

**AGREEMENT
BETWEEN
THE
TOWN OF BOXBOROUGH
AND
BOXBOROUGH PROFESSIONAL FIREFIGHTERS
LOCAL 4601**

JULY 1, 2025 through JUNE 30, 2028

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - NON DISCRIMINATION / UNION SECURITY	3
ARTICLE 3 - UNION DUES / AGENCY SERVICE FEES	3
ARTICLE 4 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE	3
ARTICLE 5 - JUST CAUSE.....	4
ARTICLE 6 - SENIORITY.....	4
ARTICLE 7 - HOURS OF WORK / OVERTIME / CALL BACK/ ORDER IN TO DUTY.....	5
ARTICLE 8 - DUTIES.....	6
ARTICLE 9 - HOLIDAYS	7
ARTICLE 10 – VACATIONS	8
ARTICLE 11 - SICK LEAVE.....	9
ARTICLE 12 - JURY DUTY	9
ARTICLE 13 - BEREAVEMENT LEAVE.....	9
ARTICLE 14 - PERSONAL BUSINESS LEAVE	10
ARTICLE 15 - MILITARY LEAVE	10
ARTICLE 16 - UNION REPRESENTATIVES.....	10
ARTICLE 17 – PRIVATE PUBLIC SAFETY DETAIL PAY	11
ARTICLE 18 - ACCESS TO PREMISES.....	11
ARTICLE 19 - BULLETIN BOARDS	11
ARTICLE 20 - TRAINING.....	12
ARTICLE 21 - NEW HIRES/ TRAINING PERIOD.....	12
ARTICLE 22 - INSURANCE.....	12
ARTICLE 23 - MILEAGE ALLOWANCE	12
ARTICLE 24 - UNIFORMS / GEAR	13

ARTICLE 25 - COMPLETE AGREEMENT	13
ARTICLE 26 - MANAGEMENT RIGHTS.....	13
ARTICLE 27 - STRIKES AND WORK STOPPAGE	14
ARTICLE 28 - CAREER INCENTIVE	14
ARTICLE 29 - EMERGENCY MEDICAL TECHNICIANS	15
ARTICLE 30 - RULES AND REGULATIONS	16
ARTICLE 31 - JOB SECURITY AND RELATED MATTERS.....	16
ARTICLE 32 – LAYOFF.....	16
ARTICLE 33 – RE-HIRE RIGHTS.....	16
ARTICLE 34 - WAGES.....	16
ARTICLE 35 - MEDICAL INSURANCE WAIVER STIPEND.....	17
ARTICLE 36 - LONGEVITY	17
ARTICLE 37 - DRUG AND ALCOHOL TESTING.....	18
ARTICLE 38 - PROMOTIONAL PROCESS	18
ARTICLE 39 - LIGHT DUTY	18
ARTICLE 40 - DURATION.....	18
DEFINITIONS	20
ATTACHMENT A	21
ATTACHMENT B	22

PREAMBLE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Boxborough Professional Firefighters, Local 4601, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all permanent, full-time, uniformed Firefighter/EMTs, Lieutenants, Captains and excluding all others.

The EMPLOYER will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this Agreement.

ARTICLE 2 - NON-DISCRIMINATION / UNION SECURITY

SECTION 1: EMPLOYEES shall be free to become or refrain from becoming members of the UNION as they see fit.

SECTION 2: The EMPLOYER agrees not to enter into any bargaining or individual negotiations or collective agreement with any EMPLOYEE of the Boxborough Fire Department for purposes dealing with the normal duties of the Department, as described in Article 8, without consent of the UNION.

SECTION 3: A failure by the EMPLOYER and the UNION to exercise any rights, as determined by this Agreement, or a decision of the EMPLOYER and the UNION to not exercise any rights, shall not be deemed to be a waiver by the EMPLOYER and the UNION should either choose to enforce the rights in any other instance or instances.

ARTICLE 3 - UNION DUES / AGENCY SERVICE FEES

The Union shall provide written notice to the Town Officer charged with processing the payroll, upon the effective date of this Agreement and thereafter during the month of May preceding the start of each fiscal year, what the annualized dues shall be for Union members for the following fiscal year. If no such notice is received during said period, the dues in effect for the then current fiscal year shall continue to be in effect. The Town agrees to withhold such dues as the Union may establish for its members from the periodic payroll checks of Union Members and pay over to the Union said amounts, along with the list of employees who have had such dues deducted, the aggregate amount withheld on behalf of the Union no later than the 25th of each month following the month for which they were deducted.

The Town will provide Form A, attached hereto, to each eligible union member as part of their initial hire package. It shall be the responsibility of the Union to obtain the appropriate signature and thereafter provide the original to the Town Officer charged with processing the payroll. Commencing with the next full payroll check to be processed by the Town, the Town shall withhold the appropriate pro-rata dues owed to the Union. The Union shall not hold the responsible for, and shall defend and hold the Town harmless from, any claim for deducting any such dues on account of its failure to provide such notice to a covered employee or providing a signed copy to the Town.

ARTICLE 4 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: A grievance is defined as any dispute between a represented EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this Agreement.

SECTION 2: The following is the grievance procedure:

Step 1: The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance, in writing, with the Chief, within fourteen (14) calendar days of its occurrence... "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought on, a cover sheet in the form of the Complaint/Grievance Form (per Attachment A) The form shall be hand delivered between the parties and signed and dated by each of the parties at each step of the process.

The time clock for escalation of the grievance shall be started only upon personal receipt of documents by the Chief, who shall attempt to resolve or adjudicate the matter with a response in writing within fourteen (14) calendar days of receipt.

Step 2: If the grievance still remains unsettled, it shall be presented to the Select Board in writing within fourteen (14) calendar days of the Chief's answer in Step 1. The Select Board will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within fourteen (14) calendar days from the date of the hearing.

Step 3: In the event that the grievance remains unresolved, after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Select Board, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this Agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION. However, if the UNION or aggrieved EMPLOYEE withdraws the complaint from arbitration within six (6) months of submission to arbitration, the UNION or the EMPLOYEE is responsible for all administrative fees.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

SECTION 3: Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

SECTION 4: No grievance based on an event or condition which occurred or existed prior to the enactment of this contract may be the subject of a grievance.

