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**AGREEMENT**

**between**

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**TOWN OF SOUTHBOROUGH**

**and**

**SOUTHBOROUGH PERMANENT FIREFIGHTERS UNION  
LOCAL 3129, IAFF**

**FISCAL YEAR 2020**

**FISCAL YEAR 2021**

**FISCAL YEAR 2022**

**(July 1, 2019, through June 30, 2022)**

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## *APPENDIX A*

### **DEFINITIONS**

- (1) **“Base Pay,”** for the purpose of determining retirement credits and contributions for Town employees by the Town of Southborough.
- (2) **“Compensation Grade,”** a range of salary or wage rates appearing in Article 13, Section 1.
- (3) **“Continuous Full-Time Service,”** employment requiring a pre-determined minimum workweek and uninterrupted except for authorized vacation leave, sick leave, bereavement leave, or other leave of absence.
- (4) **“Drills,”** scheduled training sessions for all members of the Fire Department.
- (5) **“EMT Training,”** scheduled training sessions specifically for emergency medical technicians.
- (6) **“Full-Time Fire Captain,”** a Fire Captain retained in full-time employment.
- (7) **“Fire Prevention Officer,”** a full-time member of the Fire Department retained in full-time employment.
- (8) **“Full-Time Fire Lieutenant,”** a Fire Lieutenant retained in full-time employment.
- (9) **“Full-Time Firefighter,”** a firefighter retained in full-time employment.
- (10) **“Full-Time Employment,”** employment of twenty-eight (28) hours or more averaged over a eight (8) week cycle of twenty-four (24) hour tours, or in the case of the Fire Prevention Officer, twenty-eight (28) hours or more averaged over one week consisting of four (4) ten (10) hour days.
- (11) **“Increment,”** the dollar difference between step rates.
- (12) **“Maximum Rate,”** the highest rate in a range, which an employee normally is entitled to attain.
- (13) **“Minimum Rate,”** the rate in a range which is normally the hiring rate of a new employee.
- (14) **“Position,”** an office or post of employment in the Town’s service with duties and responsibilities calling for full-time or part-time employment of one person in the

performance and exercise thereof.

(15) **"Position Class" or "Class,"** (a class may include only one position, in which event, it is defined as a "single position class") a group of positions in the Town's service sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used to designate each position to the class, that the same qualifications shall be required of the incumbents, that the same test of fitness may be used to choose qualified employees, and that the same scale of compensation can be made to apply with equity.

(16) **"Promotion,"** a change from a position of lower class and compensation grade to a position with greater responsibilities in a higher class and compensation grade.

(17) **"Range,"** the dollar difference between minimum and maximum rate.

(18) **"Rate,"** a sum of money designated as compensation for personal services on an hourly, weekly, monthly, annual or other basis.

(19) **"Salary Schedule,"** Article 13, Section 1.

(20) **"Seniority,"** synonymous with continuous full-time service.

(21) **"Signal 55/Box alarm"** a radio transmission requesting off-duty personnel to respond to a call and/or for station coverage.

(22) **"Step Rate,"** rate in a range of compensation grade.

(23) **"Work Tour,"** a twenty-four (24) hour work period beginning at 0800 hours, and concluding twenty-four (24) hours later at 0800 hours. The work tour for the Fire Prevention Officer shall consist of a ten (10) hour work period to begin at 0800 hours, concluding ten (10) hours later at 1800 hours.

### **RANKS AND ASSIGNMENTS**

The ranks of the Department shall be Permanent Fire Captain, Permanent Fire Lieutenant and Permanent Firefighter, which shall be the official ranks for all purposes having to do with rank and position and shall be used to designate the rank and position in all payrolls, budget estimates, official reports and in every other connection involving personnel and fiscal processes.

The Fire Chief may assign a collective bargaining unit member covered by this Agreement to any of the following assignments - Emergency Medical Services Officer,

Maintenance Officer, Training Officer, Local Emergency Planning Officer and Fire Prevention Officer - or any other assignment as the Chief deems necessary.

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## **AGREEMENT**

This Agreement, and any such other agreements entered into to supplement or amend this Agreement, by and between the Town of Southborough, hereinafter called the "Town" or the "Municipal Employer," acting by and through its Board of Selectmen, and the Southborough Permanent Firefighters Union, Local 3129 of the International Association of Firefighters, hereinafter called the "Union."

### ***WITNESSETH***

WHEREAS, the well-being of the employee covered by this Agreement and the efficient and economic operation of the Fire Department of the Town requires that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and Fire Administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

### **ARTICLE 1 PERSONS COVERED BY THIS AGREEMENT; SENIORITY; REDUCTIONS IN FORCE**

**Section 1 Recognition.** The Town recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of all permanent full-time fire captains, full-time fire lieutenants and full-time firefighters employed by the Fire Department and in the service of the Town. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union. The position of Deputy Fire Chief shall remain outside of the bargaining unit, and the terms and condition of employment for that position shall remain within the sole discretion of the Town.

## **Section 2 Seniority.**

(a) The Town shall prepare and maintain, subject to examination and grievance by the Union, a seniority list and it shall be brought up to date on January 1st of each year and be immediately posted thereafter on the Headquarters station and substation boards, to record the status of each member in the Union.

(b) The Union shall be notified of all changes. Each member shall have the right to protest any error in his or her seniority status under the grievance procedure.

(c) Seniority for the purpose of this Agreement shall be the date of full-time appointment within the Southborough Fire Department, with the exception of promotions.

## **Section 3 Reductions in Force**

(a) In case the Town decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first.

(b) No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

(c) Employees shall be recalled in the order of their seniority.

## **ARTICLE 2 NON-DISCRIMINATION**

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, disability, creed, color, national origin, sex, sexual orientation, as defined by law, genetic information, and age, as defined by law, or any other legally protected class.

## **ARTICLE 3 EMPLOYEE RIGHTS AND REPRESENTATION**

**Section 1** Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty of reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or

representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Fire Department, to the Town Meeting and to members of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization, which would violate any rights of the Union under this agreement.

Further, no Department official, representative, agent, or employee of the Town shall:

(a) Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.

(b) Interfere with the formation, existence, operation, administration or negotiations of the Union.

(c) Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or otherwise act to the disadvantage of work opportunities or earning powers of the employees covered by this Agreement.

(d) Discriminate against any employee because he/she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union, or in his/her own behalf.

(e) Refuse to meet, negotiate, or confer on matters with officers or representatives of the Union.

**Section 2** Union officers, representatives or grievance committee members, not to exceed two (2), shall be granted the privilege of a swap for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and to participate in any grievance step as described in Article 9 hereof, or in arbitration procedures consequent thereupon.

**Section 3** Union officers, representatives or grievance committee members shall be permitted to discuss official Union business with employees during work, provided



such discussion does not interfere with Fire Department business, and shall be permitted to discuss such business with the Fire Chief at all mutually convenient times.

**Section 4** Union officers, representatives or grievance committee members, up to a maximum of two (2), shall be granted the privilege of a swap, if they so request, to attend meetings of the Board of Selectmen, the Town Meeting, the General Court or other public body, subject to the reasonable discretion of the Fire Chief.

**Section 5** The Fire Department's practices presently enjoyed by the employees, with reference to coffee breaks, lunch periods and compensatory time off, shall be at the sole discretion of the Fire Chief.

