FIRE DEPARTMENT

AGREEMENT

between

TOWN OF NANTUCKET

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
a/f/w A.F.L.- C.I.O.
LOCAL NO. 2509

JULY 1, 2012
to
JUNE 30, 2014

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AGREEMENT

THIS AGREEMENT entered into this 20th day of March 2013, by and between the TOWN OF NANTUCKET, MASSACHUSETTS, hereinafter referred to as the "Town" and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS a/f/w A.F.L.- C.I.O., LOCAL NO. 2509, hereinafter referred to as the "Union", for and on behalf of the Permanent Full-Time Firefighters (excluding here from: Chief, First Deputy Chief, all Non-Permanent Firefighters, Call Firefighters, Voluntary Firefighters, Spare Firefighters, and all other employees) to govern their hours, wages and all other working conditions.

ARTICLE 1. -- PURPOSE OF AGREEMENT

1.1 It is the purpose of this Agreement to promote harmonious relations between the Town and the Union, and to establish proper standards of wages, hours and other working conditions. It is also the purpose of this Agreement to secure prompt disposition of grievances, and cooperation between the Town and the Union towards efficient operation of the Fire Department.

1.2 The Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2. -- RECOGNITION

2.1 By virtue of this Agreement, the Town hereby recognizes the right of the Permanent Full-Time Firefighters to designate the International Association of Firefighters affiliated with the A.F.L.- C.I.O., Local No. 2509 as their exclusive representative and bargaining agent for all of the Permanent Full-Time Firefighters, excluding: Chief, First Deputy Chief, all Non-Permanent Firefighters, Call Firefighters, Voluntary Firefighters, Spare Firefighters, and all other employees of the Fire Department.

2.2 It is the purpose of this Section to define the working conditions when Management Personnel is covering a shift with a Permanent Full-Time Firefighter.

A. Whenever Management Personnel is covering a shift with a Permanent Full-Time Firefighter he will be dressed in a white shirt.

B. The Permanent Full-Time Firefighter will always be responsible for responding with the first piece of emergency equipment as the operator whenever Management Personnel is covering a shift normally covered by a Permanent Full-Time Firefighter. The only time Management Personnel will respond with a first due emergency vehicle is when:

B1. He is covering a shift with a Permanent Full-Time Firefighter who is not certified as an E.M.T.

B2. A second call comes in after the Permanent Full-Time Firefighter has responded to an emergency call and no Permanent Full-Time Firefighters are present.

B3. The Chief of the Department is unable to respond.

C. While working along with a Permanent Full-Time Firefighter, Management Personnel will perform equally the tasks and chores that are required.

A Committee of two (2) Permanent Full-Time Firefighters shall be formed to act as spokespeople for the Agreement and notification of the names of these two (2) Permanent Firefighters shall be submitted, in writing, to the Town Administrator and to the Chief. Written notice shall, also, be submitted in the event a change is made in the Permanent Firefighters serving on this Committee.

ARTICLE 3. -- HOLIDAYS

3.1 The following State Holidays shall be paid Holidays and shall be celebrated on the day the State honors such holiday. Each Permanent Full-Time Firefighter shall be guaranteed the following Holidays:

NEW YEAR' S DAY
MARTIN LUTHER KING'S DAY
PRESIDENTS DAY
PATRIOTS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
CHRISTMAS DAY

3.2 In the event the State approves any additional State Holidays which is recognized by the Town throughout all of the Town employees, said Holiday(s) shall be incorporated into this Agreement as if written.

3.3 All regular permanent full-time fire fighters will be given a compensatory day off for each holiday. A compensatory day off shall consist of a shift paid at the permanent fire fighters' regular straight time hourly rate of pay.

3.4 All permanent full-time fire fighters who work on the holiday intent is: only one day shall be claimed; if a holiday falls on one day, is celebrated on another day, the actual day will be the holiday. (i.e., New Years Day falling on a Sunday and the Town recognizing it on a Monday, Sunday will be the holiday) shall be paid half of the hours worked at time and one-half of their normal hourly rate. Example:

Shift 1 works from 001 to 0800 on the holiday equals 8 hours, equals 4 hours holiday pay.

Shift 2 works from 0800 to 2359 on a holiday equals 16 hours, equals 8 hours holiday pay.

3.5 In lieu of Section (3.3) and (3.4), all Regular Permanent Full-Time Firefighters may have the option of taking a compensatory day off. A compensatory day off shall consist of eight (8) hours at the Permanent Firefighter's regular straight time hourly rate of pay.

3.6 The number of and scheduling of compensatory days off under (3.5) shall be at the discretion of the Fire Chief.

ARTICLE 4. -- VACATIONS

4.1 All Permanent Full-Time Firefighters who have completed 6 months of service with the Town of Nantucket but less than one year of service shall be entitled to one (1) week vacation with vacation pay.

4.2 All Permanent Full-Time Firefighters who have completed one (1) year of service with the Town of Nantucket but less than five (5) years of service shall be entitled to two (2) weeks vacation with vacation pay.

4.3 All Permanent Full-Time Firefighters who have completed five (5) years of service with the Town of Nantucket but less than ten (10) years of service shall be entitled to three (3) weeks vacation with vacation pay.

4.4 All Permanent Full-Time Firefighters who have completed ten (10) years of service but less than twenty (20) years of service with the Town of Nantucket shall be entitled to four (4) weeks vacation with vacation pay.

4.5 All permanent full-time firefighters who have completed twenty (20) years of service with the Town of Nantucket shall be entitled to five (5) weeks of vacation with vacation pay.

4.6 Each vacation week to equal four (4) tours of duty.

4.7 A Vacation Schedule must be posted by the Chief not later than June 1st and shall remain posted through July 1st of each year. Regular Permanent Full-Time Firefighters, in order of their seniority, shall make their vacation selection. Firefighters in the first fifty (50) percent from the top of the seniority list must make their selection within the first sixteen (16) days after posting. Balance of the seniority list shall make their selection in the remaining sixteen (16) days. Any Firefighter failing to make a selection during such periods shall be assigned to whatever vacation period may be open. After July 1st, Vacation Schedule shall be taken down and vacations will be taken in accordance with the Schedule, this shall not, however, preclude Firefighters from changing their vacation selection with another Firefighter if conditions arise which warrant such change. The Firefighters must notify the Chief by January 1st of each year whether or not they will be exercising their Holiday Option (3.5) of compensatory day(s) off during the vacation period. Vacation shall not accumulate from one year to the next but must be taken in the anniversary year in which it is due, with discretion or prior approval of the Chief. Only one firefighter per group will be allowed to take vacation at any one time with prior

approval of the Chief.

ARTICLE 5. -- SICK LEAVE, SICK LEAVE BANK, SICK LEAVE BUYBACK

5.1 SICK LEAVE. All sick time will be based on a ten (10) hour day and a fourteen (14) hour night.

(a) All Permanent Full-Time Firefighters shall be entitled to sick/accident leave as follows:

After Thirty (30) days and up to Six (6) Months	Three (3) Days Leave
From Six (6) Months to Nine (9) Months	Five (5) Days Leave
After Nine (9) Months	Fifteen (15) Days Leave

After One (1) Year, leave accumulated at the rate of one and one-quarter (1-1/4) days per month.

(b) In the event the Fifteen (15) days earned sick leave is not used in any particular year it shall be allowed to accumulate to a maximum of One Hundred Fifty (150) Days. Only regular working days shall be counted in computing Sick Leave.

(c) Sick Leave shall be paid at current rate of pay.

5.2 SICK LEAVE BANK,

In the event of an extended illness of a Permanent Full-Time Firefighter, an additional source of aid shall be provided by the establishment of a General Sick Leave Bank, to provide for additional day(s) beyond those accrued by the Permanent Full-Time Firefighter under (5.1) of this Article.

