

MEMORANDUM OF AGREEMENT

BETWEEN

TOWN OF BOXFORD

And

BOXFORD PROFESSIONAL FIRE FIGHTERS, LOCAL 5305,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO

Effective: July 1st 2023

Expiring: June 30th 2026

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AGREEMENT

THIS AGREEMENT entered into by the TOWN OF BOXFORD, hereinafter referred to as the "Employer" or "Town", and the BOXFORD PROFESSIONAL FIRE FIGHTERS, LOCAL 5305, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter referred to as the "Union" is created to promote a harmonious relationship between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment

ARTICLE 1 RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all members, as defined by the February 8, 2022 CERB decision (Case No. MRC-20-8361), at the rank of Captain and below, employed by the Town of Boxford Fire Department, excluding the Chief of the Department, the Deputy Chief, all civilian personnel and all other employees of the Town.

ARTICLE 2 UNION SECURITY

There shall be no discrimination by the Town or any other agents of the Employer against any employee, because of his/her activity or membership in the Union, in accordance with M.G.L. c. 150E s.10.

There shall be no discrimination by the Union or any of its members against any employee because of his/her refusal to voluntarily join the Union or voluntarily pay an Agency Fee.

ARTICLE 3 UNION DUES

The Town shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular paycheck for each payroll cycle. The amounts deducted shall be sent to the Union's office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

Any authorization for deduction of dues shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF

I authorize the Town of Boxford to deduct Union Dues, in the amounts specified by the Union, from my regular paycheck and to remit that money to International Association of Fire Fighters AFL-CIO, Local 5305 Boxford Professional Fire Fighters.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) calendar days' [pursuant to M.G.L. c. 180, § 17A, authorization for payroll deduction may be irrevocable pursuant to the terms of that authorization for a period of not more than 1 year after the authorization and shall be revocable solely pursuant to the terms of revocation specified in the employee authorization. If an authorization for payroll deduction does not specify the terms for revocation, then the authorization may be withdrawn by the employee by giving not less than 60 calendar days' notice in writing of that withdrawal to that employee's employer responsible for implementing payroll deductions and by filing a copy of the notice with the treasurer of the employee organization.] prior written notice to the Town Administrator, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature

Name:

Address:

ARTICLE 4 UNION BUSINESS

Union officials are granted up to a maximum of thirty-six (36) paid hours of leave, annually, to conduct Union business so long as no overtime obligation is incurred by the Town.

A written list of Union officers and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes.

The above designated officers of the Union shall be granted reasonable time during working hours, at periods and times which will not interfere with the operations of the Department, and with the approval of the chief of the Department, to investigate and settle grievances, post Union notices, or for other authorized activities as set forth in this agreement.

ARTICLE 5 ACCESS TO PREMISES

Upon approval of the Fire Chief, the Employer agrees to permit duly authorized representatives of the Union, The PFFM or the I.A.F.F., to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.

ARTICLE 6 MEMBERSHIP NOTIFICATION

On or about July 1 of the new fiscal year the town will provide a list of those employees, working as firefighters, who are determined to be “part-time employees” based upon the criteria established for the definition of a “part-time employee” in the 2/8/2022 CERB decision Case NO. MCR-20-8361 and eligible to be included in the “Union”.

New members will be notified via email to all members and a hard copy of this email will be posted in a conspicuous place at both East and West fire stations. All members may request their hours worked from this Town calculated list for both toned calls and training, as determined by the CERB criteria as defined in CERB Case No. MRC-20-8361.

ARTICLE 7 MANAGEMENT RIGHTS

The Town retains all rights it had prior to the signing of this Agreement, except such rights that are modified by this Agreement.

A. Unless an express, specific provision of this Agreement clearly provides otherwise, the Town and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which Union personnel are employed.

