

AGREEMENT

This agreement made under the provisions of Chapter 150E of the General Laws by and between the Cotuit Fire District, herein after referred to as the "District" and Local #3642, International Association of Firefighters, herein after referred to as the "Union", in its own behalf and in behalf of its covered members of the fire department of the Cotuit Fire District, herein after referred to as "Employees" has as its stated purpose, the maintenance and promotion of a more harmonious relationship between the District, and the members of the Fire Department who fall within the scope of this contract in order that a more efficient and progressive public service may be rendered and a more equitable employment relationship be established.

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

1.0 RECOGNITION AND REPRESENTATION

- 1.1 Recognition - The District recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours, working and other conditions of employment for the bargaining unit defined herein.
- 1.2 Bargaining Unit - The Bargaining unit shall be composed and consist of all Full Time uniformed Firefighters of the Cotuit Fire District excluding the Fire Chief, Deputy Fire Chief, and all other employees of the District, as more fully set forth in the Massachusetts Labor Relations Commission Case No. M.C.R.-2048.
- 1.3 Union Representation - Members of the Union's Bargaining Committee and Grievance Committee, shall be granted reasonable time off without loss of pay or benefits if an agreeable off duty time can not be reached between negotiating parties, for all meetings between the District and the Union in matters involving or affecting negotiations for a collective bargaining agreement and/or the adjustment or formal hearing of grievances.
- 1.4 Union Business - Union Officers and representatives shall be permitted to discuss Union business with employees and to communicate official Union business to them on the premises of the District's fire station.

1.5 Union Meetings – Union meetings may only be held on the Cotuit Fire Department premises with written approval of the Chief of the Cotuit Fire Department.

1.6 Union Officers - The Union shall provide the Chief of the Department with a list of all Union officers and committee members by January 31 of each year. Notification of changes in the above shall be made by the Union to the Chief as soon as is reasonably possible.

1.7 Union Business Days - Such officers and members of the Union designated as delegates to labor conventions, conferences, and seminars shall be granted leave from duty with no loss of pay or other benefits totaling 48 hours per contract year. Written notification by the Union to the Chief of the Department of the employees name, date of requested leave, and purpose of leave shall be made at least seven (7) day prior to the date of the leave when reasonably possible.

1.8 Employee Rights - Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to join and assist the Union. Freedom to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in any official capacity, and including the right to present Union views and positions to the public, to officials of the District and the Fire Department, to the General Court, or to any other appropriate authority, Board or Official.

Without limitation of the foregoing, the District agrees that it will not recognize aid, promote or finance any labor group or organization seeking or promoting to engage in collective bargaining for the Department or make any agreement with any such group or organization which would violate the rights of the Union under the terms of this Agreement or the Law.

1.9 Agency Service Fee

1. Pursuant to General Laws Chapter 150E, Section 12 amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment in the bargaining unit, on the effective date of this Agreement, whichever is later, each and every member of this bargaining unit shall pay to the union an agency service fee if he/ she is not a member of the Union which must be proportional to the cost of negotiating and administering the collective bargaining agreement. Said agency service fee shall be deducted monthly.

2. The Union agrees to indemnify the District and hold it harmless from any and all claims, suits, back pay, interest, or any other forms of liability however denominated which may arise out of, or defend its enforcement of, said provision including discharge of nonpayment, including all legal fees and costs incurred by the District.

2.0 MANAGEMENT RIGHTS

- 2.1 Management Rights - Management officials of the Department shall retain the right to hire, direct, promote, transfer, assign, and retain employees within the Department. The Department may take disciplinary action against Employees for just cause, including dismissal. Finally, the management of the Department may take whatever action(s) necessary to preserve order and carry out the mission of the department.

3.0 HIRING, PROBATION, AND SPECIAL CONDITIONS OF EMPLOYMENT

- 3.1 Equal Opportunity - The Department shall maintain a policy regarding equal opportunity consistent with State and Federal law.
- 3.2 Discrimination - The Department shall maintain a policy regarding discrimination consistent with State and Federal law.
- 3.3 Hiring of New Employees - In accordance with District By Laws, the Prudential Committee will be notified prior to creating new full time positions. Funding for said position(s) shall be approved by vote of the Cotuit Fire District at an Annual or Special District Meeting. New full time positions will be advertised in at least one local newspaper having regional circulation. All applicants must meet the qualifications necessary for the position, which will include written, oral, and physical examinations, and a background check, as well as other criteria which may be established by the Department. The Department will endeavor to hire the most qualified individual(s) for the position(s).
- 3.3.1 New Employees, Credit For Previous Experience, FFI Training - Any applicant for a position as a Full Time Firefighter/EMT or Paramedic who does not have five (5) years full time experience as a Firefighter/EMT or Paramedic will, as a condition of employment, be required to attend the Massachusetts Firefighting Academy's Recruit Training Program. If hired, said Firefighter will start at entry pay for a Firefighter Step One (1).

Any applicant with at least five (5) years full time experience as a Firefighter/EMT or Paramedic, may, at the discretion of the Board of Fire Commissioners, in consultation with the Fire Chief and the Cotuit Permanent Firefighters, Local 3642, be deemed qualified enough to not be required to attend the Massachusetts Firefighting Academy's Recruit Training Program. Such applicant, if hired, would enter the department as a Firefighter Step Three (3).

Any applicant for a full time position with the department who has successfully completed the Massachusetts Firefighting Academy's Recruit Training Program would, if hired, be recognized as a Firefighter Step Three (3) upon entry.

3.4 Probationary Period - The Department recognizes two separate conditions under which Employees may be placed on probation, (1) probation for new employees and (2) probation for inadequate performance or improper behavior at any time after the initial probationary period (See Section 6).

A twelve (12) month probationary period shall be served by all new full time appointees to the Department. This period is established to benefit both the Employee and the Department. Probation is a period of adjustment and adaptation, both personally and in the terms of learning job requirements and work rules. An Employee may be terminated during his/her probationary period without cause and has no recourse to the grievance and arbitration provisions of the collective bargaining agreement.

During the probationary period, employees shall be evaluated, using objective criteria, within 14 days of their six (6) month and nine (9) month anniversary following appointment. An employee who shows an indication of failing said evaluation shall be notified not less than 30 days prior to the end of the probationary period. Probation may be extended for a period not to exceed ninety (90) days at the discretion of the Fire Chief for the purpose of continuing the evaluation. At the end of ninety (90) days, the employee will be taken off probation or terminated based on results of this evaluation. The Board of Fire Commissioners may extend the initial probation period to allow for successful completion of the Massachusetts Firefighting Academy's Recruit Training Program.

3.5 Living Radius

1) Employees of the Department must live within six (6) road miles of the fire station, currently located at 64 High Street. This requirement must be met within thirty (30) days after notification of the end of the employee's probationary period. An extension of not more than twelve (12) months may be granted by the Board of Fire Commissioners for special situations.

2) After fifteen years experience as a full time employee with the Cotuit Fire District all full time firefighters will not be required to maintain a residence within six miles of the Cotuit Fire Department. However those living beyond the six (6) road miles will no longer be eligible for callback for duty beyond working hours, except at the discretion of the Fire Chief a waiver may be issued for those living outside the mileage.

3.6 Certification as an Emergency Medical Technician (EMT) - Employees of the Department shall, as a condition of employment, maintain their Emergency Medical Technician (EMT) certification at the level required by their employment. Loss of said certification is grounds for immediate dismissal.

