

COLLECTIVE BARGAINING AGREEMENT

TOWN OF NORTHBOROUGH

AND

NORTHBOROUGH FIREFIGHTERS LOCAL 3057
OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Fiscal Years 2020 – 2022
(July 1, 2019 – June 30, 2022)

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ARTICLE I : MANAGEMENT RIGHTS

1. The Town shall have the right in the exercise of its function of management to direct and supervise the Town's business. This management right includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire, suspend, demote, discipline or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; except where any such rights are modified or abridged by terms of this Agreement.
2. Unless a provision of this Agreement provides otherwise, the Town, acting through its Board of Selectmen, Administrative Officer and Fire Chief or other appropriate officials as may be authorized to act on their behalf, retains all rights and prerogatives it has by law to manage and control the Fire Department. By way of example but not limitation, management retains the following rights:
 - * to determine the mission, budget and policy of the department;
 - * to determine the organization of the department, the number of employees, the work functions and the technology of performing them:
 - * to determine numbers, types and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
 - * to determine the methods, means and personnel by which the department's operations are to be carried out:
 - * to manage and direct employees of the department:
 - * to maintain and improve orderly procedures and the efficiency of operations;
 - * to hire, promote and assign employees;
 - * to transfer, temporarily reassign or detail employees to other shifts or duties;
 - * to determine the equipment to be used and the uniforms to be worn in the performance of duty;
 - * to determine the policies affecting the hiring, promotion and retention of employees;

- * to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
 - * to layoff employees in event of lack of work or funds or under conditions where management believes the continuation of such work would be less efficient, less productive or less economical;
 - * to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
 - * to assign employees to staff functions from time to time as the Chief determines appropriate;
 - * to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
 - * to enforce existing rules and regulations for the governance of the department and to add to or modify such regulations as it deems appropriate;
 - * to suspend, demote, discharge, for just cause, or take other disciplinary action against employees; to require the cooperation of all employees in the performance of this function and to determine its internal security practices;
3. Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.
 4. The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

ARTICLE II: UNION RIGHTS

1. The Town recognizes the Union as the sole and exclusive bargaining agent for all uniformed, full-time members of the Northborough Fire Department, excluding the Chief and the Deputy Chief, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.
2. The Town shall deduct Union dues and/or assessments upon receipt of authorization from the Union members, who shall sign deduction form cards to be supplied by the Union. The Town shall, without delay, forward to the Treasurer of the Union such deductions bi-weekly following the payroll deduction.
3. All employees covered by this Agreement who are officers of the Union, or who are appointed by the Union bargaining/negotiating team, shall be allowed time off for

negotiations, so long as they remain available to perform their duties during such time, without loss of pay or benefits and without the requirement to make up said loss of time.

4. Time off for a member of the Union's grievance committee and the grievant without loss of pay or benefits and without being required to make-up time, shall be provided for the investigation and process of contract grievances in house so long as such employees remain available to perform their duties during such time.
5. The employee reserves the right to have union representation present at all meetings with the Chief and the Union reserves the right to grieve any and all discipline, with the exception of employees in their probationary period.

ARTICLE III: AGENCY FEE

1. The Town agrees to require (during the term of this Agreement) that all employees covered by this Agreement, except those employees certified to the Town by the Union as being members of the Union, as of the forty-fifth (45) day of their employment or the thirtieth (30) day after the effective date of this Agreement, whichever is later, shall pay to the Union a service fee set by the Union which fee shall not exceed the amount of dues paid to the Union by the regular active member.
2. In the event an employee fails or refuses to make payment of the service fee as provided above, and such employee has not challenged said Agency Fee, under the regulations issued by the Massachusetts Labor Relations Commission, he or she shall be subject to termination of employment for failure to make payment for proper demand of the same.
3. The provisions of this Agreement for the payment and collection of an Agency Fee shall be administered in all respects so as to be in compliance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12 and rules and regulations promulgated by the Massachusetts Labor Relations Commission concerning Agency Fees including, without limitation, 456 CMR 17:00 at seq.

ARTICLE IV: PRECEDENCE OF LAWS AND REGULATIONS

If any of the provisions of the Agreement are illegal or violate any of the laws or regulations or rules of the Commonwealth of Massachusetts, the remainder of the Agreement shall not be affected thereby. Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, federal or state, Town by-law, or Civil Service regulation, or should any provision of this Agreement be found to be in violation of any federal or state law, Town by-law, or Civil Service regulation by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

ARTICLE V: DUTIES

1. The duties of the members of the Fire Department shall consist of prevention, control, and extinguishing of fire, ambulance duties, including light maintenance of fire equipment and quarters, as they have done in the past, and all such duties as set forth in each individual's job description.
2. The Union will have input into any material changes of the Rules and Regulations of the Northborough Fire Department. The intent of the Union's involvement is to provide cooperative input into the development of reasonable rules and regulations governing their working conditions.
3. This input will be a collaborative effort through the Northborough Fire Department Standard Operating Guidelines Committee. The "SOG" committee will consist of a minimum of two (2) Union members. Recommendations will be made to the Chief, who has final authority. If the Chief elects to change the Committee's recommendations respective to working conditions, the Union will exercise its rights to impact bargain.
4. Implementation of Chapter eight elements may be done only after Management and Local 3057 mutually agree to the terms and conditions of the section(s) being implemented.

ARTICLE VI: WORK WEEK

1. The work week for employees is established as a forty-two (42) hour work week, which will be scheduled in accordance with the plan attached as Appendix A, whereby over an eight (8) week cycle, the average is forty-two (42) hours per week. The hours of duty shall be worked by four (4) groups working a rotating schedule of one (1) twenty-four (24) hour shift, followed by two (2) consecutive days off, followed by one (1) twenty-four (24) hour shift, followed by four (4) consecutive days off (a "1 - 2 - 1 - 4" schedule). A shift is defined as a consecutive twenty-four (24) hour work period beginning at 8:00 a.m. and ending at 8:00 a.m. the following day.
2. A transfer of an employee shall be defined as a permanent reassignment from an assigned group to another group. It is within the Town's right to transfer employees provided:
 - A. that reasonable notice, which shall be defined as 14 calendar days, or as soon as practicable, is given to the employee and the Union; and
 - B. that the employee transferred shall be compensated for all hours worked over the forty-two (42) hour average during the transfer cycle. The transfer cycle shall be that work cycle starting at the end of the last full work cycle, as defined in Appendix A, immediately before the transfer and ending at the start of the next work cycle following the transfer.