(a) Assets of the General Sick Leave Bank will be acquired from those Permanent Full-Time Firefighters accruing Sick Leave under the aforementioned (5.1), who will have the voluntary option of donating their accrued sick leave days, or a portion of their accrued sick leave into said General Sick Leave Bank.

(b) Rules and Regulations governing the deposits of Sick Leave Days into the General Sick Leave Bank shall be established and posted so Permanent Full-Time Firefighters may be aware of same.

(c) A Policy Committee shall be established consisting of two (2) members of the union voted by union members, the Personnel Officer and one other representative of the Town. The awarding of sick leave, by extensions from the Bank, will be governed by the Policy Committee.

(d) All sick days deposited into the General Sick Leave Bank will be credited at the

current rate of pay and withdrawn at the current rate of pay.

5.3 SICK LEAVE BUYBACK.

5.3.1 Annual Sick Leave Buyback Incentive. Regular full-time firefighters will annually have the opportunity, based on attendance in the preceding contract year, to "sell" the Town a portion of their accrued, unused sick time. In order to be eligible for this provision, the employee must have accrued by July 1st, one hundred (100) or more unused sick days. Eligible employees shall be compensated at the rate of $75.00 per day as follows:

Number of sick days used in preceding year	Number of days to be "sold" back
0	6
1	4
2	2

5.3.2 Sick Leave Buyback. The Town will compensate regular full-time firefighters for fifty percent (50%) of unused, accrued sick time upon resignation or retirement, provided the employee has a minimum of ten (10) years of service with the Fire Department. Upon retirement, a regular full-time firefighter may donate up to twenty-five percent (25%) of his/her unused, accrued sick leave to the Sick Leave Bank.

5.4 LIGHT DUTY.

A firefighter who is on authorized sick/injury leave (including leave under G.L. c.41, Sec. 111F) beyond the continuous time of sixteen (16) tours of duty (8 ten hour days and 8 fourteen hour nights) shall, except when it is obvious he/she is medically incapable of performing light duty, be subject to a physical examination, requested by the Town to determine his/her capability of performing light duty, except that such light duty shall cease during the pendency of a firefighter's accidental disability application.

The medical authority, a specialist in the area of the injury, shall be jointly chosen by the Town and the Union; the cost shall be borne by the Town.

If the employee is found to be capable of performing light duty, the form of such light duty shall be agreed upon by the Town and the Union.

5.5 INJURY LEAVE

A member of the bargaining unit injured in the line of duty, shall receive injured on duty benefits in accordance with M.G.L. c.41 paragraph 111F.

ARTICLE 6. -- BEREAVEMENT LEAVE

6.1 In the event of a death in the Regular Full-Time Permanent Firefighter's immediate family: (i.e.) spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother, sister, the Regular Full Time Firefighter will be paid up to a maximum of four (4) tours of duty, (two (2) ten hour days and two (2) fourteen hour nights) his/her regular

straight time hourly rate of pay to attend the wake and funeral, provided, the wake and funeral fall on regular working days of the Firefighter, and further, provided, that the Regular Permanent Full-Time Firefighter actually attends the wake and funeral.

ARTICLE 7. -- FAMILY AND MEDICAL LEAVE ACT/MATERNITY OR PATERNITY LEAVE

7.1 Family and Medical Leave

7.1.1 Eligibility: An Employee may be eligible for Family and Medical and/or Maternity/Paternity Leave. Under certain circumstances, an Employee may be eligible for both Family and Medical Leave and Maternity/Paternity Leave. In such circumstances, the Employee's leave will be charged against both types of leave simultaneously. Where an employee is eligible for both types of leave, and one type of leave provides greater benefits than the other, the Employee shall be provided such greater leave benefits to which she is entitled.

An Employee employed by the Town for at least twelve (12) months, who has worked at least 1,250 hours during the twelve (12) month period immediately preceding a leave under this section, may take up to twelve (12) weeks for any leave, for any one or more of the following reasons:

7.1.1.1 The birth of the Employee's child, and in order to care for the newborn child;

7.1.1.2 The placement of a child with the Employee for adoption or foster care;

7.1.1.3 The need to care for the Employee's spouse, child or parent who has a serious health condition;

7.1.1.4 The Employee's own serious health condition that renders the Employee unable to perform the functions of his or her job.

7.1.2 Certification: An Employee shall provide certification from a health care provider to substantiate any leave due to the serious health condition of the Employee or the Employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the Employee provides the requested certification.

7.1.3 Notice: In order to plan for the provision of quality uninterrupted services to clients, the Employee seeking leave must notify the Employer at least thirty (30) days prior to any anticipated leave. If the need for leave is not foreseeable, the Employee must give the Town notice as soon as practicable. Failure to provide such advance notice will result in a denial of the leave request until 30 days after the notice is provided to the Town.

7.1.4 Group Health Insurance: The Town will continue its contributions to group health plan insurance for an Employee who is out on family or medical leave. The Employee must

continue to pay his or her share of such premium during the leave period.

7.1.5 Use of Accrued Vacation, Personal and Sick Time: An Employee on family or medical leave must use any accrued vacation and personal time while on such leave. An Employee on family or medical leave for the reasons set forth in above 7.1.1.1, 7.1.1.2 and 7.1.1.3 may use any accrued sick time while on such leave. An employee who is on medical leave for the reasons stated in 7.1.1.4 must use any accrued sick time while on such leave. Employees out on family or medical leave will continue to accrue vacation and sick time while on such leave.

7.1.6 Reinstatement: At the end of Family and Medical Leave an Employee shall be restored to his/her former position, if available, or to a similar position elsewhere in the Town, with the same pay, benefits and working conditions as of the date of the Employee's leave. The Employee's right to be restored is limited to what the Employee's job would have been if he/she had not taken leave. Prior to restoration, an Employee who takes a medical leave for the reasons set forth in 7.1.1.4 must obtain and present certification from a health care provider that the Employee is able to resume work. Failure to provide such certification will result in a denial of restoration until the Employee provides the requested certification.

7.2 Maternity or Paternity Leave:

7.2.1 Eligibility: An Employee employed by the Town for at least three (3) consecutive months on a full-time basis, may take up to eight (8) work weeks of unpaid leave for any one of the following reasons:

7.2.1.1 The birth of the Employee's child;

7.2.1.2 The placement of a child with the Employee for adoption or foster care.

7.2.2 Use of Accrued Vacation, Personal and Sick Time: An Employee on Maternity/Paternity leave may use any accrued vacation and personal time while on such leave. Accrued sick time may be used during the period of pregnancy-related disability.

7.2.3 Maternity/Paternity Leave to run concurrent with Family and Medical Leave Act Leave; Maternity/Paternity leave taken under this section additionally, shall be charged against an Individual's Family and Medical Leave Act entitlement.

7.2.4 Notice: In order to plan for the provision of quality uninterrupted service, the Employee seeking leave must notify the Town at least two (2) weeks prior to any anticipated leave.

7.2.5 Reinstatement: At the end of a maternity or paternity leave, an Employee shall be restored in his/her former position, if available, or to a similar position elsewhere in the Town, with the same pay, benefits and working conditions as of the date of the Employee's leave.

ARTICLE 8. -- PERSONAL LEAVE

8.1 A permanent Full-Time Firefighter should be entitled to two (2) personal days per fiscal year, which are not to be deducted from sick time. Such days shall not be accrued year to year. The firefighter must notify the Chief 24 hours prior to using a personal day.

ARTICLE 9. -- HEALTH INSURANCE

9.1. When the Town has met legal requirements to change health insurance coverage, the Town agrees to pay 80% of the Blue Cross-Blue Shield Master Medical Plan health insurance premium for those regular employees who are participating in said plan.

