

**DRACUT FIRE FIGHTERS LOCAL 2586
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 2586**

AND

TOWN OF DRACUT

AGREEMENT

JULY 1, 2024 - JUNE 30, 2027

TABLE OF CONTENTS

PREAMBLE		2
ARTICLE 1	RECOGNITION	2
ARTICLE 2	PARTICIPATION IN UNION ACTIVITY	2
ARTICLE 3	NON DISCRIMINATION	2
ARTICLE 4	DUES CHECK OFF	2
ARTICLE 5	MANAGEMENT RIGHTS	5
ARTICLE 6	RULES AND REGULATIONS	6
ARTICLE 7	GRIEVANCE AND ARBITRATION	6
ARTICLE 8	SALARY SCHEDULE	7
ARTICLE 9	OVERTIME	8
ARTICLE 10	HOURS OF WORK	9
ARTICLE 11	FIRE WATCH AND RESCUE STANDBY	9
ARTICLE 12	HEALTH AND SAFETY	10
ARTICLE 13	HEALTH INSURANCE AND CREDIT UNION	11
ARTICLE 14	WORK CLOTHES AND EQUIPMENT	12
ARTICLE 15	MILITARY	13
ARTICLE 16	VACATION	14
ARTICLE 17	PAID HOLIDAYS	16
ARTICLE 18	PERSONAL TOURS	17
ARTICLE 19	SICK LEAVE	17
ARTICLE 20	TIME OFF FOR UNION BUSINESS	19
ARTICLE 21	LONGEVITY	20
ARTICLE 22	SENIORITY	21
ARTICLE 23	JOB CLASSIFICATION	22
ARTICLE 24	INDEMNIFICATION	24
ARTICLE 25	CALL BACK	24
ARTICLE 26	BULLETIN BOARDS	25
ARTICLE 27	EMPLOYEE SUBSTITUTION	25
ARTICLE 28	BEREAVEMENT AND FUNERAL LEAVE	25
ARTICLE 29	INJURED LEAVE	25
ARTICLE 30	MISCELLANEOUS PROVISIONS	27
ARTICLE 31	MANNING OF EQUIPMENT	28
ARTICLE 32	EDUCATION	29
ARTICLE 33	DEPUTY CHIEFS	30
OTHER	STATION DUTY	30
OTHER	APPARATUS & EQUIPMENT CHECKLIST	31
OTHER	DURATION OF AGREEMENT	33
OTHER	APPENDIX "A" SALARY	34
OTHER	ADDENDUM	35

**Agreement between the Town of Dracut
and
Local 2586 International Association of Firefighters
AFL-CIO-CLC**

PREAMBLE

This agreement is entered into by and between the Town of Dracut (hereinafter referred to as "Town") and Local 2586 of The International Association of Firefighters AFL-CIO-CLC (hereinafter referred to as "Union").

**ARTICLE 1
RECOGNITION**

Section 1

The Town recognizes Local 2586, IAFF as the sole and exclusive bargaining agent for all permanent and full-time firefighters of the Dracut Fire Department, excluding the Chief, as set forth in the order of certification of the State Labor Relations Commissions case #MCR2600. The Town shall not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining, or make any agreements with any such group or individual.

**ARTICLE 2
PARTICIPATION IN UNION ACTIVITY**

Section 1

The Town and the Union recognize the rights of employees in the bargaining unit to become members or not to become members of the Union and will not discourage, discriminate or in any other way interfere with the rights of any employee to become or not to become a member of the Union.

**ARTICLE 3
NON-DISCRIMINATION**

Section 1

There shall be no discrimination by the Town or by the Union against any employee because of the employee's activity or membership or lack of membership in the Union, or for the employee's adherence to the provisions of this Agreement. The Union agrees not to discriminate against any employee covered by this Agreement because of non-membership status.

**ARTICLE 4
DUES CHECK OFF**

Section 1

The Town shall deduct Union dues and/or assessments upon receipt of authorization of members of Local 2586 who sign deduction form cards to be supplied by the Union, shall forward the same to the Secretary-Treasurer of the Union, who is bonded by the I.A.F.F., at the end of every week.

Section 2 – Agency Service Fee Deduction

In accordance with Massachusetts General Laws, Chapter 150E, section 12, as amended, it is agreed by the Town and the Union that all employees within the bargaining unit are required, as a condition of employment, to pay an agency service fee to the Union. Said agency service fee, proportionately commensurate with the cost of collective bargaining, and contract administration, is equal to 90% of the amount of Union membership dues.

Employees within the bargaining unit shall not be required to pay both Union membership dues and the agency service fee. Payment of the agency service fee shall commence on or after the thirtieth day following commencement of employment. Notwithstanding the foregoing, such agency service fee shall not be imposed unless this agreement requiring its payment as a condition of employment has been formally executed, pursuant to a vote of a majority of all employees in such bargaining unit present and voting.

Section 3

Form of Authorization for Payroll Deduction of Union Dues or Agency Fee

Authorization for Payroll Deduction

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective _____, I hereby request and authorize you to deduct from my earnings each week the amount of \$_____. This amount shall be paid to the Treasurer of Local 2586 and represents payment of my, (Union dues or agency service fee). These deductions may be terminated by me by giving you a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

ARTICLE 5

MANAGEMENT RIGHTS

Section 1

Subject to the provisions of this Agreement, the Town shall not be deemed limited in any way by this Agreement in the performance of the regular and customary functions of management of the Fire Department. It is also agreed that the Town shall retain the right to direct and control the work of all employees. These rights, whether exercised or not, include without being limited to, all rights and powers which it has under law, the right to ensure the efficiency of the operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted; to take whatever actions may be necessary or appropriate to carry out the mission of the Fire Department; the right to direct the employees; to hire, promote, transfer and assign employees within the Fire Department; to determine and establish reasonable duties; to suspend, demote, discharge or take other disciplinary action; to require reasonable overtime; to establish, modify and enforce reasonable rules and regulations. Nothing in this Agreement shall in any way diminish or derogate from the powers, duties, and responsibilities entrusted to the Fire Chief as set forth in Massachusetts General Laws, Chapter 48 Section 42. Notwithstanding the foregoing, the management rights and powers referred to herein shall not be promulgated, administered, or exercised in a manner which is arbitrary or capricious or in violation of the provisions of this Agreement. The failure by the Town or the Chief to exercise any of their rights shall not be construed as a waiver of those rights.

The provisions of Massachusetts General Laws Chapter 48, §§ 42, 43 and 44, as amended, are incorporated herein by reference.

Other examples of management rights include, but are not limited to, the following:

- To determine the mission, budget, and policy of the department;
- To determine the organization of the Department and the number of employees;
- To determine the numbers, types, and grades of positions or employees assigned to an organizational unit;
- To manage and direct employees of the Department;
- To hire and assign employees if necessary;
- To determine the equipment to be used in the performance of duty;
- The Chief shall have the right to call back firefighters who have specialized training in Haz-Mat, arson, photography, first aid instruction, or confined space rescue to perform these duties when needed without going through the rotating seniority list. As more personnel get certified in these fields a rotating seniority list for those fields shall be maintained and used for that specialty;
- To lay off employees in the event of lack of funds;
- To enforce existing rules and regulations for the governance of the department.

The failure of the Union or of the Town to exercise any rights or to obtain any entitlement pursuant to this Agreement shall not be deemed a waiver of such right or such entitlement.

ARTICLE 6

RULES & REGULATIONS

Section 1

The Town may promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement. In the event that any rules and regulations conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 7

GRIEVANCE & ARBITRATION

Section 1

A grievance is hereby defined as any controversy, complaint, misunderstanding, or dispute arising as to the interpretations, application or observance of any of the provisions of this Agreement. A grievance shall be processed in the following manner:

Step 1: A grievance first shall be presented in writing by the Union to the Chief of the Department within fourteen (14) days of the Union's gaining knowledge of the facts giving rise to the grievance or within fourteen (14) days of the date where the Union reasonably should have gained such knowledge, whichever date is later. If the Union President is away, (vacation, sick, training etc.) five (5) additional days may be needed. The grievance shall contain the name(s) and classifications(s) of the involved employee(s) the article(s) or provision(s) of the Agreement allegedly violated and a general description of the nature of the grievance and of the requested remedy. The grievance shall be signed by a Union representative.

