

CC: HR
Acct

AGREEMENT

BETWEEN

THE TOWN OF UXBRIDGE

AND

UXBRIDGE PROFESSIONAL FIRE FIGHTERS/EMT ASSOCIATION

(July 1, 2015- June 30, 2017)

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ARTICLE I: RECOGNITION

Pursuant to M.G.L. Chapter 150E, the Board of Selectmen of the Town of Uxbridge, Massachusetts (the "Employer") recognizes the Uxbridge Professional Fire Fighters/EMT Association, IAFF, PFFM (the "Union") as the sole and exclusive bargaining unit for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

The Bargaining Unit shall consist of all full-time Fire Fighter/EMTs and Captain/EMTs employed by the Town of Uxbridge, but excluding the Fire Chief, part time and all call fire fighters, all management, confidential and casual employees and all other employees of the Town of Uxbridge.

ARTICLE II: EMPLOYEES RIGHT AND REPRESENTATION

Section I. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist in the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union, and acting for the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Fire Department, to the Town Meeting and to members of the General court, or to any other appropriate authority or official, provided the exercise of such rights does not circumvent the tenets of good faith bargaining pursuant to M.G.L. Chapter 150E and attendant Massachusetts Labor Relations Case Law.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with any such group or organization, which would violate any right of the Union under this Agreement. Further, no department official, representative, agent or employee of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.
2. Interfere with the formation, existence, operations, administration or negotiations of the Union.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement.
4. Discriminate against any employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the Union, or in his own behalf, or
5. Refuse to meet and negotiate, or confer on matters with officers or representatives of the Union.

Section 2. The members of the Union Bargaining Committee, not to exceed three (3), exclusive of the President, who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract or supplements thereto.

Section 3. Union officers, representatives or grievance committee members, not to exceed three (3), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the employee or others involved, and to participate in any grievance step as described in Article V hereof, or in arbitration procedures consequent thereupon.

Section 4. Union officers, representatives, or grievance committee members shall be permitted to discuss official union business with employees during work provided such discussion does not interfere with Fire Department business, and shall be permitted to discuss such business with the Chief at all mutually convenient times.

Section 5. Union officers, representatives or grievance committee members, up to a maximum total of three (3), in any one instance, shall be granted leave of absence, without pay but with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, the Town Meeting, the General Court, or other public body subject to the reasonable discretion of the Fire Chief.

ARTICLE III: MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Fire Department operations, working force and facilities are exclusively vested in the Town and their agents. Without limiting the generality of the foregoing, the Town has the right to plan, direct and control the Fire Department operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees for just cause, to evaluate employees, determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively with the Town.

Section 2. Any of the statutory rights, powers and authorities, which the Town had prior to entering into this Collective Bargaining Agreement, are retained by the Town, except as modified by this Agreement.

Section 3. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Town, which may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts.

Section 4. The Union recognizes that the employee's primary employment is as a firefighter/EMT with the Town of Uxbridge. No member of the bargaining unit may be engaged in any other employment, including self-employment, during the tenure of his/her employment as an Uxbridge firefighter/EMT that negatively affects his/her attendance or

performance as a firefighter/EMT. Any firefighter engaged in any outside employment, including self-employment, shall provide prior written notification, and written notification of any substantial changes in the terms, to the Fire Chief of such outside employment. Examples of substantial changes would include an increase/decrease of hours worked, a promotion, or conclusion of employment. Upon request, documentation of hours worked or scheduled shall be provided to the Fire Chief. Failure to abide by this section may result in disciplinary action.

ARTICLE IV: STABILITY AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such terms or conditions, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE V: THE GRIEVANCE PROCEDURE

Step 1. An employee, with or without the Union Steward, shall discuss orally, his/her grievance with the Fire Chief within thirty (30) calendar days of having been or knowledge of having been aggrieved. The Fire Chief's response shall be due, in writing, within ten (10) working days of the oral discussion.

Step 2a. If the matter has not been settled at Step 1, the Union Steward and/or Representative, with or without the aggrieved employee, may submit the grievance to the Town Manager, in writing, within ten (10) working days of the due date of the Fire Chief's response. The Town Manager's decision shall be due within fifteen (15) days of receipt of the grievance.

Step 2b. If the matter has not been settled at Step 2a, the Union Steward and/or Representative, with or without the aggrieved employee, may submit the grievance to the Board of Selectmen, in writing, within ten (10) working days of the due date of the Town Manager's response. The Board of Selectmen's decision shall be due within thirty (30) days of receipt of the grievance.

