

**AGREEMENT**

**BETWEEN**

**THE TOWN OF SUDBURY**

**AND**

**THE SUDBURY PERMANENT FIREFIGHTERS ASSOCIATION, LOCAL 2023  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

**JULY 1, 2009 – JUNE 30, 2012**

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PREAMBLE

Whereas the Sudbury Permanent Fire-Fighter's Association, Local 2023, International Association of Fire-Fighters, AFL-CIO, hereinafter called the Union, was certified in January, 1971 by the Labor Relations Commission of Massachusetts as the exclusive representative of certain employees of the Town of Sudbury, hereinafter called the Town;

Whereas the Parties hereto desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them;

Now, therefore, in consideration of their mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

## ARTICLE I RECOGNITION

Section 1. The Town hereby recognizes the Union as the sole and exclusive representative of all permanent full-time uniformed Fire Captains, and Fire-Fighters, excluding the Chief of the Fire Department, hereinafter called the Chief, and excluding all other town employees, for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment. The term "employee" or "employees" as used hereafter, refers to persons for whom the Union is the recognized exclusive representative.

Section 2. The Union shall notify in writing the Chief each year as to the names of the Union Officers, Directors, and Grievance Committee members.

## ARTICLE II MANAGEMENT AND EMPLOYEE RIGHTS

Section 1. Management Rights. The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

a) Among the management rights vested in the Town are the rights in accordance with applicable law: to evaluate employees and to direct and control their work; to operate, manage and control the Department and its activities; to hire, promote, transfer, suspend, demote, discharge and to relieve employees from duty; and such other rights as are granted by law.

b) The Town must have the capability to protect the public against fire and other hazards and to take whatever action is necessary in emergency situations. The Town shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the Town and the qualifications of such employees.

Section 2. Employee Rights. All job benefits and privileges heretofore permitted and enjoyed by employees which are not specifically provided for or abridged in this contract are hereby protected by this contract. The Chief of the Department may exercise his given responsibilities with regard to approval or disapproval. This agreement shall not be construed to deprive employees of any benefits or protection granted by Laws of the Commonwealth of Massachusetts.

### ARTICLE III AGENCY SHOP

All employees in the bargaining unit shall pay dues, assessments or an agency service fee to the collective bargaining agent in accordance with the form attached and marked Appendix "C". Employees are not required to join the Union as a condition of employment.

The agency service fee shall be a condition of employment in accordance with Mass. G.L. Chapter 150E, Section 12.

### ARTICLE IV UNION SECURITY

Section 1. The Town of Sudbury shall deduct Union dues and/or assessments upon receipt of authorization of the members of Local 2023, (see Appendix) who shall sign deduction cards to be supplied by the Local. The Town of Sudbury shall forward to the Treasurer of the Union said deductions each month following the month of deduction.

Section 2. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for Union membership or activities. The Union agrees not to discriminate against any employee for his non-membership in the Union.

Section 3. The Town shall provide space for a bulletin board of reasonable size in each station, to be used for Union notices concerning Union business and activities. The location and size are to be determined by the Chief of the Department before erection.

Section 4. The Bargaining Committee and the Grievance Committee shall receive time off without loss of pay to carry out the local functions of their offices, provided such functions take place in one of the fire stations, the Town Hall, the Loring Parsonage or any other such location as may be designated by the parties.

Section 5. The Town agrees not to enter into any individual or collective agreement with any employee covered by this Agreement.

Section 6. No person other than a permanent full-time Fire Captain, permanent full-time Fire Lieutenant, permanent full-time Fire-Fighter or a Call Fire-Fighter who has passed the examination for full-time Fire-Fighter will be allowed to fill a vacancy on the force due to sickness, vacation, injury leave, military leave, or any unforeseen circumstance. This section shall not apply in an emergency where personnel, in addition to the regular employees are needed, namely Call Fire-Fighters responding to box alarms. This section is not intended to preclude Call Fire-Fighters from engaging in routine training procedures.

Section 7.

a. Call firefighters shall not be used to cover any part of a ten (10) or fourteen (14) hour shift until all regular firefighters have refused.

b. When station coverage is needed, as determined by the Fire Chief or his/her designee, for any reason, regular firefighters will have the priority of callback, but if no response from permanent firefighters within five minutes of putting out the Signal 1 or call back, the Town is free to utilize call firefighters. If a Signal 1 is issued, it shall identify the number of qualified firefighters needed. If the number of necessary qualified firefighters is not filled within five minutes, then the Town is free to utilize call firefighters. If the call firefighter does not satisfy the qualification requirements, a full-time firefighter who calls in after the five minute response deadline, and can be on scene before the need for the Signal 1 can reasonably be expected to resolve, shall be eligible to fill the remaining qualified position(s).

c. Supplemental Coverage – snowstorms, floods, or emergency situations where additional personnel are needed to supplement the regular full-time firefighters, call firefighters may be used.

The Parties will enter into a Side Letter of Agreement regarding the inapplicability of this newly agreed language to the single call firefighter employed at the time of ratification of this Agreement and to reflect that he will continue to be used in the same manner as prior to these negotiated additions to the collective bargaining agreement.

7/1/86; 7/1/09

## ARTICLE V GRIEVANCE PROCEDURE

Section 1. Any complaint, dispute, or controversy of any kind which arises between one or more employees and the Town or its agents shall be processed in Step 1 and Step 2. For the purposes of a grievance being processed beyond Step 2, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

A grievance must be presented within twenty-one (21) days of the time of the occurrence of the alleged contract violation or within twenty-one (21) days from the time the employee should have reasonably acquired knowledge of the incident giving rise to the contract violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article. Time limitations may be waived or extended by mutual agreement in writing by both parties. An aggrieved employee or employees may have a Union representative of his choice at, and participating in, any level of the following procedure.

STEP 1: Employee shall immediately submit his grievance in writing to a Local 2023 Grievance Committee. The Grievance Committee shall determine justification of the complaint. In making its determination the Grievance Committee must discuss the grievance with the Employee's immediate supervisor.

STEP 2: If the grievance is unresolved, the Union, through its Grievance Committee, shall submit the grievance to the Chief in writing, setting forth in detail the nature of the grievance to the Chief who has seven calendar days (exclusive of Saturdays, Sundays and holidays) to act on said grievance.

STEP 3: If no agreement is reached between the Union and the Chief, the grievance shall be appealed in writing within seven days to the Town Manager, who has seven calendar days (exclusive of Saturdays, Sundays and holidays) to act on said grievance.

STEP 4: In the event that the above step(s) fail to satisfy the grievance, at the request of either party, the grievance shall be submitted within ten (10) days from the decision of the Town Manager to the American Arbitration Association, or to an arbitrator mutually agreeable to both parties, whose decision shall be final and binding on both parties. The fees and expenses of the Arbitrator shall be equally shared by the Union and the Town. The Arbitrator shall be without power or authority to modify, add to, alter, subtract from or change the terms of this Agreement. In interpreting this contract, the Arbitrator shall be bound by the plain meaning of the express language herein.

7/1/97

## ARTICLE VI STABILITY OF AGREEMENT

Section 1. No amendment of this Agreement shall bind the parties hereto unless executed in writing, and signed by both parties.

Section 2. 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 or relinquishment of the rights of the Town or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

Section 3. Should any part hereof, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts, or provisions, shall remain in full force and effect.

## ARTICLE VII HOURS OF WORK

An employee's regular work week shall consist of an average of forty-two (42) hours, over an eight-week cycle. If an employee is transferred to another group his eight-week cycle shall be the four weeks immediately prior to the transfer, the week the transfer takes place and the next three weeks. The regular day tour of duty shall consist of ten (10) hours commencing at 8 a.m. and ending at 6 p.m. The night tour of duty shall consist of fourteen hours commencing at 6 p.m. and ending at 8 a.m.

No employee shall be required to pay back or be considered to "owe" time to the Town as a result of a shift transfer, if the transfer is involuntary.

