

**AGREEMENT BETWEEN THE TOWN OF TEMPLETON
and
THE PROFESSIONAL FIREFIGHTERS OF TEMPLETON,
LOCAL 5311, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO**

January 1, 2022 to June 30, 2024

This Agreement is entered into this 12 day of January 2022, by and between the Town of Templeton ("Town") and the Templeton Fire Department, on behalf of the Templeton Professional Firefighters – Local 5311 ("Union").

ARTICLE 1
UNION RECOGNITION

- A. The Town hereby recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time Town of Templeton firefighters below the rank of Chief, but excluding all managerial, confidential, casual and other employees of the Town.
- B. Pursuant to such representation, the Union may appoint a total of up to three of its members to engage in collective bargaining. A unit member who serves on the bargaining committee may attend any bargaining session with the Town that may be scheduled during his/her regular working hours, without loss of pay or benefits, while he/she is so engaged with the provision that he/she notify the Chief no less than forty-eight (48) hours in advance of the date, place and time of such meeting. The Chief may adjust the shift and/or part of the shift required for the member officer participating in such sessions. Any member engaged in collective bargaining during their work shift will be expected to answer any call that occurs during the bargaining session.
- C. The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2
RIGHTS OF MANAGEMENT

The Town retains all rights it had prior to the signing of this Agreement, except such rights that are modified by this Agreement.

- A. Unless an express, specific provision of this Agreement clearly provides otherwise, the Town and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which union personnel are employed.
- B. The Town shall have supervision and command of union members through its Fire Chief and command structure unit.
- C. By way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Department and the Town; to determine the organization of the Department, and the number types or grades of employees assigned to a shift, vehicle, building, work project or task; to determine whether non-fire services work will be performed by union personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, appointment, promotion, assignment,

direction, and transfer of personnel; to determine the care, maintenance and operation of the equipment and property to be used, and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours or shift schedules; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to make, amend, and enforce such rules, regulations, Standard Operating Procedures, and policies from time to time as management deems appropriate; to discharge, suspend, demote, or take other disciplinary action against employees; to establish new jobs; abolish or change existing jobs; and determine where and by whom work will be done; to grant and schedule leaves; including but not limited to sick leave and administrative leave; to require and assign overtime; to relieve employees due to the incapacity to perform duties or for any other lawful reason; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct; to manage its operations generally; to contract and subcontract work; to direct, manage, train, supervise, and evaluate all employees, including the establishment of the evaluation instrument, the frequency of evaluations and conducting of evaluations; to establish new job descriptions, abolish, change, and interpret existing job descriptions; to increase, diminish, change or discontinue operations in whole or in part; to determine the level of services to be provided, and to alter, add to or eliminate the existing methods, processes, materials, products, equipment, facilities or programs; to determine the location, organization, number and training of personnel; to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, to assign employees to duties and tasks from time to time, to assign shifts and to change the shift assignments from time to time; to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts; to institute technological changes and/or revise processes, systems or equipment from time to time; to determine the professional standards for on-duty appearance of employees; to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing in accordance with Article 36; and, to determine whether goods should be leased, contracted or purchased.

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

ARTICLE 3
UNION REPRESENTATIVES

The Union may appoint one primary member and one alternate member to act in the absence of the primary as Union Designee who shall be granted reasonable time off during working hours to investigate and settle grievances, participate in management meetings and carry-out similar such duties. They shall receive permission from the chief or his designee in advance of taking such time off. A written list of Union Designee(s) shall be furnished to the Town upon their designation and the Union shall notify the Town of any change.

DEFINITIONS

- A. Full-Time Employee: For the purposes of this Agreement, a full-time fire-fighter is defined as a permanent uniformed member of the Templeton Fire Department regularly scheduled.
- B. Regular Part-Time Employee: For the purposes of this Agreement, a regular part-time fire-fighter is defined as consistently scheduled on an ongoing year-round basis for more than 19.5 hours or more per week. Fire fighters that meet these criteria are eligible for pro-rated benefits.
- C. Officer: For the purposes of this Agreement, an officer is defined as any Fire Department uniformed member holding the supervisory rank of Lieutenant, Captain, or Deputy Chief.
- D. Day: For the purposes of this agreement a day is considered 12 hours.