Step 3. If the grievance has not been resolved at Step 2, the Union and/or the Town may request arbitration through the Commonwealth of Massachusetts Board of Conciliation and Arbitration (CMBCA) or American Arbitration Association (AAA) within thirty (30) days of the due date of the Board of Selectmen's response. A copy of the request for arbitration shall be mailed, by certified mail, to the other party. The decision of the designated arbitrator shall be final and binding on both parties.

The fees and expenses of the CMBCA/AAA arbitrator shall be borne equally by the Union and the Town.

If the employer fails to respond within the specified time limits, the grievance will be moved to the next step. If the Union and/or employee fails to file or move the grievance forward

within the specified time limits, the grievance will be considered dropped or settled consistent with the Employer's last response. All responses must be in writing and within the specified time limits.

ARTICLE VI: PERSONNEL ACTION

No employee shall be removed, reduced in rank, dismissed, discharged, suspended or disciplined except for just cause.

ARTICLE VII: HOURS OF WORK

Section 1. Bargaining Unit members shall be assigned to one of four work groups: Group A, B, C, or D. Members shall work a forty-two (42) hour workweek over an extended cycle as follows:

Sun	Mon	Tue	Wed	Thur	Fri	Sat
A	C	A	C	B	D	B
D	A	C	A	C	B	D
B	D	A	C	A	C	B
D	B	D	A	C	A	C

Section 2. Each group shall work a 24 hour work schedule beginning at 7:00 a.m., based on a one on, one off, one on, five off schedule.

The Chief shall have the discretion to modify the above starting and ending times based on demonstrable operational need. Such modifications shall not be made without ninety (90) days prior notice to the Union and the opportunity to bargain over the impact of said change. Any such modifications shall not be arbitrary, capricious or discriminatory.

Section 3: No shift assignment shall be changed unless twenty eight (28) days prior notice is given.

Section 4. On an employee's night shift, station work shall be done until 11 p.m. After 11 p.m., the employee will be on their own, free to study, read, sleep, etc., within the fire station. All personnel shall be out of the bunk by 7 a.m.

Section 5. In exchange for the Town agreeing to maintain bargaining unit positions at a minimum of ten (10), an additional workgroup (Group E), consisting of two members (E1, E2), shall be assigned to day shifts. Group E members shall work a schedule of four (4) eleven-hour (11) days followed by four (4) consecutive days off. Group E members will assume additional supervisory responsibilities as mutually agreed upon by the Union and the Fire Chief.

Section 6. The work schedule for the Fire Inspector is 8 a.m. to 4 p.m. Monday through Thursday, and 8 a.m. to 2:30 p.m. on Friday.

ARTICLE VIII: OVERTIME AND RECALL

Overtime shall be paid for all hours in excess of a Bargaining Unit member's shift at time and one half (1 ½) the regular hourly rate of pay.

A shift shall be as defined in Article VII, Section 2.

A Bargaining Unit member recalled to duty shall be paid time and one half (1 ½) his/her regular hourly rate of pay for a minimum of one (1) hour for the following callbacks:

- Any available EMT for a medical call, unless paid on a per call basis from the Ambulance payroll;
- Still alarms from 6 a.m. to 6 p.m. Monday through Friday;
- Still alarms during the duty week for the employee's assigned crew or special calls for their assigned crew;
- All Box alarms.

In exchange for the Town agreeing to maintain bargaining unit positions at a minimum of ten (10), emergency recall shall be paid time and one-half (1 ½) hourly rate of pay for a minimum of thirty (30) minutes for the first half hour and hourly thereafter.

When responding to an above "recall", the employee would remain committed to the call until the situation is resolved and all apparatus is back in service, unless released by the Command Officer.

All non-emergency recalls (items not identified above) shall be paid time and one-half (1 ½) his/her regular hourly rate of pay for a minimum of three (3) hours. In exchange for the Town agreeing to maintain bargaining unit positions at a minimum of ten (10), minimum non-emergency/non-forced recall shall be paid time and one-half (1 ½) hourly rate of pay for a minimum of one (1) hour.

A member held over from his/her shift, or whose overtime recall merges with the beginning of a shift shall be paid for overtime worked in one (1) hour minimum increments. In exchange for the Town agreeing to maintain bargaining unit positions at a minimum of ten (10), hold over shall be paid time and one-half (1 ½) hourly rate of pay for a minimum of thirty (30) minutes for the first half hour and hourly thereafter.

