



Town of Billerica

Collective Bargaining Agreement

between the

Town of Billerica

and the

THE BILLERICA EMT/PARAMEDICS ASSOCIATION

NEPBA LOCAL 087

JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1 Mission Statement

The Town of Billerica Ambulance Service is based on the desire to serve the public and provide the best emergency medical care possible to the citizens of Billerica.

Job Description

Health Care Professional responsible for functioning within Department of Public Health requirements, Chapter 111C which regulates the use and operation of ambulances.

Paramedics will be responsible for recognizing a medical emergency, assessing the situation and providing emergency care, coordinating efforts with those other agencies that may be involved in the care and transport of the patient. They will initiate invasive and non-invasive treatments in accordance with established treatment protocols, recording in writing the details related to the patient's emergency care and incident, and assist with obtaining billing information. Paramedics will prepare and maintain equipment and ambulance in constant state of readiness and be available to respond immediately.

ARTICLE 2 Recognition

- Section 1 - The employer recognizes the Billerica EMT/Paramedics Association, NEPBA Local 087, as the sole and exclusive bargaining agent for the purpose of establishing conditions of employment for all permanent ambulance personnel exclusive of clerks. There shall be no strike or lockout during the term of this Agreement.
- Section 2 - The employer will not aid, promote or finance any labor group, which purports to engage in collective bargaining, or make agreements with any group or individual for the purpose of undermining the unit or any conditions contained in this Agreement.

ARTICLE 3 Qualifications

- A.) Massachusetts EMT – P Certification
- B.) Current CPR, ACLS Certification
- C.) High School Diploma or Equivalent
- D.) Active U.S.Driver's License
- E.) Two Years active service on an Emergency Ambulance.

All of the above must remain in effect or the Paramedic is subject to dismissal.

ARTICLE 4 State Law and Dept. of Public Health Rules and Regulation

- Section 1 - The Paramedics and the Town of Billerica agree to abide by the State Laws and Department of Public Health rules and regulations governing the operation of Emergency Ambulance Service.
- Section 2- All equipment so required by State Regulation under Chapter 111, Section C shall be maintained at all times at the expense of the Ambulance Service.

ARTICLE 5 Vaccinations

Section 1 - The Town will make available all appropriate and available vaccinations as recommended by Massachusetts Department of Public Health.

ARTICLE 6 Sick Leave (Non-Occupational)

- Section 1 - Every employee occupying a full time position, subject to the Classification and Compensation Plan, shall be allowed by the head of his or her department, sick leave with pay for a period of fifteen (15) days during each fiscal year, provided said sick leave is caused by sickness or injury or exposure to contagious disease.
- Section 2 - Sick leave shall accrue to all full time employees in a pay status at a rate of one and one-quarter (1 ¼) of a day per month. In the event of an increase in the annual rate (15 days/year), the monthly accrual will be based upon the annual allowance divided by twelve (12). Sick leave in all cases can be utilized by employees only to the extent of their current accrual based on their anniversary day of employment.
- Section 3 - Every employee occupying a full time permanent position subject to Classification and Compensation Plan, utilizing sick leave for three consecutive working days or more demonstrating what the Ambulance Administrator or Chief of Police determines to be a pattern of sick leave abuse, shall be required to provide a doctor's certification to their supervisor before returning to work. Any employee who is out on leave for fifteen (15) days in a year, July 1 – June 30, may be required to provide a doctor's note for each day after the fifteenth (15th). Failure to furnish a certificate to the supervisor shall be cause for disapproval of sick leave and will result in the denial of pay for the absence.
- Section 4 - An employee who is incapacitated for duty should report his or her illness no less than one (1) hour prior to the beginning of the scheduled tour of duty. The employee should advise his or her supervisor of the approximate day that he or she will be returning to duty.
- Section 5 - When a Paramedic is absent from work due to illness, the O.I.C. on the shift may be calling to ascertain the condition of said Paramedic.
- Section 6 - Unused Sick Leave: Any employee terminating his or her employment with the Town under conditions of: voluntary separation in good standing or retirement or death, shall receive compensation in cash in an amount equal to a maximum of seventy (70) days for any unused and accrued sick days. Employees hired after November 7, 2013 are not eligible for sick leave buyback.

Section 7 - Each unit member on July 1st shall annually contribute one (1) of his/her accumulated sick days to a sick leave bank and said contribution shall be matched one for one by the Town for the first 100 days contributed by the union. At the time of ratification of the contract the Town will allow each Union member to contribute three days to start the funding of the bank. It will then revert back to one day on July 1.

The Town shall make a one-time start-up contribution of eighty (80) days upon execution of this agreement to zero the current negative balance.

Employees shall not be obligated to contribute if on any July 1st the bank has reached its cap of two hundred (200) days.