The Chief of the Department shall hold a meeting with the Union and, at the Union's option, with the involved employee(s), at such date, time and location as the Union and the Chief agree. The Chief shall issue a written grievance answer to the Union within fourteen (14) days of presentation of the grievance, and such answer shall include the Chief's disposition of the grievance and the reason(s) for such disposition. If the Chief is away, (vacation, sick, training etc.) seven (7) additional days may be needed.

Step 2: If the grievance has not been settled at Step 1, the Union can present the unresolved grievance to the Town Manager no later than seven (7) days after Union receipt of the Chief of Department's answer at Step 1.

If the Union President is on vacation or away for authorized reasons, the time for presenting the grievance to the Town Manager may be extended until no later than seven (7) days following his/her return.

The Town Manager shall hold a hearing with the Union, and, at the Union's option, with the involved employee(s) at such date, time and location as the Union and the Town Manager agree. The Town Manager shall issue a written grievance answer to the Union within fourteen (14) days of presentation of the grievance, and such answer shall include the Town Manager's disposition of the grievance and the reason(s) for such disposition.

If the Town Manager is on vacation or away for authorized reasons (sick, training, etc.), he may extend the time for filing an answer no later than seven (7) days following his/her return. Also,

he/she may issue an answer without a hearing if he chooses based on the nature of the grievance or his/her knowledge of or participation in the underlying complaint.

Step 3: If the grievance has not been settled at Step 2, the Union can submit the unresolved grievance for arbitration to the Massachusetts Board of Conciliation and Arbitration pursuant to the Board's procedures, or to the American Arbitration Association (AAA); provided, however, that such submission must be made no later than fourteen (14) days after Union receipt of the Town Manager's answer at Step 2. When AAA is the method, the fees shall be split evenly between the Town and The Union.

If the Union President is on vacation or away for authorized reasons, the time for presenting the grievance to the Board of Conciliation and Arbitration may be extended an additional seven (7) days following his/her return.

The decision of the Massachusetts Board of Conciliation and Arbitration shall be final and binding upon the Union and upon the Town.

Section 2

Days as set forth above shall be defined to be exclusive of Saturdays, Sundays and Holidays, the latter as observed by Town Hall.

ARTICLE 8 **SALARY SCHEDULE**

Section 1

Year 1	FY2025 – Effective July 1, 2024	2%
Year 2	FY2026 – Effective July 1, 2025	2%
Year 3	FY2027 – Effective July 1, 2026	2%

- Captain's Base Pay, effective July 1, 2024, will be \$1,741.77 (Appendix A), due to the increased roles and responsibility of overseeing training, EMS scheduling, fire prevention and additional responsibilities as identified in Article 23.
- Deputy Base Pay, effective July 1, 2024, will be \$1,898.21 (Appendix A), due to the change in roles and assignment as identified in Article 23.

See Salary Chart; Appendix "A"

Section 2 – Shift Differentials

Separate shift differential stipends have been eliminated as of July 1, 2012, and are now included as part of the base pay for all employees, including Deputy Chiefs.

Section 3 – Working out of Classification

Any employee temporarily assigned the duties and responsibility of a higher rank, starting with the first full tour, shall receive the pay of such higher rank until relieved of such additional responsibilities.

ARTICLE 9 **OVERTIME**

Section 1

Any employee, other than a Deputy Chief, who is required to be on duty for any period in excess of the employee's scheduled twenty-four-hour shift or in excess of an average forty-two (42) hours per week in an eight week cycle, shall be paid in money for such period of overtime duty an amount equal to one and one-half times the hourly rate of compensation. A Deputy Chief who is required to be on duty in excess of the Deputy Chief's scheduled shift of ten and one-half hours shall be paid in money for such period of overtime duty an amount equal to one and one-half times the hourly rate of compensation.

Section 2

The Chief in consultation with the collective bargaining team of the Union shall promulgate written uniform standards governing overtime.

Section 3

Any employee who is required to remain on duty for any period in excess of his/her regular 24-hour shift shall be compensated for at least two (2) hours, and any overtime worked in excess of two (2) hours shall be compensated to the next one-half (1/2) hour. As is currently the practice, an employee allowed to leave before working two (2) hours shall receive one (1) hour pay.

Section 4

Any employee who is called back to duty shall be compensated for a minimum of four (4) hours. If the initial reason for the call back is completed before the minimum of the four (4) hours, any employee that reported for the call shall be released if the chief, or in his/her absence by the officer in charge, has determined that the reason for the call back has been completed and still be compensated for the four (4) hours of minimum pay at the rate of time and a half.

Section 5

Firefighters are required to report for duty on time. There shall be a ten (10) minute lead before or after each scheduled shift. If a replacement arrives early, then the replaced firefighter shall have the right to leave.

Section 6

All overtime shall be assigned to the bargaining unit. It shall be divided by seniority and as equally as efficient operations permit among bargaining unit employees of the same rank. A record of overtime worked by employees during the current contract year (or credited to them) shall be maintained by the Fire Chief or his/her representative and shall be available for examination by a

designated Union officer upon request. The overtime rate shall be time and one-half (1 1/2) the employee's hourly rate in existence at the time said overtime is earned.

Section 7

When a call back is required, the Deputy Chief who has worked on such day will be the first called back for in-town incidents or to respond mutual aid to incidents in other communities.

ARTICLE 10 **HOURS OF WORK**

Section 1- 24-Hour Shift Schedule

The 24-hour schedule shall conform to the following pattern of shifts: twenty-four hours on duty, followed by forty-eight hours off duty, followed by twenty-four hours on duty, followed by ninety-six hours off duty, and then repeating over the course of an eight-week cycle. For purposes of contractual leave benefits, the 24-hour shift shall be deemed comprised of a ten-hour day tour of duty consecutive with a fourteen-hour night tour of duty. A "tour" as used in this agreement shall mean either a ten-hour day tour of duty or a fourteen-hour night tour of duty. Day tours are currently 8:00 am to 6:00 pm; Night tours are currently 6:00 pm to 8:00 am.

Section 2

Deputy Chiefs shall work 7:30 am to 6:00 pm. Their contractual benefits shall continue to be calculated based on a 42-hour work week. One Deputy Chief will work Monday through Thursday and one Deputy Chief will work Tuesday through Friday. In the event that a collectively bargained holiday is set to fall on a regularly scheduled workday, said Deputy Chief with proper notice to the Chief may choose to work the holiday or be scheduled to work the Friday preceding the week in which the holiday is scheduled to take place from 0730-1800 and remains eligible for the benefits listed in Article 17 and all subsequent benefits afforded within this collectively bargained agreement. In the event, said Deputy Chief is scheduled to be on duty during a collectively bargained holiday but has also elected to use vacation or personal time, said member will not be required to work the preceding Friday schedule as noted above and will still remain eligible for the benefits listed in Article 17. In the event two collectively bargained holidays are in the same pay week, the Deputy Chief is to inform the Chief of which days he plans to work to stay current with his 42 hour work week and remain eligible for the benefits listed in Article 17.

ARTICLE 11 **FIRE WATCH DUTY & RESCUE STANDBY**

Section 1

Whenever any private individual or organization is required to or requests the service of employees of the fire department for fire watch duty or rescue duty, such work shall be on a rotating seniority basis during their off-duty hours. The rate of pay for this work shall be one and a half (1 ½) times the hourly rate per hour of the senior Deputy Chief of the department with a minimum of at least four (4) hours per detail. Employees who work in excess of four (4) hours shall be guaranteed eight (8) hours pay. Any portion of an hour worked shall be considered a full hour. The time compensated shall include time sufficient to service and clean all equipment used by the firefighter or firefighters on the details. If more than two (2) firefighters are required, an officer will be assigned to the unit.

