

**THE CITY OF BARRE, VERMONT
&
BARRE FIRE DEPARTMENT/
AMBULANCE SERVICE**

AND

**LOCAL #881
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO-CLC**

WORK AGREEMENT



July 01, 2022 - June 30, 2026

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July 01, 2022 - June 30, 2026

WORK AGREEMENT

A. ARTICLE I

1. SECTION 1 – GENERAL

1. The City of Barre Fire Department/Ambulance Service, hereinafter referred to as the Fire Department/Ambulance Service, and Local #881 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the Union, in order to increase general efficiency in the Fire Department/Ambulance Service, to maintain the existing harmonious relationship between the City of Barre and its employees, and to promote the morale, rights and well-being of the Fire Department/Ambulance Service, hereby mutually agrees as follows:

2. SECTION 2 - PUBLIC EMPLOYEES

1. The Fire Department/Ambulance Service and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals, honor, and integrity in all public and personal conduct in order that they may merit the respect and confidence of the general public.
2. The Parties agree that the provisions of this Agreement shall be applied equally to employees in the bargaining unit without discrimination because of age, sex, race, color, religion, national origin, sexual orientation, gender identity, ancestry, place of birth, crime victim status, physical or mental condition or membership or non-membership in the Union.
3. It is agreed that any of the conditions and rules of the Fire Department/Ambulance Service, as they now stand but which are not specifically mentioned in this agreement, shall continue in full force and effect for the duration of this contract.
4. From time to time the City may find it necessary to assign duties and responsibilities to members of the department, which are not enumerated specifically in this contract. No such duties shall be assigned that are not in keeping with the general mission of the Department and that do not relate to the maintenance of the public health, safety, and welfare. No assignments other than for mutual aid or ambulance will be made outside City limits.

5. Employment as a firefighter by the City of Barre is deemed to be a full-time occupation. It shall have priority over any off-duty employment or occupation. When a firefighter is engaged in any off-duty employment or occupation, he shall respond to call to duty as often as possible. Whenever an off-duty firefighter is not available for call to duty, the off-duty firefighter is encouraged to notify the Duty Officer so that he will know what personnel are available. If at any time the Fire Chief, or the Officer in Charge, declares a major emergency, they shall have the right to recall all employees. This is necessary to assure an adequate state of readiness and the ability to respond to all emergencies.
6. Job descriptions are attached as part of this Agreement. The Parties agree that, during the term of the Agreement and following negotiations with the Union, the job descriptions set forth in Appendix D of this Agreement may be revised to more accurately reflect current job duties and requirements. The following process will be utilized: Either Party may review the job descriptions and provide the other Party with its proposed amendments. In the case of the Union, both the Union President as well as the members of the Union's Executive Board will be provided with proposed amendments. The receiving Party shall have up to forty-five (45) days to review the proposed revisions to the job descriptions and shall inform the other party within that time period if it has objections. In the event the receiving Party disagrees with aspects of the proposed revisions the Parties will meet for the purpose of negotiating the issues in dispute. If the Parties are unable to come to agreement either party may declare impasse and proceed to mediation followed by binding arbitration over the provisions at issue. The Parties may, but will not be required to waive the right to mediation and proceed directly to binding arbitration.
7. For printing of the Annual City Report, wages of Fire Department employees shall be broken down into separate categories. Each employee shall have a listing for base wages, overtime wages, and special projects.

B. ARTICLE II

1. SECTION 1 – RECOGNITION

1. The City of Barre hereby recognizes that the Barre Firefighters, Local #881, International Association of Fire Fighters, AFL-CIO-CLC, is the sole and exclusive representative for all employees, with the exception of the Chief and Deputy Chief of the Fire Department for the purpose of bargaining with respect to wages, hours, working conditions and benefits. For the purposes of this agreement, the word "employees" shall mean all full-time firefighters below the rank of Chief or Deputy Chief. A "full time" employee is one who, based on their work assignment, is regularly scheduled to work forty-two (42) hours per week for fifty-two (52) weeks each calendar year (minus approved time off).
2. The Fire Marshal's position will work a forty-two (42) hour daytime workweek, Monday through Friday. Monday through Thursday the schedule

will be eight and one-half hours (8.5) per day and Friday the schedule will be eight (8) hours a day. The shifts will be scheduled to start not earlier than six (6) am and not later than nine (9) am.

3. Effective July 1, 2019, a member of the bargaining unit who is hired to serve in either the Chief or Deputy Chief position may request a leave of absence from their bargaining unit position to accept the appointment. The request is subject to the approval of the City Manager. Upon leaving the position of Chief or Deputy Chief an employee who had been granted a leave of absence may, during the following twelve (12) month period, apply for any vacant bargaining unit position, in which case the employee will be subject to the same hiring criteria as an internal member of the bargaining unit. In its discretion the City may transfer the employee to any vacant bargaining unit position. If the employee is hired or transferred into a bargaining unit position within twelve (12) months of leaving the Chief or Deputy Chief position the employee's former seniority in the bargaining unit will be restored; compensation and other terms and conditions of employment shall be as provided under the collective bargaining agreement in effect at the time.

C. ARTICLE III

1. SECTION 1 – UNION MEMBERSHIP

1. Any person who is hired as a regular firefighter and works a regular tour of duty hours may, within thirty (30) days of the employee's hiring date, elect to become a member of the Union by presenting to the City a proper authorization, approved by the Union President, for the collection of dues in an amount determined by the Union.
2. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of Section 1.
3. No more than two union representatives may be excused from a scheduled work assignment by the Chief or designee for the purpose of attending grievance meetings or other authorized Union-City business. An employee who is excused from work under this section shall not suffer any loss of pay.
4. A non-bargaining unit call force member may be used to perform bargaining unit work (full or partial shifts) when a firefighter is absent for more than two (2) shifts due to illness or injury, or because the firefighter has been granted an approved leave of absence, paid or unpaid.
5. A non-bargaining unit call force member may be used to perform bargaining unit work (full or partial shifts) whenever a firefighter is absent from a regularly scheduled shift as a result of professional training or scheduled paid leave such as vacation or compensatory time.

6. A non-bargaining unit call force member may be used to perform bargaining unit work (full or partial shifts) when there is a vacancy which is under recruitment. The City's ability to utilize non-bargaining unit call force members under this sub-section shall be limited to the three months following the vacancy.
7. One (1) non-bargaining unit call force member may be used to perform bargaining unit work (full or partial shifts) to supplement the regularly scheduled shifts for bargaining unit members.
8. The City agrees that its right to utilize call force members as provided in Sections 4, 5, 6 and 7 of this Article will be suspended in the event of a reduction in force which affects the number of bargaining unit personnel. In that event either Party may reopen the contract to re-negotiate issues related to the use of call force members by providing notice to the other within thirty (30) days of the reduction.
9. Any non-bargaining unit call force member employed hereunder shall be qualified to perform the functions of the position as determined by the job description for which they are filling. A call force member employed pursuant to Section 4, 5, 6, or 7 herein shall, at a minimum, hold certification as a Firefighter I and AEMT. A call force member employed by the City pursuant to Section 4, 5, 6, or 7 herein shall have passed the required physical fitness test, completed an orientation and be familiar with the policies, operation, and equipment of the Barre City Fire Department. A non-bargaining unit call force member who is hired directly as a firefighter shall receive seniority and credit for purposes of this agreement (excepting only completion of their original probation period) for time worked from his original date of hire as a substitute in a regular firefighter position. Call force members who are activated solely to respond to fires and other emergencies are not required to hold dual certification, but shall either possess or be working toward the minimum certification requirements as provided in Department policy.
10. Notwithstanding the City's ability to utilize non-bargaining unit call force members in accordance with this Article, the Parties agree that the minimum staffing requirement of three (3) bargaining unit members per shift shall be maintained.

D. ARTICLE IV

1. SECTION 1 - PROBATION PERIOD

1. All new employees shall serve a probationary period of twelve (12) months, and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement; and a new employee who has satisfactorily completed their twelve (12) month probationary period shall become a permanent employee and their seniority shall be computed from the date of their original appointment.

2. During the initial probationary period the employee shall serve "at will" and may be dismissed at any time and for any reason without recourse to "just cause" provisions of this agreement or grievance procedure provided hereunder. All other provisions of the agreement shall apply during the initial probationary period. Upon successful completion of the probationary period the employee shall attain permanent status and enjoy all rights provided under this agreement.

2. SECTION 2 - MANAGEMENT RIGHTS AND EMPLOYEE OBLIGATIONS

1. Except as specifically limited by an express provision of this agreement, the City, its Manager, Mayor, City Council, or Fire Chief - reserve and retain all rights granted by law and all rights customarily belonging to or exercised by public management.
2. The City reserves the right when hiring new employees to place them on the pay scale at a pay grade commensurate with their credentials and relevant professional experience. With Union approval, this may also include the ability to advance an employee through the pay scale at times other than as outlined by this contract.
3. Employees will execute all forms required to enroll them in a direct deposit payment program. Employees may be excused from this requirement for good cause.

E. ARTICLE V

1. SECTION 1 - SENIORITY AND SICK LEAVE LIST

1. The City shall establish a seniority and sick leave list and it shall be brought up-to-date by July 31st of each year and immediately posted on the bulletin board of the Fire Department/Ambulance Service where it shall remain for a period of not less than thirty (30) days. Seniority benefits shall be established from the date of regular employment with the Fire Department/Ambulance Service. An employee shall forfeit seniority rights only for the following reasons: (a) resignation, (b) dismissal for cause, or (c) retirement on regular service. A copy of the list shall be mailed to the Secretary of the Union. Any objections to the seniority list, as posted, shall be reported to the City within thirty (30) days or it shall stand approved.

2. SECTION 2 - MEDICAL RESIGNATION

1. An employee who is asked to resign for non-work-related medical reasons shall be reinstated to that position at any time during the six (6) months following the effective date of their resignation if it is found that the medical reasons responsible for their termination of employment were unfounded, inaccurate, or otherwise untrue or if the employee recovers and is capable of performing the essential functions of their position. Said employee shall be reinstated at prevailing wages and benefits, but shall not receive time earned credit for the length of time that the employee was away from the Department.

The employee shall be required to provide the City with a medical release stating that the employee is capable of performing all the essential activities of the position. Notwithstanding, nothing herein shall be interpreted to reduce or limit an employee's right to reasonable accommodations under the Americans with Disabilities Act (as amended) or the Vermont Fair Employment Practices Act.

3. SECTION 3 – RESIGNATION

1. An employee who decides to end employment with the City of Barre for retirement purposes or other reasons shall forward a written letter of resignation to the Fire Chief. This notice of resignation should be a minimum of two (2) weeks prior to the date of termination or longer if possible.

F. ARTICLE VI

1. SECTION 1 – PROMOTIONS

1. When a Fire Marshal, Captain or Lieutenant vacancy occurs within the Barre City Fire Department, the City shall announce a process for promotions within fifteen (15) days of the vacancy becoming available, it shall be posted on the Fire Department/Ambulance Service bulletin board for a period of ten (10) working days. The entire promotional process will be completed within sixty-five (65) days of the vacancy occurring. All interested and qualified employees shall have an equal opportunity to apply for the promotion. At the conclusion of any promotional process, if there are not any desirable qualified applicants appropriate for the position another process will be held no later than one (1) year from date of last process.
2. Any interested employee shall submit in writing, to the Fire Chief, a brief letter, along with a current resume, acknowledging their interest in being considered for the position. All promotions will be made from within the Fire Department career staff.
3. The Fire Chief will review the names and compare the qualifications of the candidates to the promotional requirements listed below. Qualified applicants will be notified by the Fire Chief that their application was accepted and when the promotional process will take place.
4. A promotional process will be used to determine the best candidate for the position based on, knowledge, education, and suitability for the position. Seniority of each candidate will be considered, but will not be the sole factor for appointment.
5. The candidate selected shall serve a probationary period of twelve (12) months before their appointment shall become permanent. If at any time during such probationary period the City deems the appointed candidate to be unqualified or incapable of properly filling the position, and the appointee was an employee of the Department, the employee shall be immediately returned

to their former rank. In this event, the employee concerned shall have the right to exercise the full grievance procedure, if the employee so desires.

6. In the selection of the Chief and Deputy Chief, employees of the Fire Department/Ambulance Service shall be given consideration.
7. For a vacancy in the Fire Marshals position, if there are no internal candidates following the ten (10) day posting period, the Fire Chief may advertise the vacancy outside the Department (waiving the two (2) year BCFD requirement). If an outside candidate is hired to fill the position, they will be required to serve a twelve (12) month probation period. If at any time during the probationary period the City deems the appointed candidate to be unqualified or incapable of properly filling the position, they may be dismissed at the discretion of the Fire Chief.

(a) Officer Vacancies/Promotion Requirements:

- i. Five (5) years of being a fulltime Firefighter/EMT
- ii. Two (2) years fulltime at BCFD.
- iii. For promotion to Captain – preferred one (1) year fulltime as a BCFD Lieutenant.
- iv. Fire Officer I & II preferred.
- v. Applicant holds other certifications as appropriate.
- vi. Has knowledge of all policies, procedures, and risk management.
- vii. The applicant shall meet the position requirements as specified in the job descriptions located in Appendix D.
- viii. The applicant shall possess the personality and attitude becoming of a fire officer.
- ix. Except in those instances when only one (1) applicant is deemed qualified, the top two candidates will be considered by the Chief, who will then make a final recommendation to the City Manager.

(b) Promotional Testing Process:

- i. Written Exam – A written examination will be administered and shall include questions based on: Firefighting Operations, Emergency Medical Services Operations, Hazardous Materials, Decision Making, Personnel/Human Resources and Risk Management.
- ii. Oral Board – Made up of three non-department interviewers including: A City Administrative Official, a local Business Professional, and an outside Career Fire Officer.

- iii. Resume review
- iv. Physical Agility Test
- v. Chief's Interview

2. SECTION 2 – ENTRY LEVEL VACANCIES

1. In the event an initial entry vacancy occurs, a process for hiring will be posted no later than fifteen (15) days after the vacancy occurs. The entire process will be concluded within sixty-five (65) days from the original vacancy or as soon as reasonably possible given the applicant pool.
2. The following shall apply to the filling of vacancies:
 - (a) All applicants shall meet and maintain the requirements of the position for which they are applying as set forth in Appendix D of this Agreement.
 - (b) All applicants that meet the requirements in Appendix D shall be given an equal opportunity to apply.
 - (c) Applicants are subject to the testing requirements of CPAT established by the State of Vermont, both currently and as they may be amended from time to time. An applicant must demonstrate evidence of current valid CPAT certification upon application.
 - (d) Background check shall be performed.
 - (e) Testing Process: All applicants shall complete the following testing procedures:
 - i. Written Examination - A written examination will be administered and shall include questions based on: Firefighting Operations, Emergency Medical Services Operations and Hazardous Materials.
 - ii. Oral Board - An oral review board process shall be conducted made up of four (4) department interviewers.
 - iii. Chief's Interview
3. An offer may be extended to a new hire applicant for a position contingent on the successful completion of a physical/medical examination, consistent with Appendix D: Job Descriptions. (City funded).
4. The pre-employment medical exam will include a drug test/screening.
5. The pre-employment medical exam shall include cancer screening which complies with the provisions of 21 V.S.A Section 601 (11) (E) (i) (I). The employee shall receive a copy of the results of any cancer screening and the City shall maintain a copy of the results as part of the employee's permanent medical file.