Withdrawals from the bank shall be approved by a majority vote of a Sick Leave Bank Committee consisting of two (2) persons designated by the Union and two (2) persons designated by the Town Manager. In the event of a split decision, the Town Manager shall be considered an ex-officio member of the Sick Leave Bank Committee, and as such, shall render a final determination concerning a request to withdraw days from the Sick Leave Bank.

Withdrawals may be made for no more than twenty (20) day increments.

In order to be eligible to draw from the Sick Leave Bank, the employee must:

- a) have been employed for at least one year;
- b) have exhausted all of their available sick time, vacation time and personal days in order to be eligible to draw from the Sick Leave Bank;
- c) verify said illness or injury in accordance with the provisions outlined in Article 6, and to the extent requested by the Sick Leave Bank Committee;
- d) be willing to take all reasonable steps necessary to make a full recovery, repay the sick bank, and prevent a recurrence of the disability including continued treatment for problems contributing to the disability.

Decisions made by the Sick Leave Bank Committee shall be final and binding and not subject to reversal by the Town, appeals or grievance/arbitration.

The Treasurer's Office will administer the sick bank for the Paramedic union.

Section 8 - An annual sick leave incentive will be granted as follows:

0 days =	\$1,000
1-4 days =	\$525
More than 4 days =	\$0

Section 9 - Accumulation of sick days to be capped at one hundred eighty (180) days.

- I. Any current employee (July 1, 2006) with more than one hundred eighty (180) days will have accrual frozen at current level.
Accrual will recommence if at any time the amount falls below one hundred eighty (180) days.
- II. If an employee has exhausted all available sick time, they shall have the ability to draw additional days from the sick leave bank.
Rules are to be according to Article 6, Section 7.

ARTICLE 7 Bereavement Leave

- Section 1 - Starting with the day of death, each permanent employee shall be granted the following five (5) calendar days off without the loss of pay in the event of a death in his or her immediate family. Immediate family shall mean and include the following: mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandchild, sister brother, brother-in-law, sister-in-law or any relative residing within said employee's household.
- Section 2 - Bereavement leave of five (5) days, excluding days off, shall be granted in the event of the death of a child or spouse. Bereavement leave of five (5) days, excluding days off, shall be granted in the event of the death of mother, mother-in-law, father, father-in-law, when such death occurs outside of New England.
- Section 3 - Bereavement leave of three (3) days, excluding days off, shall be granted in the event of death of an aunt, uncle, or other in-law.
- Section 4 - Bereavement leave of one (1) day, excluding days off, shall be granted in the event of a relative not included above.
- Section 5 – Each permanent employee may request additional time without loss of pay from the Chief of Police for extreme travel or when a need is shown. Each request shall be looked at separately and none shall constitute past practice.

ARTICLE 8 Leave of Absence

- Section 1 - Definition: Leave of Absence shall mean any time an employee leaves his/her service for any specific reason and for which he or she is not receiving any salary or benefits from the Town at the discretion of the Board of Selectmen. This shall be requested through the Ambulance Administrator.
- Section 2 - This may be granted for any period of time up to six (6) months. This shall be reviewed monthly. This section is not grievable and shall not be granted for any other occupational venture.
- Section 3 - Family Medical Leave Time
1. Union members who are taking Family Medical Leave (FMLA) for issues related exclusively to the employee must use accrued sick or vacation time simultaneous to their FMLA benefits.
 2. Employees who are taking FMLA for issues related to a family member that is not the employee may use up to twenty (20) sick days per year. This time will need to be used simultaneous with FMLA benefits. If the need for FMLA is extended past twenty days, the employee will need to use accrued vacation time simultaneous to the FMLA benefits. This leave can only be used for a family members medical situation or birth / adoption and can not be used in conjunction with sick bank.
 3. Family leave time must be taken in full day increments or no less than half (1/2) day increments with the approval of the Town Manager or designee in emergencies.
 4. The employee must inform his/her Department Head in writing prior to using that option. Email is acceptable notice. This notice is for record-keeping purposes.
- Section 4 - The employee may elect to use up to 20 days of accumulated paid leave such as vacations, personal or sick time.

ARTICLE 9 Vacation

Section 1 - Vacation leave shall accrue to all full time employees in the pay status on the following basis:

Group I - 5 years' service (or less) = 2 Tours

Group II More than 5 years but less than 10 years = 3 Tours

Group III More than 10 years but less than 15 years = 4 Tours

Group IV More than 15 years = 5 Tours

Section 2 - Accrual shall begin with the anniversary date (first day of full time employment) for the Town and will be recorded in each department as follows:

Group I – Five-sixth ($5/6$) of a day per month.

Group II – One and one-fourth ($1 \frac{1}{4}$) days per month

Group III – One and two-thirds ($1 \frac{2}{3}$) days per month

Section 3 - Vacation leave may be taken at any time, subject to the approval of the appropriate supervisor. The granting of such leave may be considered in the light of current and anticipated workloads.

Section 4 - Vacation leave may only be accumulated up to a maximum of forty (40) days.

