

AGREEMENT

between

TOWN OF STURBRIDGE

and

**TEAMSTERS LOCAL #170
(FIREFIGHTERS)**

FY22 – FY24

(JULY 1, 2021 – JUNE 30, 2024)

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AGREEMENT

This Agreement made and entered into at Sturbridge, Massachusetts, pursuant to the provisions of General Laws, Chapter 150E, as amended, by and between the Town of Sturbridge, a municipal corporation hereinafter referred to as the "Town" and the Teamsters Local #170, hereinafter referred to as the "Union".

PREAMBLE

It is mutually agreed that both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment.

It is further acknowledged that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any department or agency of the town government which is expressly provided for by State Statute, Town Charter or by-laws of the Town of Sturbridge except as expressly limited herein.

ARTICLE 1 RECOGNITION

- 1.1 The Town, in accordance with the certification of the State Labor Relations Commission, Case No. MCR-06-5188, hereby recognizes that the Teamsters Local #170 Unit is the sole and exclusive representative of all full-time and part-time permanent fire fighters, exclusive of the Fire Chief, of the Town of Sturbridge Fire Department for the purpose of bargaining with respect to wages, hours of duty and other conditions of employment.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The employer shall not be limited in any way in the exercise of the functions of management and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:
- a. The operation and direction of the departments.
 - b. The determination of the level of services to be provided.
 - c. The direction, control, supervision, evaluation and transfer of employees.
 - d. The establishment or change of job assignments.
 - e. The determination and interpretation of job descriptions.

- f. The change or discontinuance of operations in whole or part.
- g. The institution of technological changes.
- h. The revising of processes, systems or equipment.
- i. The subcontracting of work provided however, no subcontracting of bargaining unit work shall be awarded if a qualified fire fighter is on lay off.
- j. The use and employment of temporary fire fighters on a seasonal basis provided, however, that no bargaining unit work shall be transferred.
- k. The alteration, addition or elimination of existing methods, equipment or facilities.
- l. The determination of the location, organization, number and training of personnel of the Department.
- m. The assignment of duties and work assignments.
- n. The assignment of job sites.
- o. The granting, scheduling and assigning of leaves.
- p. The scheduling and enforcement of working hours, and work breaks.
- q. The change of schedules and shifts.
- r. The assignment of mandatory overtime, provided, however the Town shall assign non-emergency overtime as per Article 11.
- s. The use and employment of non-bargaining unit employees including managerial and supervisory employees, to perform bargaining unit work when bargaining unit employees are not readily available.
- t. The hiring, appointment and promotion of employees.
- u. The demotion, suspension, discipline or discharge of employees for just cause.
- v. The layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; the making, amendment and enforcement of such rules, regulations, operating and administrative procedures from time to time, as the employer deems necessary; provided, however, that no specific provision of this agreement is violated.

ARTICLE 3
EMPLOYEE RIGHTS

- 3.1 Employees have and shall be protected in the exercise of the right; freely and without fear of penalty or reprisal, to join and to assist, the Union.
- 3.2 The Union members shall be permitted to have access to the premises of the employer

for the performance of official union business, holding union meetings, investigating union grievances and arbitrations. Such business may only be conducted after permission is granted by the Fire Chief or Town Administrator and provided such discussion does not interfere with department operations. Such permission will not be unreasonably withheld.

- 3.3 This does not preclude union members having informal discussions related to working conditions and union affairs, provided that it does not interfere with the performance of their duties.
- 3.4 The Town will provide space in the department for the union for a bulletin board.
- 3.5 Full-time fire fighter and part-time fire fighters shall be members of the collective bargaining unit.
- 3.6 The Town shall provide one (1) year notice prior to contracting out or privatizing any services currently provided by members of the Collective Bargaining Unit.

ARTICLE 4 **NO STRIKE**

- 4.1 It is understood and agreed that the services performed by the Fire Department employees are essential to the public health, safety and welfare. No firefighter or employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- 4.2 The Union agrees that neither the Union nor any of its officers, agents or members nor any firefighter or employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike or other withholding of services, including so-called work-to- rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.
- 4.3 The Union agrees further that should any firefighter or employee or group of firefighters or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such firefighter or employee or group of firefighters or group of employees to terminate such job action.
- 4.4 Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town against a firefighter or employee and such other action that the Town may deem appropriate.
- 4.5 The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

ARTICLE 5
EQUAL OPPORTUNITY AND NON-DISCRIMINATION

- 5.1 The provisions of this Agreement shall apply to all employees within this bargaining unit regardless of age, race, sex, color, national origin, religion, sexual orientation, gender identification, or membership or non-membership in the union. This principle shall be applicable in all phases of personnel administration and shall be binding on both the Town and the Union.

ARTICLE 6
UNION ACTIVITIES

6.1 Use of Facilities

No Union business will be conducted during regular work hours.

The Union shall have the right to use meeting rooms within the Fire Department in accordance with Fire Department policy and subject to prior scheduling.

The Town shall provide space for a bulletin board (size 20" X 30") in each fire station for Union notices. The Union will not post notices of libelous or profane nature and shall be limited to bona fide Union activities. The Union shall not post notices at any Town location other than the approved bulletin boards.

6.2 Union Activities

The Town recognizes the right of the Union to designate Stewards from the Union. The authority of the Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. The transmission of such messages and information which shall have originated with, and are authorized by the Union or its officers.

The Stewards shall be allowed to perform these union duties and activities during work hours.

- 6.3 The Town agrees to deduct Union dues and assessments from the earned wages of each firefighter or employee who is a member of the Union and who individually authorizes such deductions in writing.

The Town shall deduct from the pay of firefighters or employees who have authorized such deductions on a monthly basis, and promptly remit the same to the Treasurer of the Union. The Town will continue to deduct dues at a rate in force or until officially notified of a change by the Union Treasurer.

The Chief will notify the Union in writing of the name, address, and rank of each new call firefighter or employee appointed by the Town.

6.4 Agency Fee

During the life of this collective bargaining agreement a firefighter or employee who chooses not to be a member of the Union may, in lieu of union dues, make a payment of a service fee of an amount equal to the cost of negotiations and contract administration, including any costs associated with grievance and arbitration, to the Union commencing on or after the thirtieth (30th) day following the beginning of his employment or the effective date of this Agreement, whichever is the later. Such agency service fee shall be paid in accordance with the provisions of Chapter 150E §12 of the Massachusetts General Laws. This rate shall be 85% of the Union Dues.

This section shall not apply to any firefighter or employee who has authorized the Town to deduct Union dues under Section 6.3 of this Article.

No action by the Town shall be considered against any firefighter or employee for failure to meet his agency service fee obligations unless and until the Union certifies in writing to the Town that said firefighter or employee has not met the obligations imposed by this Article, including an affidavit of the Union's Treasurer or other designated Union official that the amount of such agency service fee has been determined in accordance with the requirements of Chicago Teachers Union Local #1 AFL-CIO v. Hudson (106 S. CT. 1066).

6.5 Indemnification

The Union agrees to indemnify and save the Town harmless against any and all claims, suits, or other forms of liability arising out of the application of this Article.

ARTICLE 7 WAGES

7.1 It is understood and agreed that no expenditure or compensation will be paid to employees in accordance with this Agreement unless and until the requirements and procedures required by law and the provisions of the Town Charter are satisfied. Any employee who has not reached the maximum step as of the effective date of this contract shall advance from one step to the next highest step in any position classification effective on the first day of the pay period following the anniversary date of employment in continuous employment in the same position classification.

7.2 Employees shall be paid in accordance with the Wage schedules set forth in Schedule A attached.

Effective and	
Retroactive to July 1, 2021:	4.00%
Effective July 1, 2022:	2.00%
Effective July 1, 2023	1.25%

7.3 All new Full-Time employees shall be hired at the minimum of the hiring rate. Nothing shall prohibit the Town from hiring a new employee at a rate higher than the hiring rate, and the Town will have exclusive authority to make this determination.

- 7.4 When the Lieutenant of Fire Inspections is called in to work after the end of his/her regularly scheduled work day, specifically to perform inspection services, he/she will be paid an addition \$1.00 per hour, for the time worked for said purpose. When an employee, other than the Lieutenant of Fire Inspections, that has been delegated inspection authority by the fire chief, is assigned working hours specifically to perform inspection services, that employee will receive \$1.50 per hour in addition to his/her normal rate of pay. If the employee is subject to an overtime premium, the \$1.50 will be paid in addition to the overtime premium.
- 7.5 Generally, any existing full-time employee promoted from within the department to a higher pay classification shall be promoted within the same column for years of experience (e.g. an employee with four years of experience that is promoted will remain in the same column for four years of experience).
- 7.6 Any existing part-time employee promoted to another part-time position of a higher pay classification shall be promoted within the same column for years of experience. Any existing part-time employee promoted to a full-time position shall be placed in the column equal to or greater to the amount of their current pay.
- 7.7 To be eligible to receive the Paramedic rate of pay, an employee must meet the following criteria:
- a. A current copy of the employee's State of Massachusetts (or NREMTP) Paramedic certification must be on file with the Fire Chiefs office.
 - b. The employee must be a Paramedic in good standing with Harrington Hospital requirements and must have a current medical control authorization in effect.
 - c. An employee who does not meet any of the foregoing criteria will not receive the Paramedic rate of pay unless and until each requirement is met.
- 7.8 To be eligible to receive the EMT rate of pay, an employee must meet the following criteria:
- a. A current copy of the employee's State of Massachusetts (or NREMTP) EMT certification must be on file with the Fire Chiefs office.
 - b. The employee must be an EMT in good standing with Harrington Hospital requirements and must have a current medical control authorization in effect.
 - c. An employee who does not meet any of the foregoing criteria will not receive the EMT rate of pay unless and until each requirement is met.
- 7.9 Nothing herein shall prevent the Town and employee from agreeing upon making a promotional offer at a higher or lower rate by one step based upon total experience.
- 7.10 All employees covered by this Agreement shall be paid on a bi-weekly basis. Should the beginning of any fiscal year fall within the first two week pay period of said fiscal year, the payroll will be prorated accordingly. All employees covered by this Agreement shall utilize direct deposit for all wages.