Bargaining Unit members shall continue to be allowed to swap shifts so long as the swaps do not result in overtime to the town.

The scheduled work shift or tour of duty of individual employees or groups of employees shall not be changed or altered for the purpose of avoiding overtime.

Compensatory time shall not be allowed except with the specific written agreement of the Union.

Bargaining unit members shall have the right of first refusal for filling another bargaining unit member's shift that is open due to any type of leave time.

A bargaining unit member may be allowed to work a scheduled shift up to 32 consecutive hours, however no member shall be forced to work a scheduled shift of more than 24 consecutive hours.

ARTICLE IX: COURT TIME, JURY DUTY

Section 1. Any Bargaining Unit employee while off duty summoned to court in relationship to the employees duty as a Fire Fighter/EMT with the Town of Uxbridge shall be paid time and one half (1 ½) his or her regular hourly rate of pay for the hours in court and travel time.

Section 2. Any member of the Bargaining Unit who is called to jury duty shall be granted leave with no loss of pay. All compensation received by the employee for appearance time in court shall be remitted to the Town.

Section 3. Members shall not be required to work from 11 p.m. to 7 a.m. on the night tour prior to any day on Jury Duty or attendance in court in response to a summons from the Court related to the employee's duty as a Fire Fighter/EMT with the Town of Uxbridge.

ARTICLE X: VACATIONS

Section 1. The vacation year shall be the period of July 1 to June 30, inclusive. Each employee will be credited with vacation leave as follows:

- > Six months, but less than one year-48 hours
- > One year, but less than five years-96 hours
- > Five years, but less than ten years-144 hours
- > Ten years, but less than fifteen years-192 hours
- > Fifteen years or more-240 hours

Section 2. Vacation leave must be taken during the year earned and cannot be cumulative except by special permission of the Fire Chief due to unusual circumstances. The Town agrees to allow a bargaining unit member who was not able to use all accrued vacation time before June 30 due to being out on injured-on-duty status, to carry over fifty percent of their accrued vacation time into the next fiscal year, with the maximum carryover being 96 hours. Reasonable attempts must be made to schedule and use the accrued vacation time prior to June 30 upon return from injured-on-duty status. In the event that accrued vacation time is carried over due to injury on duty, all such carried over vacation time must be used prior to December 31 of the same calendar year.

Each employee shall be entitled to at least forty-eight hours of vacation leave during the summer period. Only one employee per shift may be on vacation at the same time and the senior employee will have preference if two or more employees request leave for the same period, provided the request is submitted forty-five days or more in advance. The Fire Inspector shift is considered a different shift for purposes of vacation. A vacation request if submitted less than forty-five days in advance shall be granted on a first come - first served basis. Employees must give at least three days notice to the Fire Chief to be considered for vacation leave. In the event such notice is less than 3 days prior, vacation leave will not be approved until a backfill is assured and shall not cause "forced overtime" to be incurred.

Section 3. The Bargaining Unit member may receive a payment based on their hourly rate for unused vacation time up to fifty percent (50%) of unused vacation time. Such request must be submitted to the Fire Chief in writing on or before March 31 of each year.

ARTICLE XI: HOLIDAYS

Section 1. The following days shall be considered for the purpose enumerated below:

New Year's Day
Columbus Day
Memorial Day
Independence Day
Easter Day

Labor Day
President's Day
Thanksgiving Day
Christmas Day

Martin Luther King Day
Veteran's Day
Day after Thanksgiving Day
Patriot's Day

For the purpose of this article the holiday shall be the twenty-four (24) hour period commencing at 12:01 AM.

Section 2. Each employee shall receive, for each such holiday in addition to his or her regular weekly compensation an additional day's pay, computed as one-fifth (1/5) of his/her regular weekly compensation. Due to the Fire Inspector shift schedule, the Fire Inspector shall not be paid for holidays, but instead will have holidays off with pay. In the event the holiday falls on a Saturday, the Fire Inspector will have the Friday before off, if it falls on a Sunday, the Fire Inspector will have the Monday off.

ARTICLE XII: FUNERAL LEAVE

In the event of the death of a spouse or a child, the employee shall be entitled to receive, exclusive of the day of death, the next five (5) days off without loss of pay or benefits for the purpose of attending funeral services or arranging for burial, and as a period of bereavement.

