

**THE TOWN OF BELCHERTOWN
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 5042, AFL-CIO
COLLECTIVE BARGAINING AGREEMENT**

July 1, 2022 through June 30, 2023

COLLECTIVE BARGAINING AGREEMENT



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PREAMBLE

This Agreement made and entered into on July 1, 2016, between the Town of Belchertown, (hereinafter referred to as “the Town”), and the International Association of Firefighters, Local 5042, AFL-CIO, (the “Union”).

ARTICLE 1 **RECOGNITION**

The Town recognizes the Union as the exclusive bargaining agent for the purposes of establishing hours and other conditions of employment for all permanent full-time Firefighter-EMT’s, Firefighter-Paramedics, Captain-Paramedics, EMT’s, Paramedics and Firefighters employed by the Town of Belchertown, excluding the Fire Chief, any call/volunteer/part-time firefighters, and all confidential, managerial, casual and all other employees of the Town of Belchertown.

ARTICLE 2 **MANAGEMENT RIGHTS**

The Town will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management regarding the operation and direction of the Town in all of its various respects including, but not limited to, the following:

- a. the hiring, appointment and promotion, including the determination of qualifications and requirements for the position or promotion;
- b. the direction, control, and supervision and evaluation of all employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluations;
- c. the determination, interpretation and change of job descriptions;;
- d. the institution of technological changes or the revising of processes, systems or equipment from time-to-time;

- e. the creation and change of shifts, including the establishment and change from time-to-time of shift times and the determination of the number of shifts and the changing of the number of shifts;
- f. the increase, diminishment, change or discontinuation of operations in whole or in part;
- g. the transfer of employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
- h. the assignment of duties and work assignments including the change of duties and work assignments from time-to-time;
- i. the scheduling and enforcement of working hours;
- j. the assignment of shifts and to change the shift assignment from time-to-time;
- k. the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;
- l. the granting and scheduling of leaves;
- m. the discipline, suspension, discharge or demotion of employees, subject to Article 6;
- n. the layoff due to lack of funds or of work, or for any other reason;
- o. the relief of employees due to the incapacity to perform duties for any other reason;
- p. the right to require an alcohol and drug testing subject to Supreme Judicial Court precedent regarding drug testing;
- q. the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time-to-time as the Town deems necessary;
- r. the determination of the style, color, items and standards of the uniform worn or used by employees;
- s. the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;
- t. the determination of the level of services to be provided;
- u. the determination of employee classifications;
- v. the subcontracting of work;
- w. the alteration, addition or elimination of existing methods, equipment facilities or programs;

- x. the determination of the location, organization, number and training of personnel;
- y. the assignment to work sites; including the change of work sites from time-to-time;
- z. the assignment and requirement of overtime; and
- aa. the determination of whether goods should be leased, contracted or purchased, and the Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

During an emergency (e.g., a natural disaster or other catastrophic incident that alters the Town's demand for services rendered by bargaining unit members), the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

ARTICLE 3
UNION DUES

The Town shall, for the duration of this Agreement, deduct regular periodic Union dues each pay period from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Town agrees to remit a list of employees who have such dues deducted along with the payment to the Union Treasurer.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Any changes in the dues schedule shall be submitted to the employer by the Treasurer of the Union, in writing, at least one (1) month prior to the time of deduction.

The voluntary authorization for the deduction specified herein shall be as follows:

Date: _____

To: Town Treasurer

PAYROLL DEDUCTION AUTHORIZATION - DUES

I hereby authorize and direct the Town Treasurer to deduct any membership dues charged against me by the Union from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current weekly amount of such dues to the Town Treasurer by the Treasurer of the Union. Further, I agree that the said Town of Belchertown, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to the Town Treasurer, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Union Treasurer.

Signature

ARTICLE 4
AGENCY SERVICE FEE

Effective the ninetieth day following the beginning of employment, each member of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay an agency service fee during the life of this Agreement to the Union in an amount equal to the cost of contract negotiations and administration, including grievance arbitration.

The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an Employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

Any authorization for deduction shall be on the following form:

Department

Date

To: Town Treasurer

PAYROLL DEDUCTION AUTHORIZATION - AGENCY SERVICE FEE

I hereby authorize and direct the Town Treasurer to deduct the agency service fee charged against me by the Union, from any earnings accumulated to my credit, such deduction to be made upon formal demand and presentation of the current weekly amount of such fee to the Town Treasurer by the Treasurer of the Union. I agree that the Town of Belchertown, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17G.

Signature

This Article shall not apply to any Employee who has authorized the Town Treasurer to deduct Union dues under Article ____ of this Agreement.

No action by the Town shall be considered against any member of the bargaining unit for failure to meet his/her agency service fee obligation unless and until the Union certifies in writing to the Town that said member of the bargaining unit has not met the obligation imposed by this Article.

It is understood by the Town and the Union that the deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.

The Town and the Union agree to share equally the cost of a proceeding to terminate employment as a result of this Article.

ARTICLE 5

NO STRIKE/NO LOCKOUT

No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

During the term of this Agreement, the Town shall not lockout bargaining unit employees. The Town's failure to provide work for economic or operational reasons or as the result of a strike by other employees of the Town will not be deemed a lockout.

ARTICLE 6
PROBATIONARY EMPLOYEE

All employees already possessing a Massachusetts Paramedic Certification and a Firefighter I/II certification, upon initial appointment to a bargaining unit position, shall serve a twelve (12) month probationary period.

Any employee who must obtain either a Massachusetts Paramedic Certification or a Firefighter I/II certification shall be on probationary status from date of hire and throughout the certification process up to and including obtaining the required certification. The twelve (12) month probationary period will begin after all minimum certifications have been obtained.

This probation period can be extended by a period of an additional six (6) months at the discretion of the Fire Chief. If the Fire Chief chooses to extend the probation period of an employee, the employee must be notified in writing prior to the probationary period being extended.

A bargaining unit member separated during the probationary period shall have no recourse to the grievance procedure.

Bargaining unit members who successfully complete the probationary period shall not be disciplined, suspended or discharged except for just cause. The discipline, suspension or discharge of a bargaining unit member shall be subject to the Grievance and Arbitration Article; provided verbal and written reprimands may not be submitted to arbitration.

ARTICLE 7
SENIORITY

For purposes of this Article, "seniority" shall be defined as the length of service in bargaining unit position(s) covered in this Agreement. Seniority shall be established from the first date of full-time employment with the Fire Department. The "seniority list" shall be generated based on a bargaining unit member's first date of employment with the Fire Department in a bargaining unit position and will be posted in the Fire Department's day lounge.

ARTICLE 8
HOURS OF WORK & OVERTIME

The Fire Chief shall establish the work schedules for the Department, subject to the following provisions:

All full-time bargaining unit members shall average 42 hours in a regular workweek over an 8-week period of time on a schedule of 24 hours on duty, followed by 24 hours off duty, followed by 24 hours on duty, and then five 24 hour-tours off. Bargaining unit members assigned to this scheduled shall be paid forty-two (42) hours per week.

Twenty-four hour shifts shall commence at 8:00 a.m. on one calendar day and end at 8:00 a.m. the following calendar day.

All work actually performed by firefighters in the bargaining unit in excess of their regularly scheduled working hours shall be considered overtime work.

- a. All overtime work shall be paid at the rate of time and one-half (1-1/2) the hourly rate.
- b. In computing overtime, the hourly rate shall be the firefighter's hourly rate.

Employees shall be on a 28-day work period for the purposes of the FLSA.

Overtime shall be distributed as fairly and equitably as possible among all qualified employees on a rotating basis according to seniority. If the employee whose name appears at the top of the list does not accept the assignment, the overtime assignment shall be offered to the next employee on the list and so on.

A firefighter who does not accept an overtime opportunity when his/her name is at the top of the rotation shall be placed at the bottom of the rotation.

Bargaining unit members shall not be permitted to be on duty for more than forty-eight (48) consecutive hours, absent extraordinary circumstances, and unless approved by the Fire Chief, or his designee, in his sole discretion.

ARTICLE 9
CALLBACKS / FORCED HOLDOVER

A bargaining unit employee who is called back by his/her supervisor to work after having completed his/her assigned work shift and prior to his/her next regularly scheduled shift shall receive a minimum of three (3) hours pay at the overtime rate of one and one-half their base hourly rate.