ARTICLE 4
NON-DISCRIMINATION

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement because of membership or non-membership in the Union, or because of race, sex, religion, creed, color, or national origin.

The Town retains all rights it had prior to the signing of this Agreement, except such rights that are modified by this Agreement.

The Town agrees not to discharge, discriminate, interfere, restrain or coerce in any way against employees covered by this Agreement, on account of Union membership or lawful Union activities as provided for in Chapter 150E of the General Laws of Massachusetts.

ARTICLE 5
UNION ACTIVITIES

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

- B. The Town shall provide space for a bulletin board (minimum size of 20" by 30") at the fire stations for Union notices. The Union will not post notices containing libelous messages. The Union shall not post notices at any Town location other than the approved bulletin boards.
- C. Nothing in this Article shall be deemed to prevent a union officer from discussing a grievance with a full-time member on duty, provided that the union officer has the prior approval of the Chief and provided that the union officer does not interfere with the full-time member's performance of duty.

ARTICLE 6
UNION DUES

- A. Employees of the union may authorize payroll deductions for the purpose of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form attached as Exhibit A.
- B. Membership in the Union and payment of Union dues is voluntary on the part of the employee. It is the responsibility of the Union to provide Exhibit A, attached hereto, to each eligible union member upon the completion of their probationary period and obtain the appropriate signature and thereafter provide the original to the Town Officer charged with processing the payroll. Commencing with the next full payroll check to be processed by the Town, the Town shall withhold the appropriate pro-rata dues owed to the Union. The Union shall not hold the responsible for, and shall defend and hold the Town harmless from, any claim for deducting any such dues on account of his/her failure to provide such notice to a covered employee or providing a signed copy to the Town.
- C. The Union shall provide written notice to the Town Officer charged with processing the payroll, what the annualized dues shall be for Union members. If no such notice is received, the dues in effect for the then current year shall continue to be in effect.
- D. The Union agrees to indemnify, defend, save and hold the Town harmless against any and all claims, suits, or other forms of liability arising out of the application of this article.

ARTICLE 7
PUBLICATION OF COPIES OF THE CONTRACT

The Town shall maintain an electronic copy of the Collective Bargaining Agreement and amendments thereto.

ARTICLE 8
DISCIPLINARY ACTION

No full-time firefighter shall be removed, dismissed, discharged, suspended, reduced in rank, or disciplined in any other manner except for cause.

ARTICLE 9
LAYOFFS

Layoffs for lack of work or lack of money shall be made based on a. operational needs and then b. based on reverse seniority for full-time status with Templeton Fire Department. The Union can elect to work with the Fire Chief to prevent layoffs in certain situations.

ARTICLE 10
SENIORITY

- A. For the purposes of this Agreement, there shall be established one (1) seniority list for length of full-time service in the Templeton Fire Department. The seniority list shall be posted on the Union bulletin board.
- B. Should a layoff occur, it shall be by least senior firefighter shall be laid off first after consideration of the departments operational needs.

ARTICLE 11
WORK UNIFORMS & EQUIPMENT

Determinations regarding the equipment and clothing required of members of the union shall be made by the Chief.

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

Reimbursable clothing/equipment allowance shall be up to \$700 for each Union member for each of the three years of this contract. All purchases must be submitted by June 15 of each fiscal year.

ARTICLE 12
WORK SCHEDULE

- A. The work schedule for full-time employees shall be determined by the Fire Chief.
- B. Training schedules shall be approved by the Chief at his discretion. Full-time employees will participate in training as scheduled and shall be paid at hourly wage during normal work hours. It will be paid at time and one-half (1 ½) for all hours involved with a two (2) hour minimum, provided that the training falls outside of the normal work day.
- C. If called in for call duty, time and one-half (1 ½) shall be paid for all hours worked with a minimum of two (2) hours. The Chief shall have the discretion to utilize the services of an employee called in under this provision for the balance of the two (2) hour minimum.