It shall be within the discretion of the Chief or Deputy Chief to determine if the conditions involved are sufficient to require the presence of a firefighter(s). Any person or organization requesting the services shall be responsible for the compensation of such services.

As is past practice, "Town of Dracut Details", i.e. Those details that are paid directly from the Fire Department's budget shall be paid at the employee's overtime rate, which is one and a half times the employee's hourly rate. Examples include, but are not limited to, Old Home Day, Town Fireworks Display, and any other event in which the Chief decides that a detail is needed to ensure safety and compliance.

Section 2

If at any time one or more firefighters are assigned by the Chief to stand by at any station or other area that is not a permanently staffed station as a result of disruption of town roads by a private outside contractor other than the Town of Dracut Highway Department, Dracut Water Department or the Dracut Sewer Department, such staffing shall be by off-duty permanent Dracut Firefighters, compensated at the overtime rate specified in Article 9 - section 3 of this Agreement.

Section 3

Each station shall be allowed a private phone and cable TV hookup paid for by the Union.

ARTICLE 12 **HEALTH AND SAFETY**

Section 1

It shall be the policy of the Town and Union to promote the health and safety of employees covered by this agreement.

Section 2

In the interests of public safety and safety to the employee where excessive fatigue may endanger the employee or the Town, an employee may refuse an overtime shift which together with his/her regular tour of duty would constitute more than three consecutive tours of duty, and said employee shall not lose his/her turn on the rotating seniority list for future overtime. Except in the event of an emergency such as, but not limited to, natural disaster, extreme weather conditions, or terrorist attack, a firefighter may not be required to be held over in excess of three consecutive tours of duty.

Section 3

A committee of not more than three (3) Union members within the bargaining unit shall meet quarterly with the Fire Chief. Such meeting to be held at a mutually convenient time and place within the boundaries of the Town of Dracut. Matters to be discussed shall be of an informal nature relating to safety only. The parties agree that no matters shall be discussed at these meetings which will in any way alter the terms and conditions of this Agreement. Any recommendations shall be advisory only and not binding on the parties.

Section 4

PHYSICALS - Firefighters will at the discretion of the Chief; and at the expense of the Town, be required to take a complete physical examination to ascertain the individual's capacity to perform his/her duties. Firefighters are required to maintain physical conditions so that they will be able to properly perform their duties to protect the Town of Dracut, themselves and fellow firefighters in the department in all duty situations.

Section 5

INFECTIOUS DISEASES — the Town shall provide all employees, at the time of probationary appointment, the opportunity to receive the hepatitis B vaccination series. In addition, employees exposed to an infectious disease in the course of their duties have the option to be tested by a licensed medical practitioner/facility selected by the Town, to determine if the employee has been infected. Such cost of exam and follow-up treatment shall be borne by the employer.

Section 6

All stations shall be equipped with an adequate exhaust eliminating system. prior to permanent staffing. The Town shall maintain and/or replace, if necessary, the presently installed climate control devices as needed in the living quarters of each permanently manned station.

Section 7

The Town shall provide adequate washing facilities and cleaners for cleaning bedding and station wear in each station.

Section 8

Employees shall have the opportunity to earn up to 2 wellness days per fiscal year (July 1 – June 30) by volunteering to receive a mental health checkup one or two times during the year. This benefit is 100% voluntary although it is strongly suggested that members take advantage of this for their own well-being. For each mental health check up with a licensed professional of the member's choosing, said employee will receive a wellness day to be used under the same guidelines as floating vacation days as referenced in Article 16 Section 1. In order to receive said benefit an employee is required to provide documentation from the qualified professional that they were seen and attended a full session (approx. 45-60 mins). Proof of Public Safety Wellness Attendance Form will need to be provided to the Chief's Administrative Assistant. If the healthcare provider only allows tele-health, that will be allowed, but in-person is preferred. There is no restriction on the time frame for the two sessions other than it being within the fiscal year. These days will not be allowed to be carried over into another fiscal year. Sick time cannot be used to attend these sessions and the employee is responsible for co-pays or out-of-pocket costs incurred for the visit(s). Ref Appendix C

ARTICLE 13

HEALTH INSURANCE AND CREDIT UNION

Section 1

The Town shall continue its policy of deductions for loan payments and savings accounts on a weekly basis and submit said deducted amounts to the Lowell Firefighter's Credit Union monthly. Blue Cross/Blue Shield or any other health insurance to be taken out weekly and other insurances shall be taken out monthly as is the present policy.

Section 2

Health insurance terms and conditions are subject to coalition bargaining pursuant to M.G.L. c.32B, SS 19, and the negotiated agreement between the Town and the Public Employee Committee. In the event that M.G.L. c.32B SS 19 is revoked, the parties agree to revert back to M.G.L. c. 150E collective bargaining with respect to health insurance terms and conditions at the premium contribution percentages then in effect.

Section 3

The provisions of this Article are subject to so-called coalition bargaining pursuant to Massachusetts General Laws c. 32B, § 19.

ARTICLE 14

WORK CLOTHES AND EQUIPMENT

Section 1

The Town and Union agree that the required uniforms and equipment of the employees covered by the Agreement shall consist of the following:

1. Dress Uniform
 - 1 pair Gloves (White)
 - 1 Cap (Blue Serge or White for Officers)
 - 1 Blouse (Blue serge) all appropriate badges, pins, patches
 - 1 Pair pants (Blue serge)
 - 1 Shirt (White)
 - 1 Tie (Black)
 - All pins, patches, and badges for above
2. Work Uniform
 - Department approved Golf Shirts.
 - 4 pair pants (Dark blue)
 - 1 pair Work shoes (Black)
 - 1 Belt (Black)
 - 1 department approved all-purpose rescue jacket
3. Protective Clothing
 - 2 helmets
 - 2 sets turnout gear
 - 2 pair of firefighting gloves
 - 2 pair Structural FF boots
 - 2 protective firefighting hood
 - 1 set of folding spanner wrenches
 - 1 personal SCBA face piece
 - 1 Stream Light Personal Flashlight
 - 1 Set Forestry Gear (Hard hat, nomex Shirt, Gloves)
 - 1 pair extrication gloves
 - All protective clothing issued by the Town shall meet or exceed the current standards set forth in NFPA 1851 Standard on the Selection, Care, and

Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting, at the time of issue.

The town shall outfit all new hires with 1 (one) set of turnout gear and 2 (two) protective hoods and sets of gloves prior to attending the state fire academy. Additionally, the Town will agree to replace any/all worn out or expired turnout gear at a minimum of four sets per year.

4. Bedding

- One (1) complete set of sheets and pillowcases per employee every other year, mattress pads for each bed, blanket and bedspread replaced as necessary.

Section 2

The Town agrees to provide, repair, and replace, when necessary, all equipment listed in Section 1 paragraphs (A), (C) to the proper stated level of issue.

Section 3

The Town agrees to provide all permanent employees with an annual clothing allowance in the amount of \$750 in the form of a charge back to the town.

Section 4

The Town agrees to provide all uniforms and bedding to probationary employees according to the following schedule:

1. Work uniforms as referred to in paragraph (B) Section 1 of this Article, upon probationary appointment.
2. Dress uniforms as referred to in paragraph (A) Section 1 of this Article, sixty (60) days after permanent appointment.
3. Bedding as referred to in paragraph (D) Section 1 of this Article upon moving to firefighter II.

Section 5

Clothing allowance shall be payable on or after July 1 of each year for all permanent personnel. The annual clothing allowance must be utilized (either by drawing upon or turning in receipts for) no later than June 1st of each fiscal year; an unused allowance does not carry over to the next fiscal year. All clothing purchased must meet department specifications.

ARTICLE 15
MILITARY DUTY

Section 1 – Military Duty

Regular employees entering the active Military Service of the United States during a National Emergency through induction or enlistment, or at any time when inducted into the Military Service

under the provision of the Selective Service Act, or by other order of the United States Government, shall be granted Leave of Absence without pay to extend for ninety (90) days beyond the date of termination of active Military service.