Callback pay does not apply when an employee works extra hours that merge into his/her regularly scheduled work shift. Accordingly, callback pay is not available when a bargaining unit employee is called to report to duty before the start of his/her regularly scheduled shift and he/she works until the regular shift commences. Similarly, callback pay is not available when an employee is held over to work after the completion of his/her regular shift.

The Fire Chief may hold anyone on callback for the callback period.

A bargaining unit member will generally only be held over when a bargaining unit employee scheduled to relieve him/her does not report for work on short-notice, i.e., less than 24-hours' notice, the Town determines the shift should be filled and it is not able to obtain another employee to fill the vacancy. A holdover, therefore, is an alternative to requiring another bargaining unit member to work an overtime shift. When holdovers do occur, the bargaining unit member with the least seniority from the previous shift will be held over unless the least senior employee has already worked 48 hours, consecutively, and other employees have not worked 48 hours consecutively. Once a member has been held over they shall not be held over again until all other members have been held over in that group. The 48-hour requirement in Section 8.6 shall not preclude an employee from being held over after 48 hours.

A member shall not be held if they have been granted, prior to the holdover, vacation, personal, union, or compensatory leave, including time off for paramedic school that would conflict with the holdover. In this case the next member eligible will be selected for the holdover.

A member cannot be held if they are working an overtime shift or a shift swap. The holdover would go to the next member on the group.

For the purpose of this article any bargaining unit member who is heldover to cover the following shift or ordered in prior to the start of their own shift shall be paid at a rate of double time of their base hourly rate. This doubletime for holdovers and order-ins will take effect 10/15/2022 and expire on June 30, 2023.

ARTICLE 10
SHIFT SWAPS

Bargaining unit members shall be permitted to exchange a shift or a partial shift (in increments of four (4) hours) within the same pay week or the following pay week , subject to the prior approval of the Fire Chief or his designee. All requests are to be made in writing and approved by the Fire Chief in advance.

The member requesting the shift swap remains responsible for the shift in the event the member who has agreed to swap shifts is unable to report for the shift swap for any reason.

ARTICLE 11
JOB POSTINGS/PROMOTIONAL POSTING

11.1 If the Town determines to make a permanent appointment to a vacancy in the rank above private, which is within the bargaining unit, the Town shall post a notice of said vacancy for two (2) weeks. The Town shall then follow the procedures set forth in this Article in making such appointment.

11.2 The promotional procedures shall be as follows:

- a. Any member of the bargaining unit with more than seven (7) years of actual full-time service with the Belchertown Fire Dept. qualify for the position of Captain.
- b. The Chief shall interview all bargaining unit members who are eligible for promotion and shall appoint the candidate he deems to be most qualified. The Chief may involve other individuals, as advisors, to assist him in selecting a candidate. The final decision shall remain his alone.
- c. The decision of the Chief shall be final and not subject to the grievance and arbitration process; provided the Union may grievance whether the Town complied with the process.
- d. An employee appointed to the position of Captain shall complete and have become certified in the following courses as outlined below:
 - Fire Prevention Basic (Online within 12 Months)
 - Fire Instructor 1 (12 Months)
 - Fire Officer 1 (12 Months)
 - Fire Officer 2 (24 Months)

- ICS-300 (24 Months)

11.3 For non-bargaining unit positions, the Town may use any promotional process it deems appropriate

11.4 The Town shall post any specialty assignments it intends to fill in the day lounge for one (1) calendar week. During this period, any bargaining unit member who wishes to apply shall submit a written statement of interest to the Chief. The Chief shall have the right to assign whoever he determines, in his sole discretion, is the most qualified for the assignment provided the candidate meets the requirements for the assignment. Assignments are not subject to the grievance and arbitration process.

ARTICLE 12
WORKING OUT OF GRADE

In the event of a shift vacancy for an officer (Captain) and an officer cannot be hired, the Chief will be notified and at the discretion of the Chief of the Fire Department the following procedure shall apply in the following order.

A private on their scheduled shift who currently has five (5) or more years on the department, in a bargaining unit position, will be offered the first opportunity to work out of grade as a Captain. If more than one member assigned to the same shift meets these criteria, the private with higher seniority will be offered the first opportunity to work out of grade.

Privates working overtime, working a shift swap, or in any other capacity on the shift will be offered the next opportunity to work out of grade. If no private currently working on shift is eligible for working out of grade, the shift will be offered to off duty privates who meet the eligibility criteria.

If an eligible private is not able to be hired, the off going Captain will be held mandatorily.

No private with less than five (5) years on the department in a bargaining unit position shall be eligible to work out of grade.

The assignment of working out of grade shall be compensated at the pay grade of Captain, matching the current step of the private filling the position, for the hours worked in this capacity only.

ARTICLE 13

WAGES

Bargaining unit members shall be paid in accordance with the Wage Schedule attached hereto as Appendix C. Said Appendix C shall reflect base wage increases as follows:

11.1.i Effective July 1, 2022 3%

All bargaining unit members are eligible for step increases on their anniversary date. Step increases are based upon satisfactory performance as determined by the Fire Chief. Step increases are not considered to be automatic or based upon length of service. If an employee did not receive a step increase on his/her first anniversary date, he/she will be eligible for a step increase six (6) months following his/her anniversary date. This six (6) month review will apply for an increase from Step 1 to Step 2. The employee may then move to Step 3 on his/her second anniversary if the employee's performance warrants it. (A copy of the performance evaluation is attached hereto as Appendix .)

An employee's initial anniversary date will be determined by their first day of employment in a bargaining unit position.

Captains hired on or after January 1, 2017, shall be paid at Grade 9.

ARTICLE 14

LONGEVITY

All full-time bargaining unit members shall be eligible for longevity as follows:

After 10 years of service	\$600
After 15 years of service	\$700
After 20 years of service	\$800

Longevity payments will be made in the first payroll after the employee's anniversary date.

ARTICLE 15
PRIVATE DETAILS

14. The assignment of private details shall be made by the Fire Chief or his designee as follows:

14.1 Bargaining unit members shall have the right of first refusal to fill any available detail.

14.2 Details will be distributed on a rotating basis, based on the department full-time seniority list.

14.3 Details for both Town entities and outside entities must be guaranteed a minimum of four (4) hours of detail pay at the Union detail pay rate. Any detail lasting longer than four (4) hours shall be guaranteed a minimum of eight (8) hours of detail pay. Any detail lasting longer than eight (8) hours shall be paid a minimum of an additional four (4) hours of detail pay.

Any cancellation of a detail must be made no later than two (2) hours prior to the scheduled time of the detail or a minimum of four (4) hours shall be paid.

Effective on the date of the acceptance of this contract the following rate shall be paid for non Town Entities details:

Top Step Firefighter/Paramedic overtime rate.

Effective on the date of the acceptance of this contract the following rate shall be paid for Town Entity details:

The overtime rate of the bargaining unit member filling the detail position.

14.4 Detail Pay sheets shall be submitted on the proper form which may be obtained from the Fire Chief's Office, and shall be paid out when the Town is paid by the Detail vendor.

ARTICLE 16
UNIFORMS

The Town has the unlimited right to determine the uniform to be worn by employees, including, but not limited to the style and color of the uniform. At the start of employment, each full-time employee will be provided with the uniform items as listed in Attachment A.

Effective July 1, 2022, each full-time employee will receive a clothing allowance of \$900.00 per fiscal year to maintain their allotment of uniforms through a purchase order system or other such system as the Town may determine. The Town reserves the right to identify approved vendors where items may

be purchased and for where the Town has established an account. (Current Vendors: Sentry Uniform, Guardian Uniform, Thefirestore.com, GG INKS and Soundscape Merchandise.)

Equipment and Items purchased must be for the use in the duties of a Firefighter/Paramedic or Captain/Paramedic. Items that may be purchased but not limited to: Flashlight, knives, stethoscopes, gloves and all other relative items to being a Firefighter / Paramedic or Capt. / Paramedic.

