

**AGREEMENT**

**BETWEEN**

**THE TOWN OF SUDBURY**

**AND**

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

**JULY 1, 2015 – JUNE 30, 2018**

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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.

Employees will be permitted to substitute or exchange time with qualified employees of equal rank (i.e. Firefighter/EMT; Firefighter/Paramedic; Fire Officer) within the Department. Substitution will be permitted when approved by the officer on duty and the Chief, if available. All substitutions

or exchanges must be recorded and must be paid back within twelve (12) months of being taken. Under no circumstances will the Town be liable for paying overtime to compensate for the inability of a member to repay his swap time, unless approved by the Chief.

7/1/88; 7/1/00; 7/1/06; 7/1/15

## 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 by the Chief or an officer in the Chief's absence 15 minutes beyond his regular tour of duty, shall be paid according to the following schedule:

An employee who is held 15 minutes beyond the end of a scheduled shift, an overtime shift, or time swap that is less than ten (10) hours shall be compensated with two (2) hours of overtime pay to the next full hour, and any overtime worked in excess of the first two hours and 15 minutes shall be compensated for the next full hour, and so on. An employee who is held 15 minutes beyond the end of a scheduled shift, an overtime shift, or a time swap that is ten (10) or more hours shall be granted a minimum of three (3) hours overtime pay, and any overtime worked in excess of three (3) hours and 15 minutes shall be compensated for the next full hour, and so on. When an employee is held over due to his relief being more than 15 minutes late the two (2) hour overtime compensation above shall be reduced to one (1) hour and the three (3) hour overtime compensation above shall be reduced to two (2) hours.

An employee who is off duty and responding to a call back or who works a short shift that does not run concurrently with another shift, shall be granted a minimum of three (3) hours pay. Call back overtime worked in excess of three hours shall be compensated for the next full hour, and so on. 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; 7/1/15

## 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 7/1/15, all steps on the salary schedule shall be increased by one percent (1%).

Effective 1/1/16, all steps on the salary schedule shall be increased by one percent (1%).

Effective 7/1/16, all steps on the salary schedule shall be increased by two percent (2%);

Effective 7/1/17, ALL STEPS on the salary schedule shall be increased by two percent (2 %); all TOP STEPS shall be increased by an additional two percent (2%); and then ALL STEPS shall be increased by an additional one percent (1%).

Effective 6/30/2018, at 11:59pm so that there shall be no financial impact in fiscal year 2018, all steps on the salary schedule shall be increased by one percent (1%).

Fifth Step: In exchange for the Union's agreements to the ALS-Combined Dispatch MOA (March 2013), the parties agree to the establishment of a new top-step. The new top step shall be \$400 (\$412 with 3% COLA) above the current top step effective 7/1/12; however this additional step will not take effect in the paychecks until 10/1/12. Effective 7/1/13 \$100 will be added to this new maximum step.

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>	<u>Step 5</u>
Six Months	One Year	Two Years	Three Years	Four 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).

Section 5 (a). All bargaining unit members agree to enroll in Direct Deposit. Paper paychecks will be issued only in special circumstances, such as an employee's first and last paycheck with the Town.

7/1/90; 7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/09; 7/1/12; 7/1/15

## 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 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 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:

Retirement Date  
July 1 - August 31  
September 1 - January 31  
February 1 - June 30

Vacation Entitlement  
48 hours  
120 hours  
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 1<sup>st</sup> 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. Health Insurance Contribution Rates shall be as follows:

- a) Employees hired prior to July 1, 2009 shall contribute toward the premium in accordance with the following schedule (note the three employees who were hired between July 1, 2009 and the ratification of MOA for FY10 to FY 12 CBA (as referred to in said MOA) shall be considered "grandfathered" at the following contribution percentage split) :

	<u>Town Percentage</u>	<u>Employee Percentage</u>
HMO:	80%	20%
POS/PPO/Indemnity:	65%	35%

- b) All other employees hired on or after July 1, 2009 shall contribute toward the health insurance premiums as follows:

	<u>Town Percentage</u>	<u>Employee Percentage</u>
HMO:	70%	30%
POS/PPO/Indemnity:	55%	45%

- c) The cap on the non-reimbursed Flexible Spending Account will be allowed to the maximum allowed by IRS Regulations, **BUT** not to exceed a maximum of \$5,000.
- d) Blue Cross/Blue Shield's Master Dental, or its equivalent, 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 described in Section 2 shall satisfy the Town's obligations under the terms of the parties' existing collective bargaining agreement.

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-arbitration procedure.

7/1/86; 7/1/94; 7/1/97; 7/1/09, 7/1/12

**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.
- C. Effective 7/1/15, the combined Clothing/Cleaning allowance shall be increased by \$50.00 per year for the duration of the 2015-2018 contract. By the last day of the agreement, all members agree to be in compliance with the new uniform policy (see Appendix B). Further, the parties agree to establish a committee made up of two (2) individuals selected by management and two (2) members selected by the Union. The purpose of the committee will be to decide on a logo for the uniform. The parties agree that there will be no reference to the Union or the Union logo anywhere on the uniform.

