written over a horizontal line.

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## **ARTICLE 1. RECOGNITION**

The Town recognizes the Union as the sole, exclusive bargaining agent with respect to wages, hours and other conditions of employment for regular, full-time employees in the job of fulltime Firefighter/EMT, Fire Lieutenant, and Captain in the Millis Fire/Rescue Department, excluding the Fire Chief and Deputy Fire Chief and all other Town employees.

## **ARTICLE 2. DEFINITIONS**

The words “employee” and “employees”, as hereinafter used in this Agreement, refer only to such employees as fall within the collective bargaining unit described in Article 1.

## **ARTICLE 3. MANAGEMENT RIGHTS**

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

1. Among the management rights that are vested with the Town are the following: the right to hire, promote, transfer, suspend, demote, discharge, and to relieve employees from duty because of insufficient funds.
2. The Town shall have the freedom of action to determine the methods, means and the personnel for all operations, including the scheduling of operations, the methods and materials to be used and the extent to which its own or other facilities and/or personnel shall be used. The Town must take whatever action is necessary to carry out its work in emergency situations. The Town shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by the Town and shall establish and change work schedules as necessary. The Town shall institute an ongoing effort to update, upgrade and maintain all equipment and materials at a sound and safe operational level.

## **ARTICLE 4. HOURS OF WORK AND OVERTIME**

Shifts shall be scheduled on the basis of 1 shift “on duty,” 2 consecutive shifts “off duty,” 1 shift “on duty,” and (4) consecutive shifts “off duty.” A shift will consist of 24 consecutive hours, beginning at 0800 on the scheduled date of the shift and ending at 0800 the following day.

There is a one-hour workout mandate per shift.

**Minimum Staffing:** All efforts should be made to fill all shifts to the level of four members but in instances where this cannot be accomplished the minimum allowed staffing for on duty members will be three members.

Overtime shall be work in excess of a regular shift or in excess of a regularly scheduled work week worked in any payroll week. Overtime shall be distributed on a fair and equitable rotating basis among employees in the bargaining unit based on low hours of overtime worked.

The base hourly rate shall be 1/42 of the employee's regular weekly compensation. The overtime rate shall be one and one-half times the base hourly rate.

In no case shall the computation of weekly overtime include any hours for which daily overtime was paid.

All overtime shall be paid.

Nothing in this Article shall preclude the Chief from offering overtime to Call Firefighter/EMT's after offering it to the members of the bargaining unit. A schedule of the overtime worked and refused shall be kept and posted in a conspicuous place within the Millis Fire Station.

Shifts will be filled by order of rank and level of training.

**First Officers:** will be given right of first refusal for an open officer shift, if unable to fill the shift with an officer, it will be offered to privates and the senior member on the shift will work out of grade as the officer of the day with a 10% hourly increase while in the role.

**Paramedics:** will be given right of first refusal for an open paramedic shift, if unable to fill with a paramedic it will be offered to all remaining members. Priority will be to ensure a paramedic shift is filled by a paramedic.

**Emergency Medical Technician Basic (EMTB):** will be given right of first refusal for an open EMTB shift, if unable to fill with an EMTB it will be offered to the remaining members of the department.

Basic trainees shall be placed on a forty hour per week shift schedule with the hourly being calculated at 1/40 of regular weekly compensation.

The Fire Chief may assign an employee to a particular shift or assignment for specific operational purposes, exclusive of the overtime list, in the best interest of the department and the community.

**Ordering in Procedure:** When a shift cannot be filled, it will be up to the members coming off shift to determine who will be forced to stay to cover the shift.

Ordering in will only take place if the shift will have to drop below three during the holidays or low attendance events to maintain safe staffing. If an agreement cannot be made, the member with lower seniority will be forced to stay.

If the situation arises again, the member who was not forced the last time will be forced to stay.

If a member is working off shift on overtime, they will not be required to stay unless mutually agreed upon regardless of seniority.

No member can be forced to stay longer than 24 hours.

No Call members will be forced to stay unless mutually agreed upon.

No member shall leave the station until relieved of duty; if there is no relief, that member shall stay until relieved.

Employees who are called back to work after leaving at the end of a shift, or while on a day off shall be entitled to a minimum of 2 hours of work and pay at the overtime rate.

80% of all callbacks must be covered Department wide.

Notwithstanding any other provision of this Agreement, ALS-certified employees shall not be paid the ALS rate for fire-only callbacks.

## **ARTICLE 5. TRAINING**

The Fire Department shall hold 2 Company Trainings each month from September to June; there shall be no Company Trainings during July or August. All department members are required to attend at least 1 of the 2 monthly Fire Department Company trainings for a total of 10 Company Trainings per year.

Each member is granted 2 absences for valid reasons as determined by the Chief or his designee and for members on sick, OJI, and bereavement leave. Members unable to attend shall notify the Chief or his designee.

All off-duty employees shall be compensated in accordance with the overtime provisions in this Agreement.

Training dates shall be posted by January 15<sup>th</sup> for the entire calendar year and as soon as class confirmation from outside providers, such as the Massachusetts Fire Academy, is received. In no case shall training be held on holidays.

EMS Training: All members must attend 4 M&M Rounds provided by the Department Medical Control Director.

## **ARTICLE 6. COMPENSATION**

Wages: see wage appendix. Employees shall be employed at the minimum rate of their classification unless a higher starting rate is authorized by the Town Administrator. Salary increments in the amounts indicated on the attached Wage Appendix shall be paid to employees each year on the anniversary date of employment until the maximum for their classification is reached.

Direct Deposit: All employees who are part of the bargaining unit must be paid biweekly through Direct Deposit.

Court Pay: Employees who are required to attend court on official business and with the approval of the Chief will be paid at their regular rate of pay for a minimum of 3 hours. Court Pay hours will be used in any computation of daily or weekly overtime pay in accordance with Article 4.

Stipends: Stipend payments are paid semiannually, first pay period in June and first pay period in December.

- Firefighter/EMT Annual Stipend: Employees covered by this Agreement shall receive an annual Firefighter/EMT stipend or Lieutenant/EMT stipend per fiscal year as shown on the wage appendix attached hereto and marked Appendix A Wages. Stipend payments are paid semiannually, first pay period in June and first pay period in December.
- Tech Rescue Team Member: Members of the Tech Rescue Team shall receive a \$1,000 per year stipend. (effective 7/1/2023)
- MA Task Force: Members of the MA Task Force shall receive a \$1,000 per year stipend. (effective 7/1/2023)
- SWAT Team Paramedic: A SWAT Team Paramedic shall receive a \$1,000 per year stipend. (effective 7/1/2023)
- Fire Safe Officer: The Fire Safe Officer shall receive a \$500 per year stipend (effective 7/1/2023)



- Car Seat Instructors: Car Seat Instructors shall receive a \$400 per year stipend which will increase to \$700 per year beginning 7/1/2023. There shall be no more than 6 certified members receiving the stipend per year. There shall be at least one member certified on each of the 4 groups.

Education Stipends: On an annual basis the Fire Chief, in his sole discretion, shall approve specific (non-mandatory) educational classes provided by the Fire Academy, or other accredited institutions, for which the Chief deems beneficial for the base knowledge of the union members for which a one-time stipend will be paid. The Chief will establish three tiers, (example: Tier 1 \$150, Tier 2 \$300, Tier 3 \$450), of classes based upon time commitment. The stipends will be paid based upon those tiers. The decision of the Chief in regard to approval of the classes and their assigned tiers will be final and not subject to the grievance procedure. The stipend that any individual member may receive in any contract year shall not exceed \$1,500. This section is not subject to the grievance arbitration procedure.

Additional Compensation: An employee covered by this Agreement who is required to attend Emergency Medical Training resulting in certification as required by law, at a time other than their scheduled work hours, shall be reimbursed for the time plus the reasonable time required to travel from and return to the Millis Fire Station at their normal time and one-half rate. Such hours are not to be used in any computation of daily or weekly overtime pay.