ARTICLE 17

LAYOFF AND RECALL

The Town may layoff bargaining unit members. The Town shall determine from which classifications bargaining unit members shall be laid off. Within the classification(s) selected, layoffs shall be by seniority. The determination of the necessity of layoffs, the number of bargaining unit members to be laid off, the filling of vacancies, and the reassignment of bargaining unit members as a result of a reduction in force are essential elements of management and as such are non-grievable and are not subject to the grievance process.

Bargaining unit members who are laid off shall be eligible for recall from layoff for 12 months. The Town shall determine to which classification(s) it will recall bargaining unit members. Within the classification(s) selected, the recall of bargaining unit members shall be by seniority. The recall from layoff of bargaining unit members is an essential element of management and as such is non-grievable and is not subject to the grievance process. A bargaining unit member who is offered the opportunity to be recalled from layoff must advise the Town of his/her decision to accept the opportunity within five (5) working days.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

For purposes of this Article, a “grievance” will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement provided, however, that any matter reserved to the discretion of the Town by the terms of this Agreement, or arising before the date of this Agreement, will not be subject to this grievance procedure nor construed as being grievable.

The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, no grievance may be commenced more than five (5) days after the the Union or the employee have knowledge of the incident or event upon which the grievance is based.

All grievances will be handled in accordance with the grievance procedures set forth in this Article. References to periods of days in this Article will not include Saturdays, Sundays, or holidays. A

representative of the Union shall accompany the employee in any meeting with a Town representative concerning a grievance.

Step 1. Within five (5) days of the event giving rise to the grievance, the Union shall file a grievance, in writing, with the Fire Chief, with a copy to the Town Administrator. The grievance will contain; (a) a concise statement of the facts; (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises; (c) the specific provisions of the Agreement that allegedly have been violated; and (d) the remedy sought. The date the grievance is submitted to the Fire Chief will constitute the commencement date of the grievance. The Fire Chief will meet with the Union and attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached, the Fire Chief will submit a written decision, to the local Union President, within ten (10) days of receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1 or answered by the Fire Chief within the time limit set forth above, the Union may appeal the grievance, in writing, to the Town Administrator with a copy to the Fire Chief, not later than five (5) days from the date the Fire Chief's response was due. The Town Administrator will respond to the grievance, in writing, to the local Union President, within fifteen (15) days after the date of receipt of the appeal.

Step 3. If the grievance is not resolved at Step 2 by the Town Administrator within the time limit set forth above, the Union may appeal the grievance, in writing, to the Board of Selectmen with a copy to the Fire Chief and the Town Administrator, not later than five (5) days from the date the Town Administrator's response was due. The Board of Selectmen, in its sole discretion, may elect to meet with the Union to discuss the grievance or may rule on the grievance without any meeting. The Board of Selectmen shall respond to the grievance, in writing, to the local Union President, within thirty (30) days after the date of receipt of the appeal.

Step 4. In the event that the grievance is not satisfactorily resolved at Step 4, the Union or the Town may, by written notice to the other, request arbitration within five (5) days after the reply of the Board of Selectmen is due. The Union and the Town shall attempt to agree on an arbitrator. If the Union and the Town fail to agree on an arbitrator within seven (7) days after notice of arbitration has been given, the Union or the Town may file a demand for arbitration with the American Arbitration Association within seven (7) days after the seven (7) day window for the parties to try to agree upon a mutually agreeable arbitration, and an arbitrator shall then be selected in accordance with the applicable rules of said American Arbitration Association.

The award of the arbitrator shall be final and binding upon all parties.

The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties. The arbitrator may not award interest on any monetary award.

The arbitrator shall not render a decision contrary to state or federal law.

Town withdraws without prejudice.

Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.

Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

Grievances may be settled without precedent at any stage of this procedure.

The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

The Union's failure to initiate any Step within the appropriate time limit shall result in barring the grievance.

The failure of the Fire Chief, the Town Administrator or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Town or the Union may move the matter to arbitration.

The time limits set forth in this Article may be extended by mutual agreement of the parties.

The Town may also process grievances under the grievance procedure.

ARTICLE 19

HOLIDAYS

18.1 Holiday pay shall be rolled into the base pay of all bargaining unit members based on the members hourly rate. 16 Holidays based on 8 hours.

18.2 Bargaining unit members will no longer receive holiday pay.

18.3 For hours actually worked on a holiday, employees will receive a one-half time bonus based on the employee's average workweek.¹ For example, a firefighter who actually works 8 hours on a

¹

holiday will be paid 4/42 of his base weekly compensation and a firefighter who actually works 16 hours on a holiday will be paid 8/42 of his base weekly compensation.

18.4 For hours actually worked whether or not already on over-time the employee shall still receive their half time pay.

18.5 For the purpose of this article and Holidays work are base on the following holidays; New Year's Day, Washington's Birthday, Martin Luther King Day, Patriots' Day, Memorial Day, Juneteenth (June 19th), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Half Day before Christmas, Christmas Day, Half Day New Years' Eve and a Floating Holiday.¹

ARTICLE 20 **MILITARY LEAVE**

An employee of the Town who is a member of a reserve component of the Armed Forces of the United States or the National Guard shall be granted by his or her appointing authority, a leave of absence to perform military training duties in accordance with Massachusetts General Laws Chapter 149, Section 52A. Such absence for military training shall not affect the employee's right to receive vacation, sick leave, and other benefits.

If said employee is full-time and has been in the employment of the Town for at least one continuous year of service, the Town will compensate the employee the difference between the employee's base pay and the amount of military compensation and allowances received by the employee during such period of training not to exceed 17 days for each fiscal year. The employee shall provide the Town with appropriate documentation as requested by the appointing authority.

All other employees shall be granted by the appointing authority leave without pay for such period.

Employees will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 21
JURY DUTY LEAVE

Bargaining unit members who are called for jury service when the bargaining unit member is scheduled to work shall be granted paid leave in accordance with applicable federal and state law, including the rules and regulations of the Hampshire County Jury Commissioner.

ARTICLE 22
BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, he/she will be granted leave with pay as follows:

four 12-hour shifts in the event of the death of mother, father, spouse or child of the employee, provided that the shifts must be used within the earlier of eight (8) calendar days or the date of the funeral or other similar memorial service;

three 12-hour shifts in the event of the death of a brother, sister, mother-in-law, father-in-law, grandmother, grandfather or a family member residing in the household of the employee, provided that the shifts must be used within the earlier of (8) calendar days or the date of the funeral or other similar memorial service; or

one 12-hour shift may be granted by the Fire Chief under unusual circumstances, provided such day is a regular working day and is to attend the funeral or other similar memorial service of the deceased.

Bereavement Leave shall not be charged to sick leave or vacation leave.

ARTICLE 23
FAMILY AND MEDICAL LEAVE; PARENTAL LEAVE

The Town shall provide family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town's FMLA Policy, as it may be amended from time-to-time. (The Town's Family and Medical Leave Policy is attached to this Agreement as Appendix ____).

The Town shall provide parental leave in accordance with Massachusetts Parental Leave Act (M.G.L. Chapter 149, Section 105D).

ARTICLE 24
PERSONAL LEAVE

All full-time employees shall be eligible for up to thirty-six (36) hours of personal leave with pay subject to the approval of Fire Chief in each fiscal year.

Personal leave must be requested at least forty-eight (48) hours in advance except in the event of an emergency although the Fire Chief (or his designee) in his sole discretion may grant a request that is made less than 48 hours in advance.

Personal leave shall be taken in 3-hour or more increments provided the shift maintains minimum staffing.

Personal leave may not be accumulated and no payment shall be made at separation from employment for unused days.

Regular full-time employees may earn twelve (12) additional hours of personal leave per year if they use forty-eight (48) or fewer hours of sick leave during the previous fiscal year.

ARTICLE 25
SICK LEAVE

All regular full-time employees shall be eligible for sick leave with pay as follows:

Sick leave with pay shall be earned at the rate of ten (10) hours per full month of employment during the first year of employment and thereafter to a maximum accumulation of 1,440 hours. Accumulation in excess of 1,440 hours shall be forfeited.

Absences on account of sickness in excess of that authorized under this section, or for personal reasons not provided herein may, at the discretion of the Fire Chief, be charged to vacation with the approval of the employee.