- D. Swapping of 24 hour shifts is deemed to be a benefit to the employees and the Town. Swapping of shifts is to allow full-time staff the flexibility for needed time off and allow the department the flexibility to fill per-diem shifts with limit staff. Shift swaps may be done hour by hour. All shift swaps must be done within thirty days and must be approved by the Chief.
- E. Full-time firefighters covered by this Agreement shall work a 48-hour week. Scheduling is subject to operational and public safety needs as determined by the Chief, but only after impact bargaining over said contemplated change. The notice of intent relating to any such schedule change shall be conveyed with 60 day notice.

Below the shifts can be found.

- A shift: 06:00 to 18:00 Monday through Thursday
- B shift: 07:00 to 07:00 rotating
- C shift: 07:00 to 07:00 rotating
- D shift: 07:00 to 07:00 rotating

ARTICLE 13 OVERTIME

- A. Full-time employees, in performance of their regular duties, shall receive overtime pay pursuant to this article at the rate of time and one-half (1½) their respective base rate of pay for all hours worked in excess of their regularly scheduled hours per week.
- B. If an assignment requires work in excess of their regularly scheduled hours per week, such scheduled overtime work must be authorized in advance by the Fire Chief and/or his/her designee.
- C. Employees covered by this agreement shall have the right of first refusal on all regularly scheduled shifts subject to this agreement in relation to overtime, except 1. After a bargaining unit member has been on leave from work for four (4) or more consecutive regularly scheduled shifts for a reason other than vacation leave; 2. After a bargaining unit member has been on leave from work for sixteen (16) or more regularly scheduled (consecutive or non-consecutive) in a contract year for a reason other than vacation leave; 3. After there has been a vacancy in a bargaining unit position for a period of four (4) or more consecutive regularly scheduled shifts or when a bargaining member is not scheduled to work a holiday. The Town may assign a Call or Per Diem Fire-fighter to cover any shift for which bargaining unit members do not have the right of first refusal pursuant to this section.
- D. Holdover Overtime: If an employee scheduled to come on shift calls in sick, and no member (of the appropriate care level) agrees to work, on duty staff will be forced to remain on duty for a maximum of 12 hours or until they are relieved by a member with the appropriate care level. Personnel forced to work will receive "time and one half" for hours worked with a minimum of (2) hours.

ARTICLE 14
SALARY CLASSIFICATION

The following wage schedules shall reflect the following wage increases:

Position	FY23	FY24
Firefighter/Paramedic*	\$23.00	\$23.50
Firefighter/Paramedic (less than 3 years)	\$25.75	\$26.25
Firefighter/Paramedic (3 or more years)	\$26.25	\$26.75
Lieutenant	\$26.40	\$26.90
Captain	\$27.07	\$27.57

*Without both certifications

At the time of ratification, all bargaining unit members will continue to receive their current rate of pay through June 30, 2022 and will move onto the FY '23 wage schedule on July 1, 2022. Only bargaining unit members, employed by the Town as of the date of ratification, will receive a one-time payment of \$750.00, minus standard deductions. Any new hires, after date of ratification, will not be eligible for the one-time payment.

ARTICLE 15
PROBATIONARY PERIOD

- A. Any newly hired full-time Firefighter/Paramedic shall be deemed to be on probation for a period of 12 months from the date of appointment.
- B. A probationary new Firefighter/Paramedic may be suspended or discharged in the sole discretion of the Town, and the suspension or discharge or other discipline of such a probationary Firefighter/Paramedic may not be made the subject matter of the grievance provision of this Agreement, either by the Firefighter/Paramedic or the employee affected or the Union.
- C. A union member who has been promoted in rank shall be paid at the pay rate of their promotional position and placed on a leave of absence from his/her previous rank during his/her probationary period in the promotional position.
- D. Any person initially appointed to a position covered by this Agreement, shall be required to satisfactorily serve a period of probation of 12 continuous months from their initial date of appointment before being eligible for a permanent appointment to the position.

