

AGREEMENT

between

TOWN OF SOUTHBOROUGH

and

**SOUTHBOROUGH PERMANENT FIREFIGHTER'S
UNION LOCAL 3129, IAFF**

FISCAL YEAR 2026

FISCAL YEAR 2027

FISCAL YEAR 2028

(July 1, 2025, through June 30, 2028)

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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. **“Day Shift Schedule,”** a forty (40) hour work-week assignment, Monday through Thursday, or Tuesday through Friday.
5. **“Drills,”** scheduled training sessions for all members of the Fire Department.
6. **“EMT Training,”** scheduled training sessions specifically for emergency medical technicians.
7. **“Full-Time Fire Captain,”** a Fire Captain retained in full-time employment.
8. **“Fire Prevention Officer,”** a full-time member of the Fire Department retained in full-time employment.
9. **“Full-Time Fire Lieutenant,”** a Fire Lieutenant retained in full-time employment.
10. **“Full-Time Firefighter,”** a firefighter retained in full-time employment.
11. **“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.
12. **“Increment,”** the dollar difference between step rates.
13. **“Maximum Rate,”** the highest rate in a range, which an employee normally is entitled to attain.
14. **“Minimum Rate,”** the rate in a range which is normally the hiring rate of a new employee.
15. **“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.
16. **“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.
17. **“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.
18. **“Range,”** the dollar difference between minimum and maximum rate.
19. **“Rate,”** a sum of money designated as compensation for personal services on an hourly, weekly, monthly, annual or other basis.

20. **“Recall/General Recall”** a radio transmission requesting off-duty personnel to respond to a call and/or for station coverage.
21. **“Salary Schedule,”** Article 13, Section 1.
22. **“Seniority,”** synonymous with continuous full-time service.
23. **“Step Rate,”** rate in a range of compensation grade.
24. **“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 and any other officer assigned to a day shift schedule, shall consist of a ten (10) hour work period to begin at 0730 hours, concluding ten (10) hours later at 1730 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.

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:

Section 1

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.

Section 2

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 Section 3;
- 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 Section 3;
- 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 Section 1, the training of personnel, subject to Article 10 Section 3 Subsection (b) 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 Section 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 Section 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 Section 1;
- n) the assignment to work sites, including the change of work sites from time to time, subject to Article 10 Section 1;
- o) the granting and scheduling of leaves, subject to Article 11: Vacation Time and Article 12: Other Leaves of Absence;
- p) the scheduling and enforcement of working hours, subject to Article 10 Section 1;
- q) the determination of the style and content of uniforms, subject to Article 8: Clothing Allowance and Equipment;
- 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 Section 3, Section 4, Section 5, Section 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 Section 3 Subsection (a);
- 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 Section 4 Subsection (a) and Article 4 Section 5;
- v) the demotion, suspension, discipline or discharge of employees, subject to Article 4 Section 1 and Article 4 Section 4 Subsection (b);
 - 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;
- w) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; and
- x) the establishment of and determining the alarm response system of the Department, subject to Article 4 Section 3 and Article 10 Section 3 Subsection (a). 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.
- y) 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.

Section 3

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.

Section 4

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:

- a) Appointment: The Fire Chief may fill any vacancy on the Southborough Fire Department.
- b) 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.

- c) 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.
- d) 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.

- e) 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.

Section 5

Permanent Promotions

- a) Notice of Openings
 - i) 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.
 - ii) Requirements for Promotion
 - (1) Lieutenant: Only members covered by this agreement with a minimum of three (3) years continuous service with the department as of date of written exam may apply.
 - (2) Captain: Only members covered by this agreement with a minimum of three (3) years continuous service as a lieutenant and five (5) years continuous service with the department as of date of written exam may apply.
 - iii) Members meeting the requirements of this section shall give written notice to the Fire Chief of their intention to participate in the promotional process.
 - iv) In the event that the requirements for Article 4 Section 4 Subsection (a)(ii) cannot be met, the Chief of the department may waive, at his/her sole discretion, this requirement.
- b) Examination
 - i) A promotional examination shall be administered no less than sixty (60) days after the closing period of the posting.
 - ii) The examination shall consist of three (3) parts: a written examination, assessment center, and oral interview.
 - iii) The format for the written examination will be a multiple-choice format for the entire portion based upon the study materials determined by the Fire Chief. Candidates must obtain a 70% or greater on the written examination in order to advance further in the process.
 - iv) The Fire Chief shall post the exact study materials that will serve as the basis for the written examination. Candidates will be responsible for the purchase of all study guides and materials related to the written examination.
- c) Assessment Center

- i) Candidates who pass the written examination will take part in an assessment center.
- ii) The assessment center may consist of certain assessment exercises, which assess the following skills:
 - (1) decision making
 - (2) writing
 - (3) oral communications
 - (4) customer service
 - (5) leadership
 - (6) organizational ability.