Longevity: Employees covered by this Agreement shall receive longevity payment for full time service in the Millis Fire Department as follows:

as of July 1, 2010:

For completion of five to ten years of service \$300 per year

For completion of ten to fifteen years of service \$500 per year

For completion of fifteen or more years of service \$700 per year

First year payments are to be prorated from the employee's anniversary date.

Effective July 1, 2011, employees covered by this Agreement shall receive Longevity payment for full time service in the Millis Fire Department as follows:

For completion of five to ten years of service \$350 per year

For completion of ten to fifteen years of service \$550 per year

For completion of fifteen or more years of service \$750 per year

For those employees whose longevity is earned for the first time, the full longevity payment will be made on the employee's anniversary date, but subsequent payments will be made on the semi-annual schedule; first pay period in December and first pay period in June.

Employees who leave service of the department shall not be eligible for further longevity payments.

#### Paid Details

Outside private paid details shall be paid for at the rate of time and one-half (1 ½) the Lieutenants top step rate, and there shall be a four (4) hour minimum payment for each detail. Details shall be paid in four-hour blocks regardless of time worked. Details ordered by the Town shall be paid at 1.5 times the employee's regular hourly rate for hours actually worked.

Paid details requested by private employers due to labor union strikes shall be paid at double (2) times the regular rate of pay.

The Town will pay for paid details bi-weekly after withholding taxes and other authorized deductions. It shall be the responsibility of the town to bill and collect fees from parties requesting paid details.

Details shall be filled as is currently done. In the event the town overtime is not filled by the usual process, a firefighter who is scheduled to work a private detail as defined above may be moved to work the town overtime instead. In addition, if a firefighter accepts Town overtime and a private detail becomes available, he/she may change his/her detail selection to the private detail provided that the town overtime is filled.

Detail shall be offered to union members before being offered to call firefighters.

### **ARTICLE 7. EMS/ALS COORDINATOR**

This position will be filled by a full time Department member with at least 5 years of service to the Millis Fire Rescue Department. The candidate will be recommended by the Fire Chief to the Town Administrator and appointed by the Board of Selectmen.

The EMS/ALS Coordinator will work with and report to the Fire Chief. Any operational or policy changes shall be discussed with the Fire Chief prior to implementation.

The EMS/ALS Coordinator shall be responsible for the following duties:

1. Maintain EMT and First Responder files and ascertain that current information is properly documented in said file as required by the Department and the Commonwealth, to include first responder training, CPR/AED records and other required information. The Coordinator shall indicate to the Chief any deficiencies or failure to meet standards as indicated by file records by members of the Department.
2. Maintain the supplies and equipment of the Ambulance in accordance with the current regulations of the Department of Public Health and order such supplies and equipment as may be necessary to properly meet such requirements. Any large purchases must be approved by the Chief.
3. Investigate any problems that may arise in the operation of the Ambulance and prepare solutions for such problems.
4. Arrange for special critiques of run reports by appropriate bodies, such as the Medical Control Director in such cases where required by the Commonwealth.
5. Prepare course outlines, arrange courses such as NCCR, CPR, special training, and other courses that benefit the town and the EMTs of the Department. The Coordinator shall teach such courses where appropriate and arrange to train other members to teach such courses.
6. Maintain proper records in accordance with OEMS and Region IV protocols. Maintain the Fire Department Ambulance written policy and procedures manual and critique according to the Continuous Quality Improvement Plan (CQI) of the manual and make necessary recommendations or corrections to procedures. Any problems that cannot be resolved by the Coordinator shall be brought to the attention of the Fire Chief.

The EMS/ALS Coordinator shall be compensated \$6,000 per year.

#### **ARTICLE 8. PERSONAL TIME**

Employees covered by this Agreement shall be granted two twelve hour shifts (24 hours) per fiscal year to conduct personal business.

Personal time may be taken at a time of the employee's choosing, provided both of the following conditions are met:

1. A minimum of twenty-four (24) hours' notice is received; and
2. The shift can be filled by a regular full-time firefighter/EMT.

## **ARTICLE 9. SICK LEAVE**

Employees shall be credited with 180 hours of sick leave at the start of each fiscal year. An employee in continuous employment shall be credited with any unused portion of sick leave provided under this article for use in subsequent years up to maximum of 2400 hours (200 days given that the average shift is 12 hours). New employees hired prior to 7/1 shall accrue sick leave at the rate of 1.25 days (15 hours) per full month employment until the start of the next fiscal year July first date.

All unused sick leave credited to an employee's account prior to the signing of this agreement shall remain standing to his credit until use by such employee subject to the provisions of this article.

Sick leave may be used only when an employee is unable to perform his or her duties because of sickness or other physical incapacity, except that 8 such sick days in a calendar year may be used with the approval of the Fire Chief when serious illness in an employee's family requires his or her presence. Leave to care for a family member must be for a family member as defined under the Family Medical Leave Act. For purposes of this paragraph a shift shall be a 24-hour shift.

Sick leave may not be taken immediately prior to separation unless properly chargeable to sick leave. On separation due to retirement only, however, an employee shall be entitled to a lump sum payment equal to 1/4 of his/her unused accumulated sick leave up to a maximum \$2,500. When an employee finds it necessary to be absent due to sickness or other physical incapacity, he/she shall notify the appropriate supervisor either directly or by another party as soon as possible. Sick leave shall not be granted unless such a report is made.

The Chief may authorize sick leave only when such a leave is in accordance with the terms of this Article. When necessary to permit a proper evaluation of a request for sick leave, the Chief may require employees to submit medical certificates or other records deemed necessary. If such documents are not submitted upon request, the absence in question shall not be chargeable to sick leave.

The Chief may assign a Call/Firefighter/EMT to a shift to replace an injured or sick firefighter who has been out of work for more than 30 working days. Upon that firefighter's return to duty the Call Firefighter/EMT's service shall end immediately.

## **ARTICLE 10. SICK LEAVE BANK**

A Sick Leave Bank for use by eligible employees shall be established subject to the following terms and conditions.

The Sick Leave Bank is designed for use by employees who are undergoing a prolonged illness or disability and who intend to return to work immediately after the prolonged illness or disability. Prolonged illness or disability is construed to be an absence of 20 or more consecutive working days.

The Sick Leave Bank shall maintain a maximum of 150 days. Any unused days remaining in the Sick Leave Bank will be carried forward to be used in subsequent years.

To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Bank 1 day or 1 prorated day from accumulated sick leave by August 1 of each fiscal year, except in the case of a new employee, who must donate within 7 months of his/her first work day. The total contribution per employee per year shall not exceed 2 days. If no days from the Bank are used each year, the contributed days shall be returned to the contributing employees' balance. If some days are used from the Bank, the remaining days above 150 at year end shall be returned to the employees on a proportionate basis based on number of days donated.

To be eligible for Bank benefits, the employee seeking the benefits must have accumulated, at the beginning of the prolonged illness or disability, 20% of the maximum accumulated sick days available to the employee since the beginning of his/her employment. Further, the employee must have exhausted his/her accumulated sick days during the prolonged illness or disability.

Employees using the benefits of the Sick Bank must sign a Sick Leave Agreement in which they state their intent to return to service immediately after recovering from the prolonged illness or disability for a minimum of the length of the leave and to meet all terms of the regulations. Default of this agreement for reasons other than permanent disability or death of the employee will result in refunding the Town the full amount of the salary received while covered by sick leave from the Bank.

No leave benefits will accrue for the period that Bank time is being utilized.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of 3 Union members.

The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted, except that the initial grant of sick leave to an eligible employee shall not exceed 20 days. Additional grants may be given at the discretion of the Committee depending on the circumstances of an individual case.

The Sick Leave Bank Committee shall consider at least the following criteria in administering the Sick Leave Bank and in determining eligibility and the amount of leave:

- i) adequate medical evidence of serious illness or disability, as determined by the Committee in its sole discretion;
- ii) length of service with the Town; and
- iii) propriety of the use of previous sick leave.

The Sick Leave Committee may establish other criteria and may seek additional medical opinions and evidence of the seriousness of illness or disability.