3. If a member is unable to report to work on his or her assigned shift, the employee will notify the officer in charge at least one (1) hour before the start of the shift.
4. Reporting personnel must arrive at the Fire Station by the start of the shift to familiarize themselves with the orders of the day and any pertinent events which may have occurred on their days off.
5. The work week for an employee assigned to the day shift shall average forty-two (42) hours per week over an eight (8) week period as defined under FLSA. Scheduling will be twelve (12) hour shifts starting at 08:00 and ending at 20:00. Each shift will work four (4) twelve (12) hour days followed by ninety-six (96) hours off duty.
6. No employee may work more than forty-eight (48) consecutive hours, unless otherwise authorized by the Fire Chief in his sole discretion.
7. Training may be conducted at any time during any twenty-four (24) hour shift.
8. Employees may be required to perform any normal function of a firefighter at any time during any twenty-four (24) hour shift.

ARTICLE VII: PROBATIONARY PERIOD

All full-time firefighters shall actually serve a probationary period of one (1) year from the date of hire as a full-time employee. Probationary employees may be disciplined or discharged by the Town without cause and any such action by the Town shall not be subject to grievance or arbitration by the employee or the Union.

In the event a probationary employee has not completed the Massachusetts Fire Academy Recruit Training Program during the 12-month probationary period, the firefighter shall be deemed to be an at-will employee and not subject to the just cause protection of the Personnel Bylaw during the period of his or her attendance at the recruit training academy, and until ten weeks post-graduation.

ARTICLE VIII: OVERTIME

1. The hourly rate of overtime pay shall be equal to time and one-half of the employee's hourly rate of pay. In the event that employees are required or requested to work hours of duty in excess of their regularly scheduled tours of duty, they shall be compensated for a minimum of one hour at said overtime rate for each occurrence that they are required or requested to work by their employer.
 - A. Replacement will be on a rank for rank basis, when possible.
 - B. Overtime for duty continuing past regular shift hours to be paid at one and

one-half (1-1/2) times the basic hourly rate and computed in one (1) hour increments.

- C. Overtime lists shall be maintained by the Union and be available to the Chief for review upon request.
- D. Duplication of overtime and any pyramiding of premium pay are strictly prohibited.
- E. For purposes of the FLSA, employees shall be on a 28-day work period.

ARTICLE IX: HOLDOVERS AND FORCE-INS

1. If the Chief cannot fill a vacancy for the first half of a shift under the provisions of Article VIII of this Agreement, or to maintain necessary staffing levels for all operations of the Department, the Chief may, in his or her sole discretion, fill the shift or add staffing as follows:
 - A. Hold over personnel for first half of the shift
 - i. At the end of their scheduled shift until 18:00 or until the shift can be filled using Article VIII whichever is sooner.
 - B. Force In personnel for first half of the shift
 - i. If no personnel are available to be held over at the end of their scheduled shift, or if additional personnel are required, the Chief may order in personnel.
2. If the Chief cannot fill a vacancy for the second half of the shift under the provisions of Article VIII of this Agreement, or to maintain necessary staffing levels for all operations of the Department, the Chief may, in his sole discretion, fill the shift or add staffing as follows:
 - A. Force In personnel for second half of the shift
 - i. If no personnel are available to be held over at the end of the first half of the shift, or if additional personnel are required, the Chief may order in personnel.
 - B. Hold over personnel for second half of the shift
 - i. If no personnel are available to be ordered in, or if additional personnel are required, the Chief may hold over personnel for the second half of the shift at the end of their first hold over.
3. In all the above instances every attempt shall be made to hold/force vacancies by rank.
4. Holdovers and Force-ins shall be done through two lists, one for firefighters and one for officers, maintained by the Chief.

ARTICLE X: FILLING OF VACANCIES

The decision of whether or not to fill an absence or a vacancy is a management prerogative. However, if the Town decides to fill, it shall do so as follows:

1. Temporary Vacancy or Absence.

Short term vacancies, such as replacement for absences due to sickness, accident, vacation, bereavement, personal days and the like, where it appears that the vacancy will not exceed one month, will be filled by offering the same to regular bargaining unit members. The Chief will attempt to replace vacancies by rank. If bargaining unit members are unable or unwilling (unless the Chief elects to order an employee to work) to fill such vacancies or cannot readily be reached, call firefighters may be utilized.

2. Intermediate Term Vacancy or Absence.

When it appears that a vacancy may continue for a month or more, but less than six (6) months, call firefighters may be utilized after a vacancy of one month or more.

3. Permanent or Long term Vacancy or Absence.

If the Town elects to fill a long term (i.e., over six (6) months) or permanent vacancy, it shall notify the bargaining unit by posting a notice at the Fire Department. Said notice shall describe the position, list qualifications, salary and other customary "job posting" items as the Town deems appropriate. The notice shall specify a time, not less than fourteen (14) days thereafter, by which interested applicants must apply in writing. The Fire Chief shall select the most senior qualified member who applied to fill the position. The Fire Chief reserves the right to deny the senior member's request in order to maintain the operational integrity of the department. The Chief's decision with respect to the filling of the vacancy shall not be subject to the grievance and arbitration provisions of this Agreement.

Captain positions will be filled on the basis of qualifications following a competitive examination/screening panel or service selected by the Town.