Section 5 - Upon retirement or death, or voluntary separation in good standing, that portion of unused vacation leave up to a maximum of forty (40) days will be paid to the employee or his/her estate in cash.

Section 6 - Vacation for a given fiscal year (July 1 – June 30) must be chosen by the previous June 1st to ensure selection. Blanks to be posted by May 15th. Vacations will then be determined on a first come, first serve basis, but seniority will prevail.

Section 7 - Only one paramedic shall be on vacation at any one time.

ARTICLE 10 Holiday Pay

Section 1 - All regular full time and/or permanent Town employees shall be paid one (1) day at regular straight time pay in accordance with the present practice, for all designated holidays (13) listed below, which fall on or are observed on regularly scheduled work days for all employees who work a seven day work week.

January 1 st	Memorial Day
Martin Luther King Day	July 4 th
Presidents Day	Labor Day
Patriots Day	Columbus Day
Veterans Day	Thanksgiving Day
Day After Thanksgiving	December 25 th (Christmas)
Juneteenth	

Section 2 - Holiday Pay: The Town agrees to pay holiday pay compensation at twelve (12) hours per day to reflect the average hours worked.

Section 3 - Payment for said holidays shall be made in December and in June of each fiscal year, for six (6) holidays respectively.

Section 4 - All holidays must be paid.

Section 5 - All employees who work during a day tour or night tour of duty commencing on or after midnight on December 25th, New Year's and Thanksgiving (24 hours) will receive time and one-half (1 ½) the applicable hourly rate for all hours of such work. No employee will receive compensation greater than the equivalent of time and one—half (1 ½) a complete day tour or a complete night tour of duty.

ARTICLE 11 Substitution

Interchange or swap tours of duty shall be permitted between employees of equal classification with the department provided that:

1. An employee shall be granted special swap leave with pay for a day or any portion thereof in which he is able to secure a substitute.
2. The department is notified in writing by the employee seeking such swap as to the date and the tour of duty and the employee replacing him.
3. Such substitution does not impose any additional cost to the employer.
4. Employees seeking such swap shall be required to give at least twenty-four (24) hours' notice. In the case of emergency, the Ambulance Administrator may waive this notice requirement.

Neither the department nor the employer is held responsible for enforcing any agreements made between employees. Employees seeking such swap shall be responsible to the employer for coverage and any financial obligation arising out of the agreement made between employees.

5. No swaps will be allowed by Paramedics unless submitted in form intended.

ARTICLE 12 Seniority

Seniority shall be determined by the starting date of each employee in the Service. In the case of two employees having the same starting date, seniority will be determined by lottery.

ARTICLE 13 Injury

- Section 1 - In the case of an on-the-job injury, each service employee is responsible for completing an injury report and giving the employer complete information enabling him to complete a form for the First Report of Injury from Massachusetts Division of Industrial Accidents. The employee must notify his supervisor immediately or as soon as possible after the occurrence of the injury.
- Section 2 - An employee may use his/her sick leave prior to going on Workman's Compensation. Request must be made in writing and agreed to by the Ambulance Administrator or his designee.
- Section 3 - A full time Paramedic who is injured in the line of duty through no fault of his/her own and is approved for workman's compensation will be compensated the difference in base pay for up to a period of one (1) year.

ARTICLE 14 Uniform and Maintenance Allowance

- Section 1 - A yearly uniform allowance may be granted for the purpose of purchasing uniforms and other necessary equipment and shall be permanent Paramedic in the service
- Section 2 – Uniform Allowance shall be as follows: \$950.00
- Section 3 - Uniforms shall refer to all uniforms worn by Paramedics and specified in the Paramedic Uniform code. All uniforms become the property of the Town.

ARTICLE 15 Night Shift Differential

Section 1 - All Paramedics working hours from 1800 to 0800 will receive a seven percent (7%) increment for those hours worked.

Section 2 - All day shifts shall be paid at regular rate.

ARTICLE 16 Work Week

Section 1 - Schedule A

- a) A work week shall consist of one (1) tour of duty.
- b) An “A” tour of duty shall consist of four (4) consecutive days of work: two (2) day shifts from 0800 to 1800 and two (2) night shifts from 1800 to 800.

Section 2 - Schedule B

- a) A work week shall consist of one (1) tour of duty.
- b) A “B” tour of duty shall consist of four (4) consecutive days of work: two (2) day shifts from 0700 to 1700 and two (2) night shifts from 1700 to 0700.