Candidates must obtain a 70% or greater on the overall assessment center in order to advance further in the process.

d) Education, Experience, and Certifications

- i) A maximum of 100 points are allowed in the education and experience category. Final score will be a percentage based on total points out of 100 points.

1. Education - Maximum of 30 points

- A. Point Values
 - Associate's Degree 10 Points
 - Bachelor's Degree 20 Points
 - Master's Degree 30 Points
- B. Degrees are not cumulative. Candidates receive points for the highest degree earned and cannot receive multiple points of multiple degrees.
- C. Candidates must provide a sealed, certified copy of the academic record.

2. Experience - Maximum of 30 points

- A. 2 points per year of service in the Department
- B. Experience points are calculated as of the official date of the written exam.

2. Pro Board Certifications - Maximum of 25 points

- A. 4 Points per Pro Board Certification
- B. Certifications must be obtained by the deadline of submission.

3. EMS Certification - Maximum of 15 points

- A. 5 Points per Certification listed below:
- B. EMT I/C, BLS Instructor, ACLS Instructor, PALS Instructor

C. Certifications must be obtained by the deadline of submission.

- ii) Candidates must submit documentation for education and experience to the Fire Chief or designee at least sixty (60) days prior to the written examination date. Points are calculated as of the application deadline for all categories except for experience in the Department. Experience will be calculated as of the date of the examination.
 - iii) Education and experience scores will be calculated by the Fire Chief or his/her designee and posted thirty (30) days prior to the test date. If any errors are discovered, candidates will have fifteen (15) days to request an individual review of their score.
- e) Decision
- i) 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%
Education, Experience, and Certifications 15%
 - ii) 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.
 - iii) The decision of the Fire Chief shall not be subject to grievance or arbitration.

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, 2022, the following days shall be considered holidays for the purposes enumerated below:

New Year's Day	Labor Day
Marin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Or the Day of celebration thereof Day before or After Christmas

For the purposes of "Juneteenth", "Day After Thanksgiving" and "Day Before or After Christmas", Martin Luther King's Birthday, and President's Day, employees may not elect to take time off in lieu of any of those 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

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 "Juneteenth", "Day After Thanksgiving" and "Day Before or After Christmas", Martin Luther King's Birthday, and President's Day, 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.

Holiday pay shall be the equivalent of ten (10) hours' pay.

The Fire Prevention Officer and any other officer assigned to a day shift schedule 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 or any other officer assigned to this schedule.

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 and any other officer assigned to a day shift schedule 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

Clothing Allowance: For the fiscal year beginning July 1, 2025, each employee covered by this Agreement shall receive, a clothing, repairing, alteration, and cleaning allowance in the amount of \$800. All requests for reimbursement under this Article shall be submitted no later than June 1st of each year to be processed for payment. The department shall provide all employees hired after March 1, 2021, with a minimum uniform inventory in accordance with department policy. Upon the completion of one (1) year of employment, employees will receive Class A Uniform components that consist of one (1) Dress Coat/Blouse, one (1) Long Sleeve Shirt, a Department Coat Badge, and one (1) Bell Top Hat with Department Badge. Upon promotion, employees will receive three-hundred dollars (\$300.00) for the purchase of Class B and C uniform components. Effective July 1, 2026, each employee covered by this Agreement shall receive a clothing, repairing, alteration, and cleaning allowance in the amount of \$1,200, in the form of a stipend through payroll, to purchase uniforms, clothing, and equipment from approved vendors, and in accordance with department policy; provided, however, that if an employee does not use the full clothing allowance, they may apply the difference between the allowance and the dollar amount of the uniform, clothing, and/or equipment purchased towards cleaning of their uniform.

Section 2

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 firefighting 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 3

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 4

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

Section 1

Grievance: 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:

- a) 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.

