

AGREEMENT
BETWEEN
TOWN OF STOUGHTON
AND THE
LOCAL 1512
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
A.F.L. - C.I.O.

EFFECTIVE JULY 1, 2023 - JUNE 30, 2026

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Effective July 1, 2023 - June 30, 2026

ARTICLE I

Section 1. Recognition

The Town of Stoughton through its agent under the Town of Stoughton Charter and in accordance with Massachusetts General Laws, Chapter 150E, recognizes Local 1512, I.A.F.F., AFL-CIO, as the sole and exclusive bargaining agent for all full time professional firefighters of the Fire Department, excluding the Fire Chief. The parties expressly agree that the town may hire a civilian dispatcher, which position shall not be included within the bargaining unit.

Non-Civil Service, non-Union Assistant Fire Chief to positions excluded from bargaining unit. Number of Fire Officers in the bargaining unit to remain at sixteen (16) per existing CBA language with the distribution of Officer positions in the various ranks to be as determined by the Fire Chief. Parties agree that the net result of the addition of Assistant Fire Chief will be one (1) less Firefighter position.

Should the Town create and fill an Assistant Chief position, the Union agrees that said position shall be excluded from the Local 1512 bargaining unit and shall be exempt from unionizing under G.L. c. 150E. Such agreement on the part of the Union is subject to and shall continue only so long as the Town maintains, at a minimum, the current complement of sixteen (16) Fire Officers.

Assistant Fire Chief vacancy shall be posted internally for a period of fourteen (14) calendar days prior to advertising the position externally. Any current bargaining unit employee who desires to apply for the position shall do so in writing. The primary standard for recruitment and hiring for the position shall be qualifications, performance and experience. Should the Town Manager determine in his/her sole discretion that the qualifications, performance and experience of two (2) or more candidates are equal, preference will be given to the candidate that is a member of the bargaining unit. In the event there is more than one such bargaining unit member, preference will be given to the most senior of those bargaining unit members.

Section 2.

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.

Section 3. Union Security

- (a) There shall be no discipline or discharge except for just cause. The Town shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, age or union a activities.**
- (b) Service Fee - All members of the bargaining unit are hereby notified that they are subject to the provisions of M.G.L. c. 150E, Section 5, as amended by Chapter 73 of the Acts of 2019.**
- (c) Check-Off of Dues - The Town will deduct from the pay of each employee for whom the Town Treasurer has received an appropriate check-off authorization executed by the employee, union dues, an initiation fee, or assessment. The Town will remit the aggregate amount of such deductions to the Union within thirty (30) days from when it is deducted.**
- (d) The Union shall indemnify and save the Town harmless against any claim, demand suit or other form of liability that may arise out of or by reason of, action taken by the Town at the request of the Union for the purpose of complying with section b and c of this section.**

Section 4. Time Off - Union Business

All employees covered by this Agreement who are officers of Local 1512, or who are appointed by Local 1512 as members of said Local's collective bargaining negotiations team not to exceed three (3) shall be allowed time off for local official union business, negotiations or conferences with the Town Administration, Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time, subject to prior approval of the Chief of the Department.

Two authorized representatives shall be allowed reasonable time off without loss of pay to attend the International Convention of the International Association of Firefighters A.F.L. - C.I.O., GCC, and meetings of the Professional Firefighters of Massachusetts and two authorized representatives shall be allowed reasonable time off without loss of pay to attend the State convention of the Professional Firefighters of Massachusetts subject to prior approval of the Chief of the Department.

In the event the Chief denies a union leave request, he shall state the reason for the denial. Union leave shall not be denied by reason of replacement of overtime considerations unless, including the time requested, the total union leave man-days granted in a fiscal year exceeds fifteen (15).

Section 5. No Individual Agreements

The employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement.

Section 6. Access to Information

Upon request by the Association, the Town shall make available any information relevant to negotiations, enforcing the collective bargaining agreement or processing grievances.

Section 7. Employee Files

- (a) No material relating to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.
- (b) The employee shall have the right to answer any material filed and to include the answer within the file.
- (c) The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of the material in it.
- (d) An employee may have information removed from his file by use of the grievance procedure on the grounds that the information in his file is improper, incorrect or irrelevant to the employment relationship.
- (e) The Town shall not reveal information in employees files to anyone outside the management of the Town except:
 - 1. Matters of public record
 - 2. Records subpoenaed by law
 - 3. Those things consented to by the employees

Section 8. Union Meetings and Notices

The Union shall be allowed to use the premises of the Fire Station for its meetings. Bulletin board space will be available to the Union in the station.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1.

It is understood and agreed by all parties concerned that this Agreement notwithstanding all items contained herein are subject to recommendation by the Selectboard and funding by action of Town Meeting(s).

Section 2.

The Town Manager reserves the right to hire and fire and otherwise act in all personnel matters consistent with Civil Service procedure, town by-law and personnel regulations and the Town of Stoughton Charter, so long as not in conflict with this agreement.

Section 3.

The Town retains the right through its appointed boards and commissions to select and hire all its employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline or discharge employees; to subcontract work; to assign supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required due to lack of work or curtailment of work; to make reasonable rules and regulations which do not conflict with the provisions of this Agreement and generally to control and supervise the Town's operations and municipal affairs without hindrance and interference.

Section 4.

Whenever the suspension, dismissal, removal or termination of an employee is subject to review by the Contributory Retirement Board or by the Civil Service Commission, the action may be grieved to the extent the grievance alleges a violation of this agreement and it may be submitted to arbitration, if the employee elects in writing that arbitration shall be the exclusive means of resolving the grievance.

ARTICLE III

Section 1. Legal Status of Agreement

- (a) This entire agreement is subject to the mandatory provisions of Chapter 31 of the General Laws.
- (b) The provisions of this Agreement take precedence over any conflicting ordinance, rule or by-law of the Town and over any conflicting statute which the General Laws authorize such an agreement to take precedence over. Should any provisions of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.
- (c) "No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto."
- (d) "The failure of the Employer 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 Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect."

Section 2. Working Out of Grade

(a) Employees who work in a higher grade for two (2) consecutive hours shall be paid at the rate of the higher grade at which they worked for all such time worked.

(b) An Acting Officer will be appointed to fill any verified in writing vacancy which is expected to go beyond forty-five (45) days, for example, but not limited to; extended sick, FMLA, military deployment, IOD, etc.

Section 3. Skills Development

Newly appointed Lieutenants or officers of higher rank shall attend the Massachusetts Fire Academy fire officers' skills development program or a similar such training course.

ARTICLE IV

Section 1. Duties

The duties of the members of the Fire Department shall consist of ems, prevention, control, and extinguishing of fires as outlined in Organization of Department Manual, Article 2, Page 2, Section 6 and 7 of the department regulations which states as follows:

Captains and Lieutenants - Captains and Lieutenants shall assume shift duties as may be assigned to them by superior officers and shall be qualified to assume the duties of the Chief or Deputy Chief in their absence. They shall have a knowledge of the use and care of equipment and shall have a sound functional knowledge of firefighting techniques.