B. The Town shall have supervision and command of Union members through its Fire Chief and command structure unit.

C. By way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Department and the Town; to determine the organization of the Department, and the number types or grades of employees assigned to a shift, vehicle, building, work project or task; to determine whether non-fire services work will be performed by Union personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, appointment, promotion, assignment, direction, and transfer of personnel; to determine the care, maintenance and operation of the equipment and property to be used, and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours or shift schedules; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to make, amend, and enforce such rules, regulations, Standard Operating Procedures, and policies from time to time as management deems appropriate; to discharge, suspend, demote, or take other disciplinary action against employees for just cause; to establish new jobs; abolish or change existing jobs; and determine where and by whom work will be done; to grant and schedule leaves; including but not limited to sick leave and administrative leave; to require and assign overtime; to relieve employees due to the incapacity to perform duties or for any other lawful reason; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct; to manage its operations generally; to contract and

subcontract work; to direct, manage, train, supervise, and evaluate all employees, including the establishment of the evaluation instrument, the frequency of evaluations and conducting of evaluations; to establish new job descriptions, abolish, change, and interpret existing job descriptions; to increase, diminish, change or discontinue operations in whole or in part; to determine the level of services to be provided, and to alter, add to or eliminate the existing methods, processes, materials, products, equipment, facilities or programs; to determine the location, organization, number and training of personnel; to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, to assign employees to duties and tasks from time to time, to assign shifts and to change the shift assignments from time to time; to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts; to institute technological changes and/or revise processes, systems or equipment from time to time; to determine the professional standards for on-duty appearance of employees; to determine 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, to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing; and, to determine whether goods should be leased, contracted or purchased.

D. The failure to exercise any management right shall not be deemed a waiver.

E. The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or Union shall not be subject to any further bargaining during the term of the Agreement. The Union also agrees that the exercise of the above rights and its effect on employees is not subject to the grievance and arbitration provisions of this Agreement unless it is alleged that such action by the Town violates another specific Article or Section of this Agreement.

ARTICLE 8 DISCIPLINE

Should a member be formally disciplined by the Chief or his/her designee. Any meeting/hearing/interview relating to this discipline an employee will have the right, upon his/her request, to have a Union representative present on his/her behalf.

ARTICLE 9 PERFORMANCE EVALUATION

Members will participate in the Town's Performance Evaluation process. Performance evaluations provide a way to let members know how they are doing and what will be expected of them in the future. They will not be used for disciplinary purposes, nor do they effect compensation.

ARTICLE 10 GRIEVANCE, ARBITRATION PROCEDURE:

The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.

The employee or Union shall present their grievance in writing to the Chief within 10 working days of the incident. The Chief shall meet with the employee or Union within three (3) working days for safety-

related grievances and 10 working days for all other grievances to adjust the grievance in an informal manner.

If the employee's or Union's grievance is not resolved within three working days for safety-related grievances or within 10 working days for all other grievances, after presentation to the Chief, the employee or Union may, within two calendar weeks refer the grievance to the Select Board.

Such grievance shall be in writing and shall give pertinent information relative to the grievance, and indicate the relief requested. The Select Board shall meet with the employee or Union within one week for safety grievances and within two weeks for all other grievances and shall render a decision in writing within two weeks. Copies of the decision of the Select Board shall be submitted to the Union and the employee.

If the Union is not satisfied with the Board's decision, then the matter may be referred to arbitration within two weeks after the final decision by the Select Board has been presented to the employee or Union. This two-week notice shall be satisfied by written notice to the Select Board that the Union intends to file for arbitration.

A request for arbitration shall state, in reasonable detail, the nature of the dispute, the specific provision(s) of the agreement alleged to have been violated, and the remedy requested. The request shall be sent to the Labor Relations Connection and a copy shall be furnished to the Town. The parties shall first attempt to agree on an arbitrator. If agreement on an arbitrator cannot be reached, a request shall be filed with the Labor Relations Connection and a copy shall be furnished to the Town.

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

Nothing contained herein shall be construed to authorize any arbitrator to alter or modify this agreement or any of its provisions or take any action to prevent the Town and the Union from settling by mutual agreement.

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

ARTICLE 11 EMPLOYEE FILES

Union members shall have access to their personnel file in accordance with M.G.L. Chapter 149 Section 52C.

ARTICLE 12 NO STRIKES

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

B. The Union agrees that neither the Union nor any of its officers, agents or members, nor any fire fighter or employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of

services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the concerted withholding of overtime services, including upon termination of this Agreement.

