

AGREEMENT

BETWEEN

THE TOWN OF UXBRIDGE

AND

UXBRIDGE PROFESSIONAL FIRE FIGHTERS/EMT ASSOCIATION

(July 1, 2023 – June 30, 2026)

| | | |
|-------------|---|----|
| Article 1. | RECOGNITION | 3 |
| Article 2. | EMPLOYEES RIGHT AND RESPRESENTATION | 3 |
| Article 3. | MANAGEMENT RIGHTS | 4 |
| Article 4. | STABILITY AGREEMENT | 5 |
| Article 5. | THE GRIEVANCE PROCEDURE | 5 |
| Article 6. | PERSONNEL ACTION | 6 |
| Article 7. | HOURS OF WORK | 6 |
| Article 8. | OVERTIME AND RECALL | 6 |
| Article 9. | COURT TIME, JURY DUTY | 8 |
| Article 10. | VACATIONS | 8 |
| Article 11. | HOLIDAYS | 9 |
| Article 12. | FUNERAL LEAVE | 9 |
| Article 13. | SICK LEAVE | 10 |
| Article 14. | LAY OFF | 11 |
| Article 15. | PERSONAL LEAVE | 11 |
| Article 16. | COMPENSATION | 12 |
| Article 17. | PAYING FIRE DETAILS | 13 |
| Article 18. | CLOTHING ALLOWANCE | 14 |
| Article 19. | PROBATIONARY PERIOD | 15 |
| Article 20. | EMERGENCY MEDICAL TRAINING | 15 |
| Article 21. | NO STRIKE CLAUSE | 15 |
| Article 22. | MISCELLANEOUS | 16 |
| Article 23. | SEVERABILITY OF PROVISIONS | 17 |
| Article 24. | DEDUCTION OF DUES | 17 |
| Article 25. | INSURANCE COVERAGE | 17 |
| Article 26. | EXPRESSED WAIVER CLAUSE | 17 |
| Article 27. | CONTRACTING AND SUBCONTRACTING | 18 |
| Article 28. | RESIDENCY | 18 |
| Article 29. | OFFICERS | 18 |
| Article 30. | RESERVED..... | 19 |
| Article 31. | DURATION OF AGREEMENT | 19 |

Article 1. RECOGNITION

Section 1.01 Pursuant to M.G.L Chapter 150E, the Board of Selectman 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 purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

Section 1.02 The Bargaining Unit shall consist of all full-time Fire Fighters/EMTs, Lieutenant/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 2. EMPLOYEES RIGHT AND REPRESENTATION

Section 2.01 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.

Section 2.02 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 arrangements 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:

Section 2.02.1 Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.

Section 2.02.2 Interfere with the formation, existence, operations, administration, or negotiations of the Union.

Section 2.02.3 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.

Section 2.02.4 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

Section 2.02.5 Refuse to meet and negotiate or confer on matters with officers or representatives of the Union.

Section 2.03 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 2.04 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 5 hereof, or in arbitration procedures consequent thereupon.

Section 2.05 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 2.06 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 3. MANAGEMENT RIGHTS

Section 3.01 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 3.02 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 3.03 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 3.04 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 4. STABILITY AGREEMENT

Section 4.01 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 4.02 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 5. THE GRIEVANCE PROCEDURE

Step 1. An employee, with or without the Union Steward, shall discuss orally and give in writing, his/her grievance with the Fire Chief within thirty (30) calendar days of having been or knowledge of having been aggrieved. The Fire Chiefs response shall be due, in writing, within fourteen (14) calendar 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 fourteen (14) calendar days of the due date of the Fire Chief's response. The Town Manager's decision shall be due within fifteen (15) calendar 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 fourteen (14) calendar days of the due date of the Town Manager's response. The Board of Selectmen's decision shall be due within thirty (30) calendar 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) calendar 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.

Section 5.01 The fees and expenses of the CMBCA/AAA arbitrator shall be borne equally by the Union and the Town.

Section 5.02 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 6. PERSONNEL ACTION

Section 6.01 No employee shall be removed, reduced in rank, dismissed, discharged, suspended or disciplined except for just cause.

Article 7. HOURS OF WORK

Section 7.01 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 tour over an extended cycle as follows:

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------------|---------------|----------------|------------------|-----------------|---------------|-----------------|
| 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 7.02 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.