ARTICLE XI: WORKING OUT OF GRADE

The Fire Chief, at his/her sole discretion, shall have the authority to designate, from time to time, a Career Firefighter on a shift to serve as an Officer in Charge ("OIC") when there will be no duty officer on the shift. At minimum, employees must obtain the Fire Officer I certification to be eligible to work out of grade. An employee designated by the Chief to serve in a temporary capacity above his permanent grade for a period of 10 hours or greater shall be compensated for all hours worked in such temporary grade at at Step 1 of the Captain Wage Schedule.

In the event an intermediate vacancy or absence of a Fire Officer, as defined in Article X, Filling of Vacancies, Section 2 of this agreement, the Fire Chief may, at his sole discretion, appoint an Acting Officer, who shall be compensated at Step 1 of the Captain wage schedule.

The appointment shall be made based on the qualifications established above, with the additional requirement that an individual holds the Fire Officer II certification.

ARTICLE XII: LIMITED DUTY

1. There are injuries which may be sustained on and off the job which may permit an employee to perform certain modified and job related duties which will improve the Northborough Fire Department, provide meaningful work activities for the injured employee and not hinder the employee's opportunity to achieve full psychological and physical recovery from the injury. Subject to the conditions set forth in this Article and this Agreement, the Fire Chief may require a firefighter who has been injured-on-duty (IOD), and who is not hospitalized and medically cleared to do so, to perform modified duty, provided that the firefighter is not taking medication which would impair his or her performance, the Town is not contesting the firefighter's IOD status, and the firefighter does not have a retirement petition pending before the Retirement Board.
2. Modified 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 modified duty, they shall designate a third physician of the appropriate medical specialty who, at the expense of the Town, shall determine whether the employee is capable of performing modified duty and/or what duties he or she may perform. The third party's opinion shall be binding on both parties and not subject to the grievance procedure.
3. It is not intended that modified duty assignments under this Article shall in any case be permanent assignments, such assignments shall not extend beyond one year.
4. Schedules of modified duty assignments shall be Monday through Friday (0800-1600 hours) or assignment to his regular day shift (0800-1600 hours) and night shift (1800-2300 hours) inclusive of weekends.
5. Once application for retirement is made, the employee shall return to his prior IOD status or sick leave, whichever is appropriate. If the local Retirement Board denies his application; the employee shall return to modified duty only to fill the remainder of his one year term. (The one year term shall not include that period of time that his application for retirement was pending).
6. Employees on modified duty shall not be considered to be part of the fire suppression forces. Modified duty shall not include driving of ambulances or fire suppression emergency vehicles unless specifically approved by the Town's physician and the employee's physician. In any event 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.

7. Light duty assignment shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned, after consultation between the Chief and the employee involved.
8. The employee on modified duty may be released by the Chief to attend physician appointments or therapy related to the injury or illness that resulted in the employee being placed on modified duty. Such request for release shall not be unreasonably withheld.

Employees experiencing illness or injury in a non-duty status may volunteer to participate in a modified duty program subject to the condition of this Agreement; however, all expenses related to physical examinations under this paragraph will be paid by the employee.

ARTICLE XIII: DETAILS

1. Outside Details.

Outside details will be filled in the same manner as overtime, subject to the reasonable rules of the Chief as may be agreed upon by the Union from time to time.

Outside details shall be filled provided the party requesting such detail(s) provides a minimum of twenty-four hours notice to the Department. There shall be a four-hour minimum, and for details greater than four hours, there shall be an eight-hour minimum, and further agreed that details cancelled with less than four hours notice shall be subject to four hours compensation.

The Town is free to impose an administrative fee on paid details and the Union agrees to cooperate in any Town Meeting action which may be undertaken in this regard. The outside detail rate will increase from thirty-nine dollars (\$39.00) per hour to fifty dollars (\$50) upon execution of this Agreement.

Town administrative fees will not be deducted from the rate of pay paid to employees for outside details.

2. Municipal Details.

Municipal details shall continue to be paid at the rate of time and one half, based on that employee's hourly rate.

ARTICLE XIV: SWAP TIME

Employees will be permitted to swap time with qualified employees of equal rank within the Department. Swaps will only be permitted when approved in advanced by the Chief or his designee. An employee shall not substitute or exchange time in a manner that alters their work schedule for the purposes of creating a different work schedule. A firefighter may not be allowed to participate in 24-hour exchange of shifts which would cause him or her to be off duty for more than four (4) consecutive 24-hour shifts. Swaps sought for the purpose of attending a job-related seminar, course or other educational program approved by the Chief shall not count toward the limit of four consecutive shifts. The denial of a request for a swap by the Chief shall not be subject to grievance arbitration. All swaps must be recorded with the Department, and the swap time must be reciprocated by the employee who requested the swap within 60 days of the approved swap.

ARTICLE XV: RESIDENTIAL RADIUS

Employees covered by this agreement shall reside within the Town of Northborough or within a town whose border is within 15 air miles of the border of Northborough. Any firefighter who does not live within the above limits at the time of appointment shall have twelve (12) months from the date of appointment to become compliant with this Article.

ARTICLE XVI: SENIORITY ROSTER

The Town shall establish a seniority list of the Permanent Fire Department and it shall be brought up to date by the Town January 1 of each year and immediately posted thereafter on the fire station bulletin board, and a copy mailed to the secretary of the Union Local. Unless an objection to the seniority list, as posted, is made to the Town by an employee within ten days from the date said list is posted, said list will be final. For the purpose of this Agreement, seniority shall be determined according to an employee's full-time employment with the Northborough Fire Department. Additionally for employees hired before July 1, 2019 fifty percent (50%) of call service with the Northborough Fire Department shall be counted towards determination of seniority under this Agreement with the exception of Article XXXVII, Reductions in Force.

ARTICLE XVII: WAGES

- A. Increase as follows the hourly wage of each employee as well as all steps of each pay grade:

Firefighters:

Effective 7/1/19	Firefighter Base Pay Increase of 2%
Effective 7/1/20	Firefighter Base Pay Increase of 2%
Effective 7/1/21	Firefighter Base Pay Increase of 2%

Effective 7/1/19, the Step 5 Firefighter wage shall be increased by a 2.5%.