6. All employees hired will be physically fit and maintain fitness.

G. ARTICLE VII

1. SECTION 1 – PERSONNEL REDUCTION

1. In the event that the City determines that a reduction in force is necessary, lay-offs will be determined by seniority, with the least senior employee laid off first, subject to the criteria below. No new personnel shall be hired until all laid-off employees with re-employment rights have been given an opportunity to return to work.

Additional criteria applicable to reductions in force include:

- (a) Ability to perform the job as defined by the job Descriptions.
- (b) Ability to pass the physical fitness and medical examinations as provided in this agreement.
- (c) All training and certification requirements must be up to date.

2. SECTION 2 - RE-EMPLOYMENT PRACTICE

1. Employees who are laid off shall be placed on recall for a period of two (2) years. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Recalled employees will return to work at the same pay scale and benefits they were receiving at the time of being laid off, provided they are presently qualified to perform the work in the job classification to which they are recalled. The City shall not hire new employees in the bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification. Three (3) additional years of recall rights will be granted providing the employee notifies the City that the employee wishes to remain on the recall list prior to the expiration of the initial two (2) year recall date.
2. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy sent to the Union, provided that the employee must notify the Fire Chief, of their intention to return within three (3) days after receiving notice recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief with the employee's mailing address. If an employee declines or fails to respond to a notice of recall without just cause they shall forfeit any remaining recall rights to a position within the Department.

H. ARTICLE VIII

1. SECTION 1 – WAGES

1. Each employee's base wage rates shall be as set forth in Appendix A-1, A-2, A-3, A-4
2. The wage rates from January 1, 2022, shall be increased by four percent (4%) retroactive to July 1, 2022, see Appendix A-1. Effective July 1, 2023, the wage rates set forth in Appendix A-1 shall be increased by four percent (4%) see Appendix A-2. Effective July 1, 2024, wages in Appendix A-2 shall be increased by four percent (4%) see Appendix A-3. Effective July 1, 2025, wages in Appendix A-3 shall be increased by four percent (4%) see Appendix A-4.
3. During each contract year (i.e., July 1 through June 30) an employee who has not reached the top step on their applicable column shall advance a step on the wage schedule (Appendix A) on either their six (6) month or twelve (12) month Anniversary date, as applicable.
4. Any promoted employee will be moved laterally to the same step in the new rank.
5. No salary increases will be given to any firefighter who is suspended or restricted from performing their duties because of violations to any conditions set in the workplace by agreement.

I. ARTICLE IX

1. SECTION 1 – HOURS OF DUTY

1. The regular work schedule for regular firefighters shall average forty-two (42) hours per week. Those hours shall be configured so that the schedule of work will be twenty-four (24) hours on duty, seventy-two (72) hours off duty.
2. The regular work schedule for positions other than regular firefighters shall be either the regular work schedule set forth in section 1, paragraph 1 herein or the forty-two (42) hour daytime schedule working five (5) days a week, Monday through Friday (See Schedule for Fire Marshal, Article II, § 1). The City agrees that it shall not create additional day positions with the intent or effect of displacing any of the sixteen (16) regular fire fighter positions assigned to the 24-72 schedule. If a Day Person position is created, it will also be used when needed to fill in for shift openings created by vacations, sick time, long and short-term injury, or any vacancy created.
3. If the need arises for an employee to be moved to another shift for permanent or temporary assignment; the following criteria shall be met:
 - (a) Except in an emergency situation an employee shall be given three (3) shifts notice prior to the move. An employee may waive the notice

requirement and begin work on the new shift at an earlier, mutually agreed date.

- (b) Employees shall not be penalized any scheduled vacation time, sick time, personal time, or compensatory time to facilitate the move to another shift.
- (c) Employees shall not be moved within their regularly scheduled seventy-two (72) hours off, this is from the time of their last twenty-four (24) hour shift worked. If the change does not allow for seventy-two (72) hours off they will be paid overtime.

2. SECTION 2 - NUMBER ON DUTY

- 1. The number of employees assigned to a shift shall be maintained at a minimum of three (3) at all times.

3. SECTION 3 - WORK CLAUSE

- 1. Workdays shall consist of housecleaning, fire and ambulance training, maintenance of equipment, maintenance of the fire station and grounds, inspection duties for fire prevention, building code compliance, and promotion of fire prevention and other public relations pertaining to fire prevention and public safety, inspection of public buildings, fighting fires, ambulance service, and other related duties. The City of Barre shall supply the necessary mechanics tools and cleaning materials for the maintenance of Fire Department/Ambulance Service Equipment, the fire station, and grounds.

4. SECTION 4 – OVERTIME

- 1. Any hours required in excess of the regular forty-two (42) hour tour of duty, for any reason, shall be considered as overtime. Overtime shall be paid for a minimum of one (1) hour for any time in the first hour and additionally for each quarter of an hour thereafter in which work is performed. Non-emergency overtime shall be divided equally among the employees. Emergency overtime shall be divided as equally as possible among all employees; however, the need for a quick response may outweigh the requirement for equal time. All approved paid leave time shall count as hours worked for purposes of calculating overtime eligibility. For purposes of overtime computation, overtime shall be paid at the rate of time and one-half (1½) the regular hourly rate.
- 2. An employee may request compensatory time-off in lieu of cash payment for overtime. Said request shall be made on a weekly or biweekly basis consistent with the City pay period. Said request may be granted based on the operating needs of the City. No employee may accrue more than eighty (80) hours of compensatory time off at any one time. An employee shall not be eligible to carry accrued compensatory time-off forward beyond June 30 of the fiscal year in which it was earned without the written permission of the Fire Chief, however, it is understood that in such instance the compensatory time off will

be paid to the employee. An employee shall not be denied reasonable leave request to use accumulated compensatory time within the time allotted by this Agreement.

3. The Parties agree that the Department has and may continue to implement changes in practice and policy which are within its managerial discretion and not in conflict with the Agreement in an effort to reduce overtime costs.

5. SECTION 5 – BENEFITS

1. Except as otherwise provided for herein, all benefits provided in this Agreement shall be based upon a forty (40) hour workweek.

6. SECTION 6 - CALL BACK

1. Employee(s) shall be called back as necessary to maintain the minimum staffing levels established in Section 2, sub-section 1 of this Article.
2. In the event that employees are required to respond in their official capacity during times other than their regular assigned tours of duty, they are to be compensated at time and one-half (1½) for a minimum of one (1) hour Monday thru Friday from 0800 to 2100hrs and a minimum of two (2) hours from 2100 to 0800hrs with a two (2) hour minimum for all holidays (midnight to midnight) and on weekends starting Friday night at 2100hrs to Monday morning at 0800hrs. Calculation of hours worked will begin upon receipt of the call by the employee in cases of emergency calls. Calculation of hours in non- emergency situations will begin at the time of the employee's arrival at the job site. The employees shall be compensated at time and one-half for each and every hour worked beyond the one (1) or two-hour (2) minimum as set forth above.

7. SECTION 7 – DETAIL PAY

1. Employees providing non-emergency standbys, such as special projects, details, fire watch, event coverage, or any other similar work that is not inclusive of an employee's regularly assigned forty-two (42) hour work week shall be voluntary and compensated at a rate of one and one-half of the employee's wage for a minimum of three (3) hours.

8. SECTION 8 – TECHNICAL RESCUE STANDBY

1. It is understood that the Fire Department will be utilized to create a technical rescue team to standby and respond to city sponsored work to meet state or federal requirements.
2. Union members are encouraged to make themselves available for technical rescue standbys whenever possible. Additionally, these standby events will be warned with ample time afforded to the employee.
3. These standbys will be compensated at the rate of one and one-half of the employee's wage for a minimum of two (2) hours.

4. The parties agree that alterations to this section may become necessary. If either party believes that alterations or amendments to this section are necessary or desirable the Parties will meet and confer and discuss the issues. Any agreements to amend this process will be memorialized in a Memorandum of Agreement.

J. ARTICLE X

1. SECTION 1 – VACATIONS

1. Permanent employees who have completed six (6) months of continuous service shall receive fifty (50) paid vacation hours through the end of the 1st year. Permanent employees who have completed one (1) year or more of continuous service shall receive the vacation hours per fiscal year indicated on the chart below. Vacation leave and personal leave will be taken in increments of no less than one-quarter ($\frac{1}{4}$) hour. Vacation leave shall offset regularly scheduled work time on an hour for hour basis. Upon termination of employment, for any reason, the number of vacation hours posted on July 1 of that fiscal year, less any hours used, will be paid in full to the employee at the effective rate of pay at the time of termination. Upon the death of an employee, accumulated vacation hours shall be paid to the employee's spouse or estate.
2. Employees are allowed to carry over a maximum of one hundred percent (100%) of their annual vacation allowance from one year to the next year, with a maximum accumulation of not more than the total accrual of the two years at issue. The Parties agree that, upon request of an employee, up to 50% of an employee's annual accrued vacation time may be redeemed by the City in exchange for financial compensation in any fiscal year.

Vacation hours for years of service shall be as follows:

1 year = 100 hrs.
2 years = 110 hrs.
3 years = 120 hrs.
4 years = 130 hrs.
5 years = 140 hrs.
6 years = 150 hrs.
7 years = 160 hrs.
8 years = 170 hrs.
9 years = 180 hrs.
10 years = 190 hrs.
11 years = 200 hrs.
12 years = 210 hrs.
13 years = 220 hrs.
14 years = 230 hrs.
15 years = 240 hrs.
16 years = 250 hrs.

3. Vacation approval will be on a first come, first served basis. In the event more than one individual on the same shift submits a vacation request for the same or over-lapping period the requests will be determined by seniority.
4. Following a submission for vacation to the employee's supervisor, the supervisor will have five (5) working days to approve or deny the request. If the request is denied, it shall state the reason(s) for denial.
5. The City Manager reserves the sole right to grant or deny extensions for the use of accrued vacation time beyond the timelines defined above. Extensions will be granted with the underlying reason being that an employee was unable to take accrued vacation time as a result of an extended restriction or action by the City. The request must meet the following criteria;
 - (a) It will be submitted in writing through the employee's supervisor and department head.
 - (b) It must provide the dates and conditions relating to any denial of use of accrued vacation time.
 - (c) It must be submitted by June 1st of the current fiscal year.
 - (d) It must contain the number of days requested and the date by when the vacation time will be used.
 - (e) The request will be signed by the employee, the supervisor (if any) and the department head.
6. Personal Leave – All permanent employees shall be entitled to ten (10) hours of personal leave with pay during each fiscal year. Personal leave is personal in nature and the reason for needing the time off is not required for approval. The use of personal leave will not be denied as long as the following criteria in Section a below are met:
 - (a) The duty shift staffing is at four (4). If staffing is at the minimum level of three (3) then it is the responsibility of the employee requesting the leave to find a replacement for their absence. No employee can be forced to work to cover another employee on personal leave. If no employee volunteers to cover the absence the request for personal leave shall be denied.
 - (b) Personal leave hours shall be taken during the fiscal year in which they are accrued. Unused personal leave shall be forfeited without compensation at the end of the fiscal year.
7. Any vacation vacancies will be posted and divided equally among the employees.
8. No more than one (1) individual per shift will be on vacation at the same time unless approved by the Fire Chief or designee.

K. ARTICLE XI

1. SECTION 1 - INJURY LEAVE

1. When it is established that an employee of the Fire Department/Ambulance Service is disabled while in the performance of their duty and is entitled to Worker's Compensation benefits under Title 21, Chapter 9 of the Vermont Statutes Annotated, the employee shall receive full pay for a period of six (6) months or until such time as he has been accepted for retirement, whichever is shorter, provided such employee endorses and delivers over to the City weekly benefits he receives from Worker's Compensation. After six (6) months of absence due to a work-related injury the Fire Chief will review the medical status of the employee to determine whether continuation of employment or separation for medical reasons is appropriate. The Fire Chief will meet with the Union and the employee upon request. The Fire Chief may obtain an independent medical examination as deemed necessary and appropriate. After considering all the medical information, the Fire Chief will make a recommendation to the City Manager, who will make the final decision. As a general guideline, if an employee is expected to return to full active duty without restrictions within six (6) months the employee will be continued in leave status.

At the expiration of the first six (6) month period, if the employee remains disabled and has not been separated or retired, they will no longer receive their full pay from the City, but may use accrued paid leave time to make up the difference between the weekly total temporary disability benefit received under Worker's Compensation and the employee's base weekly wages.

An employee who is separated from employment based on their inability to perform the duties of the position as a result of a work-related injury will be eligible for recall to available bargaining unit positions for which they are qualified as provided in Article VII, Section 2, provided they have recovered from the work-related injury and is capable of performing the essential functions of the position, with or without a reasonable accommodation. Time limits for recall as set forth in Article VII will begin to run as of the date of separation. An employee seeking recall rights shall provide notice of recovery to the City, including relevant medical documentation.

2. SECTION 2 – INDEMNITY

1. A regular employee of the Fire Department/Ambulance Service who is injured in the performance of their duties may be treated by a doctor of the employees own choice. The City may require that an employee be examined by a physician or other medical provider of its choice at the City's expense.
2. Medical clearance required for a regular employee of the Fire Department /Ambulance Service to return to the employee's duties shall be subject to approval by a physician of the city's choice. Should the employee disagree with the city appointed physician's assessment, the City and the employee

may seek a third opinion from an agreed upon physician by both parties. All costs associated with the third exam will be the responsibility of the employee.

3. SECTION 3 - SICK LEAVE

1. Each regular employee shall be granted twelve (12) hours of sick leave for each month of employment, which shall be allowed to accumulate up to fifteen hundred (1500) hours. All sick leave will be paid in increments of no less than one-quarter ($\frac{1}{4}$) hour. After an employee takes two (2) consecutive shifts off using sick leave the employee may be required to submit a written note from a duly licensed health care professional in order to continue the consecutive use of sick leave. The City Manager or designee may, at their discretion, waive the requirement of a doctor's certificate for sick leave compensation.
2. For each ninety (90) consecutive calendar days that an employee does not use any sick leave, the employee shall be given twelve (12) additional hours pay.
3. Sick leave is provided for payment to any permanent employee for absence necessitated by inability to perform the duties of their position by reason of illness, injury, or medical purposes. No sick leave shall be paid for personal injury or accident suffered by an employee within the scope of their employment, except as provided in Section 1 of this Article.
4. Time lost by an employee by reason of leave of absence without pay or time otherwise not worked or not paid for shall not be counted in computing accrual of sick leave.
5. Employees will be allowed to use up to (forty-eight [48] hours) per fiscal year of their accrued sick leave to handle health care issues of an "immediate family" member as defined in Article XI, Section 6 - Bereavement Leave. Notwithstanding the above, an employee may be eligible to use additional sick leave as provided by Vermont or federal statutes relating to sick leave or short or long term family and medical leave.
6. Upon retirement from the City, employees will be allowed to redeem unused sick leave at a rate of four (4) hours sick leave for one (1) hours pay. Upon termination of employment with the City for any other reason, any unused sick leave will be forfeited without compensation. Strictly for the purpose of this section only, the term "upon retirement" means either that the retiring/resigning employee has worked at least twenty (20) years for the City of Barre or the retiring/resigning employee ceases work and immediately begins collecting a monthly retirement allowance from VMERS.