When the Town changes the percentage the Town pays toward premiums for the Master Medical Plan, The Town agrees to also offer the Blue Care Elect Preferred Provider Plan as an alternative to the Master Medical Plan. The Town agrees to pay ninety (90%) percent of the cost of the Blue Care Elect Plan, individual or family coverage, for those regular employees who are participating in said plan.

The Town agrees that the Blue Care Elect Plan ("PPO") offered to employees will require only a twenty-five dollar ($25.00) co-pay by employees for Emergency Room visits and will provide a one year transition period from the date the PPO Plan is implemented to 1) pay the difference between in-network and out-of-network costs for any employee who, at the time the PPO Plan is implemented, is receiving treatment from a specialist provider whose services are currently covered under the Master Medical Plan but who is not covered under the PPO Plan, and 2) pay the difference between the in-network and out of network costs for any employee whose primary care physician is enrolled in the PPO Plan but drops out of the PPO network at any time, for a one year transition period following the date the physician drops out of the PPO network.

The Town shall continue to provide health insurance covered in accordance with the provisions of M.G.L. c. 32B. Changes shall be made in accordance with G.L. c. 32B and G.L. c. 150E.

ARTICLE 10. -- RETIREMENT

10.1 The Town agrees to continue to maintain the present Retirement Plan for the Permanent Full-Time Firefighter, as it has in the past.

10.2 The Town shall provide the Union with a report detailing the amount paid to the Barnstable County Retirement System for each covered member of the bargaining unit. Said report shall be submitted to the Union by the 15th of January each year.

ARTICLE 11. – MANAGEMENT RIGHTS

11.1 By virtue of this collective bargaining agreement, the Town/Chief has not surrendered any of its/his managerial rights to determine and prescribe the

methods and means by which the operation of the Fire Department shall be conducted

11.2 The Town may implement the switch to civilian dispatchers without further bargaining.

ARTICLE 12. – NO STRIKE CLAUSE

12.1 In accordance with the General Laws, Chapter 150E, there will be no strikes, work stoppages, slowdowns, picketing, disturbances, sick-outs, or withholding of services of any nature during the life of this Agreement.

ARTICLE 13. – UNIFORM, CLOTHING ALLOWANCE

13.1 The Town agrees to supply and maintain for each Firefighter covered by this Agreement, the necessary Turnout Gear required by the Department. Contingent upon appropriation, the Town agrees to replace the turnout gear of six (6) permanent full-time firefighters per year of this contract, and to ensure that the turnout gear of all permanent full-time firefighters does not exceed six (6) years in age.

13.2 The Chief, or his designated representative, shall be responsible for issuing articles(s) of clothing and accessories to each Regular Permanent Full-Time Firefighter and Lineman, who shall have a drawing allowance up to Five Hundred Dollars ($500.00) per year. This allowance shall not be cumulative from year to year, and will be used to replace items that have been worn out. When new issue is being requested, the old issue will be turned in to the Department.

13.3 Class A Uniform – upon completion of the probationary period, the Town will provide to the fire fighter a complete Class A uniform, including hat and badge, coat and badge, tie, white gloves, dress shoes, trousers, and shirt.

13.4 Upon promotion to any position from fire fighter the promoted fire fighter shall be supplied with the appropriate uniform for the new position at no cost to the fire fighter or the clothing allowance.

13.5 The Fire Chief will annually appoint a uniform advisory committee that will periodically meet to discuss the uniform and equipment lists as well as procurement issues involved. The committee shall consist of at least two members from Local 2509 chosen by the union. The committee will make recommendations to the Fire Chief. The committee's recommendations are considered advisory and non-binding on the Chief.

ARTICLE 14. – EDUCATION INCREMENTS

14.1 Unless on regular duty, Regular Permanent Full-Time Firefighters shall be paid time and one-half for hours required to maintain accreditation by the National Registry of

Emergency Medical Technicians and/or the Commonwealth of Massachusetts. Lack of accreditation as an Emergency Medical Technician because of failure of the Town to provide the necessary facilities, etc. shall not deny the employee the salary of Regular Permanent Full-Time Firefighters who are EMT's. However, if lack of maintaining the accreditation is due to the Firefighter's action, then he shall be paid according to the salary schedule for Firefighters who are not EMT's until he again becomes accredited.

14.2 Regular Full-Time Firefighters who have received job related National or State Certifications or Licenses relating to and enhancing the job description and performance shall receive the amount of Ten Dollars ($10) per week added to the individual's salary per certification or license up to ten (10), as approved by the Chief; and to include the following: Firefighter I/II, Fire Officer I, Fire Officer II, Fire Officer IV, Fire Instructor I, Fire Inspector I, Fire Inspector II, Fire Investigator I, Incident Safety Officer, Fire & Life Safety Educator, EVO Pumper, EVO Aerial, Hazmat-FRO, Hazmat Technician and other nationally recognized certifications approved by the Chief that meet NFPA or other nationally recognized standards for the fire service. The Certification or Licenses must be a tested achievement to be eligible and such certification and/or licenses must be maintained.

14.3 Regular Permanent Full-Time Firefighters who take accredited courses which have the approval of the Chief and are a necessity to the Fire Department Work, and are satisfactorily completed, passed, and maintained, and directly relate to Fire Science Technology or Emergency Medical Services, including all courses leading up to a degree in Fire Science shall receive Eight Dollars ($8.00) per credit, in addition to their annual salaries and all other compensations earned each year.

ARTICLE 15. – SHIFT DIFFERENTIALS

15.1 Shift Differential is only paid for the specific hours worked during a given shift. Permanent Full-Time Firefighters shall receive a $1.00 shift differential added to their hourly rate of pay, when they work in the 1800 hours to 0800 hours period. On weekends and holidays, the shift differential shall be provided as follows:

Weekends: two 24 hour periods -- from midnight (12:00 am) on Friday to midnight (12:00 am) on Sunday

Holidays: the 24 hour period of the holiday

15.2 Setting forth these shifts herein shall not deprive the Town, if it becomes necessary to change the hours to shift (s) However, in the event hours are changed the shift differentials shall apply for the same hours herein specified, or for those hours that the Chief may feel is better suited to the Firefighter.

15.3 FIREFIGHTER IN CHARGE OF A SHIFT

Whenever a Firefighter is placed as relief in a higher level (in charge of a shift), and is performing the necessary added work required, the following differential shall be added to his or her regular straight time hourly rate of pay for such shift:

$1.50

15.4 FIRE PREVENTION OFFICER

Whenever a Firefighter is designated as an "acting" Fire Prevention Officer, and performs the added work required, the following differential shall be added to his or her regular straight time hourly rate of pay for such shift:

$1.50

ARTICLE 16. – RECALL TO DUTY

16.1 Any Regular Permanent Full-Time Firefighter called into work outside of his/her regular hours, shall be paid a minimum of:

(a) From 6:00 pm to 6:00 am Three (3) Hours

(b) From 6:00 am to 6:00 pm Two (2) Hours

(c) Excluded here from: Fire Drills, and whatever other past practices of like nature were previously exempted from this provision.

16.2 Said recall hours worked outside of Permanent Full-Time Firefighter's regular hours shall be paid at time and one-half (1-1/2) the Firefighter's regular straight time hourly rate of pay.

16.3 Unless a predetermined rate is in effect which is higher than those rates set forth herein, Special Third Party Detail Work shall be worked at the rate of Forty-five Dollars ($45.00) per hour, with a minimum of four (4) hours, except between the hours of 12 midnight and 7:00 am, in which event the rate will be Forty-eight Dollars ($48.00) per; hour with a minimum of four (4) hours. All Special Third-Party Details of more than four hours in length shall be paid at a minimum of eight (8) hours. All hours over eight (8) hours of said Special Third Party Detail Work shall be paid at the rate of time and one-half (1 ½) the aforementioned rates, whichever is applicable.