**Section 6** The Union will notify the Town in writing of the election or change of any Union officers or further affiliation with any type of union within three (3) days of such election, change or affiliation as the case may be. Written notice shall be deemed to be received by delivery in hand to the Board of Selectmen's office, at the Town House, during normal business hours.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

Subject to this Agreement and applicable law, the Town reserves and retains all the regular and customary rights and prerogatives of a municipal employer including without limiting the foregoing:

(a) Among Management Rights, which are vested with the Fire Chief, are the following: Right to hire; promote; assign; transfer; demote; suspend and/or discharge for just cause; and to relieve employees from duty because of insufficient funds or other legitimate reasons.

(b) The Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management specified below:

(a) the operation and direction of the affairs of the Southborough Fire Department in all of its various aspects, including, but not limited to, the mission, budget and policy of the Department, subject to Article 4 (c);

(b) the determination of the level of services to be provided;

(c) the direction, control, supervision, and evaluation of the employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation, provided, however, that evaluation issues shall be subject to Article 4 (c);

(d) the determination of employee classifications, subject to the Rules and Regulations of the Department;

(e) the determination and interpretation of job descriptions, subject to *Appendix A, Ranks and Definitions*;

(f) the increase, diminishment, change or discontinuation of operations in whole or in part;

(g) the institution of technological changes from time to time, or the revising of processes, systems or equipment from time to time;

(h) the alteration, addition or elimination, from time to time, of existing methods, equipment, facilities or programs;

(i) the determination of the location and number, subject to Article 10 (1), the training of personnel, subject to Article 10 (3) (D) (E) and the organization;

(j) the assignment of duties and work assignments including the change of duties and work assignments from time to time, provided, however, that placement in stations and shifts shall be subject to Article 10 (1);

(k) the command and direction of firefighters and units at a fire or emergency scene;

(l) the creation, assignment and change of tours of duty, including establishment and change from time to time of tour times and the determination of the number of tours and the changing of the number of tours, subject to Article 10 (1);

(m) the transfer of employees, including without limitation, the choice of which employee(s) will be transferred, the duration of such transfer(s) and where the employee will be transferred to, subject to Article 10 (1);

(n) the assignment to work sites, including the change of work sites from time to time, subject to Article 10 (1);

(o) the granting and scheduling of leaves, subject to Articles 11 and 12;

(p) the scheduling and enforcement of working hours, subject to Article 10 (1);

(q) the determination of the style and content of uniforms, subject to Article 8;

(r) the requirement, and assignment, of overtime, including the mandatory recall of employees to duty and holding over of employees on duty, subject to Article 10 (3) (4) (5) (6);

(s) the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, subject to Article 10 (3) (A) (C);

(t) the determination of whether goods should be leased, contracted or purchased;

(u) the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position, subject to Article 4(d) (1) and (4);

(v) the demotion, suspension, discipline or discharge of employees, subject to Article 4 (a) and (d) (2);

(w)(i) the relief of employees due to the incapacity to perform duties; and (ii) the layoff of employees due to the lack of funds or of work or for any other reason, subject to impact bargaining;

(x) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; and

(y) the establishment of and determining the alarm response system of the Department, subject to Article 4 (c) and Article 10 (3) (A) (C).

The Town will have the right to invoke these rights, in its sole discretion, as the Town may deem appropriate without negotiation with the Union; except to the extent expressly abridged by a specific provision of this Agreement.

During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

(z) The Department Rules and Regulations and Department Standard Operating Procedures will be promulgated by the Chief of Department. Any changes will be submitted to the Union for its consideration prior to implementation. Any disagreement between the Chief and the Union regarding any Rules and Regulations or Standard Operating Procedure that cannot be settled between them will be subject to Impact Bargaining.

(aa) Notwithstanding the provisions of the General Laws of the Commonwealth of Massachusetts as the same relates and is applicable to the appointment and/or removal of firefighters of the Southborough Fire Department, the following procedures shall prevail:

(1) Appointment. The Fire Chief may fill any vacancy on the Southborough Fire Department.

(2) Discipline and Dismissal. Subject to the written Rules and Regulations of the Town of Southborough Fire Department, the Fire Chief shall have the authority to discipline and/or dismiss any employee immediately, without pay, for just cause.

Before any dismissal or suspension of more than five (5) days without pay shall take place, the employee shall be given a written statement of the specific reason for the contemplated action and shall be entitled to request an informal hearing by the Board of Selectmen, of which hearing he/she shall have at least five (5) days' written notice.

For purposes of this subsection, the term "day" shall be defined as a tour of duty.

Within fourteen (14) days after completion of said hearing, the Board of Selectmen shall give to the employee a written notice of its decision, stating fully and specifically the reason therefore.

Any hearing under this Section shall, if the employee concerned so requests in writing, be public, and the employee concerned may be represented by counsel.

(3) Vacancy. When a vacancy occurs, and an employee covered by this Agreement temporarily fills the position of a shift officer, said individual will receive a stipend of \$1.00 per hour in addition to his/her regular compensation, after actually working four or more consecutive hours as a shift officer, until a permanent appointment is made to fill the position. The stipend shall not be part of base pay for any purpose, subject to the Fair Labor Standards Act.

(4) Permanent Promotions.

Section 1 Notice of Openings

A. If the Fire Chief determines that there should be a permanent promotion to ranks covered by this agreement of a member(s) covered by this Agreement, he/she shall post a notice of said vacancy for a period of no less than thirty (30) days prior to the closing of the application period. The notice will be posted at Fire Headquarters and include the rank(s) to be filled.

B. Only members covered by this Agreement with more than three (3) years of continuous service in the rank directly inferior to the rank to be filled may apply to seek the posted promotion. A break in service of more than three (3) months shall constitute a termination of continuous service.

C. Members meeting the requirements of this section shall give written notice to the Fire Chief of their intention to participate in the promotional process.

D. In the event that the requirements for Section 1, paragraph B cannot be met, the Chief of the department may waive, at his/her sole discretion, this requirement.

Section 2 Examination

A. A promotional examination shall be administered no less than ninety (90) days after the closing period of the posting.

B. The examination shall be administered by an independent testing authority specializing in Fire Service promotions. The testing authority shall be at the sole discretion of the Fire Chief.

C. The format for the examination will be a multiple choice format for the entire portion based upon the study materials determined by the independent testing authority. Candidates must obtain a 70% or greater on the written examination in order to advance further in the process. Candidates who do not pass, will not be eligible to proceed further in the process.

D. The Fire Chief shall post the exact study materials that will serve as the basis for the examination. Candidates will be responsible for the purchase of all study guides and materials related to the written examination.

### Section 3 Assessment Center

A. Candidates who pass the written examination will take part in an assessment center. The assessment center shall be administered by an independent testing authority specializing in fire officer promotions. The assessment center may be administered by the same authority as the written exam or may be another agency, contractor, group or individual.

B. The assessment center shall consist of the following assessment exercises, all of which assess the following skills: (1) decision making, (2) writing, (3) oral communications, (4) customer service, (5) leadership, (6) organizational ability. The authority conducting the assessment center shall formulate a written list with ranking and comments of all candidates who participated in the assessment center, which shall be forwarded to the Fire Chief.

### Section 4 Interviews

A. Candidates successfully completing the written examination and assessment center shall interview with three (3) Chiefs or ranking officers outside the Southborough Fire Department with working knowledge of the Fire Service. The Chiefs or ranking officers will be determined by the Fire Chief. The interview will determine the candidate's education, training, experience, and leadership ability, along with a review of the applicant's performance and record as a firefighter.