4. SECTION 4 - UNPAID LEAVE OF ABSENCE

1. The City Manager, at their sole discretion, may grant a permanent employee an unpaid leave of absence for up to six (6) months for reasons of personal illness, disability, educational improvements, or other purposes deemed appropriate by the City Manager. This leave is subject to review by the City



Manager and may be extended with their approval. The City may hire a temporary replacement to fill the position. The employee on unpaid leave does not accrue any vacation, sick, personal or holiday leave. Except as provided in sub section 2 below an employee on unpaid leave is responsible for 100% of the premium payment required to maintain coverage in any of the group insurance plans maintained by the City.

2. The City agrees to abide by all federal guidelines under the Family Medical Leave Act (FMLA) and/or the state guidelines under Vermont's Parental and Family Leave Law (VtPFL). Once all benefits under FMLA and VtPFL have been exhausted, it is the responsibility of the employee on an unpaid leave to pay the monthly costs of any/all health care benefits and insurances.

5. SECTION 5 – MILITARY LEAVE

1. Employees covered by this agreement who, by reason of membership in the United States Military, Naval or Air Force Reserve, Vermont Army National Guard or Naval Reserve, are required by appropriate authorities to participate in training activities or in active duty as part of the State military force or special duty as part of a Federal military force, shall be granted military training leave with salary differential not to exceed fifteen (15) working days in any one (1) calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, the employee shall be granted leave without pay for this purpose. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day, or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed services.
2. Annual tour of duty is defined as when called to duty for a two (2) week period once each year.
3. If the employee is to work for the armed services for a weekend duty, other than the two (2) week call to duty per year, they may take that time as vacation or swap time.

6. SECTION 6 – BEREAVEMENT LEAVE

1. In the event of death in the immediate family of an employee, said employee shall be allowed up to seventy-two (72) hours off with pay. Immediate family shall be limited to spouse, child, mother, father, brother, sister, (including foster parents or children), domestic partner, step-parents, step-child, or any other blood relative living under the same roof as the employee.
2. Employees shall be allowed twenty-four (24) hours off with paid compassionate leave in the event of death of mother-in-law, father-in-law, grandparents, grandchildren, spouses' grandparents, brother-in-law, or sister-in-law.

3. Additional bereavement leave may be granted by the Fire Chief or their designee.
4. If internment of a relative of an employee, as defined above, is postponed to a later date and occurs during the employee's scheduled workdays, the employee may take any of the unused seventy-two (72) or twenty-four (24) foregoing hours off with pay for the internment.

L. ARTICLE XII

1. SECTION 1 - INSURANCE AND PENSION PLAN

1. The City will provide group health insurance coverage through plans offered by the Vermont Health Exchange ("VHE") for its eligible employees.
2. Effective January 1, 2021 the City will pay 85% of the premium cost of the BCBS Platinum Plan and will pay 95% of the premium cost of the Gold CDHP Plan for participating full time employees. Effective January 1, 2023, the City will pay 83.5% of the premium cost of the BCBS Platinum Plan and will pay 93.5% of the premium cost of the Gold CDHP Plan for participating full time employees. Effective January 1, 2024, the City will pay 81.5% of the premium cost of the Platinum Plan and will pay 91.5% of the premium cost of the Gold CDHP Plan for participating full time employees. The City's premium contribution shall be pro-rated for eligible part time employees.
3. An employee may select single, two persons, parent/children or family coverage under any of the plans offered by BCBS through the VHE and may apply the amount of the City's premium contribution toward the cost of the Gold CDHP Plan to the cost of the plan selected, not to exceed 100% of the premium cost for the alternate plan. Employees are responsible for all deductibles, co-insurance and co-payments required under the plan selected.
4. Effective July 1, 2022 the City will make the following annual contributions to health savings accounts established by employees electing coverage under the Gold CDHP Plan: single = \$800; two persons or parent child coverage = \$1,800; family coverage = \$2,250. Effective January 1, 2023 the City will make the following annual contributions to health savings accounts established by employees electing coverage under the Gold CDHP Plan: single = \$1,800; two persons or parent child coverage = \$1,800; family coverage = \$2,250. City contributions to employee HSA plans will be made on a quarterly basis in substantially equal amounts. The employee currently receiving the single insurance benefit under paragraph 12 of this section shall receive that benefit and is not eligible for the full single HSA contribution. Instead they will receive \$800 as an HSA contribution plus the \$1,000 benefit outlined in paragraph 12.
5. If an employee who is enrolled in an HSA and is making the recommended amount of contributions to their Plan (i.e., deductible amount minus any City contribution divided by fifty-two (52) weekly payments) incurs eligible medical expenses which are subject to the deductible early in the calendar

year, and does not have sufficient funds in their HSA or HRA account to pay such expenses, the employee may also elect to receive and the City shall provide an advance of additional funds. The advance available shall be up to the amount necessary to pay qualified medical expenses which are subject to the deductible, provided the Employee is willing to authorize the City to recover the amount advanced in equal amounts from the Employee's paycheck over the remainder of the calendar year and/or from the employee's final paycheck (if applicable) to repay the loan. The loan payments to the City will be made on a pre-tax basis to the extent allowed by law.

6. New employees who meet plan eligibility requirements shall have the option of choosing from any health care plans offered in this Agreement.
7. In the event the insurance carrier unilaterally changes deductibles or co-payment amounts for the prescription drug cost sharing structure of any eligible Plan, office visits, emergency room, hospital procedures and/or the like during the life of the Agreement, or in the event the primary deductible for the health insurance plan is changed by the carrier, the Parties will meet to negotiate the impact of that decision.
8. The City reserves the right to change its health insurance provider and the health insurance plans specified herein after meetings and conferring with the Union provided that the alternate health insurance plan provides employees with equal or greater overall coverage and benefits. The Parties agree that any alternate insurance carrier selected will have an established presence in Vermont and a proven track record with regard to the administration of group health insurance programs.
9. If two City employees are married or in a civil union and both positions are eligible for health and dental insurance benefits one may elect coverage as the primary covered person and the other shall be eligible for coverage as a dependent.
10. In the event that, during the life of this Agreement, any or all of the group health plans specified herein become unavailable, or there is a change in benefits due to health reform initiatives or mandates from either the federal or state (Vermont) government, the City and the Union agree to reopen this Agreement and negotiate the economic impact of the changes, including but not limited to alternative group health insurance program(s) or such other methods of providing employees with health insurance coverage. If such negotiations are not completed or are not expected to be completed prior to the date a current plan(s) is scheduled to end or change, the City is authorized to select an interim group health plan or plans which are as comparable to the present Plans as possible, and which shall remain in place until such time as the Parties have reached agreement and are able to implement newly negotiated plan(s). In no case will the City be obligated to continue the level of service provided under any Plan identified in this Article if such Plan is no longer available to the District or if Plan benefits change as a result of developments in federal or state law.

11. Any member of the bargaining unit who does not elect to take health insurance coverage from the City of Barre (as primary or dependent), and who demonstrates that he or she has alternate health insurance coverage from another employer or source other than the City of Barre, shall receive three thousand dollars (\$3,000.00) cash in lieu of the insurance benefit. The amount of three thousand dollars (\$3,000.00) will be used to calculate an hourly rate which will be incorporated into the employee's hourly rate of pay and shall be used in the calculation of overtime.
12. Any member of the bargaining unit who, as of July 1, 2015, elected to take single health insurance coverage only from the City of Barre, and who demonstrates that he or she has alternate health insurance coverage from another employer or source other than the City of Barre for all dependents, shall receive one thousand dollars (\$1,000.00) cash in lieu of the added insurance benefit. The employee may elect to receive this payment in cash (taxable) or may direct that the payment be made to the employee's HSA account (non-taxable). If an employee elects to receive a cash payment (taxable) the amount of one thousand dollars (\$1,000.00) will be used to calculate an hourly rate which will be incorporated into the employee's hourly rate of pay and shall be used in the calculation of overtime. This benefit shall not be extended to any new hires or to any additional employees who might otherwise qualify after July 1, 2015, nor shall it be available to any employee currently eligible to receive the additional payment who ceases to qualify for it.
13. The City will maintain a 457 Plan.
14. The City will establish a Retiree Section, which will offer a Medicare Supplement for health insurance to retirees over age sixty-five (65). Continuation of this coverage under a Medicare Carve-out plan is subject to the coverage continuing to be offered by the City's health insurance provider. Any employee who retires from their position with the City is eligible to join the Retiree Section and will be given the option of joining provided they are age sixty-five (65) or older and carry Medicare Parts A and B coverage. If an employee chooses to join the Retiree Section, they will continue to be covered under the City's health insurance plan in effect with the Medicare Carve-out plan, provided they fully reimburse the City for all monthly premiums associated with their coverage.
15. Any employee of the bargaining unit who retires at age fifty-five (55) or older and has at least ten (10) years of service with the City can continue on the City's health insurance plan until age sixty-five (65) as long as the employee reimburses the City each month for the premiums and administrative costs (as defined under COBRA laws) incurred for the coverage.
16. The City provides group term life insurance in the amount of fifty thousand dollars (\$50,000) at the City's expense. At age seventy (70) the amount of life insurance is reduced to 65% of the face value of the term life insurance policy.

(i.e., \$32,500) and at age seventy-five (75) the amount of life insurance is reduced to 50% of the face value of the term life insurance policy (i.e., \$25,000). Additional optional coverage at the employee's expense will be maintained, subject to individual insurability. Employees shall be covered by the basic life insurance coverage on the first of the month following thirty (30) days of employment.

17. Employees shall be eligible for coverage under the short-term disability insurance plan on the first of the month following thirty (30) days of employment. The plan features an elimination period of thirty (30) calendar days, and shall pay seventy percent (70%) of base weekly wages up to a maximum of six hundred and fifty dollars (\$650) per week for a maximum of twenty-six (26) weeks. An employee may utilize accrued paid leave to make up the difference between the disability payment and the employee's regular base pay. Eligibility is determined solely by the insurance carrier.
18. All new hires shall become members of VMERS Retirement Plan C. VMERS (Plan C) is provided to all employees. The Employer contribution to VMERS Plan C will be at the recommended share (currently 8.25% as of July 1, 2022) and the employee will contribute their statutorily required share (currently 11% as of July 1, 2022). Employees will retain the right to purchase prior years of service on an individual basis at no cost to the City.
19. Beginning July 1, 2024, the city will offer VMERS D. Current employees have the option to keep their current VMERS C or enroll in VMERS D. Employees hired after July 1, 2024, will be placed in VMERS D. The Employer contribution to VMERS Plan D will be at the recommended share (11.35% as of July 1, 2024) and the employee will contribute their statutorily required share (12.85% as of July 1, 2024). Employees will retain the right to purchase prior years of service on an individual basis at no cost to the City.
20. All benefits as set forth in Northeast Delta Dental Policy #925, Plan 3, Orthodontics D, shall become part of this Agreement. The employer assumes and agrees to pay all premiums assessed against this policy for permanent employees. Employees agree to pay for dependents coverage.
21. The City will provide reimbursement to employees needing eye care, to include, prescription eye wear, contacts, eye appointments, and related surgeries and procedures not otherwise covered by the employee's health care policy. The City will reimburse up to \$200 per contract year. Not more than two hundred dollars (\$200) of unused funds may be carried over from one year to the next.
22. The City will maintain a Section 125 Plan that allows employees to establish pre-tax withholdings for meeting premium co-pay, and other allowable expenses. The City will annually provide the employees with information on this plan.

M. ARTICLE XIII

1. SECTION 1 - EXCHANGE TIME

1. The officer in charge may grant the request of any two employees to exchange tours of duties or days off if the man filling-in can perform the other's duties. Exchange time can only be done between regular full-time employees. No swaps can be made using part-time or call personnel. There shall be no discrimination in exchange time. The Chief will have the final say on all exchange times. All exchange time will be in writing and signed by both officers involved and both employees involved. The Exchange Form will be filled out accordingly.

The form will contain the following minimum information:

- (a) Name of Employee requesting exchange
 - (b) Reason for the request
 - (c) Name of the employee exchanging time
 - (d) Date of exchange time
 - (e) Date of exchange payback
 - (f) Officers approval (signature)
 - (g) Employees signatures
 - (h) Date Request is approved
 - (i) Date Request is denied
 - (j) Reason for approval/denial
2. In the event that the employee exchanging time is unable to repay the time agreed upon, that employee is responsible for finding a replacement to fill the slot.
 - (a) Exchange time will not be paid out as Sick, Vacation or Personal time.
 - (b) Failure to abide by these rules will result in disciplinary action.

N. ARTICLE XIV

1. SECTION 1 - RELIEF AT FIRE SCENES AND MAJOR INCIDENTS

1. In the event of a fire or other major incident requiring an employee to work longer than their regular tour of duty, it shall be the responsibility of the officer in charge to see that the employee is relieved as speedily as possible.

O. ARTICLE XV

1. SECTION 1 - GRIEVANCE PROCEDURE

1. Definition: A grievance is defined as a claim or allegation that a provision or provisions of the collective bargaining agreement have been violated or misapplied.
2. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the Union as quickly as possible so as to ensure efficiency and promote employee morale.
3. The time frames for any or all steps of the grievance procedure may be extended as mutually agreed upon by both the City and the Local Union President or their designees. The term "working days" as used in this article shall mean Monday through Friday, excluding holidays.
4. In order to resolve issues expeditiously the parties are encouraged to discuss the matter. Should the City and the Union agree to an informative meeting, the timelines presented below will be adjusted accordingly from the date of that meeting.
5. Should an employee or group of employees feel aggrieved as a result of any claim or allegation that a provision or provisions of the collective bargaining agreement have been violated or misapplied, adjustment shall be sought as follows by the employee with the assistance of the Union. No settlement of a grievance by an employee shall contravene the provisions of this Agreement.
6. The grievance procedure shall consist of the following five (5) steps.
 - (a) The Union Steward, or their designee, with the aggrieved employee, if it relates to a single individual, shall take up the grievance or dispute orally at a pre-coordinated meeting with the employee's immediate supervisor within five (5) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Union Steward within five (5) working days.
 - (b) If the grievance has not been resolved, it shall be presented in writing to the Department Head, or designee, within five (5) working days after the supervisor's response. The Department Head or designee shall respond to the Steward in writing within five (5) working days. The written grievance shall cite specific contract Articles and paragraphs that are the basis of the grievance if the grievance alleges a contract violation.
 - (c) If the grievance still remains unresolved, it shall be presented to the City Manager or designee in writing within seven (7) working days after the response of the Department Head. The City Manager or designee shall respond in writing within ten (10) working days.

- (d) If the grievance still remains unresolved, it may be appealed to the City Council within ten (10) working days of the response from the City Manager. The City Council shall schedule a hearing within ten (10) working days of receipt of the appeal, and shall hold the hearing within ten (10) working days thereafter unless otherwise agreed between the Parties. The Council shall issue its written decision within ten (10) days of the close of the hearing. If the grievance is not resolved in this final step, the Union may, within fifteen (15) working days after the decision of the City Council, request arbitration by filing a written demand to arbitrate with the City Manager.
- (e) The parties shall, by mutual agreement, select an arbitrator. In the event that the Union and the Employer cannot agree on the arbitrator, the arbitrator shall be selected under the rules of the American Arbitration Association. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement, and their decision must be based on the evidence as submitted and shall be final and binding upon the parties hereto. It is mutually agreed that the compensation of the arbitrator shall be divided equally among the parties. The cost of the stenographic expenses shall be paid by the party ordering the same. The decision of the arbitrator shall be complied with within five (5) working days after the decision is rendered.