Firefighters wishing to perform third party detail traffic control work must complete traffic control training similar to what is currently offered through the Nantucket Police Department.

16.4 The Town shall pay firefighters who work third party details within two (2) pay periods following the date of the submission of the detail billing slip to the Town, regardless as to whether the Contractor hiring the third party detail has paid the Town.

16.5 Management Personnel shall be exempt from all recall to duty compensation per this section.

ARTICLE 17. – HOURS OF WORK

17.1 Employees (with the exception of the Fire Alarm Superintendent and the Fire Prevention Officer) shall work on twenty-four (24) hour shifts, 8:00 AM to 8:00 AM, followed by twenty-four (24) hours off, and then work another twenty-four (24) hour shift, 8:00 AM to 8:00 AM, followed by one hundred twenty (120) hours off duty. On the average of an eight (8) week cycle, employees will not work more than forty-two (42) hours per week. Exchanges of time may be one ten (10) hour day, one fourteen (14) hour night or one twenty-four (24) hour shift. Overtime shall continue to be hired in ten (10) and fourteen (14) hour tours. For purposes of the Fair Labor Standards Act, the Town adopts a work period of 28 days. This new work schedule is to be implemented within 30 days of the signing of the contract on a date determined by the Chief.

17.2 The twenty-four (24) hour shift shall consist of one ten (10) hour day and one fourteen (14) hour night tour. All day tours will start at 8:00 AM. In order to ensure the safety of the employees and the public, coverage that creates a forty-eight (48) hour shift should be avoided. Each twenty-four (24) hour shift shall be divided into a day shift and a night shift for purposes of calculating all leave benefits.

17.2(a) Notwithstanding other provisions in this Article, the Chief shall have the right to call in employees covered by the terms of this Agreement in an emergency situation, at his discretion; and, in such situations, to change or modify the hours of work as he deems necessary for the protection of the Town.

17.2(b) The Town shall continue to monitor the effectiveness of the 24 hour shift schedule on an annual basis for the duration of the agreement. If the Town determines that the shift hours are contributing to the inability of the Town to adequately staff shifts or the costs to the Town exceed those costs achievable by an alternative work schedule the Town will engage in discussions with the union regarding solutions or alternatives to the problems and work schedules identified.

17.3 Fitness Time. With the approval of the Chief and without interruption to the work schedule, permanent full-time firefighters shall be permitted to utilize one (1) hour per tour for improving their physical fitness, using fitness equipment at the Fire Station on Sparks Avenue. Personnel will not be called in while firefighters are using the fitness hour. Firefighters using the fitness hour may be required to respond to calls that come in during that hour.

17.4 Holdover – an employee who is held over on a call at the end of a shift shall be compensated for no less than one hour of pay at the rate of a one and one-half times the normal rate of pay.

ARTICLE 18. -- GRIEVANCE PROCEDURE, ARBITRATION

18.1 Any Grievances and/or disputes, which may arise between the parties with regard to the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The grievance shall be submitted in writing to the Chief or his designated representative (in the event the Chief is not available) within ten (10) days (excluding Saturdays, Sundays and holidays) of the incident giving rise to the grievance. The Chief or his designated representative shall answer the grievance in writing within ten (10) days (excluding Saturdays, Sundays and holidays) after the meeting. If the Chief is off-island at the time the Step 1 grievance is filed, the time periods for his response shall not commence to run until his return.

Step 2. If the Grievance is not resolved in Step 1, or if the Chief or his representative fail to respond within the time allowed, the Grievance Committee may refer the Grievance to the Town Manager or designated representative within ten (10) days from receipt of the Step 1 written answer, exclusive of Saturdays, Sundays, and Holidays. The Town Manager or designated ~~its~~ representative, will answer the Grievance in writing within fourteen (14) working days

Step 3 If the Grievance is not resolved in Step 2, or if the Town Manager or designated representative fails to respond within the time allowed, the Grievance Committee may refer the Grievance to the Board of Selectmen or designated representative within ten (10) days from receipt of the Step 2 written answer, exclusive of Saturdays, Sundays, and Holidays. The Selectmen or designated representative shall answer the Grievance in writing within fourteen (14) working days.

18.2 Arbitration Procedure:
If the Grievance is not adjusted satisfactorily in Step 3, or if the Selectmen or its representative fail to respond within the time allowed, and if Grievance involves a dispute concerning the interpretation or application of the terms of this Agreement, it may thereafter be submitted, within forty-five (45) days to the American Arbitration Association, for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the Arbitrator and submission fees.

18.2.1 All Grievances beyond Step 1 (18.1) shall be presented in writing through the steps of the Grievance Procedure and Arbitration Procedure if necessary, and shall state, in reasonable detail, the nature of the grievance and the remedy requested.

18.2.2 The dispute, as stated in the request for Arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing. The award of the Arbitrator shall be final and binding upon the parties covered by this Agreement, but the Arbitrator shall not have the power to add to, subtract from, or modify the conditions set forth in this Agreement.

18.2.3 The time limits set forth herein may be changed at any time by mutual agreement of the parties.

18.2.4 The Town reserves all of its rights to submit Grievances or impasses to Arbitration.

18.2.5 The term grievance shall mean any difference or dispute between the Employer and the Union, or between the Employer and any employee, except as defined in Article 18.2.6.

18.2.6 The Grievance and Arbitration Procedure set forth herein shall be for all Regular Full-Time Permanent Firefighters.

All other Firefighters: non-permanent, call firefighters, voluntary firefighters, spare firefighters, and all other employees of the fire department, shall have no recourse under this Article and shall be discharged or disciplined in accordance with the decision of the Chief whose decision shall be final and binding.

ARTICLE 19. – MUTUAL LEAVE

19.1 Subject to advance approval by the Chief, or his designee, (approval shall not arbitrarily be withheld) a Regular Permanent Full-Time Firefighter shall be granted a mutual leave for a day on which he is able to secure another Permanent Full-Time Firefighter to work in his place, said mutual leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave shall be allowed, provided:

(a) A request for such leave must be in writing, on a form provided by the Chief;

(b) Such substitution does not impose any additional cost to the Town with regard to salaries, overtime or payment of wages;

(c) The Chief shall be notified at least two (2) days prior to its becoming effective, except in case of an emergency when the notification may be made on shorter notice;

(d) Notice shall include the name of the substituting Permanent Firefighter (failure on the part of substitute Firefighter to fill the work assignment, as agreed to, shall be cause for disciplinary action). Exempting herefrom: emergencies however, exemption will only be valid if substitute Firefighter contacts the Permanent Firefighter or another Permanent Firefighter secured by either of them covers the work assignment. If a change is made in the substituting Firefighter, the Chief or his designee must be so notified.

(e) Neither the Department, nor the Town will be held responsible for enforcing any agreements between the Permanent Firefighters.

ARTICLE 20. – INVALIDITY OF A PROVISION

20.1 If any provision(s) of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision(s), to persons or circumstances other than those deemed to be held invalid or unenforceable shall not be affected.

ARTICLE 21. -- NONDISCRIMINATION

21.1 There shall be no discrimination by the Town against any Firefighter in the bargaining unit, as herein described, because of their membership in the Union.

21.2 The Town and the Union agree, not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, gender, sexual orientation, veteran status, national origin, or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, gender, sexual orientation, veteran status, national origin, or age.