3.7 Paramedic Change of Status - Employees hired as a Firefighter/Paramedic as a condition of employment may, after a minimum of seven (7) years of service, transfer based on seniority, to a Firefighter/EMT-A position should one become available. The Department is not obligated under any circumstances to provide less than adequate coverage by Paramedic level trained personnel.

3.8 No Smoking Requirements For New Employees - Employees hired after July 1, 1988 shall not smoke, on or off duty, at any time. Employees failing to conform to this policy are subject to disciplinary action including discharge.

4.0 EMPLOYEE DUTIES AND RIGHTS

4.1 Employee Duties - Employees shall carry out the duties and responsibilities as described in their job descriptions, which become part of this agreement by reference.

4.2 Access to Personnel Records - Every employee shall have access to the records maintained by the department which contain their personnel data. When requested, reasonable accommodations will be made, usually during business hours, to allow the employee to review their file in the presence of a designated official. The employee shall not remove, mark up, or change information. No material associated with the employee's conduct, service, or character shall be placed in their file without the employee's knowledge. Material of this nature shall be signed/ initialed by the employee with the understanding that the signature is for acknowledgement purpose only. In the event the employee disputes the content of

any such document, they shall have the right to attach a written statement/ response to the document(s) in question. If any correction or change of a document is in order, the employee shall make a written request. If the request is approved, then the changes will be made by the designated official in the presence of the employee.

- 4.3 Rules and Regulations, Policy Distribution - Copies of rules, orders (general, special or personnel), policy, procedures, directives and regulations shall be furnished to the employee, whenever possible, a minimum of seven (7) days before they become effective. Distribution by means of the employee's mailbox shall satisfy this requirement. The Department shall furnish each employee with a copy of the personnel agreement, and shall provide updates of the agreement as necessary. When so directed, employees will sign or initial a receipt form for any such items.
- 4.4 Disciplinary Action Rights - Whenever an employee is subjected to interrogation by the Department for any reason which a reasonable person would conclude might lead to disciplinary action, such employee may request that a co-worker be present during questioning.

5.0 EMPLOYEE DISPUTES, GRIEVANCE PROCEDURE

- 5.1 Disputes - Disputes between personnel are not in the best interest of the Department and will not be tolerated. Disputes of a personal nature shall be resolved during non working hours. In the event of a dispute between personnel concerning actions or procedures applicable to Department policies or procedures, both parties shall attempt to resolve the dispute through discussion. If this procedure fails, the parties involved shall, within two weeks of the incident, present written statements to the Chief or his representative for prompt resolution.
- 5.2 Grievances - Employees have the right to grieve any alleged infringement of any specific provision of a numbered paragraph of this policy of the Cotuit Fire District or the Cotuit Fire Department. The parties recognize that it is in the best interest of effective and harmonious performance of the duties and responsibilities of the Fire Department for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximal informality and flexibility. Therefore, an employee shall have the right to present any matter of personal concern to their immediate supervisor for adjustment without the necessity of intervention of the union, as long as such adjustment is not inconsistent with the terms of the agreement, provided however, that the Local Union President may, if time permits, be advised of the existence of such matter of

personal concern and shall be given the opportunity to be present, as an observer, during discussion between the employee and his supervisor to resolve the problem. All other problems, defined as grievances, shall be processed in accordance with the following procedures:

5.3 Grievance, Defined - A grievance shall be defined herein as a complaint between the District and the Union or an employee involving an alleged violation of a specific provision of this Agreement. All grievances shall be submitted in writing via registered mail either to the Union President or the Chairman of the Board of Fire Commissioners.

5.4 Grievance Procedure -The following procedure shall be used to resolve grievances:

Step 1. The grievance shall be presented in writing to the Fire Chief and the Chairman of the Board of Fire Commissioners, within ten (10) days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

- a. Name and classification of the employee.
- b. Nature of the grievance and contract provision involved
- c. Steps taken to resolve the grievance informally
- d. Requested remedy
- e. Signature of the employee or employees involved
- f. The parties acknowledge and agree that time is of the essence with respect to commencement of any grievance, including but not limited to a Step III grievance/demand for arbitration. Failure to strictly adhere to contractual time frames will operate as an irrevocable waiver of right to pursue a grievance. No arbitrator has the authority to expand or enlarge the timeframes within the grievance procedure set forth in the contract for any reason.

The Fire Chief or his designee shall have his answer in writing within ten (10) days of the receipt of the grievance.

Step 2. If the employee or Union is not satisfied with the answer given by the Fire Chief, the grievance may be submitted to the District or their designee who shall consider it as soon as possible, but not later than twenty (20) days after receiving it. Written grievance processed to the second step shall be submitted to the District within ten (10) days after the receipt of the Fire Chief's answer.

Step 3. Arbitration

- a. In the event that the parties are forced to arbitration, the arbitrators shall be selected by the mutual agreement of both parties. In the event that the parties cannot agree on an arbitrator, each party shall select an arbitrator and each parties selected arbitrator shall meet and select an arbitrator. Their selection shall be binding on both parties.

No dispute or controversy shall be subject to arbitration unless it involves an alleged violation of a specific provision in this Agreement. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties during arbitration proceedings.

- b. Any disciplinary action measure, including discharge, imposed upon an employee may be processed as a grievance by the employee. If an employee is reprimanded it shall be done in a manner that will not embarrass the employee before other employees or the public.
- c. In the event of arbitration, the decision of the arbitrator shall be final and binding upon parties hereto.
- d. The expense of the arbitrator's service and the proceedings shall be borne equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, and make copies available to the other party. Each party shall pay the cost of the verbatim transcript which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator.
- e. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit shall mean that the grievance is settled on the basis of the decision last made and shall not be eligible for further appeal. The arbitrator shall be without power of authority to modify, add to, alter, subtract or change the terms of this Agreement.
- f. Failure of any party to respond within the agreed to time limit at any step of this grievance procedure shall be deemed to be a negative response and the grievance may proceed to the next level. Parties may, by written mutual consent, agree to extend the time limit of any step.

District Grievance Procedure -The Fire Chief of the District shall have the right to file a grievance against the Union. The grievance must be filed within ten (10) days of the occurrence of the event giving rise to the grievance. The Union shall answer the grievance in writing within twenty (20) days of the receipt of the Union's answer; either party may submit the grievance to arbitration in accordance with the provisions set forth in Step 3 Arbitration, Employees Grievance Procedure.

6.0 DISCIPLINARY ACTIONS AND DISCHARGE

- 6.1 Disciplinary Action - Employees are required to abide by the policies, procedures, orders, and directives of the Department and its officers to maintain order within the organization. Failure to observe established policies and practices can lead to disciplinary action including counseling, reprimands, suspension, probation and discharge. The Department's normal practice shall be to identify problems and improve performance and behavior. The specific disciplinary action will be based on an assessment of the offense, the circumstances and the employee's previous record.

The Department reserves the right to take whatever disciplinary measures deemed appropriate, including discharge, if in the judgment of responsible officials, the employee's conduct cannot be corrected, or it seriously threatens the well-being of the Department, other employees, or the general public. The primary purpose of the disciplinary system is to correct improper or inappropriate behavior. No Employee shall be reprimanded, suspended, placed on probation, or discharge except for just cause. The employee shall be given the opportunity to present information regarding the matter being considered at a hearing before any action involving discharge. Any suspension over 5 days shall require a hearing. The Department recognizes the following actions as inappropriate conduct for which you could be disciplined:

- Excessive absence, lateness, or failure to remain at work until end of shift.
- Neglect of Department property or facilities.
- Intentional violations of policy and procedure.
- Excessive or inappropriate personal use of Department facilities or equipment.
- Use of abusive or inappropriate language.
- Inappropriate or unprofessional behavior.
- Drug or alcohol abuse on the job.
- Conduct which disrupts department activities and operations.