Section 3 - Schedule Bid

- a) Bidding to occur every July 1.
- b) Seniority will prevail
- c) Schedule Bid Blanks will be posted by May 15th and finalized by June 1st.
- d) Bidder will choose Schedule “A” or Schedule “B”.
- e) Either schedule is limited to eight (8) full timers

ARTICLE 17 Overtime

- Section 1 - Overtime shall mean any time an employee works other than his normal shift. It shall be paid at time and one-half (1 ½) his hourly rate.
- Section 2 - There shall be a duty roster listing all Paramedics according to seniority. All overtime shall be assigned in rotation so that each Paramedic shall have an equal opportunity for available work.
- Section 3 - A paramedic shall not work more than twenty-four (24) hours consecutively unless in an emergency.
- Section 4 - No overtime shall be paid an employee during a twenty-four (24) hour period for which he is absent from a regular assigned tour of duty.
- Section 5 - Forced overtime will only be used when the service will be down due to a personnel shortage. All reasonable means to fill the open shift must be exhausted prior to forcing overtime. This will include, but not limited to: offering of the shift to all full time Paramedics per Article 17; offering of the shift to all per-diem Paramedics per Article 27; the refusal of non-assigned time off at the discretion of the Chief of Police, except cases of illness or injury where the Paramedic is unable to perform his/her duties.
- Section 6- In the case where all reasonable means of filling the shift have failed, the member of the crew(s) working the prior shift whom has been held the fewest number of times will be required to stay. In cases where crew members have been held an equal number of times, the Paramedic with the least amount of seniority will be required to stay unless another employee volunteers for that coverage. No Paramedic will be forced into working a triple except in cases of emergency.
- Section 7 - Each member who is subject to a forced holdover will be given (1) compensatory shift off equivalent to hours forced to work. This is limited to one (1) shift per fiscal year. This compensatory time will be limited to the same restrictions as other time off and only one (1) extra shift per year per member will be permitted regardless of the number of force situations that occur during the fiscal year.

ARTICLE 18 Extra Paid Details

Section 1 - All extra details must be assigned through the Police Department.

Section 2 - The assigned detail shall basically be considered as a four (4) hour minimum and shall be paid at the normal rate for any hours worked in excess of four (4) hours.

Section 3 - All details shall be assigned in rotation.

ARTICLE 19 Recertification

- Section 1 - The Town agrees to pay the recertification fee for all Paramedics.
- Section 2 - A Paramedic is allowed three (3) days/year reassignment for the purpose of obtaining re-certification hours.
- Section 3 - Employees may elect to carry over up to three (3) of the above reassignment days per discretion of Police Chief.
- Section 4 - The Town agrees to allow the use of the employee's \$1,100 tuition reimbursement to be used towards Paramedic recertification classes.

ARTICLE 20 Personal Days

Section 1 - Each employee shall be granted two (2) shifts off with pay each year at his/her discretion for personal reasons. Said day off may not be taken on any holiday or eve of any holiday.

Section 2 - Effective July 1, 2000 each employee will be granted one (1) additional shift per year.

ARTICLE 21 Wage Scale

Section 1 - The wage scale attached will be adopted. The scale will be for 15 years and there is one year in between steps. Each step increase is 2%. After one (1) year of service, the Paramedics will advance (1)Step and continue advancing in a like manner until Step 15.

Starting on July 1st, 2023, every 2 years a member has had their ALS card they will be credited 1 additional step up to a max credit of 6 years. On July 1, 2023, members will be credited their additional time. This will not be retroactive to FY2022. Each member will stay in that step until their credited time equals their actual time on the job. Each member will retain their anniversary date and will move through the steps at the appropriate time.

1	2	3	4	5	6	7	
\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.84	\$ 32.47	\$ 33.12	\$ 33.78	
8	9	10	11	12	13	14	15
\$ 34.46	\$ 35.15	\$ 35.85	\$ 36.57	\$ 37.30	\$ 38.05	\$ 38.81	\$ 39.58

ARTICLE 22 Court Time

- Section 1 - A Paramedic appearing in court will notify the Ambulance Administrator of the particular case, place and time of appearance, and the reason for his appearance. The ambulance Administrator will determine whether it is justified.
- Section 2 - The Paramedic will be paid at time and one-half (1 ½) at a four hour minimum.

ARTICLE 23 Insurance

Section 1 - Contributory Group Life, Accident, Hospitalization and Medical and Surgical Insurance Plan, as defined by Chapter 32B, adopted by the Town of Billerica by vote at the Annual Town Meeting of March 1958, to be paid one-half (1/2) by employee.

ARTICLE 24 Wages

The wages for each of the bargaining unit positions shall be adjusted according to the following:

July 1, 2022 0%

July 1, 2023 0%

July 1, 2024 0%

Clinical Training Specialist stipend to \$60 weekly (\$20 increase) on July 1, 2016

Medical Supply Specialist stipend to \$60 weekly (\$20 increase) on July 1, 2016

Infectious Control Coordinator at \$30 weekly (new stipend) on July 1, 2017

Vehicle Maintenance Officer stipend to \$60 weekly (new stipend) effective on July 1, 2023

Pediatric Advanced Life Support (PALS) is a mandatory certification provided by the Town as of July 1, 2014. In recognition of this certification each member shall receive a \$12.00 weekly stipend.