Section 2 – Return of Employee from Military Service Leave

If at or prior to the expiration of the Military Leave of Absence, each regular employee shall have informed the Town Manager in writing of his/her willingness and ability to return to Town employment and produce evidence of his/her Honorable Release from Military Service, he/she shall be given the position occupied by the last person employed in his/her position and classification, and shall receive the higher of current compensation for the position of his/her last rate of pay and all granted increases thereto.

Section 3 – Military Service Defined

The term “Military Service” as used herein shall include the Army, Navy, Air Force, Marine Corps, Coast Guard, National Guard, the United States Public Health Service, or other form of National service approved by the United States Government in lieu of Military Service as well as all auxiliary branches of said services in which either men or women shall be called to service, but shall not include service as a civilian employee of the services unless such service is mandatory. The term “National Emergency” as used herein shall exist during such period as may be designated by the President of the United States or the United States Congress.

Section 4 – Military Training Leave

Permanent employees, having completed their initial probationary period, who are members of the National guard or organized Military Reserves of the United States and who are ordered to attend training camp shall be allowed two (2) weeks leave for attending sessions, with the Town paying the difference between his/her military pay and his/her regular pay. Such military training leave shall not be deducted from annual leave.

ARTICLE 16 **VACATION**

Section 1

Vacations without loss of pay shall be granted in accordance with the existing and applicable by-laws of the Town. Vacations must be taken in the year in which they are due and shall not accumulate from year to year. A vacation request signup sheet shall be posted in the department on or before February 1 of each year. Each employee entitled to a vacation shall make his/her vacation choice by March 1. The approved vacation schedule shall be posted on or before April 1 of each year. Vacation requests shall be granted so as not to impair the mission of the Fire Department. Vacation choices shall be granted on the basis of rotating seniority. All members shall be allowed to choose their vacations. Employees unable to take their scheduled vacation due to sickness, injury, bereavement, or transfer, shall be allowed to reschedule their vacation, but said rescheduling shall not interfere with the posted vacation schedule, (Advance payment for vacation shall be in accordance with Massachusetts General Laws Chapter 44, Section 65).

Vacations shall be provided as follows:

- After six (6) months of service (1 week)
- After one (1) year of service (2 weeks)
- After five (5) years of service (3 weeks)
- After ten (10) years of service (4 weeks)
- After fifteen (15) years of service (5 weeks)

In computing the length of one week of vacation, the formula used will be as follows: Each week of vacation will be equivalent to two (2) ten-hour day tours of duty and two (2) fourteen-hour night tours of duty. For pay purposes, one week's vacation shall be 42 hours pay.

Any employee who does not select vacation during the time limit specified above will be restricted in selecting vacation to the unassigned weeks on the posted vacation schedule, seniority notwithstanding.

No vacations shall be taken the 24-hour shift before, the 24-hour shift of, and the 24-hour shift after the following holidays: Thanksgiving, Christmas, or New Years (e.g., for Christmas: 8:00 a.m. on December 24th to 8:00 a.m. on December 27th. Any employee who is entitled to a two (2) week vacation shall be entitled to two (2) consecutive or non-consecutive week's summer vacation between the first full week in June through the last full week in September. Any employee who is entitled to more than two (2) weeks' vacation, and who wishes to take same consecutively, may do so only at the discretion of the Chief. Two weeks split vacations, which are permissible under the present practice, shall not be permitted between the first full week in June through the last full week in September or on Easter, Mother's Day, Memorial Day, or Annual Firefighters Ball unless full week vacation is taken.

An employee shall be allowed to take up to two weeks of vacation as individual tours. Vacation tours will not be permitted on the days outlined where vacations are not permitted. There shall be as much notice as practicable, but not less than one full tour notice for a vacation tour. The union will maintain a list of members who wish to participate in this benefit in the same fashion as the overtime list.

No more than three (3) employees from each unit shall be allowed on vacation at the same time. Chief and Deputy Chief Vacation shall not interfere with Firefighter and Officer vacations of a regular unit. The formula for selecting vacation shall be on a rotating seniority basis within own unit, such as Unit one, two, three, four, with the top two (2) senior employees to drop to bottom of list each year. The Chief and the union agree that with the implementation of the captains moving to an assigned command vehicle, in the event of an absence there should be a concerted effort to fill said position with a similar rank or higher. As such only two captains shall be allowed to be out on non-split week scheduled vacation during the same full pay period (Thursday to Thursday). Said Captains seniority list shall rotate one spot every year and in the event that three Captains put in for the same week of scheduled vacation, the top two Captains at the top of the rotating seniority list shall be awarded the scheduled vacation week.

Sunset clause example

The allowance of two Captains being allowed to be out on the same non split week scheduled vacation during the same full week pay period shall be done on a trial basis from July 1, 2024, to July 1, 2025. After July 1, 2025 with agreement between the Chief of the Department and the Union, the standard going forward will be two Captains being allowed to be out on the same non split

week scheduled vacation during the same full week pay period. However, if it is determined that an unsatisfactory amount of scheduled vacation shifts are not being filled by the rank of Captain or higher than the number of Captains allowed to be out on the same non split week scheduled vacation during the same full week pay period shall be reduced to 1.

Units are not to be changed in a manner that materially disrupts selected vacations for the duration of the Agreement (i.e., during the established yearly term of the Agreement, not including any so-called evergreen provisions) without a majority vote of the following three parties: Town Manager (1 vote), Fire Chief (1 vote), and Union Executive Board (1 vote); provided that such vote is not required in the case of an emergency. In the event of a grievance as a result of any unit change the members of the Board of Selectmen shall constitute the body to hear the grievance. For any mid-term unit changes that are subject to the provisions of this paragraph, the Chief will provide the Union with 30 days prior notice of the proposed changes; the Town will set the date, time, and place of the vote thereon and will provide the Union with at least 24 hours' notice thereof. If the Union is dissatisfied with the result of the vote, it shall have a 48-hour deadline for filing a grievance with the Board of Selectmen; the proposed unit change will be stayed pending the Board of Selectmen's decision on the grievance. The grievance procedure set forth herein supersedes any conflicting provisions of the grievance procedure set forth in Article 7.

Unit changes will not be made in an arbitrary and capricious manner. The Chief will provide the Union with 30 days prior notice of any non-mid-term unit changes. The expedited 48-hour grievance procedure set forth above in this article shall apply to any non-mid-term unit change that an employee contends is arbitrary and capricious.

Upon the death of an employee, his/her pro-rated vacation tours earned shall be paid to his/her estate.

Employees who are eligible for a vacation, whose services are terminated voluntarily, through no fault of their own or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance earned in the vacation year during which such termination, retirement or entrance into the Armed Forces has occurred.

Employees may carry over not more than one week of vacation into the next fiscal year.

ARTICLE 17

PAID HOLIDAYS

Section 1

(A) Employees in the bargaining unit shall be entitled to the following paid holidays:

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

(B) Holiday pay shall be one fourth (1/4) of the average weekly salary.

ARTICLE 18

PERSONAL TOURS

Section 1

Employees shall be entitled to be off-duty without loss of pay for a maximum of 42 hours of duty annually; said hours referred to as personal tours may only be taken as full 10 hour day tours or 14 hour night tours. Personal tours may be taken other than on Thanksgiving Eve and Thanksgiving Day, Christmas Eve and Christmas Day, New Years Eve and New Years Day or tour of Firefighters Ball. Any unused hours shall not be carried over to the next fiscal year nor shall any member be compensated for unused hours.

ARTICLE 19

SICK LEAVE

Section 1

New employees shall receive one and one-quarter (1 ¼) tours of sick leave per month until the first July 1st after completion their one (1) year probationary period. Thereafter, 15 tours of duty per year will be credited on July 1st of each fiscal year. In the event of illness during the tour of duty, individuals will be charged for only actual hours used for sickness.

Section 2

Unused sick leave tours shall be accumulated from year to year.