- b) 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.
- c) All grievances filed at Step 1 and 2 of the grievance procedure shall specify:
 - i) the particular contract article and section alleged to have been violated;
 - ii) the facts supporting each alleged violation in reasonable detail;
 - iii) the date each act or omission violating the Agreement is alleged to have occurred; and,
 - iv) the remedy sought for each alleged contract violation.
- d) 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.
- e) 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.

Section 2

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 and any other officer assigned to a day shift schedule shall be four (4) ten-hour days, Monday through Thursday or Tuesday through Friday. By mutual agreement of the Fire Chief and Fire Prevention Officer or any other officer assigned to a day shift schedule, 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 Captain and Lieutenant, in addition to the Fire Prevention officer, or any other officer assigned to a day shift schedule.
- e) Employees assigned as the fire prevention officer or any other officer assigned to a day shift schedule, will hold the rank of either Captain or Lieutenant.
- f) 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 be eligible for one (1) hour of overtime if the recall occurs within one (1) hour before his/her scheduled duty assignment. Callbacks shall be determined based on department policy.
- 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) Overtime service shall not include:
 - i) 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;
 - ii) Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement; and
 - iii) The terms of this Section 3 Subsection (c) do not apply to the Fire Prevention Officer or any other officer assigned to a day shift schedule.
- d) 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 Step 7 Captain A&P overtime rate.

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: 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 and any other officer assigned to a day shift schedule 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 and any other officer assigned to a day shift schedule positions 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-forty-second (1/42) 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.

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 and any other officer assigned to a day shift schedule):

Six (6) months as of Anniversary Date	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 and any other officer assigned to a day shift schedule, Only:

Six (6) months as of Anniversary Date	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)

Section 2

The vacation period for each employee shall run July 1st to June 30th the following year. 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.

Effective July 1, 2025, the Union agrees to transition from anniversary accrual to fiscal year accrual of vacation leave. Each employee will be awarded a pro-rated portion of their vacation as outlined in Appendix A. Any employee awarded 72 hours or less will have the option to borrow up to 48 hours from the following year with the approval of the Fire Chief.

Effective July 1, 2026, all employees will accrue their full allotment of vacation time as outlined in section 1.

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.

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. A firefighter may buy back up to one (1) week of vacation annually.

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) 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.

- g) 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.
- b) The Town shall provide Small Necessities leave in accordance with the Small Necessities Leave Act (SNLA) and the Town's SNLA policy.

Article 13: Compensation

Section 1

Each employee covered by this agreement shall receive the following weekly wage:

7/1/25	1% COLA	FY26					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	\$1,218.6582	\$1,263.1202	\$1,307.3441	\$1,351.6114	\$1,397.4047	\$1,425.3524	\$1,453.8647
Lieutenant							\$1,599.2512
Captain							\$1,759.1763
Fire Prevention Captain							\$1,882.32

7/1/26	3% COLA	FY27					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	\$1,255.2179	\$1,301.0138	\$1,346.5645	\$1,392.1597	\$1,439.3268	\$1,468.1130	\$1,497.4806
Lieutenant							\$1,647.2287
Captain							\$1,811.9516
Fire Prevention Captain							\$1,938.79

7/1/27	3% COLA	FY28					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	\$1,292.8745	\$1,340.0442	\$1,386.9614	\$1,433.9245	\$1,482.5066	\$1,512.1564	\$1,542.4051
Lieutenant							\$1,696.6456
Captain							\$1,866.3101
Fire Prevention Captain							\$1,996.95

The Lieutenant position shall be paid a base wage 10% above top-step Firefighter. The Captain position shall be paid a base wage 10% above top-step Lieutenant. All permanently assigned day positions shall be paid a base wage at 7% over their rank.

Section 2

Stipend amounts shall be paid according to the following table. EMT-A & EMT-P stipends shall be paid on the first payday in December annually. Stipends for ancillary positions shall be paid on the first payday in June annually.

Stipend Title	Stipend Amount
EMT Advanced	\$4,500
EMT Paramedic	10% of base Lieutenant Pay*
EMS Director	\$3,000
ALS Coordinator	\$3,000
Maintenance Coordinator	\$3,000
Scheduler	\$3,000
Training Officer	\$3,000
SCBA Technician	\$2,000
Communications	\$2,000

*Effective July 1, 2027, the EMT Paramedic stipend will increase to 10% of base Captain pay.

Section 3

Longevity pay for continuous full-time employment:

After 5 years	\$400
After 10 Years	\$600
After Fifteen Years	\$700
After 20 Years	\$800
After 25 Years	\$1,000

Section 4

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.