The Fire Chief may require, at his discretion, that a returning employee undergo a physical examination by a Town-appointed physician at Town expense.

All regular full-time employees covered by this Agreement and meeting the following qualifications shall receive \$9 for each eight (8) hours of unused accumulated sick leave up to 1,440 hours of unused accumulated sick leave during his/her final year.

1. Employees must be retiring after 15 years of service with the Town of Belchertown.

2. Must have at least 800 hours of unused accumulative sick leave.
3. Must advise the Fire Chief at least 60 calendar days in advance of his/her intention to retire, unless retirement is for medical reasons.

If an employee has to call out for a scheduled shift they are required to phone the Fire Chief or his designee a minimum of 3 hours prior to the start of the shift. Only the Fire Chief or his designee is allowed to receive and accept a call out. If the Fire Chief or his designee cannot be reached on his cell, home phone or office line, the employee will leave a message on his cell phone voicemail and call the office to notify the on duty crew.

ARTICLE 26

SICK BANK

There shall be a Sick Leave Bank available to bargaining unit members who have exhausted their individual sick, vacation, and personal leave accruals for legitimate, prolonged personal illness that cause either consecutive or frequent, but intermittent absences from work. The Sick Leave Bank shall be subject to the following rules and procedures:

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two Union representatives and two management representatives to be selected by the Union and the Town of Belchertown, respectively.

Each bargaining unit member shall have deducted from their annual sick leave accrual *24 hours* of sick leave as of the first day of each fiscal year beginning July 1 2022, unless the sick leave bank has reached its maximum balance. Employee who do not have *24 hours* of sick leave available on any given Jul 1 st will have their next sick leave accruals directed to the Sick leave Bank by the Town of Belchertown. *If any bargaining unit member wishing to contribute additional sick leave hours can do so. The process will be done in writing to the members of the Sick Leave Bank committee.* If an employee has reached the maximum allotted sick time this excess sick time will be directed to the Sick Leave Bank. The Sick Leave Bank shall have a maximum balance to *2200 hours*.

Request for leave from the Sick Leave Bank shall be made in writing to the Town Administrator, who will convene a meeting of the Sick Leave Bank Committee to determine whether or not to approve the request. Any requirement for a note supporting the need for sick leave or FMLA leave, if applicable, shall also apply. The Sick Leave Bank Committee will not act on a request for sick leave from the Sick Leave Bank until any such requirements have been met and the leave of absence has been approved.

In determining whether to grant the request, the Sick Leave Bank Committee may consider any factors it deems relevant including, but not limited to, the circumstance of the employee's illness, medical documentation supporting the request, the employee's prior sick leave use, the duration of the employee's employment, the expected duration and/or frequency of the employee's absence, the hardship to the employee and the availability of other income replacements benefits (e.g., short-term or long-term disability insurance).

The Sick Leave Bank Committee may deny a request if the employee does not provide any requested documentation.

Rather than granting or denying a request, the Sick Leave Bank Committee may elect to grant the employee's request in part (e.g., award 15 days of sick leave when 30 has been requested), and may consider the employee's regular schedule in determining how many days to award. No individual may receive more than 90 days of sick leave from the Sick Leave Bank in any 12 month period.

Employees receiving workers' compensation benefits shall not be eligible for sick leave from the Sick Leave Bank.

All decisions of the Sick Leave Bank Committee are final and are not subject to the grievance and arbitration procedure.

ARTICLE 27
VACATION LEAVE

Vacation. All full-time employees shall be eligible for vacation leave to be credited each month as follows:

Less than and including five years completed service as of the employee's anniversary date of the month, 6.66 hours per full calendar month employed during that twelve-month period (80 hours).

More than five through and including 10 years completed service as of the employee's anniversary date of the month, ten (10) hours per full calendar month employed during that twelve-month period (120 hours).

More than 10 years completed service as of the employee's anniversary date of the month, thirteen and one-third (13 1/3) hours per full calendar month employed during that twelve-month period (160 hours)

More than 20 years completed service as of the employee's anniversary date, add eight (8) hours per year over 20 years to a maximum of 25 days at 25 years, as follows:

- 168 hours after 21 years
- 176 hours after 22 years
- 184 hours after 23 years
- 192 hours after 24 years
- 200 hours after 25 years

Vacation leave will only be granted in 10 - hour day and 14 - hour night shifts.

Vacation leave should be used prior to the employee's next anniversary date. Vacation time can be accumulated up to two years of time earned.

Upon separation from employment, employees will be paid for any accrued, but unused vacation leave.

Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased for their accrued vacation.

ARTICLE 28
HEALTH AND LIFE INSURANCE

Employees are eligible to participate in the Town's health, long-term disability, dental and life insurance programs consistent with the Town's by-law employees and Chapter 32B.

The Town shall have the right to change healthcare providers, plans and/or plan design.

ARTICLE 29
INJURED ON DUTY

All bargaining unit members shall be eligible for injured-on-duty benefits in accordance with Massachusetts General Laws Chapter 41, Section 111F. An application for injured-on-duty benefits must be submitted to the Fire Chief within 48 hours of the injury unless the bargaining unit member is physically unable to do so in which case the application must be filed as soon as practical.

An employee who is on IOD leave cannot work other employment during the period that the employee is on IOD.

While an employee is on IOD leave, the employee must, if ambulatory and medically able to do so, physically present him/herself to the Fire Chief, or his designee, on a bi-weekly basis (i.e., every fourteen (14) days), sign the Department log, and provide his/her current medical status. Such reporting shall occur during normal Department business hours, and the Fire Chief, or his designee, may establish the time and day of said reporting. The firefighter must also periodically provide medical certification to the Chief indicating that the employee remains unable to perform the essential functions of the job

If an employee who is on IOD leave, files a lawsuit against a third party for the injury covered by the IOD leave, the employee shall notify the Town Administrator of said lawsuit in writing, and also notify the Town Administrator in writing of any potential settlement as a result of said lawsuit, and allow the Town's counsel the opportunity to comment on the settlement.

ARTICLE 30
UNION LEAVE

The Union President or a designee from the bargaining unit shall be granted unpaid leave of up to 96 hours annually for the purpose of attending Union seminars, conferences, PFFM State Union Meetings and Conventions of the Professional Firefighters of Massachusetts and the International Association of Firefighters.

ARTICLE 31
MAINTAINING PERSONAL INFORMATION

Employees are responsible for providing the Fire Chief with a copy of current licenses and certifications, as well as, changes in personal information. In the event it becomes necessary to send an employee a notice regarding his/her employment, the Town will be deemed to have met any notice requirement by providing written notice by regular first-class mail to the employee's last known address as maintained in the employee's personnel file.

ARTICLE 32
TRAINING

The Town may require attendance at training or other educational programs.

The Town may temporarily change an employee's scheduled work hours so that an employee can attend such training or educational programs without incurring overtime. As workload reasonably allows, employees may complete required training courses on-line during work hours.

Hours spent attending trainings will be considered hours worked for the purposes of overtime provided the training is related to the employees' work in his/her current position, subject to the prior approval of the Fire Chief.

The Town recognizes outside fire training shall be paid up to five (5) days at eight (8) hours per day. These classes are for the purpose of ongoing training as a firefighter and must have prior written approval by The Fire Chief.

The Town recognizes with the approval of The Fire Chief that any outside fire class whether paid or not, that the bargaining unit member shall be covered if injured or suffers any medical event as if they were on duty.

ARTICLE 33
RESIDENCY

31.1 All bargaining unit members prior to the date of the acceptance of this contract are exempt from this article.

31.2 Any bargaining unit members covered by this contract, with a start date after the contract has been signed, must reside within 25 air miles from the Belchertown Fire Department, 10 North Main Street, Belchertown, MA 01007. This mileage is to be measured in a straight line from the Belchertown Fire Department to the town/city border that the employee resides in.

31.3 Members will have a time period of 6 months after the completion of their probationary period to meet this requirement.

31.4 If the residency requirement presents a hardship, the employee may petition the Fire Chief to waive this requirement.

ARTICLE 34
CONDITIONS OF WORKING

Certifications and Licenses. Bargaining unit members are required to maintain a valid driver's license and CPR card.