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; 7/1/15

## 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.

Section 9. Effective 7/1/2015, the Town shall establish a meter maintenance position and a fire investigator position.

Section 10. Effective 7/1/2015, stipends for speciality positions established under Article XXXI, including the new above-referenced positions, shall increase from \$800 to \$925.

Effective 7/1/2016, stipends for speciality positions established under Article XXXI shall increase from \$925 to \$1000.

Effective 7/1/2017, stipends for speciality positions established under Article XXXI shall increase from \$1000 to \$1200.

7/1/88; 7/1/97, 7/1/00; 7/1/15

### **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 three-hour increments with the understanding that time off can be in one-hour increments after the initial three-hour minimum.

7/1/88; 7/1/94; 7/1/97; 7/1/15

## 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. Upon achieving a passing grade in a promotional examination, candidates shall be awarded one half of a point for each full year of employment as a

Firefighter or Fire Officer in the Sudbury Fire Department up to a maximum of five (5) points. In addition, candidates shall be awarded additional points for educational degrees that qualify under the Firefighter Career Incentive Plan in Article XXIV as follows. Attainment of a Master's Degree will add five (5) points to the final promotional exam score, attainment of a Bachelor's Degree will add four (4) points, and attainment of an Associate's Degree will add two (2) points. For clarification, these points will only be added for completed degrees that qualify under the above mentioned Firefighter Career Incentive Program, not simply for semester credits.

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 ten (10) years continuous service or (2) nine (9) 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 six (6) years of continuous service or (2) five (5) 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; 7/1/12; 7/1/15

**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  
HUMANITARIAN LEAVE**

The parties agree that in the event of a disaster outside the Town of Sudbury where conditions warrant the need for significant humanitarian aid, the Chief in his discretion may approve the request of employee (s) for leave to assist victims of the disaster. Any request for leave shall specify the requested duration. Decisions made by the Chief under this article shall be neither grievable nor arbitrable.

If a request for Humanitarian Leave is approved the employee shall receive the employee's normal weekly pay. If either FEMA or other supervising local agency requests that an employee work overtime, then the employee shall be compensated for such overtime provided that the employee has

sought and received overtime approval from the Chief. Employees on Humanitarian Leave shall be covered by the provisions of MGL c. 41 Section 111F when providing Humanitarian Leave work.

Employees on Humanitarian Leave shall not be entitled to any other reimbursement or compensation and shall promptly sign over to the Town any amount, pay or reimbursement received by any third party related to the Humanitarian Leave services.

7/1/12

## ARTICLE XLII ADVANCED LIFE SUPPORT (ALS) - PARAMEDICS

These items in this Article will commence when Sudbury begins to run an ALS service using the Sudbury Fire Dept. Personnel.

1. Town and Union agree to a paramedic pay differential of \$4200 when the Town begins to run a licensed paramedic ambulance. This differential includes teaching the ALS/BLS Interface Training Class (referred to in item #6) to the EMT-B's. This may require teaching more than one class in a fiscal year.

Town will create a classification called EMT-P and add \$4200 to each step of the base pay for an EMT-B to create the wage schedule for this EMT-P classification.  
(This includes FF EMT-P, Lieutenant EMT-P, and Captain EMT-P.)

2. The Town reserves the right to determine the number of paramedics serving on the department.

a. Employees who wish to become trained to the EMT-Paramedic level shall notify the Chief of Department in writing by October 15<sup>th</sup> to be considered for the next eligible fiscal year after FY12. Selection of qualified EMT-Bs for EMT-P training shall be by seniority with approval by the Chief of Department. If the Chief passes over a senior EMT-B who has expressed an interest in pursuing EMT-P, the Chief shall, on request of the passed over candidate, provide a written reason as to why the candidate was passed over. The Town's selection of employees for Paramedic training shall be final and shall not be subject to the Grievance and Arbitration procedure.

b. The candidate selected will attend a Massachusetts accredited training program selected by the Chief of Department.

c. Employees attending Paramedic School shall receive a one-time only Education Incentive of \$6,000 to be paid in installments as stated in "d". This incentive is to be paid in lieu of weekly overtime, mileage, and travel expenses. If available a department vehicle will be made available for employees to use to and from training, at discretion of Chief.

d. Once the Paramedic candidate has completed the classroom training with a passing grade the candidate will be paid \$2,000 of the \$6,000 Education Incentive payment. Once the Paramedic candidate completes the clinical program with a passing grade, he will be paid \$2,000 of the Education Incentive payment. Upon the Paramedic candidate's achievement of

OEMS Paramedic Certification and upon passing a paramedic simulation lab functional skills exam with the approval of the Medical Control Director, the final \$2,000 Education Incentive payment will be made.

e. The Town will pay for all required (as determined by the Chief and the Medical Control Director) costs, fees, and training materials including, but not limited to: Tuition, books, uniforms, parking fees, lab materials, and clinical internship costs. This is based upon attendance at a Massachusetts accredited program.