SECTION 5: The failure of the EMPLOYEE to file a grievance, or the decision of the EMPLOYEE not to file a grievance, in one or more instances, shall not be deemed to be a waiver if an EMPLOYEE chooses to file a grievance in any other instance or instances.

ARTICLE 5 - JUST CAUSE

EMPLOYEES who have passed their training period shall not be disciplined or discharged without just cause. The UNION Steward shall be notified in writing of the discipline of any non-TRAINEE after the discipline is given.

ARTICLE 6 - SENIORITY

Seniority is determined from the start date of full-time employment as a Firefighter/EMT for the EMPLOYER. Call time, Per Diem time, other EMPLOYER employment, and employment in other towns shall not be factored in. Disability, disciplinary actions, and approved leave of absences shall not be considered in determining seniority.

The length of continuous service as a full-time EMPLOYEE in the Boxborough Fire Department, shall determine the seniority of the EMPLOYEE.

Each fiscal year the EMPLOYER will supply to the UNION an up-to-date seniority list.

ARTICLE 7 - HOURS OF WORK / OVERTIME / CALL BACK / ORDER IN TO DUTY / CONSECUTIVE SHIFTS

SECTION 1: Hours Worked

- A.) The regular work schedule for the personnel on the twenty-four (24) hours per week rotating shift schedule shall be one (1) twenty-four (24) hour shift on duty followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty followed by ninety six (96) hours off duty. The normal weekly hours for these personnel shall not exceed forty-two (42) hours per week. There shall continue to be an EMPLOYEE whose normal weekly hours of duty shall not exceed fifty (50) hours per week, and will not exceed ten (10) hours per day. This alternate regular work schedule will be five (5), ten (10) hour days.
- B.) Work schedules in force at the time of the adoption of this Agreement shall not be changed without one months' notice, except in an emergency.
- C.) An EMPLOYEE who works on Thanksgiving will be paid double time for the hours worked. For the purposes of this provision, Thanksgiving shall be defined as 7:00 AM the morning of Thanksgiving until 7:00 AM the following day.

SECTION 2: Overtime

- A.) Whenever any EMPLOYEE is assigned by the Chief to work in excess of their regularly assigned work week or daily work schedule, they shall be paid for such overtime work at one and one-half (1.5) times the EMPLOYEE'S normal hourly rate, or they may, with the consent of the Chief, take compensatory time off at one and one-half (1.5) times the overtime hours work.
- B.) Overtime pay shall be calculated at a rate of one and one-half (1.5) times the EMPLOYEE'S regularly hourly rate, said hourly rate to be determined by dividing the appropriate weekly pay by fifty (50) hours, or by forty-two (42) hours for the twenty-four (24) hours per week rotating shift personnel. Appropriate weekly includes base weekly pay and any career incentives pay, if applicable.

Overtime payable to the EMPLOYEES shall be paid on the next payday after the pay period in which the overtime is worked.

- C.) Compensatory time off in lieu of overtime pay (per this section) shall be available for use upon its being granted by the Chief, and must be used within the fiscal year in which it was earned. An EMPLOYEE shall not accumulate more than five (5) shifts of compensatory time in a fiscal year. If such time is not used in the fiscal year in which it was earned it will be paid, at the rate at which it was earned, in the last payroll check of the fiscal year.

If an EMPLOYEE's employment with the EMPLOYER is voluntarily terminated or forced by staff reduction, then the unused compensatory time that has not expired will be paid to the EMPLOYEE at one and one-half (1.5) times their hourly wage.

- D.) The system for offering non-emergency overtime work and the call back of personnel in emergency situations may be devised and recommended by the UNION, but must be approved by the Chief prior to implementation. This section shall apply to both full-shift coverage and other overtime not caused by a fire or ambulance emergency.
- E.) Any and all overtime hours shall be offered to EMPLOYEES covered by this Agreement first, before per-diem or other EMPLOYEES. Full-time shift openings shall be offered to EMPLOYEES covered by this Agreement before any other persons.
- F.) If a shift is not filled ten (10) days prior to the start time of the shift, then it shall be offered to EMPLOYEES covered under this Agreement. It shall be offered in a rotating manner, as approved by the Chief.

SECTION 3: Call Backs

- A.) In the event that bargaining unit EMPLOYEES are required to return to work to provide coverage they will receive a four (4) hour minimum at their overtime rate. Call Firefighters will not be called in without also recalling full-time firefighters.

A call back shall be made when an incident requires a more-than-one-apparatus response. A call back shall be made on any incident listed in the protocols as being a more-than-one-piece response. A call back shall be made on all mutual-aid runs. A failure of dispatch or department personnel to follow protocol shall not prevent a member from being compensated if returning for a call back. If deemed necessary, the Chief or Officer in charge has the right to evaluate an individual situation and request a call back for the response if it is warranted.

B.) An EMPLOYEE responding to a box or still alarm, called back to duty, or held overtime beyond his regular tour of duty shall be released when, in the opinion of the Chief or of the officer in charge, the situation initiating the response no longer warrants the extra coverage and equipment is back in service to the Chief's or officer-in-charge's satisfaction.

SECTION 4: Order In

- A.) All order-ins shall be compensated at one and one half (1.5) times the EMPLOYEE'S regular hourly rate. An EMPLOYEE who is provided with less than 24 hours' notice shall be compensated at two (2) times the EMPLOYEE'S regular hourly rate for order-in to duty or staffing coverage for an emergency.
- B.) An EMPLOYEE will receive notice of an order-in not later than twenty-four (24) hours prior to the start time of a shift, unless an emergency situation exists.
- C.) An order-in will not be instituted until it is offered first through the rotation list and then to per-diem firefighters. The only exception would be an emergency situation. The Chief may require a full-time shift to be filled by full-time EMPLOYEES.
- D.) An EMPLOYEE ordered in for the 4th of July, Thanksgiving, Night shift of Christmas Eve, Christmas, will be paid at the rate of two (2) times the EMPLOYEE'S regular hourly rate.