Paramedic's are required to maintain a valid ACLS card.

In addition, all full-time firefighters shall be required to obtain and maintain a Massachusetts Paramedic Certification card and shall have successfully completed the Firefighter I/II certification program.

Any full-time firefighter hired with an EMT-Basic certification must obtain a Massachusetts Paramedic Certification card within 2 years of their hire date.

The 2 year period, to obtain a Massachusetts Paramedic Certification, may be extended by up to 1 year, at the discretion of the Fire Chief, based on the availability of start dates of an Accredited Paramedic Training Program.

Failure to maintain one or more of these licenses or certifications will result in the immediate placement of the employee on an unpaid leave of absence. The employee will then have thirty (30) calendar days to obtain the necessary license or certification and must provide proof of such license or certification before being reinstated to active status. An employee who fails to obtain the required license or certification within thirty (30) calendar days will be terminated

ARTICLE 35
LIGHT DUTY

A. Purpose

1. The Town and the Union agree that Light Duty Policy is established for the purpose of facilitating a bargaining units member's return to full duty status following either a duty or non-duty related injury or illness, which has resulted in a member's absence from work. The parties further agree that such policy is under no circumstances to be regarded as punitive in nature.

2. The Town and Union agree to establish a Light Duty Policy, which may from time to time be amended with mutual agreement of the Town and the Union. Light duty is defined as that assignment of duty that is limited by an employee's temporary injury or illness but does not cause further injury, discomfort or prevent or slow the recovery of the employee.

3. The intent of light duty is to allow employees who are on duty or non-duty related injury leave the opportunity to contribute to the productivity of the Belchertown Fire Department while protecting personal, sick and vacation leave.

B. Procedure

1. The Fire Chief may assign an employee light duty on a voluntary basis with the consent of the employee and the employee's attending physician. The employee's attending physician shall determine that a light duty assignment is appropriate and notify the Fire Chief in writing outlining the nature of the employee's injury or illness, the estimated time of recovery and any physical or mental restrictions. Based on this information, the Chief shall make a determination of suitability for duty, taking into consideration the needs of the Department and the needs of the employee's safe and healthy recovery. Either at the request of the employee or at the decision of the Chief, within his/her discretion, the employee on light duty may be placed on medical leave and return to his/her former medical leave status.

C. Duties

1. The Fire Chief and the Union shall agree upon such light duty assignment in advance. Types of duty may include but shall not be limited to fire prevention, school educational programs, public relations, training, EMS office duties, mapping and cataloging and general administrative duties. Duty shall not include firefighting, engine or ambulance assignment or any activity precluded by medical determination to protect the health and safety of the employee and others.

2. It is understood that an employee on light duty shall not be counted in the daily staffing. Employees participating in light duty shall receive full wage and benefit compensation. The light duty assignment, including hours and work assignments, shall be subject to periodic review depending on the employee's recovery, the employee's attending physician, the Fire Chief and the ongoing needs of the Department.

3. Light duty shall be offered to an employee who has submitted an attending physician's documentation of pregnancy and is unable to perform the essential functions required of the job. The documentation shall provide the expected date of delivery and any restrictions to light duty. A List of duties will be provided by the Town for the employee's physician to recommend certain duties and to restrict other duties.

4. The hours assigned to an employee on light duty shall be mutually agreed by the employee and the Fire Chief. All vacation, sick and personal time shall be honored as outlined in the Collective Bargaining Agreement.

D. Eligibility

1. In the event an employee's injury, illness or disability is likely to be longer than three (3) months (based on a physician's prognosis) and an application has been filed with the Hampshire County Retirement Board, the member shall not be eligible for light duty. If the Hampshire County Retirement Board denies the application, then the employee shall be eligible unless the employee successfully appeals such decision.

2. If an employee is on light duty assignment and is absent from duty due to a work-related injury or illness or treatment thereof, such absence shall be classified as injured-on-duty leave. If an employee is on light duty assignment, and absent from duty due to a non-duty-related injury or illness or treatment thereof, the employee shall be charged sick time for such absence. The employee may elect to use a vacation or personal day in lieu of the sick day and is not subject to the normal Department restrictions for taking said vacation or personal time.

3. The employee's attending physician must provide medical documentation authorizing an employee's return to full active duty.

4. All disputes as to the application and interpretation of the Light Duty Policy shall be subject to the Grievance Procedure outlined in Article 17 of the Collective Bargaining Agreement.

E. Limitations

1. At normal staffing, it is agreed that a limit of eighty four (84) hours per week of light duty may be established by the Fire Chief, and that limit may be further extended or curtailed by agreement between the Union and the Fire Chief.

ARTICLE 36

REIMBURSEMENT

Renewal of Licenses and Certifications. The Town will pay bargaining unit members for the successful renewal of the required licenses and certifications including MA EMT-P, ACLS, CPR and PALS or PEPP. This will not include the driver's license, in the ordinary expiration and renewal cycle. Additional costs incurred by employees to maintain required licenses and certifications shall be borne exclusively by the employee.

Required Training. The Town shall reimburse (or pre-pay through the use of a purchase order or other similar procedure) bargaining unit members for the cost of attending required training programs, subject to the prior approval of the Fire Chief. For the purposes of the prior sentence, the Fire Chief's approval is to ensure the availability of funds and to determine whether a less expensive or less operationally disruptive option (including the providing of in-house training) is available. Employees will not be denied the opportunity to attend training required to remain current in their certifications.

Reimbursement (or pre-payment) for courses that are not required will be at the discretion of the Fire Chief.

ARTICLE 37

MISCELLANEOUS

Immunizations. The Town will offer at no cost to employees the following immunizations and testing:

- Hepatitis B inoculations series (HBV)
- Tuberculosis PPD testing/protection (Purified protein derivative) bi-annually
- Influenza Vaccine (flu shot).
- Any other immunization deemed necessary by the state or other authorized government agency.

Job Descriptions/Chain of Command. At the Union's request, the Town shall furnish job descriptions of all supervisors and managers.

Tolls and Expenses. The Town shall reimburse employees for work-related expenses such as tolls provided the employee submits a receipt.

Identification Cards. Each employee will be provided with a photo ID card and holder. The card will include a current photograph, EMT status, first and last name and the Town seal or Belchertown Fire/EMS patch/symbol. The card will be replaced by the Town as needed due to loss, damage, change of name or EMT status.

Retirement. Eligible employees shall receive retirement benefits in accordance with G.L. c. 32, as it may be amended from time-to-time.

ARTICLE 38

SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 39

STABILITY OF AGREEMENT

No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

ARTICLE 40
MEDICAL PHYSICALS

Each employee shall have an annual physical exam. This exam shall be administered by the towns contracted physician that is normally used for initial employment hire. The town agrees to pay all co-pays and any additional fees incurred by the employee in connection with the annual physical and any associated tests as a result of this annual physical exam.

The medical exam shall be completed within a time period of sixty (60) days prior to or sixty (60) days following the employee's birth month. For example, if an employee's birthday falls on March 1, they would need to schedule an exam between January 1 and May 31 of that year.

The medical exam shall be as if the employee was reporting to work and shall be paid accordingly.

Verification of completion of the exam will be submitted on a form provided by the Chief. This shall constitute the only medical record kept on file pertaining to the annual exam. The Town shall obtain written consent from the employee to obtain any medical records associated with the annual physical. All medical records shall be confidential and kept in compliance with 29 CFR 1910.

If at any time it is determined that the annual medical exam must comply with NFPA 1582 or any part thereof, the Town and the Union agree to negotiate this issue at this time.

ARTICLE 41
WAIVER CLAUSE

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 unless specific reference in this contract is made to a bylaw or statute or rules and regulations.

The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after free exercise of such rights and opportunities. Therefore the Union, voluntarily and without qualification waives the right and agrees that the Town shall not be obligated to bargain collectively with regard to any subject or matter referred to or

covered by this Agreement or with respect to any subject matter not specified or referred to in this Agreement.