Section 3

Upon retirement (i.e., receipt of benefits as approved by the Middlesex County Retirement System, or its replacement) or lay-off an employee shall be reimbursed for his/her unused accumulated sick leave according to the chart below. Each tour of sick leave shall be equivalent to twelve (12) hours at the employee's hourly rate at the time of retirement. Buy back shall be contingent upon the budgetary constraints of the department as determined by the Chief and Manager's Office. This contingency shall only apply to Firefighters who retire without notice. Notice for buy back shall be made in the year prior to the budgetary year in which payment is requested. Said requests shall be received no later than sixty (60) days prior to the Spring Annual Town Meeting.

- | | |
|--|-------------------------------------|
| • Employees hired prior to July 1, 1995: | One Hundred Thirty-Five (135) tours |
| • Employees hired after July 1, 1995: | Eighty (80) tours |

Section 4

- A. A sick leave bank is hereby established for use by eligible employees. An eligible employee is one who has used at least seventy-five percent (75%) of sick leave accrued and accumulated to his/her credit at the commencement of the illness or injury for which a claim is made to the sick leave bank.

- B. On July 1, 1984, each person covered by this agreement may contribute voluntarily tours of his/her annual sick leave in order to fund the bank and be eligible.
- C. The initial grant of sick leave to an eligible employee shall not exceed thirty-eight tours (38). These figures shall automatically increase as the department compliment increases during the life of this contract.
- D. Upon completion of the thirty-eight (38) tour period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
- E. The sick leave bank shall be administered fairly and equitably by the Union. The Executive Board shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Executive Board in administering the bank and in determining eligibility and the amount of leave.
 - a. Adequate medical evidence of serious illness.
 - b. Prior utilization of all eligible sick leave.
- E. If the sick leave bank is exhausted during the year, it shall be renewed by the contribution of one (1) additional tour of sick leave by each person covered by this agreement. Such additional tours will be deducted from annual tours of sick leave.
- F. The decision of Union Executive Board with respect to eligibility and entitlement shall be subject to an appeal to Union membership of Local 2586, I.A.F.F. However, no grievance may be filed under this contract.

Section 5

If an employee dies prior to retirement, whether death was job related or not, the employee's remaining sick leave, up to the allotted maximum buy back at the time, shall be paid to the employee's-estate.

Section 6

The Town may require a medical certificate for absences arising out of non-occupational injury or illness in excess of four (4) consecutive tours of duty or when the Chief suspects abuse or detects a pattern. Such certificate shall be in the form shown below.

Employees whom the Chief has found abusing sick leave or when the Chief detects a pattern, while on sick leave or injury leave will remain at home except for authorized reasons approved after notifying the station.

When such certificate is required, the firefighter shall be allowed a reasonable period of time to procure such certificate.

Town of Dracut Fire Department Sick Leave Medical Report

1. Name of Firefighter _____
2. Diagnosis _____
3. Anticipated length of absence from duty _____
4. Date of Examination or treatment _____

Physician

Date this form completed

Address

RETURN TO WORK AUTHORIZATION

I hereby certify that _____ is physically capable of performing the essential duties of a firefighter without restriction as of the date of this authorization. Those duties include; raising ladders, advancing charged hose lines, carrying heavy equipment, lifting injured patients, etc.

Physician's Signature

Date

Section 8

In the event an employee's spouse, child, or parent becomes injured or ill, an employee may be excused from work, not to exceed four (4) tours of duty in any one fiscal year, to be charged against accumulated sick leave, for the purpose of rendering emergency assistance. The Chief may require a doctor's certificate substantiating that such emergency injury or illness existed. Sick leave may also be used for maternity leave.

ARTICLE 20
TIME OFF FOR UNION BUSINESS

Section 1

- A. All employees covered by this Agreement, who are officials of Local 2586 or are appointed by Local 2586 as members of said Local Collective Bargaining Negotiating Team, shall be allowed unlimited time off for negotiations. Members of the grievance

committee shall be allowed unlimited time off for official Union business or conferences with the Town Manager, Chief of the Fire Department, or a designated representative thereof, or others as provided for in the grievance procedure, without being required to make up said loss of time.

B. The Town agrees to grant a total of thirty-nine (39) tours per year without loss of pay or benefits, and without being required to make up said loss of time, to be utilized among the following Union Officers, President, Vice-President, Secretary, Treasurer, and the four (4) Unit Representative of Local 2586 to attend the following:

1. International Association of Firefighters, AFL-CIO-CLC Biennial Convention.
2. Professional Firefighters of Massachusetts, AFL-CIO Biennial Convention.
3. Monthly meeting of the Professional Firefighters of Massachusetts.
4. Educational Seminars sponsored or endorsed by the International Association of Firefighters and/or the Professional Firefighters of Massachusetts.

Section 1a

Provided, however, that only two (2) members from the same Unit may be off at the same time for purposes of clause (B) 1 and 3.

Section 2

Any meeting either special or regular monthly meeting of Local 2586 will be allowed to be held at the Central Station (Sta. 1). Scheduled (unless waived) at least three days in advance with the Chief.

ARTICLE 21 **LONGEVITY**

Section 1

Longevity payments, payable annually, shall be provided to each employee covered by this Agreement as follows:

- A. The five (5) year step shall be three percent (3%) over base.
- B. The ten (10) year step shall be three percent (3%) over the five (5) year step.
- C. The fifteen (15) year step shall be three percent (3%) over the ten (10) year step.
- D. The twenty (20) year step shall be three percent (3%) over the fifteen (15) year step.
- E. The twenty-five (25) year step shall be three percent (3%) over the twenty (20) year step effective July 1, 2016.

Longevity stipends are to be paid on weekly, not annual basis.

The longevity increment shall be included for all applicable purposes determining any and all rights under the Middlesex County Retirement fund and is to be paid first (1st) week of December of each year.

ARTICLE 22

SENIORITY

Section 1

- A. Seniority shall be based on the length of time an employee has held his/her rank or classification. If two or more employees were appointed or promoted to a position at the same time then the seniority of the particular employees involved shall be determined by the length of time an employee has been a permanent member of the Fire Department.
- B. Strict department inverse seniority shall be the sole criteria for any reduction in rank or any reduction in force due to lack of work or lack of funds or abolition of positions.
- C. Reinstatement shall be in the same manner as reduction in force, i.e., those personnel laid off last shall be the first to be hired back.
- D. An employee receiving a permanent appointment shall serve a twelve (12) month probationary period, after which time he/she shall acquire life tenure as a permanent full-time firefighter.
- E. Leave of Absence: The Town Manager may grant a leave of absence or an extension of a leave of absence upon showing of good cause.
- F. Any employee who has been granted a leave of absence or an extension thereof shall be reinstated without loss of seniority or benefits at the end of the period for which the leave was granted or when the reasons for which the leave was granted no longer exists. The employee will not gain benefits while on leave of absence.

Upon reinstatement and completion of one-year continuous service, the firefighter shall regain all seniority (exclusive of a layoff period) dating to the initial permanent appointment. Reinstated firefighters shall have any unused vacation and/or sick leave remaining to their credit at the time of lay-off, restored.

Prior to utilizing any other method of filling vacancies in the bargaining unit, laid-off employees shall be recalled in the order of seniority. The period of recall eligibility shall be as is provided in MGL Chapter 31 Section 39.

In the event of recall, certified mail notification will be made to employees at their last known address on file with the town. Acceptance or rejection shall be made in writing by the employee within 30 calendar days from date of notice.

Return of notice unclaimed shall constitute proper notification. Lack of acceptance constitutes a decline and will remove the employee from the recall process. Copy of the recall notification shall also be provided to the Union Local 2586.

For such time as the Civil Service law and regulations are in effect and applicable to the Dracut Fire Department, such Civil Service law and regulations shall supersede any conflicting provisions of this agreement on matters of lay-off and reinstatement of employees.