Infractions of department policy or procedure.
Theft of Department property or that of other employees.
Insubordination or refusing to follow instructions or direct orders.
Intoxication (including the effect of illegal drugs) while participating in department related activities including training, incidents, events, or during working hours.
Intoxication on Department or District property at anytime.
Deliberate misuse of Department property.
Deliberate injury to another person.
Violating a confidence; unauthorized release of confidential information.
Infractions of department policy or procedure related to the safety of persons or property.
Other offenses that, in the Department's judgment threatens the well-being of the Department or any employee.

6.2 Recognized Disciplinary Actions - The following disciplinary actions are recognized by the department:

1. Counseling - Discussion directed at identifying minor problems or inadequate performance, immediate understanding and resolution is sought.
2. Reprimand - Notice given orally (with written acknowledgment) or written, directed at identification and correction of ongoing problems, inadequate performance, or violations of policy.
3. Suspension - Disciplinary action in which an employee is assigned time off (with or without pay) for major violations of policy or during investigations of a civil or criminal nature.
4. Probation - A period of time in which the employee's performance and/or behavior is reevaluated the end result being a return to normal status or termination.
5. Discharge - The termination of an employee when all other means of discipline or correction have been exhausted, or for inadequate performance or failure to meet requirements for new employees.

7.0 WORK HOURS, WORK SCHEDULES, AND ATTENDANCE

- 7.1 Hours of Work - The Department shall be staffed seven (7) days a week, including holidays. Until such time as changes in staffing are announced, the following shall apply:
1. Work Week: The average weekly hours of work for personnel working 24 hour shifts shall not exceed forty two (42) hours per week over an eight week period.
 2. Work Hours: Employees working 24 hour shifts will be scheduled to work between the hours of 08:00 to 08:00 the following day. For the purpose of this agreement, the term "day" shall mean the portion of the shift, between 08:00 and 18:00 OR between 18:00 and 08:00.
 3. Work Schedule: Employees scheduled for 24 hour shifts shall work as follows: 24 hours on duty, immediately followed by 24 hours off duty, immediately followed by 24 hours on duty, immediately followed by five 24 hour periods off at which time the schedule repeats. The term "tour of duty" or "tour" shall be used to describe the group of two (2) twenty four hour shifts worked.
 4. Maximum Hours: No employee shall work more than Seventy Two (72) continuous hours excluding call back and training that may fall immediately before or after scheduled shifts. The Fire Chief shall be notified of any employee working more than the forty eight (48) continuous hours.
- 7.2 Changes in Work Schedule - No change in normal shifts of duty will be made by the Department without thirty (30) days prior notice or a waiver of the time by mutual consent. Requests for shift swaps between employees or changes in shifts to accommodate training shall be forwarded in writing to the Chief for approval; said approval will be given provided adequate coverage is available.
- 7.3 Meal Periods and Break Times - Employees shall be allowed adequate time to eat meals and break for refreshments during the course of the work day. The Department recognizes that the exact scheduling of these times is impractical, due to participation in emergency incidents and department activities. The employee shall use reasonable judgment in deciding when to break for meals and refreshments. Normally one half (1/2) hour for lunch and dinner, and fifteen (15) minutes break for every four (4) hours worked will be allowed. All employees shall remain on the fire station grounds during meal and break periods.
- 7.4 Attendance - The Department recognizes that regular attendance is important to our operation. Frequent or unexplained absence from work, tardiness, and leaving work prior to the end of an employee's shift, seriously impair the value of the

employee's services to the Department and will be considered sufficient cause for disciplinary action. Employees shall be in uniform and ready to start work at the designated time, and shall remain at work until the end of their shift. Falsely reporting sick is a serious offense and will result from loss of pay as well as discipline.

8.0 COMPENSATION

- 8.1 Salaries - The Board of Fire Commissioners shall present salary amounts in the budget at the annual Cotuit Fire District meeting; final approval for salary amounts shall be subject to appropriations made at said meeting. See attachment(s) for current salary offerings.

As of July 1st 2017, the wage increases are agreed to as follows.

July 1, 2017	1%
January 1, 2018	1%
July 1, 2018	1%
January 1, 2019	1%
July 1, 2019	1%
January 1, 2020	1%

- 8.2 Rank Differential - The Department recognizes the need for additional compensation based on rank and responsibility. The following rank differential schedule shall prevail with Step 5 (FF/EMT) being considered as the basis (100%) for all other salary calculations.

Step 1 - During First Year	80% of Base Salary
Step 2 - After First Year	85% of Base Salary
Step 3 - After Second Year	90% of Base Salary
Step 4 - After Third Year	95% of Base Salary
Step 5 - After Fourth Year	100% of Base Salary
Paramedic	110% of Base Salary
Lieutenant	110% of Base Salary

- 8.3 Step Increases - New employees shall be placed in the Step 1 or Step 3 category (see Section 3.3.1 for special circumstances) within the salary schedule, and shall, upon completion of one year from his/her date of hire, subject to satisfactory performance evaluations and with the approval of the Board of Fire Commissioners, be advanced to Step 2 or Step 4 in the salary schedule as appropriate. Each year on the anniversary of their date of hire, upon successful

performance evaluations, the employee shall advance to the next step. Once an employee has reached Step 5, additional increases in compensation will be available only due to adjustments, cost of living raises (if any) or promotion to a higher rank. In no case shall step increases be automatic.

8.4 Performance Evaluations - Performance evaluations shall be conducted as a way for each employee to measure their development in the department and to see how well job requirements are being met. After probation, evaluations usually will be conducted yearly, and will provide a basis to determine whether or not a step increase (if applicable) or other increase is appropriate.

8.5 Denial of Step Increase - Any employee denied approval for a step increase shall within ten (10) days of his/her anniversary date, have the right to file a grievance in accordance with the grievance procedures. The department shall base any reason for not approving step increases on performance evaluations and/or pending disciplinary actions, and shall notify the employee in writing as to the basis for denial. A 30 day review period shall commence following receipt of a grievance, and at the end of said time period, the Department shall either approve or disapprove the step raise.

8.6 Longevity – Employees covered by this agreement shall be compensated for the continuous years of employment as follows:

5 years service: \$500
10 years service: \$1250
15 years service: \$2100

Compensation shall be made yearly within 30 days of the employee's anniversary date. To assist with administering this benefit, employees shall advise the Chief two weeks prior to their anniversary date.

9.0 OVERTIME

9.1.1 Overtime Rate – For personnel working 24 hour shifts, all hours worked in excess of the usual forty two (42) hour work week, shall be compensated at the contract overtime rate or the Fair Labor Standards Act (FLSA) regular rate. The contract overtime rate shall be calculated by dividing the weekly pay by forty two (42) and multiplying that amount times one and one half (1.5). Any person who utilizes sick time for a shift shall not be allowed to work an overtime shift if that overtime shift immediately follows the shift for which sick time was utilized.

9.1.2

The FLSA regular rate shall be determined pursuant to the FLSA regulations X1.5 and calculated on July 1st of every year.

9.1.3

The parties agree that the district has adopted a work period of 212 hours within a 28-day cycle for the payment of overtime pursuant to the Fair Labor Standards Act. Sick leave, vacation, swaps, personal leave, bereavement leave, line of duty injury leave and any other paid leave and time not worked shall not be considered hours worked for the purposes of calculating overtime under the Fair Labor Standards Act.