Section 7.03 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 7.04 No shift assignment shall be changed unless twenty-eight (28) days prior notice is given.

Section 7.05 All station work, assigned tasks, and training are to be complete before using the day room or bunk rooms outside of lunch or dinner. Employees should be out of bunk rooms in time to ensure the station trash is emptied to the dumpster, the kitchen is clean, and the ambulances and apparatus are cleaned and ready for the incoming shift. The time necessary will be left to the discretion of the shift officer.

Section 7.06 The Town agrees to maintain bargaining unit positions at a minimum of Twenty-three (23).

Section 7.07 The tour 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.

Section 7.08 The town agrees to maintain a minimum of four paramedic positions per shift, a total of sixteen (16) paramedic positions (excludes E-shift & Fire Inspector). Any positions above the sixteen Paramedic positions will be maintained at EMT-B. Any EMT earning Paramedic certification will be paid as a Paramedic.

Section 7.09 The E-Shift tour will be an alternating rotation of four (4) days on, 4 (four) days off from 0700 to 1800 daily. This results in an average work week of 38.5 hours over an 8-week period. E-shift pay will be reflected in the wage schedule.

Article 8. OVERTIME AND RECALL

Section 8.01 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.

Section 8.02 A shift shall be as defined in Section 7.02.

Section 8.03 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 two (2) hours for the following callbacks:

Section 8.03.1 Any available EMT for a medical call, unless paid on a per call basis from the Ambulance payroll;

Section 8.03.2 If the employee serves on the on-call side of the department, still alarms for the employee's assigned crew or special calls for their assigned crew;

Section 8.03.3 Recalls issued and answered per department procedures and guidelines.

Section 8.03.4 All Box alarms.

Section 8.04 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.

Section 8.05 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 two (2) hours.

Section 8.06 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.

Section 8.07 Bargaining Unit members shall continue to be allowed to swap shifts so long as the swaps do not result in overtime to the town. In the Event that a career officer swaps shifts with a non-officer then the Fire Chief or their designee will select a member to act as the PIC, however no PIC pay will be caused if the swap is the reason there is no officer on duty. This will not apply in the event that leave hours being taken caused the absence of an officer.

Section 8.08 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.

Section 8.09 Compensatory time shall not be allowed except with the specific written agreement of the Union.

Section 8.10 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.

Section 8.11 A bargaining unit member may be allowed to work a scheduled shift up to 40 consecutive hours; however, no member shall be forced to work the eight (8) hour shift prior to a scheduled shift of 24 consecutive hours or more.

Section 8.12 Any unit member who works a shift of 40 consecutive hours shall be required to have an 8-hour cooling off period where they will not be eligible to work any scheduled shifts.

Section 8.13 When a unit member is on a shift length of greater than 24 hours and the Chief or their designee believes that the unit member on the extended shift length is too compromised to function effectively in their role as a firefighter or paramedic, the Chief or their designee shall

have the right to place the member on a temporary break for the purpose of rest, or to send the unit member home for the remainder of the extended shift.

Section 8.14 Minimum shift staffing will be maintained at one less than maximum shift staffing. E-Shift personnel may be counted towards the minimum staffing unless a “sick-out” causes a staffing shortage below the minimum staffing.

Article 9. COURT TIME, JURY DUTY

Section 9.01 Any Bargaining Unit employee while off duty summoned to court in relationship to the employee’s 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 9.02 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 9.03 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 10. VACATIONS

Section 10.01 The vacation year shall be the period of July 1 to June 30, inclusive. Each employee will be credited with vacation leave as follows:

- a) Six months, but less than one year - 48 hours
- b) One year, but less than five years-96 hours
- c) Five years, but less than ten years-144 hours
- d) Ten years, but less than fifteen years-192 hours
- e) Fifteen years or more-240 hours

Section 10.02 Vacation leave must be taken in one-hour increments (exception: The Fire Inspector may take the entire shift off on Friday) and 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 vacation time before June 30 due to being out on injured-on-duty status, to carry over fifty percent of their vacation time into the next fiscal year, with the maximum carryover being 96 hours. Reasonable attempts must be made to schedule and use the vacation time prior to June 30 upon return from injured-on-duty status. In the event that 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.