For purposes of this provision, a holiday in this section, unless otherwise specified, shall be defined as 7:00 AM, the morning of the holiday until the following 7:00 AM.

SECTION 5: Consecutive shifts

- A.) No EMPLOYEE shall be required to work more than three (3) consecutive shifts, unless it is an emergency situation. No EMPLOYEE shall work more than four (4) consecutive shifts unless deemed necessary by the Chief. Shifts shall be classified as a ten (10) hour day shift or a fourteen (14) hour night shift. Consecutive shifts will be added by combining day and night shifts together. Some examples of the three (3) consecutive shifts would be a day shift plus a night shift plus a day shift or night shift plus day shift plus night shift. The four (4) consecutive shifts would follow a similar pattern as previously mentioned.

ARTICLE 8 - DUTIES

SECTION 1: The EMPLOYEES of the Fire Department shall normally perform duties to prevent, control and extinguish fires, and other duties reasonably related thereto, operation of the Fire Department ambulance and the daily maintenance of property equipment, and facilities necessary for efficiency, safety, and cleanliness within the Department. Such duties shall include all those heretofore performed by EMPLOYEES of the Fire Department and shall also include emergency snow shoveling at, and testing of, fire hydrants. The EMPLOYER will be responsible to provide the necessary equipment to carry out the duties (i.e., snowplow, shovels, brooms, cleaning equipment, tools, etc.). Duties will be in accordance with current job descriptions.

SECTION 2: An EMPLOYEE may be asked, but shall not be ordered to perform the duties of another EMPLOYER's department or EMPLOYEE. An EMPLOYEE may be asked, but shall not be ordered to do any work outside the normal scope of the firefighters' current job description or to do work which requires special licenses or permits.

SECTION 3: An EMPLOYEE working out of rank for more than three (3) consecutive work days will receive compensation for that rank at the lowest step that is higher than the EMPLOYEE'S normal salary. An EMPLOYEE working out of rank at a lower rank will maintain their normal pay rate.

In cases where the Fire Chief will be absent and unable to perform his/her duties for an extended period of time, an employee acting or working as the Chief will be compensated at 10.0% above his/her normal rate for the duration of the Chief's absence retroactive to the first day of such absence. Absences of the Chief attributable to his use of vacation and/or personal leave shall be excluded from this provision. For purposes of this provision, an extended period of time shall be defined as an absence of two (2) calendar weeks or longer.

In the event that the Captain acts or works as the Chief when the Fire Chief is absent and unable to perform his/her duties for an extended period of time, the Captain will be compensated at 5.0% above his/her normal rate for the duration of the Chief's absence retroactive to the first day of such absence. Absences of the Chief attributable to his use of vacation and/or personal leave shall be excluded from this provision. For purposes of this provision, an extended period of time shall be defined as an absence of two (2) calendar weeks or longer.

ARTICLE 9 - HOLIDAYS

The following days shall be considered paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veterans Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	Juneteenth

And any other day that may be declared a Holiday by the Town of Boxborough.

Holiday pay for each EMPLOYEE shall be paid at the EMPLOYEE'S normal daily rate.

If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay an amount equal to one and one half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours' pay at such rate. The Chief may require that Holidays be filled by at least one full-time member. The full-time member will be chosen on a rotating basis in a manner determined by the Chief. If the Chief is unable to fill other slots with per-diem EMPLOYEES then full-time members will be assigned in the same order as the order-in rotation list.

In lieu of holiday pay, an EMPLOYEE who is not assigned to the rotating twenty-four (24) hour schedule may elect to receive one (1) day or ten (10) hours of time off without loss of pay provided that:

(a) The EMPLOYEE shall notify the Chief in advance of the holiday if they elect to take the holiday either as time off or as pay.

(b) The EMPLOYEE shall notify the Chief of the time off that they elect to take off no less than ten (10) days in advance.

(c) If an EMPLOYEE fails to notify the Chief less than ten (10) days in advance, for an unplanned event the Chief shall not withhold their authority unreasonably, provided that there is no additional cost to EMPLOYER.

(d) The EMPLOYEE will not work an overtime shift before or after the holiday shift used as a day off, except with the approval of the Chief.

(e) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

Employees working the twenty-four (24) hour rotating schedule shall not be allowed to take vacation days on the above mentioned Holidays when they fall on their regularly scheduled shifts unless they take their entire tour off. The TOUR shall be classified as one (1) twenty-four (24) hour day on duty, followed by forty eight (48) hours off duty, twenty-four (24) hours on duty and ninety six (96) hours off duty. Holiday vacation requests will be handled in the same manner as Vacation requests under Section 3 of Article 10 - Vacations.

Employees working on the twenty-four (24) hour rotating schedule shall be paid the twelve (12) Town recognized holidays

at their straight time rate. Six (6) holidays shall be paid on the first pay period in December for a total of sixty (60) hours at straight time for the June pay period. The holiday check shall be paid to the Employee in a separate check from the Employee's regular paycheck during those pay periods.

ARTICLE 10 – VACATIONS

EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week, shall accrue vacation, with pay, as follows:

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	8.34 hours per month	
After one (1) year	10 hours per month	Twelve (12) work days
After five (5) years	12.5 hours per month	Fifteen (15) work days
After ten (10) years	16.67 hours per month	Twenty (20) work days
After fifteen (15) years	20.83 hours per month	Twenty-five (25) work days

EMPLOYEES on the twenty four (24) hours per week rotating shift schedule shall accrue vacation with pay, as follows:

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	8 hours per month	
After one (1) year	8 hours per month	Twelve (12) work shifts
After five (5) years	10.01 hours per month	Fifteen (15) work shifts
After ten (10) years	13.35 hours per month	Twenty (20) work shifts
After fifteen (15) years	16.67 hours per month	Twenty-five (25) work shifts

Employees shall be allowed to use vacation in half-day increments.