9.2 Callback For Duty Beyond Working Hours - The Department relies on its employees to respond to emergencies and other activities after normal work hours. Employees are encouraged to respond to after hour emergencies and other activities. Whenever an employee returns to duty due to a callback, he/she shall receive their overtime rate based on the following schedule:

Two (2) hour minimum Monday – Sunday 0700 – 2300

Three (3) hour minimum Monday – Sunday 2300 – 0700

Three (3) hour minimum on all recognized holidays 0800- 0800

The two (2) or three (3) hour minimum benefit shall not apply to additional hours worked one half (1/2) hour prior to a regularly scheduled shift.

9.3 Response to Alarms - Firefighters shall be eligible to respond to all emergency incidents and requests for assistance whenever a call is put on the outside.

9.4 Overtime Pay Period - Overtime shall be paid weekly along with the employee's regular paycheck. Overtime shall be paid on week following the end of the previous pay period in which it was earned. The Department can not be held responsible for delays or errors in overtime payments so long as it provides the necessary information to the District Treasurer for payment.

9.5 Training Pay - Employees shall receive one (1) hour of overtime pay for each hour of approved training, including biannual EMT recertification, attended during off duty periods. The Department shall establish minimum training requirements, for which the employee shall be compensated in accordance with the above.

9.6 Details - Work or coverage details, as necessary, shall be established by the Fire Chief. The department reserves the right to specify the number of personnel

necessary and the level of rank/certification as appropriate. Any privately funded detail shall be offered to full time personnel first. First call for any detail or coverage shall be offered to full time personnel first. Pay for details shall be at the employee's overtime rate; a two hour minimum shall apply.

9.7 Overtime Created By Shift Vacancies - Shift vacancies for Full Time Firefighters, excluding the Fire Chief, will be covered by full time personnel. Shift vacancies will be defined as any opening created when a full time employee is not working their scheduled shift. Shifts will be offered to full time employees in order of seniority and based on previous acceptance of overtime. Whenever possible, vacant shifts shall be filled first by an employee having a level of EMT certification similar to the full time firefighter scheduled to work.

9.8 Time Off In Lieu Of Overtime Pay - Employees shall not be required to take time off in lieu of overtime pay.

10.0 HOLIDAYS AND ADDITIONAL HOLIDAY COMPENSATION

10.1 Recognized Holidays - The following eleven (11) days are recognized as official holidays: New Years Day, Martin Luther King Jr. Birthday, Patriot's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

10.2 Holiday Compensation –

The Employee shall receive compensation for the eleven recognized holidays.

Compensation for holidays shall be computed using the following formula:
Employees hourly rate x ten (10) hours = Amount of pay for one (1) Holiday

The Employee shall receive compensation for their eleven (11) paid holidays. Two (2) payments shall be made for this compensation.

The first payment shall be compensation for 5 holidays. January 1 – June 30. The first payment is to be paid the second pay period of July.

The second payment shall be compensation for 6 holidays. July 1 – December 31. The second payment is to be made the second pay period of January.

In the event of resignation, termination, or retirement, only the holidays earned shall be paid to the employee.

11.0 VACATIONS

11.1 Vacation Leave - Employees shall receive annual vacation leave with pay as follows, said amounts to be available July 1 of each year:

1. One (1) tour after thirty (30) weeks of service (with approval of the Chief).
2. Two (2) tours after the first year of service, includes four days allowed above.
3. Three (3) tours after five (5) years of service.
4. Four (4) tours after ten (10) years of service.
5. Five (5) tours after fifteen (15) years of service.
6. Six (6) tours after twenty (20) years of service for all employees hired prior to 1991.

Refer to section 7.1 for descriptions of the term "tour".

11.2 Computation of Annual Vacation - Vacation leave shall be computed for the calendar year in which the anniversary date of hire occurs. Requests for leave shall be approved by seniority, in accordance with a seniority list maintained by the Fire Chief. Vacation leave shall be taken during the eligible year which shall run from July 1 to June 30. Forty-eight (48) hours of vacation leave can be carried over into and used in the next fiscal year.

11.3 Vacation Leave And Termination Of Employment - Upon termination of employment, the employee shall receive payment equal to the amount of accrued unused vacation the employee had at the date of termination. If termination is caused by death, such payment shall be made to the estate of the employee.

11.4 Vacation Leave Accrual - There shall be no accrual of vacation leave during periods of extended absence (in excess of sixty (60) days) due to disability covered by General Laws Chapter 41, Section 111F. Annual entitlements to vacation leave shall be reduced proportionally for each thirty (30) day period that duties are not performed.

11.5 Vacation Leave Approval - All Requests for Vacation leave shall be approved based on the ability to fill the shift(s) unless the person requesting leave is normally scheduled on a shift with three or more full time firefighters. If this condition is met then one full time firefighter shall not be granted Vacation leave during the same time period on the same shift.

12.0 SICK LEAVE

- 12.1 Sick Leave Accrual - Employees shall earn sick leave benefits, with pay, for non-duty related injuries or illness equal to 1-1/4 days per month, for a total of fifteen (15) days per year. Sick leave benefits may be accumulated to a total of two hundred (200) days.
- 12.2 Sick Leave Benefit Payable Upon Retirement/Death – Upon retirement or death, the employee shall be paid for all accumulated unused sick days at a rate of 25%. In the event of death, the payment shall be made to the estate of the employee.
- 12.3 Doctor's Certificate - The Fire Chief, at his discretion, may require a doctor's certificate from an employee who has been sick for more than three days or when use of sick leave increases in frequency or where abuse is suspected or a pattern is detected.
- 12.4 Job Related Sickness or Injury - Job related sickness or injury compensated pursuant to General Laws Chapter 41, section 111F shall not be charged against accumulated sick leave nor shall an Employee's accrued vacation leave be diminished because of same. However, sick leave shall not continue to accrue during the period an employee is unable to work.
- 12.5 Light Duty Provisions - At the discretion of the Fire Chief, and if agreed upon by both the Fire Chief and the Employee, an employee may be assigned to light duty if such work is available. Any employee performing light duty shall not be considered part of the normal staffing level and shall not have these days worked charged against his accrued vacation. The Department is not obligated to make light duty work available, but shall determine if such work is appropriate and necessary.
- 12.6 Sick Leave Call In Time - Employees shall contact the fire station as soon as possible but at least one hour prior to the start of work if sick leave will be necessary. The employee shall contact the fire station by 17:00 hours if sick leave will be necessary beyond 18:00 hours of that day.
- 12.7 Sick Bank - Participation in the Sick Bank is mandatory. All bargaining unit members shall participate by contributing one day of sick leave per fiscal year to

the bank. No member shall be able to draw from the bank, more time than they have contributed without approval of the Board.

Should the number of days available in the sick bank be depleted, any additional days shall be contributed by each member equally. Sick leave can only be reassigned from an employee to the sick bank with written authorization, and shall be kept in the employee's personal file.

A sick bank board will be established and shall consist of the Chief and two representatives of the Union. Appointment of two union representatives shall be at the discretion of the Union. A letter indicating the appointment of these representatives shall be made in writing to the Chief. The Sick Bank Board may adopt guidelines to address specific concerns or issues regarding the distribution of sick days to bargaining unit members.

No use of the Sick Bank shall be made until an individual member has exhausted all of his/her sick time. If and when it is evident that a member is approaching the end of his/her own sick time, a written application shall be made to the sick bank board. Decisions made by the board shall be final and no actions taken by this board may be construed as a grievance.