ARTICLE 23

JOB CLASSIFICATIONS

Fire Fighter I

The entry level position and step for the Dracut Fire Department shall be designated as Firefighter I. A firefighter from another department may be hired (e.g., by way of lateral transfer or from the reemployment list) to fill and continue serving in an available FF 2 position, provided they have satisfactorily completed one of the Massachusetts Firefighting Academy's Recruit Training Programs. Satisfactory completion of the Full-Time Recruit Training Program shall be a condition of employment for new employees that have not already completed a recruit program. The Town shall assign a Firefighter I to the Fire Academy in as timely a manner as possible. While attending the Fire Academy, Firefighter I's shall not be subject to the 24-hour shift schedule, and they shall be paid at their regular weekly Firefighter I rate of pay. Firefighter I's shall be allowed one opportunity to satisfactorily complete the Fire Academy, provided, however, that another opportunity may be allowed in the event the initial failure to complete is based on an illness or injury.

All Firefighter 1s shall be trained in-house for four (4) weeks and be paid for by the Town prior to attending the Fire Academy. During the in-house training period, the Firefighter I is not subject to the 24 hour shift schedule, but shall work 42 day shift hours per week and shall be assigned to such groups and duties as the Chief may determine. The in-house training period shall not exceed eight (8) weeks duration and may be extended in the event the firefighter is absent from duty.

A Firefighter I shall advance to the Firefighter II Step on his/her completion of the Firefighting Academy. Subsequent advancement to the Firefighter III Step and Firefighter IV Step shall take place on the anniversary of a Firefighter's graduation from the Massachusetts Firefighting Academy's Recruit Training Program.

A Firefighter I shall not be allowed to operate inside of an active fire building, prior to his or her completion of the Massachusetts Firefighting Academy and advancement to Step II Firefighter. A Firefighter I shall be expected to assist outside of an active fire building, at the direction of the Incident Commander, but shall not be involved inside of the building with extinguishment or rescue.

Any new employee who voluntarily terminates employment within 1 (one) year shall reimburse the town 100% of the cost for academy training. Any new employee who voluntarily terminates employment within 2 (two) years shall reimburse the town 50% of the cost for academy training.

The union shall have no financial responsibility in the reimbursement to the Town. Reimbursement not subject to grievance procedures.

Fire Fighter II, III, and IV

Performs all necessary tasks involved in the combating and extinguishing of fires. Responds to fire alarms and other emergency calls with assigned company. May drive or operate equipment and heavy apparatus including aerial ladder trucks, hose wagons, pumpers, rescue trucks, and similar firefighting apparatus, lays, couples, connects and advances fire hose into burning buildings to direct fog or water stream. Places aerial ladders and climbs when necessary. Cuts and breaks openings in buildings as required. Enters burning buildings to evacuate and rescue persons in danger. Performs other rescue and related tasks such as administering first aid, emergency rescues from drowning, extrication work from elevators, machinery, and similar situations. Included are such duties as routine fire prevention inspections, cleaning, and minor maintenance of fire apparatus, checking fire alarm boxes, maintaining hydrants in usable condition, and keeping quarters clean and orderly.

Lieutenant

Under supervision of a superior officer, performs fire-fighting work as necessary, responding to fire alarms as a member of a company. When directed, supervises subordinates in firefighting activities at the scene of a fire or in the absence of the Fire Captain. May supervise activities on an assigned shift and have responsibility for equipment. May perform other administrative work such as preparing reports and personnel records when so assigned. Supervises and performs fire inspections.

Captain

Supervises and assumes responsibility for fire companies as it relates to day to day operations. Performs administrative and technical firefighting work, directs activities of a municipal Fire Department as delegated. Directs personnel and maintains departmental efficiency, responds to fire alarms and directs firefighting operations operating out of an assigned command vehicle. Performs administrative duties such as scheduling and conducting training sessions in firefighting tactics and techniques, maintenance of fleet and equipment, and preparing reports. Performs Fire Prevention duties as needed and directed by the Deputy Chief (i.e. inspections, scheduling Day Care SAFE and school inspection scheduling, etc.). Directs or performs inspection of buildings for fire hazards.

Deputy Fire Chief

Performs administrative and technical firefighting work, assisting in the direction of activities of a municipal Fire Department as needed. Acts for the Fire Chief in his/her absence at the Deputy's pay. Upon notification to the Town Manager by the Fire Chief that he/she is to be unavailable for a period of more than 24 hours then the Deputy Fire Chief shall assume all the duties and responsibilities of the Fire Chief. Assist the Fire Chief in coordinating and directing the activities of a Municipal Fire Department. Directs personnel and maintains departmental efficiency, order, discipline, and other personnel matters, responds to all calls for structure fires and assists in firefighting operations as part of the incident command structure. Directs or performs inspection of buildings for fire hazards.

Fire Inspector

Performs administrative and technical firefighting work. Works under the supervision of the Fire Prevention Officer performing tasks such as but not limited to; Plans review, special permit and site plan reviews, commercial and residential fire and code enforcement inspections, oil and propane inspections, and any other fire prevention duties deemed necessary. In addition, the Fire Inspector acts as the Incident Safety Officer during major incidents, or those incidents deemed to have a need for these duties.

ARTICLE 24 **INDEMNIFICATION**

Shall be provided in accordance with Massachusetts General Law, Chapter 41, Section 100.

ARTICLE 25 **CALL-BACK**

Section 1

The need for call back remains an important operational tool. As is the current practice, callbacks will be department wide and all who respond shall be paid in accordance with Article 9, Section 4.

Section 2

Relative to receiving mutual aid the current practice of a full departmental recall of all personnel shall remain in effect upon striking a working fire. This shall be accomplished via alert tone/announcement on the radio system and dispatch initiated automated recall notification.

Section 3

For the purpose of providing mutual aid all employees shall be notified via alert tone/announcement on the radio system and dispatch initiated automated recall notification as is the current practice. The first three members to call dispatch shall be awarded a call back slot.

Section 4

The Town may call for a mutual aid company, on auto aid for the purpose of establishing a Rapid Intervention Team (RIT) at an incident prior to the call back of employees as set forth in Section 2. Mutual Aid for specialized teams or specialized equipment, including but not limited to, extrication tools, confined space, trench rescue, water rescue, Haz-Mat response, specialized lighting units, air supply units, bomb squads, and arson investigation may be called for without a full department recall.

Section 5

To address fireground safety concerns, the department utilizes mutual automatic aid agreements with the Towns of Pelham and Tyngsborough. The provisions of such agreements is as follows:

Providing Auto-Aid: Call for a building fire, three-man apparatus will respond to the call in Pelham or Tyngsborough. Call back will not be initiated, until the officer on the apparatus confirms that their company will be committed to the incident for a confirmed building fire or to cover a station. At this time call back will be initiated in Accordance with Section 3.

Auto Aid requests for medical aid, mvc or landing zones will not constitute the need for call back unless the company will be committed for an extended period i.e. cardiac arrest, extrication in progress or request for extrication tools, extended eta or delay of helicopter etc.

Receiving Auto- Aid: Call for a building fire, an engine company from either Pelham or Tyngsborough will simultaneously be requested to respond to the fire scene as a compliment with the full Dracut Fire Response. The officer from the first company on scene will determine if the Auto-Aid engine is needed and will return that company if not. If needed, a working fire should be requested, and call back will be initiated in accordance with Section 2 of this article.

ARTICLE 26

BULLETIN BOARDS

Section 1

The Town shall provide bulletin boards in all staffed stations, of sufficient size, with space for Union notices concerning Union business.

ARTICLE 27

EMPLOYEE SUBSTITUTION

Section 1

Employees shall have the right for 12 tours for personal swaps, rank for rank, and shall be paid back at the discretion of the swapping parties. Any employee who wishes to further his/her education or to attend school shall have the right to arrange for a substitute employee in order to attend school.

ARTICLE 28

BEREAVEMENT AND FUNERAL LEAVE

Section 1

In the event of the death of an employee's spouse¹, child¹, parent¹, mother-in-law³, father-in-law³, sister, brother, step parents³, step children, step brother and sister, grandparents³, brother-in-law³, son-in-law², daughter-in-law², sister-in-law³, grandchildren and any person residing with the employee, the employee shall be entitled to leave without the loss of pay not to exceed three (3) tours of duty. One (1) tour for aunts, uncles, nieces, nephews, cousins, godchild, and foster child.