SECTION 1: For EMPLOYEES with hire date from January 1, through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For EMPLOYEES with hire date from July 1, through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

SECTION 2: Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred, by the EMPLOYEE, for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article. Any unused, deferred vacation remaining after said year shall be forfeited.

SECTION 3: The Chief must pre-approve vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(s) shall receive priority.

Requests for vacation must be submitted to the Chief not less than forty-five (45) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chief. Approval for requests without sufficient notice will not be unreasonably withheld.

An EMPLOYEE shall not have to cancel approved vacation time to a senior member if there is less than two-months time before the approved date(s).

SECTION 4: If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

SECTION 5: If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

SECTION 6: If an EMPLOYEE is ordered to work by the Chief or his/her designee during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days or three (3) shifts, depending upon the EMPLOYEE's work schedule, of vacation time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

ARTICLE 11 - SICK LEAVE

SECTION 1: EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week shall be entitled to one (1) day (10 hours) of paid sick leave for each month of continuous service per year. A maximum of twelve (12) days of sick leave may be earned in any calendar year. EMPLOYEES working the 24-hour rotating shift schedule shall be entitled to one shift (12 hours) of paid sick leave for each month of continuous service. A maximum of twelve (12) shifts, i.e. 120 hours, of sick leave may be earned in any calendar year.

EMPLOYEES may use sick leave in case of illness, or injury, or other temporary disability which necessitates his/her absence from work.

SECTION 2: No EMPLOYEE may accumulate more than 1,800 hours sick leave with pay. EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week may accumulate no more than one hundred eighty (180) days sick leave with pay. EMPLOYEES working the 24 hour rotating shift schedule may accumulate no more than one hundred fifty (150) shifts of sick leave with pay.

For employees hired after June 30, 2023, no EMPLOYEE may accumulate more than one hundred and fifty (150) days sick leave with pay.

SECTION 3: In absences of more than three consecutive working days, the Chief, at his/her sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick-leave pay.

SECTION 4: If the EMPLOYEE has a medical condition preventing accomplishment of assigned duties, the EMPLOYEE must notify the Chief of such condition prior to reporting for duty.

SECTION 5: After an extended leave or accident, the Chief, at his/her sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work. For purposes of this Section, an extended leave or accident shall be defined as that which occurs for two (2) weeks or longer.

SECTION 6: When an EMPLOYEE is on sick leave and his/her accrued sick time expires, further sick leave benefits will no longer accrue. Health insurance and other benefits that do continue to apply will be consistent with FMLA and MGL Chapter 32B.

SECTION 7: Unused sick leave cannot be converted to pay or compensation of any kind.

SECTION 8: In the event that the Town implements a Sick Leave Buyback program during the life of this contract, the Town will discuss the creation and implementation of a Sick Leave Buyback program specifically for this bargaining unit.

ARTICLE 12 - JURY DUTY

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S wages between a normal week's wages and compensation received for jury duty, excluding expenses. EMPLOYEE will provide proof of jury duty attendance prior to payment.

ARTICLE 13 - BEREAVEMENT LEAVE

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law daughter-in-law or long term live in member of the household of a regular, full-time employee shall die, the Department Head shall grant such employee a leave of absence

with pay for a period not to exceed five (5) working days for those assigned to the Monday thru Friday Administrative Shift or four (4) shifts if on the twenty-four hour schedule. In the event that aunt, uncle, brother-in-law or sister-in-law of a regular, full-time employee, or the employee's spouse or partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day and provided further that an employee may reserve one (1) additional day, upon the approval of the Chief that extenuating circumstances apply (e.g. extended travel), for attending an actual funeral or memorial service.

Bereavement time shall commence upon the date following the date of death provided however that one day may be reserved for up to six months for the day of the actual burial or memorial service.

ARTICLE 14 - PERSONAL BUSINESS LEAVE

EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week shall be allowed each fiscal year, as hereinafter provided, three (3) ten (10) hour personal days with pay, and Employees working the twenty-four (24) rotating shift schedule shall be allowed each fiscal year, as hereinafter provided, three (3) ten (10) hour shifts or three (3) fourteen (14) hour shifts or a combination thereof not to exceed three (3) personal shifts with pay, at their straight-time rate, to attend to business matters which necessitate their presence. Such leave shall be taken with the prior approval of the Chief, which shall not be unreasonably withheld.

EMPLOYEES are eligible for one day or shift, as applicable, of paid personal leave each four (4) months worked. EMPLOYEES may accrue no more than three (3) personal days/shifts in a fiscal year. Existing employees shall be credited with their three (3) personal days/shifts on each July 1st. During the first fiscal year of employment, new EMPLOYEES shall be eligible for one (1) day/shift of paid personal leave for each four (4) months that the new EMPLOYEE has worked. To the extent that one of the four (4) month periods is anticipated to conclude during the month of June, the new EMPLOYEE will be credited with a personal day/shift on June 1st for use during the month of June. Personal days/shifts may not be converted to pay or compensation of any kind.

ARTICLE 15 - MILITARY LEAVE

Any EMPLOYEE who is a member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) days in any one calendar year, requires leave from his/her position and who gives notice to the Chief of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as a military leave of absence. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. Such absence for military training shall not affect the EMPLOYEE's right to receive normal vacation, sick leave, advancement and other advantages of his/her employment normally to be anticipated in his/her particular position. The EMPLOYER will comply with the Gulf War Veterans' Act.

ARTICLE 16 - UNION REPRESENTATIVES

A written list of UNION officers and the name of the UNION steward shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER in writing of any changes.

Upon prior approval of the Chief, the UNION steward shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances and to attend arbitration, hearings, or any other administrative meeting.

One (1) Union Delegate shall be allowed time off without loss of pay for the purpose of attending national/statewide union conference every other year for up to a maximum of twenty (20) hours per year or an aggregate of forty (40) hours every other year.