FIREFIGHTER WAGES			
	FY20	FY21	FY22
	Hourly	Hourly	Hourly
Step 1	\$24.10	\$24.58	\$25.08
Step 2	\$25.33	\$25.83	\$26.35
Step 3	\$26.57	\$27.10	\$27.64
Step 4	\$28.16	\$28.73	\$29.30
Step 5	\$29.58	\$30.17	\$30.77

Captains:

Effective 7/1/19 No General wage increase – Step re-alignment
Effective 7/1/20 Captain Base Pay Increase of 2%
Effective 7/1/21 Captain Base Pay Increase of 2%

Effective 7/1/20 there shall be an additional 2.5% Step 5 added to the Captain's wage table.

CAPTAIN WAGES			
	FY20	FY21	FY22
	Hourly	Hourly	Hourly
Step 1	\$31.73	\$32.37	\$33.01
Step 2	\$32.53	\$33.18	\$33.84
Step 3	\$33.33	\$34.00	\$34.68
Step 4	\$34.17	\$34.85	\$35.55
Step 5	NA	\$35.72	\$36.44

Given the new Step structure, Personnel Bylaw Section 1-64-060 (E) shall no longer apply to Captain promotions.¹

¹ Personnel By-law 1-64-060(E) —The employee receiving a promotion to a vacant position or to a new position as defined in § 1-64-050C shall, upon assignment resulting from said promotion, receive the rate of pay in the new grade which results in at least a five-percent increase.

- B. The Town has the option to continue to pay its employees bi-weekly.
- C. Employees not at the top step of their respective classification shall be eligible for an annual step increase based on merit. Merit shall be defined as a satisfactory rating or higher on a written evaluation form for the preceding twelve-month period. Effective 7/1/19, Step 2 shall be granted upon a Firefighter's completion of the probationary period, and each subsequent Step increase shall be granted at twelve-month intervals. Effective 7/1/19, Step increases for Captains shall be granted at twelve-month intervals from the date of promotion, or in the case of a new hire, the initial Step increase shall be granted upon completion of the twelve-month probationary period and subsequent increases at twelve-month intervals.

Any employee who receives a performance appraisal that is less than satisfactory will be required to meet with the Fire Chief to establish reasonable goals for the next three-month period. The Chief or his designee will schedule regular meetings with the employee to review the previously established goals and comment on the employee's progress. If the employee has not made reasonable job progress during this three-month period, he/she may be subject to progressive discipline up to and including termination.

Written evaluations for the rank of Captain shall be done by the Fire Chief or his designee. Written evaluations for the rank of Firefighter shall be done by the Chief or his designee, with input from the Shift Captain.

ARTICLE XVIII: INJURY LEAVE (IOD)

If an employee is incapacitated because of injury sustained in the performance of his duty, he shall receive his regular weekly compensation during the period of such incapacity, except for any period after he has been retired or pensioned in accordance with Massachusetts General Laws, Chapter 41, Section 111F.

An employee who is unable to work due to a job-related injury and who is receiving benefits pursuant to Massachusetts General Laws, Chapter 41, Section 111F shall not accrue any sick leave benefits, shift differential or personal days.

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

ARTICLE XIX: EMERGENCY MEDICAL SERVICES

The Town of Northborough provides ambulance service at the Advanced Life Support level and all members are expected to be certified at the EMT-Basic, EMT-Advanced or Paramedic level.

As a condition of employment, all members agree to maintain their current certification as defined by the Massachusetts Department of Public Health, Office of Emergency Medical Services and the National Registry of EMTs.

Members attending refresher classes (NCCR) or Continuing Education classes will be paid at their overtime rate for the hours credited to their recertification. Certificates or rosters for classes must be provided by the member as proof of attendance to get paid. The Town is responsible for all books, fees and licenses associated with certification and recertification.

Members will receive an annual stipend for their certification as follows:

	FY20	FY21	FY22
EMT-BASIC	\$2,800	\$2,800	\$3,300
EMT-ADVANCED	\$4,550	\$4,550	\$5,050
PARAMEDIC	\$6,550	\$6,550	\$7,050

During FY20, the stipend will be issued as a lump sum, payable the last week in November. Any new employee hired between July 1, 2019 and November 22, 2019 shall receive a pro-rated payment, equivalent to 1/12 of the annual stipend (\$545.83 per month) for each full month of employment the employee is expected to work during FY20 (e.g., a new employee with Paramedic certification starting in late October would be eligible to receive a pro-rated payment based on 8 months @ \$545.83/month).

Effective July 1, 2020 (FY21), the annual stipend shall be disbursed on a bi-weekly basis, not to be added to base salary for the purposes of overtime or other non-retirement benefit calculations. Payment will be made only for the highest level certification held by the employee.

The Town agrees to discuss with the Union a bridge program for current members to advance their certification to EMT-Advanced or Paramedic.

ARTICLE XX: LONGEVITY

Longevity Payments shall be increased as shown below and granted based upon satisfactory performance evaluations in accordance with the new language in ARTICLE XVII – Wages, Section C above and the attached performance evaluation form:

<u>Years of Service</u>	<u>Pay</u>
After 5 years	\$500 per year
After 10 years	\$600 per year

After 15 years	\$700 per year
After 20 years	\$800 per year
After 25 years	\$900 per year

Longevity payments shall be made once a year between November 15 and December 15 to all who qualify as of November 1. Longevity Payments shall be granted based upon satisfactory performance for all employees. For purposes of the evaluation the attached form is agreed upon. (See Appendix E)

ARTICLE XXI: ACADEMIC CREDIT AND PROFESSIONAL CERTIFICATIONS

1. Academic Credit.

Any employee covered by this Agreement who has earned an Associate's Degree or Bachelor's Degree in Fire Science, Business/Public Administration, or other Department related Programs approved by the Fire Chief shall receive compensation at the following rate:

Associate's Degree \$700 per year
Bachelor's Degree \$1,350 per year

Amount shall be payable in one lump sum and shall be paid in the first regular pay period following January 1 of each year.