Decisions of the Sick Leave Bank Committee are not subject to the grievance procedure.

#### **ARTICLE 11. ON THE JOB INJURIES**

Employees out on OJI shall be assigned to a Monday through Friday schedule. Employees shall not accumulate sick leave, vacation leave or bonus days while out on OJI status.

Employees shall attend training and court during their period of incapacity of regular work, with permission of the Chief, if their physical conditions allow. Questions concerning the physical ability to attend shall be settled between the employee's physician and the Town's physician. If the Town's and the employee's physicians are unable to agree, they shall appoint a third physician to decide the matter and that decision shall be final.

Employees may attend training sessions with other Town departments or outside agencies to continue certification necessary for employment under the same conditions stated above.

When an employee goes out on injury leave, his/her vacation balance will remain as is. However, while an employee is on injury leave, he/she will not accumulate additional vacation leave for any full month that the officer is on injury leave. On the date of the employee's next anniversary, the amount of vacation time granted shall be prorated based on the number of days on injury leave.

For example: Employee A is credited with four weeks of vacation as of September 1, 1997. He uses two weeks during October 1997. He is injured on duty in November 1997. He returns to work on sixteen weeks later. At that time, he still has two weeks to his credit and may use it before his next anniversary date or carry what is allowed under Article 10. On September 1, 1998 his granted vacation time is prorated by sixteen weeks.

While an employee is on OJI leave, he/she will not accumulate additional sick leave for any full month that the officer is on injury leave. On his next anniversary date his granted sick time is prorated by the amount of injury leave time. There will be no loss of sick leave for any injury leave for less than a full month or for time that does not aggregate to a full month.

The Chief may assign a call firefighter to a shift to replace an injured or sick officer who has been out of work for more than 30 working days.

## **ARTICLE 12. PAID HOLIDAYS**

The following 12 legal holidays shall be regarded as paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Patriots Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

All employees shall receive holiday pay for each holiday listed. Holiday pay shall consist of 12 hours of pay in addition to his/her regular pay if the day is worked by the employee.

Super Holidays: Independence Day, Thanksgiving, and Christmas shall be recognized as Super Holidays. Members working the 24-hour shift starting at 0800 the morning of the holiday shall be compensated 12 extra holiday hours bringing the total to 24 paid holiday hours for that shift.

## **ARTICLE 13. VACATIONS**

Vacation allowances shall be granted on the employee's anniversary date based on actual service during the previous 12 months as follows:

Completion of 1 to 5 years 96 hours  
Completion of 6 to 10 years 144 hours  
Completion of 11 years or over 192

One bonus vacation day will be granted for each calendar quarter in which on sick days are incurred during that quarter- i.e., January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31.

Vacation time must be completed within the vacation year in which it is granted and may not be accumulated for use in any following vacation year except under unusual circumstances and with the prior approval of the Town Administrator who may approve a carryover of no more than 96 hours.

Any employee who is absent without pay during the 12 months preceding his anniversary date of the current year shall receive a reduced vacation allowance. Such reduced allowance shall be determined by reducing the allowance in the above schedule by the same percent as the days not paid compared to the employee's total number of scheduled workdays in the same 12-month period.

Employees who terminate before the anniversary date of the current year shall be granted upon termination that portion of their vacation earned by actual service from the previous anniversary date to the date of termination in addition to any unused vacation time. For those employees who have served less than 12 months, vacation calculation shall be on an anniversary date basis.

Vacation shall be granted upon seniority basis. Vacation requests shall be made on or before March 31<sup>st</sup>. Said vacation requests shall take precedence over any vacation requests made after March 31<sup>st</sup>.

Employees wishing to take a single day of vacation shall be required to give the Chief 24 hours advance notice of his/her intentions to take a single day, if the shift can and must be filled in a timely manner. If the shift cannot be filled, the employee shall be required to work. Said single vacation days shall be a subject to the approval of the Chief but shall not be unreasonably withheld.

No more than 2 employees shall be entitled to be on vacation during the same 24-hour period by calendar date unless specifically approved by the Chief.

All vacation requests shall be approved by the Fire Chief.

#### **ARTICLE 14. JURY SERVICE**

Any employee required to be absent from his or her employment to serve on a jury shall be paid his or her regular wages, less any pay received (excluding allowances) as such jury (wo)man, for such time as the employee is required to be absent. All such absences shall be supported by a statement signed by the Clerk of Court certifying as to each day of Jury Duty.

#### **ARTICLE 15. BEREAVEMENT LEAVE**

Upon the death of any member of an employee's immediate family, wife, husband, mother, father, children, sister, brother, stepchild, grandparents, grandchild, stepfather, stepmother,



father-in-law, or mother-in-law, the employee shall be granted leave with pay at the time of the funeral to the extent necessary but not to exceed 3 shifts.

## **ARTICLE 16. GRIEVANCE PROCEDURE**

The parties are encouraged to make every reasonable attempt to resolve issues between the aggrieved employee, the Union representative and the Chief through informal discussion.

A grievance for the purpose of this Agreement is a dispute, claim or complaint arising under the terms of this Agreement. It may be filed by either the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of the Agreement.

Grievances shall be settled in the following manner:

Step 1: The employee or the Union shall take up the grievance in writing with the Fire Chief within 5 calendar days of the date of the occurrence of the grievance or an employee's reasonable knowledge thereof. The grievance must contain a statement of the claim, including reference to applicable contract articles and the relief requested. The Chief must meet with the Union and render his decision in writing within 7 calendar days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer be allowed.

Step 2: If the grievance has not been settled at Step 1, it must be presented in writing by the aggrieved to the Town Administrator within 5 calendar days after receipt of the grievance response from the Chief. The Town Administrator shall meet with the Union and respond in writing within 15 calendar days of receipt unless it is mutually agreed by the participants that additional time to answer be allowed.

Step 3: If the grievance has not been settled by Step 2, it must be presented in writing by the aggrieved to the Board of Selectmen within 5 calendar days after receipt of the decision of the Town Administrator. The Board of Selectmen shall meet with the Union and respond within 15 calendar days of receipt unless it is mutually agreed by the participants that additional time to answer be allowed.

Step 4: If the grievance has not been settled by step 3, it may be submitted only by the Union to the American Arbitration Association in accordance with its applicable rules and regulations. Submission of a grievance to the American Arbitration Association must be made within 5 days of the decision of the Board of Selectmen. It shall be the obligation of the arbitrator to make his/her best effort to rule on cases heard by him/her within 15 days after the hearing. The arbitration decision shall final and binding.

The time limits set forth above are maximum. Failure on the part of the aggrieved to process the grievance in accordance with these limits shall result in the waiver of said grievance.

The arbitrator shall have no power to add to, subtract from, or otherwise modify any of the terms of this Agreement. In the event that a case is appealed to an arbitrator and he/she finds he/she has no power to rule, the case shall be referred back to the parties without decision or recommendations on its merits. The expense of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of the preparation and presentation of its own case.

#### **ARTICLE 17. NO STRIKE CLAUSE**

The term "strike" whenever used in this Agreement, shall be deemed to include any strike, sit down, or other work stoppage or concerted refusal to perform normal work duties on the part of an employee covered by this Agreement.

The Union agrees that there shall be no strike during the term of this Agreement.

It is understood and agreed that in the event of any strike on the part of any employee(s) during the term of this Agreement, the Union shall, upon occurrence of such strike and upon the request of the Town, notify in writing the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this paragraph to be sent by the Union to the employee involved in any such strike shall be given simultaneously by the Union to the Town.

In any event, the Town may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employees' right of review under the Agreement and applicable laws.

#### **ARTICLE 18. SAVINGS CLAUSE**

If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union. In the event any such provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

#### **ARTICLE 19. TERM OF AGREEMENT**

This agreement shall be effective July 1, 2022, and shall continue in force and effect until June 30, 2025 and shall continue thereafter until a successor agreement is reached by the parties or completion of the dispute resolution process under GL Chapter 150E.

Should a new contract not be signed by June 30, 2022, language from the previous contract shall remain in effect.