The twenty-four hour schedule regular tour of duty shall consist of twenty-four hours of continuous duty, followed by twenty-four hours off duty, followed by twenty-four hours of continuous duty, followed by one-hundred twenty hours off duty. The Chief may require an employee to work, irrespective of hours already worked, in the event of a holdover, working fire, storm conditions or other condition, which, in the opinion of the Chief, would threaten public safety. The parties acknowledge that the Chief, or his designee, has the right to determine that an employee is unfit to work a particular overtime shift, either voluntarily or by virtue of being ordered in, and in that event, shall not allow such employee to work such overtime shift. In making this determination, the Chief may take into account the safety of the employee involved or that of the public. It is expressly understood that a firefighter can be ordered to work over forty-eight hours.  
7/1/88; 7/1/00; 7/1/06



## ARTICLE VIII OVERTIME

Section 1.a. A seniority overtime list shall be maintained by the Captains for rotational procurement of employees to fill vacancies due to sickness or holidays, or any other special situation, when such coverage is required. However, in the event that the Chief determines that the Fire Prevention Officer, or the Fire Alarm Superintendent, or the Fire Alarm Foreman, or the Master Mechanic, or the Fire Department Training Officer, or the EMT Coordinator require a particular employee's assistance beyond said employee's regularly scheduled hours of work, a departure from said overtime list shall be permitted. Installation of scheduled fire alarm cable shall not be cause for departing from said overtime list.

Section 1.b. In the event that the Chief or his designee determines that there is a need to fill a shift through overtime, the following process will be followed:

1. The overtime shift will be offered through the overtime rotation list for the rank being filled. A refusal by an employee when offered the overtime shift operates as a refusal by that employee and places the employee at the end of the list.
2. If the overtime shift is not filled through the use of the overtime rotation list for the rank to be filled, then it shall be announced by way of a general pager call. The chief may establish such reasonable pager response time as is appropriate under the circumstances. The general pager call shall be limited to those in the rank for which the shift is being filled.
3. In the event that the shift is not filled by virtue of Paragraphs 1 or 2 above, then the overtime shift will be offered through the overtime rotation list for other ranks. A refusal by an employee when offered the overtime shift operates as a refusal by that employee and places the employee at the end of the list.
4. In the event that the shift is not filled by virtue of Paragraphs 1, 2 or 3 above, then it shall be announced by way of a general pager call to the other ranks. The chief may establish such reasonable pager response time as is appropriate under the circumstances.
5. If the overtime shift is not filled through the overtime rotation lists and general pager calls outlined herein, then the chief or his designee shall have the right to order in the employee from the bottom of the seniority list to fill the shift. In the event that the employee being ordered in is unfit to work for physical reasons (documented by medical note) or when extraordinary circumstances would preclude that employee from being reasonably expected to work, the Chief, or his designee, may order in the next person on the seniority list. That determination shall be made by the Chief, or his designee, and such determination shall not be grievable or arbitrable.

Section 1.c. The Employer is not required to offer overtime to an employee where the distance of his residence would not allow him to be on time for the overtime work. Further, an employee who refuses overtime for more than five (5) consecutive times will be notified by the Chief in writing that he will no longer be called; and unless the employee returns notice in writing to the Chief within five (5) days his name will be removed from the overtime rotational list.

Section 1.d. Vacancies creating overtime shall be covered rank for rank.

Section 2. In the event that all personnel are offered overtime and refuse it, the Chief or an officer in the Chief's absence may order a man within the same classification, starting with the employees with the least seniority on duty, to work said overtime. No member shall be ordered to work more than once in a seven-day period.

Section 3. An employee held overtime by the Chief or an officer in the Chief's absence 15 minutes beyond his regular tour of duty, or off duty and responding to a call back shall be granted a minimum of three (3) hours overtime pay, and all overtime worked in excess of three hours and 15 minutes shall be compensated for the next full hour, and so on. An employee who is off duty and is called back to duty between the hours of 11:30 p.m. and 7:30 a.m. shall be granted a minimum of three hours overtime pay. An employee called back to duty one-half hour before the start of his regular shift shall receive only one hour overtime.

Section 4. The hourly rate of overtime pay shall be equal to time and one-half (1½) the employee's hourly base rate of pay. An employee is entitled to overtime pay when he works extra hours in excess of his normally scheduled work week.

Section 5. An employee cannot commence the night shift and then take time off between 4:00 a.m. and 8:00 a.m., unless he gets prior approval of the Chief. If such permission is given, the Chief need not fill the absence.

Section 6. In the event compensatory time is granted by the Chief, it shall be earned on a time and one-half basis.

7/1/86; 7/1/03; 7/1/06

## ARTICLE IX LONGEVITY

Longevity rate in accordance with the following plan:

Longevity shall be paid to all permanent full-time members of this bargaining unit, except individually rated positions, having been hired before July 1, 1988 and served continuously as an employee of the Town as follows:

After six (6) years, an additional two (2) percent increment per year;

After ten (10) years, an additional one (1) percent increment per year;

After fifteen (15) years and additional one (1) percent increment per year.

Any employee hired on or after July 1, 1988, shall not be entitled to the Longevity payment set forth above but rather will be entitled to the Longevity plan set forth in the Town Personnel Administration Plan, Bylaw XI,4,(3).

## ARTICLE X SALARY SCHEDULE

Section 1. At the discretion of the Fire Chief and the Town Manager, a new employee may be hired into a higher salary step due to previous fire department experience.

Section 2. A salary differential as follows shall be maintained between Lieutenant and Captain. This differential shall also be maintained between Fire-Fighter and Fire Lieutenant.

<u>Effective Date</u>	<u>Differential</u>
July 1, 2006	13.00%
July 1, 2007	13.75%
July 1, 2008	14.25%

Section 2a. Officers will conduct performance evaluations in accordance with the attached instrument (Appendix D, *Sudbury Fire Department Performance Review and Professional Development Process*). The Town will provide appropriate training for evaluators and orientation for those who will be evaluated. An employee's first evaluation will be on his first anniversary after completion of the training of the evaluators and the orientation. Subsequent evaluations will be on the subsequent anniversary dates.

Section 2b. Officers will attend four officers' meetings per year scheduled in advance on the first Monday of each quarter. Officers who are off-duty at the time of the meetings will not receive

compensation for the first four hours of such meetings, but thereafter will be compensated at the appropriate overtime rate.

Section 3. Effective 11/1/09, all steps on the salary schedule shall be increased by three percent (3%).

Effective 7/1/10, the MAX step shall be renamed Step 4 and a new MAX Step shall be added to the salary schedule. This new step shall be established at two percent (2 %) higher than the newly designated Step 4 (prior MAX Step). The addition of this step shall not result in any double step advancement by any employee.

Effective 7/1/11, all steps on the salary schedule shall be increased by one percent (1%). An additional 1.92% increase shall then be applied to the Max step only. Finally, the then existing Min step shall be removed from the salary schedule and all remaining steps shall be renumbered, resulting in a Min Step; Step 1; Step 2; Step 3; and Max Step. Neither the removal of the Min Step or the subsequent renumbering shall result in any double step advancement by any employee.

The EMT stipend and Epi-Pen stipend will be included in the base pay. The salary schedule will be in accordance with Appendix "A".

Section 4. A permanent full-time employee shall be entitled to the salary set therefor in Steps 1 through 4 after continuous service in the position for the following periods:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Six Months	One Year	Two Years	Three Years

Section 5. The Union agrees to abide by the method of computing hourly pay and weekly pay as set forth in Appendix "A" (pg. 34).

7/1/90; 7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/09

## ARTICLE XI HOLIDAYS

Section 1. Holiday benefits shall be as follows.

Holidays with pay - all members of the Unit will be allowed the following eleven (11) days with pay:

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

Fire Department holiday pay shall be calculated as follows:

Each permanent full-time employee's holiday pay shall be an amount equal to one day's pay; the definition of a "day" being a ten (10) hour tour of duty.