Payment shall be made for highest level of degree only, and for a total of only one degree; degrees shall be from accredited educational institutions. For example, an employee with an Associate's Degree and a Bachelor's Degree is paid only for the Bachelor's Degree. For example, an employee with two Bachelor's Degrees is paid for only one Bachelor's Degree.

2. Professional Certifications.

A. Any bargaining unit member achieving any of the following certifications granted by both the Massachusetts Fire Training Council and the NPQB will receive a stipend of two hundred (\$200) dollars per year per certification.

- 1) Firefighter I/II
- 2) Fire Inspector I/Fire Prevention Officer
- 3) Fire Officer I
- 4) Fire Officer II*

5) Fire Instructor I

6) Incident Safety Officer

*Upon attaining the Fire Officer II certification, the employee shall not receive separate and distinct stipends for Fire Officer I and II, but shall instead receive a single \$300 annual stipend.

B. The Town shall pay all examination fees but shall not pay overtime for exam attendance.

3. Educational Incentive Program.

Employees wishing to earn credits from an accredited educational institution towards a degree program or certification, or for a course or coursework, related to their employment with the Town shall be eligible for consideration of tuition reimbursement subject to the following requirements:

A. Requests shall be made in writing to the Fire Chief prior to enrolling in courses providing a description of the course of study and its relationship to Fire Department employment. Approval by the Fire Chief is required in advance of enrolling in courses.

B. Once approval is received, completion of the course with a grade of "B" or better (or 3 or better on a scale of 1-4 with 4 being the highest grade).

C. The Town will reimburse 50% of the tuition at a maximum of \$500 per course.

D. Program is limited to two (2) courses per semester.

E. Employees who voluntarily resign from Town employment within three years of receiving reimbursement shall be required to pay the Town for payments received.

ARTICLE XXII: HOLIDAYS

The following holidays shall be paid holidays:

New Year's Day

Martin Luther King Day

Washington's Birthday

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Holiday pay shall be computed on the basis of one-fifth (1/5) of a week's pay for each holiday. Such compensation shall be in addition to regular weekly compensation.

Employees who work on Christmas Day as part of a regular (non-overtime shift) shall be paid at the rate of time and one-half (1-1/2) for all hours worked between the hours of 12:00 AM – 11:59PM on December 25th. Employees working an overtime shift during the 24 hour period of Christmas shall earn time and one-half for all hours worked. There shall be no so-called pyramiding of overtime for hours worked on Christmas.

Employees may request vacation time during the 24 hour period of Christmas; however, the Fire Chief reserves the right to refuse the vacation request if the shift cannot be filled.

ARTICLE XXIII: SICK LEAVE

Sick leave shall be defined as that leave necessary because of incapacitation due to injury or illness that was not as a result of the employee's performance of his duty, i.e. not covered by Massachusetts General Laws, Chapter 41, Section 111F.

1. Sick leave shall be accumulated at the rate of thirteen (13) hours per month (156) hours per year) up to a maximum accumulation of 1,800 hours.
2. When an employee finds it necessary to be absent because of injury or illness he shall notify the Chief or his designee at least one hour before the start of the scheduled shift. After two consecutive shifts absent, an employee may, at the Chief's discretion, be required to submit a certificate from a medical provider.
3. Members of the Union will be granted the privilege of donating any of their accumulated sick time to any other member of the organization when his sick leave has been exhausted. This benefit shall be controlled by the provisions of Appendix C attached hereto.
4. Payment of accumulated and unused Sick Leave:
 - A. An employee who retires or dies with a minimum of twenty (20) years of continuous service to the Town of Northborough, or is age 55 or older, is eligible to receive the following compensation for accumulated and unused sick leave.
 - B. If the employee has accumulated over 800 hours of leave, he/she may request the Town to pay him their current rate of pay for those days in excess of 800 hours not to exceed \$3,000.00.
 - C. Payment will be made only upon retirement or death.

ARTICLE XXIV: VACATION

Employees earn paid vacation allowance based on the length of continuous service with the Town. Effective July 1, 2020, employees shall accrue their vacation on a monthly basis (i.e., one-twelfth of their annual vacation allotment is earned at the end of each calendar month), in accordance with their years of service as follows:

<u>Years of Service</u>	<u>Total Accrued Vacation per Year</u>
Up to 5	96 hours
5 years	144 hours
6 years	144 hours
7 years	144 hours
8 years	144 hours
9 years	144 hours
10 years - 19 years	192 hours
20 years and over	240 hours

An employee must be employed at least one (1) full calendar month before earning paid vacation allowance. The employee becomes eligible to take paid vacation following the successful completion of his/her probationary period, or at the discretion of the Chief.

Accrual for the first and last months of service will be pro-rated based on the number of days employed in the given month. When an employee's years of service warrant an increase in accrual, the new monthly accrual amount will be applied to the entire month in which the employee's service anniversary falls.

At the completion of the transition year (July 1, 2020 – June 30, 2021), employees shall be allowed to carry over the number of hours equivalent to their annual allotment.

Thereafter, vacation allowances of no more than 96 hours, provided under the terms of this section, shall be permitted to be carried over from one fiscal year to the next. Only in unusual circumstances concerning injury, illness or with the approval of the Chief, may employees be permitted to carry over from one fiscal year to the next unused vacation in excess of 96 hours.

Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased.

Vacation requests must be submitted to the Fire Chief or designee at least forty-eight (48) hours prior to the requested vacation time. Requests submitted less than forty-eight (48) hours prior may be granted with approval by the Fire Chief.

ARTICLE XXV: BEREAVEMENT LEAVE

1. Leave with pay shall be granted for a death in the immediate family of an employee for up to forty-eight (48) hours, if requested. The immediate family shall include the

employee's parents, sister, brother, children, spouse, grandparents, and "in-laws" (mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law).

2. At the discretion of the Fire Chief an employee may be granted leave for not more than one shift to attend the funeral of a member of the immediate or extended family not mentioned above.