ARTICLE 42
PRECEPTOR

The purpose of this article is to recognize bargaining unit members who are preceptors with the Belchertown Fire Dept. Any member of the bargaining unit who is a cleared preceptor shall receive an additional \$1 per hour worked in a precepting capacity. These preceptor additional duties shall apply when working with any member working to achieve medical control for any level of EMT certification as well as outside organization EMT students. Only the primary preceptor directly supervising the member or student shall receive the pay. If multiple eligible preceptors are assigned to the same shift a decision on who will be the supervising preceptor for the shift will be made and then approved by the shift captain. Shifts may be split at the discretion of the shift captain.

ARTICLE 43

DURATION

This Agreement will be effective from July 1, 2022, except as otherwise provided for, and will remain in full force and effect until June 30, 2023, and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than one-hundred twenty (120) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect. In the event at least one party has given to the other in accordance with the prior sentence and no successor agreement has been negotiated, the terms of the Agreement shall remain in full force and effect.

This Agreement is subject to ratification by the Union and by the Board of Selectmen and to appropriation by the Town Meeting.

This Agreement has been executed by the duly authorized

TOWN OF BELCHERTOWN

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 5042, AFL-CIO

Ronald E. Aponte

Robert J. VanZandt Jr. President

Dan Driscoll, Vice President

Date: _____

Date: _____

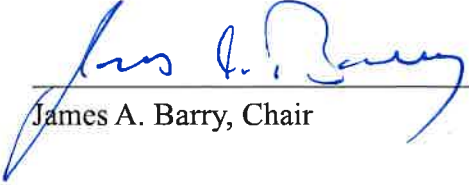
ATTACHMENT A


All full-time employees will be provided with the following uniform items:


1. 1 Picture I.D. Badge / Electronic Key Pass
2. 4 pairs of EMS pants
3. 2 long sleeve uniform shirts with appropriate dept. patches
4. 2 short sleeve uniform shirts with appropriate dept. patches
5. 4 short sleeve dept. t-shirts/golf-shirts
6. 1 pair of uniform "Station" boots
7. 1 dept. sweatshirt (job shirt)
8. 1 leather belt
9. 1 three season dept. jacket with appropriate patches
11. 1 dept. ball cap with appropriate patch
12. 1 dept. cold weather hat
13. 1 cold weather quilted jacket with appropriate patches
14. 1 dept. uniform badge
15. 1 dept. name plate
16. 1 Class "A" uniform (to be provided upon completion of probationary period)

Ratified by:

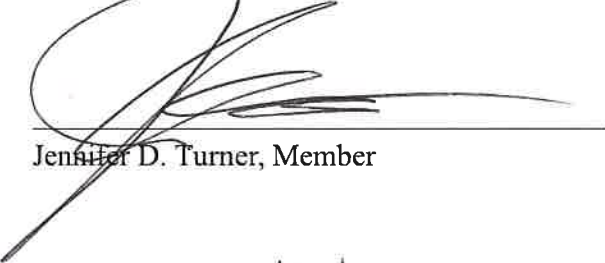
TOWN OF BELCHERTOWN
BOARD OF SELECTMEN


James A. Barry, Chair


Ronald E. Aponte, Vice Chair


Margaret D. Louraine, Clerk

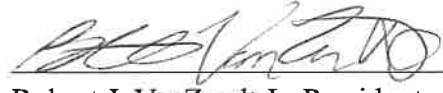
Edward G. Boscher, Member


Jennifer D. Turner, Member

Date: 11/28/22

Ratified by:

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 5042, AFL-CIO


Robert J. VanZandt Jr, President


Daniel Driscoll, Vice President

Date: 12/1/22

ATTACHMENT B

[Hold for Copy of Town's Family and Medical Leave Policy]

ATTACHMENT C

	FY23		FY23				
	Base	120 hrs	blended				
	3%	holiday	3%				
	7/1/2022	div by 2184	7/1/2022				
FIREFIGHTER EMT BASIC 42 HOURS/WEEK							
	GRADE 5						
STEP 1	\$24.06	\$1.32	\$25.38				
STEP 2	\$24.70	\$1.36	\$26.06				
STEP 3	\$25.39	\$1.39	\$26.78				
STEP 4	\$26.09	\$1.43	\$27.53				
STEP 5	\$26.79	\$1.47	\$28.26				
STEP 6	\$27.54	\$1.51	\$29.05				
STEP 7	\$28.30	\$1.56	\$29.86				
STEP 8	\$29.06	\$1.60	\$30.66				
STEP 9	\$29.90	\$1.64	\$31.54				
STEP 10	\$30.70	\$1.69	\$32.39				
FIREFIGHTER PARAMEDIC 42 HOURS/WEEK							
	GRADE 7						
STEP 1	\$28.80	\$1.58	\$30.38				
STEP 2	\$29.61	\$1.63	\$31.24				
STEP 3	\$30.42	\$1.67	\$32.09				
STEP 4	\$31.25	\$1.72	\$32.97				
STEP 5	\$32.11	\$1.76	\$33.88				
STEP 6	\$32.98	\$1.81	\$34.79				
STEP 7	\$33.91	\$1.86	\$35.77				
STEP 8	\$34.82	\$1.91	\$36.74				
STEP 9	\$35.79	\$1.97	\$37.75				
STEP 10	\$36.79	\$2.02	\$38.81				

	FIRE CAPTAIN 42 HOURS/WEEK						
	GRADE 9						
STEP 1	\$35.55	\$1.95	\$37.50				
STEP 2	\$36.55	\$2.01	\$38.55				
STEP 3	\$37.52	\$2.06	\$39.58				
STEP 4	\$38.58	\$2.12	\$40.70				
STEP 5	\$39.61	\$2.18	\$41.79				
STEP 6	\$40.72	\$2.24	\$42.96				
STEP 7	\$41.83	\$2.30	\$44.13				
STEP 8	\$42.98	\$2.36	\$45.34				
STEP 9	\$44.16	\$2.43	\$46.59				
STEP 10	\$45.39	\$2.49	\$47.88				

ATTACHMENT D

TOWN OF BELCHERTOWN

**PERFORMANCE APPRAISAL SYSTEM
NON-EXEMPT POSITIONS
NON-SUPERVISORY POSITION**

A UNIFORM PERFORMANCE CRITERIA SYSTEM (UPC)

Name: _____

Position: _____

Appraisal Year _____

Purpose of the Appraisal System

- To clarify what is expected of each employee.
- To provide direct, constructive feedback on the employee's performance, identifying strengths and areas needing improvement.
- To reward good performance through financial and non-financial incentives.
- It is important that the appraisal focus on the individual's actual performance on the job, what the person does or does not do and how well it is done, not on personal characteristics or traits.

Priorities for Belchertown

- To ensure that both employee and supervisor have a clear understanding of what is expected in terms of job performance.
- To encourage a dialogue between the two parties about the employee's overall performance pattern. The purpose of the dialogue is to allow for the direct recognition of achievements and strengths, as well as the identification of areas needing improvement.
- To serve as a mechanism for discussing the employee's career growth potential and for planning professional development activities that advances his or her career goals. Appraisals may also be factored into other human resource decisions.

The performance appraisal process provides a system for the comprehensive and on-going communication of expectations and instruction, not simply the completion of a form.

Appraisal Process

What follows are nine criteria for appraising an employee's performance. At the beginning of each fiscal year the supervisor will meet with his or her employees (separately or as a group) to review the nine criteria. (There is a 10th criterion for those employees who have supervisory responsibility.) The purpose of that meeting is to ensure that each employee is clear on the meaning of the nine criteria as they relate to his or her job.

At the close of the employee's anniversary year the supervisor will conduct an annual review, that is, an appraisal of the employees' performance for the full 12-month period and again meet the employee to discuss the appraisal.

In the case of an unsatisfactory annual performance appraisal, the supervisor will conduct an additional review at the six-month mark after said appraisal in order to keep the employee apprised of his/her progress.

Performance appraisal works best when it is an on-going process and when the supervisor frequently meets, both formally and informally, with the employee to discuss progress from both perspectives. Regular informal communication is strongly recommended.

Who Evaluates Whom?

Employees are appraised by their immediate supervisor. Generally, the immediate supervisor is the person responsible for most of the following:

- Assigning work to the employee and changing work assignments as needed.
- Reviewing the employee's work.
- Approving weekly time use of the employee.
- Handling employee complaints.
- Recommending discipline, if necessary.