ARTICLE 8
SENIORITY

- 8.1 Seniority is the length of continuous, uninterrupted service of each employee, calculated from the first day actually worked for the Fire Department as a full-time firefighter, or, as a part-time firefighter, respectively.
- 8.2 An employee's seniority will not be interrupted by time not worked due to authorized leave as outlined in this Agreement.
- 8.3 For the purpose of this Agreement, there shall be two (2) seniority lists, one for all full-time firefighters and one for all part-time permanent firefighters. Should a part-time firefighter be appointed as a full-time firefighter they shall be placed at the bottom of the full-time firefighter seniority list in Section 8.1.
- 8.4 Seniority shall determine firefighter's responsibility whenever firefighters of equal rank are working without direct supervision.
- 8.5 All Full-Time employees shall bid for their shifts once every six months. Shifts will be bid in order of seniority and Bids will be posted in May for a July 1 start and in November for a January 1 start.

ARTICLE 9
OVERTIME PAY

- 9.1 Whenever an employee works in excess of his work week or work shift, he/she shall be paid for such overtime at the rate of one and one-half (1 ½) times his/her straight-time hourly rate computed to the next quarter hour. Employees returning to their stations from the scene of a fire or other emergency after the normal termination of their shifts shall be compensated to the next quarter hour after they arrive at the station and required duties are completed.
- 9.2 For purposes of computing overtime, military reserve, and bereavement leave shall not be included. The calendar work week shall begin on Monday at 7:00 a.m.

ARTICLE 10
DISTRIBUTION OF OVERTIME / SHIFT WORK

- 10.1 Insofar as practical in the assignment of overtime /shift work, the Department shall maintain a list of employees and offer such opportunities on an equal opportunity basis. A current copy of the list shall be posted on the bulletin board in the Staff Office. Each employee, based on qualifications, shall be afforded an equal number of opportunities to work overtime/ shift work with no obligation on the part of the Town to equalize the actual additional hours worked.

The list shall be divided into two (2) sections – Full-Time employees shall be in the top section of the list, and Part-Time/Call employees shall be in the bottom section.

Such opportunities shall be distributed based on the classification of employee which creates the vacancy – full time for full time, part time for part time. The list shall be

maintained in a rotational type of order, listing the employee with the least amount of hours at the top, and the employee with the most amount hours at the bottom.

Depending upon the classification of employee which creates the vacancy, the employees shall be offered the opportunity to work starting with the employee who has the least amount of hours in their respective section.

Example: A full time employee creates a vacancy. The full time employees are offered the opportunity first, based upon their placement on the list, starting with the employee who has the least amount of hours. If no full time employee accepts the opportunity, then the part-time/call list shall be used to fill the vacancy. Once both sections have been called and the vacancy still exists, then the Mandatory Recall / Overtime Procedure shall be implemented. (See Article 10.3).

EXCEPTION: If the vacancy requires the need for a Paramedic, only Paramedics shall be called, beginning with the full time paramedics. If no full time paramedic accepts, then the part-time/call paramedics will be offered the vacancy. If neither list results in a paramedic accepting the vacancy, then the Mandatory Recall / Overtime Procedure shall be implemented. (See Article 10.3)

The use of this list is exclusive to maintaining minimum staffing. Vacancies which do not place the staffing below minimum requirements / qualifications are not filled.

10.2 ADDITIONAL WORK OPPORTUNITIES

A second list shall be used to fill vacancies for all activities other than those related to shift work. Additional work opportunities are defined as either Special Events, or Details. This list shall contain the names of all employees, based solely upon seniority, and shall also be maintained in a rotational order, starting at the top with the employee who has the least amount of hours. Once again, if such additional work opportunities require the need for a Paramedic, then only Paramedics shall be called, regardless of their placement on this list.

GENERAL INFORMATION

The following information applies to both sections of this Article:

- a. Each list shall be created by using the employee's seniority, beginning with the employee who has the most seniority. Each list shall reset on July 1st of each calendar year. In the event a new employee is hired during the year, they will be added to the appropriate list(s) and be placed using an average of the hours that have been awarded for that specific list.
- b. If an employee is offered an opportunity to work and declines, the number of hours offered shall be added to that employee's total. Employees who are already on duty, or are on an already approved leave shall not be charged.
- c. Once the opportunity has been accepted, the appropriate list shall be updated, listing the hours taken, the reason for the opportunity, and the employee that accepted the opportunity.

- d. The Scheduling Officer or the Shift Officer shall be responsible for accurately maintaining both lists in the event changes are made during their respective shift.
- e. If in the event the need to implement the Mandatory Recall / Overtime should occur, those hours shall not be added to either of these lists.

10.3 Both the Union and the Town recognize the necessity of proper staffing of the station and both parties will endeavor to make every effort to avoid implementing the mandatory overtime / recall program unless absolutely necessary. The Town shall make all reasonable attempts to fill a vacancy or vacancies in the station utilizing the normal overtime procedures. All efforts, including the use of qualified part-time personnel shall be used to avoid having to implement mandatory recall / overtime. It is understood that part-time personnel are not subject to mandatory recall, and that their participation in filling shift vacancies is strictly voluntary. Part-time personnel shall not receive overtime pay, unless their work hours exceed 48 during that particular pay period. If the vacancy or vacancies are not filled by through the normal overtime procedure, the Town shall have the right to utilize the mandatory recall / overtime procedure set forth in this section. The procedures set forth herein are used only to maintain minimum staffing. It is expected that all full time employees will endeavor to limit the need to implement this program.

The following steps outline the procedure which shall be referred to as the Mandatory Recall / Overtime program:

- a. When a vacancy occurs which places on-duty staffing below the minimum required level cannot be filled through the regular overtime procedure (see Article 10), full time employees shall be required to fill the vacancy.
- b. A list containing the names of all full time employees, beginning with the employee that has the LEAST amount of seniority shall be created. This list shall run in perpetuity, and shall not be subject to annual reset.
- c. The employee at the top of this list shall be contacted and advised that he/she is being ordered to report for duty. This could require a full time employee to work in excess of 24 continuous shift hours. At no time shall a full time employee be required to work in excess of 48 hours, unless mutually agreed upon, and with the consent of the Fire Chief.
- d. After a full-time employee has been required to work a mandatory recall / overtime shift, he/she shall be placed at the bottom of the mandatory recall call list. It is the expectation of this procedure to distribute mandatory recall / overtime equally, and that a full-time employee will not be required to work another mandatory recall shift until all other full time employees have been subjected to this program. EXCEPTION: The need to fill a vacancy created by a Paramedic.
- e. All mandatory recall hours worked will not affect the employees position on the either the Shift Vacancies or the Additional Work Opportunities list.
- f. Employees who are on an approved leave (vacation, etc.) shall not be subject to mandatory recall / overtime.

- 10.4 The Lieutenant of Fire Inspections shall be eligible to work details and work overtime as a member of the duty crew in addition to his/her 48-hour work week.

ARTICLE 11
CALL-IN/CALL-BACK PAY

- 11.1 Employees called back to work after completing a work shift, or called in to work on a scheduled day off, will be paid for all hours worked, but will be guaranteed a minimum of two (2) hours between 6:00AM to 9:59 PM and four (4) hours between 10:00 PM and 5:59 AM for the call-in period. A call back between 6:00 AM and 10:00 PM that exceeds two (2) hours but is less than four (4) hours will be a minimum of four (4) hours. Extensions of the work shift or early start of a shift will not be subject to the guaranteed minimum.
- 11.2 Management shall have the right to "stand down" employees responding for station coverage when the number of personnel required has been met. This right shall include, but not be limited to, those times when an OIC has specified the number of personnel required for callback and when the OIC has failed to specify the number of personnel needed and the actual number of personnel responding exceeds the number of personnel required.

ARTICLE 12
WORK WEEK AND HOURS

- 12.1 Work schedules showing a change in the employees shift, work days and hours shall be posted in a conspicuous place, 14 calendar days prior to implementation.
- 12.2 The full-time fire-fighters will work a schedule that shall consist of 24 hours on and 48 hours off with an additional day off (Kelly Day) within each twenty-one (21) day cycle.
- 12.3 The Lieutenant of Fire Inspections will work a schedule that shall consist of 48 hours per week. The fire chief shall determine the actual work schedule in compliance with this section and section 12.1.

ARTICLE 13
VACANCIES

- 13.1 When the employer decides to fill a vacancy which is covered by this contract, the employer agrees to post a notice of the vacancy on the bulletin boards at the Town Hall, the Town Website, and on cable television and by notification in writing to the local media in a conspicuous place for a minimum of five (5) consecutive working days prior to filling such a vacancy, consistent with the Town Charter. The Town reserves the right to determine the qualifications of the applicants including such factors required to satisfactorily perform the duties involved. Appointments shall be made to the most qualified applicant.
- 13.2 The Town agrees that all available promotions will be posted as soon as possible. The Fire Chief will publish the minimum qualifications for each rank. All qualified employees within the department will be allowed to take the qualifying oral and written examinations along with such other qualified applicants as the Fire Chief deems appropriate. All promotions will be based on standards and merit established by the Fire Chief and the final decision as to selection and promotion shall rest with the Town Administrator and Board of Selectmen and shall not be subject to grievance. In cases where all qualifications

are judged to be equal, department employees will receive preference.

- 13.3 All newly hired employees shall serve a one-year probationary period. At the end of the first six months, a six-month progress review in which any items of concern and a corrective action plan will be discussed with the probationary employee. During the next six months, a monthly status review will be held with the employee and a written memorandum will be forwarded to the employee and Town Administrator. At the end of one year of employment, the employee's performance shall be evaluated and a determination made whether the employee has completed the one-year probationary period successfully. Employees not meeting expectations may be terminated at the time the six-month evaluation is completed or at any time during the twelve-month probationary period.

ARTICLE 14
VACATION LEAVE

- 14.1 All full-time fire fighters shall be granted vacation pay on the following terms:
- 14.2 Vacation allowances shall be based on the employee's anniversary date; shall be used during the anniversary year in which they are due and shall not accumulate from year to year. Vacation time shall be based on hours of accumulation, as defined below. Vacation time shall be used in 12 or 24 hour blocks only, unless otherwise authorized by the Fire Chief. The Fire Chief shall have the authority to approve or deny vacations with consideration of Town needs and seniority.