ARTICLE 22. -- UNION DUES CHECK OFF

22.1 The Town shall, when authorized by each Firefighter, deduct from the first pay of each month, the Union Dues for the preceding month, and the initial initiation fee, after notification of the Town in writing by the Union that said initiation fee is due and owing, and remit the same to the designated representative of the Union within fourteen (14) days of said deduction by the Town. Together with this remittance, the Town shall forward a list of all Firefighters from whom dues have been deducted.

22.2 All authorizations by an employee must be in writing and signed by the Firefighter from whose wages such deductions are to be made. Said form shall be furnished by the Union. Such authorization shall remain in effect until revoked by the Firefighters, and shall be irrevocable for a period of one (1) year from the date the authorization is signed or until the termination of this Agreement (including renewal, or modification thereof), whichever occurs sooner, by the Firefighters to the Town and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of such time. If no such notice is given by the Firefighters, the Firefighter further agrees that the authorization and assignment shall be automatically renewed and be irrevocable for successive periods of one (1) year thereafter, or until the termination of the Agreement (including any extension, renewal, or modification thereof), whichever occurs sooner, unless such written notice, as hereinbefore provided, is given by the Firefighters to the Town and the Union prior to the end of each such period.

22.3 The Union shall notify the Town Treasurer of the name of the Authorized Representative and the address to which such dues collections shall be sent. In the event of any change of the designated authorized representative, the Union shall notify the Town Treasurer of such change in writing.

22.4 When a Firefighter, who is on check off, is not on the payroll during the week in which the deduction is to be made, the Firefighter must make arrangements with the Union to pay such dues in advance.

22.5 No deduction shall be made which is prohibited by applicable law. The Union and the Firefighters covered by this Agreement agree to indemnify and hold harmless the Town against and any all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues and initiation fees.

22.6 Payroll Deduction of Agency Service Fee. Pursuant to General Law, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union any Agency Service Fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The Agency Service Fee shall be deducted each pay period and shall be equal in amount to the sum set from time to time by the Union as their regular dues.

ARTICLE 23. -- BULLETIN BOARD

23.1 The Town shall permit the use of a bulletin board, located in the Fire Station, by the Firefighters to post notices of Union meetings.

ARTICLE 24. -- REQUIREMENT TESTS

24.1 Firefighters MUST take all tests and examinations required by the Chief/Town pertaining to their duties. Any Firefighter hired prior to July 1, 1977, if unable to pass such required test(s) and/or exam(s), shall not have his employment affected, unless failure to pass is due to severe medical reason.

24.2 All Firefighters hired after June 30, 1977, as a condition of continued employment, MUST PASS ALL test(s) and/or exam(s) which are required by the Chief/Town, including Massachusetts Registry of Medical Technicians Course. Failure to pass such required test(s) and/or exam(s) will be automatic quit by the Firefighter. If a Firefighter fails to pass a particular test/exam, Firefighter will be allowed to retake the test/exam within the allowed Grace Period. Not more than two (2) tries will be allowed unless for emergency or outstanding condition.

24.3 Any member of the bargaining unit hired after the date of execution of this agreement, July 1, 2012, shall be required to have and maintain their EMT certification throughout their career.

In addition, the Town may require that at least 80% of the bargaining unit have an EMT certification, and the Town may refuse to permit an individual to no longer maintain their EMT certification, and the Town may refuse to permit an individual to no longer maintain their EMT certificate if doing so will bring the total percentage of members of the bargaining unit

without an EMT license below 80%.

ARTICLE 25. -- WAGES

25.1 The Salary Schedule for Permanent Full-Time Firefighters shall be as set forth in Appendix A attached hereto. The wage schedule shown in Appendix A is amended as follows:

Effective July 1, 2012	2% increase to base pay
Effective July 1, 2013	2% increase to base pay

25.2 EMT Basic pay shall be based upon the pay scale (25.1) plus three percent (3%) in accordance with length of service.

25.3 Captain pay shall be based upon the pay scale (25.1) plus twenty-five (25%) in accordance with length of service.

25.4 Fie Prevention Officer shall have the rank of Captain and pay shall be based upon the pay scale (25.1) plus thirty (30%) in accordance with length of service.

25.5 Fire Alarm Superintendent shall have the rank of Captain and pay shall be based upon the pay scale (25.1) plus thirty percent (30%) in accordance with length of service.

25.6 Retroactive compensation shall be paid only to employees currently on the payroll and to former employees and retired employees who worked on or after July 1, 2012.

25.7 The Town may elect to pay wages on a bi-weekly basis, and may, at its discretion, require the direct deposit of all paychecks.

ARTICLE 26. -- LONGEVITY PAY

26.1 Longevity for Permanent Full-Time Firefighters. Based upon continuous years of service with the Nantucket Fire Department as Permanent Full-Time Firefighters hired before. January 18, 2012 will receive a longevity pay as follows, which will be payable in addition to the Wage Salary set forth in Article 23.1:

(a) After completion of Five (5) Years of continuous service:
2% above Base Yearly Pay

(b) After completion of Ten (10) Years of continuous service:
3% above Base Yearly Pay

(c) After completion of Fifteen (15) Years of continuous service:
4% above Base Yearly Pay

(d) After completion of Twenty (20) Years of continuous service:
5% above Base Yearly Pay.

Longevity bonuses will be paid in the first pay week of December, and payment shall be made in such a manner as to minimize payroll deductions.

The longevity pay set forth above shall only apply to members of the bargaining unit who are employed by the Town on or before January 18, 2012. Any bargaining unit member hired after January 18, 2012 shall be subject to the following schedule of longevity payments:

(a) After completion of 10 years of continuous service: $1,600
(b) After completion of 15 years of continuous service: $1,800
(c) After completion of 20 years of continuous service: $2,100
(d) After completion of 25 years of continuous service: $2,600

ARTICLE 27. -- TIME OFF WHILE PERFORMING UNION DUTIES

27.1 Members of the Fire Department covered by this Agreement who are officers and/or members of duly constituted committees of Local 2509 of the International Association of Firefighters (not to exceed five (5)) shall be allowed reasonable time off for official Union business with the Town of Nantucket; and (not to exceed two (2) elected delegates at any one time) shall be allowed to attend State and National conventions or educational conferences and meetings of the Professional Firefighters of Massachusetts, not to exceed eight (8) tours. The names of those attending, with the dates covering such State and National conventions or educational conferences and meetings, shall be submitted in writing three (3) days prior thereto, to the Chief of the Department for prior approval and a copy transmitted to the Board of Selectmen. A written list of officers and members of duly constituted committees shall be furnished to the Chief of the Department immediately after their designation.

ARTICLE 28. -- LAYOFFS AND REHIRE

28.1 In the event of a layoff, permanent full-time firefighters will be laid off in inverse order of seniority. Recall shall be in inverse order of layoff.

28.2 Seniority shall be lost and employment will automatically terminate in the event of a break in the permanent full-time firefighter's service with the Town, caused by any of the following:

(a) Discharge;
(b) Voluntary quit;
(c) Failure to return to work on an employee's first scheduled work day after the expiration of any leave of absence without good reason;
(d) Layoff for lack of work for more than 24 consecutive months.

28.3 Seniority shall not be broken by vacation time; leave of absence of thirty days or less; unlawful suspension from duty; induction into the military service (reenlistment excluded unless there is a national emergency recall).

ARTICLE 29. -- DRUG & ALCOHOL TESTING

29.1 All permanent full-time firefighters shall be subject to random, pre-employment and reasonable suspicion drug and alcohol testing. Random testing shall be performed in accordance with the Town's testing procedure for employees with Commercial Driver's Licenses. Reasonable suspicion testing shall be performed at the request of the Fire Chief or his designee. Any employee testing positive shall be subject to the provisions of the Town's drug and alcohol policy, attached hereto.

ARTICLE 30. – DISCIPLINE

A fire fighter may be disciplined, discharged, or demoted for just cause.