In the event of a death of a father, mother, sister, brother, grandparent, father-in-law, mother-in-law, or any person, whether adopted, step or foster residing with the family of an employee, such employee shall be entitled to receive, exclusive of the day of death, the next three (3) days off without loss of pay or benefits, for the purpose of attending funeral services or arranging for burial, and as a period of bereavement.

In the event of the death of a brother-in-law, sister-in-law, aunt/uncle, nephew or niece such employee shall be entitled to receive exclusive of the day of death, one day off without loss of pay or benefits for the purpose of attending funeral services or arranging burial and a period of bereavement.

For the purposes of this Article the words "person residing with the family of the employee" shall be deemed to refer to: (a) a blood or non-blood relative who is domiciled with the family of an employee or (b) any person who lives with the family of, and is dependent upon such employee.

It is understood that these days are calendar days and will include days off falling within such period; said days shall commence following death of any person above referred to, or if any such person dies outside the Commonwealth, said days leave shall commence from the date the body of such deceased person is brought to a funeral home within the Commonwealth. Leave without loss of pay under this section shall not be deducted from sick leave, personal leave or vacation leave.

The Fire Chief may exercise discretion under unusual circumstances, without setting precedence, to allow days off to meet the intent of this Article.

ARTICLE XIII: SICK LEAVE

Sickness and disability compensation shall be paid to the employees, provided however, that the following section be incorporated:

For the purpose of this section, a "calendar year" shall be from July 1st of one year to June 30th of the next.

1. Sick leave shall accrue at the rate of 15 hours for each month of service with a maximum of one hundred and eighty (180) hours per year of employment. Sick leave credit will begin on the first day of the first month in which the employee is employed. Sick leave may be accumulated to a maximum of two thousand two hundred and twenty (2,220) hours.
2. Employees may be required to submit, upon the request of the Fire Chief, a doctor's certificate of proof of illness or injury. It is understood that the Fire Chief will not be arbitrary and capricious in requesting a doctor's certificate and that no across the board rule requiring doctor's certificates will be adopted. It is further agreed upon that the Town of Uxbridge will pay for such doctor's visit. Sick leave shall be absence from duty for personal illness or injury not sustained in the line of duty for which the employee is entitled to compensation as an employee of the Town of Uxbridge under the provisions of this Agreement.
3. If a question exists as to whether an employee is entitled to compensation under Chapter 41, Sec.111 F Massachusetts General Laws it is agreed that pending resolution of said question the employee may draw from the sick leave benefits.
4. In the event that after resolution he or she receives injured-on-duty leave, sick leave credit equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation.
5. Notification of illness or injury must be made as early as possible, but no later than the time of reporting to work on the first day of illness or injury. Notification shall be given to the Fire Chief or his designee. If a bargaining unit member is out sick for more than 96 consecutive hours, the bargaining unit member will stop accruing sick and vacation time until such time as the bargaining unit member returns to duty, at which time the accrual of earned time will resume.
6. At the time of retirement from service (defined as the member meets the requirements for retirement as defined by the state/county retirement system) with the Uxbridge Fire Department an employee shall receive 50% of all accumulated sick leave, not to exceed 540 hours wages of their straight time hourly rate of pay at time of retirement providing that they have completed 5 years of service with the Uxbridge Fire Department. Upon the death of an employee (prior to retirement), his or her heirs shall be paid 50% of all accumulated sick leave up to the maximum allowed 540 hours.
7. Any employee using five or less sick occurrences during a calendar year shall be entitled to additional Personal hours as follows:

- a) An employee using zero (0) sick occurrences during a calendar year shall be entitled to sixty (60) additional Personal hours during the following year:
- b) An employee using one (1) sick occurrence during a calendar year shall be entitled to forty-eight (48) additional Personal hours during the following year;
- c) An employee using two (2) sick occurrences during a calendar year shall be entitled to thirty-six (36) additional Personal hours during the following year;
- d) An employee using three (3) sick occurrences during a calendar year shall be entitled to twenty-four (24) additional Personal hours during the following year;
- e) An employee using four (4) sick occurrences during a calendar year shall be entitled to twelve (12) additional Personal hours during the following year.

Said additional Personal hours shall not be deducted from the employee's regular days on; vacation time, nor any other present benefit.

For the purpose of this section a "calendar year" shall be from July 1st of one year to June 30th of the next.