The Town agrees to create a supervisor position within the unit to oversee the Day to day operational functions, interact with outside entities (hospitals, region), and report to the Ambulance Administrator on regular basis. Said position shall be compensated at a rate of pay 18% above top Paramedic pay.

The following options will be offered to members of the Collective Bargaining Unit. They must choose one or the other but not both. Once they choose they forever forfeit their right to the other option:

Option A: All employees with 25 years of service as recognized by MGL Chapter 32 with the last (10) Years of full time service being in the Town of Billerica and a minimum of one hundred (100) sick days accumulated may request to be designated a "Senior Paramedic" for a period of time up to three (3) consecutive years, selected by the employee. During the period of time that each Paramedic is designated Senior they shall receive a base salary increase that is seven (7) percent higher than what that Paramedic would otherwise receive for that year. Each Paramedic will be designated as "Senior" for only one (1) three (3) year period. This is not to exceed three (3) consecutive years. Selection of this option makes said employees ineligible for the Sick Leave Buyback as outlined in Article 6 nor will they be eligible for conditions outlined in Option B. This option

is irrevocable except under extenuating circumstances with approval of the Town Manager.

Option B: The employees shall receive a 15% salary increase if retiring after age fifty (50) but before age sixty (60) and a 10% salary increase if retiring after age (60) but before age (64). The increase shall be paid for his/her last twelve (12) months of service in his/her weekly salary increments. The Paramedic shall notify the department of his/her expected separation date. An employee who stays beyond the twelve (12) month period shall have his/her salary deducted at the same percentage rate that it was increased.

ARTICLE 25 Discipline

- Section 1 - Discipline shall refer to any type of punishment, such as a written reprimand; suspension from duty; or removal from overtime, details or extra duty.
- Section 2 - Each Paramedic being disciplined must receive in writing a letter stating the reasons for discipline and the area of written understanding for which it is being conferred.
- Section 3 - The employer shall neither discipline nor discharge without just cause.

ARTICLE 26 Grievance Procedure

A grievance is hereby defined to mean a complaint by a Paramedic or a group of Paramedics that is based upon an alleged violation of or an alleged variation from, the Provision of the Contract, or the interpretation, meaning or application thereof, and an aggrieved employee is a person or group of persons making such a complaint through the formal prescribed channels of this Contract.

Step 1 - Grievance shall, within ten (10) days of the alleged event causing the grievance or the employee's knowledge of the occurrence, be presented informally by the employee and/or the unit representative to the Chief or his designee involved and that an earnest effort shall be made to adjust the grievance in an informal manner.

Step 2 - If the grievance is not resolved in Step 1, the grievance shall be reduced to writing by the unit and presented to the Chief of Police. The Chief shall meet with the Grievance Committee within ten (10) days from the date that the grievance is presented to him and shall answer the grievance in five (5) days after the meeting.

Step 3 - If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint to the Town Manager within ten (10) calendar days from the receipt of Step 2 answer, exclusive of Saturday, Sunday or holidays. The Town Manager shall meet with the Grievance Committee within ten (10) calendar days to discuss the grievance and shall answer the grievance in writing within ten (10) days after the meeting ends.

If the grievance is not adjusted satisfactorily in Step 3, it may therefore be submitted within twenty (20) days to the American Arbitration Association or to the State Board of Conciliation and Arbitration in accordance with its rules. All grievances beyond Step 1 shall be presented in writing through the steps of the grievance and arbitration procedure and shall in reasonable detail specify the nature of the grievance and the remedy requested.

The dispute as stated in the request for arbitration shall constitute the sole and entire matter to be heard by the arbitrator, unless the parties agree to modify the scope of the Hearing. The award of an arbitrator shall be final and binding upon the unit and the employer and the aggrieved employee, and the cost of arbitration shall be shared equally by both parties. Any of the time outlined in this Agreement may be changed at any time by mutual agreement of the parties.

Any grievance not presented within the time specified shall be presumed waived.

ARTICLE 27 Intermittent Paramedics

- Section 1 - No Intermittent Paramedics shall be assigned a regular shift. Intermittent Paramedics will only be allowed to work when no regular Paramedic is available. Intermittent Paramedics may be assigned to temporarily fill a position that is vacated due to a long term illness/injury or open shifts due to a temporary vacancy. Long term illness/injury being defined as an illness or injury that is going to last longer than two (2) full tours of duty. After the second tour, intermittent may be assigned. After the second tour, intermittent may be assigned for a period of eight (8) tours. Then the cycle will repeat.
- Section 2 - Intermittent or so-called per-diem Paramedics may be used in a limited circumstance to replace the Paramedic Supervisor when the supervisor is on shift performing administrative duties. This practice will not be used to replace a regular full time paramedic position.

ARTICLE 28 Education

Section 1 - Associates Degree to \$3,000; Bachelor's Degree to \$4,500; addition of Master's Degree stipend at \$6,000.