f. When the employee's regularly scheduled shift conflicts with the training program requirements the employee will be granted time off from duty to attend training including reasonable travel time, at no cost to the employee.

g. Upon successful completion of the required training any employee receiving any EMT-P payments under this section shall agree to maintain their EMT-P certification and privileges for a minimum of ten (10) consecutive years. If the employee does not maintain certification for ten (10) years, the employee will reimburse the Town for the costs of tuition and the Educational Incentive on a Pro Rated basis for the months that he does not maintain certification. If the employee is unable to perform the essential functions of the job due to health related issues (verified in writing by a physician), he will not be required to reimburse the Town. The Fire Chief shall have authority to waive this requirement for reimbursement, with the approval of the Town Manager, at his sole discretion without any right of grievance, if he determines that circumstances warrant.

A Statement of Commitment to train within the confines of the program must be signed by any employee attending the program prior to funding that employee's training. Employees hired as EMT-Paramedics shall be required to maintain that certification as a condition of continued employment with the Town so long as the Town provides an ALS program.

The Town and Union will mutually agree on language of the statement of commitment.

3. The Town agrees to pay the cost of tuition, fees and training materials associated with any re-certification requirements for paramedics per OEMS and/or the Medical Control Director. The Town will continue the current practice of providing "Con Ed" hours and CPR Recertification on duty. All Re-certification hours required per OEMS and/or the Medical Control Director as well as M&M rounds, remedial training or other required training attended while off-duty will be compensated at time and one half. Overtime hours will require Chief's approval. EMT-B's will be expected to participate in any in-house training for EMT-P's if the training is held during the EMT-B's regularly scheduled hours.

**4. Town will create a new Special Position of Emergency Medical Services (EMS) Coordinator.**

Town agrees to \$2,000 stipend with a job description to be developed by the Chief of Department and ALS committee. This person must be a paramedic.

**5. Town will create a new Special Position of Equipment/Supplies/Recertification Coordinator.**

Town agrees to this logistical position \$1,200 stipend with a job description to be developed by the Chief of Department and ALS committee. This person must be a paramedic.

6. In Year 2, (no earlier than FY 14), and for each year thereafter, the Town will pay a \$300 ALS-BLS Interface Training Stipend to each EMT-B upon completing of an ALS/BLS Interface Training class. It is understood between the parties that all EMT-B personnel must complete the training, therefore it may be required that an EMT- P teach more than one class in a fiscal year. In no case will any member receive more than one \$300 Interface Training stipend in a fiscal year. The Town expects this training to take place during an employee's regularly scheduled shift; no overtime will be paid for the specific purpose of teaching or taking the class. Each EMT-P must teach this course as a requirement of their pay differential referred to in Item #1.

If an EMT-B becomes an EMT-P, he/.she will no longer receive this \$300 Training stipend; however he/she will be required to teach this class as part of the requirement of the pay differential referred to in Item #1.

In Year 2, (no earlier than FY 14), and for each year thereafter, before November 1st, the EMS Coordinator (special position in #4) shall provide a written list to the Chief listing all EMT-P personnel who have taught and all EMT-B personnel who have completed the Paramedic/Basic Interface Training Class that is required in order for EMT-B's to receive the \$300 stipend. Anyone who has not completed the class by November 1st will not receive the ALS-BLS Interface Training Stipend for that fiscal year. The Stipend will be paid to all eligible currently employed EMT-B personnel in the 1st paycheck in December of the same fiscal year in which the above requirements were completed.

Curriculum for the class will be based on the Office of Emergency Medical Services Administrative Requirement 2-26, effective November 10, 2010.

**7. INFECTIOUS/COMMUNICABLE DISEASE**

Employees who have a documented exposure to an infectious/communicable disease may have the infectious/communicable disease designated as an injury in the line of duty, in accordance with this article.

It is the goal of the Town of Sudbury to adequately protect all members of the Fire Department from risk of transmission of communicable diseases, not only during emergency incidents but also in all work environments. The Town recognizes the potential for exposure of its members to communicable diseases in the performance of their duties; such exposure could manifest itself at the time of exposure or some future date. This provision shall apply to contagious diseases, which may in general result from any exposures to blood and other bodily fluids of the sick/deceased including all Hepatitis, tuberculosis, HIV/AIDS, Meningitis or any other similar infectious/contagious diseases listed with the U.S. Center for Disease Control and which occur on duty. Employees will take all reasonable precautions to avoid exposure to infectious diseases. The Town will take reasonable precautions and maintain Injury/Accident reports on behalf of its employees for incidents arising from disease and exposure for which the Town is properly and promptly notified.

#### Exposure to Infectious/Communicable Disease

Any employee who suspects he/she may have been exposed to an infectious disease while on duty must report the incident to the Fire Chief no later than 36 hours of the suspected exposure or within 24 hours of receiving notification from a medical professional of said exposure. If the employee fails to comply with this requirement, the employee waives the right to claim that the exposure occurred on duty.