For the purposes of his section, the initial date of appointment shall not be deemed to commence until a person is certified to perform the duties of a full-time Firefighter/Paramedic. Any person whose service is interrupted by more than 14 days at a time, for reasons such as sick leave, jury leave, Injury on Duty, or the like, or for a cumulative total of 30 days during the probationary period, shall have his/her service extended by a period of time sufficient to satisfy this requirement. Upon satisfactory conclusion of this time period, the person shall, subject to appropriation, be granted a permanent appointment to the Department. An employee separated during this probationary period shall have no recourse to the grievance procedure.

- E. Persons holding a permanent appointment to the Department who are promoted to a higher compensated position shall serve a six (6) month probation period in the new position under the same conditions before receiving a permanent appointment to that position provided however that any person whose service is interrupted by more than 7 days at a time, for reasons such as sick leave, jury leave, Injury on Duty, or the like, or for a cumulative total of 14 days during the probationary period, shall have his/her service extended by a period of time sufficient to satisfy this requirement.

ARTICLE 16
HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays.

New Years' Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving
Memorial Day	Day After Thanksgiving
July Fourth	Christmas
½ Day Prior to New Years' Day and Christmas	

- B. Holiday pay shall be paid as follows:

1. An employee not regularly scheduled to work on a holiday shall receive in addition to regular rate of pay, twelve (12) hours of pay at straight time as holiday pay.
2. An employee regularly scheduled to work on a holiday shall receive in addition to his/her regular rate of pay, twelve (12) hours of his/her regular hourly rate as holiday pay.
3. An employee who works overtime, on a holiday shall be compensated for those hours worked at two (2) times the rate of his/her regular hourly rate of pay.

- C. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation.

- D. All employees who have been employed by the Town in a full-time capacity for thirty (30) days shall receive the above holiday benefit.
- E. To be eligible for holiday pay, the employee must not take sick time on the regular scheduled working day of said observed holiday.
- F. The Town acknowledges other religious holidays and that such days may be taken off without additional cost to the Town.
- G. Except as may otherwise be prescribed by statute, employees shall cease to be compensated for such holidays upon an absence from work of more than thirty (30) work days and shall once again be compensated for such holidays immediately upon a return to work. Employees who are not being compensated for such holidays which occur during this time period will have the right to use leave time to otherwise be paid for such a holiday.
- H. The A shift (day position) will be allowed the following six (6) holidays off: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas Day. For the week in which any of these listed holidays occur, the A shift (day position) shall receive straight time forty-eight (48) hours of pay and no holiday pay.

ARTICLE 17
VACATION

- A. All regular full-time employees shall earn vacation at their current rate of pay based upon length of service as of their anniversary date. All vacation time shall be taken within one year of the anniversary on which it was granted. Up to one week (48 hours) may be carried forward into the next fiscal year upon the approval of the Select Board. Full-time employees shall be granted vacation leave in accordance with the following schedule:

Service	Length
6 months	1 week
18 months	2 weeks
Five years and over	3 weeks
Ten years and over	4 weeks
Fifteen years and over	5 weeks
Twenty years and over	one additional day for each year over 20

- B. Vacation is computed on completed years of service effective the anniversary date of hire of any given year. Earned vacation is to be credited as of July 1 and must be taken prior to June 30 of said fiscal year.
- C. Vacations must be approved by Fire Chief. Conflicts in scheduling will be resolved on the basis of seniority of continuous service and the Town's needs.

- D. Whenever, the employment of any person, subject to the provisions of this Policy, is terminated during the year due to layoff, resignation, retirement or death, without the employee having taken all vacation to which he/she is entitled, the employee or his/her estate will receive compensation for any unused vacation time.
- E. Illness suffered during an employee's scheduled vacation will be considered vacation time rather than paid sick time. However, if hospitalization or confinement is required, paid sick time may be substituted for vacation time if the provisions of the sick leave are satisfied and the vacation time rescheduled. If leave for bereavement purposes during vacation time becomes necessary, then bereavement leave may be substituted.
- F. Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town's service and are later reinstated, shall be considered new employees except as covered in the lay-off provisions.
- G. Observed holidays established by these policies falling within a vacation shall be considered holiday time not vacation time.
- H. Vacation leave shall not accrue during any leave in excess of thirty (30) days, with or without pay.
- I. Vacation shall be scheduled by the Chief in accordance with the needs of the Town. Vacation requests for the period of Memorial Day to Labor Day shall be submitted to the Chief on or before May 1st of each year. All other requests will be considered by the Chief based on operational needs.