B. The interview committee will rank the candidates based on the interview criteria and a ranking list forwarded to the Fire Chief.

Section 5 Decision

A. The Fire Chief, at his/her sole discretion, shall make the final decision on promotions based on the following:

Assessment Center	50%
Written Examination	35%
Interview	15%

The results of each section will not be forwarded to the Fire Chief until the completion of the process unless a candidate does not pass the written exam or assessment center.

B. The Fire Chief shall maintain a list of eligible candidates and fill any vacancy with the member who has the highest ranking based on the three testing criteria. The list will be maintained for a period of two (2) years in the event another officer vacancy occurs.

C. The decision of the Fire Chief shall not be subject to grievance or arbitration.

(5) Officer Certification

All permanent appointments to Lieutenant shall be provisional if the firefighter has not successfully completed the training and Certification for Fire Officer I. A provisionally-appointed Lieutenant shall have eighteen (18) months to complete said training and Certification, subject to availability of courses and certification exams. All permanent appointments to Captain shall be provisional if the firefighter has not successfully completed the training and Certification for Fire Officer II. A provisionally-appointed Captain shall have eighteen (18) months to complete said training and Certification, subject to availability of courses and certification exams. In the event a provisionally-appointed Lieutenant or Captain fails to complete the required training or fails to obtain the required Certification within the eighteen (18) months, the provisional appointment shall be revoked and the firefighter shall revert back to his/her prior permanent rank.

(6) Fire Academy. All new employees shall attend and successfully complete the Massachusetts Firefighting Academy Basic Firefighter (Recruit) Training, or equivalent training approved by the Massachusetts Fire Training Council or Director of the Massachusetts Firefighting Academy.

(7) Officer In Charge. The Fire Chief, at his/her sole discretion, shall have the authority to designate, from time to time, a Full-Time Firefighter on a shift to serve as an Officer In Charge (the "OIC") when there will be no duty officer on the shift. Such designation shall be made without consideration of seniority or equitable distribution of the designation. The designated OIC shall perform the duties of a duty officer for that shift.

## **ARTICLE 5**

### **STABILITY OF AGREEMENT**

**Section 1** No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

**Section 2** The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or provision, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

## **ARTICLE 6**

### **COURT TIME**

**Section 1** An employee not on duty or on vacation, or on a day off, who attends as a witness or in another capacity for or on behalf of the Commonwealth or of the Town in a case pending in any court of the Commonwealth, or before any official governmental board or agency in connection with his/her duties as a firefighter for the Town of Southborough, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than two (2) hours or such overtime pay.



**Section 2** The Town agrees to reimburse any employee covered by this Agreement at the prevailing rate established by the Town for its other employees for the use of his/her personal vehicle when used in conjunction with official Town Business. Use of personal vehicle must be authorized by the Fire Chief or, in his absence, the officer-in-charge in advance.

## **ARTICLE 7**

### **HOLIDAYS**

**Section 1** Effective July 1, 1995, the following days shall be considered holidays for the purposes enumerated below:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
	Or the day of celebration thereof
	Day Before or After Christmas

For the purposes of "Day After Thanksgiving" and "Day Before or After Christmas", employees may not elect to take time off in lieu of either of these days.

For the purpose of this Article, the holiday is the twenty-four (24) hour period commencing at 12:01 A.M. of each day listed in this Section.

### **Section 2**

- a. Fire Department personnel working in operations that run seven days a week are required to work on holidays and shall be paid, in addition to regular weekly compensation, an additional day's pay. Except for the holidays "Day After Thanksgiving" and "Day Before or After Christmas" the employee may elect to use the holiday as an additional day off, which will be granted by the Chief or designee, provided normal coverage can be maintained. An employee on vacation during a period covering a holiday will not be required to use vacation time to cover the holiday as long as the employee has not taken holiday pay for the same holiday.

- b. Holiday pay shall be one-fifth (1/5) of the regular weekly salary.
- c. The Fire Prevention Officer shall not be required to work on Holidays covered by this Agreement. There is no additional compensation for Holiday Pay for the Fire Prevention Officer.

**Section 3 Personal Tours.** Three (3) personal tours shall be granted to each employee during each year of this Agreement for personal business. Under no event will an employee be allowed to carry his or her time over from the previous year. The Fire Prevention Officer shall receive three (3) ten (10) hour days. Personal time for new employees shall be granted on a pro rata basis, from date of hire to the end of the fiscal year (June 30).

## **ARTICLE 8**

### **CLOTHING ALLOWANCE AND EQUIPMENT**

**Section 1** Section 1 Clothing Allowance. Each employee covered by this Agreement shall receive, for and during each fiscal year of this Agreement, a clothing, repairing, alteration, and cleaning allowance in the amount of \$700. New hires shall receive an additional allowance of \$400 in their first year only.

The Clothing Allowance shall be administered as follows:

- A. Members of the Union and the Fire Chief will comprise a list of uniform items that will constitute a full complement.
- B. Original and replacement clothing on this list may be purchased by the employee at any outlet he/she so desires.
- C. The Town will furnish the protective fire fighting clothing (coats, pants, boots, gloves, helmets, and hoods) of members covered by this Agreement at the discretion of the Fire Chief, if it fails to meet the N.F.P.A. 1500 Standard that is most current. Replacement clothing will meet the N.F.P.A. 1500 Standard that is most current at the time of purchase.

**Section 2** The Town will repair or replace the personal belongings of employees covered by this Agreement which are damaged or destroyed in the performance of his/her normal duties. Said repair or replacement shall be approved by the Fire Chief at the time of occurrence.

Articles of uniform and other items or materials reimbursable under other sections of this Agreement shall not be covered under this Section.

**Section 3** Each employee covered by this Agreement shall receive, for and during each fiscal year of this Agreement, a reimbursement of \$200.00 (two hundred) to be paid lump-sum in June of each fiscal year, upon presentation of a copy of a monthly invoice for cellular service that reflects the service purchased by the employee for the current fiscal year. If the cellular service is for less than the full fiscal year in which the employee is seeking reimbursement, or should employment be less than the full fiscal year due to employee start date or retirement, then the reimbursement shall be pro-rated.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents (inclusive of the Fire Chief), or the Union and the Town or its agents (inclusive of the Fire Chief), concerning the working conditions, hours of work, wages, fringe benefits or rates or pay referred to or specified in this Agreement, or which are provided for by any Statute, Charter Provision, By-Law, Rule, Regulation or Policy, which is not in conflict with this Agreement, may be processed as a grievance under the following procedures:

1. The Steps of the Grievance procedure shall be as follows:

#### **STEP 1:**

The employee shall submit the grievance in writing to the Fire Chief within 14 calendar days of the date that the employee or the Union knew or, with the exercise of reasonable diligence, should have known of the occurrence giving rise to the grievance. The Fire Chief and the Union may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Fire Chief, the Union may appeal to the next level.

STEP 2:

If the grievance is not resolved in Step 1, the Union may appeal it by giving a written notice of such appeal to the Town Administrator within 10 calendar days after the answer of the Fire Chief is due. The Town Administrator and the Union shall meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the Town Administrator, the Union may appeal to the next level.