ARTICLE XIV: LAY OFF

Before laying off an employee for lack of work or funding, the employer will give to the employee, more than thirty (30) calendar days before the date of the proposed lay off, a written notice containing the proposed date of the lay off and the reason for the lay off.

ARTICLE XV: PERSONAL LEAVE

Each employee shall receive yearly, thirty-six (36) personal hours off without loss of benefits. Employees may select these hours by giving notice to the Fire Chief but in the event such notice is less than 3 days prior personal leave will not be approved until a backfill has been assured and shall not cause "forced overtime" to be incurred.

ARTICLE XVI: COMPENSATION

Section 1. The attached wage schedule reflects a two percent (2%) increase effective July 1, 2015, and a two percent (2%) increase effective July 1, 2016.

ARTICLE XVII: PAYING FIRE DETAILS

The following procedures shall be adhered to in the assignment and according to all paying fire details:

- A. All employees (regular) will signify in writing from time to time their desire to accept or not to accept paying fire details, which shall be voluntary, and a current file on this subject will

be maintained at fire headquarters and made available upon request to the Union.

- B. The exchanging of paying details or the use of substitutes between such employees is permitted if the officer assigning details as hereinafter mentioned shall make re-assignment accordingly.
- C. All assignments shall be made by an (officer) individual designated by and responsible to the Chief for the equitable and fair distribution of such details.

All details will be distributed to employees fairly and equitably as to the number of details, hours and compensation thereof, and averaged on a continuing monthly basis for the purposes of this sub-paragraph. Employees shall be given the maximum possible advance notice of paying detail assignments.

Any employee who refused a paying detail shall not be removed from the detail list, but any such refusal shall be recorded for purpose of detailing assignment as a detail actually worked under the heading "detail refusal" (DR) with the detail hours thereof noted, in determining the equitable and fair distribution of details to such employee.

- D. Such Fire Fighter so assigned shall be responsible for having recorded all paying details and shall have such assignment posted on detail distribution forms acceptable to the parties, daily for the attention of all employees, and said forms placed on a bulletin board in the station.

Said forms shall contain sufficient information to determine whether detail assignments are being made in accordance with the provisions of the Article, and shall include, among other information, the employee's name, details worked, name of person, firm, corporation or entity served, number of hours worked, type of detail, compensation received per detail, detail refusals and applicable dates.

- E. Any employee who performs a paying detail not officially assigned by such superior officer and recorded and reported as required by the Agreement will not be protected by the provisions of M.G.L. Chapter 41, Section 100, as amended.
- F. Any employee's claim that he has not received his fair share of details pursuant to the provisions of the Article shall constitute a grievance under this Agreement.
- G. Detail distribution forms shall be official record of the department and shall be made available to the Union for its inspection and use upon its request when and if removed from the bulletin board or other place of posting.
- H. Bargaining Unit members of the Fire Department shall have the right of first refusal of all paying details.
- I. No paying detail assignments shall be made until the persons, firm, corporation or entity requesting or required to have such detail has agreed to pay the following rates of pay per employee therefore:

- 1. Extra paid details shall be paid at the rate of \$40.00/hour, excepting that extra paid detail shall be paid at the rate of \$60.00/hour for the time period beginning at 6 P.M. on Friday

and ending at 12:01 A.M. on Monday. Extra paid details on Holidays (as defined in Article XI) shall be paid at the rate of \$60.00/hour, notwithstanding the time or day of the week. Except as noted below, all extra paid details shall be subject to a 4 hour minimum.

Notwithstanding the above section the extra paid detail rate for Town of Uxbridge sponsored events shall remain at \$40.00/hour. Town of Uxbridge sponsored events shall not be subject to the 4 hour minimum.

2. After eight consecutive detail hours, the rate for extra paid details shall increase to 1.5 times the applicable rate as determined above.

ARTICLE XVIII: CLOTHING ALLOWANCE

Effective 7/1/08, the Town shall pay and will provide yearly clothing allowances of \$700.00. However, at the option of the employee, this amount can be requested as a payment to the employee (for which the union understands is a taxable event). The Union understands management's right to enforce, up to and including a disciplinary process, the uniform requirements as agreed upon through the process identified herein.

The Town will continue to provide and issue protective clothing and turnout gear. The clothing allowance amount shall be prorated for new employees and employees who terminate their fulltime employment during the year. It is agreed any overpayment made to an employee who is terminating their fulltime employment will be returned to the Town.