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

D. 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 against a firefighter or employee, and such other action that the Town may deem appropriate.

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

ARTICLE 13 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement because of because of race, sex, gender identity, sexual orientation, genetic information, marital status, religion, creed, color, ancestry, national origin, or service in a uniformed military service of the United States. Parties agree claims of discrimination under this Article shall not be the subject of a grievance or arbitration.

ARTICLE 14 MINIMUM STAFFING

The minimum staffing per shift is recognized as 3 firefighters. The Town will make a reasonable attempt to fill open shifts in the event of illness, injury, or scheduled time off if the staffing level falls below 3 firefighters. The Chief can serve as one of the 3 firefighters.

ARTICLE 15 REDUCTION IN FORCE

If a reduction in force is required due to lack of money, lack of work, abolition of position, or other reason deemed necessary by the Town, the following procedure shall apply. Probationary employees shall be laid off first, but without the recall rights.

Next, employees who have completed their probationary periods shall be laid off by classification in inverse order of seniority. For purposes of layoff and recall, seniority is defined as length of continuous service as an employee (including probationary period, both call, part-time and fulltime if applicable) within the Boxford Fire Department.

An employee who is laid off will have recall rights for 1 years from the date of layoff. Employees who have recall rights, regardless of classification, shall be offered reinstatement in order of seniority before any new employee are hired.

An employee in a layoff status for more than 1 year shall be required to pass a physical examination by a Town-designated physician before being recalled, provided that said employee shall have had a physical examination, at Town expense. The Employee shall also maintain all qualifications under the qualifications section.

ARTICLE 16 HOLIDAYS

Each member of Local 5305 shall be entitled to the twelve (12) following paid: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

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

An employee required to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive double time for time worked.

ARTICLE 17 VACATIONS

Employees are entitled to paid vacation time in accordance with the Towns bylaws

ARTICLE 18 OVERTIME

Shall be paid at 1 and ½ times (1.5) the firefighter's hourly rate.

ARTICLE 19 SHIFT SWAPS

Under the appropriate circumstances subject to approval by the Chief, members may be allowed to swap shifts with each other at no additional cost to the Town.

ARTICLE 20 BEREAVEMENT

All eligible employees shall be entitled to up to four days leave at the normal per diem rate due to a death in the immediate family. The immediate family includes a spouse, parent, child, siblings, legally adopted children, grandparents, grandchild, parent of spouse, or person living in the employee's household at the time of death. Upon the death of an aunt, uncle, niece, or nephew, an employee is entitled to leave without loss of pay for a maximum of one day. Satisfactory evidence of death must be made to the employee's supervisor if requested. The length of the leave shall take into account the closeness of the relationship and travel arrangements necessary to attend either the funeral or memorial service.

ARTICLE 21 SICK LEAVE

The Town will grant sick leave to any firefighter who absents himself/herself from the job because of personal sickness, quarantine in his/her household, or if his/her presence is needed at home because of family illness, for family illness the Department Head or Town Administrator may require a doctor's certificate.

To be eligible for sick leave, the firefighter must properly notify the Fire Chief of the department that he/she will not report to work at least one hour before the commencement of his/her tour of duty. All notices should be given as soon as possible to allow time to make necessary adjustments.

Sick Leave will be accrued per the Towns bylaws. Sick leave buy back will adhere to the Towns sick leave buyback bylaws.

ARTICLE 22 PERSONAL DAYS (LEAVE)

Each firefighter covered by this Agreement shall be entitled to thirty-two (32) hours of personal leave per fiscal year, subject to the operating needs of the Department, as determined by the Fire Chief.

Personal leave may not be carried forward but must be used before the fiscal year end in the FY year in which they are earned.

ARTICLE 23 COMPENSATORY TIME

No employee shall be required to accept compensatory time off in lieu of monetary compensation for overtime service, but may, at his/her own option elect to receive one and a half hours of compensatory time off for each hour or fraction thereof of overtime service worked.

Compensatory time off shall be subject to approval by the Fire Chief for scheduling purposes.