ARTICLE XXVI: PERSONAL DAY

Employees with a minimum seventy-five (75) days of accrued sick time may become eligible for a personal day of leave, as noted below:

1. One (1) personal day will be earned for any consecutive and distinct one hundred twenty (120) day period of the year during which an employee has not utilized sick leave. Each personal day shall be considered ten (10) hours of leave.
2. An employee may accrue a maximum of three personal days per year.
3. Use of a personal day shall have the written approval of the Chief or his designee.
4. Personal days shall not be carried from one fiscal year to the next fiscal year.

ARTICLE XXVII: CLOTHING

1. The Town shall provide and maintain, for any employee covered by this agreement, all protective clothing required for firefighting duties including helmets, turnout coat, bunker pants, structural boots, gloves hoods and SCBA masks and other replaceable components of the SCBA related to personal hygiene. All PPE shall conform to NFPA standards for firefighting at the time of purchase. Such gear shall remain the property of the Town and will be replaced by the Town when unusable because of reasonable wear and tear. If the equipment is damaged or lost other than in the line of duty, it shall be the responsibility of the employee to replace it.
2. Effective July 1, 2016, the Town will grant each employee with a maximum clothing and supplemental equipment allowance of \$900 per fiscal year. The Town shall establish an account with its preferred uniform supplier(s) from which approved clothing and accessory items may be purchased. All employees are required to report to work in appropriate work uniforms that are in serviceable condition. Unspent funds cannot be rolled over to the next year. Purchase of unapproved items shall be at the employee's own expense.
3. New employees will be outfitted with appropriate uniforms and apparel items as determined by the Fire Chief.

Upon completion of their probationary period, employees shall be entitled to a clothing allowance. The amount shall be pro-rated based on the number of months remaining in the fiscal year (e.g., and employee completing his/her probationary period on March 31 shall be entitled to 25% of the annual clothing allowance).

4. All badges, name plates, collar pins and patches, as determined and required by the Chief, will be provided by the Town.
5. The Class A uniform will be provided to the employee upon completion of the probationary period.
6. Upon promotion, the Town shall be responsible for upgrading an employee's Class A uniform and shall supply the employee with the following additional uniform items: one (1) short-sleeve Class B white shirt; up to six (6) polo shirts; one (1) work shirt; and three (3) gray T-shirts.

ARTICLE XXVIII: INSURANCE

1. Employees covered by this Agreement shall be entitled to a plan of group life insurance, group accidental death and dismemberment insurance, and group general or blanket hospital, surgical and medical insurance as may be required by Massachusetts Law.
2. The town agrees to offer a health care plan to the members of the union pursuant to MGL Chapter 32B. The plan's monthly premium shall be split 70%/30% whereby the Town contributes 70% of the monthly premium cost and the employee contributes 30% of the monthly premium cost.
3. Effective July 1, 2019 through June 30, 2022, the Town will fully reimburse employees, without limitation, for all deductible payments made to health care plans for in-patient and out-patient hospital visits and imaging. This reimbursement shall be in effect only for the duration of this contract. At the end of the contract (June 30, 2022) continuation of these changes will be subject to negotiations for a new contract.
4. Union agrees to reopen negotiations during the duration of the contract at the Town's request to discuss health insurance including cost sharing of premiums and health insurance plans.

ARTICLE XXIX: NO STRIKE CLAUSE

It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike. No employee shall cause or take part in any strike. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity

of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE XXX: INDEMNIFICATION

The Town will, upon the Union's written request, and upon being provided the minimum number of sufficient signatures by citizens of the Town, place a proper article or articles on a Town Meeting warrant for the acceptance of the following provisions of law:

The provisions of Chapter 41, sections 100, 100A, 100B, and 100D of the Massachusetts General Laws.

ARTICLE XXXI: GRIEVANCE AND ARBRITRATION

1. The purpose of this Article is to establish a procedure for the settlement of any grievance between the Union and the Employer.

- A. Grievance Defined: A grievance is a dispute which alleges a violation of the application, interpretation or administration of the provisions of this Agreement.

The parties to this Agreement expect employees and management to make a sincere effort to reconcile their differences through informal discussion. Immediate Superior/Supervisor as used in this Article shall mean the shift officer in charge of the shift during which the occurrence giving rise to the employee's grievance took place.

2. Grievance shall be handled in the following manner:

Step 1: The Union shall first submit the grievance to the Fire Chief in writing within 21 days of its occurrence or the date the grievant should have had reasonable knowledge of its occurrence. The grievance shall contain:

- (a) Name and Classification of the employee;
 - (b) Nature of the grievance and any applicable contract provisions;
 - (c) The requested remedy; and
 - (d) Signature of a Union representative and/or the grievant.

The Fire Chief shall endeavor to meet with the Union and the employee to discuss the matter within seven (7) days of the receipt of the grievance and

in any event he shall respond to the grievant in writing within fourteen (14) days after the submission of the grievance.

Step 2: If the grievance is not settled in Step 1 to the grievant's satisfaction, the Union may submit the grievance in writing to the Town Administrator within seven (7) days of the receipt of the Fire Chief's decision or the date when such decision is due. The Town Administrator shall meet with the Union and the employee within five (5) days after the submission of the grievance at this step and shall answer the grievance in writing within two (2) days after meeting with the employee and the Union.

Step 3: If the grievance is not settled in Step 2 to the grievant's satisfaction, the Union may submit the grievance in writing to the Board of Selectmen within seven (7) days of the receipt of the Town Administrator's decision or date when such decision is due. The Board of Selectmen shall meet with the Union and the employee at one of the next two regularly scheduled meetings of the Board of Selectmen after receipt of the grievance to discuss the issue.

The Board of Selectmen or its designee shall answer the grievance in writing within fourteen (14) days after the meeting with the employee and the Union.

Step 4: If the grievance is not settled in Step 3 to the grievant's satisfaction, the Union may submit the grievance to arbitration within thirty (30) days to the American Arbitration Association.