## **ARTICLE 20. SENIORITY**

Seniority within the Millis Fire/Rescue Department shall commence from the date of appointment as a regular full-time member.

## **ARTICLE 21. PROMOTION PROCESS**

The procedures to be followed in testing for promotional opportunities shall be developed by the Employer. All tests must conform to all pertinent state and federal statutes and regulations.

The purpose of this process is to identify the best-qualified individuals for promotions without regard to personal preference, prejudices, or unsubstantiated opinions.

The initial component of the promotional process shall be a written examination. Grading of the written test will be conducted immediately following the conclusion of the exam in the presence of 2 witnesses mutually agreed upon by both parties no later than 21 days prior to the exam date. Eligible employees who wish to participate in the examination will be responsible for test preparation materials.

At least 120 calendar days prior to any written promotional exam for Lieutenant or Captain, the Department will post a notice including:

- a) the title of the position;
- b) the date, time, and location of the written exam;
- c) a description of the duties of the position;
- d) the eligibility requirements; and
- e) a reading list of resource materials upon which the test will be based.

Such notice will be posted conspicuously at all fire stations. Eligible employees who are out of work due to illness, injury, active military duty, or other leave shall be mailed a copy of the examination notice.

To be eligible for the written examination, the following time-in-grade criteria must be met for each rank:

1. Lieutenant: A candidate must be a permanent member of the Millis Fire Department with a minimum of 5 years of continuous service in the rank of firefighter and at least Fire Officer I certification.
2. Captain: A candidate must be a permanent member of the Millis Fire Department with a minimum of five years of continuous service, at least 2 of which shall have been in the rank of Lieutenant, and at least Fire Officer II certification.

All candidates must notify the Chief in writing of their interest in taking the exam and by submitting a letter of intent for the posted position at least 30 calendar days prior to the test date.

Only candidates who pass the written examination will be included in the oral interview of the promotional process.

If no promotion has been made from the results of a given examination within a two-year period, the examination results will remain valid for a third year.

A promotional examination will be considered valid if at least 3 candidates pass the exam with a score of 85 or higher. In the event that fewer than 3 candidates achieve a minimum passing score, another exam will be conducted within 1 year of the previous exam date. Members that wish to withdraw from the exam must do so no later than 30 days from the exam date.

If another exam is held because fewer than 3 candidates achieved a score of 85 or above, those candidates who passed the original exam shall have the option of "holding" their examination score and will not be required to take the next written exam, and their score shall remain valid until the next subsequent exam is given. Candidates who choose to "hold" their score shall make this known to the Fire Chief by way of written notice at least 30 calendar days prior to the date of the new exam. Candidates that "hold" their score on the written exam must complete all other aspects of the promotional process.

Exam scores will be valid until a new exam is administered and results are available.

Candidates who achieve a passing score on the written examination will be eligible to participate in the oral interview.

- i) The oral interview for Lt. will be administered by the Chief, Deputy Chief, and Captain of the Fire Department.

- ii) The oral interview for Captain will be administered by the Chief, Deputy Chief, and a Fire Chief from a neighboring community.

Oral exams will be conducted when the candidate is off duty.

The Fire Chief shall establish a promotional list using the following weighted components:

- a) the process will be based on a 105-point system;
- b) the maximum points a candidate can receive for the written exam is 60 points;
- c) candidates will receive 1 point for each year of continuous service with the Department over 5 years, up to a maximum of 10 points;
- d) candidates will receive 5 points for an associate degree in fire science;
- e) candidates will receive 10 points for a bachelor's degree in fire science;
- f) candidates can receive a maximum of 10 points from the oral interview; and
- g) candidates can receive a maximum of 15 points for job performance.

The Chief shall promote from the three highest candidates on the list for the filling of one position and from the five highest for the filling of two or more positions. The final list shall be posted no later than 30 days following the oral interviews.

## **ARTICLE 22. CLOTHING AND CLEANING**

Each member of the Bargaining Unit shall be entitled to a combined clothing-supplies-cleaning allowance of \$1,750 per fiscal year effective July 1, 2023; 50% for the period 7/1 through 12/31 paid the first pay period of December and 50% for the period 1/1 through 6/30 paid in the first pay period of June. Reimbursement shall be made only for those items accompanied by a receipt. Clothing and cleaning allowance may not be carried past June 30<sup>th</sup> of any given year.

Each member of the bargaining unit shall be reimbursed up to \$500 per contract year for eyeglasses or contact lenses that are damaged in the line of duty provided documentation thereof is submitted and approved by the Chief.

## **ARTICLE 23. ISSUED CLOTHING AND EQUIPMENT**

New Firefighter/EMTs hired during the terms of this Agreement will be issued the following articles of clothing and equipment:

Clothing: Pants (3 pair); short sleeve uniform (2), Long sleeve uniform (2), Boots (1 pair), t-shirts (2), polo shirts (2)

Uniform parts and Equipment: Belt (1), Portable Radio (1), Breast Badge, lapel pins, name plate

## **ARTICLE 24. MISCELLANEOUS PROVISIONS**

No employee shall be subject to discipline or discharge except for just cause.

Except for emergency operating needs of the fire department, as determined by the Chief of the Department, reasonable leave without loss of pay shall be granted as follows:

- a) 2 delegates to the International Association of Fire Fighters biennial convention.
- b) 2 delegates to the Professional Fire Fighters of Massachusetts biennial convention.
- c) 2 delegates to attend Professional Fire Fighters of Massachusetts monthly meetings.
- d) 3 delegates to attend negotiation meetings, or only 2 when Union counsel is present.
- e) 2 delegates to attend grievance hearings.

Any bargaining unit member who is assigned to serve temporarily in a position of higher rank shall be compensated at the higher rank at the next highest step above their regular rate of pay in hourly increments.

Upon proof of payment the town will reimburse members of the bargaining unit the cost of the Emergency Medical Technicians license renewal not to exceed \$150 over any two year period.

## **ARTICLE 25. SOCIAL MEDIA POLICY**

The Town of Millis understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and coworkers around the world. It is also a tool that may be used to communicate more effectively with residents about Town services. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to anyone who is employed by the Town of Millis.

## Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet including to your own or someone else's web log or blog, journal, diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not employed or affiliated with the Town of Millis as well as any other form of electronic communication.

The same principle and guidelines found in the Town of Millis personnel policies apply to your activities online. Before creating online content, consider some of the risks and reward that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects people who work on behalf of the Town of Millis may result in disciplinary action up to and including termination.

## Know and Follow the Rules

Carefully read these guidelines, the Town of Millis Conduct Policy, State Ethics Law, and the Town Discrimination and Harassment Prevention Policy to ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

## Be Respectful

Always be fair and courteous to fellow employees, residents, vendors, or people who work or volunteer on behalf of the Town of Millis. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage others, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Town policy.

## Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous post that you have altered. Remember that the internet archives almost everything; therefore, even deleted

posting can be searched. Never post any information or rumors that you know to be false about the Town of Millis, fellow employees, residents, vendors, or people who work or volunteer on behalf of the Town of Millis.

#### Post Only Appropriate and Respectful Content

Maintain the confidentiality of 'The Town of Millis' private or confidential information. Do not post internal reports, policies, procedures or other internal confidential information.

Do not create a link from your blog, website, or other social networking site to the Town of Millis website without identifying yourself as an employee of the Town of Millis

Express only your personal opinions. Never represent yourself as a spokesperson for the Town of Millis. If the Town of Millis is a subject in the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Town of Millis, fellow employees, residents, or companies working on behalf of the town. If you do post a blog or post online related to the work you do or subjects associated with the Town of Millis, make it clear that you are not speaking on behalf of the Town of Millis. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Town of Millis".

#### Using Social Media at Work

Social media may not be used while on work time or on equipment we provide unless it is work related as authorized by your department head and is consistent with the Town Telecommunications System Policy. Do not use the Town of Millis email to register on social networks, blogs or other online tools utilized for personal use.