An employee cannot earn or carry more than 30 hours of compensation time in a fiscal year.

Compensatory time but must be taken within the fiscal year or it shall be paid as overtime worked during the last pay period in June of each fiscal year. Compensation time must be scheduled and approved by the Fire Chief by May 31st.

ARTICLE 24 FAMILY MEDICAL LEAVE

An eligible member may exercise his/her right to take leave, either paid or unpaid, as afforded by state or federal law, but must do so in accordance with the parameters of the relevant state or federal law. Said leave shall include, but is not limited to, family and medical paid and unpaid leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and small necessities unpaid leave pursuant to the Massachusetts Small Necessities Leave Act of 1998 (SNLA). Upon request of a member, relevant information pertaining to leave associated with this section will be provided by the office of the Select Board.

ARTICLE 25 JURY DUTY

An employee required to perform jury service shall be allowed to leave work, and, to the extent provided by applicable law or Town bylaw/regulation, shall receive his/her regular pay for the time.

ARTICLE 26 INJURY LEAVE

Injured on duty shall be governed by and administered according to the rules and regulations of the Boxford Fire Department.

SECTION I REPORT OF INJURY:

A- Any Union member injured, through no fault of his/her own, while performing his/her duty as a firefighter shall report the injury immediately to the officer in charge. The initial report may be made orally. Within forty-eight (48) hours of the incident, the Union member shall file with the Chief a written report of the injury on a form provided by the Town and available from the Chief. If the Union member is unable to file the report because of the nature or extent of his/her injuries, the report may be completed and submitted by someone acting on his/her behalf. The Chief shall forward a copy of the form to the Town Administrator.

B- Injured in the Line of Duty: Union members shall be governed by M.G.L. c. 41, Section 111 F, and all decisional law interpreting that statutory provision.

C- Application for Compensation for IOD: Any full-time fire fighter must apply for compensation on a form provided by the Town and available from the Chief. The form must be returned to the Chief. In order to assure that the full-time fire fighter promptly receives compensation, maintains eligibility for compensation under this Article, and to assure all parties that compensation is appropriate, any full-time fire fighter making application for compensation will:

Complete any and all insurance forms;

- I. Pursuant to A, complete a signed, detailed report stating the nature and cause of injury to the Chief as soon as possible after such injury occurs;
- II. Submit a letter from his/her doctor stating the nature of the injury, along with an estimate of how long the full-time fire fighter will be incapacitated as a result of the injury;
- III. Submit to examination at reasonable times by a physician representing the Town. The Town shall pay for said examination; and
- IV. Provide to the Town's physician complete records from his/her attending physician pertaining to the specific injury for which the full-time fire fighter is receiving compensation.

SECTION II DECISIONS CONCERNING ELEGIBILITY: All decisions concerning eligibility for 111F benefits shall be made by the Town Administrator. The Town Administrator may delay a final decision on

eligibility pending investigation up to 30 days. The Town and the Union may agree to extend the delay a final decision beyond 30 days. The Town Administrator may reverse a decision based upon new information at any time.

ARTICLE 27 LIGHT DUTY

Light Duty may be offered to a member at the sole discretion of the Chief. Procedure for assigning light duty is subject to the Chief.

ARTICLE 28 INDEMNIFICATION

In accordance with Massachusetts General Laws, Chapter 258, Section 9, the Town shall defend all civil actions brought against an employee, subject to the additional provisions of this Article. The Town shall indemnify employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee at the time of such intentional tort or such act or omission was acting within the scope of his/her official duties. No such employee shall be defended or indemnified if he/she acted in a grossly negligent, willful, or malicious manner.

In the event that any employee is charged with committing a criminal offense in the course of his/her work performance and while on duty, the Town may, in its sole discretion, provide legal counsel to and defend such employee in the District and Superior Courts, at its expense. If the Town elects not to provide legal counsel to and defend such employee, and such employee is subsequently found not guilty of such accusations in a court or by an authorized clerk of such court, the Town will reimburse such employee for reasonable attorneys' fees and witness fees, if any, incurred by such employee in defending himself/herself against such charges. Such payment will be made after review by the Town Counsel of the Town. Prevailing area legal rates shall apply.