STEP 3:

If the grievance is not settled in Step 2, the Union may request a hearing before the Board of Selectmen, by submitting a written request, which may include a written summary of the basis of the grievance, to the Town Administrator within 10 calendar days of the date the Step 2 response is due. The Town Administrator will present the request to the Board of Selectmen in executive session at the next available meeting, and shall communicate the Board's decision to the Union in writing within 5 days of the decision. If the decision is a denial of the request, then the Town Administrator's written notification of the denial to the Union shall serve as the Town's Step 3 response for the purposes of this Article. Should the Board agree to hear the grievance, the hearing will be held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the Board elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Board's written Step 3 response shall be due within 30 calendar days after the hearing.

2. In general, letters issued by the Town are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 15 calendar days of the date that the letter is delivered. The union may grieve letters of reprimand through Step 3 of the grievance procedure.
3. All grievances filed at Step 1 and 2 of the grievance procedure shall specify:
  - a. the particular contract article and section alleged to have been violated;
  - b. the facts supporting each alleged violation in reasonable detail;

- c. the date each act or omission violating the Agreement is alleged to have occurred; and,
  - d. the remedy sought for each alleged contract violation.
- 4. The parties agree to follow each of the foregoing steps in the processing of the grievance. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance, and the right to proceed further. Time limits may be extended by mutual agreement.
- 5. The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive unless the Union can demonstrate through reasonable diligence that it did not know of the violation of the contract within fourteen (14) days of its occurrence.
- 6. Arbitration.
  - a. If the dispute or grievance is not settled in the foregoing steps and it involves the claimed violation of an arbitrable provision of this Agreement, then the Union may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 45 days of the Town's answer in Step 2, unless Step 3 review has been requested, in which case, the demand must be filed within 60 days of the Town's answer in Step 3.
  - b. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the Town of Southborough, unless otherwise agreed by the parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the Town, the Union, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes. The arbitrator's fees and expenses shall be borne equally by both parties.

**ARTICLE 10**  
**HOURS OF WORK AND OVERTIME**

**Section 1** Scheduled Work Shifts, Workweek, Etc.

A. Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular starting and quitting time as detailed in the Rules and Regulations for Permanent Members of the Southborough Fire Department, said rules and regulations existing as of the signatory date of this Agreement.

B. The regular workweek for uniformed members of the Fire Department shall not exceed forty-two (42) hours, as scheduled by the Chief on a 24-hour shift basis, averaged over an eight (8) week cycle of twenty-four (24) hour tours as detailed under Section 8 - Work Schedules, Item 3, of the Rules and Regulations for Permanent Members of the Southborough Fire Department, said rules and regulations existing as of the signatory date of this Agreement.

C. The regular workweek for the Fire Prevention Officer shall be four (4) ten-hour days, Monday through Thursday. By mutual agreement of the Fire Chief and Fire Prevention Officer, the schedule of the four (4) non-rotating ten-hour days in the Monday through Friday work weekday may be altered the first week of July and the first week of January.

D. For each of the four (4) scheduled work shifts, there will be a designated officer, in addition to the Fire Prevention officer.

E. Each employee is assigned to a regular work schedule as a member of a group. When an employee's regular work schedule is to be changed, the Fire Chief shall give at least 4 (four) tours' notice to the employee affected by such a change, unless it conflicts with approved time off. In such case when the employee has approved time off, seven (7) tours notice shall be given to the employee affected by such change unless the employee and the Chief agree to wait the seven (7) tours notice.

**Section 2** Employees will be permitted to substitute or exchange time with qualified employees within the Fire Department. Substitutions will be permitted when approved by



the Fire Chief. Requests must be submitted in writing to the Fire Chief or his/her designee.

**Section 3 Overtime Services.** All assigned, authorized or approved service outside or out of turn of an employee's regularly-scheduled tour of duty or work shift (other than paying fire details), workweek or hours of work, including service on an employee's scheduled day off, or during his/her vacation and service performed prior to the scheduled starting time for his/her regular work shift or tour of duty, and service performed subsequent to the scheduled time for conclusion of his/her regular work shift or tour of duty, and including court time as set forth in Article 6 hereof, shall be deemed overtime service and paid for as such.

A. Callback Time. Whenever an employee has completed his/her last duty assignment or tour of duty and is recalled to respond to an alarm, he/she shall receive a minimum of three (3) hours of overtime pay. The employee shall be released when the situation initiating his/her overtime or callback is returned to normal. No additional compensation will be paid for callbacks occurring within the time period covered by the first recall until subsequent calls extend beyond the three (3) hours covered by the original call. Compensation beyond three (3) hours will be at an hourly overtime rate. Employees reporting for his/her scheduled duty assignment shall not be eligible for recall pay if the recall occurs within one (1) hour before his/her scheduled duty assignment, and will be eligible for one (1) hour of overtime. Callbacks shall be determined based on department Standard Operating Guidelines for signal 55 and box/first alarms.

B. Drills. Employees attending Departmental drills will be compensated at a minimum of two (2) hours of overtime per drill. After the initial two hours, employees will be compensated in thirty (30) minute increments.

C. EMT Training. Compensation will not be awarded to employees attending EMT Training.

D. Overtime service shall not include:

- (a) An out-of-turn work shift or tour of duty, which is substituted for a regularly scheduled work shift or tour of duty at the request of an employee;
- (b) Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement; and
- (c) The terms of this Section 3 (F) do not apply to the Fire Prevention Officer.

E. Details. On any occasion that the Fire Chief determines that public safety is at risk (fire watches, pyrotechnic displays, pyrotechnic blasting for construction, etc.) and calls for a Detail Firefighter or Firefighters to standby during any of these, to monitor for fire, explosion, or any other possible hazard, the person or persons assigned to the detail will be compensated in the following manner:

Four (4) hours minimum pay, and a four (4) hour block for hours after the first four (4) hours, and then hour for hour after eight (8) hours.

The rate for non-Town details shall be:

\$50.00 per hour, effective July 1, 2017.

Town details shall be charged at the straight overtime rate

Permanent members of the Fire Department covered by this Agreement will be first called to fill any open detail, and shall maintain refusal rights before any detail is filled by a call firefighter. A list indicating the hours of details worked will be maintained for the period of July 1 to June 30 of each year. This list will begin with zero (0) hours of accumulated time each July 1.

Weekend/Holiday Detail Pay: Effective July 1, 2013, any detail worked on a weekend or holiday shall be compensated at a rate that is three dollars (\$3.00) per hour greater than the existing detail rate. A weekend shall be considered Friday night at 6:00 PM until Monday morning at 8:00 AM. A holiday shall be considered the full twenty-four (24) hours of said holiday.



**Section 4 Scheduling of Overtime.** In emergencies or as the needs of the service require, fire officers and firefighters may be required to perform overtime work. All such employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis.

All Fire Department overtime opportunities will first be offered to the employees covered by this Agreement. The following procedure of overtime allotment shall be used:

- (a) The Fire Chief will maintain a list indicating the hours of overtime worked by each employee for the period from July 1 to June 30.
- (b) Overtime opportunities will be offered from this list on the basis of: first offer to the employee with the lowest accumulation of overtime hours, etc.
- (c) When an employee will be off duty for four (4) or more consecutive tours for any reason, the Fire Chief may waive the requirements of this Section.
- (d) The Fire Prevention Officer will, at the discretion of the Fire Chief, fill open ten (10) hour day shifts occurring during his/her regularly scheduled workweek.
- (e) Employees maintain the right to refuse overtime opportunities.
- (f) In an emergency situation or if the Fire Chief is unable to cover a vacant tour with employees as stated, or if an employee will be working seventy-two (72) consecutive hours if granted overtime, the Chief may waive the requirements of this Section.
- (g) It is understood that vacancies in the Fire Prevention Officer position will not be covered by overtime unless the Fire Chief deems it to be necessary.
- (h) Under no circumstance shall a member work an overtime shift during time off for a personal day, sick day, vacation day or holiday. The exception shall be a Recall, Ambulance recall or Call-Back.