Vacations will be bid twice yearly by seniority, December 1 to December 14 and June 1 to June 14. After the selection process, all other vacations will be considered on a first come, first served basis and will be filled if the force list will not have to be utilized.

Unless there has been a State of Emergency declared, once an employee's approved vacation will not be rescinded if that employee's shift is unable to be filled.

A member does not need to select a date for every vacation day they may be entitled to, however, once the priority process is completed, vacation requests will then be done on a first come, first served basis, based on staffing availability.

Should a priority vacation slot become available due to a member cancelling their request, or due to separation, retirement, etc. the Fire Chief shall announce that a vacancy has occurred, and that requests for those dates can be submitted, which will be considered based upon seniority.

<u>Years of Service</u>	<u>Vacation Hours Earned</u>
1	96
5	144
10	192
15	204
20 plus	240

- 14.3 After 6 months of employment, the employee shall be eligible to utilize 48 hours.

- 14.4 Vacation with pay shall not be granted to part-time or temporary employees. Employees eligible for vacation leave whose services are terminated by retirement, resignation, entrance into the Armed Services or by dismissal through no delinquency of their own, shall be paid for all accrued vacation leave credited to them.

ARTICLE 15
HOLIDAYS

- 15.1 The following legal holidays as included in the official town calendar shall be observed by the Town of Sturbridge:

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

- 15.2 Full time employees in a full pay status shall receive twelve (12) hours of pay for each recognized holiday at the regular rate of pay.
- 15.3 In order to qualify for holiday pay, a full time employee must work their last regularly scheduled shift prior to and the next regularly scheduled shift following such a holiday, unless leave was authorized on such day(s).

ARTICLE 16
SICK LEAVE

- 16.1 Full time employees shall receive full pay for absence due to personal illness, upon approval of the Fire Chief. Employees shall receive 120 hours of sick leave per year, accruing at a rate of ten (10) hours each month in the employee's first year of employment. Each year thereafter, the employee will receive 120 hours of sick leave annually on the employee's anniversary date. The Town reserves the right to request medical proof of illness when the Fire Chief deems it necessary. In such cases the choice and payment of physician for such examination falls to the Town, unless the employee has been out of work for three (3) consecutive shifts. If an employee is out of work for an extended period of time (defined as more than three (3) consecutive shifts), before returning from such sick leave, or during such leave, the employee at the discretion of the Town may be required to have a physical examination, at the expense of the Town, by a doctor designated by the Town to determine the employee's capacity to perform assigned work. Unused sick time may be accumulated from year to year, without any limitations, except as identified in Section 16.2, paragraph B.
- a. The Town reserves the right to promulgate such rules and regulations deemed necessary to administer the provisions of the sick leave allowance. Employees will earn sick leave while on sick leave. Any time involved being examined by an MD at the Town's request will not be deducted from employee's wage.
- b. No employee shall engage in any outside employment, trade or occupation while on sick leave status.

- c. Employees shall not accrue sick leave for any period during which they are on layoff or other leaves of absence without pay.
 - d. Notice must be given to the Fire Chief or representative prior to the start of the regular shift. Notification shall be given for each work day that paid sick leave is requested unless a doctor's certificate is provided.
- 16.2 Sick Leave Buy-Back - At the time of the retirement or death of an employee, the Town shall pay the employee for unused sick leave under the following conditions:
- a. An employee must have a minimum of ten (10) years of continuous full time employment with the town at the time of retirement or death;
 - b. Payment shall be at the rate of \$25 per day up to a maximum of 100 days or \$2,500. For the purpose of computing the buy-back amounts in this section only, sick leave shall accrue to these maximum amounts.
- 16.3 Part-time fire fighters shall not be eligible for sick leave benefits.

ARTICLE 17
BEREAVEMENT LEAVE

- 17.1 The Chief may, when so requested by a full-time employee in writing, grant a leave of absence not to exceed three (3) shifts without loss of pay to enable such employee to attend the mourning and funeral of a member of his/her immediate family. A 24-hour tour is considered one shift. To be eligible for this benefit, the employee must be scheduled to work on the days that bereavement leave is necessary. Should the loss of a family member occur during the employees scheduled shift, the remainder of the shift, in addition to the two (2) consecutive shifts shall be authorized for bereavement leave benefits.
- 17.2 For the purpose of this Article, the immediate family shall be restricted exclusively to the following relatives of the employee; spouse, parents, parents of spouse, children, brother, sister, grandparents, grandchildren or any other person permanently residing with the employee.
- 17.3 Employees shall be granted sufficient time to attend services for fellow employees if said services fall on a work day.
- 17.4 If under extenuating circumstances additional leave is required, the Town Administrator may grant additional day(s) off without pay. This grant would be done on a case by case basis and without prejudice or precedent to future requests.
- 17.5 Part-time fire fighters shall not be eligible for bereavement leave.

ARTICLE 18
MILITARY LEAVE

- 18.1 Full-time fire fighters who are members of the National Guard or any component of the United States Reserves, shall be paid the difference between his regular pay and his

serviceman's pay including living and travel expenses for training or emergency duty, not to exceed fourteen days in any one year. The employee must present to the Fire Chief an authenticated copy of the military orders and pay vouchers issued too him showing the dates on which the military duty was performed and amount paid. Lacking such substantiation shall be reason to deny payment of salary during such absence.

- 18.2 The employee must give at least two (2) weeks written notice of such duty to the Fire Chief or his designee.
- 18.3 Part-time fire fighters shall not be eligible for military leave.

ARTICLE 19 **COURT TIME AND JURY DUTY**

- 19.1 Full-time fire fighters employed by the Town who serves as a grand or traverse juror in a federal court or in the courts of the Commonwealth shall receive from the Town, the difference between his salary and the compensation he received for such jury service exclusive of any travel or other allowances. Proof of jury duty service must be provided to the fire chief.
- 19.2 Part-time fire fighters shall not be eligible for jury duty compensation.
- 19.3 When a firefighter is required to appear in court as part of their duties on their day off, while on vacation, or during times other than their scheduled shift, they shall be paid for a minimum of four (4) hours, or actual time spent, at their regular rate or at time and one-half (1 1/2) where applicable.

ARTICLE 20 **INJURED ON DUTY (IOD) AND PAY**

- 20.1 Injured on Duty Leave
- a. I.O.D. Paid Leave – A fire fighter who sustains an injury in the performance of his duty without fault of his own, where the nature or extent of the injury is such that it totally incapacitates the fire fighter and renders him unfit for duty, shall be granted Injured on Duty Leave and shall receive one hundred percent (100%) of his normal pay for the period of such incapacity.
- b. Circumstances where I.O.D. Leave not allowed - No fire fighter shall be entitled to any pay under this article for any period of disability resulting in whole or in part from any of the following:
- 1) Injuries sustained while engaged in, or resulting from, or arising out of, the knowing violation of any lawful rule or regulation of the Fire Department other than a trivial violation.
 - 2) Self-inflicted injuries other than accidental.
 - 3) Injuries sustained while engaged in, or resulting from, or arising out of, the commission by such person of a felony or of a misdemeanor involving moral turpitude.

- 4) The voluntary use of intoxicating liquor, drugs or narcotics.

20.2 Procedures for Initial Placement on I.O.D. Leave Status - The following procedure shall be followed in regard to I.O.D. Leave for fire fighters in the Sturbridge Fire Department:

- a. Notice - Any fire fighter injured in the line of duty shall immediately notify the shift supervisor or Fire Chief.
- b. Employee's and Supervisor's Report - The employee shall complete the employee's report of accident form immediately following the end of the employee's shift. This report shall be on a form provided by the department and shall include all facts surrounding the incident, including the time, date, location, nature of the injury, names and addresses of witnesses, any first aid or medical treatment received and the identity of the person who administered such aid or treatment, and all other relevant circumstances. This report shall be submitted as soon as possible, but in no case more than two (2) days or as soon as practical, following the close of the employee's shift or relief from duty, to the Fire Chief, who shall in turn submit the report to the Town Administrator as soon as possible, together with the supervisor's report, which shall include witnesses' statements.
- c. Doctor's Report - The fire fighter claiming I.O.D. status shall have a doctor's report substantiating the injury and setting forth the medical, factual nature of same, as opposed to mere conclusions, submitted to the Fire Chief no more than two (2) days or as soon as practical after the injury has been sustained, to include, but not necessarily be limited to:
 - 1) History of the injury
 - 2) Results of physical examinations
 - 3) Doctor's diagnosis
 - 4) Treatment rendered and recommended by the doctor
 - 5) Doctor's opinion with respect to disability
 - 6) Prognosis
- d. Chief's recommendation - The Fire Chief shall submit the results of the foregoing investigation and his recommendation to the Town Administrator as to whether or not a fire fighter should be granted I.O.D. status.
- e. Town Administrator's review - The Town Administrator shall review the claim and consider the doctor's report, and may further investigate the claim, prior to acting on the request for leave.
- f. Review and examination by physician(s) designated by the Town Administrator - In the course of or in addition to the foregoing investigation, the Town Administrator shall, in his/her discretion have the right to require a review of the claim and a physical examination by a doctor or doctors designated by the Town prior to granting or denying any request for such leave, and the fire fighter shall make available to the Town or the doctor(s) so designated copies of all relevant medical records.
- g. Situations where no sick leave is available - If a fire fighter has claimed I.O.D. status and has no sick leave time available the procedures set forth herein shall be completed as soon as possible.

20.3 Partial disability and limited service

a. Partial disability - No I.O.D. paid leave shall be granted or continued for any period of time after:

- 1) A physician designated by the Town determines that the fire fighter is capable of performing limited departmental duties on either a full-time or less than full-time basis and specifies the nature of such duties.
- 2) The Fire Chief determines that a position is available - the duties of which the fire fighter is capable of performing and assigns the employee to fill the position. A fire fighter who fails to perform the prescribed duties within the range of the "limited duty tasks" set forth below after the determinations described in subparagraphs (1) and (2) immediately above have been made shall neither receive nor continue to receive paid I.O.D. leave. Assignments to limited duty tasks may be changed or terminated at the sole discretion of the Fire Chief, subject to the physician's determination set forth above.

b. Limited duty tasks - The following list of job duties and functions include the types of work to which limited duty assignments will be made:

- 1) Clerical work normally performed by a fire fighter;
- 2) Telephone duty;
- 3) Dispatching;
- 4) Typing normally performed by a fire fighter;
- 5) Filing normally performed by a fire fighter;
- 6) Citizen assistance normally performed by a fire fighter;
- 7) Inspection services;
- 8) Court duty;

or any similar limited or light duty task that may arise, provided it is normally performed by a fire fighter.