The preceding sections will not apply to legal actions where a complainant or an adverse party is a member of the Boxford Fire Department. In the event of such action, the Town shall exercise sole and exclusive discretion concerning whether or not the Town will defend and/or indemnify such employee. This section shall not be subject to the grievance procedure of the Agreement.

ARTICLE 29 COMPENSATION

SECTION I PART-TIME FIREFIGHTER:

All part-time fire department employees who meet the CERB defined work hours criteria shall be paid Step 1 pay for their rank. Part-time firefighters shall be eligible to move up to Step 2 of their rank after 3 consecutive years of eligibility based upon the hours criteria, 686 hours per FY, or have worked at least 2080 hours and maintained eligibility in the unit each FY. Part-time firefighters hired as full-time firefighters shall move to the next step in that rank upon hire.

SECTION II: FULL-TIME FIREFIGHTER

The Salary Schedule under this Agreement shall be set forth in (Appendix A). A member shall move up one step per FY based upon the rank of the member. All full-time Fire Fighters must have or attain within their probationary year, or a period agreed to by the Chief, a Massachusetts EMT or higher certification, be Pro-Board-certified Firefighter I/II and Hazmat OLR from the Mass Career Fire Academy or the Mass Call/Vol Academy and have their Pump Operator Qualifications. In addition, members shall maintain a valid driver's license. The Town shall reimburse the employee for any related costs for obtaining EMT, Firefighter I/II or Hazmat OLR courses.

SECTION III: LONGEVITY

Employees who have completed 10 years or more of continuous employment will be eligible for an additional payment in accordance with the following schedule:

Completed 10 but fewer than 15 years: 2.5% of base wages received in the previous fiscal year.

Completed 15 years the previous fiscal year: 5.0% of base wages received in the previous fiscal year.

The longevity payment is in the form of a lump sum. It is calculated and paid after each fiscal year in which the employee becomes or remains eligible has ended. The payment is derived from base wages attributable to the employee's normally scheduled hours per week. It does not recognize time beyond that normally scheduled, overtime, leaves (other than vacations and holidays) or other absences.

ARTICLE 30 CALLBACK

Employees mandated to work on a scheduled day off, or during their vacation, or before or after their regularly scheduled working hours including storm coverage shall be paid on a double time rate for all such time.

Employees mandated to work when off duty shall be paid two times (2X) the base rate for a one hour minimum; thereafter, two times (2X) the base rate for actual hours worked.

Employees mandated to work on a scheduled holiday as listed under the Holiday article shall be paid two times (2x) the base rate with a two-hour minimum.

ARTICLE 31 STIPENDS

Stipend positions such as: Training Officer, Maintenance Officer, Medical Officer, Fire Prevention officer, etc. that are held by members of the unit are to be considered as part of salary for the computation of overtime and are to be included in regular hourly salary for purposes of retirement contributions calculations.

ARTICLE 32 OFFICER-IN-CHARGE DIFFERENTIAL

If it is known that a period of more than 3 *consecutive shift* days will have no officers scheduled to work, including the Chief and Call Firefighter Officers, then the Chief shall assign a member scheduled to work the shift as the Officer-in-Charge.

Assignment as the Officer-in-Charge will be at the discretion of the Fire Chief and not subject to grievance. Compensation will be 1 hour of overtime pay for each day worked.

ARTICLE 33 AMBULANCE INCENTIVE

When an employee is mandated to assist the ambulance with the transportation of a patient to the hospital as either a driver or technician, or responds to the hospital to retrieve another firefighter, they shall then receive additional compensation of \$50 dollars. This section will not apply to regularly scheduled work, call back, forced overtime or during training.

ARTICLE 34 CLOTHING AND EQUIPMENT ALLOWANCE

The Employer is responsible for providing each member 2 sets of turnout gear that shall include: 1 SCBA face piece, 1 jacket, 1 pair of pants, 1 pair of boots, 1 helmet (with shield), 1 hood, and 1 pair of gloves. Structural gear shall meet or exceed NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting.