ARTICLE 17 – PRIVATE PUBLIC SAFETY DETAIL PAY

SECTION 1: Whenever an EMPLOYEE is assigned to a private-party Fire detail, the EMPLOYEE shall be paid at the following rates:

1. 7:00 A.M. to 5:00 P.M. (Monday through Friday): Paid at time and one-half of the Captain's hourly wage with the Master's Education Incentive
2. 5:00 P.M. to 7:00 A.M. (Weekdays (Monday through Friday)/Saturday/Sunday/Contractual Holidays): 1.5 Times the above rate.
3. Hours worked in excess of eight (8): Paid at 1.5 times the Monday-Friday Rate (7:00 A.M. - 5:00 P.M.)
4. Any Acton Boxborough School District Detail and Town funded and sponsored events – Paid at \$60.00 per hour.

Private-party public safety details shall be paid at one and a half (1.5) times the Captain's hourly wage, included a Master's Education Incentive per hour with a four (4) hour minimum. If the detail is cancelled less than twenty-four (24) hours in advance, the party(ies) will be charged for a minimum of four (4) hours. Notice shall be made to the Boxborough Fire Department. After four (4) hours worked, an employee working the private detail will be compensated at the rate of one and a half (1.5) times the Captain's hourly wage, including a Master's Education Incentive per hour, for a minimum of eight (8) hours. An employee working additional hours in excess of eight (8) hours will be compensated on an hour to hour basis at the rate of one and a half (1.5) times the above rate per hour in excess of eight (8) hours. Any number of minutes into a new hour is considered a full hour for payment terms. In the instances where a time worked on an evening detail (5:00 P.M. to 7:00 A.M.) goes past 7:00 A.M., the EMPLOYEE shall remain on the highest rate and would not decrease if the detail goes into the morning time (7:00 A.M. to 5:00 P.M.).

SECTION 2: Details requested by private concerns, shall be offered to full-time members before any other department members.

SECTION 3: Details will be offered to full-time members on a rotating basis. If no full-time member accepts details then it can be offered to Call Firefighters.

ARTICLE 18 - ACCESS TO PREMISES

The EMPLOYER agrees to permit representatives of the Professional Firefighters of Massachusetts and the International Union of Firefighters to enter the premises at any time for discussion of working conditions with individual EMPLOYEES, provided that they do not interfere with the performance of duties assigned to the EMPLOYEES. The Chief may require prior notice. No more than two (2) representatives will enter the premises at any time.

ARTICLE 19 - BULLETIN BOARDS

Announcements shall be posted on the Fire Station UNION bulletin board, which will be located in a non-public area of the station. For the purposes of this Section, "Announcements" will be defined as notices of official UNION business, signed by the officer who is posting, with a copy provided to the Chief.

ARTICLE 20 - TRAINING

EMPLOYEES are encouraged to attend classes at the Massachusetts Firefighting Academy and the National Fire Academy. Firefighters/EMTs shall not lose benefits, pay, or vacation days while attending classes authorized or mandated by the Chief. For such authorized or mandated classes that are not during normal work hours, Firefighters/EMTs will be paid at their overtime rate.

ARTICLE 21 - NEW HIRES/ TRAINING PERIOD

SECTION 1: If not already so qualified, new hires shall successfully complete the Massachusetts Firefighting Academy (MFA) Recruit Training Program and shall be a Massachusetts State Certified Emergency Medical Technician under the guidelines of the Massachusetts Office of Emergency Medical Services before the end of their training period.

SECTION 2: New hires shall be TRAINEES for a minimum of a six month period or 120 worked shifts, whichever is longer, and until they have successfully completed the (MFA) Recruit Training Program with the option for extensions of the TRAINEE period that may be initiated by the Chief. Time that is spent by a new hire completing the (MFA) Recruit Training Program shall not be counted toward the six month/120 worked shifts minimum under this section.

SECTION 3: TRAINEES may be disciplined, discharged, or otherwise terminated in the sole discretion of the Chief.

ARTICLE 22 - INSURANCE

SECTION 1: Medical Insurance - the EMPLOYER will continue to provide an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER or their equivalent.

SECTION 2: Group Life, Accidental Death and Dismemberment Insurance - the EMPLOYER will continue to provide the same insurance, or its equivalent, presently in effect and pay fifty percent (50%) of the first ten thousand dollars' coverage (\$10,000.00) of the premium for this insurance. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

SECTION 3: Liability Insurance - the EMPLOYER will continue to provide the liability insurance, or equivalent, presently in effect to EMPLOYEES.

SECTION 4: Disability Insurance - the EMPLOYER will continue to provide the disability insurance, or equivalent, presently in effect to EMPLOYEES. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

SECTION 5: Changed Benefits - in the event that the EMPLOYER changes benefits or terms relating to insurance, in excess of, or more advantageous to the EMPLOYEES, than those provided in this Agreement, such benefits or terms shall prevail to the extent permitted by law.

SECTION 6: The EMPLOYER and the UNION both specifically, agree to utilize an Insurance Advisory Committee, pursuant to Massachusetts General Law 32B, Section 3 over any and all changes made to the health insurance(s) and benefits offered by the current health insurance carrier, as well as the impact of those changes. The EMPLOYER may provide health insurance benefits by other than the current carrier provided that the benefits and services provided by the carrier are equivalent or greater to the existing benefits and services of the current carrier.

SECTION 7: For EMPLOYEES hired after June 30, 2023, the Town shall contribute 70% toward the costs of the HMO plan.

ARTICLE 23 - MILEAGE ALLOWANCE

All EMPLOYEES who are requested and authorized by the Chief to use their personal vehicles in the performance of their duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

ARTICLE 24 - UNIFORMS / GEAR

SECTION 1: EMPLOYEES will be issued a complete set up consisting of: five (5) pair of uniform pants, two (2) long-sleeved Class B uniform shirts, two (2) short-sleeved Class B uniform shirts, five (5) short sleeved Class C uniform shirts, two (2) long-sleeved job shirts, one (1) belt and badges (shirt, coat, and wallet) and one (1) pair of work boots (NFPA approved). All EMPLOYEES shall be issued a complete set of NFPA compliant personal protective equipment to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet as well as a flashlight.