20.4 Retirement, Pension or Recovery - No leave shall be granted under this article for any period after a fire fighter has been retired or pensioned in accordance with law or for any period after a physician, designated by the Board of Selectmen, determines that the fire fighter is no longer incapacitated for duty by an injury described then the neutral doctor examination provisions of Article 21.5(B) shall apply.

20.5 Determination of continuing disability and corrective action or treatment:

a. Determination of continuing disability - Once a fire fighter has qualified for I.O.D. leave in accordance with the requirements above, the employee as a precondition to continued paid leave, shall make himself/herself available at reasonable times and places designated by the Town for physical examinations by a physician or physicians designated by the Town to determine the nature and extent, if any, of the employee's continuing disability. The employee shall also, as a precondition to the continuance of such leave, be required on an ongoing basis to provide the Town copies of complete records of treatment by the employee's attending physician. Failure to appear for an exam, absent a showing of good cause, shall result in termination of benefits.

b. Corrective action or treatment - An employee, as a precondition to continued paid leave under this article, shall be required to submit to reasonable corrective action

or treatment recommended by a physician or physicians designated by the Town, provided that in the event that the employee's physician and the physician designated by the Town disagree on the recommended corrective action or treatment, the Town Administrator shall arrange for an examination of the fire fighter by a physician selected by joint selectmen by the Town's doctor and employee's doctor as to whether or not the incapacity continues to exist to the extent that it prevents the employee from performing his firefighting duties. In appropriate cases the physician selected shall have the authority to designate a specialist with particular medical expertise to act in his stead. The physician's, or where appropriate the specialist's determination shall be binding on both the Town and the employee, provided that such a determination shall not in any way bar the Town from seeking a new determination as to continued incapacity within a reasonable time, but no sooner than two weeks following any determination made under the foregoing procedure. Pending receipt of the neutral physician's determination, the employee shall continue to be granted paid leave pursuant to § 21.1 A above, so long as not inconsistent with any of the other provisions of this article (i.e., limited duty obligations).

20.6 Miscellaneous I.O.D. matters.

- a. Insurance proceeds - any proceeds from insurance policies secured by the Town to cover its obligations under this article shall be payable to the Town.
- b. Details - No fire fighter shall be permitted to work outside duty details while on I.O.D. leave.
- c. Recurring disability - Once a fire fighter has returned to duty, if the employee experiences recurring disability caused by previous injuries, sustained during the performance of his/her official duties, all of the procedures set forth above with regard to I.O.D. leave shall apply to such periods of disability.
- d. Priority of contract provisions - In the event of a conflict between the provisions of this article and any other article of this collective bargaining agreement, the provisions of this article shall prevail.
- e. Outside earnings set-off - Any taxable income received for work actually performed by a fire fighter (from any source other than the Town), except for unearned income attributable to something other than labor, during a period when the fire fighter is on I.O.D. leave pursuant to this article, shall be set off against any pay to which the employee is entitled pursuant to this article, any payment under this article shall be reduced accordingly. It shall be the employee's obligation, as a condition of his employment, to report all such taxable income, in writing to the Fire Chief within seven (7) days of the employee's receipt of such income. Failure to report any such income in accordance with this section shall constitute grounds for immediate dismissal.

20.7 MGL C. 41, §111F - Insofar as MGL C. 41, §111F, is not inconsistent with the provisions of this article, that statute shall continue to control the rights and liabilities of the Town, employees, and third parties involving situations where an employee sustains an injury or injuries in the course of his employment. To the extent that this article is inconsistent with MGL C.41, §111F, this article shall control.

20.8 Miscellaneous

- a. Limited duty shall not in any way bar a firefighter from filing for permanent disability retirement.

ARTICLE 21
INJURED ON DUTY (CALL FIREFIGHTERS)

- 21.1 The part-time firefighters shall be compensated in accordance with MGL Ch. 32, §85H and MGL Ch. 41, §111F. The Town agrees to maintain an income protection insurance policy equal to the current policy for all part-time firefighters as long as this policy is reasonably available. The Town will contact the Union before any changes are made to the policy.

ARTICLE 22
LEAVE OF ABSENCE FOR EXTENDED ILLNESS
(FMLA)

- 22.1 Family and Medical Leave Act applies to any employee who has been on the Town of Sturbridge's payroll for at least twelve (12) months (which need not have been worked consecutively) and has worked at least 1,250 hours (approximately 25 hours per week) during the twelve (12) month period immediately prior to the beginning of the leave.
- 22.2 Under the FMLA, the Town of Sturbridge will allow an eligible employee a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for any qualified purpose as enumerated within the current FMLA statutes at the time of the employee's request for FMLA benefit time.
- 22.3 The Town of Sturbridge will maintain coverage for the employee under any group health plan for the duration of the leave. The coverage provided will be at the same level and under the same conditions that would have been provided if the employee had not taken the leave. The Town will require that a written request, relating to a serious medical condition, experienced by the son, daughter, spouse or parent of the employee, be supported by certification, issued by the attending physician. The certification will include the following:
 - a. The date on which the serious health condition began.
 - b. The probable duration of the condition.
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition.
 - d. Inability to perform the essential functions of his/her position.
- 22.4 In addition, in order to support the employee's ability to return to work, the Town will require that the employee provide medical certification from their physician showing that they are able or unable to resume their usual work load, highlighting any essential job function for which the Town may need to make reasonable accommodation.
- 22.5 If the leave is due to a serious health condition, the employee may take the leave intermittently, or on a reduced leave schedule when medically necessary. This option

would reduce the usual number of hours per work week, or hours per work day of the employee, if medically necessary.

- 22.6 The Town and Union agree to implement the provisions of the FMLA as approved at the time as a request for FMLA leave is submitted to the Town.

ARTICLE 23
LAYOFFS

- 23.1 In the event of a layoff, employees shall be laid off in the reverse order of seniority and shall be returned to work in the order of seniority, provided the individual is physically fit to perform the duties they were performing before the layoff. Recall rights cease and seniority is terminated when an employee:
- a. Refuses recall;
 - b. Fails to report to work within three (3) calendar days after notice by the Fire Chief to return to work is received.
 - c. Has been laid off for longer than twenty-four months
- 23.2 If layoffs should occur, employees who held prior continuous full-time positions shall be afforded the opportunity to bump back to the former positions (i.e. captain to fire fighter). The employee shall stay in this position without any loss of seniority or benefits until recall of their permanent positions.
- 23.3 Wages to be received by the employee in the bump-back position shall be on the appropriate pay scale for that position and pay shall be calculated on the years the employee held in that position (i.e. one year in the position - employee will be compensated at the one-year level and increase appropriately).

ARTICLE 24
HEALTH PLAN COVERAGE

- 24.1 The Town agrees to pay a minimum of one-half (50%) percent on the health insurance coverage for full-time fire fighters. The levels of benefits provided shall be determined by the Town, through the Board of Selectmen. In the event the Town enters into an agreement to raise the Town proportion of cost or coverage of the health coverage plan, the eligible employees of the Union shall be included in such revised plan.
- 24.2 Part-time fire fighters shall not be eligible for health insurance coverage.

ARTICLE 25
CLOTHING ALLOWANCE

- 25.1 Upon hire, the Town will provide new firefighters with two (2) sets of clothing (t-shirts, polos, pants, Class B button down) and one ruben, one jacket and one pair of boots.
- 25.2 The Town shall provide an annual clothing allowance to each full-time fire fighter in the amount of \$800 commencing with the start of each new fiscal year. This allowance shall be for purchasing the necessary uniforms and equipment as determined by the Fire Chief and for the cleaning of said uniforms.

- 25.3 The Town shall provide a clothing allowance of \$300 to each part-time fire fighter that worked a minimum of 200 scheduled, non-training hours in the previous fiscal year. Such payment will be made commencing with the start of each new fiscal year.
- 25.4 The fire fighter will not receive the allowance in "cash" but will be reimbursed after approval from the Fire Chief for the expense. The Fire Chief may provide for other payment arrangements.
- 25.5 The Town will pay for and provide for the cleaning or replacement of any soiled uniform. Any item of personal clothing damaged while on duty will be replaced, within reason, by the Town in a timely manner.
- 25.6 If there is any change in uniforms, or appearance standards, requiring new items to be purchased, this change will only happen at the time a new clothing allowance is available for the fiscal year, or the Town agrees to cover any additional costs.

ARTICLE 26 TUITION REIMBURSEMENT

- 26.1 The Town encourages employees to seek additional education and training in their chosen field. The Town will reimburse regular full-time fire fighters seventy-five percent (75%) of tuition costs, for successful completion of job related courses from an accredited college up to a maximum of \$2,500 per fiscal year.
- 26.2 Personnel wishing to apply for the tuition reimbursement shall notify the chief in writing prior to July 1 for fall semester or Dec 1 for Spring semester. A financial bill will be supplied outlining the cost of the semester, when available.
- 26.3 There are four (4) reimbursement positions available each fiscal year. If the number of personnel apply exceeds four (4), selection will be by seniority based, beginning with the most senior person and continuing down the seniority list. If selected, any funding not used in the Fall Semester can be applied to the Spring Semester.
- 26.4 An employee who is eligible for the above mentioned tuition reimbursement benefit may choose to be by-passed for said benefit without relinquishing his/her position for receiving the same tuition reimbursement benefit the next time funds are appropriated.
- 26.5 If fire fighters desire to enroll in a continuing education course, a request for approval must be submitted in writing to the Fire Chief prior to the start of the course and be approved by the Town Administrator and is subject to appropriation.
- 26.6 Fire fighters will receive reimbursement after submitting proof of payment in the form of a receipt or canceled check, and a copy of a "B" grade or higher. Tuition reimbursement will not apply in cases where you are reimbursed from other sources (i.e. Veteran's educational benefits) unless the other reimbursements are less than the cost of the course. In those cases, the tuition reimbursement program will pay the difference.
- 26.7 Part-time fire fighters shall not be eligible for tuition reimbursement. The Town will pay for fire department related training programs and seminars for the part-time firefighters, as approved by the Fire Chief, subject to available appropriation.
- 26.8 In addition to the basic salary provided for herein, each employee who has completed the following degrees at an accredited college or university in Fire Technology, Fire Administration, Fire Science, Paramedicine, or an Emergency Management degree

shall receive the following wage increments annually:

<u>Degree</u>	<u>Annual Increments</u>
Associate's Degree	\$300.00
Bachelor's Degree	\$500.00
Master's Degree	\$800.00

- 26.9 The above increment shall be paid in a lump sum, less withholding tax, in the first pay period of July each year.