The Employer is responsible for providing each member appropriate forestry gear consisting of a pair of brush pants, a brush jacket, a brush hood, a brush helmet and a pair of appropriate brush gloves.

All new employees shall receive 4 polo work shirts, 2 pairs of pants, 1 pair of station boots, 1 job shirt and 1 three season jacket.

Firefighters shall receive an annual clothing stipend of \$1300 to be paid before end of calendar year.

Any damaged or contaminated uniform part will be replaced upon inspection and approval by the Fire Chief or his designee.

ARTICLE 35 INSURANCE

The Town, at its expense, shall provide for the employees' liability insurance which shall give the employees protection against personal liability and false arrest or any other liability arising out of the scope of their employment. The face value of such policy to be not less than that which is currently in effect, in the amount of one million (\$1,000,000) dollars. If for any reason the insurance policy is cancelled or not provided, then the Town shall hold the employees harmless for any claims against the employees arising out of the scope of their employment.

The Town, at its expense, shall provide for each employee an accident and health policy, the face value of which is equivalent to the policy that is now in effect.

The Town shall offer to employees a choice of medical insurance policies which have been approved by the Select Board. The cost of such policy shall be shared equally between the Town and insured employee, or as otherwise provided by law.

The Town shall provide for each employee of the Department, a life insurance policy, in an amount not less than \$10,000.00. The cost of such policy shall be shared between the Town and the insured employee. Any eligible employee of the Department who declines to enroll in the life insurance program shall do so in writing to the Select Board.

Members are entitled to the Town's Employee Group Dental Plan, the cost of which shall be entirely borne by the employee, with no contribution of costs to be made by the employer. The employer will, however, authorize and forward payroll deductions of the premium cost.

ARTICLE 36 PAID DETAILS

Details will be paid as per the department policy. Members shall be paid within the current pay period following completion of detail. The rates shall be as follows:

Town Rate- \$50

Private Rate- \$55

Holiday Rate- 1.5 times applicable rate

Firefighters shall be paid a guaranteed minimum of four hours, six hours after four hours worked, and eight hours after six hours worked. Details worked in excess of eight hours shall receive holiday rate on an hourly basis. The method for detail selection shall be determined by the Chief of the department.

The Town and Chief will post the current Detail policy and method for selection in a conspicuous place in both East and West stations at the start of each Fiscal Year.

ARTICLE 37 PREVENTATIVE MEDICAL SCREENING

The Mass Fire Academy offers free preventive medical screenings: Voluntary CT scans, Voluntary PSA Blood Test and Voluntary Skin Cancer exams to those firefighters meeting criteria established by the MFA.

Those firefighters that do not meet these criteria may take these tests provided by the MFA for a nominal fee.

The Town will reimburse members with at least 10 years of fire service up to \$295 per fiscal year for preventative test fees not covered by the MFA. Completed test and fee receipt are required for reimbursement.

ARTICLE 38 SCHEDULED TRAINING

Firefighters recognize that attendance to department training is required as part of regularly scheduled work and thus shall attend trainings in the following manner;

- Department Fire Trainings- attend at minimum 70% of scheduled trainings
- Department EMS Trainings- attend at minimum 70% of scheduled trainings
- Officer Group Assigned Trainings- attend at minimum 50% of scheduled trainings

In addition, firefighters shall attend at least two mandatory trainings set by the Chief each year. The Chief shall provide the firefighters at least two months' notice. In the event of a firefighter has a conflict they shall appeal to the Chief within two weeks of notification.

Attendance at any outside training will require the permission of the Fire Chief. Employees may take training on their scheduled days off without compensation. However, the employee will still need the Chief's approval to utilize department equipment, such as turnout gear.

ARTICLE 39 DRUG & ALCOHOL TESTING

All employees shall adhere to the Town of Boxford-Personnel Drug and Alcohol Policy. Employees are required to submit to drug and/or alcohol testing as follows:

- Random Testing – Testing employees for illicit or controlled drugs (non-prescription) for employees shall be permitted on a random basis, twice per year.
- Reasonable Suspicion – When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
- Post-incident – Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, resulting in a serious injury or serious property damage, may be directed by the Town to submit to a drug and/or alcohol test.