Permanent full-time members of the Fire Department (the Chief excluded) who are permanently assigned to shifts that are an integral part of the twenty-four (24) hour per day, seven (7) days per week coverage shall be paid the above eleven holidays when earned in the following manner: an individual holiday or an accumulation of any number of holidays shall be paid to said member upon request in any pay period following the holiday.

A member shall be granted if he so requests a maximum of four (4) holidays during the fiscal year prior to the holidays being earned. If the holidays are granted in this manner and the employee leaves the employ of the Town for any reason prior to earning the holiday(s) the amount of over-use shall be deducted from the final payroll and/or the sick buy-back account. There shall be no carrying of time from one fiscal year to the next.

When a permanent full-time member of the Fire Department is scheduled to work on a holiday, he shall receive a day's pay, straight time, in addition to his holiday pay. Any permanent full-time Fire employee can request time off in lieu of a paid holiday and will be given a day off with pay at a time approved by his department head. If this option is chosen, the paid holiday will be deducted from the holiday pay payment. Time off will not be given during his regularly scheduled work week in which the holiday falls. Time off in lieu of holiday pay shall be based on 10-hour shifts; therefore, when taking a night shift off, four (4) additional hours would be deducted from the employee's holiday time. For further clarity, any permanent full-time employee of the Fire Department whose work week is Monday through Friday will not be entitled to the eleven (11) paid holidays. Said employees shall come under the benefits as described for permanent full-time employees.

An employee must take at least two holidays (2 shifts, total 20 hours, to be chosen by the employee) in the form of holiday pay rather than time off in lieu of holiday pay. The remaining holidays may be taken either in the form of holiday pay or time off in lieu of holiday pay in accordance with the provisions of Section 1.

Any employee requesting payment for holidays in lieu of time off shall request payment in writing to the Chief not later than May 1st of each fiscal year. The Chief of the Department shall have discretion to award holiday pay in lieu of time off which was not timely requested by May 1st under the limited circumstances where an employee is absent for an extended period of time after May 1st due to an extended illness or extended disability.

If an employee is scheduled to work any part of a holiday and calls in sick for that shift, such employee shall not receive the holiday benefits associated with that holiday shift unless the employee's personal illness is medically documented.

7/1/84; 7/1/00; 7/1/03; 7/1/09

## ARTICLE XII VACATIONS

Section 1. Vacations shall be chosen by each employee according to seniority within the Fire Department. "Bumping" from the vacation list by reason of seniority shall be allowed from January 1 to February 15 for the same calendar year, and then for full week vacations only.

Vacations are subject to Article XXXV, Time Off Regulations; however, in case of emergency the Chief may cancel or rescind vacations for the period of the emergency.

Section 2. A permanent full-time employee with at least five months continuous service shall be entitled to paid vacation during the first fiscal year of employment in accordance with the following schedule:

FIRST YEAR OF EMPLOYMENT Date of Employment	PAID VACATION ENTITLEMENT
July or August	96 hours
September thru January	48 hours
February thru June	0 hours

After the first fiscal year of employment, vacation entitlement shall be based on the years of continuous town service which shall be completed during the fiscal year as follows:

YEARS OF CONTINUOUS TOWN SERVICE	PAID VACATION ENTITLEMENT
One thru Five	96 hours
After Five (5) Years of Continuous Service	144 hours
After Ten (10) Years of Continuous Service	192 hours
After Twenty (20) Years of Continuous Service	240 hours

For those employees hired prior to July 1, 2009 only, vacation entitlement shall be calculated so as to give credit for past service as a full-time firefighter in any other municipality. This benefit shall have no retroactive effect.

In no case shall an employee be entitled to paid vacation prior to completing five months' continuous service. The vacation period shall be the fiscal year, i.e. July 1 through June 30. However, eligibility shall be determined by the anniversary date, e.g., if an employee shall complete ten (10) years of continuous service during a fiscal year he shall be entitled to one-hundred ninety-two (192) hours of vacation in that period of July 1 through June 30.

Section 3. No employee shall take vacation during the days of Thanksgiving, Christmas (Eve, Day, or Night) or New Year's Day (Eve or Day) if he is scheduled to work.

Section 4. Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the beneficiary designated by the employee for Town insurance purposes in an amount equal to the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

Section 5. Any employee who is eligible for vacation under the provisions hereof and whose services are terminated by retirement, or by entrance into the Armed Forces, shall be paid for that portion of the vacation allowance earned in the vacation year during which such retirement or entrance into the Armed Forces shall occur up to the time of the employee's separation from the payroll. If an employee retires with twenty (20) years of service, (s)he shall receive vacation leave based on the following formula:

<u>Retirement Date</u>	<u>Vacation Entitlement</u>
July 1 - August 31	48 hours
September 1 - January 31	120 hours
February 1 - June 30	240 hours

Section 6. Vacation entitlement may not be carried forward from one year to the next. Leave granted for temporary military service may not be charged against an employee's vacation without his consent.

Section 7. Employees who are entitled to more than ninety-six (96) hours of vacation time as time off may take the balance or any portion thereof of unused vacation time over 96 hours as a cash payment provided the Chief of Department is notified of the request in writing by May 1st of the fiscal year. The Chief of the Department shall have the discretion to award vacation pay, within the limitations defined herein, and which was not timely requested by May 1<sup>st</sup> under the limited circumstances where an employee is absent for an extended period of time after May 1<sup>st</sup> due to extended illness or extended disability.

7/1/84; 7/1/90; 7/1/94; 7/1/09

### **ARTICLE XIII SICK LEAVE**

Section 1. Each permanent, full-time employee shall be entitled to one hundred twenty (120) hours of sick leave per fiscal year commencing July 1 after the completion of one full year of employment. The full sick leave is credited to each employee annually on July 1. Employees with less than one full year of service will be credited with a pro-rata sick leave allocation commencing July 1, 1980. These unused sick days may be accumulated fiscal year to fiscal year up to a maximum of 1200 hours. For clarification purposes ten (10) hours is one (1) sick day when used for accumulation.

Effective July 1, 2008, an employee may use up to forty (40) hours of the one hundred twenty (120) hours of personal sick leave per fiscal year to provide care for a sick member of his family. This annual individual cap may be exceeded only at the discretion of the fire chief. Effective July 1, 2008 there is established an annual department-wide cap of four hundred (400) hours of sick leave that may be used to provide care for a sick member of an employee's family. This department-wide cap may be exceeded only at the discretion of the fire chief.

An employee granted sick leave of 15 consecutive days or more shall, prior to returning to work, submit to the department head and the Personnel Board satisfactory medical evidence of good health.



In the event that an employee is absent under circumstances where the Chief has reason to suspect sick leave abuse, the Chief may request medical documentation from the employee's physician. It is expressly understood that prior to the Chief having the right to request such medical documentation, he must have given the employee prior counseling on the occasion of the first instance of absence by the employee under circumstances where the Chief had reason to suspect sick leave abuse.

Section 2. An employee who retires from service in the employ of the Town of Sudbury and retires into the State or County Retirement system shall receive from the Town payment at the then current rate of pay equal to 50% of the hourly pay times the number of unused accumulated sick hours.

In the year an employee retires, he shall receive sick leave based on the following formula:

<u>Retirement Date</u>	<u>Sick Leave Entitlement</u>
July 1 - August 31	24 hours
September 1 - January 31	60 hours
February 1 - June 30	120 hours

Section 3. Sick Leave Bank. A Sick Leave Bank shall be created which will be jointly administered by a committee of one (1) Town designee and two (2) Union designees. The joint Committee may establish rules and regulations for the administration and operation of this Bank provided said rules and regulations do not conflict with this Agreement.

Prior to an employee using his sick leave bank time he must have exhausted his vacation and holiday time off or must submit a letter from a doctor verifying the need for an extended sick leave.

To be eligible to use the Bank, an employee must contribute three (3) days (30 hours) of his sick leave each year. Further, an employee must exhaust his own accumulated sick days before he is eligible to use the Bank. The maximum number of Bank days any employee may use is twelve (12) times the number of years of his service.