ARTICLE 31 – PROMOTIONS

31.1 Covered Positions: When a vacancy in any of the following ranks is anticipated, the Town may administer a promotional appointment process to help identify those candidates who are qualified for the position.

a. Captain
b. Fire Prevention Officer
c. Fire Alarm Superintendent

31.2 Notice: A notice announcing the process will be posted on the bulletin board for a period of fifteen (15) days. Only employees who have five (5) years as a Regular full-time Firefighter within 60 days of the date of the posting shall be eligible to bid. The posting will list all required pre-qualifications as determined by the Town in addition to the minimum time in service. The posting of such notice does not obligate the Town to fill such vacancy. In the event the vacancy is to be filled, the Town will make the selection on the basis of the qualifications and ability of each candidate.

31.3 Process: The Town shall employ a reputable testing company to conduct the promotional process. The promotional process shall consist of the following five parts:

a. Written Exam	20%
b. Structured Interview	20%
c. Fire Operations Problem	20%
d. Instructional Presentation	20%
e. Resume	20%

The Town reserves the right to change the content of such tests.

31.4 Qualified Candidates List: The final score shall be computed from the total points accumulated from each part. Upon completion of the promotional process the Town shall post the final scores and the list of qualified candidates. The Town may choose a candidate, in any order, from the top three candidates on the list of

qualified candidates when filling a vacancy in any of the positions listed in 31.1. The posting of the Qualified Candidates does not obligate the Town to fill a vacant position.

31.4 Eligibility lists shall be valid for a period of one year from the date the final list is posted. By mutual agreement between the Town and the Union the list may be extended for a second full year.

31.5 Temporary Appointments: The Town shall have the option of temporarily filling a vacancy pending selection of a qualified candidate. Such appointments shall not be for more than twelve months. If there remains a valid candidates list and the Town decides to fill a vacancy with a temporary appointment the Town will make that appointment from remaining candidates on the valid list.

31.6 Disputes: The selection of a qualified candidate for promotion from a qualified candidates list is not subject to the grievance and arbitration procedure in this agreement. Only disputes regarding the Town's adherence to this process shall be subject to the grievance and arbitration procedure.

ARTICLE 32 -MISCELLANEOUS

32.1 Seasonal Staffing Level: Effective July 1, 2013 the Town shall establish a minimum manning level of four (4) personnel for each shift from Memorial Day Weekend through Labor Day Weekend each year.

32.2 Black-Out Dates: Effective July 1, 2013 no time off will be allowed on "Black Out" dates which shall be determined in advance by the Fire Chief..

ARTICLE 33. -- DURATION OF AGREEMENT

33.1 This Agreement shall be in full force and effect from July 1, 2012, and shall continue in full force and effect until June 30, 2014; and, shall be automatically renewed from year to year thereafter, unless by January of any year prior to the expiration date, either party notifies the other, in writing, of its desire to change, amend or terminate the terms or conditions hereof. If such notification is given, the parties shall simultaneously exchange written proposals at the commencement of negotiations.

33.2 During the course of negotiations for amendment or renewal of this Agreement, the terms and conditions herein set forth shall continue in effect until a new Agreement is reached.

33.3 Recognizing the fiscal constraints posed by Proposition 2½, in the event future

Town Meetings do not appropriate sufficient monies to fund the wage increases agreed upon for that portion of the Agreement, and only that portion of the Agreement, they may be discussed and if necessary amended as may be agreed upon at such time. This will not be considered an opening of the negotiated agreement for further negotiations.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be set this 20th day of March, 2013.

FOR THE TOWN:

TOWN OF NANTUCKET
BOARD OF SELECTMEN

BY: _____
Chairman

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS a/f/w A.F.L. – C.I.O., LOCAL 2509

BY: _____
President

EXHIBIT A

FIRE DEPARTMENT CONTRACT
PROJECTED WAGE SCALE 2013-2014

Current Wage Scale: 07/01/2011 - 6/30/2012

Postion	Grade	Hiring Wage	1 Yr	2 Yrs	3 Yrs	5 Yrs	10 Yrs	20 Yrs
FIREFIGHTER	FI	$ 46,567	$ 49,361	$ 52,322	$ 57,554	$ 60,432	$ 63,454	$ 66,626
FIREFIGHTER / EMT BASIC	FI EB	$ 47,964	$ 50,841	$ 53,892	$ 59,281	$ 62,245	$ 65,357	$ 68,625
CAPTAIN	FI C	$ 58,208	$ 63,181	$ 66,972	$ 73,670	$ 77,353	$ 81,221	$ 85,282
FIRE PREVENTION OFFICER	FI PO	$ 60,537	$ 65,650	$ 69,588	$ 76,547	$ 80,375	$ 84,393	$ 88,613
FIRE ALARM SUPERINTENDENT	FI AS	$ 60,537	$ 65,649	$ 69,588	$ 76,548	$ 80,375	$ 84,394	$ 88,613

Under Negotiation: Effective 07/01/2012 - 06/30/2013 (2.00%)

Postion	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FIREFIGHTER	FI	$ 47,498	$ 50,348	$ 53,369	$ 58,705	$ 61,641	$ 64,723	$ 67,959
FIREFIGHTER / EMT BASIC	FI EB	$ 48,923	$ 51,858	$ 54,970	$ 60,467	$ 63,490	$ 66,664	$ 69,998
CAPTAIN	FI C	$ 59,372	$ 64,445	$ 68,312	$ 75,143	$ 78,900	$ 82,845	$ 86,987
FIRE PREVENTION OFFICER	FI PO	$ 61,747	$ 66,963	$ 70,980	$ 78,078	$ 81,982	$ 86,081	$ 90,385
FIRE ALARM SUPERINTENDENT	FI AS	$ 61,747	$ 66,962	$ 70,980	$ 78,079	$ 81,983	$ 86,082	$ 90,385

Under Negotiation: Effective 07/01/2013- 06/30/2014 (2.00%)

Postion	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FIREFIGHTER	FI	$ 48,448	$ 51,355	$ 54,436	$ 59,880	$ 62,874	$ 66,017	$ 69,318
FIREFIGHTER / EMT BASIC	FI EB	$ 49,901	$ 52,895	$ 56,069	$ 61,676	$ 64,760	$ 67,998	$ 71,398
CAPTAIN	FI C	$ 60,560	$ 65,734	$ 69,678	$ 76,646	$ 80,478	$ 84,502	$ 88,727
FIRE PREVENTION OFFICER	FI PO	$ 62,982	$ 68,302	$ 72,400	$ 79,640	$ 83,622	$ 87,803	$ 92,193
FIRE ALARM SUPERINTENDENT	FI AS	$ 62,982	$ 68,302	$ 72,400	$ 79,640	$ 83,622	$ 87,803	$ 92,193

EXHIBIT B

ALCOHOL TESTING AND CONTROLLED SUBSTANCES TESTING POLICY AND PROCEDURES

1.0 POLICY

It is the policy of the Town of Nantucket that the use of alcohol and controlled substances by employees who are on duty is prohibited. This policy incorporates any off duty use or misuse of alcohol or controlled substances that results in a positive alcohol or controlled substances test while on duty.

2.0 DEFINITIONS

2.1 Alcohol:

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular alcohols including methyl and isopropyl alcohol.

2.2 Alcohol Concentration:

Also called alcohol content, the alcohol in a volume of breath as indicated by an evidential breath test, such as a breathalyzer, expressed in terms of grams of alcohol per 210 liters of breath.

2.3 Alcohol Use:

The consumption of any beverage, mixture or preparation, including any medications, containing alcohol.

2.4 Breath Alcohol Technician:

(BAT) An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device. (EBT).