Sick Bank Board - Guidelines for Distribution Of Leave

1. When a member requires sick bank leave, he/she shall have the right to access the bank for the career total number of days he/she contributed minus the career total number of days he/she used without the need for approval by the Sick Bank Board.
2. If a member requires leave in excess of his/her net career contribution, then all remaining individual vacation and personal leave must be used next prior to applying to the Sick Bank Board.
3. If any non-probationary member needs additional leave, he/she may apply to the sick bank board for additional leave. This optional leave may be granted in increments of not more than 45 shifts. Prior to each and every allotment of sick bank leave, the member will be required to produce documentation from a doctor stating that the member is not fit for duty. Any of this optional leave may be granted by the sick bank board; however the two union representatives to the board will make every effort to have full union meeting votes guide them in their actions.

4. If at any time a member's total career usage of sick bank shifts reaches 50% of the total in the bank at that time, then that member will not be eligible for further allotments.

13.0 LINE OF DUTY INJURY

- 13.1 Line of Duty Injury - Whenever an employee is incapacitated for duty because of injury sustained in the performance of his/her duty, or an employee assigned to a special duty by his superior officer, whether or not he/she is paid for such special duty by the Cotuit Fire District, is so incapacitated because of injuries sustained, he/she shall be granted leave without loss of pay for the period of such incapacity: provided that no such leave shall be granted for any period after such employee has been retired in accordance with the law or for any period after a physician designated by the Board of Fire Commissioners determined that such incapacity no longer exists. All amounts payable under this section shall be paid at the same time and in the same manner as the regular compensation of such employee. This section is to conform with the provisions of Section 111F of Chapter 41 of the General Laws.

14.0 LEAVES OF ABSENCE

- 14.1 Funeral Leave - Employees shall be given up to one (1) tour of leave with regular pay for the purpose of attending the funeral of immediate family members. Immediate family members shall include mother, father, husband, wife, children, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, stepmother, stepfather, stepchildren or custodial guardian. Additional days may be allowed, at the discretion of the Fire Chief, for the death of a spouse, son, daughter, mother, or father. Funeral leave shall be requested as soon in advance as possible.
- 14.2 Paternity Leave - The Cotuit Fire Department will honor the provisions of paternity leave as stated in General Laws Chapter 151B, Section 4 and Chapter 149, Section 105D. The Department shall require regular progress reports from the employee's physician stating whether or not the employee should continue work.
- 14.3 Personal Leave - Personal leave shall be defined as leave from a scheduled shift(s) for the purpose of handling personal and/or emergency matters which may occur from time to time. Each employee shall be allowed up to 48 hours of personal leave each year. Applications for personal leave, except in emergency cases, shall be made at least forty eight (48) hours before taking such leave.

Emergency requests must be made at least one (1) hour prior to the employee's scheduled shift. Employees may request a minimum of two (2) hours personal leave up to an entire shift.

14.4 Educational Leave - Policy to be determined.

15.0 SENIORITY

15.1 Seniority - Seniority shall be based on continuous years of service as a full time employee of the Cotuit Fire Department, as defined by the date of appointment.

15.2 Seniority List - The Department shall maintain a seniority list of all full time employees.

15.3 Reduction of Work Force By Seniority - The Department shall institute any reduction in the work force by seniority. Personnel laid off shall be the first to be rehired for a period of up to five (5) years provided they maintain all required certifications, pass a Physical Performance Test similar to that given when they were first hired and after completing any additional training that may be required.

16.0 VACANCIES, PROMOTIONS, WORKING OUT OF GRADE

16.1 Vacancies - The Board of Fire Commissioners will attempt to fill all vacancies in existing positions within sixty (60) days of their occurrence. In the event qualified applicants are not available, positions will be filled as soon as acceptable candidates are found.

16.2 Posting of Examinations - Promotional exams will be conducted in accordance with the department's promotional procedure. Entry level examinations will be posted in accordance with Section 3.3. The department currently uses the Barnstable County Fire Chiefs' (BCFCA) Entry Level Screening Exam to provide the written score. Applicants will follow the procedures set forth by the BCFCA for that examination.

16.3 Time in Grade - The following will be the required time in grade before being considered for promotion:

Qualifications for Promotion – In order to take the promotional exam all candidates must meet the following qualifications.

1) Time in Grade – The following will be required time in grade before being considered for promotion:

- Lieutenant – Minimum of five years experience as a full time firefighter with the Cotuit Fire Department
- 2) Must have completed the Massachusetts State Fire Academy recruit training class and have obtained Firefighter I/II national certification.

16.4 Promotional System - Promotional System – All promotions will be made based on criteria set forth by the Fire Chief. Competitive examinations consisting of written, oral (including assessment,) and interview components will be offered to individuals who meet the qualifications for the position(s). The Fire Chief shall determine the number and level of positions to be filled. The Fire Chief will post all promotional exams at least six (6) months prior to exam date. All qualified applicants will notify the Fire Chief, in writing, within a month of the posting of the promotional exam of there intent to take the promotional exam. The Fire Chief will furnish all qualified applicants with individual packets consisting of all relevant material within four months of the exam date. At a minimum the Fire Chief shall offer a promotional exam every three (3) years.

16.5 Working Out of Classification - An employee who is required to accept responsibilities and carry out duties of a position or rank above that which he/she commonly holds, shall be paid at the rate for that position while so acting. This shall be effective after fourteen (14) days for sickness or injury, and shall exclude vacations and school time.

16.6 Waiver of Time In Grade, Emergency Conditions - If the Department determines, due to emergency conditions, that a promotional examination must be offered to fill a vacant position(s), a waiver of the time schedule in Section 16.3 may be granted.

17.0 EDUCATIONAL INCENTIVES

17.1 Educational Reimbursement - The Department shall reimburse the cost of tuition, books, supplies and registration fees not otherwise reimbursed by the Commonwealth or Federal Government, for job or degree related courses and training as approved by the Fire Chief. All courses will be taken, whenever possible, outside of regular duty hours unless otherwise approved by the Fire Chief. Employees shall request approval, in writing, to the Fire Chief, prior to registering or attending said courses. Employees shall furnish the Fire Chief with copies of receipts, registration papers and/or other supporting data (including a copy of any certificates issued) to obtain reimbursement.

Reimbursements will be allowed up to the amount budgeted for the fiscal year in which the program/ course was taken.

As of FY 2013: each full time fire fighter will have a maximum of one thousand dollars (\$1000) for educational and training reimbursement. To be distributed at the discretion of the Fire Chief.

17.2 College Degree Program - Based on available funds, the Department will pay for eligible employees to complete approved two or four year degree programs in fire science, fire protection, emergency medical services, public administration, management or health care management.

The employee may attend up to two (2) degree related courses per semester and shall be reimbursed as follows: One hundred percent (100%) will be reimbursed at the time of completion for courses based on the following: the grade received must be eighty percent (80%) or higher for courses directly related to fire science, fire protection, emergency medical services, public administration, management or health care management and the grade received for other degree related courses must be seventy five percent (75%) or better. Courses will be not be reimbursed if a lower grade is achieved.

17.3 Education Compensation - The Department believes that additional college level education is beneficial to the District. Upon successful completion of approved courses, the District will add to the base salary of the employee, the following amounts, to be paid beginning in the fiscal year following completion:

<u>Associates Degree</u>		<u>Bachelors Degree</u>	
1 to 20 Credits	N/A	61 - 90 Credits	10%
21 to 45 Credits	3%	91 - 120 Credits	12.5%
46 to 62 Credits	6%	Bachelor's Degree	15%
Associates Degree	10%		

a) For purpose of calculating these amounts, the percentage amounts shown above, shall be multiplied by the current base pay for a Step 5 Firefighter/EMT. The amount derived is then added to the employee's base pay at the beginning of the fiscal year following completion of the eligible course(s).

b) Qualifying credits must be submitted to the Fire Chief on or before January 1 of the preceding fiscal year for payment during any fiscal year.