Members of the Bargaining Unit will receive \$65 per credit for every credit above (30) credits up to a minimum of \$2,250 Associates Degree and a maximum of \$3,600 for a Bachelors Degree.

Section 2 - The following is a list of acceptable degrees:

Paramedic Technology – A.S., B.S.

Emergency Medical Service – A.S., B.S.

Sociology – A.S., B.S.

Pharmacology – A.S., B.S.

Psychology – A.S., B.S.

Nursing – A.S., B.S.

Public Health – A.S., B.S.

Biology – A.S., B.S.

Pharmacy Tech – A.S.

Respiratory Tech – A.S.

Athletic Training – A.S., B.S.

Microbiology – B.S.

Medical Technologist – B.S.

Medical Management – A.S., B.S.

Section 3 - The Town will reimburse a Paramedic up to \$1,100 per year for tuition for undergraduate work in an accredited college or university upon completion of a course with a "C" or better.

ARTICLE 29 Specialty Positions

The following specialty positions shall be appointed by the Chief of Police:

Clinical Training Specialist
Medical Supply Specialist
Infectious Control Coordinator
Vehicle Maintenance Officer

ARTICLE 30 Supervisor Position

In recognition of the need for input and interpretation of EMS issues the position of EMS Supervisor will provide the administration with job specific insight. The Paramedic Supervisor position will exist within the unit and be responsible for day-to-day operations defined as the following:

- A. The EMS Supervisor will report directly to the Chief of Police and/or his appointed representative.
- B. He/she will be responsible for public appearances or statements to be made by the Department at the request of the Administration as well as official communications with the State, Region, DPH, OEMS, etc.
- C. The supervisor will maintain records of employee certifications and licensures.
- D. He/she will be responsible for the application and maintenance of appropriate licenses, inspections, and other State and Region requirements for ambulance operation.
- E. He/she will maintain ambulance records and statistics as required by the Ambulance Administrator.
- F. The supervisor will be responsible for the assignment of scheduled overtime and EMS details on the equitable basis as defined by the Union.
- G. The supervisor shall report potential remedial/disciplinary situations to the Ambulance Administrator but all remedial/disciplinary decisions will remain with the Chief of Police and Ambulance Administrator. The supervisor will not have the ability to discipline or reprimand employees.
- H. The supervisor will assist the administration with the preparation of an annual ambulance-operating budget.
- I. He/she will collect, collate and review all EMS run reports and prepare them for the billing service and, when necessary, Region and/or State review and filing.
- J. Attend national, state, regional or local meetings pertaining to EMS for the Town of Billerica as funds permit.
- K. The supervisor will receive supervisory training from the Town. The supervisor will be compensated for his/her time when the above duties are required to be performed during his/her time off.

ARTICLE 31 Probationary Period

1. Following their original appointment to the Billerica Paramedics as a permanent full time employee, a person shall perform the duties of such position on a full time basis for a probationary period of twelve (12) months before he/she shall be considered a full time tenured employee in such position.
2. During the probationary period, a performance evaluation shall be conducted prior to the employee's six month anniversary date. The employee's supervisor shall provide input into the evaluation process. Such evaluation may be utilized by the appointing authority, but in no instance shall the appointing authority be required to consider the results of such evaluation in a determination of granting such employee permanent or tenured status. Nothing contained herein shall require an appointing authority to evaluate a probationary employee and in no such instance shall such evaluation grant such probationary employee any greater rights than those contained in this section.
3. If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed by him/her is not satisfactory to the appointing authority, the appointing authority may, at any time after such person has served thirty (30) days and prior to the end of such probationary period, give such person a written notice to that effect, stating in detail the particulars wherein his/her conduct or capacity or the character or quality of his/her work is not satisfactory, whereupon his/her service shall terminate.
4. If a full time employee is unable to work because of illness during the serving of his/her probationary period, the appointing authority may postpone the serving of such period, provided that such employee has served an amount of time adequate to satisfy the appoint authority that his/her services should be retained and provided, further, that such employee shall, upon resuming employment, be required to perform service equal to a full probationary period.
5. If a person at the time of his appointment or during the serving of his probationary period is not actually employed because of educational leave, he shall not be regarded as a tenured employee until he/she has served a full probationary period or the remainder thereof, as the case may be, following the termination of said educational leave and his/her commencing of or return to employment.