2.5 Confirmation/Confirmatory Test:

In alcohol testing, a second test which follows a screening test with a result of 0.02 grams or greater of alcohol per 210 liters of breath, that provides quantitative data of alcohol concentration.

For controlled substance testing, a second analytical procedure to identify the

presence of a specific drug or metabolite which is independent of the screen and that uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

2.6 Controlled Substance:

In this policy the terms "drugs" and "controlled substances" are interchangeable and have the same meaning unless otherwise provided. These terms shall include marijuana, cocaine, opiates, including heroine, phencyclidine (PCP), and amphetamines, including methamphetamine.

2.7 Controlled Substance Screening/Testing:

Is a procedure to screen and/or test urine samples for the purpose of detecting the presence of amphetamines, cocaine, metabolites, opiate metabolites, including heroine, phencyclidine, and marijuana metabolites.

2.8 Permanent Full-time Firefighter:

Those employees covered by the collective bargaining agreement between the Town of Nantucket and the International Association of Firefighters, AFL-CIO and its Local 2059.

2.9 Evidential Breath Testing Device:

(EBT) Is a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath.

2.10 GC/MS:

Is a gas chromatography/mass spectrometry test that confirms an initial drug screen.

2.11 Laboratory:

Is a federal Department of Health and Human Services certified laboratory authorized by the Town to perform controlled substances screening/testing.

2.12 Medical Review Officer:

(MRO) A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Town's controlled substances testing program who has knowledge of substance abuse disorders and has

appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

2.13 On Duty:

Is that period of time which constitutes a firefighter's work day, or when he or she has been recalled to work.

2.14 Refuse to submit to an alcohol or controlled substances test:

A firefighter refuses to submit to testing when he or she:

(1) fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath testing; or

(2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing; or

(3) engages in conduct that obstructs the testing process.

2.15 Screening Test:

(Screen or initial test) In alcohol testing, it is the initial procedure to determine if the firefighter has a prohibited concentration of alcohol in his or her system. In controlled substances testing, it is an immunoassay screen to eliminate "negative" urine specimens from further consideration.

2.16 Split Specimen/Sample:

For controlled substances testing, it is a collection of urine divided into two containers for testing and retesting purposes.

2.17 Substance Abuse Professional:

(SAP) Is a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

3.0 APPLICABILITY

This policy and procedure is, therefore, applicable to all permanent full-time firefighters in the Nantucket Fire Department, and to applicants to such positions.

4.0 ALCOHOL and CONTROLLED SUBSTANCES PROHIBITIONS

4.1 Alcohol Prohibitions:

Firefighters are prohibited from using alcohol while on duty and within four hours of going on duty.

4.1.1 A firefighter shall not:

(1) use alcohol while on duty.

(2) report for duty or remain on duty within four hours of having consumed alcohol.

(3) report for duty or remain on duty with an alcohol concentration of 0.04 or greater.

4.2 Controlled Substances Prohibitions:

This policy prohibits firefighters from reporting for duty or remaining on duty when the firefighter uses any controlled substances, except when the use is pursuant to the instructions of a physician who has advised the firefighter that the substance does not adversely affect the firefighter's ability to work. The Town may require a firefighter to inform his or her supervisor of any therapeutic drug use by the firefighter.

4.2.1 A firefighter shall not:

(1) report for duty or remain on duty while using any controlled substance, except when a physician has prescribed a substance which does not adversely affect the firefighter's ability to work.

(2) report for duty, remain on duty, or perform a safety-sensitive function, if he or she has tested positive for controlled substances.

5.0 TESTING

There are five situations in which a firefighter shall be tested for the presence of controlled substances and/or alcohol in his or her system. They are: (1) pre-employment testing, (2) reasonable suspicion testing, (3) random testing, (4) return to duty or work testing, and (5)

follow-up testing.

5.1 Pre-Employment Testing:

Prior a firefighter being hired by the Town, he/she shall undergo testing for controlled substances. The firefighter shall not begin work until the employer has received a verified negative test result from the medical review officer for the controlled substances test.

5.2 Reasonable Suspicion Testing:

The employer shall require a firefighter to submit to an alcohol test and/or controlled substances test when a supervisor or department representative has reasonable suspicion to believe that the firefighter has violated the Town's prohibitions concerning the use or possession of alcohol and/or controlled substances. The supervisor or department representative shall base his or her determination that reasonable suspicion exists to require the firefighter to undergo an alcohol test and/or controlled substances test on specific, contemporaneous, articulable, observations concerning the appearance, behavior, and speech or body odors of the firefighter. The observations may include indications of the chronic and withdrawal effects of controlled substances. The supervisor or department representative making the observations shall document in writing the specific facts, symptoms, or observations which form the basis for his or her reasonable suspicion.

5.2.1 The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the firefighter.

5.2.2 Alcohol testing is authorized under the reasonable suspicion testing section only when the observations required to make the determination (See. 5.3, supra) that reasonable suspicion exists are made during, just preceding, or just after the period of the work day that the firefighter is required to be in compliance with the alcohol prohibitions.

5.2.3 If reasonable suspicion alcohol test is not administered within 2 hours following the observations, the supervisor or department representative shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. If the test is not administered within 8 hours of the observation, the employer shall cease to attempt to administer the test and make a record of the reasons why the test was not administered within 8 hours.

5.2.4 The Town will not take action against any firefighter based solely on the firefighter's behavior and appearance with respect to alcohol use, unless an alcohol test was administered or the firefighter refused to be tested. This does not prohibit the Town with independent authority from taking any action otherwise consistent with law or Town or department policy.

5.2.5 The supervisor or department representative making the determination that reasonable suspicion exists to conduct an alcohol test and/or controlled substances test must have received 60 minutes of training on alcohol misuse and 60 minutes of training on controlled substances use.

5.4 Random Testing:

Random, unannounced alcohol testing and controlled substances testing may be administered on a certain percentage of firefighters each year. Random alcohol testing may be administered at a minimum annual rate of 25% of the average number of employees eligible for testing. Random controlled substances testing may be administered at a minimum annual rate of 50% of the average number of employees eligible to be tested. Random alcohol and controlled substances testing will be unannounced and spread reasonably throughout the calendar year.

5.4.1 The random selection process will ensure that each employee has an equal chance of being tested each time selections are made.

5.5 Return to duty Testing:

Before a firefighter returns to duty after engaging in prohibited conduct concerning alcohol, the firefighter shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Before a firefighter returns to duty after engaging in prohibited conduct concerning controlled substances, the firefighter shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

5.6 Follow-Up Testing:

Following a determination by a SAP that a firefighter is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the firefighter shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the SAP. The firefighter shall be subject to a minimum of 6 follow-up
controlled substances and/or alcohol tests in the first 12 months. The follow-up

testing may continue for up to 60 months from the date the firefighter returns to duty.

5.7 Refusal to be tested:

When the firefighter refuses to be tested, the firefighter is treated the same as if he or she had received a positive test result. A firefighter refuses to submit to testing when he or she:

(1) fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath testing; or

(2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing; or

(3) engages in conduct that obstructs the testing process.

6.0 SCREENING/TESTING PROCEDURES

6.1 A copy of these procedures shall be given to all firefighters.

6.2 When reasonable suspicion testing, follow-up testing or return-to-duty testing is authorized, at least one supervisor shall accompany the firefighter to the collection site.

6.3 When random testing is authorized, a supervisor may, but is not required, to accompany a firefighter to the collection site.

6.4 When a firefighter has been identified for testing, the firefighter will be instructed to proceed immediately to the designated collection site. Once the firefighter has been notified to take a test, unless he or she is hospitalized, no sick or other leave may be authorized until the collection process is completed.