ARTICLE 18 INSURANCE PLANS

Employees meeting the definition of an employee according to Chapter 32B, Section 2 of M. G. L. and working a minimum of twenty hours per week are entitled to join the Town's group health and life insurance programs. The Town will pay 75% of the chosen health insurance plan's indemnity plan, and the employee's share is deducted from his/her paycheck.

ARTICLE 19 SICK LEAVE

The term "sick leave" shall apply to personal illness and disabling accidents that are not work-related. Sick leave is an excused absence for a specified illness. After three (3) continuous days of sick leave use, or upon the Town detecting that a pattern of potential abuse of sick leave may have occurred, the employee may be required to present a doctor's certificate, verifying sickness and/or certifying the ability of the employee to return to work. The Town will provide prior notice to the employee that the employee is believed to be abusing sick leave. Notification of absences due to illness must be made to the Fire Chief at least one hour prior to the regular scheduled start time on the day of absence.

Each regular full-time employee shall be allowed 13 days of sick leave per fiscal year which shall be accrued. Sick leave shall be accrued pro-rata over the course of the year.

Up to forty-eight (48) hours of sick leave of each year may be used as follows:

- For the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- To attend the employee's routine medical appointment or routine medical appointment for the employee's child, spouse, parent or parent of spouse;
- To care for the employee's child, spouse, parent, or parent of a spouse who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care or preventative medical care; provided, however, that use of sick leave for this purpose is limited to 48 hours per year; or
- To address the psychological, physical or legal effects of domestic violence.

Upon voluntary termination or retirement from the Town of Templeton, the Town will pay an employee \$10.00 per day, for accumulated sick time up to 40% of the accumulated time with a maximum of 40 days. The Town will provide a record of sick days used and accumulated on the employee's pay stub. In order to be eligible, the employee must provide at least thirty (30) days' notice for voluntary termination and six (6) months' notice for retirement.

ARTICLE 20 UNPAID LEAVE OF ABSENCE

Allowable only if the employee has exhausted his/her vacation and/or personal days and only if the workload permits and the absence of the employee will not cause undue hardship to the department. The maximum leave time is eight weeks. This leave will be taken as unpaid leave. Employee benefits will not be provided to employees during unpaid leaves of absence for personal reasons.

ARTICLE 21 LEAVES OF ABSENCE

Leaves of absence for limited period — not to exceed six months, shall be granted for any reasonable public policy purpose, and such leaves shall be extended or renewed for any reasonable period of time without pay or benefits. Such sections of leave shall not accrue to seniority as defined by contract.

Reasonable purpose in each case shall be decided by the Town. Reasonable purpose shall not be arbitrated.

ARTICLE 22
PERSONAL DAYS

In addition to the paid holidays, all regular full-time employees are entitled to three (3) paid personal days. Personal days shall be posted on the July 1st following the completion of the employee's probationary period and then every July 1st thereafter. Personal days cannot be carried over from one fiscal year to the next fiscal year, and they are forfeited when employment ends for any reason.

ARTICLE 23
MILITARY LEAVE

- A. The Town of Templeton will grant leave to employees, subject to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
- B. A union member shall be entitled to a paid leave of absence during the time of training service in the Armed Forces of the Commonwealth, or during his/her annual training tour of duty as a member of a reserve component of the Armed Forces of the United States, not exceeding seventeen (17) workdays per year, and shall receive his/her base compensation as an employee for the 17-workday period of the leave for training purposes. Nothing in this section shall limit or abridge the rights of a union member in military service under USERRA.
- C. Notification. Each union member is responsible for notifying the Fire Chief of the date he/she is leaving for military service and provide written proof from military or elective service officials to the Town Administrator indicating the date of departure and length of service required.
- D. Seniority, sick and vacation leave benefits shall continue to accrue during the 17-workday period of military leave for training purposes.