**Section 5**     Method of Compensation for Overtime Service. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his straight-time hourly rate for each hour of overtime service, or fraction thereof. The straight-time hourly rate shall be computed as one-fortieth of an employee's regular weekly compensation. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

Pay for overtime service shall be in addition to and not in lieu of holiday or vacation pay (where such service is performed on a holiday or working vacation), and shall be remitted to employees within seven (7) days after the week in which such overtime service is performed, or as soon thereafter as Town payroll procedures allow.

**Section 6**     The minimum number of on-duty full-time personnel assigned to the fire fighting forces shall be two (2) except in cases where, due to manpower shortages, the Chief is unable to staff the Department with overtime opportunities offered in accordance with the provisions of Article 10, Section 4, of this Agreement.

**Section 7**     A shift Officer In Charge, when designated by the Fire Chief, shall receive, after actually working four or more consecutive hours as a duty officer, in addition to his/her regular compensation, a one-dollar (\$1.00) hourly stipend. The stipend shall be retroactive to the beginning of the work tour. The stipend shall not be part of base pay for any purpose, subject to the Fair Labor Standards Act.

## **ARTICLE 11** **VACATION TIME**

**Section 1**     Firefighters who have been in the continuous employment of the Fire Department shall be paid their regular week's pay or portion thereof in accordance with the following schedule:

Firefighters (does not apply to Fire Prevention Officer):

Six (6) months as of Anniversary Date (not to exceed four (4) tours in the first year)	2 tours (48 hours)
One (1) year as of Anniversary Date	4 tours (96 hours)
Five (5) years as of Anniversary Date	6 tours (144 hours)
Ten (10) years as of Anniversary Date	9 tours (216 hours)
Fifteen (15) years as of Anniversary Date	11 tours (264 hours)
Twenty (20) years as of Anniversary Date	12 tours (288 hours)*

Fire Prevention Officer, Only:

Six (6) months as of Anniversary Date (not to exceed four (4) tours in the first year)	1 week (40 hours)
One (1) year as of Anniversary Date	2 weeks (80 hours)
Five (5) years as of Anniversary Date	3 weeks (120 hours)
Ten (10) years as of Anniversary Date	4 weeks (160 hours)
Fifteen (15) years as of Anniversary Date	5 weeks (200 hours)
Twenty (20) years as of Anniversary Date	6 weeks (240 hours)*

\*Applicable only to firefighters in the Town's employ prior to July 1, 2004.

NOTE: A new employee receives two (2) tours after six (6) months. The employee is allowed to carry two tours after 6 months into the start of the second year. The employee receives two additional tours after completion of the first year.

**Section 2** The vacation period for each employee shall run from anniversary date to anniversary date (i.e. each employee's vacation shall be taken during the twelve month period following the employee's anniversary date.) If requested, every effort will be made to grant an employee his/her total allotted vacation between June 1 and August 31 ("Prime Time"). Each employee may be granted at least one-half (1/2) of his/her vacation time during Prime Time if he/she desires. Only three employees on any given work shift or tour of duty may schedule Prime Time vacation.

**Section 3** An employee will be allowed to take the balance of his/her vacation not used during "Prime Time" as individual tours of duty, or as consecutive tours of duty. Whenever vacation time is going to be taken on a tour-by-tour basis, the Fire Chief or officer-in-charge just be given written notice seven calendar days in advance.

**Section 4** No employee shall take vacation time on Thanksgiving, Christmas Eve, Christmas, New Year's Eve, or New Year's. An employee who has scheduled a vacation during the above-stated period, and who has had his/her schedule changed, shall be allowed to take his/her scheduled vacation.

**Section 5** If, in the opinion of the Fire Chief, there are circumstances which warrant it, an employee may, upon request, continue at work and receive vacation pay in lieu of his vacation.

**Section 6** In the event of retirement and/or termination of employment, except for cause, the employee shall be paid, or be entitled to, time off with pay, for any accumulated vacation, prorated on the basis of service since the employee's preceding vacation. In the event of the death of any employee, any accumulated vacation pay shall be paid to his/her estate.

**Section 7** A firefighter may carryover up to 50% of his or her vacation time from one (1) year to the next for one (1) year with the prior approval of the Fire Chief. A firefighter must notify the Fire Chief by November 1 of his or her intention to carryover vacation time after the next June 30 and the number of tours to be carried over.

## **ARTICLE 12**

### **OTHER LEAVES OF ABSENCE**

**Section 1** Subject to the operating needs of the Department determined by the Fire Chief, leave of absence without loss of pay will be permitted for the following reasons:

A. Miscellaneous Leave, Bereavement Leave. In the event of the death of a spouse, father, mother, children, father-in-law, mother-in-law, brother or sister, or any other person, who in the opinion of the Fire Chief is closely associated with the employee, such employee shall be entitled to receive three (3) tours' leave for the purpose

of the funeral arrangements and burial of said deceased. In the event that travel is required out of state, the Fire Chief, in his discretion, may authorize two (2) additional tours of travel time.

B. Military Leave. Military Leave shall be provided for in accordance with Chapter 33, Section 59, of the General Laws and an employee in full-time employment in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the employee by the Town. Such payment by the Town shall be limited to a period not to exceed seventeen (17) days, or in the case of the Fire Department, up to six (6) tours depending on schedule rotation in any twelve-month period, and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

C. Jury Duty. If an employee is called to jury duty, he/she shall receive an amount equal to the difference between his/her normal compensation and the amount (excluding any travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.

D. Inoculation required by Municipal Employer.

E. Promotional Examinations. Promotional examinations conducted under rules for promotion to any position in the municipal employment of the Town of Southborough.

F. *Reserved for future use.*

G. Unpaid Leave of Absence. An unpaid leave of absence of up to three (3) months may be granted at the Town's discretion to an employee who makes application to the Fire Chief and Town Administrator, and supplies a reason which in the Town's judgment justifies the leave. Leaves of absence may not be taken to seek other employment. If the employee returns within the three (3) months, the leave shall not constitute a break in service.

Leaves of absence of over three months' duration, except military leave, shall be considered a break in employment, and on return to work, the employee shall have the

status of a new employee unless an extension of leave beyond three months has been authorized by the Board of Selectmen.