#### Retaliation is Prohibited

The Town of Millis prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

#### Media Contacts

Employees should not speak to the media on the Town of Millis' behalf without first contacting your department head.

### **ARTICLE 26. DRUG POLICY**



The Drug and Alcohol-Free Workplace Policy is attached to this Agreement as Appendix B.

## **ARTICLE 27. SEXUAL HARASSMENT POLICY**

### **Introduction**

It is the goal of Town of Millis to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town of Millis takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

### **Definition of Sexual Harassment**

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- i. Unwelcome sexual advances, whether they involve physical touching or not;
- ii. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- iii. Displaying sexually suggestive objects, pictures, cartoons;
- iv. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- v. Inquiries into one's sexual experiences; and,
- vi. Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### **Complaints of Sexual Harassment**

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting your direct supervisor or the Town Administrator, 900 Main St., Millis, MA 02054. They are available to discuss any

concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

### **Sexual Harassment Investigation**

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

### **Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

### **State and Federal Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

1. The United States Equal Employment Opportunity Commission ("EEOC")
2. The Massachusetts Commission Against Discrimination ("MCAD")

### **ARTICLE 28. NON-DISCRIMINATION**

There shall be no discrimination, interference, retaliation, restraint, or coercion by the Town, Union, or their respective agents against any employee(s), because of his or her membership or non-membership in the Union, activity or lack of activity on behalf of the Union, or because an employee pursued, or advanced rights and privileges contained in the Agreement.

Each and every member of the bargaining unit or Local 4704 itself, may continue to exercise any rights, powers, or course of action to which they, collectively or severally, may be entitled to

under the laws of the Commonwealth of Massachusetts, the United States, or the ordinances or other legislative acts of the Town of Millis, except that pursuant to G.L. c. 150E. section 7 where any provision of this Agreement conflicts with any local ordinance or legislative act of the Town, said contract provision shall supersede and take precedence over any such conflicting statute, local ordinance, or other legislative act of the Town. Any and all rights and remedies that may exist at law, in equity or otherwise are hereby retained and reserved by the Union on its own behalf as the sole bargaining representative and on behalf of its individual members.

Employees are free to become or refrain from becoming members of the Union as they see fit.

The fire station facilities of the Department shall be made available to Union members for meetings or Union work, so long as there is no interference with normal work duties or details.

## **ARTICLE 29. UNION DUES**

In accordance with Massachusetts law, the town shall deduct from earned wages periodic Local 4704 membership dues required as a condition of acquiring or retaining membership in 4704 of those employees who individually authorize such deduction in writing on the form provided by the town. The town will remit all sums deducted under such check off authorization to the Treasurer of Local 4704 together with a list of the employees from whom such dues or fees have been deducted.

Local 4704 shall indemnify and save the employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action, taken or not taken by the town for the purpose of complying with this article, or in reliance on any assignment furnished to the town, included but not limited to any proceeding in which the town is made a party.

**Appendix A: Wages**

**The parties agree to establish the following pay scales which shall be implemented in FY23-FY25**

<b>FY23 Rates eff. 7/1/22</b>						
<b>2% COLA</b>						
Step (per hour)	1	2	3	4	5	6
Firefighter ALS	\$ 29.63	\$ 30.94	\$ 32.05	\$ 33.32	\$ 34.78	\$ 36.05
Firefighter BLS	\$ 26.93	\$ 28.02	\$ 29.14	\$ 30.29	\$ 31.52	\$ 32.77
Firefighter Stipend	\$ 573.24	-	-	-	-	-
Lieutenant ALS	\$ -	\$ -	\$ 35.90	\$ 37.33	\$ 38.82	\$ 40.38
Lieutenant BLS	\$ -	\$ -	\$ 32.62	\$ 33.94	\$ 35.28	\$ 36.72
Lieutenant Stipend	\$ 764					
EMT Stipend	\$1,199.19					

<b>FY24 Rates eff. 7/1/23</b>							
<b>2% COLA and step adjustment</b>							
Step (per hour)	1	2	3	4	5	6	7
Firefighter ALS	\$ 31.56	\$ 32.69	\$ 33.99	\$ 35.48	\$ 36.77	\$ 37.69	\$ 38.63
Firefighter BLS	\$ 28.58	\$ 29.72	\$ 30.90	\$ 32.15	\$ 33.43	\$ 34.27	\$ 35.13
FF/EMT Stipend	\$ 1,843	-	-	-	-	-	\$ -
Lieutenant ALS	\$ -	\$ -	\$ 38.08	\$ 39.60	\$ 41.19	\$ 42.22	\$ 43.28
Lieutenant BLS	\$ -	\$ -	\$ 34.62	\$ 35.99	\$ 37.45	\$ 38.39	\$ 39.35
Lieut./EMT Stipend	\$ 2,053						

<b>FY25 Rates eff. 7/1/24</b>							
<b>2% COLA</b>							
	<b>15YEARS</b>						
Step (per hour)	1	2	3	4	5	6	7
		\$	\$	\$	\$	\$	\$
Firefighter ALS	\$ 32.19	33.34	34.67	36.19	37.51	38.44	39.40
		\$	\$	\$	\$	\$	\$
Firefighter BLS	\$ 29.15	30.31	31.52	32.79	34.10	34.96	35.83
FF/EMT Stipend	\$ 1,880						
		\$	\$	\$	\$	\$	\$
Lieutenant ALS	\$ -	-	38.84	40.39	42.01	43.06	44.15
		\$	\$	\$	\$	\$	\$
Lieutenant BLS	\$ -	-	35.31	36.71	38.20	39.16	40.14
Lieut./EMT Stipend	\$ 2,094						

**Appendix B: Drug and Alcohol-Free Workplace Policy**

This policy shall supersede any conflicting policies or practices within the Fire Department but shall be construed and applied in a manner consistent with the Collective Bargaining Agreement.

**DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

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## XI. UNION REPRESENTATION\_\_\_\_\_

### I. INTRODUCTION

The Millis Fire Department (hereinafter the Department) and the Millis Firefighters Association Local 4704 (hereinafter the Union) recognize that illegal drug use and abuse/misuse of alcohol by Members of the Department poses a threat to the public welfare and to the employees of the department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is to detect and prevent illegal drug use, controlled substance and alcohol misuse and abuse and to assist in the rehabilitation of Members whenever possible. The following procedures provide the department with reasonable measures to ensure drug and alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

### II. EMPLOYEE ASSISTANCE PROGRAM

The Fire Department and the Union maintain an Employee Assistance Program (EAP) which is available twenty-four (24) hours a day, seven (7) days a week through the town's insurance carrier, MIIA. This program is for the benefit of all Members Voluntary participation, which is participation because a Member believes he or she may benefit by attending meetings at the EAP, is confidential and is optional for the Member. The treating professional under the EAP shall be the EAP coordinator.

### III. CONFIDENTIALITY

- 3.1 The Department shall advise all participants in the collection, testing, and reporting process of their responsibility to protect Member privacy and to



maintain the confidentiality of all drug and alcohol test results. The Department shall maintain all correspondence, notes, reports, testing records and other documents pertaining to substance abuse testing in a locked, secure location, and limit access to those records to those with a need to know.

- 3.2 Except as required by law, all information concerning a Member's drug and alcohol tests shall remain confidential for all purposes other than determining and defending disciplinary action.
- 3.3 With the exception of determining and defending disciplinary action or as required by law, all Department personnel shall maintain Member privacy and confidentiality concerning all alcohol and drug test results.
- 3.4 Any Department personnel with access to information about the identity of Members selected for testing and the designated test date and time shall maintain the confidentiality of that information to avoid any advance notice to the selected Members.
- 3.5 Notwithstanding the foregoing, upon request by the Member of the Member's union representative with written authorization from the Member, the Department shall provide copies of all laboratory reports, test results, forensic opinions, laboratory work sheets, procedure sheets, and/or laboratory procedures.