P. ARTICLE XVI

1. SECTION 1 - SAFETY AND HEALTH

1. The City and the Union shall cooperate in matters of safety, health, and sanitation affecting the employees. The City shall furnish turnout equipment including coat, pants, fire helmet, boots, gloves and SCBA masks, and all other safety equipment, which shall be necessary or required for the safety and welfare of the men on duty. All safety equipment shall be in good condition.
2. The City of Barre will pay for a complete physical every three (3) years on a rotating basis for each member of the Department by a City of Barre appointed physician. The parties agree that the physical shall be consistent with the Job Descriptions in Appendix D.
3. The City may require a medical examination by an appropriate health professional (i.e., physician, psychiatrist, licensed psychologist, as applicable) designated by the City to determine fitness for duty for just cause shown.

2. SECTION 2 – SMOKING

1. Due to current regulations regarding respiratory fitness, both parties have agreed in good faith that smoking tobacco and the use of tobacco products contributes to the development of a number of heart and lung diseases. The Parties agree that the terms such as “smoke”, “smoking tobacco”, “use of tobacco” and “tobacco products” include, but are not necessarily limited to

smoking cigarettes, cigars, pipes, smokeless tobacco or electronic cigarettes and any electronic devices that deliver nicotine or other substances into the body through inhaled smoke or vapor.

2. The City of Barre will only hire Firefighter/AEMTs who do not smoke or use tobacco products. Such individuals will continue to not smoke or use tobacco products for the duration of their employment.
3. All bargaining unit employees hired before July 01, 2000 will not be affected by the smoking and tobacco product conditions of employment that apply to newly hired employees.
4. All employees covered by this Agreement shall receive a statement notifying them of this requirement. This statement shall be acknowledged by initialing a copy, which will be put in their file.
5. Both parties agree that if an employee violates this no smoking and no tobacco product requirement, then they shall be provided a written notice of the violation. This statement shall include a warning that a second violation will result in termination.
6. If the employee violates the policy a second time, the employee will be terminated with no recourse.
7. The City will mandate no smoking or use of tobacco products in the fire station. Use of tobacco products will be allowed only in the designated areas set forth by the City of Barre. The user of that tobacco product is responsible for maintaining a clean area and will be expected to clean up any smoke materials left on the ground.

Q. ARTICLE XVII

1. SECTION 1 - WORKING RULES

1. The City may adopt rules for the operation of the Fire Department/Ambulance Service and the conduct of its employees, provided such rules do not conflict with any provisions of this Agreement.
2. The Chief will post proposals for new work rules and/or amendments to current work rules for at least ten (10) calendar days before the effective date of implementation. The Union may provide constructive feedback and suggestions to the Chief within ten (10) calendar days of the posting.
3. The Union and the City agree to form a joint committee to study and explore any issues of mutual interest or concern that do not involve mandatory subjects of bargaining or subjects covered by this agreement. The committee will strive to meet at least once quarterly or as requested.

2. SECTION 2 - DISCIPLINE & DISCHARGE

1. An employee who has completed their probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be processed through the grievance procedure in accordance with ARTICLE XV, except that in the case of discharge, the grievance shall be submitted in writing at Step #2 of the grievance procedure within five (5) working days of the date of the discharge. In the event that the City shall provide prior written notice of discharge, the grievance shall be submitted in writing at Step #2 within five (5) working days of the date of the written notice of discharge. The term "working days" as used in this article shall mean Monday through Friday, excluding holidays.
2. When imposing discipline or discharge the City will:
 - (a) Impose discipline within a reasonable time of the offense or the City's knowledge of the offense, giving due consideration for time required to investigate the issues. The City agrees to notify an employee of any potential disciplinary matter within seven (7) days of the City's discovery or knowledge of the offense, except in circumstances where such notification could compromise an ongoing investigation into the matter or related matters.
 - (b) Apply discipline with a view toward uniformity and consistency of punishment.
 - (c) Employ a system of progressive discipline in increasing order of severity.
 - (d) Have a union representative present at all steps outlined below.
 - i. First Offense - Oral Reprimand, which will be documented and signed as to the general nature of the reprimand and to those present at the time of the reprimand with a copy sent to the Union President.
 - ii. Second Offense of a similar nature - Written Reprimand. Written reprimands shall be written by the employee's immediate supervisor and/or the Fire Chief. The reprimand will be presented to and explained to the employee by the employee's immediate supervisor and/or the Fire Chief. A copy of the written reprimand will be sent to the Union President.
 - iii. Third Offense of a similar nature - Written Reprimand and up to ninety (90) days suspension without pay, at the discretion of the City Manager. Suspensions will be given out under the following guidelines. No vacation leave, sick leave or personal leave shall accrue during these suspensions.
 1. Up to fifteen (15) days for minor offenses
 2. Up to thirty (30) days for moderate offenses

3. Up to ninety (90) days for serious offenses
 - (e) Fourth Offense of a similar nature - Dismissal. The employee will be afforded an opportunity to meet with the City Manager prior to the decision to dismiss.
 - (f) Employees shall sign any written documentation of discipline that will be placed in their personnel file to acknowledge that they are aware of the action taken. The employee's signature is not an admission of guilt.
3. Nothing in this section shall prohibit the City from bypassing progressive discipline for just cause in appropriate cases. The City may repeat steps in progressive discipline and does not have to automatically advance to the next step.
4. Disciplinary action shall be taken in a manner which will not embarrass the employee in front of other employees or the public.
5. Oral Reprimand documentation and written reprimands (except those accompanied by a suspension) shall be removed from the employee's personnel file after two (2) years provided that no other disciplinary action of a similar nature was taken against the employee during the two (2) years following the warning or reprimand. Documentation relating to major disciplinary actions such as suspensions or demotions in rank shall remain in an employee's personnel file.

3. SECTION 3 – TRAINING

1. The City and The Union agree on the need and desirability of continuous training and education. The Chief of the Fire Department/Ambulance Service must approve all training. For courses required by the Chief, employees will be compensated at time and one-half (1½) for any hours spent over and above the normal tour of duty. The City will pay tuition and other incidental expenses for courses required by the Chief, and such other courses as may be approved by the Chief. Opportunities for such courses shall be distributed equally among the employees of the Fire Department/Ambulance Service.
2. Fire and EMS Training Officers, with the approval of the Chief, may need to come in on other shifts to perform training.
3. On a quarterly basis the City shall provide training in specialty disciplines (i.e. rope rescue, confined space rescue, fire operations, advanced fire behavior, LP gas fire control, etc.). Provisions will be made so employees participating in this training will not be required to respond to emergencies.
4. The City shall provide live fire training on all even number years beginning in 2024. This will be considered one of the quarterly trainings outlined in paragraph 3 of this section. This training shall be held at a Vermont Fire Academy live fire training facility, or equivalent that is in compliance with

NFPA 1403. These trainings will be required for all employees, barring extenuating circumstances on a case-by-case basis.

5. EMS RECERTIFICATION - The City will sponsor or send employees to an Emergency Medical Services (EMS) recertification course for the purpose of maintaining NREMT and Vermont EMS certifications and licenses.
6. The parties (the union, the city, and the department) understand the need to invest in and grow the number of line staff paramedic providers to at least six paramedics. To support this, the City shall budget fifteen thousand dollars (\$15,000) each fiscal year for paramedic training tuition allowance as set forth herein. The funds appropriated shall be a designated line item for Paramedic Training in the City budget.
 - (a) If the City pays for the paramedic program, the employee will be allowed time off (as work time) and shift coverage for all classroom sessions will be provided as necessary to maintain shift minimum staffing requirements. Clinical rotations will be scheduled around normal working shifts (some reasonable exceptions could be made possible). The employee will not be paid for clinical hours and class time when not on duty. In consideration of this financial support the employee will remain working with the BCFD for at least one recertification cycle (two years) after the conclusion of the program and successful certification. If the employee leaves before the end of the two (2) year recertification cycle, they shall repay the city for the direct cost of the course and any shift coverage that was provided.
 - (b) If the employee pays for the paramedic program, they will be allowed time off (as work time) and shift coverage for all classroom sessions will be provided as necessary to maintain shift minimum staffing requirements. Clinical rotations will be scheduled around normal working shifts (some reasonable exceptions could be made possible). The employee will not be paid for clinical hours and class time. In consideration of this financial support the employee will remain working with the BCFD for at least one (1) year after the conclusion of the program and successful certification. If the employee leaves before one (1) year, they shall repay the city for any shift coverage that was provided.
7. All employees must maintain minimum certifications as per attached job descriptions, as required by law and/or as required by this Agreement. The City shall continue to reimburse employees for actual fees and expenses incurred for recertification related to their assigned duties. In the event an employee fails a course required for recertification, the employee will bear the expense of re-taking the course.
8. In the event that the employees of the Fire Department /Ambulance Service become certified in any of the levels listed in sub-section (a) below, the employee will receive additional pay based upon the employee's position

and/or level of training in accordance with the following table and the wage schedule, Appendix A.

(a) Level of Certification

- i. Fire Fighter II – \$0.14/hr
- ii. Fire Officer I – \$0.18/hr (No FF II – incentive)
- iii. Fire Officer II – \$0.23/hr (No FF II or FO I – incentive)
- iv. AEMT - \$0.17/hr
- v. District 6 practicing Paramedic – \$0.64/hr (No AEMT incentive)

(b) Employees who hold the following certifications and are assigned by the Fire Chief or designee to perform the duties shall receive additional compensation of \$0.28/hr.

- i. Fire Alarm Technician - \$0.28/hr
- ii. Fire Investigator – \$0.28/hr
- iii. Fire Inspector - \$0.28/hr

(c) Employees who have an Associate's Degree in one or more of the following categories shall receive additional compensation of \$0.28/hr. Employees who have a Bachelor's Degree in one or more of the following categories shall receive additional compensation of \$0.34/hr., this rate will be in lieu of the Associates Degree rate. Employees who have a Master's Degree in one or more of the following categories shall receive additional compensation of \$0.40/hr., this rate will be in lieu of both the Associates and Bachelor's Degree rates.

- i. Fire Science, Fire Protection, Fire Engineering, Fire Investigation, Paramedicine, Emergency Management, Management of Emergency Services, Public Administration, Firefighting Technology or Hazardous Materials Specialist.
- ii. Any alternative college program not listed here may be submitted in advance for recommendation by the Fire Chief and pre-approval by the City Manager. The approval of an alternate degree program not listed in this contract shall be considered a permanent addition to the list of degrees specified within this section. Any wage adjustment based on the approval of an alternate degree program shall be prospective only.

(d) The incentive pay set forth in sub-sections (3a), (3b), and (3c) above shall be incorporated into the employee's base wage rate and paid out over the course of each fiscal year in the employee's regular paycheck.

- (e) An employee may be eligible for incentive pay in more than one category. For example, a paramedic with an Associate Degree in Fire Science and Fire Fighter II certification is eligible for the incentive pay listed for each of the three (3) categories.
- (f) In the event an employee's assignment changes during the fiscal year or the employee earns a new or higher certification any applicable increase based on certification/assignment shall commence immediately.
- (g) Any payment owed during the period of July 1, 2022, through the execution of this agreement (e.g., wage increases, stipends, etc.), shall be paid to eligible firefighters as soon as reasonably possible following ratification of the agreement.

R. ARTICLE XVIII

1. SECTION 1 – ABSENTEEISM

- 1. In the event of an emergency or other circumstances when the employee is unable to report to work, the employee shall notify the Duty Officer forthwith.
- 2. In justice and fairness to the City and the taxpayers, all employees shall be required to report for work on time and shall not leave the job early unless properly relieved. The rotation procedure shall be officers to relieve officers or regulars, and regulars to relieve regulars or officers. The Parties agree that, notwithstanding the above language, there will always be an officer on each shift.

S. ARTICLE XIX

1. SECTION 1 - PAID HOLIDAYS

- 1. The following legal holidays shall be paid by the City to any regular employees:

New Year's Day.....	January 1 st
Lincoln's Birthday.....	February 12 th
Washington's Birthday.....	3rd Monday in February
Town Meeting Day.....	as observed by the city
Memorial Day.....	as observed by State of Vermont
Independence Day.....	July 4 th
Bennington Battle Day.....	August 16 th
Labor Day.....	1st Monday in September
Columbus/Indigenous Peoples Day.....	2nd Monday in October
Veteran's Day.....	November 11 th
Thanksgiving Day.....	4th Thursday in November
Christmas Day.....	December 25 th

Remembrance Day September 11th (Not a paid Holiday)

- (a) Said legal paid holidays shall be paid at the rate of ten (10) hours per day over and above the regular wage on the last pay period of each month.
- (b) Full-time permanent employees will be paid at the rate of time and one-half for hours worked on any one of the aforementioned paid holidays up to a maximum of five (5) hours.
- (c) The City agrees that if Juneteenth is granted as an additional holiday to another bargaining unit it will become an additional holiday for the firefighter's unit.
- (d) Employees scheduled to work Monday through Friday will have the paid holidays recognized in Article 19, Section 1 of this agreement off and will not receive holiday pay.

2. SECTION 2 - JURY DUTY/WITNESS

- 1. Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from their regular duties during the actual period of such jury duty and shall receive for such period of jury duty their regular pay or their jury duty pay, whichever is greater. Any employee who elects to receive their pay will turn in their jury duty pay.
- 2. Any employee who is subpoenaed, as a witness to a court shall be granted a leave of absence to perform said duties. The employee may receive their regular pay, or their witness pay, whichever is greater. Any employee who elects to receive their pay will turn over their witness pay to the City.

T. ARTICLE XX

1. SECTION 1 – TRAINING FILE & PERSONNEL FILE

- 1. The Chief, or designee, shall maintain one (1) official personnel file and one (1) official training file for each member. Each employee's personnel file shall include, but not limited to the initial application, educational documentation, documentation related to discipline, certifications, letters of commendation, thank you cards, documentation of wage increases and materials relevant to promotions or other changes in employment status.
- 2. An employee shall have the right to inspect material (other than pre-employment material) in their personnel file during normal business hours by appointment with the Fire Chief who is the custodian of the file. An employee shall be furnished a copy of material included in the file upon request. The City reserves the right to have its representative present during the employee's inspection of the file.
- 3. No adverse information shall be placed in an employee's personnel file unless the employee is so informed at the time and is furnished with a copy. An employee shall have the right to submit a written rebuttal to any adverse

information for inclusion in the employee's personnel file. Members may submit documents originating from other sources, which are directly related to their job performance to the Chief for consideration of inclusion in the employee's personnel file.

4. One (1) official training file will be maintained by the Chief or designee. Materials included in these files must strictly pertain to training and certification and are to be copies of the originals only.
5. Documentation related to training may also be included in the employee's official personnel file. Adverse information or documentation related to training must be placed and maintained in the employee's official personnel file.
6. The city will provide a former employee with a complete copy of the employee's personnel file on a one-time basis.

U. ARTICLE XXI

1. SECTION 1 - PROTECTION OF PROPERTY AND EQUIPMENT

1. It shall be the responsibility of any employee having custody of any Barre City Fire Department/Ambulance Service equipment and property to see that it is properly cared for, kept clean, and returned to its proper place of storage. A written report, in triplicate, shall be made to an officer of the department if repairs are necessary. The employee making the report shall keep one (1) copy.