Second-Level Review

The second level review will immediately take place after the appraisals have been completed by the supervisor in the annual review. This second level reviewer shall be the Town Administrator and or his/her designee. The second level reviewer may point out inconsistencies, ask for more justification, or require additional meetings between the supervisor and the employee in order to clarify or reassess certain facts.

Appeals Process

At the time of the annual review, an employee who feels that his or her appraisal is inaccurate may appeal that appraisal to the Personnel Board. The Personnel Board, after thorough review, may sustain or recommend a modification of the appraisal.

Corrective Action Steps

Based on the identified areas of performance weakness, immediate corrective action steps, designed to rectify serious performance deficiencies, should be discussed and understood. In some cases, mere awareness of the deficiency will be enough to encourage improvement in the future. In other cases, specific remedial action should be planned.

Corrective action steps should focus primarily on the short-term and current responsibilities, which are not being met. In areas of major deficiency, corrective action steps could lead to the establishment of an action plan with specific due dates.

The Rating Scale

Appraisals shall be conducted on a four-level rating scale defined as follows:

OUTSTANDING

This rating is limited to those employees who demonstrate exceptional performance. The employee's performance must have been unique and clearly beyond normal job expectations,

thereby significantly contributing to increasing the effectiveness of the department and/or the Town's operations. The employee would have demonstrated excellent skills, often overcoming large obstacles or meeting significant challenges.

EXCEEDS REQUIREMENTS

This rating applies to those employees who consistently exceed what would be considered satisfactory but does not go well above and beyond that point. While performance does not reach an outstanding level, the employee does exhibit consistently high levels of skill.

MEETS REQUIREMENTS

This is satisfactory performance. A person given this rating does what is normally expected and meets the requirements of the job, but does not go beyond those requirements.

UNSATISFACTORY

This is unacceptable performance that is having an adverse effect on the department, other employees, and/or citizens. This is below the satisfactory level and requires improvement, training, and/or disciplinary actions.

CAPSULE DEFINITIONS OF CRITERIA

- Adhering to Established Safety Requirements

- Consider the employee's ability to observe established safety requirements. Does the employee follow recommended safety procedures? Does he/she return equipment and supplies to their proper places?

- Following Directions

Consider the responsiveness of the employee to supervision; to accept and comply with assignments, projects, and directions.

- Working with Others

Consider the employee's ability to maintain positive and cooperative working relationships with co-workers. Is the employee able to resolve issues with co-workers? Does the employee work well with others?

- Customer Service

Consider the employee's ability to maintain positive and cooperative working relationships with members of the public. Is the employee able to effectively communicate information to the public? Can the employee resolve the more difficult customer service requests?

- Dependability

Consider the attendance and punctuality of the employee. Is the employee routinely absent or late for work? Also, consider the ability or willingness of the employee to follow through and complete assignments or projects on time. Will the employee follow through without prompting? Once assigned, is it necessary to check, or can the employee be expected to complete the project or job without fail? Employee maintains appropriate attendance.

- Technical Knowledge of Job

Consider the employee's knowledge of the skills, processes, techniques, procedures, equipment and all materials involved in the job. Consider, also, the employee's familiarity and understanding of other departmental functions related to the job.

Judgment and Initiative

Consider the employee's degree of independent action and to the extent the employee exercises good judgment.

- Quality of Work

Consider the employee's own performance in meeting established standards of quality. Is the work produced uniformly and within the assigned or accepted tolerances? Consider the degree of excellence that is apparent in the work and production of the employee.

Time Management/Quantity of Work

Consider the employee's own output of satisfactory work or standards. Think of the amount of work performed compared to the amount of work considered satisfactory. Does the employee meet realistic deadlines?

ADHERING TO ESTABLISHED SAFETY REQUIREMENTS

	<u>Mid Year Review</u>	<u>Annual Review</u>
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OUTSTANDING

	_____	_____
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The employee always follows established safety procedures. He/she always maintains a very clean workspace. He/she always returns equipment and supplies to their proper places. He/she wears protective clothing/equipment when necessary. In general, the employee demonstrates exceptional diligence in following safety work rules, policies and procedures.

EXCEEDS REQUIREMENTS

	_____	_____
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The employee follows established safety procedures. He/she maintains a clean workspace. He/she usually returns equipment and supplies to their proper places. He/she wears protective clothing/equipment when necessary. The employee demonstrates the ability to follow safety work rules, policies and procedures.

MEETS REQUIREMENTS

	_____	_____
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The employee follows established safety procedures. He/she maintains a clean workspace at the minimum requirements. He/she usually returns equipment and supplies to their proper places. He/she wears protective clothing/equipment when necessary. The employee demonstrates the minimum requirements to follow established safety work rules, policies, and procedures.

UNSATISFACTORY

	_____	_____
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The employee does not follow established safety procedures. He/she does not maintain a clean workspace. He/she never returns equipment and supplies to their proper places. He/she will frequently forget to wear protective clothing/equipment when necessary. The employee does not follow safety work rules, policies, and procedures.

Comments:

FOLLOWING DIRECTIONS

	Mid Year <u>Review</u>	Annual <u>Review</u>
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OUTSTANDING

	<hr/>	<hr/>
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Always follows directions and procedures given by the Supervisor in an efficient and highly effective manner. Does not substitute different methods or procedures in place of the Supervisor's direction. Once assigned, all work is performed with minimal instruction or monitoring. Except for general guidance, employee's work never needs close review except to the end results.

EXCEEDS REQUIREMENTS

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With few exceptions can be counted on to follow directions and procedures given by the Supervisor. With general guidance, is able to follow directions received and complete work accurately and efficiently.

MEETS REQUIREMENTS

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Can generally depend on this employee to follow the Supervisor's directions and complete most assignments in an efficient and accurate manner. Generally able to follow procedural instructions; however, work needs to be periodically checked to ensure correctness. Occasionally needs additional instructions and directions given by the Supervisor. Employee is cooperative in revising and fine-tuning completed work.

UNSATISFACTORY

	<hr/>	<hr/>
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Does not follow Supervisor's directions and procedures. Employee frequently has to redo assignments. Supervisor always has to return work that is incomplete or inaccurate. Employee is uncooperative in revising or fine tuning completed work.

Comments:

WORKING WITH OTHERS

	<u>Mid Year Review</u>	<u>Annual Review</u>
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OUTSTANDING

	_____	_____
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Works very well with others. Employee is cooperative when working with co-workers. Employee is always able to resolve issues with co-workers before they become problems. Adjusts to different work styles, always helping out, and freely sharing information. Can be considered an ultimate “team player.”

EXCEEDS REQUIREMENTS

	_____	_____
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Works very well with others. Can definitely be considered a “team player.” Maintains positive and cooperative working relationships with co-workers. The employee can communicate effectively the essential facts of an issue or problem to a co-worker or Supervisor.

MEETS REQUIREMENTS

	_____	_____
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Demonstrates the willingness and ability to work with others, but doesn’t go out of his/her way to do so. Would be considered a reliable team member.

UNSATISFACTORY

	_____	_____
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Does not work well with others often doing only what is directly assigned and failing to help others or to cooperate. Regularly resists cooperative work efforts with co-workers. Consistently refuses to cooperate with others. Definitely not a “team player.”

Comments:

CUSTOMER SERVICE

<u>Mid Year Review</u>	<u>Annual Review</u>
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OUTSTANDING

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Always meets public in a friendly and professional manner and treats them with courtesy and respect. The employee is always able to communicate either, in writing or orally, information about the department and its policies. Goes out of his/her way to find prompt solutions to citizens' problems, consulting with other departments and agencies to find an answer or a solution. Is exceptionally skillful in handling complaints of irate citizens, nearly always addressing the complaint or defusing their anger.

EXCEEDS REQUIREMENTS

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Meets and serves the public in a friendly, professional and respectful manner. Goes beyond what is expected in finding answers and solving problems. Handles adverse situations calmly and with considerable skill; resolves issues with members of the public before they become problems.

MEETS REQUIREMENTS

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Employee works well with the public and is courteous and professional in most interactions. Employee is cooperative when asked to help. Generally, provides answers and responds to problems, although not always promptly. Doesn't generally take the extra step in providing such assistance. Handles most adverse situations, but needs supervisory assistance with some.