#### IV. DEFINITIONS

- 4.1 Controlled Substance – any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of “Controlled substance” in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids).
- 4.2 Illegally-Used or Improperly Used Drugs – any prescribed drug which is legally obtainable but has not been legally obtained or is not being used as originally prescribed, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA, fentanyl), and any other over-the-counter

or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

- 4.3 Alcohol – any of a series of hydroxyl compounds that include ethanol and methanol; colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors.
- 4.4 Department Property – Includes buildings, offices, facilities, equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the Department. It also includes any other site at which business of the Department is transacted whether on or away from Department owned, loaned, or leased property.
- 4.5 Motor Vehicle Collision – an unplanned, unexpected and unintended vehicle collision involving fire apparatus, or any vehicle used to conduct department business which a) occurs on Department property, on Department business, or during working hours, or b) causes a fatality, personal injury or damage to property in excess of \$500. [Necessary and authorized “squeeze-through” operations” are excepted from the property damage definition].
- 4.6 Drug Paraphernalia – any item that is intended for use for the administering, transferring, manufacturing, testing or storing of a controlled substance.
- 4.7 Reasonable Suspicion of Drug and/or Alcohol Use – the reasonable suspicion standard for drug testing of Members is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s) in light of experience that the individual may be involved in the use of any illegally-used drug, controlled substance, or alcohol. Examples may include one or more of the following:
- a. Observable phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty or off-duty use or possession of a controlled substance or illegally-used drug, and/or the on-duty display of behaviors which appear to be indicative of the use of any illegally-used drug, controlled substance, or alcohol and are not attributable to other factors;
  - b. A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including, but not limited to, extended or patterned sick leave use, excessive tardiness, or frequent accidents, not attributable to other factors which appears to be related to drug and/or alcohol abuse;

- c. Arrest, indictment, or conviction for a drug or alcohol related offense;
- d. Newly discovered evidence that the Member has tampered with a prior drug/alcohol test;
- e. Repeated or flagrant violations of the Department's Rules and Regulations which are determined by a supervisor to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug and/or alcohol abuse.

4.8 The indicators of being affected by a drug or by alcohol are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. Although reasonable suspicion does not require certainty, mere "hunches" are not sufficient to meet this standard.

4.9 Under the Influence of an Unauthorized Controlled Substance, Illegally-used Drug and/or Alcohol – The presence of alcohol content, of a verified positive drug test, at levels specified by the Substance Abuse and Mental Health Services Administration (SAMHSA), for unauthorized controlled substance or an illegally-used drug.

4.10 Medical Review Officer (MRO) – The Department's Medical Examiner, or his properly certified designee, shall serve as the Medical Review Officer under this policy.

4.11 Member – Any and all individuals represented by the Union or receiving union benefits but paying an agency fee.

4.12 The Contractor(s) – A third party contractor(s) that is responsible for administering the Fire Department Alcohol and Drug Testing Program, or any portion thereof. Duties of a contractor may include randomly selecting the Testing groups, collecting specimen at testing sites or other collection locations designated by the Department, storing specimens, and/or performing testing of specimens.

4.13 SAMHSA – The Substance Abuse and Mental Health Services Administration.

## V. AUTHORIZED USE OF PRESCRIPTION MEDICATION

Members undergoing prescribed medical treatment with any drug must inquire of their medical provider whether such drug can potentially affect the member's ability to perform the job safely. If advised that such a drug can potentially affect the member's ability to perform the job safely, or if the medical provider is uncertain about the drug's potential impact on the member's ability to perform the job safely, the member must immediately report the drug prescribed to the Fire Department's designated Medical Review Officer and a determination will be made as to the Member's ability to perform his/her duty.

## VI. PROHIBITED CONDUCT

The following conduct by Members is prohibited:

- 6.1 Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally-used drug, drug paraphernalia, or alcohol.
- 6.2 Use of alcohol at any time while in the Department Uniform.
- 6.3 Unauthorized storage in a desk, locker, or other repository on Department property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol;
- 6.4 Possession of any illegally-used drug, controlled substance, drug paraphernalia or an open container of alcohol in a vehicle used by a Member.
- 6.5 Being under the influence of an unauthorized controlled substance, illegally-used drug or alcohol;
- 6.6 Possession, use, manufacture, distribution, dispensation or sale of illegally-used drugs or controlled substances while off duty.
- 6.7 Intentionally diluting a urine or breath sample;
- 6.8 Refusing to consent to testing or refusing to submit a breath or urine sample for testing;
- 6.9 Failing to adhere to the terms of any Rehabilitation Agreement which the Member has signed;
- 6.10 Arrest or conviction under any drug or alcohol statute;

- 6.11 Failure to immediately notify the Department of any arrest or conviction under any drug or alcohol statute'
- 6.12 Failure to comply with Section 6;
- 6.13 Refusing to sign a) a receipt for the Department's Substance Abuse Policy; b) the Consent and Release Form, c) the Chain of Custody Form, or d) a Rehabilitation Agreement.

## VII. REHABILITATION

- 7.1 Rehabilitation Program – A Member may be directed to participate in a mandatory rehabilitation program by the Department's Medical Examiner, or the Department's EAP Program. Members may also self-refer to the Rehabilitation program. This section applies to both circumstances. Members who enter an inpatient drug or alcohol rehabilitation program unit must sign the Rehabilitation Agreement in Appendix A. The Member will be required to attend meetings as designated by the EAP and will be required to follow the directives established by the Coordinator of this program for a period of one (1) year following the date of his entrance into the Rehabilitation Program. Members who are participating in the Rehabilitation Program may be tested for the presence of drugs or alcohol at any time while enrolled in the program. Additionally, the Department Medical Examiner may require that a Member complete a medical evaluation during this rehabilitation period.
- 7.2 If a member cannot make a meeting for emergency reasons only, he or she must call in by telephone and report said absence to the Fire Chief and the EAP Coordinator. If a Member attends any rehabilitation meetings other than those at the EAP quarters, the Member must get prior written approval from the EAP program coordinator. The Member must catalog all substance abuse meetings that he attended, including the name of the group conducting the meeting and the meeting place. The Member shall provide such information to the EAP Coordinator.
- 7.3 Leave of Absence – As part of a rehabilitation program, the Department may grant a Member a leave of absence for the purpose of participating in a rehabilitation program that has been approved by the EAP Coordinator. The Member shall authorize his treatment provider to communicate with the EAP

Coordinator for the purpose of confirming that the Member is participating in the program and has adhered to all of the program's requirements. The Member will be responsible for any costs associated with his rehabilitation program that are not covered by his health insurance provider. The Member will be allowed to use his available leave balances in order to receive pay during this leave of absence. In the event that the Member does not have sufficient leave then he will be placed on unpaid leave of absence for the period allowed under the Family Medical Leave Act. Prior to the Member's return to the Department, the Member must submit to Department administered drug and alcohol testing, and test negative for drugs and alcohol in accordance with the standards in this Policy. Additionally, the Member must be cleared to return to duty by the Department's Medical Examiner.

## VIII. TYPES OF TESTING

8.1 Drug tests will consist of determinations of the presence of controlled substances, illegally used drugs and alcohol as defined in Section II. Members of the Fire Department will be tested for drugs and/or alcohol under the following circumstances:

- a. Random Testing – In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free, the Parties agree that the Department will implement and maintain a random drug and alcohol testing program. This program will include urinalysis and breath alcohol testing.

8.1.1.1 Reasonable Suspicion of Drug and/or Alcohol Use – A Member will be tested for drugs and/or alcohol when a supervisor makes a determination based on reasonable suspicion. Referrals for reasonable suspicion testing will be made using the procedures set forth in paragraph X.

- b. Observation – A Member will be tested for drugs and/or alcohol when the Fire Chief or officer in charge makes a determination, based on his direct observation, that the Member may be under the influence of alcohol or drugs in violation of this policy.