Personal protective equipment shall be properly sized and replaced every five (5) years, or sooner if deemed necessary by the Chief.

SECTION 2: Complete Class A uniforms will be provided to new hires at completion of the training period. Class A uniform upkeep or replacement is covered under Section 4.

SECTION 3: Personnel approved by the Chief to attend the Massachusetts Firefighting Academy Recruit Training Program shall be issued appropriate items required by the Academy for attendance and completion.

SECTION 4: EMPLOYEES will be allotted a uniform allowance of nine hundred dollars (\$900) for Fiscal Year 2026, nine hundred and fifty dollars (\$950) in Fiscal Year 2027, and one thousand dollars (\$1,000) in Fiscal Year 2028. Allotment monies may be used by EMPLOYEES to purchase any items of clothing worn or used in departmental duties and fire service equipment subject to approval of the Chief. Allotment monies not used may not be carried into the next fiscal year.

New Hires start their yearly uniform allowance on the first day of the fiscal year after their date of hire. If a new hire starts his/her employment less than eight (8) months before the start of the next fiscal year then the allowance for his/her first full fiscal year will be one-half (0.5) of the usual allowance.

Uniform allotment use must be approved by the Chief. Worn or damaged items shall be returned upon the Chief's request. Upon termination of employment, all equipment, gear, and uniforms shall be turned in to the Chief.

SECTION 5: if the Chief determines that a new uniform is required for EMPLOYEES, the EMPLOYER will provide new uniform components to the EMPLOYEES.

ARTICLE 25 - COMPLETE AGREEMENT

This document and the current, mutually accepted, job descriptions constitute complete Agreement between the EMPLOYER and the UNION. It is acknowledged that, during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties will meet immediately to resolve the provision in dispute.

ARTICLE 26 - MANAGEMENT RIGHTS

SECTION 1: This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except as may otherwise be provided in this Agreement.

SECTION 2: The EMPLOYER shall exercise the customary rights and responsibilities of the management of the Fire Department. The EMPLOYER shall have the exclusive right to manage the Fire Department, to direct the working forces, to

contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, and require the observance of the EMPLOYER's reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may dismiss any EMPLOYEE with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

SECTION 3: The failure of the EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances, shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances.

ARTICLE 27 - STRIKES AND WORK STOPPAGE

The UNION and the EMPLOYER agree that differences between the parties shall be settled by peaceful means provided within this Agreement. The UNION, and EMPLOYEES within the bargaining unit, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, instigate, sanction, or condone any strikes, work stoppages, delays, or any concerted refusal to perform normal work duties, as such actions are defined by M.G.L., Chapter 150E, on the part of any EMPLOYEE or group of EMPLOYEES covered by this Agreement. Violation of this article may be grounds for termination of employment.

ARTICLE 28 - CAREER INCENTIVE

SECTION 1:

All regular full-time EMPLOYEES subject to this Agreement who further their education in a field related to their job, or beneficial to the EMPLOYER, or the Fire Department in general, shall receive a base salary increase as shown below:

Fiscal Year 2026

Associate Degree	Five percent (5%) of base pay
Bachelor's Degree	Seven percent (7%) of base pay
Master's Degree	Nine percent (9%) of base pay

Fiscal Year 2027

Associate Degree	Five and a half percent (5.5%) of base pay
Bachelor's Degree	Seven and a half percent (7.5%) of base pay
Master's Degree	Nine and a half percent (9.5%) of base pay

Fiscal Year 2028

Associate Degree	Six percent (6%) of base pay
Bachelor's Degree	Eight percent (8%) of base pay
Master's Degree	Ten percent (10%) of base pay

Semester hours of credit must be earned as part of a degree program leading to an Associate, Baccalaureate or Master's Degree for the following degrees: Fire Science, Computer Science, Public Administration, Business Administration, Marketing, Finance, Natural Science, Earth Science, Education, or other degrees at the discretion of the Chief. Credits must be awarded by an educational institution accredited by the New England Union of Colleges and Secondary Schools or by the Board of Higher Education. Career Incentive increases shall be granted with the approval of the EMPLOYER upon certification of credit properly earned.

SECTION 2: Stipends - Effective July 1, 2025, EMPLOYEES who obtain certifications that are beyond the requirements of their rank and/or role in the Fire Department, as set forth in the table below, shall be eligible to receive an annual stipend in the amount of \$260.00 for each certification.

EMPLOYEES shall receive an annual stipend payment in the amounts set forth below based on the EMPLOYEE's current certification of stipends for the Town as measured from June 1st. Said payment will be issued in a lump sum in June of each year in a separate check.

Certification:	Amount
Fire Officer I	\$260.00
Fire Officer II	\$260.00
Fire Instructor I	\$260.00
Fire Instructor II	\$260.00
Fire Inspector I	\$260.00
Fire Inspector II	\$260.00
Incident Safety Officer	\$260.00
Hazardous Materials Technician	\$260.00
Car Seat Technician	\$260.00
CPR Instructor	\$260.00

ARTICLE 29 - EMERGENCY MEDICAL TECHNICIANS

SECTION 1: The EMPLOYER will provide for and/or fund classes for at least 40 hours of continuing education credits within two (2) years.

SECTION 2: The EMPLOYER will provide for and/or fund at least one BLS refresher course every two (2) years. The Chief will oversee scheduling of an in-station course, but has the discretion to determine if an EMPLOYEE can take an outside course.

SECTION 3: Defibrillation and EPI training and certification will be provided for and/or funded by the EMPLOYER.

SECTION 4: Personnel will be paid at an overtime rate if attendance at any of the above courses/classes is not held within their normal shift hours.

SECTION 5: Personnel are responsible for monitoring and keeping current their EMT certifications (including EPI pen and DEFIB). The Chief and the EMS coordinator shall be informed of any status changes. Failure to maintain status could result in disciplinary action.

SECTION 6: EMPLOYEES will coordinate with the Chief for payment or reimbursement of costs associated with renewal of EMT credentials. The EMPLOYER will fund associated costs approved by the Fire Chief.