3. The decision of the Arbitrator shall be final and binding to both parties. However, the Arbitrator shall not have jurisdiction and authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The Arbitrator shall not have jurisdiction or authority to render any decision which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts.
4. Expenses of the Arbitration shall be borne equally by the parties. Preparation expenses of each party shall remain the responsibility of each party.
5. Should the Town or its agents fail to respond within the time limits set out above, the grievance shall be deemed denied by the Town.
6. Time limits set forth shall mean calendar days. The time limits set forth herein may be modified by mutual consent.
7. The parties may settle any grievance prior to any arbitration award without precedent.
8. The Arbitrator shall decide only issues as are presented to him by the parties. If the parties are unable to agree on the issues, then the Arbitrator shall decide the issues based upon the submission of the parties.

9. Either party may request to have a stenographic record of the arbitration proceeding. The expense for such stenographic record shall be the responsibility of the party requesting same.

ARTICLE XXXII: WAIVER OF RIGHT

The failure of the Municipal Employer or 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 employer or the Union to further performance of any such term or provisions, and the obligation of the Municipal Employer or the Union and the members to such future performance shall continue.

ARTICLE XXXIII: SEPARABILITY

If any of the provisions of the Agreement are illegal or violate any of the laws or regulations or rules of the Commonwealth of Massachusetts, the remainder of the agreement shall not be affected thereby, and the parties shall enter into negotiation to legalize and validate any of the illegal or invalid provisions.

ARTICLE XXXIV: MODIFICATION

This Agreement shall not be modified, waived or altered in any form or manner except in writing, signed by the parties hereto.

The Town agrees not to unilaterally change a working condition without bargaining to impasse with the Union as required by law.

ARTICLE XXXV: MISCELLANEOUS

Subject to budgetary appropriations, the Town of Northborough shall provide to the employees, any and all immunizations against communicable diseases which the Chief determines to be reasonably necessary in the performance of their duties. An employee may refuse same on religious grounds or for reasonable medical reasons.

ARTICLE XXXVI: DURATION

This Agreement shall continue in full force and effect from July 1, 2019 to June 30, 2022. The parties agree that no later than January 1, 2022 to enter negotiations for a successor agreement to be effective July 1, 2022.

ARTICLE XXXVII: REDUCTIONS IN FORCE

In the event of reductions in force, those last hired from full-time appointment date, first laid off, when and if position(s) are restored, laid off individuals in good standing will have first opportunity to be re-hired.

ARTICLE XXXVIII: JOB DESCRIPTIONS

Effective 7/1/05, the Town will implement new Job Descriptions for the positions of Firefighter and Captain. The impact of this implementation has been negotiated as part of the negotiations for this new contract.

Please refer to the attached Memorandum dated September 8, 2005.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 21st day of
October 2019.

FOR NORTHBOROUGH FIREFIGHTERS
LOCAL 3057, IAFF:

[Signature] President
[Signature] Vice President
[Signature] Secretary
[Signature] Treasurer

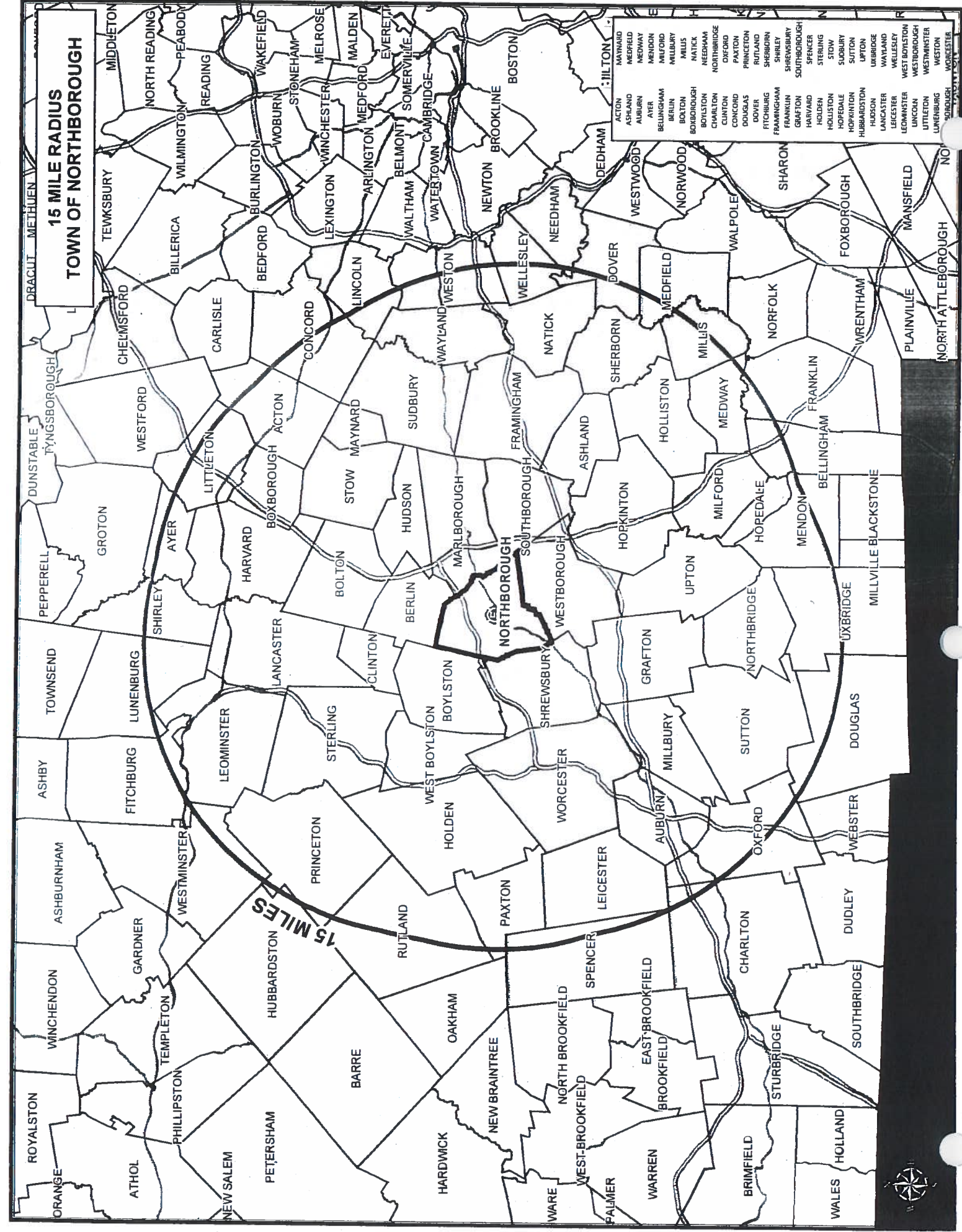
FOR THE TOWN OF NORTHBOROUGH:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX A: GROUP AND TOUR ROTATING WORK SCHEDULE