V. ARTICLE XXII

1. SECTION 1 – UNIFORMS & FOOTWEAR

1. The City shall furnish all clothing to be worn by the employees of the Fire Department/Ambulance Service.
2. The City shall provide non-probationary firefighters with a Class A uniform following successful completion of the original probation period.
3. Cleaning will be done in the station washer and dryer, except that the City will pay for cleaning Class A uniforms for all members once per contract year, or more often if approved by the Chief.
4. The City will provide three sets of serviceable primary uniforms to employees through a provider(s) of its choice. Primary uniforms will be replaced on an annual basis or more frequently as necessary through the quartermaster program. Primary uniforms will include pants, long sleeve and short sleeve T-shirts, and polo shirts. The City will also provide jackets, job shirts, belts, hats, shorts, long and short sleeve (Class B) badge shirts, gym shorts, and other appropriate uniform items consistent with current practice.

5. Employees will have up to two hundred fifty dollars (\$250.00) per contract year to spend on boots or exercise footwear to be used primarily in connection with participation in the department's physical fitness program. Boot selection is subject to the approval of the Chief. Employees can only spend footwear allotment on exercise footwear if they already have serviceable boots. Employee's may rollover one fiscal year's boot allowance to be used in the next fiscal year.

W. ARTICLE XXIII

1. SECTION 1 - NO STRIKE

1. The Union agrees that while this contract is in effect there shall be no strikes and the City Fire Department/Ambulance Service in return agrees that there shall be no lockout of its employees.

X. ARTICLE XXIV

1. SECTION 1 - PHYSICAL FITNESS

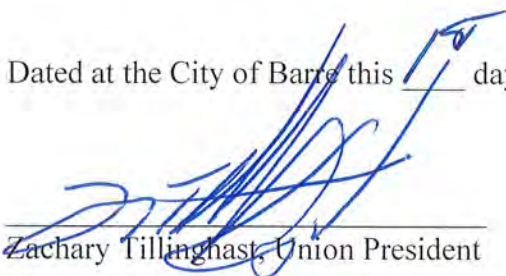
1. All employees in the Department will participate in a physical fitness program. It is mandatory for all employees to participate for one (1) hour per shift at a time determined by the Shift Officer. The Shift Officer may skip the mandatory one (1) hour if in the course of the day sufficient physical fitness was attained (i.e., structure fire, EMS runs).
2. Employees will take the physical agility test each year to determine areas that may need improvement. Any fees associated with this test will be paid by the City. This test is further described in Appendix C.
 - (a) Employees hired prior to March 1, 2013 will participate in good faith in remedial programs designed to improve their physical fitness levels in areas which are below standard and which need improvement.
 - (b) As of March 1, 2013, all new employees will be required to pass the Department's physical agility test annually. An employee who does not pass the annual test shall have six (6) months in which to re-take and pass the test, or face disciplinary action. The City in its discretion may engage services of a personal fitness trainer to assist an employee in appropriate circumstances.
3. The City in its discretion will provide and maintain exercise equipment.
4. The Parties agree that, during the term of the Agreement and following negotiations with the Union, the City and Union will participate in good faith efforts to create an incentivized non-punitive physical fitness program in accordance with the IAFF/IAFC Peer Fitness Training Program.


Y. ARTICLE XXV


1. SECTION 1 - DATES

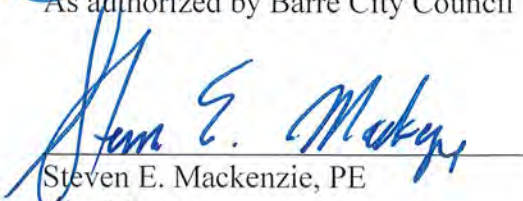
1. The wage schedules and wage increases provided in this Agreement shall become effective as of July 01, 2022 regardless of date of ratification, Changes in working conditions provided in this Agreement shall be effective upon ratification. This Agreement shall remain in full force and effect until June 30, 2026 and thereafter from year to year until terminated. It may be terminated at the end of a contractual year by notice in writing by one party, served ninety (90) days prior thereto, upon the other party.
2. Ninety (90) days prior to the expiration date of this contract, negotiations shall begin between the parties hereto to decide on rates of pay, hours of work, or other changes in the terms of this contract, which the parties hereto shall consider desirable. This contract may be modified or changed only by mutual agreement, in writing, of both parties.
3. The expiring agreement shall remain in effect until a successor agreement is in place.

Dated at the City of Barre this 17th day of July, 2022.


Zachary Tillinghast, Union President


David Rubalcaba, Vice President


Jake Hemmerick, Mayor
As authorized by Barre City Council


Steven E. Mackenzie, PE
City Manager
As authorized by Barre City Council

APPENDIX A-1 - CLASSIFICATION & WAGES FOR FIRE DEPT.

WAGES (Based on Average 42 Hours/Week)

July 1, 2022 - June 30, 2023 (4% Increase)					
STEP	Time on Step	Firefighter	Lieutenant	Captain	Fire Marshal
1					
2					
3	6 Months	\$19.87			
4	6 Months	\$20.98			
5	1 Year	\$24.11			
6	1 Year	\$25.01			
7	1 Year	\$25.70			
8	1 Year	\$26.06			
9	1 Year	\$26.38			
10	1 Year	\$26.92			
11	1 Year	\$27.47	\$28.57	\$29.71	\$30.90
12	1 Year	\$27.75	\$28.86	\$30.00	\$31.21
13	1 Year	\$28.02	\$29.14	\$30.31	\$31.52
14	1 Year	\$28.30	\$29.43	\$30.62	\$31.83
15	1 Year	\$28.58	\$29.73	\$30.91	\$32.16
16	1 Year	\$28.87	\$30.02	\$31.22	\$32.48
17	1 Year	\$29.15	\$30.33	\$31.54	\$32.80
18	1 Year	\$29.44	\$30.64	\$31.84	\$33.13
19	1 Year	\$29.74	\$30.93	\$32.17	\$33.46
20	1 Year	\$30.04	\$31.24	\$32.49	\$33.79
21	1 Year	\$30.34	\$31.56	\$32.82	\$34.13
22	1 Year	\$30.65	\$31.88	\$33.14	\$34.48
23	1 Year	\$30.95	\$32.19	\$33.47	\$34.82
24	1 Year	\$31.26	\$32.51	\$33.81	\$35.17
25	1 Year	\$31.57	\$32.84	\$34.14	\$35.52

ADDITIONAL INCENTIVES

- Fire Fighter II – \$0.14 per hour
- Fire Officer I – \$0.18 per hour (No FF II – incentive)
- Fire Officer II – \$0.23 per hour (No FF II or FO I – incentive)
- AEMT - \$0.17 per hour
- District 6 Practicing Paramedic – \$0.64 per hour (No AEMT incentive)
- Fire Alarm Technician - \$0.28 per hour
- Fire Investigator - \$0.28 per hour
- Fire Inspector - \$0.28 per hour
- Associates Degree - \$0.28 per hour
- Bachelor's Degree - \$0.34 per hour
- Master's Degree - \$0.40 per hour

APPENDIX A-2 - CLASSIFICATION & WAGES FOR FIRE DEPT.

WAGES (Based on Average 42 Hours/Week)

July 1, 2023 - June 30, 2024 (4% Increase)					
STEP	Time on Step	Firefighter	Lieutenant	Captain	Fire Marshal
1					
2					
3	6 Months	\$20.67			
4	6 Months	\$21.82			
5	1 Year	\$25.07			
6	1 Year	\$26.01			
7	1 Year	\$26.73			
8	1 Year	\$27.10			
9	1 Year	\$27.44			
10	1 Year	\$27.99			
11	1 Year	\$28.57	\$29.71	\$30.90	\$32.13
12	1 Year	\$28.86	\$30.01	\$31.20	\$32.46
13	1 Year	\$29.14	\$30.31	\$31.52	\$32.78
14	1 Year	\$29.43	\$30.61	\$31.84	\$33.11
15	1 Year	\$29.72	\$30.92	\$32.15	\$33.44
16	1 Year	\$30.03	\$31.23	\$32.47	\$33.78
17	1 Year	\$30.32	\$31.54	\$32.80	\$34.11
18	1 Year	\$30.62	\$31.86	\$33.12	\$34.46
19	1 Year	\$30.93	\$32.17	\$33.45	\$34.80
20	1 Year	\$31.24	\$32.49	\$33.79	\$35.14
21	1 Year	\$31.55	\$32.83	\$34.14	\$35.50
22	1 Year	\$31.87	\$33.15	\$34.47	\$35.86
23	1 Year	\$32.19	\$33.48	\$34.81	\$36.21
24	1 Year	\$32.51	\$33.81	\$35.16	\$36.58
25	1 Year	\$32.84	\$34.16	\$35.51	\$36.94

ADDITIONAL INCENTIVES

- Fire Fighter II – \$0.14 per hour
- Fire Officer I – \$0.18 per hour (No FF II – incentive)
- Fire Officer II – \$0.23 per hour (No FF II or FO I – incentive)
- AEMT - \$0.17 per hour
- District 6 Practicing Paramedic – \$0.64 per hour (No AEMT incentive)
- Fire Alarm Technician - \$0.28 per hour
- Fire Investigator - \$0.28 per hour
- Fire Inspector - \$0.28 per hour
- Associates Degree - \$0.28 per hour
- Bachelor’s Degree - \$0.34 per hour
- Master’s Degree - \$0.40 per hour

APPENDIX A-3 - CLASSIFICATION & WAGES FOR FIRE DEPT.

WAGES (Based on Average 42 Hours/Week)

July 1, 2024 - June 30, 2025 (4% Increase)					
STEP	Time on step	Firefighter	Lieutenant	Captain	Fire Marshal
1					
2					
3	6 Months	\$21.50			
4	6 Months	\$22.69			
5	1 Year	\$26.07			
6	1 Year	\$27.05			
7	1 Year	\$27.80			
8	1 Year	\$28.19			
9	1 Year	\$28.54			
10	1 Year	\$29.11			
11	1 Year	\$29.71	\$30.90	\$32.14	\$33.42
12	1 Year	\$30.01	\$31.21	\$32.45	\$33.76
13	1 Year	\$30.30	\$31.52	\$32.78	\$34.09
14	1 Year	\$30.61	\$31.83	\$33.12	\$34.43
15	1 Year	\$30.91	\$32.16	\$33.43	\$34.78
16	1 Year	\$31.23	\$32.47	\$33.77	\$35.13
17	1 Year	\$31.53	\$32.80	\$34.12	\$35.48
18	1 Year	\$31.84	\$33.14	\$34.44	\$35.84
19	1 Year	\$32.17	\$33.45	\$34.79	\$36.19
20	1 Year	\$32.49	\$33.79	\$35.14	\$36.55
21	1 Year	\$32.81	\$34.14	\$35.50	\$36.92
22	1 Year	\$33.15	\$34.48	\$35.85	\$37.29
23	1 Year	\$33.48	\$34.81	\$36.20	\$37.66
24	1 Year	\$33.81	\$35.16	\$36.57	\$38.04
25	1 Year	\$34.15	\$35.52	\$36.93	\$38.41

ADDITIONAL INCENTIVES

- Fire Fighter II – \$0.14 per hour
- Fire Officer I – \$0.18 per hour (No FF II – incentive)
- Fire Officer II – \$0.23 per hour (No FF II or FO I – incentive)
- AEMT - \$0.17 per hour
- District 6 Practicing Paramedic – \$0.64 per hour (No AEMT incentive)
- Fire Alarm Technician - \$0.28 per hour
- Fire Investigator - \$0.28 per hour
- Fire Inspector - \$0.28 per hour
- Associates Degree - \$0.28 per hour
- Bachelor’s Degree - \$0.34 per hour
- Master’s Degree - \$0.40 per hour




APPENDIX A-4 - CLASSIFICATION & WAGES FOR FIRE DEPT.

WAGES (Based on Average 42 Hours/Week)

July 1, 2025 - June 30, 2026 (4% Increase)					
STEP	Time on step	Firefighter	Lieutenant	Captain	Fire Marshal
1					
2					
3	6 Months	\$22.36			
4	6 Months	\$23.60			
5	1 Year	\$27.12			
6	1 Year	\$28.14			
7	1 Year	\$28.91			
8	1 Year	\$29.32			
9	1 Year	\$29.68			
10	1 Year	\$30.28			
11	1 Year	\$30.90	\$32.14	\$33.42	\$34.76
12	1 Year	\$31.21	\$32.46	\$33.75	\$35.11
13	1 Year	\$31.52	\$32.78	\$34.09	\$35.46
14	1 Year	\$31.83	\$33.11	\$34.44	\$35.81
15	1 Year	\$32.15	\$33.45	\$34.77	\$36.17
16	1 Year	\$32.48	\$33.77	\$35.12	\$36.53
17	1 Year	\$32.79	\$34.11	\$35.48	\$36.90
18	1 Year	\$33.12	\$34.46	\$35.82	\$37.27
19	1 Year	\$33.46	\$34.79	\$36.18	\$37.63
20	1 Year	\$33.79	\$35.14	\$36.55	\$38.01
21	1 Year	\$34.12	\$35.51	\$36.92	\$38.39
22	1 Year	\$34.48	\$35.86	\$37.28	\$38.78
23	1 Year	\$34.81	\$36.21	\$37.65	\$39.17
24	1 Year	\$35.17	\$36.57	\$38.03	\$39.56
25	1 Year	\$35.52	\$36.94	\$38.41	\$39.95

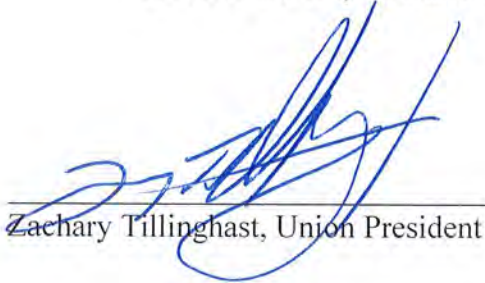
ADDITIONAL INCENTIVES

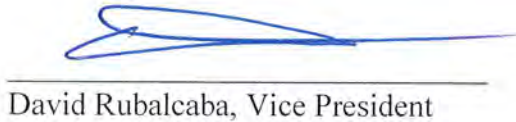
- Fire Fighter II – \$0.14 per hour
- Fire Officer I – \$0.18 per hour (No FF II – incentive)
- Fire Officer II – \$0.23 per hour (No FF II or FO I – incentive)
- AEMT - \$0.17 per hour
- District 6 Practicing Paramedic – \$0.64 per hour (No AEMT incentive)
- Fire Alarm Technician - \$0.28 per hour
- Fire Investigator - \$0.28 per hour
- Fire Inspector - \$0.28 per hour
- Associates Degree - \$0.28 per hour
- Bachelor’s Degree - \$0.34 per hour
- Master’s Degree - \$0.40 per hour

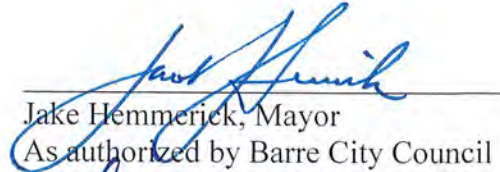
APPENDIX B - ACKNOWLEDGMENT OF ARBITRATION

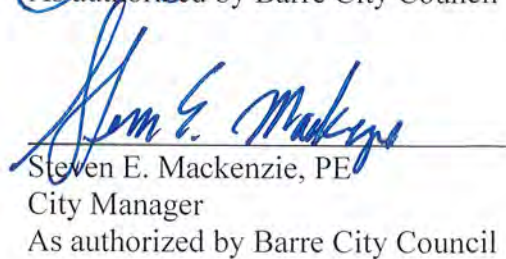
1. Local #881, International Association of Fire Fighters, AFL-CIO-CLC, (hereinafter call the "Union") and the City of Barre (hereinafter called the "City") understands that this agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Union and the City agree that any such dispute shall be submitted to an impartial arbitrator.