Firefighters - Firefighters shall have a sound functional knowledge of firefighting techniques; shall have the ability to work in a team unit; and shall perform such equipment and quarters maintenance as may be assigned to them by their superior officers.

Section 2. Vacancies

- (a) The Town shall follow Civil Service Regulations when it fills any vacancies in the rank of Firefighter, Lieutenant, Captain and Deputy Chief.
- (b) All new firefighters and those rehired after a five (5) year absence will be sent to and successfully complete a Fire Academy that meets or exceeds pro board certification standards after their (re)appointment. All new firefighters shall be pro board certified as Firefighter I and II with such certification to be paid for by the Town. Following successful graduation from the applicable Academy, a new firefighter must actually perform the duties of his/her position on a full-time basis for a probationary period of one (1) year before said firefighter shall be considered a full-time tenured employee, provided however, if said probationary firefighter is pro board certified as Firefighter I/II, said firefighter shall count toward staffing

Firefighters assigned to the training academy will be reimbursed for travel expenses at the prevailing rate.

- (c) **Fire Academy:** Until new employees have successfully completed recruit training at the Fire Academy and obtained a Firefighter I & II certification they will not be counted toward the staffing required by Article V, Section 2.

Until the new employees have graduated from the Fire Academy and obtained a Firefighter I & II Certification their duties shall consist of EMS as well as the following:

Allow non-firefighter I & II trained firefighters to participate in training approved by the Training Captain and supervised by Shift Officers which does not require Firefighter PPE. Any training requiring Firefighter PPE must be supervised by the Training Captain.

Once precepted by EMS Coordinators, if 2 non-firefighter I & II are scheduled to work on the same shift they may work together as an EMS crew but will not be counted toward the 11 firefighter minimum.

Non-firefighter I & II shall be allowed to assist firefighters in morning equipment checks.

No-firefighter I & II shall be allowed to respond to Fire calls as EMS but must remain in the "Cold Zone".

Non-firefighter I & II's shall not be issued Firefighter PPE nor be allowed in any Hazardous Area, ie; warm/hot zones. Once an area has been deemed a cold zone (Defined as no PPE is necessary) the non-firefighter I & II shall be allowed to tour the scene for training purposes with a Senior Officer.

Section 3. Revision of the Organization of Department Manual

The major revisions of the Organization of Department Manual of the Fire Department of the Town of Stoughton shall be discussed before finalization with the Collective Bargaining Committee of Local 1512.

ARTICLE IV (A)

Section 1. Emergency Medical Service

- a. Only firefighters or firefighter recruits shall be used to satisfy the requirements of Emergency Medical Service on or in association with fire vehicles as long as ambulance service is assigned to the Fire Department. Mutual aid calls are not precluded by this provision.
- b.

ARTICLE V

Section 1. Hours

The regular work week for members of the firefighting units shall be forty-two (42) hours. The normal tour of duty shall be 24 hours; consisting of a 10 hour day shift coupled with a 14 hour night shift.

A day shift shall be ten (10) hours from 8am to 6pm. A night shift shall be fourteen (14) hours from 6pm to 8am.

The normal work cycle shall be a 24-hour tour of duty, 24 hours off duty followed by a 24-hour tour of duty. A 24 on, 24 off, 24 on cycle.

The personnel assigned to Group 0 (Day Shifts) will work shifts of ten (10) working hours per day for four consecutive days on alternating weeks: week 1 – Monday through Thursday and week 2 – Tuesday through Friday. Firefighters will have the option work from 0700 – 1800 hours with one (1) hour for lunch or from 0730 – 1800 hours with one-half (1/2) hour for lunch. This schedule may be modified by mutual consent between the Fire Chief and the Firefighter. Otherwise the routine schedule shall prevail.

When one of the holidays listed in Article VI, Section 5 falls on a weekday, firefighters assigned to Group 0 will normally not be scheduled to work; however, for the week(s) in which the foregoing holidays occur, said firefighter's normal workdays will be rescheduled so they will nonetheless work four (4) work shifts unless on approved leave. The overtime provisions of Article V, Section 5 shall not apply to any ten (10) hour shift rescheduled as a result of the occurrence of a holiday. During any period the new work schedule is in effect, all firefighters so assigned to Group 0 shall receive holiday pay for any week in which a holiday occurs.

Section 2. Manpower Shortage

There shall be a minimum of eleven (11) paid firefighters on duty at all times.

Section 3. Substitutions

Employees may be permitted to substitute time with employees of equal rank so long as there is no overtime cost to the Town as a result of such substitutions, e.g. an EMT may have a non-EMT substitute unless there would be less than three (3) EMT's on the shift involved.

Section 4. Shift Changes

Any shift changes affecting the majority of personnel of the department shall be made January 15th of each year. Individual transfers shall be made for the good of the department or well-being of the personnel. Two week notice shall be given to any member of the department who is to be changed to another shift except in an emergency.

Section 5. Overtime

All hours worked outside the employee's regular work schedule shall be compensated at the overtime rate. Overtime hours shall be distributed in accordance with present practice. Overtime hours shall be paid at 1 1/2 times the employee's regular rate (Hourly rate equals 1/42 of weekly rate).

Employees held overtime for emergency work shall be granted a minimum of one (1) hours pay. All approved overtime worked in excess of one (1) hour shall be compensated to the next quarter hour, i.e. 15 minutes or less=15 minutes; 16-30 minutes=30 minutes; 31-45 minutes=45 minutes; 46-60 minutes=60 minutes; etc..

There shall be a four (4) hour minimum pay for call back, **EXCLUDING BOX ALARMS.** Employees shall receive two (2) hours compensation after working one (1) hour and fifteen (15) minutes on **BOX ALARMS ONLY.**

Box alarms shall be paid bi-weekly consistent with other overtime.

While functioning in the capacity of Acting Chief, the Deputy Chief will not be eligible for overtime or box alarm payments.

Section 6. Court Time

Any town employee who is subpoenaed as a witness to court in connection with his employment with the Town of Stoughton during his regularly scheduled work day or during his vacation leave shall turn over to the Town Treasurer any witness fees received by him for such court appearance. There will be no loss of pay to the employee for the time spent in court. The employee shall submit a voucher to the department head for travel expenses and meals incurred in connection with the court appearance which will be reimbursed to the employee by the Town. Employees subpoenaed while on vacation leave shall receive credit for those vacation days lost due to the court appearance. Any member of the department who is required to appear in court on behalf of the Town while off duty will receive time and one-half. There shall be a minimum of four hours pay. Any witness fees received will be turned over to the Town.