ARTICLE 30 - RULES AND REGULATIONS

The Chief will maintain a Department Rules and Regulations Book. Copies of existing rules, orders, and regulations shall be furnished to the UNION. Future revisions of rules and regulations, including memos and directives, shall be furnished by the Chief or EMPLOYER to the UNION at least two (2) weeks before they are implemented, except in emergency circumstances.

ARTICLE 31 - JOB SECURITY AND RELATED MATTERS

SECTION 1: During normal duty and in administrative matters, the Chief is the immediate supervisor of all full-time EMPLOYEES. To make best use of available resources during emergency responses, the Chief may make assignments of positions as he/she deems fit to handle the emergency situation(s).

SECTION 2: EMPLOYEES will be granted substitute or exchange time with qualified EMPLOYEES within the Department. Substitutions may be permitted, subject to approval by the Chief or his/her designee.

ARTICLE 32 – LAYOFF

SECTION 1: If the Town finds it necessary to lay off EMPLOYEES, the procedures set forth in this Article will apply. Lay-offs will be done in accordance with Article 7- Seniority, with the least senior EMPLOYEE to be the first EMPLOYEE laid off.

SECTION 2: The Town will give each employee who is laid off either four (4) weeks advance notice, or in lieu of such notice, two (2) weeks pay.

SECTION 3: In addition to a termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he/she may have earned but not used at the time of lay off. If an employee who has been laid off and who has received payment in lieu of vacation is re-hired in the same fiscal year, he/she shall not be entitled to a vacation with pay in that fiscal year.

ARTICLE 33 – RE-HIRE RIGHTS

SECTION 1: The seniority list shall be used in all cases where reduction of the work forces is required. The same list shall be used when rehiring, with the last EMPLOYEE laid off to be the first re-hired, before any new employee is considered.

SECTION 2: EMPLOYEES will retain seniority recall rights equal to the length of service, up to a maximum of three (3) years. A refusal of recall by a full time EMPLOYEE of the Boxborough Fire Department on layoff will terminate all seniority and recall benefits.

SECTION 3: An EMPLOYEE re-hired within one year of being laid off will, upon recall, maintain the same seniority level as when the EMPLOYEE was laid off and will also accrue vacation at the same level as when laid off. For an EMPLOYEE who is re-hired after one year of being laid off, the start date of full-time employment as a Firefighter/EMT will begin anew, effective the date of re-hire, and the EMPLOYEE will be treated as a new hire for seniority, salary, vacation and all other benefit purposes, but will not be considered a TRAINEE within the meaning of Article 22.

SECTION 4: The Chief, at his discretion, may require a pre-employment physical for EMPLOYEES re-hired pursuant to this Article.

ARTICLE 34 - WAGES

Existing EMPLOYEES will move from Step to Step each July 1, if they have achieved an overall performance rating of "meets requirements" or better.

New EMPLOYEES will be hired at the first step (or at another Step if so determined by the Select Board). New EMPLOYEES hired before January 1, move to the next step on the following July 1, if they have achieved an overall performance rating of "meets

requirements" or better. New EMPLOYEES hired after January 1, move to the next step on the July 1, after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.

Lieutenants shall be paid at 14% above the maximum Firefighter/EMT step.

Effective, July 1, 2019, Lieutenants shall be paid at 14.5% above the maximum Firefighter/EMT step.

Effective, July 1, 2025, Lieutenants shall be paid at 15% above the maximum Firefighter/EMT step.

Captains shall be paid at 19% above the maximum Firefighter/EMT step.

Effective, July 1, 2019, Captains shall be paid at 19.5% above the maximum Firefighter/EMT step.

Effective, July 1, 2020, Captains shall be paid at 20% above the maximum Firefighter/EMT step.

Effective, July 1, 2025, Captains shall be paid at 22.5% above the maximum Firefighter/EMT step.

Effective, July 1, 2026, Captains shall be paid at 25% above the maximum Firefighter/EMT step.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LT	CPT	Notes
FY26: 2.75%	\$ 29.42	\$ 30.16	\$ 30.91	\$ 31.68	\$ 32.47	\$ 33.28	\$ 38.27	\$ 40.77	Captains position is moved to 22.5% top step in FY26
FY27: 3.00%	\$ 30.30	\$ 31.06	\$ 31.84	\$ 32.64	\$ 33.46	\$ 34.30	\$ 39.45	\$ 42.88	Captains position is moved to 25% top step in FY27
FY28: 3.00%	\$ 31.21	\$ 31.99	\$ 32.79	\$ 33.61	\$ 34.45	\$ 35.31	\$ 40.61	\$ 44.14	

ARTICLE 35 – MEDICAL INSURANCE WAIVER STIPEND

Effective July 1, 2025, the EMPLOYER will offer a maximum stipend of \$2,400 per year for EMPLOYEES who Opt-Out of receiving medical insurance through the Town subject to all of the following terms:

- i. EMPLOYER will pay the stipend on monthly basis at the rate of \$200.00 per month for each month that EMPLOYEE does not receive medical insurance through the Town.
- ii. An EMPLOYEE does not qualify for the opt-out stipend when the EMPLOYEE declined town provided health insurance coverage because the EMPLOYEE'S spouse/partner or family member is employed by either the Town of Boxborough or the Acton-Boxborough Regional School District and the EMPLOYEE still remains insured by the Town of Boxborough or the Acton-Boxborough School District through the spouse/partner or family member.
- iii. EMPLOYEE must provide proof of outside medical insurance coverage.
- iv. EMPLOYEE will only have one opportunity during the annual open enrollment period to opt out of the Town's medical insurance plan and to receive the stipend in the fiscal year that follows.

ARTICLE 36 - LONGEVITY

EMPLOYEES shall receive an annual longevity payment in the amounts set forth below based on the EMPLOYEE's years of service as a full-time firefighter for the Town as measured from June 1st. Said payment will be issued in a lump sum in June of each year in a separate check.