H. Attendance at educational programs required or authorized by Town or Fire Chief.

**Section 2 Statutory Leaves.**

A. The Town shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town's FMLA policy. (See *Appendix C.*)

B. The Town shall provide Small Necessities leave in accordance with the Small Necessities Leave Act (SNLA) and the Town's SNLA policy. (See *Appendix D.*)

**ARTICLE 13  
COMPENSATION**

**Section 1** Each employee covered by this Agreement shall receive the following weekly wage:



The following wage schedule shall become effective July 1, 2019

(2.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FF EMT	1,033.55	1,073.02	1,112.27	1,151.60	1,192.27	1,207.53	1,222.99
FF A & P	1,082.24	1,121.72	1,160.99	1,200.31	1,240.97	1,256.86	1,272.95
Lieutenant EMT	1,170.99	1,215.72	1,260.19	1,304.76	1,350.84	1,368.13	1,385.64
Lieutenant A & P	1,219.69	1,264.40	1,308.89	1,353.45	1,399.53	1,417.45	1,435.59
Captain EMT	1,288.09	1,337.29	1,386.21	1,435.23	1,485.93	1,504.95	1,524.21
Captain A & P	1,336.80	1,385.98	1,434.93	1,483.92	1,534.81	1,554.46	1,574.36

The following wage schedule shall become effective July 1, 2020

(2.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FF EMT	1,054.22	1,094.48	1,134.51	1,174.63	1,216.11	1,231.68	1,247.44
FF A & P	1,103.89	1,144.16	1,184.21	1,224.31	1,265.79	1,281.99	1,298.40
Lieutenant EMT	1,194.41	1,240.03	1,285.39	1,330.86	1,377.85	1,395.49	1,413.35
Lieutenant A & P	1,244.08	1,289.69	1,335.07	1,380.52	1,427.52	1,445.79	1,464.30
Captain EMT	1,313.85	1,364.04	1,413.93	1,463.94	1,515.64	1,535.04	1,554.69
Captain A & P	1,363.54	1,413.70	1,463.62	1,513.59	1,565.51	1,585.55	1,605.84

The following wage schedule shall become effective July 1, 2021

(2.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FF EMT	1,075.30	1,116.37	1,157.20	1,198.13	1,240.44	1,256.31	1,272.39
FF A & P	1,125.96	1,167.04	1,207.90	1,248.80	1,291.11	1,307.63	1,324.37
Lieutenant EMT	1,218.30	1,264.83	1,311.10	1,357.48	1,405.41	1,423.40	1,441.62
Lieutenant A & P	1,268.96	1,315.48	1,361.77	1,408.13	1,456.07	1,474.71	1,493.59
Captain EMT	1,340.13	1,391.32	1,442.21	1,493.22	1,545.96	1,565.75	1,585.79
Captain A & P	1,390.81	1,441.97	1,492.90	1,543.87	1,596.82	1,617.26	1,637.96

### EMT Stipends

Effective July 1, 2015

EMT Advanced	\$4,500
EMT Paramedic	\$6,000
Fire Prevention Officer (Article 16, Section 8)	\$1,750

Ancillary positions: The parties agree to further discussions between the Union and Fire Chief to establish the following ancillary assignments at the following annual pay rates: EMS Director (\$3,000); ALS Coordinator (\$2,000); Maintenance Coordinator (\$1,500); and Scheduler (\$1,500). Said stipends for ancillary positions to be paid annually on the first payroll in June.

**Section 2 Longevity pay for continuous full-time employment:**

After five years	\$400.00
After ten years	\$600.00
After fifteen years	\$700.00
After twenty years	\$800.00
After twenty-five years	\$1,000.00

**Section 3 Lump Sum.** Lump sums are to be paid to the employees as follows:

- (a) Longevity is to be paid on the employee's anniversary date.
- (b) Holiday pay shall be paid in the first payday in December and June of each year of this Agreement.
- (c) EMT-A & EMT-P shall be paid on the first payday in December annually.

**Section 4** Every employee subject to this Agreement who is in the continuous full-time service of the Town, computed from the date of his latest employment, and who has a satisfactory performance record, shall be eligible annually, one year from the date of the latest increase, for consideration for advance to the next higher step rate, but not more than one step rate in any one (1) twelve (12) month period until the maximum for the job is reached, subject to the approval of the Fire Chief. Any employee denied such an increase has the right to appeal, in writing, to the Board of Selectmen, which shall confer with both the employee and the Fire Chief, and shall decide the matter. All adjustments shall be approved in advance by the Fire Chief.

**Section 5** The Town shall contribute funds as required for each employee in accordance with the procedures formula established by the Worcester Regional Retirement Board and the By-Laws of the Town of Southborough.

Contributions shall be made by the Town for:

1. Wages earned not in excess of forty-two (42) hours, averaged over an eight (8) week cycle of twenty-four (24) hour tours.

1(a) In the case of the Fire Prevention Officer, wages earned not in excess of forty (40) hours per week averaged over one (1) week consisting of four (4) ten (10) hour days.



2. Any lump-sum bonus, which is guaranteed as outlined in this Agreement.

Examples of lump-sum bonuses are longevity pay, educational bonus, and E. M. T. pay.

3. Vacation pay, except when paid in lieu of taking vacation.
4. Sick pay.
5. Holiday pay.

Contributions shall be made by the Town only for those hours worked and wages earned by the employee in conjunction with his/her primary position for the Town.

## **ARTICLE 14**

### **EDUCATIONAL INCREMENT**

**Section 1** Any employee covered by this Agreement, who has, by taking courses, earned credits in Fire Science, Public Administration, Nursing, Paramedic Technology, Emergency Management or Paramedic Science, in a degree-granting program from an accredited college or university, shall receive additional compensation annually, as educational incentive, according to the following schedule:

\$800.00 upon receipt of an Associate's Degree in Fire Science, Nursing,  
Paramedic Technology, Emergency Management or Paramedic Science,

OR

\$1,200.00 upon receipt of a Bachelor's Degree in Fire Science, Nursing,  
Paramedic Technology, Emergency Management, Paramedic Science or Public  
Administration.

OR

\$1,500 upon receipt of a Master's Degree in Fire Science, Nursing, Paramedic  
Technology, Emergency Management, Paramedic Science or Public  
Administration.

Under no circumstance may an employee collect for both an Associate's and a Bachelor's Degree in the same fiscal year.

A copy of the transcript or other appropriate evidence of degree earned must be presented to the Fire Chief, with a copy for the Board of Selectmen who will maintain complete and on-going records for participants.

**Section 2** In addition, the Town agrees to pay course tuition, lab fees, and school fees for certain courses with the following conditions:

A. That the course be an accredited and required portion of the firefighter's degree program in Fire Science, Public Administration, Nursing, Paramedic Technology, Emergency Management or Paramedic Science or any other course approved by the Fire Chief. Such information shall be presented in writing within one (1) week of enrollment into the course.

B. That the course could not be paid for under any other means (except by the firefighter with his/her own funds), including, but not limited to, Federal or State Assistance for Veterans, etc. Certification must be presented in writing prior to registration for each course.

C. That the Fire Chief must approve the commitment of Town funds prior to registration by the firefighter, or the firefighter assumes responsibility for payment.

D. The firefighter must attain a grade for the course of "B" or better.

E. That the Fire Chief will budget Nine Thousand Eight Hundred and Fifty Dollars (\$9,850) a year to fund tuition payment. Community College Tuition is now Two Hundred Seventy-Five Dollars (\$275) per three (3) credit course. This funding would allow seven (7) members to take two (2) courses per year (two (2) courses per year are required to remain in a degree program) or any combination within the amount budgeted. It would be up to the membership to determine who would be paid when conflicts occur and relay their decision to the Chief.

**Section 3** EMT – Paramedic.

1. The EMT-P program may be offered to all members covered by this Agreement, at the discretion of the Fire Chief.

2. The Town will pay for tuition, all books, materials, related personal equipment, and any other related costs, provided that the member successfully completes the EMT-P program with a B grade or better. The EMT-P program must be offered through an accredited college or university, and requests for payment will be processed in accordance with Section 2 of this Article.