Dated at the City of Barre this 15th day of July, 2022.


Zachary Tillinghast, Union President


David Rubalcaba, Vice President


Jake Hemmerick, Mayor
As authorized by Barre City Council


Steven E. Mackenzie, PE
City Manager
As authorized by Barre City Council

APPENDIX C - EMPLOYEE'S PHYSICAL QUALIFICATION TEST

THE PHYSICAL AGILITY TEST

The following pages describe the ten (10) tasks that must be successfully completed by all candidates for a position as a fire fighter in order to pass the physical agility test. All full-time fire fighters shall successfully complete tasks # 1 – 8 annually. Tasks 1 – 7 must be completed within five (5) minutes. Keep in mind that these tasks are performed while wearing forty-five (45) pounds of protective firefighting clothes and gear or a forty-five-pound weight vest. The individual shall also wear a fire helmet, appropriate footwear, and gloves. In preparation for the agility test physical training should emphasize cardio/respiratory (heart/lung) fitness, strength, and muscular endurance. Running, swimming, walking, cycling, and weight training are some of the best preparatory approaches.

Individuals shall be allowed to rest at any given time during the agility test. The clock will continue to run while an individual is resting.

If a test taker is unable to complete the test or goes over the maximum allowable time, they have failed the test.

If an individual experiences any adverse effects (dizziness, nausea, etc.) at any point during the physical agility test, they must notify one of the proctors immediately.

If an applicant for new hire fails the agility test for any reason, they will not be allowed to continue any further in the hiring process. They will be required to take the entire hiring test over the next time it is offered in the future.

1. LADDER EXTENSION

1. REQUIREMENTS: Fully raise (extend) the top (fly) section of the twenty-four-foot (24') extension ladder and safely lower it completely by using the attached rope (halyard).
2. PROCEDURE: The applicant will fully raise (extend) and lower the top (fly) section of the permanently fixed twenty-four-foot (24') ladder by using the hand-over-hand method. Allowing the rope (halyard) to slip through the hands is unacceptable. A penalty of ten (10) seconds will be added to an applicant's total time if the halyard slips and the top section falls a distance of three (3) or more rungs to the ground. Both of the applicant's feet must remain in contact with the ground at all times while raising and lowering the ladder.
3. JOB RELATEDNESS: Extension ladders are carried on all Fire Department apparatus. A firefighter must have the ability to safely and quickly raise and lower the top section of the extension ladder at emergency scenes. The ladder extension is performed by one person

using the hand-over-hand method. Allowing the halyard to slip through the hands is unsafe and could result in personal injury and/or damage to the ladder.

2. HYDRANT OPERATION

1. REQUIREMENTS: Perform eight (8) complete revolutions of a fire hydrant valve stem using a wrench.
2. PROCEDURE: The applicant must perform eight (8) complete revolutions of the hydrant valve stem with the attached hydrant wrench. The applicant must remain in the marked area at all times. Failure to do so will result in no credit for that revolution which will have to be repeated.
3. JOB RELATEDNESS: Firefighters are required to operate fire hydrants during emergency firefighting operations and during the on-going hydrant testing and maintenance programs. While the average fire hydrant begins flowing water after approximately six (6) full turns, it usually requires about twenty (20) full turns to completely open the hydrant valve. Fire hydrants require an average of eighty (80) pounds of twisting force through the first eight (8) turns of the valve stem, and then become appreciably easier to turn.

3. HOSE PULL

1. REQUIREMENTS: Extend one hundred fifty (150) feet of two- and one-half inch (2 ½") fire hose.
2. PROCEDURE: The applicant will approach one hundred fifty (150) feet of dry two- and one-half inch (2 1/2") fire hose and nozzle, which is in an accordion fold. The applicant moves forward until the entire one hundred fifty (150) feet of hose is stretched out. This is completed as quickly as possible, and without stopping.
3. JOB RELATEDNESS: two- and one-half inch (2 1/2") hose is carried on all apparatus in various lengths. A firefighter occupying the nozzle position is responsible for extending the line to the point of attack.

4. SIMULATED ROOF VENTILATION

1. REQUIREMENTS: Complete fifty (50) acceptable impacts with a six (6) pound sledgehammer.
2. PROCEDURE: The applicant must strike a target fifty (50) times in the demonstrated manner as quickly as possible, with enough force to simulate the penetration of standard roofing materials.
3. JOB RELATEDNESS: In order to effectively ventilate the roof of a small (40' x 60') building, the firefighter would be required to strike the roof a minimum of fifty (50) times, penetrating the roofing materials with

each blow. This is normally accomplished using a six-pound pick head ax. We are using a sledgehammer for safety to the applicant and to lessen wear on the props and equipment.

5. LADDER HANDLING

1. REQUIREMENTS: Remove a fourteen-foot (14') ladder from a rack, carry it a short distance and replace it on an identical rack.
2. PROCEDURE: The applicant will approach a fourteen-foot (14') ladder, which is hanging on a ladder rack mounted approximately eighty (80) inches above the ground. The ladder must be removed from the rack, carried approximately ten (10) feet, and replaced in its original position on an identical rack as quickly as possible. The ladder must not be dropped or touch the ground.
3. JOB RELATEDNESS: Ladders carried on our engine companies are mounted an average of eighty (80) inches off the ground. An individual must have the ability to reach and maneuver these ladders at the scene in an emergency.

6. ATTIC CRAWL

1. REQUIREMENTS: Applicant will proceed on hands and knees on 2X6 rafters, which are twenty-four (24) inches apart, elevated twenty-four (24) inches off the ground. The prop is six (6) feet wide and twelve (12) feet long.
2. PROCEDURE: The above requirements must be performed as quickly as possible. Ten seconds will be added to the applicant's overall time each time a part of the body drops between the rafters.
3. JOB RELATEDNESS: Proceeding through attics and confining crawl spaces in full turnout gear is a routine part of a firefighter's duties. In order to reach smoldering attic fires, or to check for an extension from an interior fire, the firefighter may enter the attic and crawl to the necessary location. If a part of the body drops between the rafters, unnecessary damage is done to the ceiling. Also this can result in injury to the firefighter.

7. BAG DRAG

1. REQUIREMENTS: Drag a one hundred and forty (140) pound sandbag one hundred and twenty (120) feet.
2. PROCEDURE: Applicant must, drag a one hundred forty (140) pound sandbag) sixty (60) feet around a cone and return to the start line as quickly as possible.
3. JOB RELATEDNESS: When performing a rescue in a fire situation, most adults are not carried from the building, but rather, the firefighter

drags them. To remove the victim to a safe location, it is not unusual to travel a distance of one hundred twenty (120) feet or more. This task is commonly completed by one firefighter.

8. BREATHING APPARATUS DONNING

1. **REQUIREMENTS:** Don a breathing apparatus fully and be ready to go to work when complete. This will be a timed event.
2. **PROCEDURE:** The applicant will complete this task and be evaluated in accordance with Job Performance Requirements in the Vermont Firefighter I curriculum.
3. **JOB RELATEDNESS:** Self-contained breathing apparatus is a part of a firefighter's personal protective gear. They must be fully proficient in their use and care. Donning in a prescribed amount of time is a requirement.

9. STAIR CHAIR

1. **REQUIREMENTS:** Carry it up a flight of stairs, collapsed, and back down again with a patient, demonstrating the features of the chair.
2. **PROCEDURE:** The Candidate, by themselves, will carry the stair chair from the bottom of the stairs to the patient at the top of a flight of stairs. The Candidate will then assist a patient on to the chair and properly secure them to the chair. The Candidate will need to coach the patient on what they are expected to do while they are being moved. The Candidate should also be able to explain all of the features of the stair chair, and demonstrate their use, such as handrail extensions, treads and straps. The Candidate, with the assistance of an untrained assistant, will then bring the patient down the flight of stairs. Three minutes may be given to the Candidate to familiarize them with the equipment if they have not used it before the time of the testing.
3. **JOB RELATEDNESS:** EMT's/Paramedics are often required to use a stair chair to remove a patient from a residence when it is unsafe or not feasible for the patient to walk. They must understand all of the operations associated with the chair in the event an untrained person (police officers) are requested to assist. It is imperative that the EMT/Paramedic can direct an assistant in the task to safely move the patient to the ambulance

10. LADDER TOWER CLIMB

1. **REQUIREMENTS:** The applicant will safely climb to the top of BCFD's fully extended aerial truck and back down.
2. **PROCEDURE:** The aerial will be at a 70-degree angle and fully extended. The applicant will wear turn out gear and a ladder belt for

safety purposes. If not familiar with an aerial truck they will be instructed.

3. JOB RELATEDNESS: At fire scenes firefighters need to be able to climb a ladder truck for purposes of ventilation, life rescue and fire extinguishment. All firefighters must be comfortable climbing it safely and without hesitation.

APPENDIX D - JOB DESCRIPTIONS

1. FIRE CAPTAIN

1. Definition:

- (a) Supervisory work in directing the operations at the scene of a fire or rescue operation in the protection of life and property, and in the prevention and extinguishing of fires, secondary responsibility for day-to-day operations of the fire station and on duty personnel and all other related duties as required.

2. Essential Functions of the Job: This section outlines the essential job functions of this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" are also incorporated as essential job functions of this position. An employee must be able to perform these essential functions of this position. An employee must be able to perform the essential functions of the job with or without reasonable accommodations.

- (a) Works under the general direction of the Fire Chief with duties and responsibilities as defined by Vermont State Statute and Barre City Fire Department Rules and Regulations and Standard Operating Procedures.
- (b) Performs highly responsible duties of a complex nature, which requires considerable initiative and independent judgment particularly in emergency situations, which may not fall clearly within established practices and precedents. Errors could endanger life and property, cause considerable delay and confusion, and have financial and/or legal repercussions.
- (c) Acts as shift leader and routinely supervises on duty personnel; may direct all department personnel at any emergency scene in the absence of superior officers.
- (d) Approves overtime, and may approve payroll but only in the absence of the Chief and Deputy Chief.
- (e) Errors could endanger life and property, cause considerable delay and confusion, and have financial and/or legal repercussions.
- (f) May assist the Fire Chief with the appointment of new personnel, both fulltime and call firefighters.
- (g) Under certain circumstances may have access/knowledge of confidential information related to personnel records, information, and criminal investigations.

- (h) Makes frequent contact and maintains positive relations with the general public and other public safety personnel.
- (i) Completes all applicable reports documenting services rendered by on duty personnel.
- (j) Participates as needed in community fire prevention programs and activities.
- (k) In the absence of the Fire Chief or superior officer, has the authority to suspend from duty for just cause.
- (l) Heavy physical effort is required to perform duties including situations of personal danger and exposure to all types of weather conditions and hazardous environments; work schedule can be unpredictable.
- (m) On call and available as per ARTICLE I, Section 2.5, of the agreement between the City of Barre and Local #881.
- (n) Work Environment:
 - i. Office: Administrative, Documentation, classroom training, meetings, record keeping are conducted in a climate-controlled office environment. Noise levels are moderate and may include scanners, copiers, radios, printers, and telephones.
 - ii. Non – Emergency Operations - significant potential for personal danger including significant injury. Cold and hot extreme temperature, snow, rain, wind, and potential for combative citizens.
 - iii. Emergency Operations - may be performed under variable weather conditions and in an environment with considerable potential for personal danger including significant risk of injury.

3. Examples of Work:

- (a) Responds to emergency incidents and directs activities at the scene of fires and emergency medical operations; directs initial equipment deployment and takes command until relieved by a senior officer.
- (b) Oversees and performs firefighting activities utilizing fire hose, ladders, heavy stream appliances, and extinguishers; ventilates burning buildings, uses forcible entry tools when necessary; enters burning buildings to evacuate and rescue person in danger, and to extinguish fire; responds to rescue calls, motor vehicle accidents and hazardous materials incidents.
- (c) May be called upon to operate fire apparatus, aerial ladders, pumps, hydraulic tools, and related equipment. Assists in spreading salvage

covers, removes excess water and debris, and secures buildings against rekindling.

- (d) Administers emergency medical care as needed. Applies basic and advanced life support techniques where required including but not limited to oxygen equipment, splinting devices, defibrillators, backboards, accessories, medical diagnostic equipment, and numerous other pieces of related equipment. Operates emergency medical services vehicles.
- (e) Responsible for the fire station and readiness of all equipment. Assumes daily mechanical responsibility for all vehicles and equipment, performs preventive maintenance such as checking oil and water, coordinates difficult repair jobs with appropriate repair facility, and inspects repair work.
- (f) Attends drills and training classes in firefighting, emergency medical services, and related subjects to improve job knowledge and skills.
- (g) Conducts daily house duties to maintain the building and grounds.
- (h) Assists Fire Chief with day-to-day administration of the department when needed.
- (i) Answers telephone and radio transmissions.

4. Recommended Minimum Qualifications:

(a) Education and Experience:

- i. Five (5) to ten (10) years of fulltime firefighting and emergency medical service experience which should include documentation of on-going education in command and tactical procedures for fire and emergency medical services and training in administrative practices, or any equivalent combination of education and experience.

(b) Knowledge, Ability, and Skill:

- i. Thorough knowledge of firefighting, emergency medical services, and fire prevention and protection practices and equipment.
- ii. Thorough knowledge of the geography of the city.
- iii. Comprehensive knowledge of departmental policies and regulations.
- iv. Proven ability to direct personnel and equipment operations under emergency conditions; background in tactics and

strategies of firefighting, multiple company operations and mass casualty operations; familiarity with the incident command system.

- v. Possess the skills to communicate clearly and concisely in writing and orally.
- vi. Ability to establish and maintain effective and harmonious relationships with subordinates, the general public, and with city officials.
- vii. Working knowledge of City streets, hydrant system, and major buildings.

5. Required Certifications and Qualifications:

- (a) High School Diploma (or equivalent)
- (b) CPR certification.
- (c) Vermont motor vehicle operator's license.
- (d) Vermont Advanced Emergency Medical Technician
- (e) Vermont Fire Service Training Council Firefighter II
- (f) Minimum of Hazardous Materials Operations
- (g) Training in tactics and strategies of firefighting and multiple company operations.
- (h) Training in the Incident Command System.
- (i) Ability to pass departmental physical agility test in Appendix C (if required).
- (j) Live within 10 air miles of the Barre City Fire Station.

6. Desirable Certifications and Qualifications:

- (a) Instructional certifications – Fire and/or EMS
- (b) Paramedic
- (c) Fire Officer 1
- (d) Fire Officer 2

7. Travel: May be required to travel for trainings or meetings outside of the local area. Training travel may require the use of a personal vehicle with mileage reimbursement.
8. Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

PHYSICAL ACTIVITY REQUIREMENTS

- Employee is responsible for wearing and maintaining personal protective equipment.
- This job requires the ability to stand for extended periods of time.
- This job requires the ability to see, whether naturally or with vision correction tools (glasses, contacts).
- This job requires the ability to hear, whether naturally or with hearing correction tools (hearing aid) in order to communicate with coworker/supervisors/customers, and to recognize audible warning devices from trucks and equipment.
- Must have the ability to be on one's feet regularly and use hands, arms, and legs repeatedly on the job.