ARTICLE 24
JURY DUTY

- A. A union member who shall be required to serve on a jury on days he/she is scheduled to work, in accordance with Chapter 234A, §48 of the Massachusetts General Laws.
- B. Any union member seeking compensation in accordance with this section shall notify the Chief after receipt of the notice of selection for jury duty and shall furnish a written statement to the Town showing dates of juror service, time served.
- C. Subject to the rules of the Jury Commissioner, as a condition to receiving payment from the Town, an employee must report to work if during such duty he/she is discharged for the day or major portion thereof, during regular work hours.

ARTICLE 25
BEREAVEMENT LEAVE

All full time firefighters that completed thirty (30) days of service are eligible for bereavement leave with pay for five (5) work days in the event of a death of an immediate family member and three (3) work days for all other family members. "Immediate family" shall consist of father, mother, siblings, spouse, significant other, child, grandparents and grandchildren, including any step family members and in-laws. "Other family" shall consist of aunt, uncle, niece, nephew, and cousin. Requests should be made to the Fire Chief as soon as practicable. Proof of bereavement may be requested.

ARTICLE 26
PARENTAL LEAVE

All employees shall be entitled to parental leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 27
EDUCATION REIMBURSEMENT

- A. Union members will be compensated for attendance for all required EMS training to meet the National Registry of EMT's recertification requirements, those of the Commonwealth of Massachusetts and the contracted Medical Control physician. The time will be counted as time worked for overtime purposes. The Chief has discretion to assign employees to training during their regularly scheduled shifts.
- B. Educational opportunities shall be provided to all FT employees consistent with the Town's Policies.
- C. The cost of the department required certifications required to perform the job shall be reimbursed to the full-time firefighter by the Town.
- D. The Town shall not reimburse for training for a protocol violation or retraining required by the department's Medical Control Director.

ARTICLE 28
UNION BUSINESS LEAVE

The Union president or their designated representative, if on duty, will be granted time off with pay to represent the Union at formal or informal hearings that involve the membership. The Union president or his designee shall be granted two tours of duty per Union Fiscal Year (July 1 to June 30) to attend state, local, or international meetings or conventions.

ARTICLE 29

INJURY ON DUTY

Injured on duty shall be governed by and administered according to the rules and regulations of the Templeton Fire Department.

- A. Report of Injury: Any union member injured, through no fault of his or her own, while performing his/hers duty as a firefighter shall report the injury immediately to the officer in charge. The initial report may be made orally. Within forty-eight (48) hours of the incident, the union member shall file with the Chief a written report of the injury on a form provided by the Town and available from the Chief. If the union member is unable to file the report because of the nature or extent of his injuries, the report may be completed and submitted by someone acting on his/her behalf. The Chief shall forward a copy of the form to the Town Administrator.
- B. Injured in the Line of Duty: Union members shall be governed by M.G.L. c. 41, Section 111 F, and all decisional law interpreting that statutory provision.
- C. Application for Compensation: Any full-time fire fighter must apply for compensation on a form provided by the Town and available from the Chief. The form must be returned to the Chief. In order to assure that the full-time fire fighter promptly receives compensation, maintains eligibility for compensation under this Article, and to assure all parties that compensation is appropriate, any full-time fire fighter making application for compensation will:

Complete any and all insurance forms;

- ii. Pursuant to Clause A, complete a signed, detailed report stating the nature and cause of injury to the Chief as soon as possible after such injury occurs;
 - iii. Submit a letter from his/her doctor stating the nature of the injury, along with an estimate of how long the full-time fire fighter will be incapacitated as a result of the injury;
 - iv. Submit to examination at reasonable times by a physician representing the Town. The Town shall pay for said examination; and
 - v. Provide to the Town's physician complete records from his/her attending physician pertaining to the specific injury for which the full-time fire fighter is receiving compensation.
- D. Decisions Concerning Eligibility: All decisions concerning eligibility for 111F benefits shall be made by the Town Administrator. The Town Administrator may delay a final decision on eligibility pending investigation, and may reverse a decision based upon new information at any time.