ARTICLE VI

Section 1. Vacation shall consist of a normal work cycle of two (2) 24-hour tours of duty with 24 hours off in between. For the purposes of this paragraph the words "tour of duty" shall mean a ten (10) hour day shift coupled with a fourteen (14) hour night shift for members of the firefighting force. A vacation week shall consist of the normal work cycle as described above, and days off. Vacation for a 24-hour tour of duty will be two (2) vacation "days". Employees may begin a vacation week on either the first day or first night in their regular work cycle. Vacations may be taken one day tour or one night tour at a time with at least 24 hours prior notice and so long as it does not interfere with someone else's full week vacation selection.

Section 2. Vacation Selection

The vacation list shall be posted January 1 to May 30th.

Beginning on January 1, of each year the first two employees with the most seniority shall have ten (10) days to select their first week. Thereafter every ten (10) days the Lieutenant on duty shall notify the next two senior employees until all employees have selected their one week vacation. If an employee does not select his one (1) week vacation within the time allowed, he shall be passed by the employees following him on the seniority list subject to the approval of the Chief.

After all employees have selected the first week of their choice, the first two employees with the most seniority shall have ten (10) days to select their second week. Thereafter every ten (10) days the lieutenant on duty shall notify the next two senior employees until all employees have selected their second week vacation. If an employee does not select his second week within the time allowed, he shall be passed by the employees following him on the seniority list subject to the approval of the Chief.

After all employees have selected the second week of their choice, employees who are entitled to three week vacation shall select their third week in accordance with the procedure set forth for selection of the first and second week.

After all eligible employees have selected the third week of their choice, employees who are entitled to four week vacation shall select their fourth week in accordance with the procedure set forth for selection of the first and second week.

The Chief must be notified in writing two weeks prior to any change. Vacation may be selected for any time during the year, except no vacation may be taken on December 24th night tour of duty or December 25th day and night tour of duty an employee must be called in on overtime to meet the minimum manning provisions of the contract. An individual granted vacation on the December 24th night tour or on the December 25th day or night tours of duty accepts responsibility to see that if the complement on duty drops beneath the minimum, one vacancy caused by illness or other reason is covered at no cost to the Town. If the minimum complement cannot be achieved without cost to the Town, the vacation leave will be canceled.

Personal days, earned days and up to one (1) week of accrued vacation may be utilized by employees in four (4) hour blocks unless the use of such time would result in the staffing level to fall below the minimum contractual level in which case the request will be denied.

Section 2(a)

Any employee who becomes ill for three or more days and because of such illness, loses one or more vacation tours of duty as set forth in Section 1 of this Article, shall be eligible for vacation tours of duty equal to those lost during such illness. Employees claiming loss of vacation time due to illness or disability shall furnish adequate proof of illness or disability before such time shall be credited as sick days. Those tours of duty lost shall be credited as sick days. Those tours of duty returned as vacation time shall be taken at one period and shall not interfere with any regularly scheduled vacation of another man. These provisions

shall not apply in those cases where the employee has failed to take proper precautions to safeguard his own health and well-being.

Section 2(b)

Any employee who is eligible for bereavement leave under Article VII, Section 4 while on vacation shall be eligible for vacation tours of duty equal to those lost during such bereavement leave. Those tours of duty returned as bereavement leave shall be taken at one period and shall not interfere with any regularly scheduled vacation of another man.

Section 3. Seniority

Seniority shall be based on rank: Chief, Deputy Chief, Captain, Lieutenant, Privates. In the event of two or more employees in the same rank, seniority will be based upon years of service. If two or more employees are appointed on the same date to the Fire Department, seniority will be consistent with the names as they appear(ed) on the Civil Service List.

Section 3a.

At no time shall there be more than four (4) firefighters on any combination of scheduled leave. Except for conditions set forth in Article XXI.

Section 4. Vacation - General Laws

Section 111D, Chapter 41 of the General Laws shall apply for 3 and 4 weeks vacation.

Section 4(a)

Any employee with 26 weeks of service with the Town of Stoughton shall be granted one (1) week vacation; after 52 weeks of service employees shall be granted two (2) weeks vacation.

Section 5. Paid Holidays

The following holidays shall be paid holidays for all members of the department:

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

Holiday pay shall be one-fifth (1/5) the employee's weekly salary and shall be paid to each employee over and above his weekly salary whether he works the holiday, is on vacation, injury leave or sick leave. Except for functions necessary for departmental operation, the practice of light duty routine shall apply to Sundays and holidays.

Holiday pay shall be paid on the first pay day in December and the first pay day in June.

Section 6. Uniforms

- a. Firefighters hired on or after July 1, 2020 shall receive an initial uniform issue of the following: three (3) long sleeve Class B collared shirts, three (3) short sleeve Class B collared shirts, four (4) pairs of navy blue medic pants, one (1) reuben sweatshirt, one (1) crewneck sweatshirt, three (3) long sleeve blue t-shirts, three (3) short sleeve blue t-shirts, one (1) red long sleeve shirt, one (1) red short sleeve t-shirt, one (1) uniform baseball cap. The Town will also furnish and replace turn-out gear. Upon completion of their probationary period the Town will provide said firefighters with initial dress uniforms and raincoats with liners. It is expressly understood and agreed that to the extent the Town is required by state and/or federal law to deduct income taxes in connection with the issuance of the foregoing uniform items, said taxes will be deducted by the Town from the firefighter's pay during the pay period that the taxable items are issued to the firefighter.
- b. Effective July 1, 2020, \$850.00 has been added to all non-probationary firefighters' base pay and the annual uniform allowance will no longer be provided. Notwithstanding the elimination of the separate uniform allowance, this provision will be retained by the parties in all future collective bargaining agreements for historical purposes. Firefighters are required to report for duty in a presentable Uniform approved by the department.
- c. It is agreed that the Town shall reimburse employees for work shoes and all other personal equipment destroyed in the line of duty due to no fault of the employee with said reimbursement to be 75% of the original purchase price for items purchased within a year and 50% of the original purchase price for items purchased more than one year prior. The reimbursement rate for eyeglasses shall be 100% regardless of when purchased.
- d. The Town will pay each employee on the first pay day in December \$100.00 for support equipment. Effective July 1, 2017, the Town will pay each employee on the first pay day in December \$200.00 for support equipment. Effective July 1, 2023, the Town will pay each employee on the first pay day in December \$300.00 for support equipment

Section 7. Cleaning Allowance

Firefighters will be given an annual cleaning allowance of \$200. The cleaning allowance will be paid prospectively in the first payroll of each fiscal year. Effective July 1, 2017, firefighters will be given an annual cleaning allowance of \$300.00.

ARTICLE VII

Section 1. Sick Leave

Sick leave shall be earned at the rate of one and one-third (1 1/3) days per month. Sick leave for a 24-hour tour of duty will be two (2) sick "days".