ARTICLE 32 Managerial Rights

The listing of the following rights of management in this Article is not intended to be a waiver of any of the rights of the Town or the Chief of Police listed herein. Such inherent management rights shall remain with the Town. The employer shall have exclusive rights consistent with the applicable laws and regulations:

1. The Town Manager shall have the right to hire an employee up to Step #6 (minimum of 10 years experience to be hired at step 6) based on experience, market conditions, and need within the unit. The Town Manager will notify the union when a hire outside of step 1 occurs.
2. To direct employee of the employer in the performance of their duties.
3. To hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against such employees for just cause.
4. To maintain the efficiency of the operations entrusted to it.
5. To determine the methods, means, and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., and unforeseen circumstances or a combination of circumstances, which call for immediate action in a situation which is not expected to be of a recurring nature.
7. To establish continued policies, practices and procedures for the conduct of Town Business and, from time to time, to change and abolish policies, practices or procedures, subject to the provisions of MGL Chapter 150E.
8. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town.

ARTICLE 33 Drug Testing Program

“The Town and the Union recognize that the critical mission of Paramedic Services justifies the maintenance of a drug free work environment through the use of a reasonable employee drug testing program. Therefore, the Town and the Union agree to implement the following drug testing program which shall provide for “reasonable suspicion” drug testing, random testing, post-incident testing an unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be in violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program.”

I. Drug Testing Based on Reasonable Suspicion

- A. An employee shall be subject to an immediate drug test if the employee’s Superior Officer determines Reasonable Suspicion of drug use.
- B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be used based upon the following or other comparable fact patterns:
 - 1. Observable phenomenon such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.
 - 2. A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).
 - 3. Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.
 - 4. Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to department personnel regarding past or present illegal use of drugs.
 - 5. A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as other paramedics or Public Safety personnel.

6. Involved in an accident with “accident” being defined as an unplanned unexpected and unintended event which:
 - (a) Occurs on Department property, on Department business or during working hours; and
 - (b) Initially appears to have been caused wholly or partially by the employee; and
 - (c) Results in:
 - (i) Fatality;
 - (ii) Any injury requiring medical treatment away from the scene of the event; or
 - (iii) Damage to property is estimated to be in excess of \$7,500.00.

Notwithstanding the foregoing, determination of reasonable suspicion shall comport with Constitutional guarantees and limits.

- C. The Superior Officer shall consult with a second Deputy Chief and/or the Chief of Police in determining whether reasonable suspicion exists and if the employee shall be referred for testing. The Superior Officer shall provide a written report setting forth their grounds for determining reasonable suspicion.
- D. In those cases where the Superior Officer determines that the employee’s condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately escorted to the collection facility and shall be placed on paid administrative leave.
- E. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of a Superior Officer to advise the employee of such decision and to escort the employee to the collection facility. The Superior Officer shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany him/her to the collection facility to act as an observer. The Union representative will not be allowed into the collection bathroom. Once the collection procedures are over, the Superior Officer shall transport the employee to the Police Station House and arrange for transport for the employee to his/her home or residence. The Superior Officer shall also notify the employee that he/she is not to return to work pending receipt of the test results or until a

determination is made that reasonable suspicion was not substantiated. The employee shall be in pay status when referred to and being tested.

F. Appeal of Decision to Test Under “Reasonable Suspicion”

1. Should an employee dispute the determination that “reasonable suspicion” exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the office of the Chief of Police or the Superior Officer at the time a specimen is provided by the employee. The laboratory shall be notified simultaneously with the delivery of the specimen that the test is subject to protest; and this by the Superior Officer. The sample shall be held and no testing done until a determination is made after the appeal process set forth herein.
2. The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two (2) business days from when the sample is taken. The Paramedic Unit, Superior Officer and Chief of Police shall be confined to substantiation of the reasons articulated pursuant to Section 1(B) of this Article. The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Superior Officer. The employee and the Union shall have the right to refute any of the reasons articulated.
3. Should the Town Manager determine that there was “reasonable suspicion”, the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Chief of Police who shall notify the employee in question of the results.
4. Should the Town Manager determine that there was not “reasonable suspicion” to test, the employee urine sample and all records associated with the incident shall be destroyed forthwith.

II. Post Incident Testing

- A. An employee shall be subject to an immediate post-incident drug test when in a “critical incident”. A “critical incident” is defined as:
1. The action of any duty employee which results in injury or death of another person;

2. The operation of a vehicle on duty at any time in a department vehicle off duty by an employee which results in a fatal traffic accident or an accident causing any injury or property damage estimated to be in excess of \$7,500.00;
3. Where the action of an employee causes any physical injury of death to a person by the use of a firearm either on-duty or off-duty;
4. Any other event that may be agreed upon by the Town and the Union as constituting a “critical incident”.

An employee who tests positive after a post-incident drug test shall be subject to the same conditions as those who test positive following a “reasonable suspicion” drug test.

III. Procedures for Drug Testing.

- A. All urine drug testing will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT/S-I, “Procedures for Drug Testing”. These procedures call for the use of an Immunoassay Screen (i.e. “EMIT”) with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.
- B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determination of the presence of these five drugs, classes of drugs, or their metabolites; marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

The initial test shall use an Immunoassay. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs.