Upon the advice of a physician, the Fire Chief or his designee will require the employee to be tested and/or evaluated by a medical physician (including any retesting and/or re-evaluation). In the event it is determined that a test for infectious/communicable disease is warranted the only information the Town shall be provided from the results of any such test shall be whether or not the employee tested positive or negative for the identified infectious or communicable disease. If the employee refuses to be tested and/or evaluated, the employee will have waived both verification under this Agreement that the exposure or infection occurred in the line of duty, and the right to claim that this particular exposure occurred in the line of duty. The Town will reimburse the employee for any costs incurred with the testing.

#### Infectious/Communicable Disease Training

With the on-going concern toward the spread of infectious disease, the Employer agrees to provide training and equipment, in accordance with applicable laws, rules, and regulations pertaining to emergency health care providers, to prevent employees from being exposed to these diseases.

The employees agree that they will participate in the training, use the equipment and follow training protocols.

#### Infectious/Communicable Disease Immunizations

The Town will make available Hepatitis B and Tetanus vaccine to all Firefighters.

To the extent that Hepatitis B and Tetanus vaccines are covered by the employees' health insurance, the employee shall submit the vaccination claim/cost to the employee's health insurance provider and the Town will reimburse the employee for their cost for the injections.

#### **8. ALS Program Discontinued**

If the Town discontinues the ALS Program described in this agreement, all affected employees will revert back to the prior conditions of employment and be subject to the current contract language and compensation schedules existing at the time ALS is discontinued. Anyone who was hired as a Paramedic with the condition of employment of continuing their Paramedic status will no longer be required to do so if the Town is no longer running the ALS program referred to in this Article, and will become an EMT - B. EMT -B's will be required to continue their status as an EMT-B. It will be the sole decision of the Town to continue or discontinue the ALS Program described in this agreement.

#### **9. Third Party ALS**

The Town retains the right to enter into such ALS back-up agreements as may be required by OEMS or advantageous to the Town of Sudbury.

#### **10. Letter of Support**

The union will provide a letter of support to OEMS within 72 hours of both parties approving the ALS Memorandum of Agreement.

11. The parties agree that an essential component of the ALS Program is having two paramedics on duty. The parties agree that "Paramedic" shall be considered a distinct rank. Accordingly, when the decision is made to fill a shift with overtime the Town may call in a Paramedic whenever a Paramedic is absent for any reason."

7/1/12

### ARTICLE XLIII REDUCTIONS IN FORCE AND RECALL

In the event of any employee reductions members with the least department seniority will be laid off first.

#### Recall

For a period of twenty-four (24) months following lay-off by the Town, should the Town desire to hire additional employees, laid off employees shall be recalled prior to appointment of any new personnel. Recall shall be in order of the employee with the highest level of seniority recalled first. Notice shall be via certified mail to the employee's last known address. Employees are responsible to keep the Department informed as to their current address. A recalled employee shall notify the Fire Chief within fourteen (14) calendar days of recall of his/her intention to accept the assignment. Recall rights will be deemed waived after this fourteen (14) day period. Employees must be available to work within thirty (30) days of receiving notice in order to be eligible for recall.

Employees on lay-off shall not accrue seniority nor, shall any employee lose any seniority already earned prior to the layoff.

Employees on lay-off who wish to be Recalled are responsible to maintain their licenses and certifications held prior to the layoff.

7/1/12

### ARTICLE XLIV COMBINED DISPATCH

The parties acknowledge that the Town has implemented combined dispatch services located at the Police Station and staffed on a regular basis by civilians. The Union by executing this agreement waives any and all possible claims it may have had concerning the implementation and/or impact the implementation of combined dispatch has or may have in the future. This waiver includes but is not limited to any claim for lost overtime and/or so-called light duty opportunities. Further, the Union agrees to withdraw with prejudice the grievance it filed concerning combined dispatch. The Town shall provide Dispatch Training to the six individuals who have indicated a willingness to undergo and commence said training with the understanding that they will accept a reasonable number of shift opportunities after completing training. Additional training opportunities after these six shall be at the discretion of the Town.



7/1/12

**ARTICLE XLV  
DURATION OF AGREEMENT**

Section 1. The duration of this Agreement shall be from July 1, 2015 through June 30, 2018. 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.

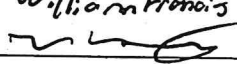
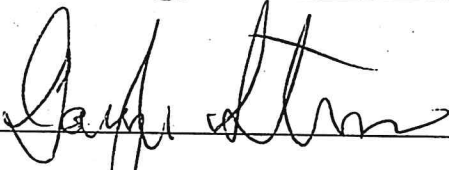

Section 3. NO STRIKE CLAUSE. It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of himself or by any other employee.