Section 5

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 6

The Town shall contribute funds as required for each employee in accordance with the procedure's 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:

- a) Wages earned not in excess of forty-two (42) hours, averaged over an eight (8) week cycle of twenty-four (24) hour tours.
 - i) In the case of the Fire Prevention Officer and any other officer assigned to a day shift schedule, wages earned not in excess of forty (40) hours per week averaged over one (1) week consisting of four (4) ten (10) hour days.
- b) 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.
- c) Vacation pay, except when paid in lieu of taking vacation.
- d) Sick pay.
- e) 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.

Section 7

On-call Stipend: When absent from duty or on leave for more than three (3) days, the Fire Chief may designate an officer to temporarily serve as the senior officer of the department. Employees serving in this temporary role shall receive a stipend of \$25.00 per day commencing the first day of the Fire Chief's absence or leave.

Article 14: Educational Increment

Section 1 - Effective July 1, 2025 through June 30, 2027

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 1 - Effective July 1, 2027

Any employee covered by this Agreement, who has, by taking courses, earned credits in Fire Science, Public or Business Administration, Nursing, Paramedic Technology, Emergency Management, Public Health, 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:

3% of base pay upon receipt of an Associate's Degree in Fire Science, Public or Business Administration, Nursing, Paramedic Technology, Emergency Management, Public Health or Paramedic Science;

OR

6% of base pay upon receipt of a Bachelor's Degree in Fire Science, Public or Business Administration, Nursing, Paramedic Technology, Emergency Management, Public Health or Paramedic Science;

OR

9% of base pay upon receipt of a Master's Degree in Fire Science, Public or Business Administration, Nursing, Paramedic Technology, Emergency Management, Public Health or Paramedic Science.

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 Select Board who will maintain complete and ongoing records for participants.

Section 2

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. An employee working the Fire Prevention Officer or any other officer assigned to a day shift schedule 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 (i.e., family sick leave). The use of family sick leave shall be capped at 56 hours per fiscal year.

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 or any officer assigned to a day shift schedule, 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**

i) 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.
- ii) 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.
 - iii) 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
 - i) The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed twenty (20) tours.
 - ii) 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.
 - iii) 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.
 - iv) 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:
 - i) medical evidence of serious illness;
 - ii) prior utilization of eligible sick leave; and
 - iii) 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
 - i) The unused days in the Sick Leave Bank shall be carried from year to year.
 - ii) 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.

Section 6

Members who do not use any sick leave for a period of at least six months shall be eligible to receive fourteen (14) hours of straight time paid. Payments shall be made on the first full pay period after June 1st and December 1st, with a 6-month lookback from the respective dates to determine eligibility.

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, Select Board 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

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 union 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

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

Section 6

Part I - Purpose

The purpose of this policy is to provide Fire Department employees with notice of the provisions of the Town's drug and alcohol and related testing policy and program as it affects them. It is the policy of the Town that a drug and alcohol-free workplace must be maintained by Fire Department employees at all times, and this requirement justifies the use of a reasonable employee drug and alcohol testing program. The use of controlled substances and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health and, thus, job performance. To ensure high standards of performance for performing Town business and to preserve public trust and confidence in a fit and drug and alcohol-free Fire Department workforce, there shall be a testing program to detect drug and alcohol use in the workplace, or that effects work in the workplace. In accordance with the provisions of this Policy, the Town will help with rehabilitation, when necessary and warranted.

Part II - Prohibited Conduct

The following conduct by any employee is prohibited:

- A) Unauthorized use, possession, manufacture, distribution, or sale of a controlled substance, illegally used drug, or drug paraphernalia on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, during working hours, affecting work in the workplace, or on Town property.
- B) Unauthorized storage in a desk, locker, Town vehicle, or vehicle used for Town business or another repository on Town property of any illegally used drug, controlled substance, or drug paraphernalia.
- C) Being under the influence of alcohol; any controlled substance that could impair their ability to perform the essential functions of their position, including but not limited to marijuana;

or any illegally used drug on Town business, in Town-supplied vehicles, or in vehicles used for Town business, while on duty.

D) Switching or adulterating any blood or urine sample.

E) Refusing to consent to testing or refusing to submit breath, urine, or blood sample for testing, provided that such testing is ordered, and such sample is required in accordance with the provisions of the Policy.

F) Failing to adhere to the terms of any rehabilitation agreement which the employee has signed.