The Town agrees to provide initial uniforms to consist of two (2) shirts, two (2) pants, a pair of uniform boots, and a belt.

The Town and the Union shall establish a joint clothing committee, which shall meet periodically to make recommendations as to the uniform requirements. The committee shall consist of one member representing the Chief, one member representing the Union, and one member representing the Select Board.

ARTICLE XIX: PROBATIONARY PERIOD

Each newly hired employee shall serve a probationary period. The probationary period shall start on the date of hire by the Town and continue for twelve (12) months.

Probationary employees shall not have seniority rights and may be disciplined including discharge, at the discretion of the Town, such action shall not be subject to the provisions of Article V, Grievance Procedure, of this Agreement. After successfully completing the probationary period the employee shall be entitled to the full provisions of Article V.

ARTICLE XX: EMERGENCY MEDICAL TRAINING

Section 1. Emergency Medical Training

The members of the Bargaining Unit must maintain certification as an EMT-Basic as a condition of continued employment by the Town.

Section 2. EMT Recertification

The Town will pay the EMT and Paramedic recertification fees.

Section 3. EMT Refresher

The Town will either; (1) offer training classes covering the National Continued Competency Requirements and Local Continued Competency Requirements free of charge to Bargaining Unit members and allow attendance if on duty; or (2) if the Town does not offer training classes as identified in item (1), the Town will pay the fee, and allow paid excused time off if needed, for the Bargaining Unit member to attend the training identified in item (1) that was not offered, at another location.

For clarity, the required courses include Advanced Cardiac Life Support refresher class for those EMT levels that require it. In addition, the Town will sponsor a Pediatric Advanced Life Support refresher or pay the fee and allow time off for a refresher outside of the Department. It is understood that if the Town holds the above courses and an employee chooses not to attend, the Town's responsibility has been met. If the Town's Medical Director requires training/certification above the required state certifications, the Town will cover these requirements as stated above for refresher courses.

ARTICLE XXI: NO STRIKE CLAUSE

Section 1. There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sit-downs or slowdowns, picketing or any interference with the Town's operations, whether direct or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

Section 2. The Union, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of paragraph 1 of this Article, including but not limited to, publicly declaring that such action is in violation of the Agreement and by instruction and directing the employees to cease such improper conduct and that work be fully resumed.

Section 3. Employees who violate this Article will be subject to disciplinary action including the termination of their employment, in accordance with the just cause standard.

Section 4. The Town will have the right to file for arbitration pursuant to Article V for violations of the Article, independent of any individual disciplinary action.

ARTICLE XXII: MISCELLANEOUS

Section 1. Mileage to be paid in accordance with town policy for travel, in their personal vehicle, incurred while on official business assigned by the Chief.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Chief or Board of Selectmen.

Section 3. In the event that any statute(s), by-law(s), or action(s) of the Town Meeting for the Town relating to the affected employees of the fire department provides or sets forth benefits or terms in excess of, or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), ordinance(s), by-law(s), or action(s) of the Town Meeting of the Town shall prevail and be applicable as terms and conditions of this Agreement.

Section 4. Employee Personnel Record: The members of the bargaining unit shall be entitled to inspect their personnel file at any reasonable time. Employees shall be notified when any item is added to their personnel file.

Section 5. Training: Bargaining Unit members may attend up to 16 scheduled hours of non-departmental training per year, subject to approval of the Chief. If the training occurs off-shift, the training class hours will be paid at the member's regular hourly rate of pay, not at an overtime rate. There is no compensation for travel time.

Section 6. Payroll: Effective 7/1/15, the Town can replace paper paychecks with electronic deposit. On or anytime after 7/1/15, The town can implement bi-weekly payroll. The intent of the Town is to implement with all Town Employees. The Town will provide appropriate training.

ARTICLE XXIII: SEVERABILITY OF PROVISIONS

If any provisions of this Agreement, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXIV: DEDUCTION OF DUES AND AGENCY FEES

Section 1. The Town shall, subject to the provisions of General Laws, Chapter 150 E, deduct Union dues, agency fees and/or assessment upon receipt of a signed authorization card from members of the Union. The Town shall forward to the Treasurer of the Union such deductions each month following the month of deductions.

Section 2. There shall be an agency fee equal to union dues. The weekly payment of the agency fee shall be a condition of employment. An employee may request a rebate of any portion of the fee to which he may be entitled under law.