Section 1(a). Doctor's Certificate

Any sick leave of a duration of more than three (3) consecutive work shifts or when the total number of sick shifts used exceeds ten (10) for the year, if the Chief so requests, shall be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave. After any sick leave of a duration of more than three (3) consecutive work shifts, the Chief may in his discretion require a doctor's certificate that states that the employee is released to return to work as a full time professional firefighter of the Stoughton Fire Department. The Chief may in his discretion require a medical examination prior to the payment of sick leave to any employee who reports his/her inability to report for duty because of illness; this required examination shall be at the expense of the Town by a physician designated by the Chief.

Section 1(b) Perfect Attendance and Earned Time

Full time employees with perfect attendance at work in any two consecutive calendar months shall have twelve (12) hours added to their vacation time with a maximum accumulation of seventy-two (72) hours per year. Earned days must be taken individually in the same calendar year they are earned. Any fraction or portion of an earned day (less than twelve (12) hours) may be carried over to the next calendar year. In the event earned time for the month of December increases a fractional day to a full day, then twelve (12) hours may be carried over. Twenty-four (24) hour notice will be given before taking earned time.

In addition to the provisions of Article VI, Section 3(a), "earned time" may be used as vacation time but at no time shall there be more than four (4) firefighters on any combination of time except as provided under Article 21.

Section 2. Sick Leave Buy-Back

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with one hundred and fifty (150) or more unused sick days shall receive fifty dollars (\$50.00) for each accrued but unused sick day the employee has up to a maximum of three hundred fifty (350) days as severance pay upon retirement, death or voluntary (without just cause) termination.

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with seventy-five (75) to one hundred and forty-nine (149) unused sick days shall receive thirty-five dollars (\$35.00) for each accrued but unused sick day the employee has as severance pay upon retirement, death or voluntary (without just cause) termination.

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with less than seventy-five (75) unused sick days shall not be eligible for sick leave buyback in any amount. In the event of the employee's death, payment of the accumulated sick leave shall be made to a beneficiary designated by the employee in writing or, in the absence thereof, to his or her estate.

In the event that an employee dies in the line of duty while employed by the Town, payment for all the employee's unused sick leave regardless of the amount shall be paid to the employee's designated beneficiary or, in the absence thereof, to the employee's estate at the rate of \$75.00 per day without any reduction.

Notwithstanding any provision of the Town's Personnel Bylaw or this Agreement, the foregoing shall be the only sick leave buyback benefits employees are entitled to receive.

Section 3. Limited Duty While on Sick Leave

Employees who are on authorized sick leave and who are certified by a medical doctor as capable of limited duty shall be allowed to work in a limited duty capacity upon the determination of a committee comprised of the Fire Chief, Deputy Fire Chief, Town Manager and representatives of the Bargaining Committee, limited duty assignments will be made to the officers' regular shifts if the injury(ies) allow for such assignments (desk duty, inspections, etc.) without a duplication of these tasks. If the injury(ies) do not allow for assignment to the same shift, the Chief may assign to other shifts.

Section 4. Bereavement Leave

Employees shall be granted up to five (5) consecutive calendar days off without loss of pay upon the death of any of the following relatives:

Parent	Parents-in-law
Spouse	Brothers-in-law
Sibling	Sisters-in-law
Child	Children-in-law
Grandparent	Grandchild
Stepchild	

Employees shall be granted one (1) day leave without loss of pay for the purposes of attending the funeral of the employee's aunt, uncle, niece or nephew.

Section 5. Personal Day

All permanent full-time employees of the department shall be entitled to twenty-four (24) hours a year without loss of pay subject to the prior approval of the Chief and provided the Chief is given at least twenty-four (24) hour notice. No employee may take personal time on Christmas eve, Christmas Day or Christmas night. At no time shall there be more than four (4) firefighters on any combination of time except as provided under Article 21.

Section 6. Family Leave

Massachusetts General Laws, Chapter 149, Section 105D and the Family Medical Leave Act (FMLA) of 1993 and its regulations shall apply to all employees in the bargaining unit. Employees shall be allowed to use accrued sick leave during approved leaves. Additional unpaid leave may be granted, upon the approval of the Fire Chief or Town Manager, if, in the opinion of the Fire Chief or Town Manager, such leave would not affect the nature and level of the department's services.

ARTICLE VIII **WAGES**

Section 1.

The Town and the Union agree that the employees who are parties to this Agreement shall be consist of the following ranks:

Deputy Fire Chief
Fire Captain
Fire Lieutenant
Firefighter

No new Firefighters will be hired into a Firefighter (N) position and the position of Firefighter (N) will be eliminated when the last incumbent Firefighter (N), as of July 1, 2013, leaves the position.

Nothing contained herein shall limit the Town's right to abolish any position or positions, in whole or in part, as a result of economic or other legitimate reasons subject to MGL Chapters 31 and/or 150E.

Effective July 1, 2023 the pay rates and steps set forth in Attachment A hereto shall apply. New firefighters will be assigned to Step 1 for the duration of their probationary period as defined in Article VI, Section 2 (b). Upon successful completion of their probationary period, new Firefighters will automatically advance to Step 2. Advancement to other steps by Firefighters and the other ranks that are set forth in the charts in Attachment A shall be based on years of service within the Stoughton Fire Department.

The rates listed in Attachment A reflect the following cost of living adjustments:

July 1, 2023 – 2%

July 1, 2024 – 2%

July 1, 2025 – 2%

Section 1(a) Day Staff – Group 0

The Town will pay the dues of the Fire Prevention Officer's membership in the professional associations approved by the Chief.

Section 1(b) Fire Alarm Personnel

The Chief shall designate fire alarm personnel. Such personnel shall be paid their regular compensation for such duty including overtime when applicable.

Section 1(c) Arson Investigator

Effective July 1, 2008, the number of Arson Investigators shall be increased to two (2) and the Arson Investigators shall receive an annual premium of \$1,100.00 per year.

Section 1(d) EMT Coordinator

There shall be two (2) EMT Coordinators. Effective July 1, 2007, the compensation shall be \$1,500.00 per year. EMT Coordinators shall be appointed from those applicants with the most effective combination of ability, qualifications, experience and seniority. In the event all other factors are substantially equal, the most senior applicant shall be appointed.

Section 1 (e) SELF-CONTAINED BREATHING APPARATUS Technician

Effective July 1, 2007, the Self-Contained Breathing Apparatus Technician shall receive an annual premium of Thirteen Hundred Dollars (\$1,300).

Section 1(f) Anniversary Date

An employee's anniversary date shall be one (1) year after the date of appointment or one year after the date of the last step increase. Employees shall move to Step 2 as set forth in the compensation scheduled, included as Attachment A, 1 year after the employee's appointment date regardless of the completion of his/her probationary period.

Section 1(g)

Any re-certification training which can be done on-line will satisfy any re-training and re-certification requirements under the CBA. Additionally members may use two (2) sick days annually for approved training which days shall not be considered when calculating earned time eligibility under Article VII, Section 1(b), shall be paid overtime for training approved by the Chief or designee in his or her sole discretion based on operational needs and subject to funding.