Specific vision abilities required by this job include: close vision, peripheral vision, depth perception and ability to adjust focus. Color vision required if hired after January 1, 2020.

- Ability to wear full firefighting PPE and SCBA (see note below)
- Ability to twist, bend, crawl, squat, kneel, and crouch.
- Must have the ability to sit regularly and repeatedly.
- Ability to lift and/or carry 50 lbs.
- Ability to push, pull, reach at shoulder height and above and below shoulder height.
- Ability to climb and maintain balance.
- This job also requires the ability to occasionally walk extended distances.

In the event an employee is unable to perform any or all of these requirements; the use of the State of Vermont – Department of Labor (workers compensation division) 'Work Capabilities Form' must be utilized to document the employee's current physical state.

Note: Full firefighting protective personal equipment includes the following: turnout coat, turnout pants, structural boots, structural gloves, protective hood, helmet and SCBA. SCBA is a self-contained breathing apparatus includes a backpack, tank of compressed air, and positive pressure mask over the entire face. Full firefighting PPE and SCBA worn together generally weigh in excess of 50 lbs.

AMERICANS WITH DISABILITIES ACT

A qualified individual with a disability may request a reasonable accommodation to perform the essential job functions of the job. Any individual seeking a reasonable accommodation should contact the City of Barre Human Resources Department.



2. FIRE LIEUTENANT

1. Definition:
 - (a) Periodic supervisory work in directing the operations at the scene of a fire or rescue operation in the protection of life and property, and in the prevention and extinguishing of fires; secondary responsibility for day-to-day operations of the fire station and on duty personnel when assigned and all other related duties as required.
2. Essential Functions of the Job: This section outlines the essential job functions of this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" are also incorporated as essential job functions of this position. An employee must be able to perform these essential functions of this position. An employee must be able to perform the essential functions of the job with or without reasonable accommodations.
 - (a) Works under the general direction of the Fire Chief with duties and responsibilities as defined by Vermont State Statute and Barre City Fire Department Rules and Regulations and Standard Operating Procedures.
 - (b) Performs highly responsible duties of a complex nature which requires considerable initiative and independent judgment particularly in emergency situations which may not fall clearly within established practices and precedents.
 - (c) Acts as shift leader as needed and when doing so supervises on duty personnel; may direct all department personnel at any emergency scene in the absence of the superior officers.
 - (d) Approves overtime, and may approve payroll but only in the absence of the Chief and Deputy Chief.
 - (e) Errors could endanger life and property, cause considerable delay and confusion, and have financial and/or legal repercussions.
 - (f) May assist the Fire Chief with the appointment of new personnel, both fulltime and call firefighters.
 - (g) Under certain circumstances may have access/knowledge of confidential information related to personnel records, information, and criminal investigations.
 - (h) Makes frequent contact and maintains positive relations with the general public and other public safety personnel.
 - (i) Completes all applicable reports documenting services rendered by on duty personnel.

- (j) Participates as needed in community fire prevention programs and activities.
- (k) In the absence of the Fire Chief or a superior officer, has the authority to suspend from duty for just cause.
- (l) Heavy physical effort is required to perform duties including situations of personal danger and exposure to all types of weather conditions and hazardous environments; work schedule can be unpredictable.
- (m) On call and available as per ARTICLE I, Section 2.5, of the agreement between the City of Barre and Local #881.
- (n) Work Environment:
 - i. Office: Administrative, Documentation, classroom training, meetings, record keeping are conducted in a climate-controlled office environment. Noise levels are moderate and may include scanners, copiers, radios, printers, and telephones.
 - ii. Non – Emergency Operations - significant potential for personal danger including significant injury. Cold and hot extreme temperature, snow, rain, wind, and potential for combative citizens.
 - iii. Emergency Operations - may be performed under variable weather conditions and in an environment with considerable potential for personal danger including significant risk of injury.

3. Examples of Work:

- (a) Responds to emergency incidents and directs activities at the scene of fires and emergency medical operations; directs initial equipment deployment and takes command until relieved by a senior officer.
- (b) Oversees and performs firefighting activities utilizing fire hose, ladders, heavy stream appliances, and extinguishers; ventilates burning buildings, uses forcible entry tools when necessary; enters burning buildings to evacuate and rescue person in danger, and to extinguish fire; responds to rescue calls, motor vehicle accidents and hazardous materials incidents.
- (c) May be called upon to operate fire apparatus, aerial ladders, pumps, hydraulic tools, and related equipment. Assists in spreading salvage covers, removes excess water and debris, and secures buildings against rekindling.
- (d) Administers emergency medical care as needed. Applies basic and advanced life support techniques where required including but not limited to oxygen equipment, splinting devices, defibrillators,

backboards, accessories, medical diagnostic equipment and numerous other pieces of related equipment. Operates emergency medical services vehicles.

- (e) Responsible for the fire station and readiness of all equipment. Assumes mechanical responsibility for all vehicles and equipment; performs preventive maintenance such as checking oil and water; coordinates difficult repair jobs with appropriate repair facility; inspects repair work.
- (f) Attends drills and training classes in firefighting, emergency medical services, and related subjects to improve job knowledge and skills.
- (g) Conducts daily house duties to maintain the building and grounds.
- (h) Assists Fire Chief with day-to-day administration of the department.
- (i) Answers telephone and radio transmissions.

4. Recommended Minimum Qualifications

(a) Education and Experience

- i. Five (5) to ten (10) years of fulltime firefighting and emergency medical service experience which should include documentation of on-going education in command and tactical procedures for fire and emergency medical services and training in administrative practices; or any equivalent combination of education and experience.

(b) Knowledge, Ability, and Skill

- i. Thorough knowledge of firefighting, emergency medical services, and fire prevention and protection practices and equipment.
- ii. Thorough knowledge of the geography of the city.
- iii. Comprehensive knowledge of departmental policies and regulations.
- iv. Proven ability to direct personnel and equipment operations under emergency conditions; background in tactics and strategies of firefighting, multiple company operations and mass casualty operations; familiarity with the incident command system.
- v. Possess the skills to communicate clearly and concisely in writing and orally.

- vi. Ability to establish and maintain effective and harmonious relationships with subordinates, the general public, and with city officials.
 - vii. Working knowledge of City streets, hydrant system, and major buildings.
5. Required Certifications and Qualifications:
- (a) High School Diploma (or equivalent).
 - (b) CPR certification.
 - (c) Vermont motor vehicle operator's license.
 - (d) Vermont Advanced Emergency Medical Technician
 - (e) Vermont Fire Service Training Council Firefighter II
 - (f) Minimum of Hazardous Materials Operations.
 - (g) Training in tactics and strategies of firefighting and multiple company operations.
 - (h) Training in the Incident Command System.
 - (i) Ability to pass departmental physical agility test in Appendix C (if required).
 - (j) Live within 10 air miles of the Barre City Fire Station.
6. Desirable Certifications and Qualifications:
- (a) Instructional certifications – Fire and/or EMS
 - (b) Paramedic
 - (c) Fire Officer 1
 - (d) Fire Officer 2
7. Travel: May be required to travel for trainings or meetings outside of the local area. Training travel may require the use of a personal vehicle with mileage reimbursement.
8. Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

PHYSICAL ACTIVITY REQUIREMENTS

- Employee is responsible for wearing and maintaining personal protective equipment.
- This job requires the ability to stand for extended periods of time.
- This job requires the ability to see, whether naturally or with vision correction tools (glasses, contacts).
- This job requires the ability to hear, whether naturally or with hearing correction tools (hearing aid) in order to communicate with co-worker/supervisors/customers, and to recognize audible warning devices from trucks and equipment.
- Must have the ability to be on one's feet regularly and use hands, arms, and legs repeatedly on the job.
- Specific vision abilities required by this job include: close vision, peripheral vision, depth perception and ability to adjust focus. Color vision required if hired after January 1, 2020.
- Ability to wear full firefighting PPE and SCBA (see note below)
- Ability to twist, bend, crawl, squat, kneel, and crouch.
- Must have the ability to sit regularly and repeatedly.
- Ability to lift and/or carry 50 lbs.
- Ability to push, pull, reach at shoulder height and above and below shoulder height.
- Ability to climb and maintain balance.
- This job also requires the ability to occasionally walk extended distances.

In the event an employee is unable to perform any or all of these requirements; the use of the State of Vermont – Department of Labor (workers compensation division) 'Work Capabilities Form' must be utilized to document the employee's current physical state.

Note: Full firefighting protective personal equipment includes the following: turnout coat, turnout pants, structural boots, structural gloves, protective hood, helmet and SCBA. SCBA is a self-contained breathing apparatus includes a backpack, tank of compressed air, and positive pressure mask over the entire face. Full firefighting PPE and SCBA worn together generally weigh in excess of 50 lbs.

AMERICANS WITH DISABILITIES ACT

A qualified individual with a disability may request a reasonable accommodation to perform the essential job functions of the job. Any individual seeking a reasonable accommodation should contact the City of Barre Human Resources Department.

3. FIREFIGHTER/ADVANCED EMERGENCY MEDICAL TECHNICIAN

1. Definition:
 - (a) General firefighting work in combating, extinguishing fires as well as providing emergency medical care and transportation of the sick and injured; all other related work as required.
2. Essential Functions of the Job: This section outlines the essential job functions of this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" are also incorporated as essential job functions of this position. An employee must be able to perform these essential functions of this position. An employee must be able to perform the essential functions of the job with or without reasonable accommodations.
 - (a) Works under the direct supervision of a superior officer and in accordance with departmental rules, regulations, and standard operating procedures.
 - (b) Performs highly responsible duties, which involve independent judgment in emergency situations while working in accordance with established procedures and techniques. Errors could endanger life and property.
 - (c) Protect property through fire prevention, inspection and suppression.
 - (d) To provide a full range of emergency medical and rescue services to area residents.
 - (e) Has access/knowledge of limited amounts of confidential information.
 - (f) Makes frequent contact and maintains positive relations with the general public and other public safety personnel.
 - (g) Heavy physical effort is required to perform duties including situations of personal danger and exposure to all types of weather and hazardous environments; work schedule can be unpredictable.
 - (h) On call and available as per ARTICLE I, Section 2.5, of the agreement between the City of Barre and Local #881 IAFF.
 - (i) Work Environment:
 - i. Office: Administrative, Documentation, classroom training, meetings, record keeping are conducted in a climate-controlled office environment. Noise levels are moderate and may include scanners, copiers, radios, printers and telephones.

- ii. Non – Emergency Operations - significant potential for personal danger including significant injury. Cold and hot extreme temperature, snow, rain, wind, and potential for combative citizens.
- iii. Emergency Operations - may be performed under variable weather conditions and in an environment with considerable potential for personal danger including significant risk of injury.

3. Examples of Work:

- (a) Maintains equipment, apparatus, and quarters to provide a maximum state of readiness.
- (b) Responds to alarms of fire, medical emergencies, and other emergency conditions; performs firefighting activities utilizing fire hose, ladders, heavy stream appliances and extinguishers; ventilates burning buildings, uses forcible entry tools when necessary; enters burning buildings to evacuate and rescue persons in danger, and to extinguish fire; responds to rescue calls, motor vehicle accidents and hazardous materials incidents.
- (c) Operates fire apparatus, aerial ladders, pumps, hydraulic tools, and related equipment. Spreads salvage covers, removes excess water and debris; secures buildings against rekindling.
- (d) Administers emergency medical care as needed. Applies basic and advanced life support techniques where required including but not limited to oxygen equipment, splinting devices, defibrillators, backboards, accessories, medical diagnostic equipment and numerous other pieces of related equipment.
- (e) Operates emergency medical services vehicles.
- (f) Attends drills and training classes in firefighting, emergency medical services, and related subjects to improve job knowledge and skills.
- (g) Conducts daily house duties to maintain the building and grounds.
- (h) Answers telephones and radio transmissions.
- (i) Participates as needed in community fire prevention programs and activities.
- (j) Accurately completes all reports and forms as required.

4. Recommended Minimum Qualifications:

- (a) Education and Experience

- i. Two (2) or three (3) years of relevant work experience; fulltime or volunteer emergency medical services and firefighting experience desired; or a combination of comparable knowledge and skills.
 - (b) Knowledge, Ability and Skills
 - i. Knowledge of firefighting techniques and equipment.
 - ii. Knowledge of emergency medical services and equipment.
 - iii. Ability to understand and follow oral and written orders.
 - iv. Ability to be effective under conditions which create emotional and physical stress.
 - v. Capable of performing routine repairs to apparatus and equipment.
 - vi. Ability to learn the City streets, hydrant system, and major buildings.
5. Required Certifications and Qualifications:
 - (a) High School Diploma (or equivalent).
 - (b) CPR certification.
 - (c) Vermont motor vehicle operator's license.
 - (d) Vermont Advanced Emergency Medical Technician
 - (e) Vermont Fire Service Training Council Firefighter I.
 - (f) Minimum of Hazardous Materials Operations
 - (g) Ability to pass departmental physical agility test in Appendix C (if required).
 - (h) Live within 10 air miles of the Barre City Fire Station.
6. Desirable Certifications and Qualifications:
 - (a) Instructional certifications – Fire and/or EMS
 - (b) Vermont Fire Service Training Council Firefighter II
7. Travel: May be required to travel for trainings or meetings outside of the local area. Training travel may require the use of a personal vehicle with mileage reimbursement.

8. Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

PHYSICAL ACTIVITY REQUIREMENTS

- Employee is responsible for wearing and maintaining personal protective equipment.
- This job requires the ability to stand for extended periods of time.
- This job requires the ability to see, whether naturally or with vision correction tools (glasses, contacts).
- This job requires the ability to hear, whether naturally or with hearing correction tools (hearing aid) in order to communicate with co-worker/supervisors/customers, and to recognize audible warning devices from trucks and equipment.
- Must have the ability to be on one's feet regularly and use hands, arms, and legs repeatedly on the job.
- Specific vision abilities required by this job include: close vision, peripheral vision, depth perception and ability to adjust focus. Color vision required if hired after January 1, 2020.
- Ability to wear full firefighting PPE and SCBA (see note below)
- Ability to twist, bend, crawl, squat, kneel, and crouch.
- Must have the ability to sit regularly and repeatedly.
- Ability to lift and/or carry 50 lbs.
- Ability to push, pull, reach at shoulder height and above and below shoulder height.
- Ability to climb and maintain balance.
- This job also requires the ability to occasionally walk extended distances.

In the event an employee is unable to perform any or all of these requirements; the use of the State of Vermont – Department of Labor (workers compensation division) 'Work Capabilities Form' must be utilized to document the employee's current physical state.

Note: Full firefighting protective personal equipment includes the following: turnout coat, turnout pants, structural boots, structural gloves, protective hood, helmet and SCBA. SCBA is a self-contained breathing apparatus includes a backpack, tank of compressed air, and positive pressure mask over the entire face. Full firefighting PPE and SCBA worn together generally weigh in excess of 50 lbs.