Five (5) years to nine (9) years:	\$125.00
Ten (10) years to fourteen (14) years:	\$250.00
Fifteen (15) years to nineteen (19) years:	\$375.00
Twenty (20) years to twenty-four (24) years:	\$500.00
Twenty-five (25) years or more:	\$625.00

Effective Fiscal Year 2027 (July 1, 2026)

Five (5) years to nine (9) years:	\$250.00
Ten (10) years to fourteen (14) years:	\$375.00
Fifteen (15) years to nineteen (19) years:	\$500.00
Twenty (20) years to twenty-four (24) years:	\$625.00
Twenty-five (25) years or more:	\$750.00

ARTICLE 37 - DRUG AND ALCOHOL TESTING

The Union agrees to participate in a working group with the Town to discuss a drug and alcohol testing policy. Said working group will include representatives from the Union and Town, with a goal of reaching an agreement. If no agreement can be reached, however, the matter will be tabled until successor CBA negotiations. If there is an agreement between both parties for a drug and alcohol testing policy during the life of this CBA, then it will be implemented during the following fiscal year.

ARTICLE 38 - PROMOTIONAL PROCESS

The Chief of Department and a committee of no less than three (3) members covered under this agreement, formed by the Union, shall meet and agree upon the procedure in which the promotion process will happen in accordance to the Standard Operating Procedures established between the Chief and committee which clearly defines the qualifications and requirements for the promotional process. Both parties will establish, develop, and review all applicable processes and policies required for the qualifications, certifications, and requirements needed for all officer positions. No edits or changes can be made to this procedure without a meeting between the two parties identified above.

For the purposes of succession planning and promotion, the Fire Department will budget for the promotion of one ranking officer, without adding additional union employees, for each fiscal year (FY2026-2028) of this contract in the department operating budget.

ARTICLE 39 - LIGHT DUTY

In the event that the Town and Union agree to the development and creation a Light Duty policy during the life of this contract, both parties will discuss and implement the policy within guidance of all applicable Massachusetts General Laws. If there is an agreement between both parties for a Light Duty policy during the life of this CBA, then it will be implemented during a mutually agreed upon time of the fiscal year.

ARTICLE 40 - DURATION

The provisions of this Agreement will become effective July 1, 2025 and will continue in full force and effect through June 30, 2028, or until a Successor Agreement is reached. Should the Union desire to negotiate a new Agreement for succeeding years, the Union shall give notice in writing by certified or registered mail, or by email to the Select Board and Town Administrator at townadmin@boxborough-ma.gov no later than the preceding October 1.

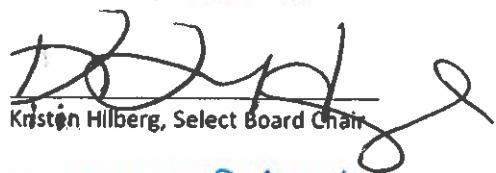
In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the officers duly authorized to do so by BPFF Local 4601.

Signed, this 1ST day of JULY, 2025:

For the EMPLOYER:



Michael Johns, Town Administrator



Kristen Hilberg, Select Board Chair



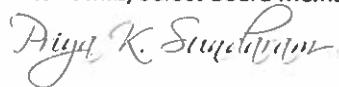
Robert Stemple, Select Board Clerk



Samuel Anderson, Select Board Member



Wes Fowlds, Select Board Member

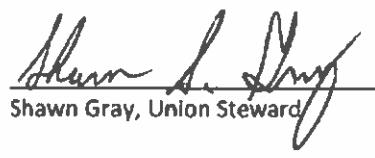


Priya Sundaram, Select Board Member

For the UNION:



Derek DiRubbo, President



Shawn Gray, Union Steward

DEFINITIONS

ADMINISTRATIVE DUTIES - day-to-day routine duties and assignments, permit applications, business and citizens interactions and questions, daily logs, state forms and reports. Daily department functions other than emergency responses and incidents.

CONTINUOUS SERVICE - any period of continuous paid service, including paid leaves of absence, vacation and sick leave, and time on 111F, but excluding unpaid leaves of absence.

EMERGENCY - unplanned, unexpected, sudden happening.

FULL-TIME - uniformed member appointed by the Fire Chief as Full-time Captain, Lieutenant/EMT or Full-time Firefighter/EMT and regularly scheduled for 50 hours per week or for 42 hours per week if on the rotating schedule.

WORK DAY – The work day is a total of ten (10) paid work hours, for EMPLOYEES regularly scheduled for 50 hours per week, and twenty-four (24) paid work hours for EMPLOYEES on the rotating schedule.

ATTACHMENT A

**Town of Boxborough
Complaint/Grievance Form**

Statement of Grievance:

Article & Section reference from Contract or Personnel Administration Plan:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

Signature of Aggrieved

Signature of Union Representative

Date

Step	Procedural Recipient	Procedural Date of Escalation	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Step 1	Fire Chief	(14 cal. days)				
Step 2	BoS	(14 cal. days)				
Step 2b	BoS ruling	(30 cal. days)				
Step 3	Arbitration					

ATTACHMENT B

FORM A

**BOXBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION, PFFM,
LOCAL 4601
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

I understand that under the so-called Janus Decision I do not need to become a member of the Union which is the collective bargaining agent for my position. I further understand that I shall still be entitled to the benefits of, and subject to all of the obligations of, such a Collective Bargaining Agreement (CBA) as they shall negotiate with the Town whether I join the Union or not.

If you do not wish to join the Union, please sign below to acknowledge you received this notice.

Signature _____

Date _____

If you do wish to join the Union, please sign below and provide the additional information to authorize the Town of Boxborough to deduct the dues as my union has informed the Town they have established for my position from my earnings each payroll period. This amount shall be paid over to the Union as prescribed in the CBA and represents payment of my Union Dues. Further you are authorizing any change in the amount to be deducted which is certified by the Union as a uniform change in its dues structure.

Signature _____

Date _____

Street _____

Town _____

State _____ Zip Code _____

Phone _____ Job Title _____

Signed this _____ day of _____, 202_____.

For the Boxborough Professional
Firefighters, Local 4601's Organization

For the Town of Boxborough by its Town Administrator

Michael C. Johns