- c) No fulltime firefighter initially hired after July 1, 2011 shall be eligible for this section (section 17.3)

17.4 Additional Educational Compensation

All full time firefighters hired after July 1, 2011 are eligible for the following college educational benefit.

Full time member with Degrees in Fire Science, Fire Protection, Emergency Medical Services, Public Administration, Fire Administration, or Public Management are to be compensated as follows.

Fulltime Members with an Associates Degree in Fire Science, Fire Protection, Emergency Medical Services, Public Administration, Fire Administration, or Public Management or –

60 Credits Towards Bachelors Degree with minimum of 18 credits specific to Fire Science, Fire Protection, Emergency Medical Services, Public Administration, Fire Administration, or Public Management
Will be compensated \$2,500.00

Fulltime members with a Bachelors Degree in Fire Science, Fire Protection, Emergency Medical Services, Public Administration, Fire Administration, or Public Management, and whom are also either an acting Lieutenant or on the Active Promotional List
Will be compensated \$5,000.00

Education compensation will be paid third pay period of July.

18.0 UNIFORMS AND PROTECTIVE EQUIPMENT

18.1 Uniforms and Uniform Maintenance - The Department shall furnish each new full time employee with the following in accordance with current uniform specifications:

- 4 Uniform Trousers (Flamex® or equal)
- 1 Summer Uniform Shirts*(Flamex® or equal)
- 1 Winter Uniform Shirts*(Flamex® or equal)
- 1 Cotton/Polyester Work Coveralls
- 1 Flame Retardant Coveralls (with patches)
- 1 Summer Uniform Jacket *

- 1 Winter Uniform Jacket *
- 6 "T" Shirts (with screened insignia)
- 4 Summer Golf Shirts (with insignia)
- 4 Winter Golf Shirts (with insignia)
- 1 Raincoat
- 1 Class "A" Uniform **
- 1 Pair Black Hard Soled Uniform/Work Boots
- 5 Black/Navy Socks
- 2 Jacket/Shirt Badges
- 1 Pair Collar Insignia
- 1 Hat Badge
- 3 Name Plates
- 1 Glove Pouch
- 1 Pr. HD Work Gloves
- 1 Dress Bell Style Hat

* Includes patches and other approved insignia.

** Issued following successful completion of probationary period, shall consist of Jacket, Pants, Insignia, White Gloves, Tie, and dress shoes.

*** Work shirts, protective eye wear, personal lights, and other reasonable safety items as approved by the dept., may be purchased with available clothing allowance monies only after the maintenance/replacement of basic items.

18.2 Uniform Replacement and Maintenance - The Department shall provide each employee an allowance of up to seven hundred dollars (\$700.00) per year for maintenance or replacement of uniforms and related apparel as authorized by the Fire Chief. Priority shall be placed on the maintenance of uniforms necessary for a clean and professional appearance. The Department shall purchase any items of clothing or equipment that is added to the basic list of issued uniforms and equipment. Monies not used during the year up to three- hundred (\$300.00) dollars can be carried over.

18.3 Protective Clothing - The Department shall provide the following protective clothing and equipment for all employees:

- 1 Structural Firefighting Coat with reflective trim, mask & radio pocket.
- 1 Structural Firefighting Pants with reflective trim, pockets, and suspenders.
- 1 Pair Structural Firefighting Gloves (Minimum OSHA approval)
- 1 Protective Helmet with face shield, ear protection, and chin strap.
- 1 Nomex® or PBI® Protective Hood, long style.
- 1 Pair Structural Firefighting Boots (leather or rubber/synthetic)
- 1 Flashlight with batteries.

- 1 Personal ID tag
- 1 SCBA Mask

Note: See Memorandum of Understanding dated 1/99. Additional coat and pant options to be determined based on NFPA and department recommendations in effect at the time of purchase. Unless otherwise noted, all protective clothing and equipment shall meet NFPA 1971 (protective clothing) as published at the time of purchase.

18.4 Protective Clothing Replacement and Maintenance - In order to maintain the protective features and integrity of this clothing, it shall be examined at least once per year and replaced or repaired as necessary.

18.5 Wearing Uniforms, Protective Clothing and Personal Appearance - Uniforms are furnished to all Employees to 1) provide protection from exposure to weather, harmful atmospheres, blood and body fluids, and materials common to Firefighting and emergency medical care, 2) to provide a uniform appearance among all personnel, and 3) to provide identifiable markings associated with our profession and for safety. Employees shall wear uniforms and protective clothing in accordance with department policy and procedure. Employees shall maintain a clean, well groomed appearance, appropriate to the task(s) being performed. Facial hair (beards) can not be allowed under any circumstances due to safety considerations when using Self Contained Breathing Apparatus.

19.0 HEALTH, DENTAL, LIFE INSURANCE, AND RETIREMENT

19.1 Group Medical Insurance - The Department shall offer health insurance to all employees including Individual and Family Plan. The Department contribution to group medical insurance premiums shall be 75% of the total premium; the employee shall contribute 25% of the premium cost to be deducted from their weekly pay as determined by the District Treasurer.

19.2 Group Dental Insurance - The Department shall offer dental insurance to all employees. The Department contribution to group dental insurance premiums shall be 75% of the total premium; the employee shall contribute 25% of the premium cost to be deducted from their weekly pay as determined by the District Treasurer.

19.3 Life Insurance - The Department shall offer life insurance in the amount of five thousand dollars (\$5,000) to each employee following successful completion of their probationary period. The Department shall pay for all funeral and wake

expenses associated with a Line of Duty Death up to twenty thousand dollars (\$20,000.00).

- 19.4 Retirement - Retirement benefits will be provided through the Barnstable County Retirement System with equal contributions made by the Department and the employee. The percentage rate of employee/District contributions shall be determined at the time of hire.

20.0 SEXUAL HARASSMENT

- 20.1 Sexual Harassment - The Department shall maintain a policy regarding sexual harassment consistent with State and Federal law.

- 20.2 Complaint Procedure - If an Employee feels he/she is a victim of sexual harassment; the Employee is encouraged to discuss the matter with the Fire Chief. Employees are free to discuss the problem with anyone with whom you feel you can deal comfortably, especially a Department officer.

21.0 HEALTH AND SAFETY

- 21.1 Safety The Department recognizes safety as one of the most important aspects of the fire and rescue services. A safe work environment is critical to the well being of Employees. Employees shall, at all times, consider safety as a matter of prime importance. No Employee shall operate apparatus, equipment, or other devices in an unsafe manner, or contrary to standard operating procedures or manufacturer's instructions. Various department procedures address safety considerations, and it is the responsibility of the Employee to understand and abide by these procedures.

- 21.2 Smoking – The possession and use of all tobacco and vaping products is prohibited from all Cotuit Fire Departments properties and vehicles.

- 21.3 Infectious Disease - The Department recognizes the possible exposure to infections disease by Employees. Any Employee who suspects he/she has been exposed to a potentially dangerous disease is required to complete an "Unprotected Exposure Form" in accordance with guidelines established by the Office of Emergency Medical Services and the Cape and Islands EMS System.

Employees shall wear protective gloves, and as necessary, other protective measures, when dealing with patients in an environment where transmission of disease is possible. The Department shall provide adequate protective equipment, hand washing facilities, and disinfectant cleaning solutions.