Effective July 1, 2003, only employees who have five (5) years or less of membership in the bank shall be required to contribute thirty (30) hours to the Sick Leave Bank. Members who have more than five (5) years membership (contributed 150 hours) shall be exempt from contributing into the Bank. All rights and privileges of the Bank will continue to apply for these members. However, in the event that the Sick Leave Bank accumulated total falls below 6000 hours, all members will once again contribute thirty (30) hours into the bank.

Section 4. Commencing July 1, 1984, the Town will annually buy back 50% of an employee's unused yearly sick leave allocation, provided said employee has previously accumulated the maximum of 1200 hours sick leave.

Section 5. To implement the new sick leave policy effective July 1, 1984 the following adjustments shall be made:

A. All days accrued to the sick leave bank as of June 30, 1984 shall be multiplied by 12 hours to give a total amount of hours in the bank not to exceed 8640 hours.

B. Each member of the bargaining unit shall have his accumulated sick leave days as of June 30, 1984 multiplied by 12 hours to give him total number of hours available for sick time.

C. For members who have accumulated more than 1200 hours as of June 30, 1984 they shall be allowed to carry that excess for the purpose of taking sick time off. However, the maximum number of hours the town shall be responsible for buying back at retirement shall be based on a 1200-hour maximum, i.e., 1200 hours or more accrued equals 600 hours' pay at buy back.

7/1/86; 7/1/94; 7/1/00; 7/1/03; 7/1/06

## **ARTICLE XIV INJURY LEAVE**

Section 1. The provisions for injury leave shall remain in accordance with the Massachusetts General Laws Chapter 41, Section 111F.

Section 2. Any Fire-Fighter who claims to have been injured in the course of his employment and/or as a result of his employment shall report each such injury to his/her supervisor immediately unless said employee is not physically able to do so. In the event that the employee is not physically able to report said injury immediately, he/she shall make said report as soon as possible. In the event that a Fire-Fighter seeks to claim benefits under G.L. c. 41, Section 111F, said employee shall furnish to the Town copies of all medical records, medical bills and records of treatment within thirty (30) calendar days of each treatment. Each such employee shall, in addition, submit to a medical examination by a physician selected by the Town for the purposes of determining the nature and extent of his/her injury. The Town may require additional physical examinations as it deems appropriate during a Fire-Fighter's disability and absence from work. In the event that the physician selected by the Town determines that an employee is no longer disabled and is able to return to work, said employee shall be required to return to work.

7/1/84

**ARTICLE XV  
MILITARY LEAVE**

An employee who is called upon to report for reserve military duty, shall be paid the difference between the compensation he would have received from the Town and his military pay and allowances upon the presentation of a pay voucher to the Office of the Town Accountant. Such pay for reserve duty is not to exceed seventeen (17) days' pay in a calendar year.

**ARTICLE XVI  
JURY DUTY**

An employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days the difference between the compensation he would have received from the Town and his fees, exclusive of travel allowance, for such jury service.

**ARTICLE XVII  
LEAVE TO ATTEND UNION FUNCTIONS**

Time off shall be granted to the Union's officers or their designees to attend conventions, seminars and meetings sponsored by the Professional Fire Fighters of Massachusetts and the International Association of Fire Fighters. The Union officers shall provide substitute coverage through shift swaps as necessary.

One officer of the Union may attend the aforementioned Association meetings without a loss of pay not to exceed four (4) days per year.

7/1/94; 7/1/03

**ARTICLE XVIII  
BEREAVEMENT LEAVE**

An employee may be granted, by his department head, up to forty-eight (48) hours excused absence with pay to handle personal matters related to the death of a close member of the employee's family including his spouse, and child, parent, brother, sister, or grandparent of either spouse.

7/1/94

## ARTICLE XIX INSURANCE BENEFITS

Section 1. Life insurance as presently in existence shall remain in force.

Section 2. The Town will provide a group medical insurance plan including, but not limited to:

All employees hired on or after July 1, 2009 shall be responsible for paying thirty percent (30%) of the premium for HMO products offered by the Town and forty-five (45%) of the premium for POS/PPO products offered by the Town. The Town agrees to grandfather the three employees hired after July 1, 2009 but prior to ratification of this Agreement at the same contribution levels as will be applicable to those hired prior to July 1, 2009.

Effective July 1, 2009, all employees hired prior to July 1, 2009 will be responsible for paying fifteen percent (15%) of the premium for HMO products offered by the Town and thirty percent (30%) of the premium for POS/PPO products offered by the Town.

Effective July 1, 2010, all employees hired prior to July 1, 2009 will be responsible for paying seventeen and one-half percent (17.5%) of the premium for HMO products offered by the Town and thirty-two and one-half percent (32.5%) of the premium for POS/PPO products offered by the Town.

Effective July 1, 2011, all employees hired prior to July 1, 2009 will be responsible for paying twenty percent (20%) of the premium for HMO products offered by the Town and thirty-five percent (35%) of the premium for POS/PPO products offered by the Town.

Effective on March 1, 2010, or as soon thereafter as is practicable, the following design changes and plan offering changes will be made:

Plan Offerings: Eliminate all current health benefit plans and replace with Blue Cross/Blue Shield "GIC-Type" Plans. Eliminate Harvard Pilgrim Health Care EPO Plan.

Flexible Spending Account: The cap on the non-reimbursed Flexible Spending Account will be increased from the current maximum of \$3,000.00 to a maximum of \$5,000.00.

Cap on In-Patient Co-Pays: There will be an annual cap on co-payments for in-patient hospitalizations of \$1,000.00 for individual plans and \$2,000.00 for family plans.

Blue Cross/Blue Shield's Master Dental, or its equivalent, and the Town shall contribute seventy-five percent (75%) of the premium and the employee shall contribute twenty-five percent (25%) of the premium. If less than seventy percent (70%) of the eligible Town employees elect coverage under Blue Cross/Blue Shield Master Dental, then the plan does not have to be offered. In such event, the Town will make a good faith effort to provide equivalent dental coverage at an equivalent or less cost.

Section 3. The provision of the plans outlined above at Section 2 shall satisfy the Town's obligations under the terms of the existing Collective Bargaining Agreement between the Town and the Union.

Section 4. The Town will not itself operate the plan, but the insurance company or companies will administer the benefits of said plan(s), which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. Any claims or disputes concerning the eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and shall not be subject to the grievance or arbitration procedure herein.

7/1/86; 7/1/94; 7/1/97; 7/1/09

## **ARTICLE XX RETIREMENT**

Retirement shall be in accordance with the Massachusetts General Laws, Chapter 32, Sections 1 through 28 inclusive.

## ARTICLE XXI CLOTHING/CLEANING ALLOWANCE

Section 1. The Town shall supply all Fire Department personnel with the proper protective clothing for firefighting duties consisting of: helmet, gloves, turnout coat, turnout pants, 3/4 length boots and 1/2 length rubber boots or leather structural boots. The Town shall replace such clothing when the need arises, due to normal wear. In the event that an employee's equipment is damaged or destroyed as a result of that employee's gross negligence or malfeasance, the employee shall be responsible for replacing or repairing the damaged or destroyed equipment at the employee's own expense.

Section 2. The Town shall provide each Fire Department Captain with suitable dress uniform. (See Appendix "B".) The Town will purchase on a one-time basis for each employee (other than Captains) and all new hires a "Class A" dress uniform with components as listed in Appendix "B" in an amount not to exceed \$225.

Section 3. The Town shall provide each Fire Department employee with work or duty uniforms. (See Appendix "B".)

- A. Effective 7/1/06 the combined Clothing/Cleaning allowance shall be allotted in the amount of \$650 per private and \$725 per officer. Effective 7/1/07 the combined Clothing/Cleaning allowance shall be allotted in the amount of \$675 per private and \$750 per officer. Effective 7/1/08 the combined Clothing/Cleaning allowance shall be allotted in the amount of \$725 per private and \$800 per officer.
- B. Distributions
  - 1. Half of the combined Clothing/Cleaning allowance shall be paid in a lump sum to each employee at the beginning of the fiscal year. Payments of the combined Clothing/Cleaning allowance will be reduced by applicable payroll taxes in accordance with applicable law. There will be an inspection of uniforms in July and, if satisfactory, payment of the remainder of the allowance in August. If the inspection is unsatisfactory, the employee will be paid the remainder upon passing the inspection.