Section 3. The Union shall indemnify and hold harmless against any and all claims, demands suits and other forms of liability which may arise by reason of any action taken in making decisions and remitting same to the Union pursuant to this Article.

ARTICLE XXV: INSURANCE COVERAGE

Employees under the jurisdiction of this Agreement shall be covered by the Town's contributory Group Health and Life Insurance plans. It is agreed that the Town will grant to the employees covered by this Agreement any and all improvements in insurance benefits offered to other

Town employees.

The Town will have the discretion to select the plan(s) and/or vendor(s) with the caveat that any plan selected would have to be substantially equivalent to that currently in effect and provide the same opportunity for choice currently available to bargaining unit members and would require continued use of the advisory committee and recognize the Union's right to bargain over the impact of any change.

The Town contribution for group health insurance shall be 75% and the employee contribution shall be 25% for employees hired before July 1, 2008. For employees hired after July 1, 2008, the Town's contribution for group health insurance shall be 70% and the employee contribution shall be 30%. The employee's contribution shall be deducted in equal amounts from each paycheck. The employee shall be entitled to receive either individual or family coverage.

The Union shall designate the Union President as the Union's representative to the Chapter 32B Insurance Advisory Committee.

ARTICLE XXVI: EXPRESSED WAIVER CLAUSE

Section 1. The Parties to this Agreement hereby expressly waive any right to require the other to discuss, negotiate or bargain on any subject matter, demands or proposals, whether or not raised, discussed or negotiated upon during the negotiations leading to this Agreement and whether or not covered by any of the terms and provisions of this Agreement.

Section 2. The parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours and working conditions of employment of employees covered that are to govern during the terms of this Agreement; and no other terms or conditions shall be added to or subtracted from this Agreement during its term, by arbitration or otherwise.

ARTICLE XXVII: CONTRACTING AND SUBCONTRACTING

The Employer shall be allowed to contract or sub-contract out any work normally performed by Town employees covered by this Agreement, based on operational and/or economic need provided such action shall not result in the lay-off or reduction of hours of bargaining unit employees or an elimination of bargaining unit positions.

The parties agree that this Article does not supercede the bargaining unit member's right of first refusal for filling another bargaining unit member's shift that is open due to any type of leave time.

ARTICLE XXVIII: RESIDENCY

Section 1. The bargaining unit member, upon completion of the probationary period, shall reside within 15 geographic (air) miles of the Uxbridge town border. Said distance shall be measured from the closest border limits of Uxbridge to the closest border limits of the city or town in which said member lives.

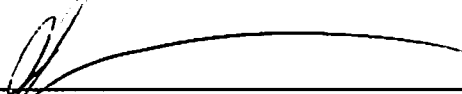
ARTICLE XXIX: DURATION OF AGREEMENT

Section 1. This Agreement shall take effect as of July 1, 2015, and shall continue in force and effect to and including June 30, 2017, a period of two (2) years. It is further agreed that if no new Agreement has been signed prior to said expiration date; this Agreement will remain in full force and effect until such new Agreement has been signed. The parties agree to a re-opener clause that solely pertains to further discussion of adding staffing or requiring backfill of leave time.

Section 2. On or after December 1, 2016 the Union shall notify the Town of its proposals for a new Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this section shall be accomplished by the Union's delivery of a copy of said proposals to the Town Manager.

SIGNATURE PAGE

UXBRIDGE PROFESSIONAL FIRE FIGHTER/EMT ASSOCIATION



J. Michael Vezina, President

8-5-15
Date



David Genereux, Town Manager

8/3/15
Date

Appendix A - Wage Schedule

July 1, 2015

	Step 1	Step 2	Step 3	Step 4	
Basic	\$23.51	\$24.68	\$25.92	\$27.21	(hourly)
	\$987.46	\$1036.73	\$1,088.56	\$1,142.97	(weekly)
	\$25.65	\$26.93	\$28.27	\$29.69	(group E)
Intermediate	\$24.68	\$25.92	\$27.21	\$28.57	(hourly)
	\$1036.73	\$1,088.56	\$1,142.97	\$1,199.95	(weekly)
	\$26.93	\$28.27	\$29.69	\$31.17	(group E)
Paramedic	\$25.92	\$27.21	\$28.57	\$30.00	(hourly)
	\$1,088.56	\$1,142.97	\$1,199.95	\$1,259.92	(weekly)
	\$28.27	\$29.69	\$31.17	\$32.73	(group E)