3. EMT-P students will be granted three (3) attempts to pass the State certification exams and the costs of same will be covered by the Town.

4. Any employee currently covered by this Agreement may waive his or her right to take this course until a later, unspecified date, subject to the availability of training and funding.

5. For any portion of the EMT-P course, including all classroom, and up to fifty percent (50%) of clinical and field internship that takes place while an employee is on duty, the Town agrees to fill said time so that the employee can attend his or her class uninterrupted. Employees shall make every attempt to schedule clinical and field internship rotations on off duty time to prevent undue financial strain on the Town, and to prevent disruption of operations within the Fire Department.

6. Any employee who enrolls in the program and willfully withdraws from the program without just cause shall pay the sum of Five Hundred Dollars (\$500) to the Town as a partial reimbursement of tuition costs. Just cause will be determined on an individual basis by the Fire Chief and Union representatives. A Statement of Commitment to train within the confines of the program must be signed by any employee attending the program prior to funding that employee.

7. As of July 1, 2002, upon successful completion of the course, and certification as an EMT-P by the Office of Emergency Medical Services, each employee shall be awarded a one-time bonus of Three Thousand Dollars (\$3,000).

8. The Town shall maintain proper ALS insurance coverage for employees while in training and in practice.

9. All classroom training will be conducted at the Southborough Fire Department, if possible.

10. The employee shall devote no less than 3 years of service to the Southborough Fire Department after the completion and certification as a Paramedic. If said employee fails to complete the minimum service requirement, s/he will be required to refund the cost of tuition to the Town on a prorated basis, which amounts may be withheld in whole or in part from the employee's final pay. This section shall only apply to newly-certified Paramedics.

**Section 4** Cost of Tuition, Books, and Registration Fees. National and State Re-Certification Fees and other expenses will be paid by the Town with approval of the Fire Chief.

## **ARTICLE 15**

### **SICK LEAVE**

**Section 1** All employees covered by this Agreement shall be entitled to six (6), twenty-four (24) hour tours of sick leave per year of employment. The total maximum accumulated sick leave shall be sixty-nine (69), twenty-four (24) hour tours or one thousand six hundred fifty-six (1,656) hours. The employee working the Fire Prevention Officer position shall be entitled to twelve (12) ten (10) hour sick days per year of employment. Absences on account of sickness in excess of that authorized may, at the discretion of the Fire Chief, be charged to vacation leave. Sick leave shall be payable only in cases of bona fide illness or non-work connected accident or in the event of a serious illness requiring bedside or household attention for the member's spouse, child, father, mother or other member of the member's immediate household.

**Section 2** Employees who, because of sickness or a non-work connected accident, are absent for a period of more than two (2) tours, or in the case of the Fire Prevention Officer, four (4) ten (10) hour days, shall be required to present a doctor's certificate to the Fire Chief stating reason and period of time the employee will be absent from work. The above Section is not to be construed by any employee or the Fire Chief for time off for any sickness caused by over-indulgence in alcohol or narcotics, or by his or her misconduct.

### **Section 3 – Sick Leave Bank**

#### **A. Purpose**

A voluntary Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through illness or accident, and who require additional leave to permit recovery from extended illness.

B. Membership

Members who wish to join the Bank, and who meet the eligibility requirements, will, during August of their second year, or any subsequent month of August, contribute one (1) tour of their accumulated sick leave to the Bank. Members may join the bank only in August. When a bargaining unit member retires (non-disability) whom is not entitled to sick time buy back, an amount not to exceed 50% of the bargaining unit member's earned accumulated sick time will be added to the sick bank fund.

C. Administration of the Bank

1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of one (1) member of the Fire Department's administration as determined by the Fire Chief, one (1) member of the Town as determined by the Town Administrator, and two (2) members designated by the Union. Records pertaining to the Bank shall be maintained by the Town.
2. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority of members voting and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself. A favorable decision requires three votes.
3. Decisions relating to the grant of days from the bank shall not affect the Town's right to make determinations regarding any member relations matter, including determinations regarding the appropriateness of any member's use of sick leave.

D. Eligibility Requirements for Joining the Bank

Qualified members of the Sick Leave Bank shall be limited to Members covered by this Agreement who have accumulated at least ten (10) tours to gain initial entry into the Bank.

E. Application for Benefits

Individual petitions will be presented to the Sick Bank Committee by interested parties in writing, and must be accompanied by medical evidence of illness from a Medical Doctor. Petitions relating to drug and/or alcohol illness are not allowable for coverage under this Article.

F. Granting of Days

1. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed twenty (20) tours.
2. Upon completion of the twenty (20) tour period, additional tours may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant. It should be understood that it is not automatic that a member will be covered for the entire illness.
3. Tours will not be granted to permit an individual to stay home to care for other members of the family, with the exception of minors living with the employee.
4. Tours granted but not used by the applicant will be returned to the Bank.

G. General Criteria

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

1. medical evidence of serious illness;
2. prior utilization of eligible sick leave; and

3. other lawful factors as a majority of the Sick Leave Bank Committee may deem appropriate.

H. Return to Employment

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other members. When a member returns after using the Bank, he/she shall be required to deposit one (1) tour into the Bank at the start of the next fiscal year.

I. Funding

1. The unused days in the Sick Leave Bank shall be carried from year to year.
2. In the event the Sick Leave Bank goes below twenty (20) days, it will be the union members' responsibility to replenish the Sick Leave Bank.

**Section 4** A member who uses sick leave for their own personal illness may not work an overtime or detail shift without the Chief's permission within 24 hours of the end of the last shift covered by sick leave.

**Section 5** A pattern of sick leave abuse, requiring the submission of a certificate of illness as having been examined by a Medical Doctor, Physician's Assistant or Nurse Practitioner for every subsequent day of sick leave taken by a member, shall automatically be established if the member accumulates more than six (6) undocumented (without a certificate from a Medical Doctor) sick tours in a fiscal year beginning on July 1st and ending on June 30th. Upon retirement, the town will pay 50% of accumulated sick time in excess of Seven Hundred Ninety-Eight (798) hours at the employee's rate of pay at retirement. This section does not apply to employees hired after July 1, 2011.

**ARTICLE 16**  
**MISCELLANEOUS**

**Section 1** Space will be provided at Fire Headquarters for a Union bulletin board of reasonable size to be supplied by the Union for the posting of announcements or other material relating to the Union business.



**Section 2** Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

**Section 3** The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or other promulgated by the Fire Chief, Board of Selectmen or Town Meeting. In the event any statute(s), ordinance(s), by-law(s), or action(s), of the Town Meeting or the Town relating to or affecting employees of the Fire Department provides or sets forth benefits or terms in excess of, or more advantageous than, the benefits or terms of this Agreement, the provisions of this Agreement shall prevail.

**Section 4** Beginning July 1, 2008, the Town shall contribute to all HMO insurance plans at the rate of 77 ½ % and employees shall contribute at the rate of 22 ½ %; Beginning July 1, 2009, the Town shall contribute to all HMO insurance plans at the rate of 75% and employees shall contribute at the rate of 25%, and this rate shall remain in force for the duration of the agreement.

Notwithstanding the provision of Section 1, Article 22, the Union acknowledges and agrees that the Town may implement a change in health insurance plans for bargaining unit members from “legacy or indemnity plans” to “navigator or benchmark plans” as offered by the Town in accordance with the plans through their insurance providers. In addition, the Town may establish a Health Reimbursement Account in accordance with law. The date of implementation of this provision shall be July 1, 2014, unless all Town and School unions accept these changes prior to, in which case the date of implementation will be as soon as practicable.