Section 4. The Town shall provide one set of safety eye glasses to those persons requiring same. However, the Town shall not pay for the eye examination. The Town shall replace the safety glasses only if they have been damaged in the line of duty.

Section 5. In the event that an employee is scheduled to retire, voluntarily resigns, is terminated for cause, or is on an approved leave of absence during a fiscal year, he shall receive only his pro-rated clothing/cleaning allowance for that fiscal year, based upon the number of months actually worked or to be worked.

7/1/86; 7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/09

## ARTICLE XXII SENIORITY

Seniority shall be considered the length of an employee's continuous full-time service within the Fire Department of the Town of Sudbury. The Chief shall establish a seniority list which shall be brought up to date on or before January 31st of each year. Said list shall be posted at each station for a minimum period of 30 days.

## ARTICLE XXIII TRAINING

Section 1. All newly hired Fire Department employees shall attend the basic Recruit Fire Service Training Program operated by the Massachusetts Fire Training Academy or its equivalent within their first year of employment.

Section 2. A special effort should be made by the Town to allow employees who wish to attend periodic seminars, schools, or conferences pertaining to fire protection or life safety to do so. Expenses such as tuition, meals, lodging, travel, time off, and/or compensation shall be absorbed by the Town.

7/1/84

## ARTICLE XXIV FIRE SCIENCE EDUCATION

Section 1. Payment for books and tuition for higher education for employees shall continue as follows:

When a permanent full-time Town employee takes a course with the prior approval of his department head, at an accredited college as part of a degree program, when the course or degree has a functional relationship to the employee's job, the employee will be reimbursed for 100% of the cost of books, registration and tuition fees upon the presentation of satisfactory evidence that he has completed the course with a "B-" grade or better, or that portion due which was disapproved or not paid by the State and Federal Government.

The determination as to whether or not the degree is functionally related to his job shall be the responsibility of the department supervisor and approved by the Town Manager. When an employee, with the approval of his supervisor and of the Town Manager, attends a job-related course, not as part of a degree-related program, at an accredited school or professional seminar, he will be reimbursed at the rate of 100% for the cost of books, registration and tuition fees, upon the presentation of satisfactory evidence that he has completed the course with a "B-" grade or better, if

grades are given. Courses are limited to two per semester, with a seventh course in the fourth semester if funds are available in the line item.

When an employee is directed by his supervisor to attend a course as part of his job, the Town will reimburse the employee for all costs associated with attendance, including mileage at the rate established by Town Meeting for travel to and from the course.

Reimbursement as outlined above shall be reduced by any amount to which the employee is entitled under various State and Federal laws. Unit members shall be required to advise the Chief on or before October 1st of each year as to how many courses they expect to be reimbursed for in the following fiscal year and whether they expect to qualify for a career incentive stipend during the following year. The Chief shall notify unit members annually of this obligation, in no event later than September 15th. When notifying the Chief of courses to be reimbursed in the following fiscal year, employees shall specify up to 4 courses, with the remainder open depending upon course offerings.

Section 2. FIRE FIGHTER CAREER INCENTIVE PLAN. There is hereby established a career incentive pay program offering base salary increases to regular full-time employees of the Sudbury Fire Department for furthering their education in the field of fire fighting. Fire fighting career incentive base salary increases shall be predicated on the accumulation of points earned in the following manner: one point for each semester hour credit earned toward a baccalaureate degree; or one hundred fifty points for a degree of Master or for a degree of law. All semester credits and degrees shall be earned in an accredited educational institution such as accredited by the New England Association of Colleges and Secondary Schools, or by the Board of Higher Education.

Such supplemental increases shall be granted in the following manner: one and one-half percent increase for ten points so accumulated, a three percent increase for twenty-five points, a five percent increase for forty points, a seven and one-half percent increase for sixty points, a ten percent increase for one hundred twenty points, or fifteen percent increase for one hundred fifty points so accumulated.

This plan, to be administered by the Town Manager, requires the following steps:

1. The Chief of the respective department must approve, in advance, the professional appropriateness of the courses taken.
2. Employees shall receive supplemental remuneration on the basis of appropriate course completion information filed with the Personnel Board on a form furnished by the Chief of the department.
3. The number of points accumulated by each employee shall then be computed and the appropriate supplemental remuneration shall be authorized by the Town Manager.
4. When remuneration is approved, it shall be retroactive to the time that notice of completion was received by the Fire Chief.



The intent of this clause is not to deprive employees of worthy courses which may be given in schools not accredited, and therefore, exceptions may be made upon good cause shown and subsequent approval by the Town Manager. In any event, all courses and classes referred to in the above clause shall require prior approval of the Town Manager.

The Town may recognize courses or degrees taken or granted prior to employment with the Sudbury Police or Fire Department if the same are approved by the Chief of the respective department and the Town Manager. In making a determination hereunder, the Chief and Town Manager shall consider the professional appropriateness of the prior courses or degree.

Courses and programs for Paramedic studies shall be deemed appropriate for the career incentive plan as well as for reimbursement of books and tuition.

7/1/84; 7/1/97; 7/1/00; 7/1/03

## **ARTICLE XXV PAID DETAILS**

All employees covered by this agreement who are requested to report for a private detail while off duty shall be paid a minimum of four (4) hours, said pay to be paid by a private party. The rate of pay shall be time and one-half the employee's hourly rate. The Town shall be responsible for paying the employee and collecting from the private party.

When performing a non-municipal detail, the employee shall be compensated with a four (4) hour minimum for work performed in the A.M. and a four (4) hour minimum for work performed in the P.M., provided that no employee shall be paid for more than eight (8) hours on such detail unless the time was actually worked. Private details beyond eight (8) hours in one day and details on Sundays and holidays will be paid at time and one-half of the detail rate.

7/1/03

**ARTICLE XXVI  
WORKING OUT OF GRADE**

Any employee designated by the Chief to serve in a temporary capacity out of his permanent grade shall be compensated for all hours worked by him in such temporary grade at the first step pay rate of such temporary grade.

**ARTICLE XXVII  
HEALTH PHYSICALS**

Section 1. The Town shall provide physical examinations to all members upon every third anniversary of their employment date.

Section 2. The Town shall provide all members, who desire, with disease preventive inoculations as recommended by the Town Physician.

**ARTICLE XXVIII  
BASE PAY**

An employee's base rate of pay shall not include longevity, career incentive, overtime, weekend premium or any other benefit. However, the Emergency Medical Technician stipend and Epi-Pen stipend shall be considered part of the base pay for purposes of computing overtime pay rate.

7/1/86; 7/1/97

**ARTICLE XXIX  
LEAVE OF ABSENCE**

An employee covered by this agreement may be granted by the Town Manager a leave of absence without pay not to exceed one year for a good and sufficient reason. Denial of said leave by the Town Manager shall not be subject to the grievance and arbitration procedure under this contract.

7/1/84; 7/1/97

## ARTICLE XXX JOB PROTECTION

No employee shall be discharged, suspended or reduced in rank except for just cause.

## ARTICLE XXXI ESTABLISHMENT OF SPECIAL POSITIONS

Section 1. The Town may establish the position of Fire Prevention Officer whose duty hours shall be established by the Chief of the Department.

This position shall be allocated an annual stipend of eight hundred dollars (\$800) over the employee's salary.

Section 2. The positions of Fire Alarm Superintendent and Master Mechanic shall each be allocated an annual stipend of eight hundred dollars (\$800) over the employee's salary.

Section 3. The Town may establish the position of Fire Department Training Officer whose duty hours may be established by the Chief of Department.

This position shall be allocated an annual stipend of eight hundred dollars (\$800) over the employee's salary.