G) Failure to immediately notify the appropriate Department Head of any felony arrest or conviction for drug or alcohol offense that violates this Policy.

H) Refusing to sign a reasonable rehabilitation agreement that is developed in accordance with the provisions of this Policy.

Part III - Reasons for Testing

Testing of employees for drug and/or alcohol use will be done for the following reasons:

Testing will be done for probable cause where an incident has occurred that appears to indicate that the employee has violated this Policy. The probable cause must be supported by stated facts that show that there appears to be a violation of this Policy.

a. Probable cause may be based upon the following, or other, comparable fact patterns:

i. observable phenomena, such as direct observation of illegal use or possession of drugs.

ii. a documentable pattern of abnormal conduct or erratic behavior while on duty (i.e., slurred speech, uncoordinated movement and gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).

iii. evidence that an employee has tampered with a previously administered drug test and/or has made material, false, or misleading statements to Fire Department personnel regarding past or present illegal use of drugs while a Town employee.

B) Pre-employment physicals will include drug and alcohol testing.

C) Subsequent to any significant on-duty incident in which the employee was a driver (vehicular accident) or major participant (another incident), testing will be done.

Part IV - Consequences of a Violation of the Drug and Alcohol Policy

A positive test in violation of this Policy or other violation of this Policy will result in discipline in accordance with departmental disciplinary procedures as outlined in this policy, and only for just cause as detailed below.

“Discipline” for any violation means any permitted disciplinary action up to and including termination of employment.

The appointing authority or their designee may reduce the discipline outlined in this policy after considering all the evidence on a case-by-case basis.

Depending on the seriousness of the violation, the appointing authority or their designee may proceed directly to a more advanced step of these disciplinary procedures.

Any disciplinary action shall be subject to the grievance/arbitration procedure of the collective bargaining agreement

Part V - Disciplinary Action for Violation of the Drug and Alcohol Policy

In general, the following disciplinary actions apply to all Fire Department employees.

A) Alcohol & Illegally Used Drugs

The intentional use or misuse of alcohol, the use of illegal drugs as defined below, or the intentional use or misuse of marijuana in violation of this policy may result in discipline up to and including termination:

Illegally-used drugs means any prescribed drug that is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose

B) Illicit Drugs and Related Items

The intentional use of one of the seven classes of controlled substances identified by this policy in Section VI, subsection G may result in discipline up to and including termination.

C) Voluntary Rehabilitation

Employees may also seek assistance through the Employee Assistance Program (EAP) or other program mutually agreed upon by the parties represented in this policy.

A firefighter who seeks counseling or treatment for substance or alcohol issues and has otherwise not tested positive for such shall be granted unpaid leave, including for appointments, outpatient programs, intensive outpatient programs, and/or inpatient programs. The Chief may require, as a condition of leave, that the firefighter confirm attendance and compliance with treatment. The Chief may require that a firefighter agree to random drug testing for one year after a request to attend treatment. Attendance of a voluntary treatment program will not be regarded as a violation of the policy or a basis for progressive discipline. Firefighters attending treatment or rehabilitation will be entitled to substitute any paid leave for some or all of the leave.

Part VI - Drug and Alcohol Testing Procedures

A) Testing Requirements for All Tests

a. Drug and alcohol testing will be conducted by approved National Institute of Drug Abuse (NIDA) and Department of Health and Human Services (DHHS) Laboratories pursuant to the United States Department of Health and Human Services (USHHS).

b. Collection of samples will follow accepted "chain of custody" procedures and include bifurcated samples as specified below.

c. For positive screen results pertaining to controlled substances, the Medical Review Officer, a licensed physician, will contact the donor, conduct a medical history, and coordinate with the employee's personal physician, as necessary, to make the final determination of the presence of illegal drugs in a test.

B) Process for drug and alcohol testing:

Where testing is required pursuant to Section III, the following process will be followed:

a. The Chief or his/her designee will contact the employee and the Union.

b. In probable cause cases, the Chief or his/her designee shall provide written documentation of probable cause in the form attached as Appendix A.

c. The Chief or his/her designee will set up an appointment for the appropriate tests. Prior to analyzing any sample, the Chief or his/her designee will provide an opportunity to the employee and/or Union to contest the finding of probable cause. However, the test may proceed,

but the results will be withheld until the Chief, or his/her designee confirms probable cause exists.