Section 1(h)

Effective July 1, 2024, employees who have completed twenty-nine (29) years of service with the Stoughton Fire Department shall receive additional compensation of 3.5% of their applicable salary under Article VIII applied to their base pay.

Section 1 (i)

Effective July 1, 2024, there shall be one (1) EMS Field Training Officer per group. The compensation shall be \$1,500.00 per year. The EMS Field Training Officer shall be appointed from those applicants with the most effective combination of ability, qualifications, experience and seniority as determined by the Fire Chief in his/her

discretion. In the event all other factors are substantially equal, the most senior applicant shall be appointed.

Section 1 (j)

Effective July 1, 2024, there shall be one (1) Fire Field Training Officer per group. The compensation shall be \$1,500.00 per year. The Fire Field Training Officer shall be appointed from those applicants with the most effective combination of ability, qualifications, experience and seniority as determined by the Fire Chief in his/her discretion. In the event all other factors are substantially equal, the most senior applicant shall be appointed.

Section 2 Hazardous Materials Stipend

Effective July 1, 2020, the two and a half percent (2 ½%) hazardous materials stipend has been added to all non-probationary firefighters' base pay and the annual hazardous materials stipend will no longer be provided. Notwithstanding the elimination of the separate hazardous materials stipend, this provision will be retained by the parties in all future collective bargaining agreements for historical purposes.

ARTICLE IX

LONGEVITY

Effective July 1, 2020, the existing longevity benefit will be eliminated and will be replaced with five (5) year, fifteen (15) year and twenty-five (25) year steps on the salary scale with said steps measuring one percent (1%), one and three quarters percent (1.75%) and three percent (3.0%), respectively, higher than the step that precedes it.

Notwithstanding the elimination of the separate longevity benefit, this provision will be retained by the parties in all future collective bargaining agreements for historical purposes.

<u>Years of Full-Time Consecutive</u>	<u>Premium</u>
<u>Employment with the Town</u>	
After 5 years	\$ 450.00
After 10 years	\$ 700.00
After 15 years	\$ 950.00
After 20 years	\$1,500.00
After 25 years	\$2,500.00
After 30 years	\$3,500.00

Effective July 1, 2017, longevity shall be paid as follows:

<u>Years of Full-Time Consecutive</u>	<u>Premium</u>
<u>Employment with the Town</u>	
After 5 years	\$ 450.00
After 10 years	\$ 700.00
After 15 years	\$ 950.00
After 20 years	\$1,800.00
After 25 years	\$2,900.00
After 30 years	\$4,000.00

Longevity shall be paid in the last paycheck in November of every year.

Employees who were grandfathered to receive superlongevity benefits shall be ineligible to receive the 30 year longevity payment above.

ARTICLE X

LIFE, HEALTH AND ACCIDENT INSURANCE

- a. The Town agrees to pay for loss or breakage of false teeth and/or eye glasses broken or lost in the line of duty through no negligence on the part of the employee.
- b. The Town agrees to implement, as quickly as possible a cafeteria plan similar to the "level I" plan described in the Peat Marwick report prepared for the Professional Firefighters of Massachusetts. This cafeteria plan would only allow health insurance premiums paid by the employee to be free of the state and federal taxes.

The Union agrees that upon reasonable notice from the Town, it will meet at reasonable times and at reasonable intervals for the purpose of participating in negotiations with the Town, and at the Town's option with the bargaining representatives of other Town employees, concerning changes to the Town's health and hospitalization plan. Negotiations will include without limitation, changes in plan design, employee contribution rates, co-pays, deductibles and the cost of prescription drugs. By agreeing to this provision, neither party is waiving any rights that it may otherwise have under the terms of the collective bargaining agreement.

- c. The Town agrees to maintain a Line of Duty Death benefit in the amount of \$100,000 (LODD Insurance).

ARTICLE XI

GRIEVANCE PROCEDURE

For the purposes of this Agreement a grievance shall be defined as a complaint between the employer and the Union involving an alleged violation of this Agreement. Grievances shall be processed in the following manner:

Step 1. The Union or the Firefighter shall present either a written or oral grievance to the Fire Chief for adjustment within twenty (20) days of the occurrence or reasonable knowledge of the occurrence giving rise to the grievance. The Chief shall render his decision in writing within ten (10) days of receipt of the grievance.

Step 2. If no satisfactory resolution is reached in Step 1, the Union shall reduce the grievance to writing and present it to the Town Manager with a copy to the Chief within ten (10) days of the Chief's decision in Step 1. The Town Manager shall meet with the representatives of the Union to consider the grievance and he shall respond in writing with this decision within twenty-five (25) days of said meeting.

Step 3. If no satisfactory resolution is reached in Step 2, the Union or the employer may submit the grievance to arbitration pursuant to the Division of Labor Relations or American Arbitration Association within twenty-five (25) days of the decision of the Town Manager.

The arbitrator shall have no power to add to or subtract from or modify any terms of this Agreement.

The cost of the arbitrator shall be borne equally by the parties.

If the Town fails to respond to a grievance within the time limits set forth in any given step of the grievance procedure, the grievance shall be deemed denied at that step and the Union shall have the right to move the grievance to the next step of the grievance procedure.

ARTICLE XII

PRIVATE DETAILS

All employees covered by this Agreement who arrange for private details must not allow such details to interfere with their regular work schedule.

Private details assignment shall be distributed from a rotating list.

Effective July 1, 2023 Agreement, the private detail rate shall be set at the current Deputy Chief Overtime Rate plus \$5.00 per hour.

ARTICLE XIII

Section 1. Educational Incentive

a. The sum of \$1,000.00 shall be added to Account No.124-192, Fire Department in-Service Training Account, to be used to defray the expenses of those members attending approved educational seminars relative to the fire service.

b. Any member shall receive \$100.00 annually for six (6) semester hours of credit earned in a fire science degree program in an accredited institution to a maximum of \$1,500.00 upon receipt of the associate's degree. This shall include new members joining the department who have attained said associate's degree or earned credits toward such associate program.

c. Any member who has earned a Bachelor's degree in Fire Science shall receive \$2,000.00 annually upon receipt of the degree.

Effective July 1, 2017, the benefit for an Associate's and Bachelor's degree shall be increased to \$2,000.00 and \$2,500.00, respectively.

Any member who has attained in excess of 60 semester hours of credit in accordance with paragraph (b) and who desires to continue his education in a fire science degree program shall receive \$100.00 annually for each six (6) semester credits earned in excess of 60 credits in a fire science degree program to a maximum of \$500.00. Payment for credits earned in excess of 60 credits to be in addition to payment received under paragraph (b).

Effective July 1, 2019 the current annual educational incentive amounts for the employees listed in Attachment A hereto shall be increased, as applicable, to the new annual amount that is set forth in said Attachment A. To the extent that said employees have already received in FY20 some or all of the new amount that is listed in Attachment A, they shall only be eligible to receive in FY20 the difference, if any, between the amount already paid to them in FY20 and the new amount listed in Attachment A. Employees who possess multiple degrees are only eligible to receive an educational incentive payment for one degree and may select which qualifying degree they wish to receive payment for.