Section 4. The Town may establish the position of Emergency Medical Technician Coordinator. This person shall be certified by the State to provide EMT training for department members.

This position shall be allocated an annual stipend of eight hundred dollars (\$800) over the employee's salary.

Section 5. The Town may establish the position of Fire Alarm Foreman.

This position shall be allocated an eight hundred dollar (\$800) stipend over the employee's salary.

Section 6. No employee will be required to accept or to remain in any of the positions described in this article.

Section 7. The Town may establish the position of Technology Coordinator. This position shall be allocated an annual stipend of \$800.00 over the employee's salary.

Section 8. The Special Positions identified herein or created under the authority of this Article shall be filled by the Chief. The positions shall not be subject to any formal posting or bidding requirements, but instead shall be filled by the Chief at his sole discretion and for such terms and periods of time as he deems appropriate. The decisions surrounding the filling of these positions

and the term of hire for these positions shall not be subject to the grievance procedures of this contract.

7/1/88; 7/1/97, 7/1/00

### **ARTICLE XXXI - A SAFETY COMMITTEE**

An advisory Safety Committee shall be established by the Chief consisting of himself as Chairman and two members of the bargaining unit. Minutes shall be kept of the meetings. Any member of the bargaining unit may request a meeting of the Safety Committee for valid safety purposes.

### **ARTICLE XXXII SCOPE OF AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not a part of this Agreement.

### **ARTICLE XXXIII NON-DISCRIMINATION**

The Town shall not discriminate against employees on the basis of race, creed, color, national origin, sex or age.

## ARTICLE XXXIV EMT STIPEND

Certified EMTs shall receive an annual stipend of \$1000 for the Fiscal Year 7/1/88-6/30/89. This stipend is in addition to the salaries listed in Appendix "A". Beginning 7/1/89, the EMT stipend is already included in the salaries listed in Appendix "A". For a Firefighter this stipend will be \$1100 and for a Lieutenant and Captain this stipend will be based upon \$1100 and calculated with appropriate differential. The Town agrees to continue the present in-service EMT training program for recertification. The Town will grant up to a maximum 21 hours of on-duty time each two-year period per EMT for the purpose of attending the D.O.T. Refresher Course. EMTs who will be absent from duty while attending the Refresher Course shall notify the Chief thirty (30) days prior to the course provided the course announcement is posted at all stations forty-five (45) days in advance of the course starting date. Should the Town be unable to continue the present practice with respect to EMT in-service training, this article shall be reopened for negotiations within 30 days of said occurrence.

During Fiscal Year 7/1/88-6/30/89, the EMT stipend will be paid twice a year, once on June 1st and again on December 1st. The Town's present practice with regard to the payment of fees shall continue in full force and effect.

A \$250 stipend will be given to those officers who have not earned their EMT stipend as of July 1, 1988. Said stipend is a one-time stipend which vanishes after the first year. If a non-EMT employed as of July 1, 1988 earns an EMT certificate before July 1, 1989 he shall be paid the EMT stipend pro rated minus the \$250.00 stipend paid in July of 1988.

Those employees serving as certified EMTs for a portion of a fiscal year shall receive a pro rata stipend calculated on a monthly basis.

An additional stipend of \$100.00 shall be added to the base pay for those employees qualified to administer Epi-Pen, as shown in Appendix A.

7/1/97

## **ARTICLE XXXV TIME OFF REGULATIONS**

Section 1. The Chief of the Department shall permit a maximum of four (4) bargaining unit employees to be absent from duty per shift, on a first come, first served basis, for any of the following:

1. Single day or night vacation time
2. Vacation time by the week
3. Holiday time off in lieu of payment
4. Compensatory time off

Section 2. The granting of a week or more vacation time off shall be in accordance with Article XII, Section 1 and Section 2.

Section 3. Personnel requesting time off for single day or night vacation, holiday time off and compensatory time off shall notify the Duty Officer no later than three (3) hours before the start of the shift.

Section 4. Time off may be taken in minimum two-hour increments with the understanding that time off can be in one-hour increments after the initial two-hour minimum.

7/1/88; 7/1/94; 7/1/97

## **ARTICLE XXXVI RESIDENCY**

Any new employee hired after December 21, 2000 shall be required to live within a thirty-five (35) mile radius of the Town of Sudbury.

(deleted 7/1/86); 7/1/00; 7/1/06

## **ARTICLE XXXVII PROMOTIONS**

Section 1. Selection for promotion shall be based upon the results of a written examination and an Assessment Center to be weighted on the basis of 75% for the written examination and 25% for the Assessment Center. The Assessment Center shall not have a psychological component. The Town will meet with the Union prior to the use of the Assessment Center to review how it will operate. The Parties also agree to execute a Side Letter to the Contract which will set out certain limitations on the Assessment Center for the term of the Contract. Appropriate notice shall be given of the materials included in the exam. A grade of 70 shall be a passing grade. There shall be no scaling of marks. The Chief shall, however, be empowered to award points for training and experience after a grade of 70 has been achieved. The Chief shall at the time of posting the exam notice give a schedule of how additional points shall be determined.

Prior to any Assessment Center interview, panel members will disclose whether they have had a prior personal relationship with any candidate and, if so, disqualify themselves from participation. After Assessment Center process has been completed, candidates will have an opportunity to be advised of the so-called "talking points" in connection with the oral interview aspect of the Assessment Center.

The Town Manager shall have the right to appoint from the top three total scores for any one position, or the top three plus the number of positions, i.e., if there were four positions the Town Manager could select from the top seven scores. If an employee is by-passed for promotion, the Town Manager shall furnish the employee, in writing, the reason for such action.

The Town Manager and Assistant Town Manager may conduct personal interviews of the top 3 candidates (or according to the formula) before making any appointment.

Section 2. All exams shall be posted at least 60 days prior to such examination date and all personnel who wish to take the exam must notify the Chief at least 30 days prior to the exam date of their intention.

Section 3. The eligible list shall be in effect for two (2) years, commencing on the date the exam marks were posted.

Section 4. If a vacancy exists in the Captain rank the exam shall be open only to the Lieutenants. However, if less than three Lieutenants register for the exam, the exam shall be opened to Fire-Fighters subject to Section 5. In this case Fire-Fighters shall notify the Chief in writing within 10 days of the posting their intent to take the exam. Eligibility to take the Captain promotional examination shall be either (1) a minimum of eight (8) years continuous service or (2) seven (7) years continuous service and a minimum associate degree in Fire Science or Fire Management.

Section 5. Eligibility to take the Lieutenant promotional examination shall be either (1) a minimum of five (5) years of continuous service or (2) four (4) years continuous service and a minimum associate degree in Fire Science or Fire Management.

7/1/84; 7/1/97; 7/1/00; 7/1/03; 7/1/09

**ARTICLE XXXVIII  
WEEKEND PREMIUM**

The Town will pay \$2.50 for a scheduled weekend shift. A weekend is defined as Friday 6:00 p.m. to Monday 8:00 a.m.

7/1/97

**ARTICLE XXXIX  
EPI-PEN AND DEFIBRILLATOR STIPEND FOR NON-EMTS**

The Town shall provide training in the use of the Epi-pen and defibrillator to all non-EMT personnel in the bargaining unit. Upon completion of such training, the use of the Epi-pen and the defibrillator shall be considered a job duty and responsibility of those trained. The level of compensation shall be consistent with that of EMTs which is set out in a side letter to the Contract (dated March 5, 1998). The non-EMT will receive \$100.00 for initial Epi-pen training and \$100.00 for initial defibrillator training, and an annual \$100.00 stipend included in the base salary.

7/1/00

**ARTICLE XL  
HAZARDOUS DUTY PAY**

Employees shall receive an annual hazardous duty stipend, payable in two equal installments on the first pay period in December and June as follows:

Effective 7/1/06 - \$500

Effective 7/1/07 - \$525

Effective 7/1/08 - \$550

7/1/03; 7/1/06



**ARTICLE XLI  
DURATION OF AGREEMENT**

Section 1. The duration of this Agreement shall be from July 1, 2009 through June 30, 2012. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party in writing not later than October 1 prior to the expiration date.