The Department shall provide, free of charge, Hepatitis B inoculations as required, and if necessary, shall provide blood screening to determine the effectiveness of prevention measures. Employees shall maintain clean, biologically safe environments for patient care; this shall be accomplished by insuring all facilities, equipment, and patient care areas are clean and disinfected before and after treatment and transportation.

21.4 Drugs And Alcohol Policy-

To ensure a safe, healthful and productive environment and to protect the general public and comply with the Federal Drug Free Workplace Act the Cotuit Fire District adopts this policy. The use of alcohol while on duty shall be prohibited. The use, possession, solicitation for, or sale of narcotics or other illegal drugs or prescription medication without a prescription on District property is prohibited.

The District has in place an Employee Assistance Program (EAP) and advises employees that they may consult with the EAP regarding any possible substance issues. The EAP program is confidential and the providers who work under that program are prepared to assist employees and will not provide confidential treatment/medical information to the District.

Notwithstanding the recent decision of Massachusetts to legalize the possession and use of marijuana in the Commonwealth of Massachusetts the use, sale, possession and or being under the influence of marijuana in the workplace is prohibited in the Cotuit Fire District. Marijuana for the purposes of this drug policy shall be included in the definition of illegal drug.

Prohibited Conduct:

The following conduct by members of the Bargaining Unit is prohibited:

- (1) Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally-used drug, drug paraphernalia or alcohol on District property, on Department business or Department vehicles or during working hours.
- (2) Being under the influence of an unauthorized controlled substance, illegally-used drug or alcohol on Department property, Department business or Department vehicles during working hours.

- (3) An employee shall not report for duty or remain on duty within four (4) hours of having consumed alcohol. An employee shall not report for duty or remain on duty with an alcohol concentration of 0.02 or greater.
- (4) Possession, use, manufacture, distribution, dispensation or sale of illegally used drugs or controlled substances while off duty.
- (5) Refusing consent to testing or refusing to submit a breath or urine sample for testing.
- (6) Failure to notify the Department of any arrest or conviction under any drug or alcohol statute.

Testing:

The Chief or Deputy Chief and Duty Officer shall require an employee to submit to an alcohol and controlled substances test when they have reasonable suspicion to believe that the employee has violated the District's prohibitions concerning the use of alcohol or controlled substances. The Union President or his/her designee shall be notified when a Union member is requested to submit to alcohol or controlled substance testing. The inability to locate the President or his designee shall not be cause to delay the requirement to take the test.

The employee will be accompanied by an officer from the Department to the testing site. A third party (specimen collector) shall be responsible for visual supervision of urine collection, the taking of the sample and responsible for proper conduct and uniformed procedures of the sampling process.

All Officers shall receive department-provided training on how to determine "reasonable suspicion".

Reasonable suspicion of drug and/or alcohol use will be based on specific objective fact(s) and inferences drawn from the observation that the employee may be involved in the use of any illegally-used drug, controlled substance, or alcohol in violation of this policy. Examples include but are not limited to:

- (1) Specific observations concerning the appearance, behavior, speech or body odors of the employee;

- (2) 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 illicit drugs;
- (3) A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to frequent absenteeism, excessive tardiness or frequent accidents, not attributable to other factors and which appear to be related to drug and or alcohol abuse;
- (4) Arrest, indictment or conviction for drug related offenses;
- (5) Alcohol testing is authorized testing only when the observations required to be made of reasonable suspicion are made during, just preceding , just after or in connection with a work day that the employee is required to be in compliance with the alcohol prohibitions.

The Chief or his designee making the observations shall document in writing the specific facts, symptoms or observations which form the basis of his/her reasonable suspicion. Documentation shall be forwarded to the employee and the Union. This requirement will not delay the administering of any test.

An employee who tests positive for a controlled substance and/or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or greater shall not be permitted to return to work without a return-to-duty test with a negative controlled substance test or an alcohol test with an alcohol concentration of less than 0.02., whichever is applicable.

An employee who tests positive for a controlled substance and/or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or greater shall be subject to follow up testing before returning to work.

Refusal to Submit to a Test:

An employee shall be considered to have refused to submit to a test under this policy when he or she:

- (1) Fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement to submit to a breath test;
- (2) Fails to provide an adequate urine sample for a controlled substance test without a valid medical explanation after receiving notice of the requirement to submit to a substance test;

- (3) Fails to proceed to the testing/collection site immediately after being informed of the requirement to be tested or leaves the site before the test is complete; or
- (4) Fails to follow the instructions of the collector/tester or complete the documents necessary to complete the test.

Controlled Substance Tests:

Controlled substance testing shall be limited to those drugs made illegal by GL. c. 94C and will determine the presence of these five drugs or classes of drugs or their metabolites: marijuana metabolites, cocaine, opiate metabolites, phencyclidine (PCP), and amphetamines.

At the time of the drug test, the testing facility shall split the employee's urine sample into two collection bottles for "split testing". In the event the initial urinalysis test is positive, a second confirmatory test shall be performed on the split sample at a different outside laboratory. If urine test is used it is to be a witnessed collection.

Hair follicle testing may also be an acceptable for of testing for controlled substances

The parties adopt the cutoff concentration guidelines used by the Department of Transportation as posted on January 2013, or subsequently amended, to detect the presence of controlled substances in urine specimens.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician indicating the employee is capable of performing the essential responsibilities of the his/her position while taking the drug. Any such disclosure will be kept confidential with the tester.

Alcohol Tests:

When alcohol testing is required a trained breath alcohol technician shall administer a breath test to determine whether there is an alcohol concentration of 0.02 or greater. Any breath test with a result of 0.05 or greater shall be followed with a confirmatory test within fifteen minutes.

The costs of the reasonable suspicion tests (initial and confirmatory tests) shall be paid by the District. Any return to duty tests shall be paid for by the employee.

Violations of the Policy:

An employee who refuses to submit to a test, tests positive for a controlled substance which is confirmed or has a breath test authorized under this policy and has an alcohol concentration of 0.02 or greater which is confirmed has violated this policy and shall be subject to the following discipline:

- (1) For a first offense, the employee will be relieved from duty and required to see a Substance Abuse Professional (SAP) and shall comply with all recommendations and complete all programs (inpatient, outpatient, counseling). The employee must provide documentation of satisfactory completion of the program to the District.
- (2) During any inpatient rehabilitation, whether voluntary or as a violation of this policy, an employee may be on unpaid leave unless he or she elects to take any sick leave or accrued vacation that the employee is entitled to.
- (3) Before an employee may return to duty the employee must undergo a return-to-duty test as referenced above.
- (4) An employee with a first offense violation shall receive a one (1) tour suspension without pay and shall be subject to unannounced follow up testing for three (3) years.

In the event of any subsequent violation of this policy the employee may be terminated.

21.5 Right To Know Information - The Department is required to provide certain information on chemicals or other substances with which the Employee may come in contact. Any employee who requires information about a product, substance, or chemical is requested to direct questions to his/her immediate supervisor. Employees shall become familiar with the components and hazards (if any) related to chemicals or substances commonly used by the Department. Except in an emergency, no Employee shall be asked to use or work near a substance for which the medical effects are unknown.

21.6 Housekeeping and Maintenance - A safe, clean work environment is important to reducing injuries and illness. Each Employee is expected to maintain the premises

and its equipment and apparatus in a clean, well maintained manner. Employees shall follow procedures developed to serve this purpose and are expected to share responsibilities in housekeeping and maintenance tasks.