Signed this date: 10/12/17

FOR THE TOWN OF SUDBURY

LOCAL 2023 NEGOTIATION COMMITTEE

  
\_\_\_\_\_  
Melissa Murphy-Rodrigues, Esq.  
Town Manager

*William Francis*  
 *President*  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/09; 7/1/12; 7/1/15

**APPENDIX "A"  
FIRE SALARY SCHEDULE**

FIRE - FY16						
All steps increased by 1%						
Effective 07/01/15						
	MIN	Step 1	Step 2	Step 3	Step 4	MAX
<b>Firefighter</b>						
Annual	50,597	51,768	52,911	54,156	56,300	57,120
Hourly	23.08	23.61	24.13	24.70	25.68	26.05
<b>Firefighter/EMT-8</b>						
Annual	52,962	54,134	55,280	56,525	58,763	59,594
Hourly	24.16	24.69	25.21	25.78	26.80	27.18
<b>FireFighter/EMT-P</b>						
Annual	57,289	58,461	59,607	60,851	63,090	63,942
Hourly	26.13	26.67	27.19	27.76	28.78	29.17
<b>Lieutenant</b>						
Annual	57,805	59,144	60,451	61,875	64,324	65,259
Hourly	26.37	26.98	27.57	28.22	29.34	29.77
<b>Lieutenant/EMT-8</b>						
Annual	60,510	61,848	63,157	64,579	67,135	68,086
Hourly	27.60	28.21	28.81	29.46	30.62	31.06
<b>Lieutenant/EMT-P</b>						
Annual	65,453	66,791	68,101	69,523	72,080	73,054
Hourly	29.85	30.46	31.06	31.71	32.88	33.32
<b>Fire Captain</b>						
Annual	66,043	67,573	69,065	70,692	73,490	74,559
Hourly	30.12	30.82	31.50	32.24	33.52	34.01
<b>Fire Captain/EMT-8</b>						
Annual	69,132	70,662	72,156	73,782	76,702	77,789
Hourly	31.53	32.23	32.91	33.65	34.99	35.48
<b>Fire Captain/EMT-P</b>						
Annual	74,780	76,309	77,806	79,430	82,351	83,465
Hourly	34.11	34.81	35.49	36.23	37.56	38.07

**Single Rated:**

Call Firefighter	\$250 annual stipend and Step 1 Firefighter hourly rate above	Fire Investigator
\$925/year		\$925/year
Fire Alarm Superintendent		\$925/year
Master Mechanic		\$925/year
Technology Coordinator		\$925/year
Fire Department Training Officer		\$925/year
Emergency Medical Tech. Coord.		\$925/year
Fire Alarm Foreman		\$925/year
Meter Maintenance		\$925/year
Equipment/Supplies/Recert Coordinator		\$1,200/year
EMS Coordinator		\$2,000/year

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

<b>FIRE - FY16</b>						
<b>All steps increased by 1%</b>						
<b>Effective 01/01/16</b>						
	<b>MIN</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>MAX</b>
<b>Firefighter</b>						
Annual	51,103	52,286	53,440	54,698	56,863	57,691
Hourly	23.31	23.85	24.38	24.95	25.94	26.31
<b>Firefighter/EMT-B</b>						
Annual	53,492	54,675	55,833	57,090	59,351	60,190
Hourly	24.40	24.94	25.47	26.04	27.07	27.45
<b>FireFighter/EMT-P</b>						
Annual	57,862	59,046	60,203	61,460	63,721	64,581
Hourly	26.39	26.93	27.46	28.03	29.06	29.46
<b>Lieutenant</b>						
Annual	58,383	59,735	61,056	62,494	64,967	65,912
Hourly	26.63	27.25	27.85	28.50	29.63	30.06
<b>Lieutenant/EMT-B</b>						
Annual	61,115	62,466	63,789	65,225	67,806	68,767
Hourly	27.88	28.49	29.10	29.75	30.93	31.37
<b>Lieutenant/EMT-P</b>						
Annual	66,108	67,459	68,782	70,218	72,801	73,785
Hourly	30.15	30.77	31.37	32.03	33.21	33.65
<b>Fire Captain</b>						
Annual	66,703	68,249	69,756	71,399	74,225	75,305
Hourly	30.42	31.13	31.82	32.57	33.86	34.35
<b>Fire Captain/EMT-B</b>						
Annual	69,823	71,369	72,878	74,520	77,469	78,567
Hourly	31.85	32.55	33.24	33.99	35.34	35.84
<b>Fire Captain/EMT-P</b>						
Annual	75,528	77,072	78,584	80,224	83,175	84,300
Hourly	34.45	35.15	35.84	36.59	37.94	38.45

	<b>Single Rated:</b>
Call Firefighter	\$250 annual stipend and Step 1 Firefighter hourly rate above
Fire Investigator	\$925/year
Fire Prevention Officer	\$925/year
Fire Alarm Superintendent	\$925/year
Master Mechanic	\$925/year
Technology Coordinator	\$925/year
Fire Department Training Officer	\$925/year
Emergency Medical Tech. Coord.	\$925/year
Fire Alarm Foreman	\$925/year
Meter Maintenance	\$925/year
Equipment/Supplies/Recert Coordinator	\$1,200/year
EMS Coordinator	\$2,000/year