Section 2. In the event that one or both of the parties have given notification of its or their desire to negotiate a new Agreement, within the time limits provided for herein, and no agreement has been reached on the date this Agreement expires, such Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.

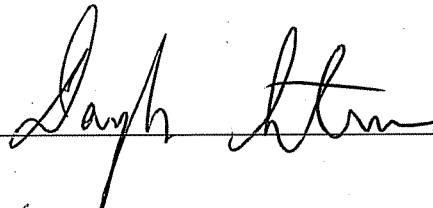
Section 3. NO STRIKE CLAUSE. It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of himself or by any other employee.

Signed this date: 3/8/11

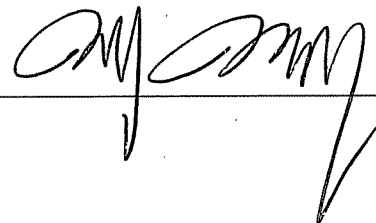
FOR THE TOWN OF SUDBURY

LOCAL 2023 NEGOTIATION COMMITTEE

  
\_\_\_\_\_  
Maureen G. Valente, Town Manager

  
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7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/09

**APPENDIX "A"**  
**FIRE SALARY SCHEDULE**

**FY10 (11/1/09 - 6/30/10)**

	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>MAX</u>
Firefighter					
Annual	45,013	46,059	47,125	48,166	49,300
Hourly	20.53	21.01	21.49	21.97	22.49
Firefighter/EMT					
Annual	47,168	48,213	49,279	50,323	51,456
Hourly	21.51	21.99	22.48	22.95	23.47
Lieutenant					
Annual	51,428	52,622	53,840	55,030	56,326
Hourly	23.46	24.00	24.56	25.10	25.69
Lieutenant/EMT					
Annual	53,890	55,083	56,302	57,494	58,788
Hourly	24.58	25.12	25.68	26.22	26.81
Fire Captain					
Annual	58,756	60,120	61,513	62,871	64,352
Hourly	26.80	27.42	28.06	28.68	29.35
Fire Captain/EMT					
Annual	61,569	62,933	64,325	65,686	67,165
Hourly	28.08	28.71	29.34	29.96	30.64

**APPENDIX "A" - FIRE SALARY SCHEDULE  
(continued)**

**FY11 (7/1/10 – 6/30/11)**

	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MAX</u>
<b>Firefighter</b>						
Annual	45,013	46,059	47,125	48,166	49,300	50,286
Hourly	20.53	21.01	21.49	21.97	22.49	22.94
<b>Firefighter/EMT</b>						
Annual	47,168	48,213	49,279	50,323	51,456	52,485
Hourly	21.51	21.99	22.48	22.95	23.47	23.94
<b>Lieutenant</b>						
Annual	51,428	52,622	53,840	55,030	56,326	57,452
Hourly	23.46	24.00	24.56	25.10	25.69	26.21
<b>Lieutenant/EMT</b>						
Annual	53,890	55,083	56,302	57,494	58,788	59,964
Hourly	24.58	25.12	25.68	26.22	26.81	27.35
<b>Fire Captain</b>						
Annual	58,756	60,120	61,513	62,871	64,352	65,639
Hourly	26.80	27.42	28.06	28.68	29.35	29.94
<b>Fire Captain/EMT</b>						
Annual	61,569	62,933	64,325	65,686	67,165	68,508
Hourly	28.08	28.71	29.34	29.96	30.64	31.25

**APPENDIX "A" - FIRE SALARY SCHEDULE  
(continued)**

**FY12 (7/1/11 – 6/30/12)**

	<b>MIN</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>MAX</b>
<b>Firefighter</b>					
Annual	46,520	47,596	48,648	49,793	51,764
Hourly	21.22	21.71	22.19	22.71	23.61
<b>Firefighter/EMT</b>					
Annual	48,695	49,772	50,826	51,971	54,028
Hourly	22.21	22.70	23.18	23.71	24.64
<b>Lieutenant</b>					
Annual	53,148	54,379	55,580	56,889	59,141
Hourly	24.24	24.80	25.35	25.95	26.98
<b>Lieutenant/EMT</b>					
Annual	55,634	56,865	58,069	59,376	61,726
Hourly	25.38	25.94	26.49	27.08	28.15
<b>Fire Captain</b>					
Annual	60,721	62,128	63,500	64,996	67,568
Hourly	27.70	28.34	28.96	29.65	30.82
<b>Fire Captain/EMT</b>					
Annual	63,562	64,968	66,343	67,837	70,522
Hourly	28.99	29.63	30.26	30.94	32.17

SINGLE RATED - (applicable for each year of this contract):

- Fire Prevention Officer                   \$800 per year
- Fire Alarm Superintendent               \$800 per year
- Master Mechanic                           \$800 per year
- Fire Dept. Training Officer               \$800 per year
- Emergency Med. Tech. Coord             \$800 per year
- Fire Alarm Foreman                       \$800 per year
- Technology Coordinator                  \$800 per year

NOTE: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 42 hours per week. Overtime pay is calculated by multiplying 1.5 times these hourly rates.

7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/09

## **APPENDIX "B" DRESS UNIFORM**

### **OFFICERS:**

Double breasted, Blouse and Trousers, Blue Whipcord  
White Shirt  
Black Tie  
Black Leather Belt  
Black Stockings  
Black Leather Footwear, Plain Toe, No Buckles  
Cap (Short Visor) White, May 1 to October 31  
Cap (Short Visor) Blue, November 1 to April 30

### **PRIVATEES:**

Double breasted, Blouse and Trousers, Blue Whipcord  
Blue Shirt  
Black Tie  
Black Leather Belt  
Black Stockings  
Black Leather Footwear, Plain Toe, No Buckles  
Cap (Short Visor) Blue

## **WORK UNIFORM**

### **OFFICERS:**

Shirt, (3) Long Sleeve and (3) Short Sleeve, as designated by the Department  
(3) Pants - Navy Blue  
Black Belt  
Black Stockings  
Black Leather Footwear, Plain Toe, No Buckles  
Blue Cardigan Sweater  
Cap (Short Visor) White, May 1 to October 31;  
Blue, remainder time

### **PRIVATEES:**

Blue Shirt, (3) Long Sleeve and (3) Short Sleeve, as furnished by the Department  
(3) Blue Pants, as furnished by the Department  
Black Leather Belt  
Black Stockings  
Black Leather Footwear, Plain Toe, No Buckles  
Blue Cardigan Sweater

7/1/03

**APPENDIX "C"**

**DEDUCTION CARDS**

**INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS**

I hereby authorize the Town of Sudbury to deduct the sum of \$\_\_\_\_\_ from my check or pay from my earnings each month and pay this in cash or check to the Treasurer of Local 2023 International Association of Fire-Fighters. This authorization shall remain in effect unless termination of my employment or unless terminated by me upon sixty-days written notice to the Union in advance.

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE'S NAME (PRINT) \_\_\_\_\_ DEPT. \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TOWN \_\_\_\_\_

**Appendix "D"**  
**Sudbury Fire Department**  
**Performance Review and Professional Development Process**

**Purpose of Process**

The Sudbury Fire Department has undertaken a performance review and professional development program in order to improve its efficiency and operating effectiveness by:

- Providing a performance review process and tools for individual members and their supervising officers.
- Providing a tool for identifying strengths and weaknesses and developing plans based on these areas.
- Providing a means for setting realistic goals and objectives related to professional development consistent with those of the department.
- Providing a formal method for communication and feedback between member, supervising officer, and the administration, thus encouraging effective ongoing communication.