ARTICLE 30 LIGHT DUTY

- A. A union member who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, at the discretion of the Chief, be required to perform light duty on either a full-time or part-time basis, provided the Chief, in his discretion, determines that there is light duty available to be performed by such full-time fire fighter and orders such employee to do so. Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, any provisions relating to shift bidding and seniority, the Chief shall have full authority to assign and reassign such officer to any shift or light duty necessary for the efficient implementation of this article.
- B. Light duty assignments shall include any duty to which a full-time fire fighter might otherwise be assigned, consistent with such full-time fire fighter's physical limitations, including, but not limited to clerical, training, investigative assistance, court work, school related work, public relations, inspections, station monitoring, clean-up or similar duties.
- C. Members on light duty will be allowed to attend medical appointments and therapy while on duty as a result of the injury.

ARTICLE 31
GRIEVANCE PROCEDURE

SECTION I

- A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.
- B. Letters issued by the Town, other than Written Reprimands are not grievable. However, an employee may make a written rebuttal to any such letter within fourteen (14) days of issuance, and the rebuttal will be maintained with the letter in the employee's personnel file.
- C. If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the Town and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record. The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file.
- D. All grievances shall specify:
 - a. the particular contract article and section alleged to have been violated;
 - b. the facts supporting each alleged violation in reasonable detail;
 - c. the date each act or omission violating the Agreement is alleged to have occurred; and
 - d. the remedy sought for each alleged contract violation. Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance.

STEP 1:

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

STEP 2:

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

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

SECTION II

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

SECTION III

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

SECTION IV

- A. If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then either party may file a written demand for arbitration with the Labor Relations Connection. Said demand shall be filed with the Labor Relations Connection within 30 days of the Town's answer in Step 2, or the Union's answer to the Town's claim of a violation of the Agreement.
- B. The arbitration proceeding will be conducted by and pursuant to the rules of the Labor Relations Connection. The Arbitrator shall have no power to add to, subtract from, modify, change or alter any provisions of this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the

parties, or by order of a court. The Arbitrator shall decide any disciplinary and discharge cases based upon the preponderance of the evidence standard of proof. The Arbitrator shall not render a decision contrary to state or federal law. The Arbitrator shall have no authority to award interest or punitive damages. The results of the arbitration shall be final and binding upon the parties with respect to all issues submitted under the Agreement as to the interpretation and application of the Agreement. The Arbitrator shall issue a decision within thirty (30) calendar days following the close of the hearing.

- C. Each party shall bear the full cost for its representation in the arbitration and the remaining costs will be shared equally between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at cost and to the arbitrator.
- D. Any decision which requires the payment of monies which are not available without proper budgetary action, shall not be acted upon until the necessary budgetary action is taken.
- E. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes.
- F. The arbitrator's decision shall be final and binding and may be reviewed under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as set forth in the grievance, shall limit the subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing.

ARTICLE 32
NO STRIKE

- A. No person covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- B. The Union agrees that neither the Union nor any of its officers, agents or members, nor any fire fighter or employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services, including upon termination of this Agreement.
- C. The Union agrees further that should any firefighter or employee or group of firefighters or group of employees covered under this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in

connection therewith, and take all reasonable means to induce such firefighter or employee or group of firefighters or group of employees to terminate such job action.

- D. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town against a firefighter or employee, and such other action that the Town may deem appropriate.
- E. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

ARTICLE 33
SAVINGS AND STABILITY OF AGREEMENT

- A. If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
- B. No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- C. The failure of the Town or the Union to insist in any one (1) or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.
- D. The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 34
SEVERABILITY

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the provision so affected shall become null and void; otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 35
COMPENSATORY TIME

- a. Full time fire-fighters may elect to be compensated for overtime work under this Article in the form of compensatory time in lieu of cash. Such time shall accrue at the rate of one and one-half hours for each hour of overtime work. In no event shall a full time fire-

fighter accrue in excess of ninety six (96) hours. A full time firefighter who has accrued the maximum allowed hours of compensatory time for that particular fiscal year shall not be permitted additional compensatory time in such fiscal year. Rather, all overtime shall thereafter be compensated in cash. Except as specifically permitted by this section, no compensatory time shall accrue for any other benefit.