UNSATISFACTORY

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Does not deal well with the public. Easily loses patience in adverse situations and becomes abrupt and discourteous. Easily allows biases to enter into interactions. Responds slowly (and sometimes not at all) to questions and problems.

Comments:

● **DEPENDABILITY**

Mid Year Review Annual Review

OUTSTANDING

Can always depend on this employee to: be on time, complete assignments, and carry his/her weight. This employee is never absent from work. Employee is always able to adjust his/her work speed to complete tasks when needed. Employee is always able to maintain the same level of quality in his/her work when working under deadlines. Will always stay late or willingly rearrange his or her schedule to deal with peak workloads or unusual circumstances. Exercises careful discretion in dealing with sensitive matters. You would be comfortable leaving this employee in charge of the office or work crew.

EXCEEDS REQUIREMENTS

With few exceptions can be counted on to be punctual, complete assignments on time, and do his or her part. This employee is rarely absent from work. Will work late or put in an extra effort when required. Exercises careful discretion in dealing with sensitive matters. Employee is often able to adjust his/her work speed to complete tasks when needed. Employee is usually able to maintain the same level of quality in his/her work when working under deadlines.

MEETS REQUIREMENTS

Can generally depend on the employee to regularly attend the workplace, complete most assignments, to be on time most of the time, and to do his or her part. Can generally count on person giving an extra effort during peak periods. Handles most sensitive matters with discretion.

UNSATISFACTORY

Cannot depend on this employee. Employee has sporadic attendance record. Leaves work undone and seldom responds to peak periods, or is absent during big projects requiring extra efforts. Does not do his or her part in assignments, causing a burden for co-workers. Exercises very little discretion with sensitive matters.

Comments:

TECHNICAL KNOWLEDGE OF JOB

	<u>Mid Year Review</u>	<u>Annual Review</u>
<u>OUTSTANDING</u>	_____	_____
Excellent knowledge and understanding of the job. Can be considered an expert. Understands importance of the job and its various components, as well as the relationships with other jobs and the purpose of the total effort.		
<u>EXCEEDS REQUIREMENTS</u>	_____	_____
Good knowledge and understanding of the job. Well informed about relationship between the various components of the job as well as relationship of duties with other jobs. Rarely needs direction in performing duties.		
<u>MEETS REQUIREMENTS</u>	_____	_____
Knowledge of job is limited but adequate. Understands and appreciates the relationship between the various components. Understands the relationship between job and related jobs. Needs direction and assistance to a moderate degree. Needs more instruction on certain aspects of the job.		
<u>UNSATISFACTORY</u>	_____	_____
General knowledge is barely acceptable. Needs guidance and assistance on a regular basis. Fails to understand relationships between job components and between related jobs. Needs more instruction in most duties.		

Comments:

JUDGMENT AND INITIATIVE

Mid Year Review	Annual Review
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OUTSTANDING

_____	_____
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Demonstrates exceptional ability to: (1) weigh all aspects of a decision (e.g., goals of the department, legal requirements, good professional practices, operational procedures, costs, and effect on public and co works); and (2) makes decisions independent of the Supervisor when asked to. Nearly always makes sound judgments in emergency situations. Recognizes situations requiring special consideration. Always assists in finding solutions to difficult problems.

EXCEEDS REQUIREMENTS

_____	_____
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Demonstrates the ability to weigh most aspects of a decision, most of the time, and to make decisions independently of the Supervisor under most circumstances. Generally makes sound decisions in emergency situation.

MEETS REQUIREMENTS

_____	_____
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Demonstrates the ability to think through and make decisions by following departmental procedures and past precedents. Makes limited decisions without supervisory review. Takes initiative to handle most emergency situations, making acceptable judgments.

UNSATISFACTORY

_____	_____
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Needs considerable supervision in areas of judgment and initiative. Has difficulty thinking through decisions often overlooking the more important aspects. Demonstrates little ability to handle emergencies.

Comments:

QUALITY OF WORK

<u>Mid Year Review</u>	<u>Annual Review</u>
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OUTSTANDING

_____	_____
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Consistently produces work of a high degree of accuracy. It is consistently thorough and complete; nothing is left unfinished and attention is paid to each detail. Work is performed with great care and accuracy or with an exceptional degree of craftsmanship. It is virtually error-free and always neat. Seldom needs guidance in meeting standards. Work does not need to be checked.

EXCEEDS REQUIREMENTS

_____	_____
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Employee normally produces at or exceeds established standards of accuracy. Work is thorough and neat and done with a high degree of accuracy or craftsmanship. Guidance in meeting standards is normally not needed. Occasional spot checking of work may be required.

MEETS REQUIREMENTS

_____	_____
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Work normally meets established standards. Some errors are present in work performance. Usually will do satisfactory work, but occasionally must be prompted as to quality. Spot checking is required. Errors are infrequent; craftsmanship is fully satisfactory.

UNSATISFACTORY

_____	_____
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Work often falls below established standards. Errors are present in performance to a degree that requires attention. Work requires checking on a routine basis. Errors are frequent causing confusion, delays, and sometimes monetary loss; or craftsmanship is poor.

Comments:

TIME MANAGEMENT/QUANTITY OF WORK

	<u>Mid Year Review</u>	<u>Annual Review</u>
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OUTSTANDING

	_____	_____
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Output of work far exceeds town and departmental standards on a regular basis. Continuously organizes work and manages time in such a way that work is always completed well ahead of schedule. Consistently demonstrates the capacity to handle large amounts of varied work.

EXCEEDS REQUIREMENTS

	_____	_____
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Output is consistently above standards. Organizes work and uses time in ways that ensures deadlines are met and frequently completes work ahead of schedule. Demonstrates the capacity to handle larger than normal workloads which are varied in nature.

MEETS REQUIREMENTS

	_____	_____
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Output meets the standards on a regular basis. Employee is able to judge the time needed to complete tasks. Organizes work and manages time in such a way as to consistently meet deadlines. Demonstrates the capacity to handle normal workloads. Occasionally, the employee may ask for more time to complete assigned work.

UNSATISFACTORY

	_____	_____
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Output is below standards. Consistently fails to organize work or use time efficiently. Hardly every meets deadlines. Does not demonstrate the capacity to meet normal workloads.

Comments:

THE ANNUAL REVIEW

Please refer back to your appraisal of this employee on the nine (or ten) performance criteria and place the number corresponding to each rating on the appropriate line below. For example, if you checked “Exceeds Requirements” on the criterion “Dependability” you would write a 4 on the second line next to that criterion. Then add the numbers in the vertical columns to produce four subtotals and add the subtotals to produce the total score.

	5 <u>Outstanding</u>	4 Exceeds <u>Requirements</u>	3 Meets <u>Requirements</u>	0 <u>Unsatisfactory</u>
Safety	_____	_____	_____	_____
Follow Directions	_____	_____	_____	_____
Working with Others	_____	_____	_____	_____
Customer Service	_____	_____	_____	_____
Dependability	_____	_____	_____	_____
Technical Knowledge	_____	_____	_____	_____
Judgment	_____	_____	_____	_____
Quality of Work	_____	_____	_____	_____
Time Management	_____	_____	_____	_____

Subtotals = _____

Overall Score (Sum of Subtotals) = _____

Overall Comments:

Supervisor’s Signature

Date

Employee's Comments:

I have had an opportunity to discuss my annual review with my Supervisor.

Employee's Signature

Date

Employee's Comments (if any):

Second Level Review

Comments:

Reviewer's Signature _____

Date: _____

TOTAL POINTS FOR EVALUATION

	<u>Points</u>
<u>Outstanding</u>	40 – 45
<u>Exceeds Requirements</u>	30 – 39
<u>Meets Requirements</u>	16 – 29
<u>Unsatisfactory</u>	Below 16

- Employees must receive a “meets requirements” or higher score to receive a 1 Step increase.
- Employees who receive an “unsatisfactory” score do not receive a step increase. Employees who continuously receive “unsatisfactory” will be subject to the Town’s disciplinary procedures.

All of the above pay increases are subject to the Town’s ability to pay and fund such increases.