d. The employee will go to the appropriate testing facility, present photo identification, and provide the necessary test samples. If the employee so requests, he/she may be accompanied by a Local union representative or, when a union representative is unavailable, by a fellow employee to the site of the testing (only the employee being tested may go into the room where the sample is to be provided).

e. The employee will provide the sample.

f. No further action is required for negative results.

g. Positive test results confirmed by the Medical Review Officer, as outlined in the first paragraph in Section VI, will be provided to the Chief or his designee.

h. In the case of positive test results, employees will be placed on sick leave, followed by any other accrued paid leave, until cleared to come back to work by the Chief of the department or his/her designee. If the employee does not have accrued paid leave, the employee will be placed on unpaid leave. The Chief or his/her designee may seek medical clearance prior to the accused returning to work.

i. The Chief and/or his/her designee will take appropriate disciplinary/remedial steps, as necessary, and in accordance with Department policy.

j. If an employee tests positive, he/she may have the second sample, held under chain of custody, tested at another NIDA and DHHS-approved laboratory at his/her own expense. If the second test is not positive, no further action will be taken.

C) Testing Types

a. Urine Samples

Urine samples will be used for drug tests. Split testing samples will be maintained under accepted chain of custody procedures. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS-certified laboratory for analysis. Urine samples will be used to test for the following substances:

Cocaine

Methamphetamines

Phencyclidines

Opiates

Marijuana

Benzodiazepines

Amphetamines

Marijuana

i. If an employee tests positive for marijuana and the MRO confirms that the employee has an MMJ card from a Certified Health Care Provider, the test will be handled as outlined in Section V, subsection A, "Illegally used drugs."

ii. If no MMJ card from a Certified Health Care Provider exists prior to the date of the urine test, then the positive test will be handled as outlined in Section V, subsection B, "Illicit and related items".

b. Breath Tests

i. Breath tests will be used for alcohol testing. Breath testing will consist of evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a “negative” test. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be a refusal to test.

(a) Breathalyzer results in between 0.02% and 0.05% of blood alcohol content, the employee may be relieved of duty,

(b) Breathalyzer results in excess of 0.05% blood alcohol content will be considered in violation of this policy and subject to discipline as outlined in this policy.

Part VII - Miscellaneous

a. All documents pertaining to this section shall be regarded as and maintained as confidential.

b. The application of this Policy does not preclude the application of other Department policies, including but not limited to the Code of Conduct. Other department policies, as well as federal, state, or local laws or by-laws, may apply, including with respect to any search or seizure of employee property in connection with a violation of this Policy.

c. If any provision, or any portion thereof, contained in this Policy is held unconstitutional, invalid, or unenforceable, the remainder of this Policy, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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 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 21: 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 22: 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.

Article 23: Flexible Spending Accounts

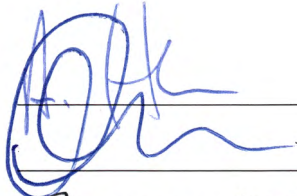
The Town will implement Flexible Spending Accounts and Health Savings Accounts for all interested and eligible employees. The accounts will be funded by employee contributions in accordance with the terms of the plan and applicable law. The plan will be administered using an administrator of the Town's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

Article 24: Duration of Agreement

This Agreement shall take effect as of July 1, 2025 and shall continue in full force and effect up to and including June 30, 2028 and shall be automatically renewed from year to year thereafter, unless at least thirty (30) days prior to January 1, 2028, 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.

Town of Southborough Select
Board

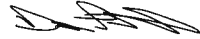


Margaret Landry

Harvey M. Cook

Dated: 5/28/25

Southborough Permanent
Firefighter's Association Local
3219, IAFF, AFL-CIO-CLC



Kenneth w Franks III

Kenneth w Franks III (May 16, 2025 12:49 EDT)



Ben Wilmot (May 16, 2025 12:28 EDT)

Dated: May 16, 2025











FIREFIGHTERS CONTRACT FY26-FY28 FINAL

Final Audit Report

2025-05-16

Created:	2025-05-16
By:	Ben Wilmot (bswilmot924@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_qn0YScKESzzHu6upbbXy0ckwaXMSDRu

"FIREFIGHTERS CONTRACT FY26-FY28 FINAL" History

-  Document created by Ben Wilmot (bswilmot924@gmail.com)
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-  Signer kenfranks34@gmail.com entered name at signing as Kenneth w Franks III
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-  Document e-signed by Kenneth w Franks III (kenfranks34@gmail.com)
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✔ Agreement completed.

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