Upon request, and subject to budget availability, a full time firefighter may request a cash-buy back of up to forty eight (48) hours of such compensatory time in June of the fiscal year.

- b. The taking of compensatory time will be requested at least seven (7) days prior to the date sought and must be requested in writing. The Chief shall make reasonable efforts to accommodate any alternative requests in the event he denies the original date(s) requested by the employee. All compensatory time shall be taken in the fiscal year in which it accrues.
- c. The overtime account will be reconciled monthly.

ARTICLE 36 DRUG AND ALCOHOL TESTING

A. Purpose

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

B. Prohibited Conduct

The following conduct shall constitute an offense under this Article:

- a. The possession, use, transfer, manufacture or sale of *marijuana*, and any illegal drug;
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities;
- c. Driving under the influence of alcohol or drugs;
- d. Reporting to work with the metabolite of an illegal substance in the blood, with a blood alcohol level above 0.02, or impaired by drugs or alcohol;

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

C. Prohibited Drugs

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

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

Drug and Alcohol Testing

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

- **New Hires:** Each new employee will submit to a drug test shortly after his or her date of hire.
- **Reasonable Suspicion:** When the Town has reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
- **Post-Incident:** Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test.
- **Follow-up Testing:** An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

FAILURE TO SUBMIT TO TESTING: A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as a positive test.

(1) Alcohol Testing Procedures:

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

(2) Drug Testing Procedures:

- i. **Collection:**

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

ii. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

iii. Reporting of Results:

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

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

iv. The Testing Laboratory:

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

D. Searches

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

E. Enforcement

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

F. Employee Assistance Program

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

ARTICLE 37
RENEWAL

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

CONDITIONS OF EMPLOYMENT

- A. Valid Driver's License. All employees must maintain their Driver's License as a condition of employment.
- B. EMT Basic, Advanced EMT, and Paramedic Recertification. All Firefighters must maintain their EMT and Paramedic certification as a condition of employment.
- C. Firefighter Academy Training or Equivalent. As a condition of continued employment, all new firefighter/paramedics must successfully complete the full time firefighter academy or equivalent within their first year on the job subject to approval of the Fire Chief.

ARTICLE 38
DURATION

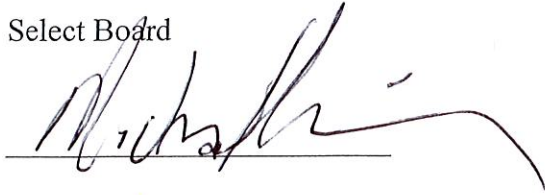
This agreement shall be effective as of January 1, 2022 and shall continue in full force and effect until and including June 30, 2024, and from day to day thereafter, until a new agreement shall be negotiated and executed by the parties.

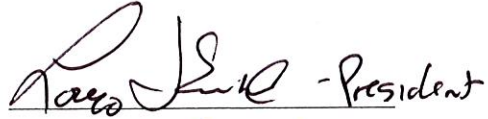
IN WITNESS WHEREOF, we have hereunto set by our hands, by the Town of Templeton through it's Select Board and the Professional Firefighters of Templeton, Local 5311, International Association of Fire Fighters, AFL-CIO, through its authorized representatives.

For the Town

For the Union

Select Board



 - President

 Vice chair

 - Vice President

Theresa M. Buffis (clerk)

 Pres.





EXHIBIT A

**TEMPLETON PROFESSIONAL FIREFIGHTERS
LOCAL 5311**

VOLUNTARY AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

Effective _____, I hereby request and authorize the Town of Templeton to deduct the dues, as my union has informed the Town they have established, for my position from my earnings each payroll period. This amount shall be paid over to the Union as prescribed in the CBA and represents payment of my Union Dues. Further you are authorizing any change in the amount to be deducted which is certified by the Union as a uniform change in its dues structure.

Signature _____

Date _____

Street _____

Town _____

State _____ Zip Code _____

Phone _____ Job Title _____