- c. Follow-Up Testing – Any Member who has tested positive for alcohol or drugs in violation of this policy will be subject to unannounced follow-up testing for thirty-six months following the date of return to duty.
- d. Probation Period Testing – All Probationary personnel are subject to drug and alcohol testing during their probation period may be tested without prior warning and at random intervals. Members who test positive for drugs or alcohol during their probationary period shall be terminated.
- e. Condition of Permanent Promotion/Appointment – Members who are offered and accept a promotion/appointment to a superior position in the Department will be required to submit to alcohol and drug testing. A negative test result shall be a condition of such promotion. An employee can decline to be tested and, upon an employee's exercising such option, the employee shall forego the promotion in issue; however, such employee shall not be regarded as having refused to be tested for any other purpose or provision of this Policy, nor shall such declining constitute a basis for reasonable suspicion drug or alcohol testing.
- f. Return from Suspension – Members, who have been suspended for a violation of this Policy, will be required to submit to Department administered drug and alcohol testing, and must test negative for drugs and alcohol in accordance with the standards in this Policy, prior to his/her return to the Department. Additionally, prior to returning to work the Member must be cleared to return to duty by the Department Medical Examiner.
- g. Motor Vehicle Collision – Members who are driving fire apparatus or any Department owned vehicle which is involved in a motor vehicle collision, will be required to submit to alcohol and drug testing, except for authorized squeeze throughs.

## IX. POLICY ENFORCEMENT

9.1 The following section applies only to those Members of the Department who have not tested positive for drugs or alcohol in violation of this Policy at any point in his or her career and who are participating in the Department's

Rehabilitation Program (“the Program”) either on a mandatory basis or as a matter of self-referral:

- a. A Member who has been directed by the Department to participate in the Program or has self-referred to the Program but has not violated any provision of this Policy shall not be subject to disciplinary action.
- b. If a Member, who is participating in the Program, fails to follow the guidelines of his rehabilitation program, he or she shall be suspended for a period of (5) days. Additionally, the Member will be required to participate in the Program for one (1) year from the date of his return from the five (5) day suspension.
- c. If a Member, who is participating in the Program, fails to follow the directives of his rehabilitation program for a second time, he or she shall be suspended for a period not less than thirty (30) days. Additionally, the Member will be required to participate in the Program for one year from the date of his return from the thirty (30) day suspension.
- d. If a Member, who is participating in the Program, fails to follow the directives of his Rehabilitation Program for a third time, the Member shall be terminated.

9.2 The following section applies to those Members of the department who have tested positive for drugs or alcohol in violation of this Policy at any point in his or her career:

- a. If a Member tests positive for drugs or alcohol for the first time, but has not violated any other provision of this Policy, the Member shall be suspended for a minimum period of thirty (30) days; however, the Town reserves the right to institute other discipline dependent upon the circumstances surrounding the violation of the policy or violation of department rules, regulations, other policies, and procedures.
- b. If a Member tests positive for drugs or alcohol for the first time, he or she shall be required to participate in the Department’s Rehabilitation Program.
- c. If a Member has violated other provisions of this policy, in addition to testing positive for drugs or alcohol, he or she may be subject to



disciplinary action in excess of thirty (30) days and which may, depending upon the severity of the violation, include termination.

- d. If a Member tests positive for drugs or alcohol a second time, the Member shall be terminated.
- e. If a Member, who has tested positive for drugs or alcohol, fails to follow the terms and conditions of his or her rehabilitation agreement, the Member may be terminated.
- f. If a Member, who tested positive for drugs or alcohol in violation of this Policy, tests positive for either drugs or alcohol a second time, regardless of whether the second positive test corresponds to the substance that gave rise to the first positive test, the Member shall be terminated.

9.3 If a Member switches or adulterates a urine or breath sample during the testing process, the Member shall be treated as if he/she tested positive.

9.4 If a Member leaves the worksite without authorization and without complying with the requirement to be tested, the Member shall be treated as if he tested positive.

9.5 Nothing in this Policy will limit the Town's authority to impose discipline for violation of the Rules and Regulations of the Department not included in this Policy.

## X. PROCEDURES FOR DRUG TESTING

### 10.1 Referral Procedure for Supervisors for Reasonable Suspicion

The Department's supervisors are responsible for being alert to declining job performance, erratic behavior or other indicators of possible illegal drug use, controlled substance abuse or alcohol use or abuse. Whenever a supervisor makes a determination of reasonable suspicion of drug and/or alcohol use the following steps will be taken:

- a. The supervisor will immediately document in writing all circumstances, information and facts leading to and supporting his/her suspicion. At a minimum, the report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale

leading to referral for testing and the action(s) taken. That report shall be submitted to the Fire Chief and the Member shall be taken off active duty.

- b. Prior to referring a Member for testing, the Fire Chief will discuss the problem with the Member and the supervisor in a private location with one (1) witness present. Caution will be taken not to accuse the Member of substance abuse, but the Member will be presented with instance(s) of questionable behavior or other indicator(s). If the Member does not have an acceptable explanation for his questioned behavior or the presented indicator(s), the Chief will continue with the procedures set forth in this section. The Member may request the presence of a union representative during this meeting; however the inability to secure a union representative shall not unduly delay the meeting.
- c. The Chief will make the final determination as to whether to refer the Member to be tested.
- d. Once a determination has been made to refer a Member for testing, the Chief will advise the Member of such decision and notify the Contractor, who will respond to that location and conduct the test. The supervisor or Chief should remain with the Member at the collection site until testing is concluded. In the event that leaving the scene and/or remaining with the member is not feasible, the Chief will 1) arrange transportation with a supervisor to the designated collection site (the Member will be instructed not to drive a vehicle), 2) notify the collection site that the Member is being sent for testing, 3) arrange transportation for the Member following the collection process, and 4) notify the Member that he or she is not to return to work pending receipt of the test results by the Medical Review Officer.
- e. Upon conclusion of the testing the Chief will ensure that the Member is escorted to his/her destination. The Chief will direct the Member not to drive himself/herself to their destination. The Member will be relieved from duty and placed on administrative leave with pay pending the outcome of the test results and the Member will be notified of this change in status.

- f. In those cases where the supervisor has reasonable suspicion to believe the Member is impaired, the Member will be immediately removed from the work site and shall be placed on administrative leave with pay pending the outcome of the test. If the Member tests negative for drugs and alcohol, the Member shall be restored to full duty.
- g. In those cases where a supervisor discovers a Member who possesses what appears to be a controlled substance, illegally-used drug or alcohol, or drug paraphernalia, he or she will proceed as described above for instances where reasonable suspicion exists, and, if the substance in question appears to be a controlled substance or illegally used drug, will report the matter to the Fire Chief and Police Department immediately and to the Chief for possible disciplinary action.

#### 10.2 Procedures for Random Testing

- a. Random on-duty testing will be conducted throughout the year, although the days of the week and the times of the day when testing is conducted, and the number of Members tested in any given week will vary.
- b. The Department shall create a list of employees that will be subject to random testing. Members on modified duty shall be included in Testing Groups.
- c. The Department shall use an established independent third-party contractor(s) ("Contractor") to select the Members to be tested and administer the testing process. The Contractor shall have clients subject to USDOT-regulated testing. The Department shall give the Contractor a list of the employees and a schedule indicating when the Members are on duty. The contractor shall independently determine the dates and times of testing. The Contractor shall design the testing program such that number of drug and alcohol tests each year is, in the case of each type of test, at least equal to 50% of the total number of Members, the Contractor shall generate a list ("list") of testing employees using a scientifically valid, tamper-resistant, computer-generated random number selection method. This list will be in effect for a seven (7) day period from Monday through Sunday. During the week for which it is generated, the Contractor shall not provide the Department with a copy of the list.

- d. The following process shall be repeated on each day in which the Department conducts random testing:

The Contractor shall advise the Department's Chief of the testing employees selected for random testing and the dates and times of such testing. Subject to the operating needs of the department, all of the Members selected shall be tested. If an employee is not on duty on a particular day, the employee will remain on the list for the duration of the seven (7) day period that the list is effective and may be tested the next time that he/she is on duty.