The Union acknowledges and agrees that the Town may implement a Health Insurance Opt-out program for bargaining unit members.

**Section 5** All Firefighters covered under this Agreement will be required to live in the Town of Southborough or any municipality whose border is within fifteen (15) air miles of the Town of Southborough; provided, however, the Fire Chief shall have the



authority to extend this residency requirement up to twenty-five (25) miles for an individual firefighter on a non-precedent setting basis.

**Section 6** The Town will provide to the employees any inoculations and TB testing which may be necessary or deemed prudent.

**Section 7** *Reserved for future use.*

**Section 8** An annual stipend for the Fire Prevention officer (when assigned) shall be as \$1,750, effective July 1, 2012. This stipend amount shall not be included in base pay and not calculated for purposes of overtime.

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**ARTICLE 17**  
**NO STRIKE**

**Section 1** No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing (does not cover informational picketing), sympathy strike, or other withholding of services from the Town of Southborough, including so-called work-to-rule, refusal to perform, in whole or in part, duties of employment, however established, and the concerted withholding of overtime services.

**Section 2** The Union agrees that neither the Union nor any of its Officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing (does not cover informational picketing), sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform, in whole or in part, duties of employment, however established, and concerted withholding of overtime services, including upon termination of this Agreement.

**Section 3** The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**Section 4** Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town of Southborough against an employee and such other action that the Town of Southborough may deem appropriate.

**Section 5** The Town of Southborough may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

## **ARTICLE 18**

### **WAIVER**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE 19**

### **LICENSE REQUIREMENTS**

All firefighters shall possess a valid and current Massachusetts Drivers License. Failure to possess such a license shall constitute just cause under Article 4 for disciplinary action by the Town.

## **ARTICLE 20**

### **CONDITION OF EMPLOYMENT**

All firefighters must be Basic EMT certified by the Commonwealth of Massachusetts and must maintain their certification at all times. In addition, firefighters that have, or achieve, EMT-A or Paramedic certification shall maintain that certification as a condition of employment with the Southborough Fire Department during their employment with the Department; provided, however, that a firefighter who has been a Paramedic for ten (10) or more years in the Department may submit a written request to the Fire Chief to waive the requirement of

Paramedic and reduce the firefighter in rank and salary to Firefighter/EMT-A, Lieutenant/EMT-I, or Captain/EMT-A, as applicable. The Fire Chief may grant such request at his discretion. The Fire Chief in his sole discretion may also grant a request to waive the requirement of Paramedic and reduce the firefighter in rank and salary, as applicable, for a firefighter who has been a Paramedic for less than ten (10) years where other circumstances are present that would merit the waiver and reduction in rank and salary.

**ARTICLE 20A**  
**PROBATIONARY PERIOD; PERMANENT APPOINTMENT**

**Section 1** Every firefighter shall serve a probationary period of one (1) year of actual service. During his or her probationary period, the Town of Southborough may discipline or discharge the employee without cause or notice and such action shall not be subject to the grievance or arbitration procedures under Article 9.

**Section 2** After the successful completion of one (1) full year of a probationary or provisional appointment, the employee may be appointed to a permanent appointment by the Chief.

**ARTICLE 20B**  
**LIGHT DUTY**

**Section 1 Light Duty**

(a) Subject to the conditions set forth in this Article, the Chief, in his sole discretion, may require an employee who has been on Injured on Duty (IOD) status for more than thirty (30) days and who is not hospitalized, to perform light duty for up to six months, provided: that the employee is not taking medication, which would impair performance; that the Town is not contesting the employee's IOD status; and that the Chief has determined that there is suitable bargaining unit work available for which the employee is qualified. The employee may waive the thirty (30) day period and may begin light duty earlier than otherwise required. The Chief may renew the light duty assignment for additional periods as the Chief deems appropriate.

(b) The Chief shall assign an employee on light duty to such tasks which are appropriate for the employee's injury and condition.

(c) The Chief may, at his discretion, change the employee's shift, including assigning the employee to the day shift and to an administrative schedule.

(d) Employees on light duty shall wear appropriate civilian attire unless otherwise directed by the Chief.

**Section 2** An employee may voluntarily request to be placed on light duty after being out for one-week on IOD or Sick Leave. The Chief in his discretion may grant this request and schedule the employee for light duty in accordance with Section 1.

**Section 3** Employees on light duty shall not be considered to be part of the fire suppression or E.M.S. forces. No employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status. Light duty shall not include driving of ambulances, fire suppression emergency vehicles, or any other vehicle for emergency purposes.

Light duty personnel shall not be deemed to be a substitute for the able bodied firefighters on fire suppression or EMS duty.

**Section 4** Light duty may be required by the Chief only after the employee's or the Town's physician finds that the employee is fit to perform such duty. If the employee's physician and the Town's physician disagree as to fitness for light duty, the two physicians shall designate a third physician of the appropriate medical specialty who, at the expense of the Town, shall determine the employee's fitness for light duty, and such determination shall be binding on all parties and not subject to the grievance procedure.

**Section 5** Light-duty assignments by the Chief shall be, so far as is practical, particularized to the individual abilities and limitations of each employee so assigned, after consultation between the Chief and the employee involved.

**Section 6** Employees on light duty because of an injury on duty may be released by the Chief to attend physician appointments or therapy in connection with the IOD injury or illness that has put the firefighter on light duty. Such request for release shall not be unreasonably withheld by the Chief.

**Section 7** Employees experiencing illness or injury in a non-duty status may volunteer to participate in the light duty program in accordance with the conditions of this Article if approved by the Chief.

**Section 8** Employees on light duty remain on regular pay and work status for the purposes of benefits such as, but not limited to, accruing vacation time and sick time, receiving holiday pay and other such benefits and wages that are earned by working, except for overtime and extra-duty details.

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**ARTICLE 20C**  
**FLEXIBLE SPENDING ACCOUNTS**

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The Town will implement Flexible Spending Accounts and Health Savings Accounts for all interested and eligible employees. The accounts will be funded by employee contributions in accordance with the terms of the plan and applicable law. The plan will be administered using an administrator of the Town's choosing.

**ARTICLE 21**  
**DURATION OF AGREEMENT**

This Agreement shall take effect as of July 1, 2019, and shall continue in full force and effect up to and including June 30, 2022, and shall be automatically renewed from year to year thereafter, unless at least thirty (30) days prior to January 1, 2022, or at least ninety (90) days prior to July 1 of any succeeding year, either party notifies the other in writing of its desire to change, amend or terminate this Agreement.

In the case of a modification, said notice shall set forth the sections of this Agreement, which the parties desire to modify. Within fifteen (15) days of the receipt of the notice of intent to modify or terminate from either party, the parties shall proceed to bargain collectively in respect thereto.

Dated this 18<sup>th</sup> day of June, 2019.

TOWN OF SOUTHBOROUGH  
BOARD OF SELECTMEN

SOUTHBOROUGH PERMANENT  
FIREFIGHTERS ASSOCIATION  
Local 3129, IAFF, AFL-CIO-CLC

Bingham  
[Signature]  
John Brackley  
[Signature]  
[Signature]

Dated: 6-18-19

[Signature]  
[Signature]  
[Redacted]

Dated: 6-13-2019