The Town may also retest employees as appropriate for any negative or inconclusive results.

The method of testing shall be via hair follicle or any other appropriate means. The Town shall pay for all costs associated with drug testing as well as compensate employees at their appropriate rate (either standard or overtime).

ARTICLE 40 SUBSTANCE ABUSE

The Town of Boxford and its Employees have the right to expect a drug free environment in the workplace.

The main emphasis of the is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency. The Town will make available existing resources to the employee to mitigate these problems.

However, where job misconduct forms the basis for reasonable suspicion testing under this section, the Town reserves the right to discipline the employee for his/her misconduct.

ARTICLE 41 EMPLOYEE ASSISTANCE PLAN

An Employee Assistance Plan is available for members. Information on the EAP can be provided by the Town Administrators Office.

ARTICLE 42 SEVERABILITY

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 43 SAVINGS AND STABILITY OF AGREEMENT

If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Town or the Union to insist in any one (1) or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 44 OPERATION AND DURATION

This agreement shall be effective as of July 1, 2023 and shall continue in full force and effect until and including June 30, 2026, and from day to day thereafter until a new agreement shall be negotiated and executed by the parties.

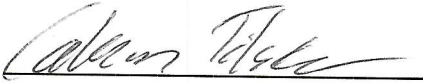
ACCEPTED BY

BOXFORD PROFESSIONAL FIRE FIGHTERS, LOCAL 5305, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO



Tyler M. Brown, Union President

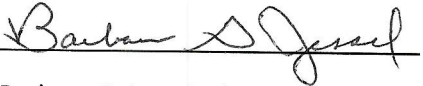
Date 4/13/2023



Calum F. Tilston, Union Vice President

TOWN OF BOXFORD

Select Board

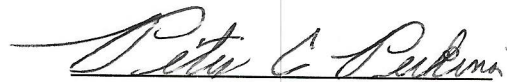


Barbara G. Jessel, Chair

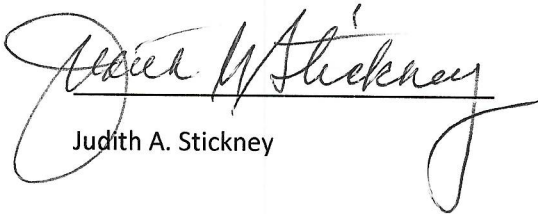
Date 4/10/2023



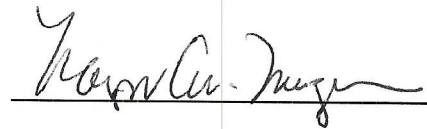
Charles J. Costello, Clerk



Peter C. Perkins



Judith A. Stickney



Margaret Chow-Menzer

Appendix A
Compensation Plan

FY24 Career Firefighter compensation matrix

	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<u>Firefighter</u>	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18	\$29.76	\$30.36	\$30.97	\$31.59	\$32.22
	\$1,078.34	\$1,099.90	\$1,121.90	\$1,144.34	\$1,167.23	\$1,190.57	\$1,214.38	\$1,238.67	\$1,263.44	\$1,288.71
	\$56,289.13	\$57,414.91	\$58,563.21	\$59,734.48	\$60,929.17	\$62,147.75	\$63,390.70	\$64,658.52	\$65,951.69	\$67,270.72
<u>Fire Lieutenant</u>	\$32.74	\$33.40	\$34.06	\$34.74	\$35.44	\$36.15	\$36.87	\$37.61	\$38.36	\$39.13
	\$1,309.63	\$1,335.82	\$1,362.54	\$1,389.79	\$1,417.58	\$1,445.93	\$1,474.85	\$1,504.35	\$1,534.44	\$1,565.13
	\$68,362.52	\$69,729.77	\$71,124.37	\$72,546.86	\$73,997.79	\$75,477.75	\$76,987.31	\$78,527.05	\$80,097.59	\$81,699.54
<u>Fire Captain</u>	\$34.38	\$35.07	\$35.77	\$36.48	\$37.21	\$37.96	\$38.71	\$39.49	\$40.28	\$41.08
	\$1,375.11	\$1,402.61	\$1,430.66	\$1,459.28	\$1,488.46	\$1,518.23	\$1,548.60	\$1,579.57	\$1,611.16	\$1,643.38
	\$71,780.65	\$73,216.26	\$74,680.59	\$76,174.20	\$77,697.68	\$79,251.64	\$80,836.67	\$82,453.40	\$84,102.47	\$85,784.52