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

FIRE - FY17						
All steps increased by 2%						
Effective 07/01/16						
	MIN	Step 1	Step 2	Step 3	Step4	MAX
Firefighter						
Annual	52,125	53,332	54,509	55,792	58,000	58,845
Hourly	23.78	24.33	24.86	25.45	26.46	26.84
Firefighter/EMT-B						
Annual	54,562	55,769	56,950	58,232	60,538	61,394
Hourly	24.89	25.44	25.98	26.56	27.61	28.00
FireFighter/EMT-P						
Annual	59,019	60,227	61,407	62,689	64,995	65,873
Hourly	26.92	27.47	28.01	28.59	29.65	30.05
Lieutenant						
Annual	59,551	60,930	62,277	63,744	66,266	67,230
Hourly	27.16	27.79	28.41	29.08	30.23	30.67
Lieutenant/EMT-B						
Annual	62,337	63,715	65,065	66,530	69,162	70,142
Hourly	28.43	29.06	29.68	30.35	31.55	31.99
Lieutenant/EMT-P						
Annual	67,430	68,808	70,158	71,622	74,257	75,261
Hourly	30.76	31.38	32.00	32.67	33.87	34.33
Fire Captain						
Annual	68,037	69,614	71,151	72,827	75,710	76,811
Hourly	31.03	31.75	32.45	33.22	34.53	35.04
Fire Captain/EMT-B						
Annual	71,219	72,796	74,336	76,010	79,018	80,138
Hourly	32.48	33.20	33.91	34.67	36.04	36.55
Fire Captain/EMT-P						
Annual	77,039	78,613	80,156	81,828	84,839	85,986
Hourly	35.14	35.86	36.56	37.32	38.70	39.22

**Single Rated:**

Call Firefighter	\$250 annual stipend and Step 1 Firefighter hourly rate above
Fire Investigator	\$1000/year
Fire Prevention Officer	\$1000/year
Fire Alarm Superintendent	\$1000/year
Master Mechanic	\$1000/year
Technology Coordinator	\$1000/year
Fire Department Training Officer	\$1000/year
Emergency Medical Tech. Coord.	\$1000/year
Fire Alarm Foreman	\$1000/year
Meter Maintenance	\$1000/year
Equipment/Supplies/Recert Coordinator	\$1,200/year
EMS Coordinator	\$2,000/year

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

FIRE - FY18						
Used Agreement A FY18 salaries & increased Top Steps by 2%, then increased All Steps 1%						
Effective 07/01/17						
	MIN	Step 1	Step 2	Step 3	Step4	MAX
<b>Firefighter</b>						
Annual	53,700	54,943	56,155	57,477	59,752	61,834
Hourly	24.49	25.06	25.61	26.22	27.25	28.20
<b>Firefighter/EMT-B</b>						
Annual	56,210	57,453	58,670	59,991	62,366	64,513
Hourly	25.64	26.21	26.76	27.36	28.45	29.43
<b>FireFighter/EMT-P</b>						
Annual	60,801	62,046	63,261	64,582	66,958	69,219
Hourly	27.73	28.30	28.85	29.46	30.54	31.57
<b>Lieutenant</b>						
Annual	61,349	62,770	64,158	65,669	68,267	70,646
Hourly	27.98	28.63	29.26	29.95	31.14	32.22
<b>Lieutenant/EMT-B</b>						
Annual	64,220	65,639	67,030	68,540	71,250	73,706
Hourly	29.29	29.94	30.57	31.26	32.50	33.62
<b>Lieutenant/EMT-P</b>						
Annual	69,467	70,886	72,277	73,785	76,499	79,084
Hourly	31.69	32.33	32.97	33.65	34.89	36.07
<b>Fire Captain</b>						
Annual	70,092	71,716	73,300	75,027	77,996	80,713
Hourly	31.97	32.71	33.43	34.22	35.58	36.81
<b>Fire Captain/EMT-B</b>						
Annual	73,369	74,995	76,581	78,305	81,404	84,210
Hourly	33.47	34.21	34.93	35.72	37.13	38.41
<b>Fire Captain/EMT-P</b>						
Annual	79,366	80,987	82,577	84,300	87,401	90,355
Hourly	36.20	36.94	37.66	38.45	39.87	41.21

	Single Rated:
Call Firefighter	\$250 annual stipend and Step 1 Firefighter hourly rate above
Fire Investigator	\$1,200/year
Fire Prevention Officer	\$1,200/year
Fire Alarm Superintendent	\$1,200/year
Master Mechanic	\$1,200/year
Technology Coordinator	\$1,200/year
Fire Department Training Officer	\$1,200/year
Emergency Medical Tech. Coord.	\$1,200/year
Fire Alarm Foreman	\$1,200/year
Meter Maintenance	\$1,200/year
Equipment/Supplies/Recert Coordinator	\$1,200/year
EMS Coordinator	\$2,000/year