Effective July 1 2024, any member who has attained a qualifying degree as set forth below shall receive an education incentive in the following amounts NOT to be applied to the member's base salary, and shall be payable in a lump sum in second pay period of July each year:

Associate's Degree 4%

Bachelor's Degree 8%

Master's Degree/PhD 10%

For the employees who are hired on or after October 24, 2019, the list of qualifying degrees for annual educational incentive shall be confined to the following list of eligible degrees: Fire Administration, Public Administration, Business Administration, Management, Nursing, Engineering (Civil, Chemical, Electrical), Building Construction, Associate's in Paramedic Program, Bachelor's degree in Paramedicine and such other degrees as may be added by the Commonwealth to the Human Resources Division's Category 1 definition for Fire Service promotional exams. Employees with multiple degrees are only eligible to receive an educational incentive payment for one degree and may select which qualifying degree they wish to receive payment for.

c. Educational Incentive pay shall be paid the first payroll period in July of the year in which the educational credits are earned. It is the responsibility of the employee to provide documentation each year by June 15th, that they are eligible to receive Educational Incentive pay. Once a degree level has been achieved, this section will not apply.

d. Effective July 1, 2025, any member who has attained Pro Board certification as listed in Attachment B shall receive an annual stipend of \$100, up to a maximum of \$500 per employee, payable in the second pay period in December.

Section 1 (a) EMS Certification

Effective July 1, 2017, the Town shall pay for all EMS recertification fees.

Section 2. Rights, Privileges and Benefits

All other rights, privileges and benefits enjoyed by the employees or employee which are not specifically provided for or abridged in this agreement are subject to arbitration.

ARTICLE XIV

NO STRIKE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown, or withholding of services in the form of a sick-out or otherwise. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike work stoppage, slowdown, withholding of services or sick-out.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage slowdown, withholding of services, or sick-out, the Union shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services, or sick-out, and shall refuse to recognize any picket line established in connection therewith.

Section 3. In consideration of the performance by the Union of this obligation under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

Section 4. Proposed amendments to this Agreement shall be made in writing to each party concerned. Action shall be taken upon said amendments within a reasonable length of time not to exceed thirty (30) days.

ARTICLE XV

SAFETY

Section 1. The Town shall maintain the vehicles, the equipment and the Fire Station in a safe and healthy condition.

ARTICLE XVI

INJURY ON DUTY/LIGHT DUTY

Section 1. Whenever a firefighter is incapacitated for duty because of an injury sustained in the performance of his duty without fault of his own, or a firefighter assigned to special duty by his superior officer, whether or not he is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, he shall be granted leave without loss of pay for the period of such incapacity as herein provided.

Payment shall include only base weekly salary, holiday pay, educational incentive pay, longevity pay, and premium pay subject to the provisions of Section 1(h) of Article VIII.

Section 2. A firefighter so incapacitated for duty because of injury sustained in the performance of his duty shall promptly notify the Chief or such person as the Chief shall designate as to the circumstances of his injury and the extent of his incapacity. Except in unusual circumstances, failure to so notify the Chief or his designee within forty-eight (48) hours from the time the injury occurred will result in disqualification for benefits under this Article. If the firefighter does promptly notify the Chief, the Town agrees it will grant him leave without loss of pay until such time as the Town determines that for whatever reason, it is going to deny his claim. In the event the Town denies the employee's claim, it will forthwith notify the employee of the denial and he may elect to pursue his claim through arbitration or the courts, but not both (there is no waiver of either party's right to seek to vacate an arbitrator's award pursuant to GL c. 150C). If an employee's claim for injury leave is denied, the town may deduct from accrued or future sick leave, the days already paid as injury leave.

Section 3. Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. c. 41, Section 100 or related sections, shall be required, as a condition of eligibility for such reimbursement, to do the following:

- a. provide affirmative evidence of compliance with each required element set forth in Sections 1 and 2;
- b. notify the Chief of any change in medical condition, including, but not limited to, any hospitalization;
- c. provide relevant medical documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates;
- d. provide for billing the Town on a monthly basis or as nearly thereto as possible;
- e. appear voluntarily and promptly for any examination or reexamination by a physician designated by the Town Manager (or appointing authority), Fire Chief, or Fire Chief's designee within the Department;
- f. maintain contact with the Fire Chief during the IOD period to provide updates on the employee's status at the Chief's discretion.

Exacerbation or reappearance of prior symptoms of illness or injury must be processed in accordance with Sections 1, 2 and 3 above notwithstanding any prior determination of eligibility.

Section 4. Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article nor a waiver by the Town of its right to deny paid injured leave.

Section 5. Contagious Disease Presumption

For the purposes of any death, disability or medical services claim under Chapter 41 of the General Laws, any contagious disease, resulting in disability or death to a firefighter, shall, if he or she successfully passed a physical examination on entry into the fire service or subsequent to such entry, which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty, unless it is shown by a preponderance of evidence that non-service connected factors caused such incapacity.

The provisions of this section shall apply to contagious disease which may, in general, result from exposure to blood and other body fluids of the sick, including Hepatitis A, B or C, Tuberculosis, HIV, Anthrax, Meningitis and any other contagious disease which is found by regulation by the commissioner of the department of public health to have a statistically significant correlation with the fire service, but excluding the common cold.

Section 6. Light Duty

The Town's physician may determine an employee is capable of performing light duty under this Article. In the event that the employee's physician and the Town's physician disagree as to the employee's ability to perform light duty, the Union and the Town will arrange for an examination of the officer by a neutral physician appropriately specialized in the field of the injury and selected from the staff of physicians at the Pratt Diagnostic Center or recommended by said Center. Said neutral physician shall examine the employee (and require the employee to be examined such other specialists as he deems appropriate) and shall render an opinion as to whether or not the employee is incapacitated, whether the employee may perform any of the light duty tasks as determined below and the duration of such duties; said neutral physician's determinations as to those matters shall be binding on all parties. If the neutral physician's determination finds that in fact the employee is capable of performing light duty as outlined in this agreement, then as of that date any medical expenses incurred by other medical examinations sought or undergone by the employee will be the responsibility of the employee. Where appropriate, said physician may also be requested to recommend a therapeutic program to facilitate recovery and failure to follow the same will result in disqualification of benefits. At any time following the neutral physician's original determination, the Town or the employee may request the physician to review the continuing status of the officer's incapacity and/or ability to perform light duty tasks. Pending receipt of the neutral physician's determination, the employee shall be granted a leave of absence without loss of pay.

Section 7. This article supersedes any conflicting provisions of M.G.L. c.41, Section 111F and in all other respects incorporates said statute by reference under this Agreement.

Section 8. Disputes under this Article are subject to the grievance and arbitration procedure of this Agreement.