ARTICLE 27 SCHOOL AND TRAINING ATTENDANCE

- 27.1 While an employee covered by this contract is in attendance at a school or a training session required by the Fire Chief, said employee shall receive pay, based on the regular hourly rate or an overtime rate where applicable. Compensation for tolls, and when a personal vehicle is used, mileage will be paid at the rate approved by the Board of Selectmen for all town employees on a per mile basis. Any equipment, clothing or supplies deemed necessary by the instructing authority and agreed to by the Fire Chief will be paid for by the employee and reimbursed by the Town after successful completion of the training, school or academy. The Town shall pay the fee for EMT recertification.
- 27.2 The Fire Chief reserves the right to adjust the work schedule of any employee in order to schedule attendance at a school, training session or academy and to take any other action necessary to schedule any pay for training at straight time rather than overtime rates.
- 27.3 The employee shall be paid three (3) meals at up to \$10.00 per meal for breakfast and Lunch and \$15.00 for dinner during an eight (8) hour period. Receipts shall be required for reimbursement.

ARTICLE 28 PAID DETAILS

- 28.1 The provisions set forth in this Article shall govern the assignment of extra paid details to employees where the detail is paid for by outside persons, groups, organizations or businesses. All extra paid details will require the approval of the Fire Chief.
- 28.2 The assignment of employees to said extra paid details shall be made by the Fire Chief using the same process used to assign overtime shifts. The Fire Chief shall be responsible for keeping a record of all such assignments.
- 28.3 The compensation earned under this Article shall be paid by the Town as soon as practicable after the employee performs the duties. Such compensation shall be paid by the Town from the revolving fund established pursuant to MGL Ch. 44, §53C.
- 28.4 The compensation to be paid employees for extra paid details shall be a flat rate of \$55.00 per each hour worked with a four-hour minimum and shall be charged in four-hour blocks.
- 28.5 The detail rate shall not apply to Town Special Events.

ARTICLE 29 LONGEVITY

29.1 The Town shall provide a longevity bonus as follows for full-time employees:

After 5 years	\$150
After 10 years	\$300
After 15 years	\$450
After 20 years	\$500

29.2 The Town shall also provide a longevity bonus as follows for part-time firefighters that are regularly scheduled to work shifts and work at a minimum of 200 non-training hours per year:

After 5 years	\$100
After 10 years	\$200
After 15 years	\$300

Payment shall be made in the first pay period after the employee's anniversary date for full-time employees or during the last pay period of the fiscal year for part-time employees. For purposes of calculating years of service, for full-time employees it will be the years of service as a full-time employee and for part-time employees it will be the years of service as a part-time employee. Full-time employees that previously worked as part-time employees will not be credited for their part-time service.

**ARTICLE 30
SUPERVISORY COVERAGE**

30.1 Any employee covered by this Agreement who works in a higher rank than his/her regular rank for a period of four (4) hours or more within a regular 12 or 24-hour duty shift, will be paid at a rate of three dollars (\$3.00) above his/her present rank for all hours. The employee who is recognized as serving in this capacity will be the most senior full-time member on duty for that period of time.

30.2 In the event an employee covered by this Agreement has been designated by the Fire Chief to serve in the capacity of Fire Chief, they shall be paid at a rate of three dollars (\$3.00) per hour in addition to their current hourly rate for the period of time that the Fire Chief would normally be considered as on duty. This would most usually be for a period of eight (8) hours per day, Monday through Friday. Additionally, this employee would also be paid an additional one (1) hour of pay at their normal call back rate for any call-back in which the employee is not already being compensated as serving as Fire Chief, and is expected to respond to while serving in the capacity of the Fire Chief.

**ARTICLE 31
PERSONAL DAYS**

31.1 Each full time employee shall receive yearly by anniversary date of employment twenty-four (24) hours of personal time off without loss of pay or benefits. These hours may only be taken in increments of twelve (12) hours, unless otherwise authorized by the Fire Chief.

31.2 Hours off shall be requested in writing to the Fire Chief or his designee at least seven (7) days prior to the work week in which the requested hours are in. The Chief shall use seniority and his discretion in considering the approval of time off.

- 31.3 The Fire Chief may grant time off at any time after the seven (7) day period as long as (a) there are sufficient firefighters in the Chief's judgment already scheduled to work such shift and (b) the granting of the request shall not incur any overtime or cost to the Town. These approvals shall ordinarily be given to the firefighter whose request is received first, provided that the Chief may change the order if in his judgment it is necessary to maintain departmental operations.

ARTICLE 32
SUBSTANCE ABUSE POLICY

32.1 Alcohol and Drug Testing Policy

- a. Purpose and Scope – The purpose of this policy is to ensure a safe, healthful and productive work environment and to protect the health and welfare of the citizens of the Town. This policy outlines the responsibilities of employees and supervisors with regard to alcohol and drug testing of employees. The intent of this policy is to combine disciplinary action with rehabilitation.
- b. Applicability – This policy applies to all employees covered by this agreement.
- c. Definitions – The following words and phrases shall apply to this policy:
 - 1) Controlled Substances – Any drug included in Schedules I through V, as defined by Section 8.02(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of "Controlled Substance" in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids). The term does not include the use of prescribed drugs, which have been legally obtained and are being used for the purpose for which they were prescribed.
 - 2) Illegally-Used Drugs – Any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA, fentanyl), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purposes.
 - 3) Alcohol – Colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
 - 4) Medical Review Officer (MRO) – A licensed physician responsible for receiving laboratory drug testing results that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test relative to the fire fighter's medical history and other relevant biomedical information.

d. Policy Regarding Alcohol and Drug Testing –

- 1) It is the policy of the Town to require pre-employment (drugs only), random, reasonable suspicion and post-accident alcohol drug testing. This policy generally explains the requirements of the regulations and the Town's application of them.
- 2) The performance of duties related to employment with the Town is prohibited by employee's having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test; by employees using alcohol or within four (4) hours after using alcohol; and by employees in the possession of medication containing alcohol unless the package seal is unbroken.
- 3) Use of controlled substances by employees covered by this agreement is prohibited, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their duties. Employee's undergoing prescribed medical treatment with any drug must report the drug used to their supervisor.

e. Procedures:

- 1) Types of Tests - To the extent practicable, all tests will be conducted during the employee's normally scheduled work hours. The following tests are required:
 - a) Pre-Employment (Pre-Use) - All applicants for employment are subject to screening for controlled substances, or candidates for transfer or promotion to such a position (pre-use) are subject to screening for improper use of controlled substances.
 - b) Post-Accident - An accident is defined as an incident involving a motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle being required to be towed from the scene. Tests will be conducted after accidents on employees in Town vehicles, in an accident where a citation for a moving traffic violation was given the employee and for all fatal accidents even if the employee is not cited for a moving traffic violation. Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours after the accident. Employees must refrain from all alcohol use until the test is complete. Post-accident drug tests must be conducted within 32 hours.
 - c) Reasonable Suspicion - Tests will be conducted when a supervisor observes behavior or appearance that is characteristic of alcohol or drug use. If an employee's behavior or appearance suggests alcohol or drug use, a reasonable suspicion test must be conducted. If a test cannot be administered the employee must be removed from duty for at least 24 hours. Other than refusal to submit under Section 2(c) of this agreement, the employee shall be provided paid administrative leave, unless the employee

subsequently tested positive, which would result in the leave being unpaid administrative leave. Testing for alcohol abuse must be based upon reasonable suspicion, which arises just before, during or just after the time when the employee is on duty. Testing for substance abuse may occur at any time upon reasonable suspicion. Reasonable suspicion testing may only be conducted after consultation with the Fire Chief or his/her designee.

- d) Random - Tests will be conducted on a random, unannounced basis just before, during or after being on duty for alcohol, or at any time for drugs. Each year, the number of random alcohol tests conducted by the Town must equal at least 25% of all employees (including CDL testing). Random drug tests conducted by the Town must equal at least 50% of all employees (including CDL testing). The random testing procedure shall be provided by the Massachusetts Interlocal Insurance Association (MIIA) or any testing procedure that is subsequently agreed to by the Town and Local.
- e) Return to Duty and Follow-Up - Tests will be conducted when an employee who has violated the prohibited alcohol or drug standards returns to duty. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. Follow-up testing may be extended for up to thirty-six (36) months following the return to duty.

2) Conducting Tests -

- a) Alcohol - Breath testing using evidential breath testing (EBT) devices will be used. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.04 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.04 or greater, a second, confirmation test must be conducted.

Drugs:

- i) Drug testing is conducted by analyzing an employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements will ensure that the specimen's security, proper identification and integrity are not compromised.
- ii) A split specimen procedure shall be used. Each urine specimen will be subdivided into two (2) bottles labeled primary and split. Both bottles will be sent to the laboratory. Only the primary specimen will be opened and used for the urinalysis. The split specimen will remain sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee will have 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

- iii) All urine specimens will be analyzed for the following drugs:
 Marijuana (THC metabolite) Cocaine
 Amphetamines
 Opiates (including heroin) Phencyclidine (PCP)
- iv) Testing will be conducted using a two-stage process. First a screening test will be performed. If the test is positive for one or more of the drugs, a confirmation test will be performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.
- v) All drug tests will be reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

- b) Refusal to Submit to an Alcohol or Drug Test and the Consequences - Refusal to submit (to an alcohol or controlled substances test) means that an employee (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy, or (3) engages in conduct that clearly obstructs the testing process.