AMERICANS WITH DISABILITIES ACT

A qualified individual with a disability may request a reasonable accommodation to perform the essential job functions of the job. Any individual seeking a reasonable accommodation should contact the City of Barre Human Resources Department.

4. FIREFIGHTER/PARAMEDIC

1. Definition:
 - (a) General firefighting work in combating, extinguishing fires as well as providing emergency medical care and transportation of the sick and injured; all other related work as required.
2. Essential Functions of the Job: This section outlines the essential job functions of this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" are also incorporated as essential job functions of this position. An employee must be able to perform these essential functions of this position. An employee must be able to perform the essential functions of the job with or without reasonable accommodations.
 - (a) Works under the direct supervision of a superior officer and in accordance with departmental rules, regulations, and standard operating procedures.
 - (b) Performs highly responsible duties, which involve independent judgment in emergency situations while working in accordance with established procedures and techniques. Errors could endanger life and property.
 - (c) Protect property through fire prevention, inspection, and suppression.
 - (d) To provide a full range of emergency medical/rescue services to area residents.
 - (e) Has access/knowledge of limited amounts of confidential information.
 - (f) Makes frequent contact and maintains positive relations with the general public and other public safety personnel.
 - (g) Heavy physical effort is required to perform duties including situations of personal danger and exposure to all types of weather and hazardous environments; work schedule can be unpredictable.
 - (h) On call and available as per ARTICLE I, Section 2.5, of the agreement between the City of Barre and Local #881 IAFF.
 - (i) Work Environment:
 - i. Office: Administrative, Documentation, classroom training, meetings, record keeping are conducted in a climate-controlled office environment. Noise levels are moderate and may include scanners, copiers, radios, printers, and telephones.

- ii. Non – Emergency Operations - significant potential for personal danger including significant injury. Cold and hot extreme temperature, snow, rain, wind, and potential for combative citizens.
- iii. Emergency Operations - may be performed under variable weather conditions and in an environment with considerable potential for personal danger including significant risk of injury.

3. Examples of Work:

- (a) Maintains equipment, apparatus, and quarters to provide a maximum state of readiness.
- (b) Responds to alarms of fire, medical emergencies, and other emergency conditions; performs firefighting activities utilizing fire hose, ladders, heavy stream appliances and extinguishers; ventilates burning buildings, uses forcible entry tools when necessary; enters burning buildings to evacuate and rescue persons in danger, and to extinguish fire; responds to rescue calls, motor vehicle accidents and hazardous materials incidents.
- (c) Operates fire apparatus, aerial ladders, pumps, hydraulic tools, and related equipment. Spreads salvage covers, removes excess water and debris; secures buildings against rekindling.
- (d) Administers emergency medical care as needed. Applies basic and advanced life support techniques where required including but not limited to oxygen equipment, splinting devices, defibrillators, backboards, accessories, medical diagnostic equipment and numerous other pieces of related equipment.
- (e) Operates emergency medical services vehicles.
- (f) Attends drills and training classes in firefighting, emergency medical services, and related subjects to improve job knowledge and skills.
- (g) Conducts daily house duties to maintain the building and grounds.
- (h) Answers telephones and radio transmissions.
- (i) Participates as needed in community fire prevention programs and activities.
- (j) Accurately completes all reports and forms as required.

4. Recommended Minimum Qualifications

- (a) Education and Experience

- i. Two (2) or three (3) years of relevant work experience; fulltime or volunteer emergency medical services and firefighting experience desired; or a combination of comparable knowledge and skills.

(b) Knowledge, Ability and Skills

- i. Knowledge of firefighting techniques and equipment.
- ii. Knowledge of emergency medical services and equipment.
- iii. Ability to understand and follow oral and written orders.
- iv. Ability to be effective under conditions which create emotional and physical stress.
- v. Capable of performing routine repairs to apparatus and equipment.
- vi. Ability to learn the City streets, hydrant system, and major buildings.

5. Required Certifications and Qualifications

- (a) High School Diploma (or equivalent).
- (b) CPR certification.
- (c) Vermont motor vehicle operator's license.
- (d) National Registered Emergency Medical Technician-Paramedic (to be maintained).
- (e) Vermont Fire Service Training Council Firefighter I.
- (f) Minimum of Hazardous Materials Operations
- (g) Ability to pass departmental physical agility test in Appendix C (if required).
- (h) Live within 10 air miles of the Barre City Fire Station.

6. Desirable Certifications and Qualifications:

- (a) Instructional certifications – Fire and/or EMS
- (b) Vermont Fire Service Training Council Firefighter II
- (c) Advanced medical certifications

7. Travel: May be required to travel for trainings or meetings outside of the local area. Training travel may require the use of a personal vehicle with mileage reimbursement.
8. Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

PHYSICAL ACTIVITY REQUIREMENTS

- Employee is responsible for wearing and maintaining personal protective equipment.
- This job requires the ability to stand for extended periods of time.
- This job requires the ability to see, whether naturally or with vision correction tools (glasses, contacts).
- This job requires the ability to hear, whether naturally or with hearing correction tools (hearing aid) in order to communicate with co-worker/supervisors/customers, and to recognize audible warning devices from trucks and equipment.
- Must have the ability to be on one's feet regularly and use hands, arms, and legs repeatedly on the job.
- Specific vision abilities required by this job include: close vision, peripheral vision, depth perception and ability to adjust focus. Color vision required if hired after January 1, 2020.
- Ability to wear full firefighting PPE and SCBA (see note below)
- Ability to twist, bend, crawl, squat, kneel, and crouch.
- Must have the ability to sit regularly and repeatedly.
- Ability to lift and/or carry 50 lbs.
- Ability to push, pull, reach at shoulder height and above and below shoulder height.
- Ability to climb and maintain balance.
- This job also requires the ability to occasionally walk extended distances.

In the event an employee is unable to perform any or all of these requirements; the use of the State of Vermont – Department of Labor (workers compensation division) 'Work Capabilities Form' must be utilized to document the employee's current physical state.

Note: Full firefighting protective personal equipment includes the following: turnout coat, turnout pants, structural boots, structural gloves, protective hood, helmet and SCBA. SCBA is a self-contained breathing apparatus includes a backpack, tank of compressed air, and positive pressure mask over the entire face. Full firefighting PPE and SCBA worn together generally weigh in excess of 50 lbs.

AMERICANS WITH DISABILITIES ACT

A qualified individual with a disability may request a reasonable accommodation to perform the essential job functions of the job. Any individual seeking a reasonable accommodation should contact the City of Barre Human Resources Department.

5. FIRE MARSHAL

1. Definition:
 - (a) May perform supervisory work in directing the operations at the scene of a fire or rescue operation in the protection of life and property, and in the prevention and extinguishing of fires, secondary responsibility for day-to-day operations of the fire station and on duty personnel and all other related duties as required.
 - (b) The Fire Marshal will be the supervisor of the Barre City Fire Department Code Enforcement Division.
 - (c) The Fire Marshal will also serve as the Assistant to the Chief Inspector.
 - (d) May be appointed as the City Health Officer, subject to City Council approval.
 - (e) Any individual occupying the position of Fire Marshal shall be able to perform all job functions and maintain minimum qualifications and shall adhere to the job descriptions set forth in Appendix D. Specific job description adherence will be determined by rank held prior to entering the position of Fire Marshal.
 - (f) In the event the Fire Marshal is temporarily assigned to shift work, i.e. overtime, and was a previous rank of Lieutenant or Captain then it may be found necessary for the Fire Marshal to supervise the shift as the Officer in Charge, this may not be necessary when another officer is present on the shift.
 - (g) In the event the individual in the Fire Marshals position no longer wishes to hold the position they shall return to the position held prior to Fire Marshal only if a position is open.
2. Essential Functions of the Job: This section outlines the essential job functions of this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" are also incorporated as essential job functions of this position. An employee must be able to perform these essential functions of this position. An employee must be able to perform the essential functions of the job with or without reasonable accommodations.
 - (a) Works under the general direction of the Fire Chief with duties and responsibilities as defined by Vermont State Statute and Barre City Fire Department Rules and Regulations and Standard Operating Procedures.
 - (b) Performs highly responsible duties of a complex nature, which requires considerable initiative and independent judgment

particularly in emergency situations, which may not fall clearly within established practices and precedents.

- (c) The Fire Marshal has the assigned responsibility for inspection and enforcement of the Vermont Fire and Building Safety Code as it applies to all existing buildings (per 20 V.S.A. Section 2730 [a]). Other responsibilities per/by city ordinance include:
 - (d) The Fire Marshal duties include fire code enforcement as outlined in the most recent version of the Cooperative Inspection Agreement between the State of Vermont (Public Safety Department) and the City of Barre.
 - (e) May assist the Fire Chief with the appointment of new personnel, both fulltime and call firefighters.
 - (f) Under certain circumstances may have access/knowledge of confidential information related to personnel records, information, and criminal investigations.
 - (g) Makes frequent contact and maintains positive relations with the general public and other public safety personnel.
 - (h) On call and available as per ARTICLE I, Section 2.5, of the agreement between the City of Barre and Local #881.
 - (i) Work Environment:
 - i. Office: Administrative, Documentation, classroom training, meetings, record keeping are conducted in a climate-controlled office environment. Noise levels are moderate and may include scanners, copiers, radios, printers, and telephones.
 - ii. Non – Emergency Operations - significant potential for personal danger including significant injury. Cold and hot extreme temperature, snow, rain, wind, and potential for combative citizens.
 - iii. Emergency Operations - may be performed under variable weather conditions and in an environment with considerable potential for personal danger including significant risk of injury.
3. Examples of Work:
- (a) Review of all Buildings and Building Construction plans and/or applications for renovation or construction.
 - (b) Responsibility for the administration of the Minimum Housing Standard Ordinance.

- (c) Responsibility for enforcement and inspection of elements of the following City Ordinances:
- Chapter 3 – Animals,
 - Chapter 4 – Buildings and Building Construction,
 - Chapter 5 – Electrical,
 - Chapter 6 – Fire Protection,
 - Chapter 7 – Minimum Housing,
 - Chapter 8 – Industrial Safety,
 - Chapter 9 – Junkyards,
 - Chapter 18 – Trash,
 - Chapter 21 – Vehicles on Private Property,
 - Chapter 23 – Vacant Buildings,
- (d) Conduct reviews of building plans and applications for renovation or construction within the City of Barre. Interpret building plans as they relate to building and fire codes.
- (e) Use City of Barre forms for fire marshal and code enforcement and inspectional services.
- (f) Conduct inspections of buildings to identify requirements or deficiencies relating to fire protection systems, public and water/fire hydrant distribution systems, fire alarm systems, dry and wet chemical extinguishing systems, flammable liquid and gas storage tanks, hazardous chemical storage and handling systems, smoke control and removal systems and performs any other actions or processes necessary to ensure compliance with the applicable codes and regulations.
- (g) Interact and serve as the primary liaison with the public, development community, City staff and City administration relative to the development and interpretation of fire prevention/life safety codes, policies and fees that relate to public safety from fire, hazardous materials and other hazards.
- (h) Responsible for the maintenance of all associated inspection, enforcement and fire prevention records and activities.
- (i) Represents the Fire Department at the Zoning/Development review meetings relative to site plan review and planning for new subdivisions and developments to include firefighting water supply needs.
- (j) Communicate findings of inspections, tests and plan reviews to occupants, developers, contractors, and owners of buildings in a professional, informative, and tactful manner.
- (k) May operate as a member of the fire investigation team in the collection and analysis of evidence. May participate in the interview

of witnesses, completion of drawings, scene photos and reports of findings and provide testimony. May work with State, Federal or insurance company officials to accomplish associated tasks.

- (l) Prepare and present training on fire prevention, building construction, mechanical systems and related topics and technologies as needed.
- (m) May oversee the juvenile fire setter program for the Fire Department.
- (n) Coordinate on policy development and standardized operating procedures related to code enforcement practices, inspection and investigation techniques and hazardous materials management.

4. Additional Examples of work:

- (a) Responds to major incidents and performs all duties to include possibly filling staff officer duties in support of the Incident Commander.
- (b) Responds to emergencies as requested when available and performs firefighting and EMS duties as necessary.
- (c) Shall provide shift coverage as needed per the Collective Bargaining Agreement. It shall not be common practice that the Fire Marshal be used to fill minimum staffing when already working regular scheduled fire marshal hours unless all efforts have been exhausted in obtaining off duty coverage to fill for minimum staffing requirements.

5. Recommended Minimum Qualifications:

- (a) Education and Experience:
 - i. Minimum of Five (5) years of fulltime firefighting and emergency medical service experience which should include documentation of on-going education in command and tactical procedures for fire and emergency medical services and training in administrative practices, or any equivalent combination of education and experience.
- (b) Knowledge, Ability, and Skill:
 - i. Thorough knowledge of firefighting, emergency medical services, and fire prevention and protection practices and equipment.
 - ii. Thorough knowledge of the geography of the city.

- iii. Comprehensive knowledge of departmental policies and regulations.
- iv. Ability to establish and maintain effective and harmonious relationships with subordinates, the general public, and with city officials.
- v. Possess ability to perform independently with highly responsible duties of a complex nature, including incidents requiring considerable initiative and judgment particularly in emergency situations, which do not fall within the established practices and precedents.
- vi. Ability to manage and maintain confidential information to include patient medical information and criminal matters involving fire and arson investigations.
- vii. English reading, writing, speaking, and comprehension at a high school level.
- viii. Ability to engage in active listening, critical thinking, learning, coordination, instructing, service orientation, installation, time management, and organization.
- ix. Ability to work efficiently with word processing, data, computer-based reporting systems. Proficiency in the Microsoft Office suite and inspection software.
- x. Complete a methodical approach to solving problems with note taking or recordkeeping.
- xi. Ability to follow and communicate in written and oral instructions.

6. Required Certifications and Qualifications:

- (a) High School Diploma (or equivalent).
- (b) CPR certification.
- (c) Vermont motor vehicle operator's license.
- (d) Vermont Advanced Emergency Medical Technician.
- (e) Vermont Fire Service Training Council Firefighter II
- (f) Minimum of Hazardous Material Operations
- (g) Training in tactics and strategies of firefighting and multiple company operations.



- (h) Training in the Incident Command System.
 - (i) Ability to pass departmental physical agility test in Appendix C (if required).
 - (j) Live within 10 air miles of the Barre City Fire Station.
 - (k) Possess a Degree in Fire Protection, Fire Science, or related discipline, or equivalent field experience with a career Fire Department or associated code enforcement agency.
 - (l) Fire Inspector I Certification
 - (m) Must possess additional Code Enforcement, building inspection, Plans Review certifications or ability to obtain them when available.
7. Desirable Qualifications:
- (a) Instructional certifications – Fire and/or EMS
 - (b) Paramedic
 - (c) Fire Officer I and/or Fire Officer II
8. Travel: Local travel is required between inspections. The City will supply a vehicle for this purpose. May be required to travel for trainings or meetings outside of the local area. Training travel may require the use of a personal vehicle with mileage reimbursement.
9. Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

PHYSICAL ACTIVITY REQUIREMENTS

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- Ability to wear full firefighting PPE and SCBA (see note below)




- Ability to twist, bend, crawl, squat, kneel, and crouch.
- Must have the ability to sit regularly and repeatedly.
- Ability to lift and/or carry 50 lbs.
- Ability to push, pull, reach at shoulder height and above and below shoulder height.
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