July 1, 2016

	Step 1	Step 2	Step 3	Step 4	
Basic	\$23.98	\$25.18	\$26.44	\$27.76	(hourly)
	\$1,007.21	\$1,057.46	\$1,110.33	\$1,165.83	(weekly)
	\$25.15	\$27.47	\$28.84	\$30.28	(group E)
Intermediate	\$25.18	\$26.44	\$27.76	\$29.14	(hourly)
	\$1,057.46	\$1,110.33	\$1,165.83	\$1,223.95	(weekly)
	\$27.47	\$28.84	\$30.28	\$31.79	(group E)
Paramedic	\$26.44	\$27.76	\$29.14	\$30.60	(hourly)
	\$1,110.33	\$1,165.83	\$1,223.95	\$1,285.12	(weekly)
	\$28.84	\$30.28	\$31.79	\$33.38	(group E)

The Fire Inspector's work week is 38.5 hours per week, the same as the Group E. Therefore, the Fire Inspector's hourly rate will be the Group E rate. In addition, the Fire Inspector shall be paid an additional \$5,000 a year that will be calculated to an hourly rate and added to the appropriate hourly rate of the above schedule.

Wage Appendix Notes:

Regardless of how depicted, all wages are based on an hourly basis.

New employees may be placed in an appropriate step depending on documented experience and certification. Upon attaining Massachusetts State certification in an advanced medical level (Intermediate or Paramedic) a firefighter will be placed on the same step in the wage schedule as the prior placement in the previously held certification. Upon meeting requirements for advancement in relation to education/certification step level, a fire fighter will be moved to that attained step for the individual's current level of EMT certification.

Longevity pay: hourly rates in the wage schedule will be increased \$0.30 per hour after service of seven years but less than twelve years, and \$0.70 after completion of twelve years service to the Town. The \$0.70 per hour after twelve years is \$0.40 in addition to the \$0.30 per hour added after seven years service for a total longevity pay increase of \$0.70 per hour. Hourly rates will be increased by an additional \$0.30 after 20 years of service.

Officer pay: annual stipend for specific rank within the Fire Department Wage Schedule will be calculated to an hourly wage and added to the hourly rate for the employee's appropriate step. Notwithstanding the previous statement, the stipend for the position of Deputy Chief will be \$2,700.00, Captain will be \$1942.00, and Lieutenant will be \$850.00. Nothing in this contract shall prohibit or require appointment to an officer vacancy from within the bargaining unit.

On-call pay: annual stipend for firefighter will be paid to members not receiving Officer pay as outlined above on a quarterly basis upon meeting the criteria established by the Fire Chief pertaining to expectation of department members fulfilling on-call duty responsibility.

Advancement through steps shall be based on the following;

Step 1: entry level Firefighter/EMT requiring Firefighter I/II certification and State EMT certification.

Step 2: Upon completion of one year of service; and any tier of requirements below.

Step 3: Upon completion of Step 2 requirements and one additional tier of requirements below

Step 4: Upon completion of Step 3 requirements and one additional tier of requirements below

Tier A: completed HAZMAT operational training; and certification to level of Fire Inspector I (or credential as Fire Prevention Officer I); and Driver Operator / Pumper or Driver Operator/Ladder. Completion of Massachusetts Firefighting Academy Recruit Program may be substituted for HAZMAT and Fire Inspector I requirements.

Tier B: certification to level of Fire Officer I; and Fire Instructor I or Public Fire and Life Safety Educator; and Driver Operator / Pumper or Driver Operator / Ladder. An Associate's Degree in Fire Science may be substituted for the certifications required.

Tier C: certification to the level in any three of the following categories- Fire Officer II, Fire Instructor II, Fire Inspector II (or credentialed as Fire Prevention Officer II), Fire Investigator, HAZMAT Technician, or Safety Officer. A Bachelor's Degree in a fire, emergency management or public administration field may be substituted for two of the three

certifications. A Master's Degree in any of these fields may be substituted for all three.

Note: Completion of Emergency Vehicle Operator – Advanced training, completion of Motor Pump Operator or Aerial Ladder classes, and passing a written test on respective texts to be given annually by the Department may be substituted for the Driver Operator certifications.

Degrees considered for the requirements in the tiers above shall be issued by a regionally accredited institution of higher education. A certification used to fulfill any tier shall not be considered for meeting the criteria of any other tier.

In the event any of the required certifications is removed or replaced, another certification may be inserted upon mutual agreement of both parties.