Employees who refuse to submit to an alcohol or drug test or switch or adulterate any blood or urine sample shall not be allowed to perform their duties. Employees who refuse to submit to a test, switch or adulterate a sample, shall be subject to discipline, up to and including discharge.

3) Consequences of Alcohol/Drug Misuse:

- a) Alcohol or Illegally Used Drugs – Any employee that tests positive for alcohol or illegally used drugs shall be subject to disciplinary procedures up to and including termination. However, the first time an employee tests positive for alcohol or illegally used drugs, the employee shall be offered and the employee shall sign a Rehabilitation Agreement (See Appendix A) and the employee shall receive up to five (5) days suspension. Note that refusing to sign the Rehabilitation Agreement under these circumstances

constitutes a separate violation of this policy. Employees who sign the Rehabilitation Agreement and undergo treatment will be assigned administrative duties until such time as they are certified, by the treatment provider, to be recovering at which time the disciplinary action, being held in abeyance will not be served. A record of the original disciplinary action, as well as successful completion of rehabilitation shall remain in the employee's medical personnel file. The employee will also be subject to follow-up drug testing as described in Section (E)(1)(e)

- b) **Controlled Substances** – Employees who receive a verified positive test result for controlled substances will be subject to termination. However, where the employee's only violation is a positive test for controlled substances and it is the employee's first offense, the Town shall offer voluntary submission to the following alternative program:
 - i) Up to a 45-day suspension without pay.
 - ii) Execution of a Rehabilitation Agreement and submission to a treatment and rehabilitation program.
 - iii) Placement in an administrative position until certified by the treatment provider to be recovering.
 - iv) Submission to follow-up testing as described in Section (E)(1)(e).
- c) **Consequences of Violation** – Any violation of this policy shall lead to disciplinary action up to and including termination. The severity of the action chosen will depend on the circumstances of each case.

The Town will utilize progressive discipline excluding the provisions provided for in paragraph (E)(3) (a) & (b) for the second offense. However, a positive test in itself shall not constitute grounds for termination. Upon a third offense the employee shall be terminated. The Fire Chief may, at his discretion, suspend any disciplinary action while an employee is undergoing substance abuse treatment subject to a Rehabilitation Agreement. Refusing to sign a Rehabilitation Agreement shall result in a recommendation of termination.

Failure to adhere to the terms of the rehabilitation agreement shall result in disciplinary action up to and including termination.

- 4) **Information/Training:**
 - a) All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug use. All employees must receive a copy of this policy and sign the Confirmation of Receipt provided by the Town, prior to any testing.
 - b) All supervisory and management personnel in the Fire Department

must attend at least two (2) hours of training on alcohol and drug use symptoms and indicators used in making determinations for reasonable suspicion testing. Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy. Periodic, ongoing training will also occur after implementation of the policy.

- c) This policy will be posted on employee bulletin boards and will be available to all employees.
 - d) Educational information will be made available periodically which will focus on (a) the potentially dangerous effects of alcohol and drug use and abuse on an individual's health, work and personal life; (b) signs/symptoms of an alcohol or drug problem; (c) methods of intervening when an alcohol or drug problem is suspected; (d) the procedures associated with pre- employment drug screening and "reasonable suspicion" testing; (e) the effects on job performance measured in loss of productivity; and (f) the potential safety hazards presented to the individual employee, other employees and the public.
 - e) All recruitment advertising for the Fire Department will include the statement "Drug/Alcohol screening is a condition of employment" at the bottom of the advertisement/posting with the EEO statement.
 - f) All final candidates for employment will be given a copy of this policy, and be given the opportunity to read the policy in its entirety.
- 5) Record Keeping:
- a) The Town will keep detailed records of its alcohol and drug misuse prevention program.
 - b) Employee alcohol and drug testing records are confidential to the extent required by law. Test results and other confidential information may only be released to the employer, the substance abuse professional, the MRO and any factfinder in a proceeding resulting from, or in connection with, the testing program or for an appeal of disciplinary action under these provisions and at the employee's request.
- 6) Pre-Employment References:
- a) The Town must obtain and review the following information from each employer that the prospective employee worked for, in during the previous two (2) years: information about a test in which the employee's blood alcohol was 0.04 or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.
 - b) The prospective employee must provide the former employer with a written release allowing the release of this information or he/she will not be considered for employment.

- c) If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has already consulted with a substance abuse professional, already received recommended treatment, and subsequently tested negative in a return-to-duty test for the former employer.
- d) The Town must provide the same information to subsequent employers of current Town employees when provided with a written release.
- 7) Questions - Questions about this policy should be referred to the employee's supervisor, Fire Chief or the Town Administrator.
- 8) Administration of Policy - The Town Administrator shall administer this policy. The Town Administrator may delegate the responsibility for such administration to the Fire Chief.
- 9) Rules and Regulations - The Town Administrator may adopt administrative rules and regulations in accordance with federal law, to implement this policy.

ARTICLE 33
PERFORMANCE APPRAISAL SYSTEM

- 33.1 Performance appraisal is a process of assessing a person's work performance against a set of pre-determined criteria and discussing that appraisal directly with the person at periodic intervals during the year. It is important that the appraisal focus on the individual's actual performance on the job - what the persons does or does not do and how well it is done - not on personal characteristics or traits.
- 33.2 The appraisal shall take place between May 1 and June 30.
- 33.3 An annual review will be conducted to appraise the employee's overall performance for the full year and to plan for any future professional development needs.
- 33.4 The employee and Fire Chief are to sign and date the appraisal form.
- 33.5 The Fire Chief will monitor the conduct of the performance appraisal process, insuring that the appraisals are done in a timely manner and that appraisers adhere to the system's guidelines.
- 33.6 An employee who feels unjustly appraised may appeal that appraisal to the Fire Chief. The Fire Chief may sustain or modify the appraisal, and this decision will be final and not subject to the grievance and arbitration process.
- 33.7 The performance appraisal system is designed for the following purposes only:
 - a. To encourage high-level performance.

- b. To clarify what is expected of each employee at the beginning of the appraisal process, periodically throughout the process, and at the completion of the process.
 - c. Provide direct, constructive feedback about the employee's performance, identifying strengths and areas needing improvement.
- 33.8 The performance appraisals shall only be used for the above noted purposes and not be used for either discipline or discharge.

ARTICLE 34 UNION ACTIVITIES

- 34.1 The Union and its representatives shall have reasonable access to the employees to post union notices on the bulletin board and discussion of working conditions, provided that it does not interfere with the performance of the duties of the employees and that prior approval for such access is obtained by the Fire Chief or his designated representative.

ARTICLE 35 RULES

- 35.1 While common sense and good judgment dictate what these rules are, there are certain rules that you should be familiar with and observe at all times. Violation of these rules can result in discipline which ranges from verbal reprimand to discharge. The Town reserves the right to determine the level of discipline appropriate to the infraction. These rules include, but are not limited to: punctually observing work hours, following safety rules and other rules of operation, respecting the rights and property of others, accepting pay only for work actually accomplished, honest treatment of time records submitted, respect for town property, and behavior that is appropriate in the work environment.

ARTICLE 36 DISCIPLINARY PROCEDURE

- 36.1 An employee may be represented by the union at an investigatory interview with his or her supervisor when the employee reasonably believes that the interview may lead to a disciplinary action. It is recommended however that a Steward/Business Agent be present at any meeting that could lead to any type of discipline being handed out. At any time during the investigatory interview the member/employee can exercise his/her Weingarten rights for representation. If an employee should wish to waive his/her right to representation said employee shall complete a written waiver of such rights.
- 36.2 If a departure from accepted practice is determined, the Town of Sturbridge has a formal process to identify the behavior at issue and counsel the employee(s) involved. The components of the disciplinary program include:
- a. **Verbal Reprimand** – If the issue is a relatively minor infraction, a one-on-one discussion with your immediate supervisor will occur to identify the issue and reach agreement on timing and the expectations for corrective action. You will be advised that the reprimand will be noted in your personnel record and can be removed from your file after sixty (60) days if the corrective action has occurred. The Fire Chief

shall notify the Town Administrator when a verbal reprimand is given.

- b. **Written Reprimand** – If the initial problem is more serious, the process may begin with a written reprimand that will remain in the file for two (2) years. A written reprimand is also necessary if the agreement reached by the two parties during verbal counseling is not honored and the behavior identified has not changed.

When a written reprimand is issued, a meeting will be held with your supervisor to review the infraction(s) that is the basis for the written reprimand and the timing and corrective action required. You will be asked to sign the reprimand and a copy will be sent to the Town Administrator.

- c. **Suspension or Discharge** – Further violations while a written warning is in effect will result in discipline up to and including suspension without pay or discharge. Suspension or discharge may immediately result without steps 1 or 2 for actions that are serious enough to warrant such action.
- d. Disciplinary actions are subject to the approval of the next level of management. In all instances, both your right to privacy and the right of the public to have access to public information shall be preserved, by observances of the appropriate statutes and laws governing both.

- 36.3 In certain circumstances, the parties understand that a thorough and complete investigation may be needed to determine if disciplinary action is to be pursued against a member of the bargaining unit by the Town. Allegations of wrongdoing by a member of the Department may be investigated by the Town or an outside third party, as determined by the Town. The principles of progressive discipline will be followed, however, the Town reserves the right to take disciplinary action against an employee at any level, as it sees fit, depending upon the circumstances, as determined by the Town. The Chief may, in his discretion, offer a reduction of working level (i.e. paramedic to advanced, advanced to basic, etc.) as part of a remediation process to correct or improve an employee's performance. A reduction of working level and pay shall continue until such time as remediation is complete, as determined by the Department.

ARTICLE 37 GRIEVANCE PROCEDURE

- 37.1 A grievance is defined as any violation or misinterpretation of the provisions of this Agreement including, the discipline or discharge of an employee for just cause, made by one or more employees which is reduced to writing and filed for processing as defined in the grievance steps. Probationary employees shall have the right to bring grievances under this Article; however, probationary employees shall not have the right to bring grievances relating to the discharge of the employee during his probationary period.
- 37.2 While both parties may maintain files of grievances and the disposition thereof, the Town shall not make any entry or file any paper in the personnel file of an employee involved in a grievance except as may be required to implement the disposition thereof.
- 37.3 No reprisals of any kind shall be taken by any party hereto against any person or party who participates in any grievance proceeding by reason of participation.