¹ Four (4) tours for current spouse, children, and parents of the employee

² legally married to the employee's child or stepchild at the time of death.

³ of the employee or employees current legal spouse.

ARTICLE 29

INJURED LEAVE

Section 1

Any employee incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, shall be granted leave without loss of pay for the period of such incapacity, as provided by Chapter 41, Section 111 F, Massachusetts General Law.

Section 2

The Town may require a medical certificate for absence arising out of an injury incurred in the line of duty. Such certificate shall be in the form attached hereto as exhibit A.

When such certificate is required, the Firefighter shall be allowed a reasonable period of time to procure such certificate. The cost of such certificate, if required, shall be borne by the Town of Dracut just as any other medical expense arising out of injuries in line of duty.

Exhibit A

Town of Dracut Fire Department Injury Leave Medical Reports

To be completed by attending physician

1. Name of Firefighter _____
2. History of injury _____
3. Diagnosis _____
4. Treatment prescribed _____
5. Prognosis _____
6. Anticipated length of absence from duty _____
7. Date of examination or treatment _____

Physician

Date this form completed

Address

Section 3

RETURN TO WORK AUTHORIZATION

I hereby certify that _____ is physically capable of performing the essential duties of a firefighter without restriction as of the date of this authorization. Those duties include; raising ladders, advancing charged hose lines, carrying heavy equipment, lifting injured patients, etc.

Physician's Signature

Date

ARTICLE 30

MISCELLANEOUS PROVISIONS

Severability

Section 1

Should any provision of the Agreement be found to be in violation of any Federal Law, State Law, or declared invalid by a court of competent jurisdiction or quasi-judicial body having jurisdiction over the parties hereto and the subject matter of this Agreement, such particular provision shall be null and void, but all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement or until a new Agreement is agreed upon.

Section 2

If there is a conflict between matters covered by this Agreement and any Town by-law, rule or regulation, or any statute specifically referred to in MGL, Chapter 150E, Section 7d, as amended, the terms of this Agreement shall prevail.

Section 3

The failure of either party to enforce a provision shall not be construed as a waiver of such provision.

Section 4

The Town agrees to appropriate such funds and at such times as are necessary to implement this Agreement.

Section 5 – Jury Duty

The Town shall comply with MGL Chapter 23A, Section 8 concerning jury duty. All monies received for jury duty shall be rendered to the Town of Dracut. Upon being relieved from jury duty, the employee shall return to work to complete the remainder of the employee's shift. An employee hired to fill a vacancy arising out of another employee's jury duty shall remain until the end of the tour of duty.

Section 6 – Court Leave

The Town shall pay in accordance to Article 9, Section 4, to an employee not on duty and shall grant leave with pay to an employee on duty for the period of time the employee is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness, provided that said court appearance is made necessary by some job-related activity.

Section 7 - Parking

The employer shall provide, without cost, to employees on duty, adequate parking space on premises adjacent to all fire department facilities, fire stations, and work sites.

Section 8

In order for the department to meet and maintain the operational needs of interoperability with respect to radio transmissions of other agencies such as, but not limited to, mutual aid companies, DPW, Police, ambulance providers, State Fire Marshal, State Police, paramedic services, DEM,

DEP and other state agencies, and Fire District Control Points, radio communications received or transmitted between such agencies and the department shall not be deemed to be a change in working conditions or a violation of this agreement.

Section 9

The provisions of this agreement are subject to the Civil Service Law, M.G.L.c.31.

Section 9a

The Town will call for Civil Service promotional exams every two years or as needed so that a list is established for the rank of Lieutenant.

Section 9b

The Town shall hold an assessment center for the ranks of Captain and Deputy Chief.

The use of an assessment center is subject to a delegation agreement between the Massachusetts Human Resources Department (HRD) and the Town. The Town agrees to negotiate with the Union regarding the terms and conditions of such delegation agreement to the extent not inconsistent with the requirements and rules of HRD. The Town also agrees that any assessment center shall be conducted only by an HRD approved entity with at least two years' experience conducting public safety assessment centers in Massachusetts.

Section 9c

A member who is participating in a scheduled Civil Service Exam or assessment center, and is scheduled to be on duty the shift of the Civil Service Exam or assessment center, shall be entitled to the shift off with pay.

Section 9d

In accordance with MGL Chapter 31 section 58; members of the Dracut Fire Department may reside outside city or town; regardless of state border; within 15 miles of the limits of said city or town.

Section 10 – Direct Deposit

All employees are required to have their wages and other Town payments and compensation directly deposited into a banking institution as required by the Town Treasurer.

ARTICLE 31 **Manning Equipment**

Section 1

If the Department does not assign at least two employees to an outlying station, it will be closed.

ARTICLE 32

Education

Section 1

Any employee who chooses to attend school for fire related courses or emergency medical care and receives prior written approval by the Fire Chief and passes said courses with a grade average of 70 (passing on a pass/fail system) or above shall be reimbursed for both the cost of tuition and books only after which the employee presents proof of grades and monies spent on said courses to the Department Head.

Section 2

Any employee who chooses to attend school for fire related courses or emergency medical care and receives the prior written approval of the Chief and receives a certification from said course, and to keep this certification is required to take refresher courses, shall be reimbursed for the cost of tuition and books only after which the employee presents proof of passing grade of 70 or above (passing on a pass/fail system) as above.

Section 3

All employees who have obtained either a Massachusetts or National Emergency Medical Technician (EMT) Certification and maintain it current shall receive compensation in the form of an annual stipend. This stipend will be paid as follows: Paid Weekly

- July 1, 2024 - 5.5% of base pay
- July 1, 2025 - 6% of base pay
- July 1, 2026 - 7% of base pay

Section 3a The Town shall pay the classroom expenses, examination and renewal fees for an employee's EMT recertification.

Section 4

An employee whom has achieved a degree in Fire Science, Public Administration, Fire Engineering, or Emergency Management shall receive a stipend, payable in the month of December. Members shall only receive one stipend per fiscal year. In the event that a member has a degree conferred, ie. Received their diploma, said member shall be eligible for the below mentioned education incentives as long as he has not previously received a stipend in the current fiscal year. As is past practice the Chief has the discretion to accept a degree in which said degree has a fire service concentration, but the conferred degree is held under a separate major. (ie. Master's in public administration with a concentration in Fire Science, Masters in Organizational Leadership with a concentration in Fire Officer). Members who obtain their National Executive Fire Officer certificate are eligible for the same annual stipend that a member with a Master's Degree would receive.

- a) Associates Degree - \$1,500
- b) Bachelors Degree - \$2,000
- c) Masters Degree - \$2,500

Degrees: Fire Science, Public Administration, Fire Engineering or Emergency Management

Section 5

Education incentives are established for the following certifications:

- Fire instructor 1, Fire Instructor 2, Driver/ Operator- Motor Pump, Driver/Operator-Aerial, Hazmat Tech, Fire Prevention Officer, Officer 1, Officer 2, Officer 3, Officer 4 or Chief Fire Office.
- Pay for the aforementioned certifications shall be an annual stipend of \$225 per certification with a maximum of three (3) certifications.
- Educational stipends shall be paid in the month of December.
- All certifications must be submitted to the office of the Fire Chief in order to be eligible for incentive pay.
- Members who complete a certification after the month of December must submit a copy of said certification to the office of the Fire Chief to receive subsequent stipend pay for certification that is attained.
- With proper notification, members retiring prior to December remain eligible for the aforementioned education benefits to be included in their last pay check from the town.
- All certificates must remain up to date.

ARTICLE 33 **DEPUTY CHIEFS**

Section 1

When Chief is absent, he shall notify the next in command.