Section 9. No one on injured leave under this Article may engage in any employment of any kind other than for the Town of Stoughton.

Section 10. Light duty tasks include, but are not limited to the following:

- a. Answering telephones
- b. Citizen Assistance
- c. Additional light duty tasks may be assigned as determined by a committee comprised of the Fire Chief, Deputy Fire Chief, Town Manager, and three (3) representatives of the Bargaining Committee. Such assignments may be made only after a written medical opinion is obtained which indicates that the employee's injury(ies) would not prevent him/her from performing such tasks. If in the opinion of the examining doctor, performing such light duty tasks would prolong the rehabilitative process or otherwise seriously increase the risk of further injury, the Chief shall not assign such tasks to the injured employee.

Section 11. The Town agrees to pay all reasonable costs associated with any appropriate examination(s) of an employee by the neutral physician pursuant to the Article.

Section 12. It is agreed that firefighters assigned to perform light duty under this Article not be considered as part of the minimum complement set forth in Article V, Section 2.

Section 13. Unless otherwise specified by the appropriate physician or agreed upon as set forth below, a firefighter on light duty shall be assigned to work a regular shift schedule. Alternative light duty work schedules may be agreed upon by the committee set forth in Section 9(4) above.

ARTICLE XVII

PROMOTIONAL EXAMS

The Town agrees to request Civil Service to conduct promotional examinations every two years. The Town makes no commitments that certain promotional positions will be established or that any vacancies will necessarily be filled. The examinations will be conducted by Civil Service in accordance with their rules and regulations and procedures.

ARTICLE XVIII

Section 1. Duration of Agreement

This contract shall become effective on July 1, 2023. It shall expire on June 30, 2026 if at that time there is a successor agreement effective on July 1, 2026. Otherwise, this contract shall continue in effect beyond June 30, 2026 until such successor contract goes into effect from July 1, 2026 but in no event shall it continue in effect beyond June 30, 2027.

ARTICLE XIX

SUBSTANCE ABUSE

Section 1. Testing Upon Reasonable Suspicion

Whenever the Chief has reasonable suspicion of possible substance abuse, he may require an employee to undergo a screening test. The Chief shall notify both the employee and a union representative that he is ordering the test. Reasonable suspicion is defined as a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties may be impaired. Reasonable suspicion shall be based on information or objective facts obtained by the department and the rational inferences that may be drawn from those facts. The credibility of the sources of information, the reliability of the information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

Section 2. Review Committee

In the event that the individual employee disputes the existence of cause for reasonable suspicion, he or she shall forthwith provide a split urine sample as directed by the Chief and may simultaneously request a review of whether or not cause for reasonable suspicion exists. The split sample shall be held pending the Committee's decision. Such review shall be undertaken within 24 hours of the request by a Review Committee, composed of either the Chief or Deputy Chief and a member selected by the union. If those two members cannot reach a decision, they shall bring in a neutral member to resolve the impasse. The parties shall arrange for a neutral member to be available in accordance with the provisions of this paragraph. The Chief will present evidence of reasonable suspicion to the review committee. The Committee will render a determination within 24 hours of the presentation of the evidence. The determination shall be final, unreviewable, and not subject to grievance and arbitration procedures. If the Committee determines reasonable suspicion exists, then the split sample will be sent to a NIDA approved facility for testing of one part of the sample. If the test results are positive, the employee, at his or her own expense, can have the second part of the split sample sent out for testing to a different NIDA approved facility. If the results are positive again, the results are final. If the second test comes back negative, then the employee is reimbursed the costs of the second test by the Town, his/her personnel file will be expunged of the incident, and the samples are to be destroyed.

Section 3. Testing Protocol

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to existing collective bargaining agreements, where applicable, or according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines, where applicable, and will include a screening test; a confirmation test; the opportunity for a split sample; review by an appropriate appointee or Medical Review Officer, including the opportunity for

employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All drug-testing information will be maintained in separate confidential records.

The substances that will be tested for are, but not limited to: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone, Propoxyphene, and Nicotine.

Testing for the presence of alcohol will be conducted by analysis of breath and blood.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Section 4. Treatment of the Employee

A Firefighter who tests positive shall be provided the opportunity to enroll in a rehabilitation program. The program shall include in-patient treatment medically appropriate, and shall include appropriate outpatient follow-up therapy. The employee shall, for a period of one year after the incident, be subject to random testing with said random testing to be coordinated by the Chief of the Fire department and of the rehabilitation team. If, upon the completion of the rehabilitation program or one year from the original incident, whichever is longer, the employee did not have any further occurrences of substance abuse, references to this incident will be expunged from his/her personnel file.

Section 5. Discipline

Any employee, who tests positive, during the one year random testing period will be subject to a ninety day suspension for the first offense and a 2nd positive test will result in termination.

The Town and the Union mutually commit themselves to implement and support this policy toward the common goal of preserving public safety and the rehabilitation of employees. An employee may be subject to discipline in accordance with the just cause standard where 1) the employee has used, bought, or sold drugs, 2) the employee has violated the terms of the rehabilitation program, or 3) the employee has engaged in other misconduct in conjunction with drug use.

ARTICLE XX

PERFORMANCE EVALUATION COMMITTEE

The parties agree to establish a joint committee whose purpose will be to discuss and develop a performance evaluation process and instrument for members of the bargaining unit. Upon the request of the Town, the Union will designate up to three (3) members of the bargaining unit to serve on such committee. The parties agree that the committee shall

endeavor to complete its task of developing a performance evaluation process and instrument by the expiration of this agreement, i.e. June 30, 2016.

ARTICLE XXI

Whenever there are more than twelve (12) firefighters assigned to a shift, a fifth (5) firefighter will be permitted to be on scheduled leave using vacation time only.

ARTICLE XXIII

FITNESS INCENTIVE

In the spirit of the health and wellness for the Fire Department and the members of Local 1512, the Town shall pay a stipend to each member for the successful completion of a physical fitness test each fiscal year beginning in FY 2025 (July 1, 2024).

Such test will be comprised of the following events utilizing the Cooper Standards of physical fitness: 1.5 mile timed run or bicycle equivalent as agreed by both parties, 1 minute timed sit-ups and 1 minute timed pushups. At no time will a member be required to take part in this test, it shall be voluntary. As the test is entirely voluntary, the members participating agree that they will sign an acknowledgement form prior to participation noting that should they injure themselves from the exertion inherent to a fitness activity, such injury shall not constitute Injury in the Line of Duty and the members shall not qualify for 111F pay or benefits. The qualifying times shall be derived from the table below.

- \$250 stipend – achieving the 50th percentile 1.5 mi run; sit ups; and Push Ups for corresponding age and gender of member
- \$500 stipend – achieving the 80th percentile 1.5 mi run; sit ups; and Push Ups for corresponding age and gender of member
(<https://www.tucsonaz.gov/files/police/CooperStandards.pdf>)

The test shall be administered once per Fiscal Year (July 1 to June 30), on dates to be determined by the Chief or designee. A member may take, or retake, the test on multiple dates per Fiscal Year; however, the member shall be limited to receiving one physical fitness test stipend per Fiscal Year. The time, date and location of the test shall be posted at least 30 days prior to the testing date. The Town will allow a member to take time off, sufficient to participate in the Voluntary test, if he/she is assigned to work at the time of the test.