22.0 INFORMATION DISSEMINATION

- 22.1 Information Dissemination - Bulletin boards are maintained at several locations for distributing information to Employees. Information which may be posted from time to time includes: official announcements, Department activities, training courses, job or on duty coverage opportunities, and other items. Employees wishing to post notices must receive permission from the Fire Chief or designated shift officer. Employees posting information shall be responsible for removing same at the appropriate time. Employees shall not remove, mark up, or otherwise deface any information on bulletin boards.

23.0 OUTSIDE EMPLOYMENT AND ACTIONS OUTSIDE THE DEPARTMENT

- 23.1 Outside Employment - The Department depends on its Employees to devote their full attention and effort to the duties to which they have been assigned. Therefore, full time Employees are asked to refrain from working elsewhere if at all possible. Outside employment will not be considered an excuse for poor performance, absenteeism, tardiness, or refusal to work emergency overtime. Should the outside employment cause or contribute to any of these situations, it must be discontinued.
- 23.2 Actions Outside The Department - As a public safety agency, the Department must maintain respect from the public, and operate at the highest professional level. In addition, information and confidences gained as a result of employment must be kept within the organization. The actions of an Employee outside the department reflect back on the department even if they are off duty. The following guidelines pertain to these actions:
- No employee shall engage in activities contrary to what would be expected from a member of a professional, service oriented organization.
- No Employee shall discuss department operations or activities that would violate a patient's confidence or compromise an investigation, including internal affairs and department business.

No Employee shall offer to the media, any information about fire department activities, incidents, or affairs other than as outlined by department policy and procedure without prior approval from the Fire Chief.

24.0 JURY DUTY

24.1 Participation In Jury Duty - Jury Duty is a civic obligation. Full time employees called to serve as a member of a jury will continue to receive their usual salary. Employees must however, remit to the department, any compensation received from the court for jury services, and employees must report to work on any day, or part of a day, that they are excused from service.

25.0 LITERATURE AND SOLICITATION

25.1 Distribution Of Literature And Solicitation - No employee may solicit funds, distribute literature, or post notices on bulletin board or other places without permission from Fire Chief. Requests will be considered based on the following:

1. Would the activity would interfere with work performance, official communication or other necessary Department activities.
2. Is the activity required, governed or prohibited by law.
3. Is the activity important to employees as a whole.
4. Would the activity present a negative or unprofessional impression on visitors or the general public.

26.0 MILITARY DUTY AND LEAVE

26.1 Military Duty And Leave Full time employees with 6 months service and a member of a military reserve unit that is required to attend two-week training sessions annually, will be provided with a plan that allows the employee to meet his/her obligation without loss of pay. The Department will pay the difference between an employee's normal salary and the amount received in military pay for the two week period. Other benefits may be offered in accordance with the Universal Military Training and Service Act.

27.0 PAYCHECK WITHHOLDINGS, PAYCHECK DISTRIBUTION, AND TIME CARDS

27.1 Paycheck Withholdings - All full time employees shall have state, federal, and required local income taxes, amounts required by Social Security, and retirement contributions withheld from their paycheck. Optional withholdings may include

insurance (health, dental, life) and savings (if available) through the District Treasurer.

27.2 Normal Paycheck Distribution - Full time employees shall be paid on each Friday for the work week ending on the previous Friday. Normally, checks will include any earned overtime, training pay, incident pay, or other compensation. Paychecks will be made available through the District Treasurer by 12 noon.

27.3 Holiday Distribution - In the event a recognized holiday should fall on a Friday, checks for that week will be issued on Thursday.

27.4 Lost Paychecks - If you fail to cash or deposit your check promptly, you run the risk it may be lost or stolen. Report a lost check to the District Treasurer immediately.

27.5 Issuance of Paychecks - Checks will be issued only to employees, or to representatives who carry written authorization.

27.6 Time Cards - Time cards or Time Sheets are provided to employees for the purpose of recording hours worked and time spent in training. Employees shall record hours as indicated on their time card and are responsible for the accuracy of the information contained on them. No employee shall willfully record false information, violations of this policy are subject to disciplinary action. No employee shall record information on a time card belonging to another employee. Time cards will be collected periodically and errors or missed information will be corrected on the next pay period.

28.0 AGREEMENT REVIEW, CHANGES AND AMENDMENTS

28.1 Agreement Review, Changes or Amendments - Organizational needs, legal requirements, pending agreement expiration and other factors may require changes or amendments to this agreement. no later than the last day of September of any year prior to the expiration of this agreement, The District or the Union, shall advise the other in writing of their intent and desire to negotiate changes in this agreement.

28.2 Notification of Changes - Changes to the content of this document shall be made in writing and a copy of this document (or individual pages as appropriate) shall be furnished to each employee covered by this agreement, to each Fire Commissioner, and the Fire Chief.

29.0 HEALTH AND WELLNESS

29.1 Fitness Incentive - A committee is to be formed consisting of one (1) member of the Union, one (1) member of the Board Fire Commissioners, The Fire Chief, and one (1) member of the Call Department. This committee is to research and evaluate possible options and to make recommendations to the appropriate entities.

30. SEPARABILITY AND SAVINGS

If any article, section, or paragraph or parts of this agreement or any rider thereto should be held to be invalid by operation of the law or by any agency or tribunal of competent jurisdiction, the compliance with or enforcement of any article, section or paragraph to persons or circumstances other than those to which it is has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

31. STABILITY OF THE AGREEMENT

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made in writing by the parties hereto.

The failure of the District or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this agreement shall not be considered as a waiver or relinquishment of the right of the District or of the Union to future performance of any such terms and conditions, and the obligations of the Union and the District to such future performance shall continue in full force and effect.

The parties agree that each side had a full opportunity during the course of negotiations to bargain on any and all subjects of bargaining. Accordingly the parties agree that there shall be no obligations to bargain during the course of this agreement concerning wages, hours, or other conditions of employment whether set forth in this agreement or not.

Either party, however, may propose specific amendments to this agreement and the parties may mutually agree on amendments and proposals and the effective date thereof, but neither party shall be obligated to consider or negotiate proposed demands or amendments. Additions to this agreement shall be evidenced by letters of mutual interest, which shall be signed by representatives of the parties authorized by the District and the Union.

32. DURATION

This agreement shall be effective as of July 1, 2017 and shall continue to full force and effect until and including June 30th 2020, and from day to day thereafter until a new agreement shall be negotiated and executed by parties hereto.


On or after September 1st 2019 the Union shall notify the District of its intention to commence bargaining for a new agreement to take effect on July 1, 2020 the date, which this agreement expires, and the parties thereto shall proceed forthwith to bargain collectively with respect thereto. Upon notification under this article the parties shall within thirty days (30) of said notification, provide the other party with a copy of its proposals by delivery of same to the Chairman of the Board of Fire Commissioners and or the President of the Union.

Signed this 20 day of November 2017


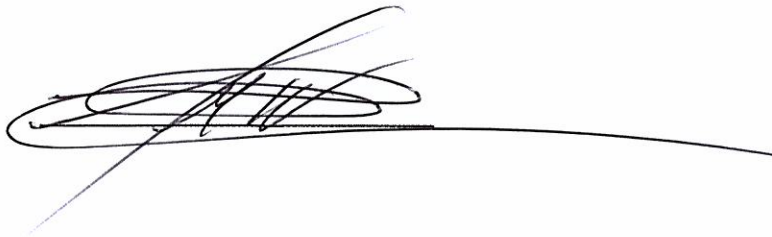
**COTUIT FIRE DISTRICT UNION
NEGOTIATING COMMITTEE**

**COTUIT PERMANENT
FIREFIGHTERS IAFF
LOCAL 3642**


Fire Commissioner


President Local 3642


Fire Commissioner


Prudential Committee Member

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