6.5 At the collection site, firefighters are required to present photo identification.

6.6 When alcohol testing is required or authorized, a saliva or breath test shall be administered by the collector also known as a Breath Alcohol Technician (BAT) to detect the presence of alcohol.

6.6.1 Initial and confirmatory tests may only be administered with devices meeting the requirements of the National Highway Traffic Safety Administration's (NHTSA's) Model specifications for Alcohol Screening Devices.

6.6.2 An alcohol screen with a result of 0.02 grams/210 liters or greater shall be followed by a confirmation test that provides quantitative data of alcohol concentration.

6.2.3 A firefighter shall follow the instructions of the BAT and shall not eat, drink, put any object or substance into his or her mouth, and, to the extent possible, not belch during the waiting period before the confirmation test.

6.2.4 A confirmatory alcohol test shall not be conducted in less than 15 minutes nor more than 20 minutes from an alcohol screen with a result of 0.02 grams/210 liters or greater.

6.2.5 If the firefighter is unable to provide a sufficient amount of breath after reasonable attempts to do so, testing shall be discontinued and the appropriate Town official notified. The firefighter shall be directed to obtain, as soon as practicable, an evaluation from a licensed physician, who is acceptable to the Town, concerning the firefighter's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the firefighter from providing an adequate amount of breath, the firefighter's failure to provide an adequate amount of breath shall not be deemed to be a refusal to take the test. The physician shall provide the Town with a written statement of his/her conclusion.

6.7 **When a controlled substances test is required or authorized**, a test of the firefighter's urine will be done to detect the presence of amphetamines, cocaine metabolites, opiate metabolites (including heroine), phencyclidine, and marijuana metabolites.

6.7.1 To deter dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks whenever possible, so that the reservoir of water in
the toilet bowl always remains blue. There shall be no other source of water in the enclosure where urination occurs.

6.7.2 The collection site person shall ask the firefighter who is to be tested to remove any unnecessary outer garments, such as a coat, that might conceal items or substances that could be used to tamper with or adulterate the firefighter's urine. The firefighter may retain his or her wallet, but not briefcase or purse.

6.7.3 The firefighter may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. In the

exceptional event that there is an immediate requirement for specimen collection (e.g., an accident investigation), a public rest room may be used, providing the person collecting the specimen is of the same gender as the firefighter being tested and accompanies the firefighter into the rest room and ensures the integrity of the collection process.

6.7.4 The firefighter's urine specimen shall be divided into two containers by the collection site person in the firefighter's presence. The two samples, called "primary" and "split" shall be sent for testing to a laboratory certified by the Department of Health and Human Services.

6.7.5 The initial controlled substance screening shall be by enzyme immunoassay techniques test (EMIT) which shall be administered at a Town approved laboratory at Town expense. If this initial screen yields a positive result, a GC/MS will be conducted at Town expense on the original split urine sample provided by the firefighter.

6.7.6 The minimum levels for positive controlled substance test results are:

DRUG GROUP	**Initial EMIT Screen (ng/mL)**	**Confirmatory GC/MS Test (ng/mL)**
Amphetamines	1000	
Amphetamine		500
Methamphetamine		500*
Cocaine Metabolites	300	150**
Opiate Metabolites	300	
Morphine		300
Codeine		300
Phencyclidine	25	25
Marijuana Metabolites	50	15***

* Specimen must also contain amphetamine at a concentration of greater than or equal to 200ng/mL.

** Benzoylecgonine

*** Delta-9-tetrahydrocannabinol-9-carboxylic acid

6.7.7 If the firefighter is unable to provide a sufficient amount of urine the MRO shall immediately refer the firefighter for a medical evaluation to determine whether the firefighter's ability to provide a specimen is genuine or constitutes a refusal to test. If the MRO makes a determination after the completion of the examination that the firefighter is able to provide a sufficient urine sample, the firefighter's refusal to do so shall be considered to be a refusal to test.

6.7.8 The results of a positive EMIT controlled substances test shall be confirmed by GC/MS testing and sent to the MRO for review. The MRO verifies the positive result after review with the firefighter. The MRO shall notify the firefighter that he/she has 72 hours from such notification to request a retest from the split sample at another laboratory certified by the Federal Department of Health and Human Services. The retest shall be at the firefighter's own expense. The MRO shall coordinate the retesting of firefighters.

7.0 CONSEQUENCES OF PROHIBITED CONDUCT

Firefighters facing disciplinary action under this section shall have all rights to a hearing and union representation provided in the applicable collective bargaining agreement between the union of which the firefighter is a member and the Town.

7.1 A firefighter who violates the alcohol prohibitions by having a confirmed alcohol test of 0.04 or more grams/210 liters shall be suspended without pay for 15 working days. A second violation with a confirmed alcohol test of .02 grams/210 liters or more shall result in discharge.

7.2 An applicant, including a firefighter being promoted, shall not receive the appointment/promotion if he/she receives a positive test result from a controlled substances test.

7.3 A firefighter who, for the first time, violates the alcohol prohibitions with a confirmed alcohol test of 0.02 to 0.039 grams/210 liters, shall be suspended without pay for 15 working days. A firefighter who, for the second time, violates the alcohol prohibitions with a confirmed alcohol test of 0.02 to 0.039 grams/210 liters, shall be discharged.

7.4 A firefighter who violates the controlled substances prohibitions with a verified positive result from a controlled substances test, shall be suspended without pay for 15 working days. A second violation shall result in discharge.

7.5 A firefighter who violates the prohibition against possession of alcohol or controlled substances while on duty shall be suspended without pay for 30 working days. A second violation shall result in discharge.

8.0 CONFIDENTIALITY REQUIREMENTS and RECORDS RETENTION

The Town shall maintain records of all alcohol and controlled substances tests and their results in accordance with all applicable federal, state, and local laws and regulations. The Town shall implement procedures to prevent the unauthorized disclosure or distribution of these records including the results of alcohol and controlled substances tests. If a firefighter appeals a disciplinary action taken against him/her for violation of the alcohol or controlled substances prohibitions in a judicial or administrative proceeding, he/she waives the confidentiality required with regard to such records.

9.0 EMPLOYEE ASSISTANCE PROGRAM

An firefighter may request a referral to an Employee Assistance Program (EAP) for assessment, counseling and/or rehabilitation at any time. Participation in the Employee Assistance Program is voluntary, subject to the following:

9.1 Disciplinary action based on a violation of the alcohol and controlled substances prohibitions is not suspended by a firefighter's participation in the EAP.

9.2 When a firefighter violates an alcohol or controlled substances prohibition, the firefighter must be evaluated by a substance abuse professional (SAP) designated by the Town who shall determine what assistance, if any, the firefighter needs in resolving problems associated with alcohol misuse and/or controlled substances use. The firefighter may not take a return to duty drug or alcohol test until: (1) completion of a treatment program suggested by the SAP; and, (2) a determination by the Town, in conjunction with a recommendation by the SAP, that the firefighter is fit for duty. The Town is <u>not</u> required to pay for the firefighter's rehabilitation. The additional testing which a firefighter may request must be paid for by the firefighter, in advance of the test(s).

EXHIBIT C

Side Letter Concerning Training

It is the goal of the Town of Nantucket and its Fire Department to improve the delivery and substance of training for probationary and full-time firefighters.

In pursuing this goal, the Town hereby agrees to investigate the feasibility of ensuring that all new employees, current Line Officers and firefighters attend the Massachusetts Fire Fighting Academy and be certified by the Massachusetts Fire Training Council. The Town will also develop a training procedure for present full-time firefighters to receive recurrent training in equipment operation and firefighting practices, and other training in the field of fire service; and, for the Line Officers to receive training in the preceding and in personnel management.

The Town agrees to work toward meeting the above by working with the Nantucket Fire Department management, and the Union.