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

FIRE - FY18						
All steps increased by 1%						
Effective 11:59pm on 06/30/18 - No financial Impact to FY18						
	MIN	Step 1	Step 2	Step 3	Step4	MAX
<b>Firefighter</b>						
Annual	54,237	55,492	56,717	58,052	60,350	62,452
Hourly	24.74	25.31	25.87	26.48	27.53	28.49
<b>Firefighter/EMT-B</b>						
Annual	56,772	58,028	59,257	60,591	62,990	65,158
Hourly	25.89	26.47	27.03	27.64	28.73	29.72
<b>FireFighter/EMT-P</b>						
Annual	61,409	62,666	63,894	65,228	67,628	69,911
Hourly	28.01	28.58	29.14	29.75	30.85	31.89
<b>Lieutenant</b>						
Annual	61,962	63,398	64,800	66,326	68,950	71,352
Hourly	28.26	28.92	29.56	30.25	31.45	32.55
<b>Lieutenant/EMT-B</b>						
Annual	64,862	66,295	67,700	69,225	71,963	74,443
Hourly	29.58	30.24	30.88	31.57	32.82	33.95
<b>Lieutenant/EMT-P</b>						
Annual	70,161	71,595	73,000	74,523	77,264	79,875
Hourly	32.00	32.66	33.30	33.99	35.24	36.42
<b>Fire Captain</b>						
Annual	70,793	72,433	74,033	75,777	78,776	81,520
Hourly	32.29	33.04	33.77	34.56	35.93	37.18
<b>Fire Captain/EMT-B</b>						
Annual	74,103	75,745	77,347	79,088	82,218	85,052
Hourly	33.80	34.55	35.28	36.07	37.50	38.79
<b>Fire Captain/EMT-P</b>						
Annual	80,160	81,797	83,403	85,143	88,275	91,259
Hourly	36.56	37.31	38.04	38.84	40.26	41.63

**Single Rated:**

Call Firefighter	\$250 annual stipend and Step 1 Firefighter hourly rate above
Fire Investigator	\$1,200/year
Fire Prevention Officer	\$1,200/year
Fire Alarm Superintendent	\$1,200/year
Master Mechanic	\$1,200/year
Technology Coordinator	\$1,200/year
Fire Department Training Officer	\$1,200/year
Emergency Medical Tech. Coord.	\$1,200/year
Fire Alarm Foreman	\$1,200/year
Meter Maintenance	\$1,200/year
Equipment/Supplies/Recert Coordinator	\$1,200/year
EMS Coordinator	\$2,000/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; 7/1/12; 7/1/15

## APPENDIX "B" UNIFORMS

**Purpose:** To provide a standard for attire for all department members pursuant to their activities.

**Scope:** Proper dress is important for safety, public image, work place morale, and general order. The Sudbury Fire Department desires to establish reasonable dress and grooming codes that take into consideration such factors as the nature of the job, exposure to the public, expectation of the public, professional image, and various safety and personal needs of the members. All members will be dressed for duty wearing the applicable uniform listed below.

**General:** There are three classes of uniform worn by the Sudbury Fire Department.

- a. Class A: Dress Uniform
- b. Class B: Button down shirt/navy blue long pants or multi-pocket EMS pants
- c. Class C: Polo style shirt/navy blue pants or six pocket EMS pants.

### Class A

**Jacket:** Navy blue double breasted button coat with Sudbury Fire Department patch on left shoulder, one inch from shoulder seam. Department issued coat badge to be worn on the left. Collar insignia representing rank.

- a. Chief: gold buttons and 5 gold stripes on each lower sleeve
- b. Line Officers: silver buttons  
and stripes Captain: two  
stripes on each lower  
sleeve Lieutenant: one  
stripe on each lower sleeve
- c. Firefighters: silver buttons.

**Shirt: Officers –** White, long sleeve with epaulets and breast pockets. Sudbury Fire Department Patch on left sleeve, one inch from shoulder seam. Department issued shirt badge to be worn on the left. Collar insignia representing rank. Shirts shall be tucked in at all times.

**Shirt: Firefighters –** Light blue, long sleeve with epaulets and breast pockets. Sudbury Fire Department. patch on left sleeve, one inch from shoulder seam. Department issued shirt badge to be worn on left.

Shirts shall be

tucked in at all

times. Pants: Navy

blue to match



jacket.

Tie: Black

Undershirt: White with no applied designs. Belt: Black with a plain silver buckle

Dress Cap: Firefighters Bell Cap

- a. Chief: White Cap, gold cap band and buttons
- b. Line Officers: White Cap, silver cap band and buttons
- c. Firefighters: Blue Cap with black cap band and buttons

Footwear: Black shoes or boots of polishable leather or patent leather. Black or navy blue socks shall be worn if wearing shoes.

### Class B

Shirt: Button down long or short sleeve with epaulets and breast pockets. Shirts shall be tucked in at all times.

- a. Chief – White shirts
- b. Line Officers and Firefighters – Navy Blue shirts

Pants: Navy blue plain front or multi-pocket EMS pants may be worn

Badge: Department issued badge above the left pocket

Patches: To the shirt the following patches may be applied.