37.4 All grievances under consideration must be processed in accordance with the terms of this Agreement in effect at the time the incident which gave rise to the grievance occurred. In the event an employee believes he has a grievance, the matter shall be settled in the following manner:

STEP 1: The Union shall, within ten (10) calendar days after the incident which gave rise to the grievance, present the grievance in writing to the Fire Chief. The grievance shall state the nature of the incident, the section or sections of the Agreement on which the grievance is based, the relief sought and it shall be signed by the employee aggrieved or by the employee aggrieved and the Union Steward. The Fire Chief shall review the grievance and give a written decision within seven (7) calendar days of the receipt of the grievance.

STEP 2: If no satisfactory settlement is agreed upon as provided in Step 1, the Union shall have given five (5) calendar days to refer the grievance to the Town Administrator. Upon receipt of the grievance, the Town Administrator may schedule a meeting to be held within ten (10) calendar days at which time resolution of the grievance shall be the goal.

The Town Administrator may require the attendance of the aggrieved or may request exclusion of the same. The Town Administrator shall decide the matter and give notice of the decision to the employee and the Union Steward within ten (10) calendar days of said meeting.

STEP 3: If no satisfactory settlement is agreed upon as provided in Step 2, the Union shall have given five (5) calendar days to refer the grievance to the Board of Selectmen. Upon receipt of the grievance, the Board of Selectmen may schedule a meeting to be held within ten (10) calendar days at which time resolution of the grievance shall be the goal.

The Board of Selectmen may require the attendance of the aggrieved or may request exclusion of the same. The Board of Selectmen shall decide the matter and give notice of the decision to the employee and the Union Steward within ten (10) calendar days of said meeting.

STEP 4: If no satisfactory settlement of the grievance is reached as provided in Step 3, the matter may be submitted to arbitration if the Union shall so request in writing within five (5) calendar days after the Board of Selectmen's decision in Step 3.

Within ten (10) calendar days after notifying the Board of Selectmen in writing that it desires to arbitrate a grievance, the Union shall file with the American Arbitration Association (AAA). The arbitration shall be held pursuant to the AAA labor arbitration rules.

The cost of the services of arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, will be borne equally by the Town and the Union, but each party shall bear its own expenses for the presentation of its case. The arbitrator shall not have the power to add to or subtract from the negotiated language of the collective bargaining agreement.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

ARTICLE 38
VEHICLE AND EQUIPMENT SAFETY

- 38.1 The Town is committed to ensuring the safety and reliability of vehicles and equipment. A schedule of routine maintenance and review of vehicles and equipment shall be posted in the Fire Department garage and records of maintenance and review shall be maintained in the Department's records management system.

ARTICLE 39
WAIVER

- 39.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining. It is further acknowledged that this Agreement constitutes the entire Agreement between the parties with respect to rates of pay, wages, hours of employment, and other conditions of employment, and supersedes all prior agreements, understandings and practices pertaining thereto, which shall be effective during the term of this Agreement, and shall be subject to and conditioned upon compliance with all statutory requirements. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 40
AGREEMENT DURATION, TERMINATION AND CHANGES

- 40.1 **EFFECTIVE DATE:** This Agreement between the Town and the Union shall constitute an entire agreement between the parties effective July 1, 2021 through June 30, 2024 and shall supersede any other Agreement.
- 40.2 **TERMINATION:** This Agreement shall remain in full force and effect until June 30, 2024. This Agreement shall thereafter automatically renew itself for successive terms of one (1) year each, unless one hundred twenty (120) days prior to the expiration of this Agreement termination date, either party shall have given the other party written notice, by registered mail of its desire to modify or terminate this Agreement.
- 40.3 **CHANGES:** Either party may request on August 1, 2023 or any date thereafter but prior to January 1, 2024 collective bargaining discussions for a new Agreement or amendments thereto to be effective after the termination date of this Agreement by giving written notice of such request to the other party. Upon receipt of such a notice, the other party shall seek to establish a meeting between the parties.

ARTICLE 41
SAVING CLAUSE

41.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. In the event that any mandatory State or Federal Law is enacted after the effective date of this Agreement which materially changes the obligations of either party, the affected party shall have the right to reopen negotiations for the sole purpose of adjusting that portion of the agreement that is affected by such mandatory legislation.

ARTICLE 42
STABILITY OF AGREEMENT

42.1 No agreement, understanding, alteration or variation of the Agreement terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver to relinquishment of the right of the Town or the Union to future performance of any such term or conditions, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Union and the Town have caused this Agreement to be executed in their names by duly authorized representatives.

TEAMSTERS LOCAL #170
FIREFIGHTERS

TOWN OF STURBRIDGE
BOARD OF SELECTMEN

Mankis
Teamsters

Local Steward

Date: 8/15/22

Mary Blanchard
Mary Dowling
Ed
Jan

Date: 8-15-2022

SCHEDULE A

FY22

4.00%

	<u>Hiring</u> <u>Rate</u>	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th Year</u>
FT Captain - EMT-P	30.96	33.12	35.25	37.41	39.75
FT Captain - EMT - A	28.94	30.95	32.94	34.97	37.15
FT Captain - EMT-B	26.05	27.85	29.66	31.46	33.43
PT Captain - EMT-P	27.87	29.81	31.74	33.67	35.78
PT Captain - EMT - A	26.05	27.85	29.66	31.46	33.43
PT Captain - EMT-B	23.44	25.07	26.69	28.32	30.09
FT Lieutenant - EMT-P	29.43	31.46	33.50	35.54	37.75
FT Lieutenant - EMT - A	27.50	29.40	31.32	33.22	35.27
FT Lieutenant - EMT-B	24.74	26.46	28.18	29.89	31.76
PT Lieutenant - EMT-P	26.11	27.80	29.47	31.16	32.99
PT Lieutenant - EMT - A or B	24.41	25.99	27.54	29.12	30.83
FT Firefighter - EMT-P	25.75	27.28	28.82	30.33	32.01
FT Firefighter - EMT - A	24.07	25.49	26.94	28.34	29.91
FT Firefighter - EMT-B	21.67	22.95	24.22	25.52	26.92
PT Firefighter - EMT-P	23.18	24.55	25.93	27.30	28.81
PT Firefighter - EMT - A	21.67	22.95	24.24	25.52	26.92
PT Firefighter - EMT-B	19.51	20.65	21.80	22.97	24.24
PT Firefighter - Fire Only	17.34	18.37	19.40	20.40	21.54

FY 23

2.00%

	<u>Hiring</u> <u>Rate</u>	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th Year</u>
FT Captain - EMT-P	31.58	33.79	35.96	38.16	40.55
FT Captain - EMT - A	29.52	31.57	33.60	35.67	37.89
FT Captain - EMT-B	26.57	28.41	30.26	32.09	34.10
PT Captain - EMT-P	28.42	30.41	32.38	34.34	36.49
PT Captain - EMT-A	26.57	28.41	30.26	32.09	34.10
PT Captain - EMT-B	23.91	25.57	27.22	28.88	30.69
FT Lieutenant - EMT-P	30.02	32.09	34.17	36.26	38.51
FT Lieutenant - EMT-A	28.05	29.99	31.94	33.88	35.98
FT Lieutenant - EMT-B	25.24	26.99	28.75	30.49	32.40
PT Lieutenant - EMT-P	26.64	28.35	30.06	31.78	33.65
PT Lieutenant - EMT-A or B	24.89	26.51	28.09	29.70	31.45
FT Firefighter - EMT-P	26.27	27.82	29.39	30.94	32.65
FT Firefighter - EMT-A	24.55	26.00	27.48	28.91	30.51
FT Firefighter - EMT-B	22.10	23.41	24.71	26.04	27.46
PT Firefighter - EMT-P	23.65	25.04	26.45	27.85	29.38
PT Firefighter - EMT-A	22.10	23.41	24.72	26.04	27.46
PT Firefighter - EMT-B	19.90	21.06	22.24	23.43	24.72
PT Firefighter - Fire Only	17.68	18.73	19.78	20.81	21.97

FY 24

1.25%

	<u>Hiring</u> <u>Rate</u>	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th Year</u>
FT Captain - EMT-P	31.98	34.21	36.41	38.64	41.05
FT Captain - EMT-A	29.89	31.97	34.02	36.11	38.37
FT Captain - EMT-B	26.90	28.77	30.64	32.49	34.53
PT Captain - EMT-P	28.78	30.79	32.78	34.77	36.95
PT Captain - EMT-A	26.90	28.77	30.64	32.49	34.53
PT Captain - EMT-B	24.21	25.89	27.56	29.25	31.08
FT Lieutenant - EMT-P	30.39	32.49	34.59	36.71	38.99
FT Lieutenant - EMT-A	28.40	30.37	32.34	34.30	36.43
FT Lieutenant - EMT-B	25.55	27.33	29.11	30.87	32.80
PT Lieutenant - EMT-P	26.97	28.71	30.44	32.18	34.07
PT Lieutenant - EMT-A or B	25.20	26.84	28.44	30.07	31.84
FT Firefighter - EMT-P	26.59	28.17	29.76	31.32	33.06
FT Firefighter - EMT - A	24.85	26.33	27.82	29.27	30.89
FT Firefighter - EMT-B	22.38	23.70	25.02	26.36	27.80
PT Firefighter - EMT-P	23.94	25.36	26.78	28.19	29.75
PT Firefighter - EMT - A	22.38	23.70	25.03	26.36	27.80
PT Firefighter - EMT-B	20.15	21.33	22.52	23.72	25.03
PT Firefighter - Fire Only	17.90	18.97	20.03	21.07	22.24

APPENDIX A
REHABILITATION AGREEMENT

Name _____

Date _____

On _____, the Sturbridge Fire Department agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and/or drug abuse. The following conditions apply to your rehabilitation program:

- 1) You must authorize your treatment provider to provide proof to the Fire Chief of enrollment in a rehabilitation program and proof of attendance at all required sessions on a monthly basis. Your attendance will be monitored closely and the Fire Chief will initiate appropriate disciplinary action up to and including termination if you do not regularly attend all sessions.
- 2) You must adhere to all of the requirements of the drug or alcohol treatment or counseling program in which you are enrolled.
- 3) If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The Fire Chief will take disciplinary action if you are absent as a result of alcohol or drug use.
- 4) You will pay for all costs of rehabilitation which are not covered under the employee's health plan.
- 5) During the twelve-month period following the completion of your rehabilitation program, you will be required to comply with Section (E) (1) (e) of the Substance Abuse Policy.
- 6) You must meet all established standards of conduct and job performance. The Fire Chief will institute appropriate disciplinary action if your on-the-job conduct or performance is unsatisfactory.
- 7) Failure to comply with all of the above conditions will result in the institution of appropriate disciplinary action, up to and including termination. Furthermore, rehabilitation personnel will notify the Fire Chief in writing or appear for testimony at administrative or court hearings in the event the employee has not complied with the designated rehabilitation program.