	Initial Test Cut-Off Levels (mg/ml)
Marijuana metabolites	50 (mg/ml)
Cocaine metabolites	300 (mg/ml)
Opiates metabolites	2000 (mg/ml)
(25 mg/ml if Immunoassay specific for morphine)	
Phencyclidine	25 (mg/ml)
Amphetamines	1000 (mg/ml)

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

Confirmatory Test Cut-Off Levels (mg/ml)

Marijuana metabolites	15 mg/ml
Cocaine metabolites	150 mg/ml
Morphine	2000 (mg/ml)
Cocaine	2000 (mg/ml)
Phencyclidine	25 (mg/ml)
Amphetamine	500 (mg/ml)
Methamphetamine	500 (mg/ml)

- C. At the time of the drug test the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory licensed by the Department of Health and Human Services (DHHS) to perform forensic/drug testing, upon written application to the Chief of Police within seventy-two (72) hours of the notification of a positive result, consistent with the Health and Human Services Guidelines. If the test is positive, the employee must present evidence of the use of prescription drugs, which may include confirmation from the employee's prescribing physician and copies of the prescriptions.
- D. If an employee is successful in an appeal of the grounds for a "reasonable suspicion" test, said urine samples shall be destroyed and no material on such test shall be placed or remain in the employee's personnel file and any other Town/Department file.
- E. The order for test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

V. Refusal to Submit to Testing

An employee's refusal to submit to a test when directed will be treated the same as a positive test result and the employee will be immediately placed on leave. Failure or refusal to submit to such tests as directed include the failure to proceed directly to the testing facility as directed, failure to provide an adequate amount of urine for testing, or failure to complete all the necessary paperwork. Additionally, notwithstanding any other provision of this policy, such employee may be subject to serious disciplinary action, up to and including discharge.

VI. Consequence of a Confirmed Positive Test

- A. An employee who tests positive for use of drugs may be subject to disciplinary action. However any employee testing positive for the first time shall be allowed to enter a rehabilitation program, in-state or out-of-state, with the full support and encouragement of the Town and shall be subject to unannounced testing for a period of thirty-six (36) months following a first positive test. A second positive test will result in termination. The Town reserves the right to discipline up to and including termination for any conduct in violation of the Rules, Regulations or Policies and Procedures of the Department.
- B. An employee must provide documentation to the Town through its Chief of Police regarding entry into and successful completion of a drug rehabilitation program. Such documents will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town or its Chief of Police with proof of successful completion of said rehabilitation program.
- C. The employee entering a rehabilitation program will sign a Rehabilitation Agreement with the Department and abide by its terms and conditions.
- D. An employee's contractual seniority will not be interrupted by any in-patient or outpatient participation in a rehabilitation program as provided in this Article.

The employee must successfully complete the rehabilitation program before returning to duty. Before being reinstated to duty, the employee shall meet with the Chief and the Department's Drug Program Administrator to discuss the rehabilitation program and its completion and to discuss assignment options. Such meeting(s) will be designated to assist the employee's re-entry into the workplace.

- E. During any in-patient period of such rehabilitation program(s), and employee can utilize sick, vacation or other leave credits otherwise available to him/her by the Union/Town collective bargaining agreement ("CBA") to maintain compensation status. During any out-patient period of such rehabilitation program, he/she may use up to a maximum of ten (10) days of sick leave, if needed by him/her while enrolled in such program(s), and can also utilize vacation or other leave credits otherwise available to him/her, to maintain compensation status.
- F. An employee's failure to successfully complete the rehabilitation program, where such failure is based on his/her failure to attend, cooperate with or participate in the rehabilitation program, may result in disciplinary action and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and

including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with, or participation in, the rehabilitation program, may result in discipline, up to and including termination.

- G. Upon return to duty following a first positive test, and after successful completion of the drug rehabilitation program, the employee shall be subject to unannounced, follow-up drug testing for a period of thirty-six (36) months. Following a second positive test and after successful completion of the drug rehabilitation program, may result in termination. An employee refusing to be administered a drug test during said thirty-six (36) month period, when required by the Chief of Police, shall be terminated. Tests during this thirty-six (36) month period shall be unannounced but will be conducted at reasonable times and intervals so as not to disrupt the employee's off work time.

VI. Selection of Laboratory and Medical Review Officer

- A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs and by the Department of Health and Human Services.
- B. As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer ("MRO") chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee's medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. The MRO shall not be an employee of the Town.

VII. Confidentiality of Records

Test results and other information relating to drug testing of an employee shall be maintained in a confidential file separate from the employee's personnel file.

ARTICLE 34 Terms and Duration

This Agreement shall remain in effect from July 1, 2022 and end on June 30, 2025 and shall continue from year to year thereafter unless either party requests in writing an opportunity to renegotiate or add new articles. Such a request must be made within ninety (90) days prior to June 30, 2025 or ninety (90) days prior to the end of the subsequent year. This Agreement in such event will remain in full force and effect until the submitted changes have been duly executed and signed.