- a. Sudbury Fire Department patch on the left shoulder one inch down from shoulder seam. State approved EMT patch with certification level on right sleeve, one inch down from shoulder seam

Belt: Black

Footwear: Black shoes or boots with navy blue, black, or white socks.

Hat: Navy blue baseball style cap may be worn with department approved Sudbury Fire Department emblem.

### Class C Uniform

Shirt: Collared Polo Shirt with Maltese cross as approved by the Chief on the left front. No other emblems shall be embroidered on the shirt. This shirt may be long or short sleeve. Shirts shall be tucked in at all times.

Pants: navy blue plain front or multi-pocket EMS pants may be worn

Belt: Black with a plain silver buckle

Footwear: Black shoes or boots with navy blue, black, or white socks.

Hat: Navy blue baseball style cap may be worn with department approved Sudbury Fire Department emblem.

#### Tee Shirts

- a. Tee shirts with silk screened logo as approved by the Chief may be worn without a Class B or Golf shirt when wearing turnout gear, provided the member has their Class B or golf shirt with them on the apparatus.
- b. Under certain circumstances, the Shift Commander may allow members of the shift to wear a uniform that does not include a Class B or collared polo shirt. For example, excessive heat, members performing maintenance work, during exercise periods, or similar, or when out of view from the general public. Shirts shall be tucked in at all times.

#### Sweatshirts

- a. Sweatshirts may be worn on duty and will be of a design and silk screened logo as approved by the Chief. Previous versions or unapproved designs shall not be worn.
- b. Sweatshirts will be navy blue for line officers and firefighters. They may either be collared "job shirt" style or crew neck. Crew neck sweatshirts will be worn with a collared shirt, i.e., Class B or golf shirt, underneath.

7/1/03; 7/1/15

**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**

Rating	Member Performance	Level of Required Supervision
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

\_\_\_\_\_  
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

*Office of the Town Manager*

Side Letter of Agreement  
To Contract between Town of Sudbury  
and Local 2023, Sudbury Permanent  
Fire-Fighters Association

It is agreed that a joint Labor Management Committee will be established to meet periodically to discuss matters of mutual concern including, but not limited to, promotional procedures and light duty.

Dated: \_\_\_\_\_

TOWN OF SUDBURY

LOCAL 2023

\_\_\_\_\_  
Steven L. Ledoux, Town Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Office of the Town Manager*

Side Letter of Agreement  
To Contract between Town of Sudbury  
and Local 2023, Sudbury Permanent  
Fire-Fighters Association

This will confirm agreement of the parties that the grievance procedure which shall be followed in the matter of the Grievance of Robert Albee, dated May 23, 1997, concerning Sick Leave Buyback, is to be the procedure provided under the new contract commencing July 1, 1997.

Dated: \_\_\_\_\_

TOWN OF SUDBURY

LOCAL 2023

\_\_\_\_\_  
Steven L. Ledoux, Town Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Side Letter of Agreement  
Between the Town of Sudbury and  
The Sudbury Permanent Fire-Fighters Association,  
Local 2023 International Association of Fire-Fighters, AFL-CIO**

This Side Letter of Agreement is entered into on this \_\_\_ day of March, 2010, by and between the Town of Sudbury (Town) and the Sudbury Permanent Fire-Fighters Association, Local 2023 International Association of Fire-Fighters, AFL-CIO (Union).

**WHEREAS** the Town and the Union have completed negotiations for a successor collective bargaining agreement for the period of July 1, 2009 through June 30, 2012; and

**WHEREAS** among the negotiated additions to the collective bargaining agreement was a new Section 7 to Article IV relating to the use of call firefighters; and

**WHEREAS** at the time of the negotiation of this language, Harold Cutler was the sole call firefighter employed by the Town; and

**WHEREAS** Harold Cutler has been utilized by the Town to provide supplemental firefighter services and has often responded to Signal 1 and box alarms; and

**WHEREAS** the Town and the Union do not intend to change in any way the manner in which Cutler is utilized during the remainder of this time as a call firefighter employed by the Town, regardless of the newly negotiated additions to the collective bargaining agreement.

**Now therefore**, and consistent with these understandings, the Town and the Union agree as follows:

1. The language appearing as Section 7 of Article IV of the collective bargaining agreement between the Parties shall not limit Harold Cutler's ability to respond to Signal 1 or box alarms and shall be inapplicable to him. The Town is free to continue to utilize Mr. Cutler as it has in the past and prior to the addition of this language to the collective bargaining agreement. Such continued use of Mr. Cutler in this manner shall not be a violation of the collective bargaining agreement, including the newly added Section 7.
2. The terms of this Side Letter of Agreement shall only be applicable to Mr. Cutler and shall not be applicable to any other call firefighter hired by the Town in the future.
3. This Side Letter of Agreement shall expire upon the retirement of Harold Cutler or at such other time as his employment as a call firefighter with the Town of Sudbury ends.
4. This Side Letter of Agreement is not precedent setting.

This Side Letter of Agreement is subject to ratification by the Town and ratification by the Union.

For the Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_