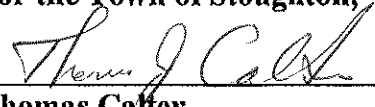
Upon successful completion of the test, the Town shall pay the member the eligible stipend based on their performance within thirty (30) days of completion of the test.

ARTICLE XXIII

The Town and the Union agree to not mandate residency requirements for employment.

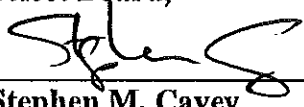
IN WITNESS WHEREOF, the said Town of Stoughton has caused this instrument to be executed and its corporate seal to be affixed by the Select Board, duly authorized by Chapter 150E of Massachusetts General Laws as of this 7th day of May 2023 and the said Local 1512 International Association of Firefighters, AFL-CIO, has caused this instrument to be signed by its President, thereunto duly authorized as of this _____ day of _____ 2023.

For the Town of Stoughton,

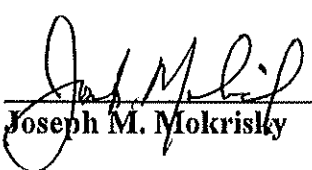

Thomas Catter
Town Manager

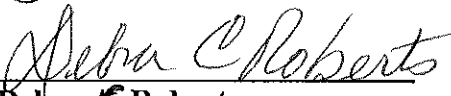
Ratified by:

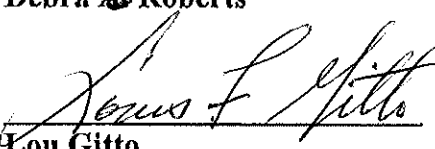
Select Board,


Stephen M. Cavey

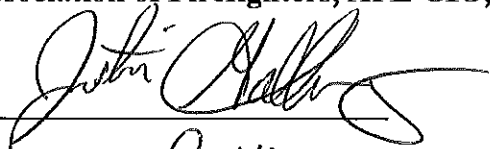

Scott D. Carrara


Joseph M. Mokrisky


Debra C. Roberts


Lou Gitto

For the Union; Local 1512 International Association of Firefighters, AFL-CIO,


Justin Goldberg
President

The *three* events and their standards (*50th* percentile of the Cooper Aerobics Institute's)

One-minute Pushups (dynamic strength)					
Age	20-29	30-39	40-49	50-59	60 +
Male	33	27	21	15	15
Female	18	14	11	**	**

One-minute sit-ups (dynamic strength)					
Age	20-29	30-39	40-49	50-59	60 +
Male	40	36	31	26	20
Female	35	27	22	17	8

1.5-mile run (cardiorespiratory fitness)					
Age	20-29	30-39	40-49	50-59	60 +
Male	11:58	12:25	13:05	14:33	16:19
Female	14:15	15:14	16:13	18:05	20:08

The *three* events and their standards (*80th* percentile of the Cooper Aerobics Institute's)

One-minute Pushups (dynamic strength)					
Age	20-29	30-39	40-49	50-59	60 +
Male	47	39	30	25	23
Female	28	23	15	**	**

One-minute sit-ups (dynamic strength)					
Age	20-29	30-39	40-49	50-59	60 +
Male	47	43	39	35	30
Female	44	35	29	24	17

1.5-mile run (cardiorespiratory fitness)					
Age	20-29	30-39	40-49	50-59	60 +
Male	10:08	10:38	11:09	12:08	13:25
Female	11:56	12:53	13:38	15:14	16:46

Attachment A

FY24 - July 1, 2023 (Reflects 2% COLA)

Firefighter

	Step 1	Step 2 (1 year)	Step 3 (5 years)	Step 4 (15 years)	Step 5 (25 years)
Firefighter - P	\$34.83	\$36.11	\$36.49	\$37.14	\$38.24
Firefighter - B	\$33.26	\$34.41	\$34.77	\$35.37	\$36.43

Lieutenant

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)
Lieutenant - P	\$41.96	\$42.39	\$43.13	\$44.42
Lieutenant - B	\$39.97	\$40.37	\$41.09	\$42.32

Captain

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)
Captain - P	\$46.90	\$47.38	\$48.22	\$49.65
Captain - B	\$44.69	\$45.15	\$45.93	\$47.30

Deputy

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)
Deputy	\$51.19	\$51.71	\$52.60	\$54.19

FY25 - July 1, 2024 (Reflects 2% COLA & added Step at 29 years 3.5% increase)

Firefighter

	Step 1	Step 2 (1 year)	Step 3 (5 years)	Step 4 (15 years)	Step 5 (25 years)	Step 6 (29 years)
Firefighter - P	\$35.52	\$36.83	\$37.22	\$37.88	\$39.00	\$40.36
Firefighter - B	\$33.92	\$35.10	\$35.46	\$36.08	\$37.15	\$38.45

Lieutenant

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)	Step 5 (29 years)
Lieutenant - P	\$42.80	\$43.24	\$43.99	\$45.31	\$46.90
Lieutenant - B	\$40.77	\$41.18	\$41.91	\$43.17	\$44.68

Captain

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)	Step 5 (29 years)
Captain - P	\$47.84	\$48.33	\$49.18	\$50.64	\$52.41
Captain - B	\$45.58	\$46.05	\$46.85	\$48.25	\$49.94

Deputy

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)	Step 5 (29 years)
Deputy	\$52.21	\$52.74	\$53.65	\$55.27	\$57.20

FY26 - July 1, 2025 (Reflects 2% COLA & added Step at 29 years 3.5% increase)

Firefighter

	Step 1	Step 2 (1 year)	Step 3 (5 years)	Step 4 (15 years)	Step 5 (25 years)	Step 6 (29 years)
Firefighter - P	\$36.23	\$37.57	\$37.96	\$38.64	\$39.78	\$41.17
Firefighter - B	\$34.60	\$35.80	\$36.17	\$36.80	\$37.89	\$39.22

Lieutenant

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)	Step 5 (29 years)
Lieutenant - P	\$43.66	\$44.10	\$44.87	\$46.22	\$47.84
Lieutenant - B	\$41.58	\$42.00	\$42.75	\$44.03	\$45.57

Captain

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)	Step 5 (29 years)
Captain - P	\$48.80	\$49.30	\$50.16	\$51.65	\$53.46
Captain - B	\$46.49	\$46.97	\$47.79	\$49.21	\$50.94

Deputy

	Step 1	Step 2 (5 years)	Step 3 (15 years)	Step 4 (25 years)	Step 5 (29 years)
Deputy	\$53.25	\$53.79	\$54.72	\$56.38	\$58.34