FY25 Career Firefighter compensation matrix

	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<u>Firefighter</u>	\$28.05	\$28.61	\$29.18	\$29.76	\$30.36	\$30.97	\$31.59	\$32.22	\$32.86	\$33.52
	\$1,121.90	\$1,144.34	\$1,167.23	\$1,190.57	\$1,214.38	\$1,238.67	\$1,263.44	\$1,288.71	\$1,314.49	\$1,340.78
	\$58,563.21	\$59,734.48	\$60,929.17	\$62,147.75	\$63,390.70	\$64,658.52	\$65,951.69	\$67,270.72	\$68,616.14	\$69,988.46
<u>Fire Lieutenant</u>	\$34.06	\$34.74	\$35.44	\$36.15	\$36.87	\$37.61	\$38.36	\$39.13	\$39.91	\$40.71
	\$1,362.54	\$1,389.79	\$1,417.58	\$1,445.93	\$1,474.85	\$1,504.35	\$1,534.44	\$1,565.13	\$1,596.43	\$1,628.36
	\$71,124.37	\$72,546.86	\$73,997.79	\$75,477.75	\$76,987.31	\$78,527.05	\$80,097.59	\$81,699.54	\$83,333.53	\$85,000.21
<u>Fire Captain</u>	\$35.77	\$36.48	\$37.21	\$37.96	\$38.71	\$39.49	\$40.28	\$41.08	\$41.91	\$42.74
	\$1,430.66	\$1,459.28	\$1,488.46	\$1,518.23	\$1,548.60	\$1,579.57	\$1,611.16	\$1,643.38	\$1,676.25	\$1,709.77
	\$74,680.59	\$76,174.20	\$77,697.68	\$79,251.64	\$80,836.67	\$82,453.40	\$84,102.47	\$85,784.52	\$87,500.21	\$89,250.22

FY26 Career Firefighter compensation matrix

	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<u>Firefighter</u>	\$29.18	\$29.76	\$30.36	\$30.97	\$31.59	\$32.22	\$32.86	\$33.52	\$34.19	\$34.87
	\$1,167.23	\$1,190.57	\$1,214.38	\$1,238.67	\$1,263.44	\$1,288.71	\$1,314.49	\$1,340.78	\$1,367.59	\$1,394.94
	\$60,929.17	\$62,147.75	\$63,390.70	\$64,658.52	\$65,951.69	\$67,270.72	\$68,616.14	\$69,988.46	\$71,388.23	\$72,815.99
<u>Fire Lieutenant</u>	\$35.44	\$36.15	\$36.87	\$37.61	\$38.36	\$39.13	\$39.91	\$40.71	\$41.52	\$42.35
	\$1,417.58	\$1,445.93	\$1,474.85	\$1,504.35	\$1,534.44	\$1,565.13	\$1,596.43	\$1,628.36	\$1,660.92	\$1,694.14
	\$73,997.79	\$75,477.75	\$76,987.31	\$78,527.05	\$80,097.59	\$81,699.54	\$83,333.53	\$85,000.21	\$86,700.21	\$88,434.21
<u>Fire Captain</u>	\$37.21	\$37.96	\$38.71	\$39.49	\$40.28	\$41.08	\$41.91	\$42.74	\$43.60	\$44.47
	\$1,488.46	\$1,518.23	\$1,548.60	\$1,579.57	\$1,611.16	\$1,643.38	\$1,676.25	\$1,709.77	\$1,743.97	\$1,778.85
	\$77,697.68	\$79,251.64	\$80,836.67	\$82,453.40	\$84,102.47	\$85,784.52	\$87,500.21	\$89,250.22	\$91,035.22	\$92,855.92