STATION DUTIES

1. Employees shall be required to perform housekeeping duties at all stations, such as sweeping, dusting, cleaning, washing of windows, in and out, washing floors, dusting walls, vacuum cleaning of all necessary areas as directed.
2. Also, to replace broken windows at all stations, polishing fire apparatus including the chief's car, washing fire apparatus, including the chief's car, dust all fire apparatus including the chiefs car.
3. Check all equipment on fire apparatus, including chief's car, check batteries, oil level, add oil as needed in daily checklist of equipment on all apparatus, vacuuming compartments in all apparatus as needed.

4. Washing all fire station floors in apparatus rooms, tower, bathroom, kitchen, cleaning, and polishing floors in dormitory type living quarters, in station one (1), two (2), and three (3) only.
5. All equipment on apparatus to be checked at 8:00 a.m. and at 6:00 p.m. by all units on duty except Saturday, Sunday, and Holidays, then sirens to be tested 12:00 p.m.
6. All hoses shall be tested at least once a year during the months of May, June, July and records shall be maintained by the Captains in charge.
7. Complete records of needed apparatus repairs, and equipment repairs, Deputy Chief to be notified and records to be kept by Deputy Chief and Captain, Chief to provide such records.
8. The outside of the station grounds shall be swept, cleaned, and washed and debris picked up as needed, weather permitting. Also, the aprons at all fire stations will be cleaned of all snow during winter months, and shall be cleaned of snow by the Town of Dracut, Highway Department. Employees will shovel around doors and walkways.
9. Tire chains will be installed on all apparatus when snow is on the ground, as is presently being done.
10. Tires will be checked for air pressure. When returning from an emergency call, fire call, or any other type call, apparatus will be cleaned, washed if necessary, and dried with chammy, and also under fenders and carriage will also be washed with hose as needed.
11. All above enumerated duties will be performed daily, or as needed, determined by officer in-charge.

APPARATUS AND EQUIPMENT SERVICE LIST

1. Check oil and add oil in apparatus as needed.
2. Check oil and add oil in all portable pumps, generators, and electric hose reels on apparatus, as needed.
3. Check all batteries on apparatus and also all connections for corrosion and clean same, and check and clean all battery compartments and batteries as needed.
4. Check all engine cooling water pumps under the hood at engine compartment and all electric hose reels for grease, and add grease as needed.
5. Check and change all bulbs on apparatus, headlights, clearance lights, flood lights, hand lights, etc. as needed, except strobe lights.
6. Check wiring on all lights and other controls at pump panels to make sure they work properly, without taking the truck apart.

7. Check for leaks in gasoline lines, and diesel lines, and also filter in gasoline and diesel lines, visual check.
8. Change tires from snow to conventional on car one (1) and rescue only, in Station One (1).
9. Check oil levels and add oil as needed and hydraulic fluid on hydraulic jack.
10. Check oil and also change oil in outboard motor for rescue boat as needed.
11. Check and add oil as needed on porta power or Jaws of Life.
12. Check oil, and add oil as needed hi chain saw and K12 saw as needed.
13. Check oil and diesel fuel on trailer pump, add as needed.
14. Check oil and oil levels and hour meter of operation on new 4.5 cascade system and also check pressures and also on 2.5 cascade system. Notify Chief when low.
15. Check and add, or change, anti-freeze in all apparatus and equipment as required.
16. No other duties shall be done except those shown on pages 30 – 32.

DURATION OF AGREEMENT

Section 1

This Agreement shall become effective July 1, 2024 and shall remain in effect until June 30, 2027. Terms and conditions of the Collective Bargaining Agreement shall continue until a successor Collective Bargaining Agreement is executed.

Section 2.

No agreement, understanding, alteration or variation of this Agreement shall bind the parties here to unless made in writing and executed by the parties hereto.

Signed this day

FOR THE TOWN OF DRACUT



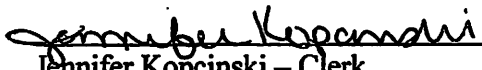
Alison Genest – Chairman



Joseph DiRocco, Jr – Vice-Chairman



Tony Archinski – Member

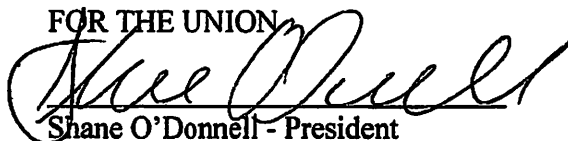


Jennifer Kopcinski – Clerk



Heather Santiago-Hutchings – Member

FOR THE UNION



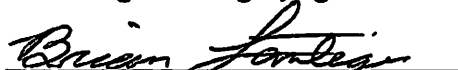
Shane O'Donnell - President



Michael Cunha – Vice-President



Mike Siegler – Bargaining Team



Brian Lanteigne – Bargaining Team

Mike Petrilli II – Bargaining Team



Jon Carroca- Bargaining Team

APPENDIX “A” – SALARY SCHEDULE

	FY24 Base 7/1/2023	FY25 Base 07/01/2024	FY26 Base 07/01/2025	FY27 Base 07/01/2026
Fire Fighter				
Step 1	\$943.78	\$962.66	\$981.91	\$1,001.55
Step 2	\$1,195.86	\$1,219.78	\$1,244.17	\$1,269.06
Step 3	\$1,247.13	\$1,272.07	\$1,297.51	\$1,323.46
Step 4	\$1,298.48	\$1,324.45	\$1,350.94	\$1,377.96
Lieutenant	\$1,420.67	\$1,449.08	\$1,478.07	\$1,507.63
Captain	\$1,552.38	\$1,741.77	\$1,776.61	\$1,812.14
Deputy Chief	\$1,691.81	\$1,898.21	\$1,936.18	\$1,974.90

Addendum – July 2, 2002

Ref. Contract Negotiations 2002 - Sick Leave and Bereavement Tours

This is to inform the membership that sick leave and bereavement tours are a benefit through contract negotiations. If the Chief at any time finds that a pattern of abuse of these benefits occurs he has the right under management rights to reprimand said members or members on an individual basis.

Bereavement tours are intended to be used for a funeral or the days of the wake and on other special circumstances in which times may be extended, sick leave is not a benefit to extend your vacation or to be used as extra personal tours.

Remember that the Chief has the right to enforce the “stay at home rule” under his management rights.

Addendum – July 1, 2024

This proposal to promote 4 Fire Fighters to Lieutenant and change the responsibilities of the Captains and Deputy is a stop-gap measure to help ensure the safety of the members while attempting to maintain the services currently provided by the department. There will be limitations and service disruptions with the open Deputy Chief and Fire Inspector positions. The end goal is the successful completion of the 2022 strategic staffing plan as funds allow. The second Deputy Chief and Fire Inspector positions will remain on the books as unfunded and be reviewed on an annual basis for restoration with the Deputy Chief position the first to be restored as a Tuesday through Friday position in charge of Operations. This schedules a Deputy Chief five days per week. The Fire Inspector and subsequent firefighter positions will be filled as funds allow until the full staffing level of 56 is accomplished. This will fulfill the remaining major recommendations of the MRI study, allow the Town to meet or exceed NFPA standards and allow for an increase in classification for the ISO standard.

Appendix C

Qualifications of a licensed clinician: Licensed Psychologist (LP), Licensed Mental Health Clinician (LMHC), Licensed Independent Clinical Social Worker (LICSW), Psychiatrist, Psychiatric Nurse Practitioner.

Benefits of 1 – 2 yearly wellness checks: “A wellness visit with a licensed clinician offers an officer an opportunity to review health coping strategies, review current stressors, and find ways to implement preventative behavioral medicine in order to subvert any potential for future mental health problems. In other words, by attending a wellness check, an officer has an opportunity to truly determine their current mental health status, predict future obstacles, and to learn new tools (i.e., coping strategies) for their emotional tool box. 1 – 2 visits a year are enough for a licensed clinician to give a check-in with an officer, and make good long-term recommendations for continued success and prevention of the development of psychopathology (i.e., mental illness).” - Laurence M. Kelly Jr., PsyD

Confidentiality: In accordance with MGL. Part I Title XVI Chapter 112 Section 129A, Code of Massachusetts Regulations Title 262 Section 8.01, as well as any other pertinent state and federal statutes as they relate to patient confidentiality.