<u>WK</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
1 st	A	D	B	A	C	B	D
2 nd	C	A	D	B	A	C	B
3 rd	D	C	A	D	B	A	C
4 th	B	D	C	A	D	B	A
5 th	C	B	D	C	A	D	B
6 th	A	C	B	D	C	A	D
7 th	B	A	C	B	D	C	A
8 th	D	B	A	C	B	D	C

END, RETURN TO 1st WEEK

[illegible][illegible]

APPENDIX C: SICK BANK

- (a) A Sick Leave Bank has been established to provide income maintenance for employees who have exhausted leave for which they are eligible under other sections of this ARTICLE. Days may be withdrawn for non-occupational illness or accident of an employee and for no other reason. Said Sick Leave Bank shall continue in existence subject to any modifications to its operation provided by this Agreement.

Members who have been in the Sick Leave Bank for at least 30 calendar days are eligible to apply for sick leave days from the bank. However, grants from the bank for conditions determined to be pre-existing shall not be eligible for Sick Leave Bank benefits until six months following the effective date of membership. Pre-existing shall mean a condition, which existed for which an employee received treatment or advice during the six-month period prior to the effective date of initial Sick Leave Bank membership (verified via medical certification).

Sick leave days may be requested from the bank only for the serious personal illness or injury of an employee. Bank sick leave days may not be granted for elective surgery, or illness of any member of the individual's family, or during any period an individual is receiving disability benefits from social security, a retirement plan, long-term disability, or during any period of time an individual is drawing or is eligible to receive workers' compensation benefits.

All personal accrued leave (sick, annual, personal) must be used before receiving sick leave days from the bank. However, application may be made prior to that time and approval given contingent upon the employee's exhaustion of all accrued leave.

If an employee is eligible but unable to apply due to physical or mental condition, any family member or other agent may apply on behalf of that employee.

All initial applications for sick leave from the Sick Leave Bank shall require a medical certification form completed by a medical provider. Any subsequent applications relating to the same injury or illness shall require supplementary documentation completed by a medical provider from a follow-up treatment visit. Refusal to comply will result in denial of the pending request for use of sick leave days from the bank.

Each initial grant of sick leave days shall be limited to a maximum of 20 consecutively scheduled working days for each illness or injury. After the initial grant, an extension (or extensions) of up to 40 consecutively scheduled sick leave days may be granted per illness or injury. The total sick leave granted to any one member shall not exceed 541 hours in a rolling 12-month period for any one illness, recurring illness, or accident.

- (b) Each employee who has completed one (1) full year of service as of July 1 of any year, shall submit two (2) days of his annual allowance for sick leave to the Sick Bank on July 1 of each year and two (2) additional days on each July 1 thereafter until he or she shall have contributed four (4) days to such Sick Leave Bank. Any previous contributions of

an employee to the Sick Leave Bank shall automatically be carried forward and credited to each employee.

- (c) The Sick leave Bank shall be administered by a Committee of three (3) employees. Members of the Committee shall be designated by the Union. The Union shall notify the EMPLOYER of the Composition of the Committee and any changes therein during the term of this Agreement. There shall be no requirement on the part of the Town to pay for sick leave withdrawn from the Bank unless authorized by a majority of the Committee.
- (d) The Committee shall consider along with other issues deemed relevant by it:
 - 1. Adequate medical evidence of illness or accident requiring prolonged absence from work;
 - 2. Prior exhaustion of all accumulated leave;
 - 3. Length of service in the Northborough Fire Department.
- (e) The decision of the Sick leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. The Union will indemnify the Town from any complaints filed by employees concerning the administration of the Sick Bank.
- (f) Records of the operation of the Sick Leave Bank shall be available for audit by the Fire Chief at any time but in no event less than once annually.
- (g) Employees who are allowed to withdraw leave from the Bank shall repay the days withdrawn at a rate of one-half (1/2) of their sick leave allowance until all days used have been repaid. If an employee leaves the service of the Town for any reason other than death or disability retirement before he/she has fulfilled his/her repayment obligation, he/she shall recompense the Town at a rate of one-fourth (1/4) his/her weekly pay for each day not repaid and the Sick Bank shall be recredited accordingly. Such repayment shall be deducted from the employee's final paychecks. Upon recommendation of the Committee and vote by the membership at a duly convened meeting, this requirement for repayment may be waived.
- (h) Whenever the Sick Leave Bank is reduced to five (5) days or less, it shall be renewed by the contribution of two (2) additional days by each employee participating in the Bank. This contribution shall be from current available days, accumulation or charged to the next fiscal year's entitlement, in that order.
- (i) In the event that an employee applies for disability retirement and is ultimately retired under any disability provisions of Massachusetts General Laws, Chapter 32, any grant to entitlement to the Sick Bank provisions herein contained shall be revoked and any leave time used by such employee shall not reduce any credits contained in the Sick Bank. In any such event an employee shall be entitled to leave with pay for all time which he is absent from duty because of such disability and such cost shall be borne by the EMPLOYER.

APPENDIX D: EMPLOYEE PERFORMANCE EVALUATION FORM