I hereby voluntarily agree to all of the above conditions and authorize my treatment provider to provide the Fire Chief with proof of my enrollment and attendance at the recommended rehabilitation program. I sign this rehabilitation agreement of my own free will and without duress.

Employee _____ Date _____

Fire Chief Approval _____ Date _____

Town Administrator Approval _____ Date _____

APPENDIX B
PERFORMANCE APPRAISAL SYSTEM
FOR FIRE DEPARTMENT EMPLOYEES

Name: _____

Position: _____ Year: _____

Purpose

1. To encourage high-level performance.
2. To clarify what is expected of each town employee at the beginning of the appraisal process and periodically throughout that process.
3. To provide direct, constructive feedback about the employee's performance, identifying strengths and areas needing improvement.
4. To encourage a dialogue between the supervisor and the employee about the employee's performance.

Date of Review: _____

The Town's Performance Evaluation Program is designed to accomplish several goals: to continuously improve the effectiveness and efficiency of Town services; to provide an opportunity for two-way communication and planning between employees and supervisors; to assist employees in increasing the effectiveness of their job performance; to provide a mechanism for the establishment of individual and departmental goals; to serve as the basis of acknowledging employees' accomplishments and recognizing employees' potential need for guidance, training and/or support; and to provide documentation of employee performance to serve as the basis for salary adjustments and personnel actions.

1) Evaluation of Previous Review Period:

Please comment on the employee's performance with regard to each of the following performance criteria over the past review period. If the employee's performance in any of the criteria should be improved, indicate the level of performance which is acceptable and the method by which the employee may improve his/her performance.

- A) Job Knowledge - How did the employee perform in terms of acquiring and maintaining the technical skills and knowledge required for the position? Did the employee seek new ways to perform the functions of his/her job?
- B) Quality of Work - How would you describe the quality of the employee's work in terms of the accuracy, thoroughness, timeliness, appearance and consistency with which the work was performed?

- C) Quantity of Work - Does the employee produce the appropriate volume of work on a regular basis? Explain.

- D) Dependability - Is the employee reliable in attendance and able to work well without direct supervision? Explain.

- E) Interpersonal Skills/Public Service - How does the employee interact with other employees and the general public?

- F) Judgment - Does the employee exhibit good common sense and make decisions without routine supervision? Explain.

- G) Communication - How does the employee communicate, both verbally and in writing?

- H) Supervision (when Applicable) How does the employee perform with regard to supervisory skills, such as planning and organizing work, motivating & communicating with other employees?

2) Evaluation of Goals for the Previous Review Period

Outline each goal and indicate whether or not the goal was achieved during the review period.

Goal 1

Goal 2

Goal 3

Goal 4

Goal 5

3) Goal Setting for the Next Review Period

Outline the goals that you and the employee have set for the coming year. Each goal should be a concise statement of the objectives to be attained within the performance period and should have a specific target date

Goal 1

Goal 2

Goal 3

Goal 4

Goal 5

4) Overall Evaluation for the Review Period

5) Employee Comments

Each employee should have the opportunity to comment on the evaluation after it is completed.

Employee's Signature

Supervisor's Signature

Date _____

Date _____

Performance Evaluation Policy

I. Purpose and scope:

The purpose of this policy is to outline the Town's performance evaluation process for Fire Fighters. The performance evaluation process has been developed to accomplish the following goals:

- To continuously improve the effectiveness and efficiency of Town services.
- To provide an opportunity for two-way communication and planning between employees and the Fire Chief.
- To assist employees in increasing the effectiveness of their job performance.
- To provide a mechanism for the establishment of individual and departmental goals.
- To serve as the basis of acknowledging employee's accomplishments and recognizing employee's potential need for guidance, training and/or support.

II. Applicability:

This policy applies to all full-time and part-time fire fighters.

III. Policy:

It is the policy of the Town of Sturbridge that all full-time and permanent, part-time employees will be evaluated on an annual basis. Additionally, employees who are nearing the end of the probationary period will be evaluated prior to the determination as to whether the employee should be retained on a permanent basis.

IV. General Procedures:

- The performance review process will be coordinated by the Fire Chief and monitored by the Town Administrator.
- Forms: All employees will be evaluated using the form included in Appendix B.
- Timing: All employees shall be evaluated prior to the conclusion of their probationary period and annually thereafter by the end of December.
- Meetings: The Fire Chief is expected to hold a private meeting with each of the employees to complete the annual reviews.
- Employee Comments: If an employee disagrees with his/her performance evaluation, he/she may offer comments in the space provided on the Performance Evaluation Form. If the disagreement cannot be resolved within the department, the disagreement will be forwarded to the Town Administrator for resolution.

VI. Evaluation Procedures

The following steps should be followed for all performance evaluations. The Fire Chief should complete only the applicable portions of the form for probationary employees and for the first time evaluations, since no goals would have been set for the previous review period.

The Fire Chief should comment on the employee's performance with regard to each of the performance criteria listed on the form. A narrative description of the employee's performance must be included under each category. If the employee's performance in any of the criteria warrants improvements, indicate the level of performance which would be acceptable and the method by which the employee may improve his/her performance.

A) Job Knowledge

- Understanding of departmental rules, procedures, workflow, policies and operation.
- Special skills required for the department; willingness and initiative taken to acquire additional knowledge and assume new tasks.
- General understanding of departmental operations; knowing when to answer a question and when and how to refer questions to someone else.
- Understanding one's own job responsibilities and how those responsibilities fit into departmental operations; initiative in learning the responsibilities of other department positions, when appropriate.

B) Quality of Work

- Organizational skills; ability to pace workflow and schedule time; timeliness of work.
- General appearance of finished work products.
- Accuracy of work - number of errors and/or corrections.
- Number and nature of complaints or problems received from the public and/or other departmental staff due to work errors.
- Degree of thoroughness applied to tasks; ability to follow work through to completion.
- Ability to accept and understand criticism and to take appropriate action to correct and improve performance.

C) Quantity of Work

- Quantity of Output viewed in terms of the general volume of activity in the department; amount of work assigned versus amount produced; amount of work back-logged; volume of output compared to other staff.
- "Interruptability Quotient" - Ability to immediately resume work on one task after being interrupted to perform another task.

D) Dependability

- Acceptable attendance level
- Consistently punctual; appropriate use of breaks.
- Dependable when supervisor is away from the office.
- Willingness to take on extra work when required by circumstances.
- Performs work in such a fashion at the supervisor can rely on the work as accurate and timely.

E) Interpersonal Skills/Public Service

- Ability to get along with others in the department; ability to avoid or handle minor office conflicts without the intervention of the supervisor.
- Consistent attention to and patience with the public; tolerance of diversity; willingness to go out of one's way to assist the public and other employees; projecting a consistently pleasant manner.
- Ability to effectively handle complaints and problems both on the phone and in person.
- Propensity for resolving conflict rather than creating animosity.
- Willingness to cooperate with peers and supervisor; ability to give and receive help; offering assistance to other departments when work flow allows.

F) Judgment

- Ability to identify the appropriate circumstances under which to make a decision.
- Willingness to make effective decisions and to keep supervisor adequately informed.
- Capacity to identify and evaluate available options and make appropriate decisions.
- Ability to learn from decision making.
- Ability and willingness to evaluate and change work methods to improve efficiency and operations.

G) Communication

- Clarity and appropriateness of oral and written communication with other employees and the general public.
- Providing the appropriate level of information flow to supervisor and other employees.
- Listening skills - the ability to understand questions and obtain additional information needed to answer correctly.

H) Supervision (when applicable)

- Management skills - Success in planning and organizing work and achieving goals within scheduled time and fiscal limits.
- Motivation of employees - Success in gaining cooperation and high levels of performance from employees supervised.
- Success in training employees in skills required for assigned duties as well as providing for flexibility in back-up.

VI. Evaluation of Goals for Previous Review Period

During this step, the supervisor and the employee review the goals set the previous review period. Each employee should have at least three (3) goals per year which may be modified during the year. If a particular goal was not achieved due to mitigating circumstances, the supervisor should indicate in the space provided.

VII. Goal Setting for Next Review Period

During this step, the supervisor and employee mutually agree on the goals to be set for the coming year. Each goal should be a concise statement of the objectives to be attained within the performance period and should have a specific target date. Some objectives will

be on-going "maintenance" objectives, such as "oversee the payment of all invoices" and some objectives will be unique to the evaluation period, such as "obtain necessary training and licensing to operate heavy equipment by February 1".

VII. Overall Evaluation for the Review Period

Because the Town's evaluation program does not have a numerical rating system, the narrative submitted in this step is the most important aspect of the form in terms of letting the employee know exactly how he/she is performing. In the space provided or on attached sheets if necessary, the Fire Chief should prepare a brief narrative detailing his/her overall evaluation of the employee for the previous review period. The Fire Chief should take into account the eight key performance criteria as well as the completion of the goals set for that period. It is up to the Chief's discretion as to how to weight the value of performance criteria against the achievement of goals.

VII. Employee Comments

Any employee who wishes to comment may have the opportunity to do so before the evaluation is placed in his/her personnel file. This is solely at the employee's discretion.