**Standards of Performance—Rating Guide**

<b>Rating</b>	<b>Member Performance</b>	<b>Level of Required Supervision</b>
Not Applicable (N/A)	This category does not apply to the position being evaluated.	
Fails	Member does not satisfy the job requirements in this area and requires frequent direction and supervision even on routine assignments.	Member warrants significant improvement within a specified time period to be determined, and requires close supervision or separation if plans for progress are not successful.
Needs to Improve	Member does not perform to the standards in this area of job requirements. He/she needs improvement in this area to fully satisfy the job requirements.	Member requires more than normal supervision.
Meets	Member consistently fulfills and occasionally may exceed the job requirements of this area of responsibility.	Member performs in a timely and accurate manner under normal direction or supervision.
Exceeds	Member frequently exceeds job requirements in this area of responsibility even on assignments of above average complexity and whose performance is better than the majority of his/her peers.	Member consistently works with minimum supervision or direction.

**Key Terms and Abbreviations**

M-Member

S-Supervising Officer

Short-term Goal-An activity that can be completed in under a year

Long-term Goal-An activity that will take longer than a year to complete

**General Directions:**

Member completes first.

- Check a rating to the left of the dotted line (marked "M") for each area. The only exception is Communications, in which you would provide a rating for Reports separately from Radios.
- If you have a question about any of the sub categories (for example, Portable extinguishers), circle that sub-category and refer to it in your comments.
- Complete the **Member's Comments and Suggestions** portion of the worksheet.
- Give the worksheets to your Supervising Officer for Completion on or before the requested date.

Supervising Officer completes after the Member.

- Refer to the Process Map for next steps in order to complete the categories section of the worksheet in the same manner as the Member.
- Complete the general Comments sections and the Supervising Officer's Recommendations and Overall Performance Summary section.
- Meet with Member

Member's Name \_\_\_\_\_  
 Position \_\_\_\_\_ Date \_\_\_\_\_

**Job Skills and Knowledge**

Area	N/A		Fails		Needs Improvement		Meets		Exceeds	
	M	S	M	S	M	S	M	S	M	S
Fire Behavior and Suppression <ul style="list-style-type: none"> <li>• Fire cause and spread</li> <li>• Building construction characteristics</li> <li>• Portable extinguishers</li> <li>• Firefighter Tools and equipment</li> <li>• Forcible entry</li> <li>• Ladders</li> <li>• Search and rescue</li> <li>• Ventilation</li> <li>• Water supply</li> <li>• Hose, nozzle streams, and foam</li> <li>• Salvage and overhaul</li> <li>• Automatic systems</li> <li>•</li> </ul>										
Wildland and Ground Fire Suppression <ul style="list-style-type: none"> <li>• Fire Behavior</li> <li>• Vehicle and Equipment Operation</li> <li>•</li> </ul>										
Firefighter Survival <ul style="list-style-type: none"> <li>• PPE, SCBA Practices</li> <li>• Firefighter rehabilitation</li> <li>•</li> </ul>										
Incident Management <ul style="list-style-type: none"> <li>• Response and size-up</li> <li>• Command structure/unified command</li> <li>• County ICS</li> <li>•</li> </ul>										
Communications <ul style="list-style-type: none"> <li>• Radios               <ul style="list-style-type: none"> <li>○ Follows radio practices and procedures as defined by County ICS</li> <li>○ Understands dispatch function and basic operation</li> </ul> </li> <li>• Reports               <ul style="list-style-type: none"> <li>○ Completes reports in clear, timely, accurate, and thorough manner using required forms and technology</li> </ul> </li> <li>•</li> </ul>										
Technical Rescue (High Angle, Water, structural collapse, confined spaces, trench) <ul style="list-style-type: none"> <li>• Understand department equipment and personal limitations</li> <li>• Supports technical specialists involved in rescue</li> <li>•</li> </ul>										



Area	N/A		Fails		Needs Improvement		Meets		Exceeds	
	M	S	M	S	M	S	M	S	M	S
<b>Hazardous Materials</b> <ul style="list-style-type: none"> <li>Recognizes, identifies, and evaluates hazards in emergency situations</li> <li>Follows recommended hazard guidelines for control and containment</li> <li>Performs emergency operations in support of specialists</li> <li></li> </ul>										
<b>Vehicle Operations</b> <ul style="list-style-type: none"> <li>Complies with Massachusetts General Laws and general operational guidelines</li> <li>Properly and safely operates vehicle and equipment</li> <li></li> </ul>										
<b>Vehicle Extrication</b>										
<b>EMS</b> <ul style="list-style-type: none"> <li>Patient Interaction</li> <li>Respects patient privacy and dignity</li> <li>Patient Assessment, Care, and Handling per MA State protocol</li> <li></li> </ul>										
<b>Fire Prevention</b> <ul style="list-style-type: none"> <li>Pre-incident planning</li> <li>Fire prevention and public education</li> <li></li> </ul>										

**Comments on Special Strengths or Areas for Improvement in Job Skills and Knowledge:**

**Work Style and Approach**

Area	N/A		Fails		Needs Improvement		Meets		Exceeds	
	M	S	M	S	M	S	M	S	M	S
Follows chain of command										
Follows documented/established procedures										
Stays within protocols										
Operates in safe manner for self and team at all times										
Operates and maintains apparatus and equipment properly										
Wears personal protective gear as required										
Wears and properly maintains appropriate station clothing										
Understands and follows rules & regulations of the Sudbury Fire Department (example, punctuality, dress, attendance)										
Arrives and leaves work on time										
Follows directions from Supervising Officers										
Completes tasks in timely manner and reports progress as appropriate										
Demonstrates initiative										
Demonstrates reasonable care for cost control										
Completes tasks in thorough and accurate manner										
Communicates issues and concerns in a timely manner										
Cooperates with fellow Members										
Contributes to the professional development of the organization										
Represents the fire department in a professional manner										
Demonstrates creativity and initiative in addressing daily activities and challenges										
Has positive attitude										
Works towards improving esprit de corps										
Communicates clearly and accurately and fosters two-way communication										
Handles personnel effectively—identifies and addresses concerns										
Delegates work effectively										
Assigns and reviews work clearly and consistently										

<p>LEADERSHIP for SUPERVISORS – ability to handle pressure, make decisions, show functional judgment, responsibility and accountability for actions. Establishes measurable and achievable expectations, ensures clarity and understanding of communications and commitment to end results. Solicits input from own and other functional areas by involving others in decision making and problem solving, Recognizes and encourages people to always achieve assigned tasks. Fosters collaboration between people both in and outside of the dept. Demonstrates highly effective interpersonal skills and sound judgment under all conditions. Counsels and disciplines with fairness and consistency. Effectively resolves conflict between people. Develops people and builds on individual strengths. Always treats others with respect and trust. Perseveres through adversity.</p>					
	Failed to Meet Expectations	Met Some Expectations	Met All Expectations	Exceeded Expectations	Far Exceeded Expectations
Overall Evaluation:					

**Comments on Special Strengths or Areas for Improvement in Work Style and Approach:**

**Member's Comments and Suggestions**

**Supervising Officer's Recommendations and Overall Performance Summary**

I have met, read and discussed this performance review and development plan with my Supervising Officer and I understand its contents. I understand that this document will be permanently part of my personnel file. I understand that, if I disagree with the contents of these worksheets, I have 48 hours to submit my written concerns as part of an appeals process.

---

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

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Supervising Officer's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Reviewing Officer's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Chief's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Development Plan**

**First Area for Improvement or Growth (in Job Skills and Knowledge)**

**Goal**—Make it SMART: Specific, Measurable, Achievable, Realistic, Time-bound

**Activities to Reach Goal (Specify short- or long-term)**

Activity	Completion Date	Resource(s) Needed

**Second Area for Improvement or Growth (in Work Style and Approach)**

**Goal**—Make it SMART: Specific, Measurable, Achievable, Realistic, Time-bound

**Activities to Reach Goal (Specify short- or long-term)**

Activity	Completion Date	Resource(s) Needed

**Third Area for Improvement or Growth (in Job Skills and Knowledge or Work Style and Approach)**

**Goal**—Make it SMART: Specific, Measurable, Achievable, Realistic, Time-bound

**Activities to Reach Goal (Specify short- or long-term)**

Activity	Completion Date	Resource(s) Needed