- f. A Member who is on the testing list and is working that tour on the date designated by the Contractor will not be excused from testing, will not be allowed to reschedule testing, nor will the Member be allowed to take sick time or leave work to avoid testing. If such a Member leaves the worksite, without authorization, without complying with the requirement to be tested, the Member shall be treated as if he/she tested positive for a controlled substance in accordance with Article X of this policy.
- g. If a selected employee is at an active incident, the Department will delay testing until the incident is cleared and the unit(s) has returned to its assigned work location. All random testing shall be scheduled with due consideration for the operational needs of the Department.
- h. The Contractor will collect specimens at the test site or, where it deems appropriate, at any other test site designated by the Department.

### 10.3 Procedures for Random Testing

- a. When conducting testing for prohibited drugs the Department will use urine screening. When conducting testing for alcohol use the Department will use breath alcohol testing. The designated Collector shall collect one urine sample from the Member at the time he/she collects the breath sample for alcohol testing. The designated collector shall take reasonable measures to provide the Member with privacy while maintaining the integrity of the testing.
- b. The designated collector shall divide the urine sample into two (2) containers, one for testing and the other for potential re-testing. The Member will place a signed and dated seal over the cap of the specimen containers, place the sealed containers in an envelope, seal the envelope and then sign across the seal. In the event the Member

cannot produce sufficient urine for a split sample (a total of 45 millimeters, 30 for the tested sample, 15 for the untested sample) the specimen collector shall document the inability or produce a sufficient sample. An attempt should be made to have the Member produce a sufficient specimen in accordance with procedures defined by the Contractor. A Member who has not produced a sufficient specimen after three hours shall be referred to the Department's Medical Review Officer for evaluation in accordance with Section 10.5.

- c. The designated collector shall retain the samples to ensure chain of custody from the collection site to the location where the Contractor will conduct the actual test.
- d. In the case of random testing, the Contractor shall test the sample for the presence of these five drugs, classes of drugs, or their metabolites: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. In the course of testing for reasonable suspicion of drug and/or alcohol use, other drugs or their metabolites may be tested for if their particular use is suspected. The Contractor shall conduct an initial test on the urine sample, as well as a confirmatory test on each urine sample that yields a positive result.
- e. The Department will direct the Contractor to store all confirmatory positive urine samples in an appropriate, properly secured location.
- f. Breath alcohol tests will be conducted by a properly qualified test operator using an Evidential Breath Testing device (EBT). A positive test will be followed by a second confirmatory EBT test. The Department will direct the Contractor to store breath alcohol results at a level of .04 or greater in an appropriate, properly secured location.
- g. The Contractor shall utilize a laboratory certified by SAMHSA and using SAMHSA standards to conduct the test on the urine sample.

#### 10.4 Testing of Divided Sample

- a. A Member who tested positive for a controlled substance(s)/illegal drug(s) may, within seventy-two (72) hours of being informed of the test result, make a written request to have the untested sample submitted for testing. The Member may have the untested sample tested by the same laboratory as the initial sample of the Member may select an

alternative laboratory. The alternative laboratory must be certified by SAMHSA and must apply the same testing levels. The untested specimen must be transported directly from the Contractor to the alternative laboratory and the Member must pay any associated costs for this additional test. The Member must authorize the alternative laboratory to provide the test results directly to the Department's Medical Review Officer.

#### 10.5 Diluted Sample of Inability to Provide a Sample

- a. In the event that a Member does not provide a sufficient breath sample for alcohol testing, or a sufficient urine sample for drug testing, the designated Collector will refer the Member to the Medical Review Officer. If the Medical Officer determines the Member has a valid reason for his/her inability to provide a sufficient sample, then the Medical Review officer shall have the discretion to order additional testing to secure a valid sample. If, after consulting with the Member's medical care provider, the Medical Review Officer finds no valid reason for the Member's inability to provide a sufficient sample, then the Member shall be treated as if he/she tested positive.
- b. If the Contractor informs the Medical Review Officer that a Member provided a diluted sample, then the Medical Examiner Officer shall have the discretion to order additional testing to secure a valid sample.

#### 10.6 Procedure Upon a Positive Test Result

Upon a final positive test result, after either reasonable suspicion or random testing, the MRO shall meet with the involved member. Such meeting shall provide the member with the opportunity to discuss alternative causes for the positive test. The final decision about the test result shall be made by the MRO.

### XI. UNION REPRESENTATION

- 11.1 Any Member ordered to undergo alcohol and drug tests under this Policy may request the presence of a union representative during the test. However, the inability to secure a union representative shall not unduly delay administration of the test and the union representative shall not interfere with

the privacy and integrity of the testing process as prescribed by the Contractor.

- 11.2 At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results so long as such inspection and observation do not interfere with the drug and alcohol testing program. The Union may inspect individual test results if the release of this information is authorized by the Member involved.

### Millis Fire Department Rehabilitation Agreement

I, \_\_\_\_\_, enter into this Rehabilitation Agreement with the Millis Fire Department and agree to comply with the terms and conditions listed herein.

I agree to remain substance free for the duration of this agreement. This includes refraining from the use of controlled substances, illegally-used or improperly used prescription drugs or alcohol.

I agree that I will comply with all of the terms of the Millis Fire Department's Drug and Alcohol Free Workplace Policy (The Policy).

I agree that I may be tested for the presence of drugs or alcohol at any time for the duration of this agreement. I understand that this testing is in addition to the regular random drug testing program for all Members.

I agree that if I have ever tested positive, or if I ever do test positive, for the presence of drugs or alcohol in violation of the Policy, I will be subject to unannounced drug and alcohol testing for thirty-six months from the date of my return to duty.

I understand that I must attend regular meetings, administered by the Millis Fire Department Employee Assistance Program (EAP) in accordance with the schedule outlined below:

1. Months one, two and three:
  - a. Attend a minimum of three (3) substance abuse meetings per week for the first three (3) months; and
  - b. Visit the EAP office twice per week; and
  - c. If a member attends the substance abuse meeting that is held at EAP quarters, it will constitute one (1) meeting per month.
2. Months four, five and six:
  - a. Attend a minimum of three (3) substance abuse meetings per week; and
  - b. Visit the EAP office once per week.
3. Months seven, eight and nine:
  - a. Attend a minimum of three (3) substance abuse meetings per week; and
  - b. Visit the EAP office once every other week.
4. Months ten, eleven and twelve:
  - a. Attend a minimum of three (3) substance abuse meetings per week; and
  - b. Visit the EAP office once per month.

I agree that in the event I cannot attend a meeting for emergency reasons only, I will contact the EAP by telephone at (xxx) xxx-xxxx. If I attend any rehabilitation meetings other than those at the EAP quarters, I will get prior approval from the EAP Program Coordinator. I will maintain a catalog of all substance abuse meetings that I attend, including the name of the group conducting the meeting and the meeting place. I will provide this information to the EAP Program Coordinator.

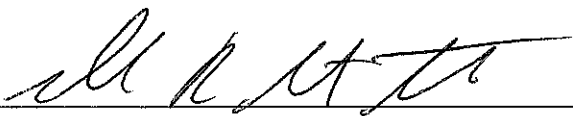


I understand that if I have granted a leave of absence for the purpose of participating in a rehabilitation program, then prior to my return, I must submit to a Department administered drug and alcohol test and test negative for drugs or alcohol in accordance with the standards in this policy. Additionally, I must be cleared by the Department's Medical Examiner to return to duty.

I understand that if I am suspended for any reason during the length of this agreement (separate from any initial thirty day suspension if I have tested positive for drugs or alcohol for the first time), a new twelve (12) month rehabilitation agreement will start upon my return from the suspension.

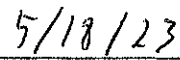
I understand that failure to follow the terms and conditions of this Rehabilitation Agreement will result in disciplinary action in accordance with Article X of the Department's Drug and Alcohol-Free Workplace Policy.

By affixing my signature below, I hereby agree to the terms of this Agreement and state that I have freely, knowingly, intelligently and voluntarily entered into this Agreement. I also acknowledge that I was given and exercised a full opportunity to consult with my Union representatives, to review the terms and conditions of this Agreement, and was fairly represented by the Union at all times during the negotiation of this Agreement and its terms.



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Name



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Date