Section 10.03 Each employee shall be entitled to at least forty-eight hours of vacation leave during the summer period. Two employees per shift may be on vacation at the same time and the senior employee will have preference if more employees request leave for the same period, provided the request is submitted forty-five days or more in advance. The Fire Inspector and E-shift are 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 10.04 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. Employees may carry over up to 48 hours per year (unless IOD then Section 10.02 applies), all such carried over vacation time must be used prior to December 31 of the same calendar year.

Article 11. HOLIDAYS

Section 11.01 The following days shall be considered for the purpose enumerated below:

| | | |
|----------------|----------------------------|------------------|
| New Year's Day | Martin Luther King Jr. Day | President's Day |
| Easter | Patriot's Day | Memorial Day |
| Juneteenth | Independence Day | Labor Day |
| Columbus Day | Veteran's Day | Thanksgiving Day |
| Christmas Day | | |

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

Section 11.02 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 12. FUNERAL LEAVE

Section 12.01 In the event of the death of a spouse/ partner or a child, the employee shall be entitled to receive, exclusive of the day of death, the next two (2) tours maximum of 96 hours off without loss of pay or benefits for the purpose of attending funeral services or arranging for burial, and as a period of bereavement.

Section 12.02 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 tour maximum of 48 hours off without loss of pay or benefits, for the purpose of attending funeral services or arranging for burial, and as a period of bereavement.

Section 12.03 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 shift maximum of 24 hours off without loss of pay or benefits for the purpose of attending funeral services or arranging burial and a period of bereavement.

Section 12.04 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.

Section 12.05 Leave without loss of pay under this section shall not be deducted from sick leave, personal leave or vacation leave.

Section 12.06 The Fire Chief may exercise discretion under unusual circumstances, without setting precedence, to allow days off to meet the intent of this Article.

Article 13. SICK LEAVE

Section 13.01 Sickness and disability compensation shall be paid to the employees, provided however, that the following section be incorporated:

Section 13.02 For the purpose of this section, a "calendar year" shall be from July 1st of one year to June 30th of the next.

Section 13.03 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 full 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.

Section 13.04 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.

Section 13.05 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.

Section 13.06 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.

Section 13.07 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.

Section 13.08 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.

Section 13.09 Any employee using four or less sick occurrences during a calendar year shall be entitled to additional Personal hours as follows:

Section 13.09.1 An employee using zero (0) sick occurrences during a calendar year shall be entitled to sixty (60) additional Personal hours during the following year;

Section 13.09.2 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;

Section 13.09.3 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;

Section 13.09.4 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;

Section 13.09.5 An employee using four (4) sick occurrences during a calendar year shall be entitled to twelve (12) additional Personal hours during the following year.

Section 13.10 Sick bank:

Section 13.10.1 There shall be a sick bank for the use of the bargaining unit employees in the event of extended illness or injury which has depleted the employee's personal sick leave accumulation. The sick leave bank shall be excluded from the Grievance/Arbitration procedure. Effective the date of this agreement, there will be a sick leave bank filled by the sick leave hours of bargaining unit members. Members shall donate hours to the sick bank the end of each fiscal year as agreed to by a vote at the June Union Meeting. Members shall be able to donate hours to the sick bank at the bargaining unit members' request.

Section 13.10.2 Any employee who has used up his/her accumulated sick time and is not covered elsewhere in this Memorandum shall be eligible to apply for use of the Sick Time Bank.

Section 13.10.3 Approval for the use of the Sick bank shall occur by a 2/3 vote of a Sick Bank Committee consisted of 2 Union Officers and the Chief of the Department. A member applying for use of the sick bank may not sit or vote on the Sick Bank Committee.

Article 14. LAY OFF

Section 14.01 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 layoff.

Article 15. PERSONAL LEAVE

Section 15.01 Each employee shall receive yearly, thirty-six (36) personal hours off without loss of benefits. Employees may select these hours in one-hour increments (exception: The Fire Inspector may take the entire shift off on Friday).

Section 15.02 Union Leave Bank. Thirty-two (32) hours of paid leave shall be provided for use by the Union leadership or their designee(s) for the purpose of attending union functions and/or conventions without loss of pay. These hours are intended to be 32 hours split between Union Leadership or their designee as needed and not per member.

Article 16. COMPENSATION

Section 16.01 The wage schedule reflects a three percent (3%) increase on July 1, 2023, a three percent (3%) increase on July 1, 2024, and a three percent (3%) increase on July 1, 2025.

WAGE SCHEDULE

| 1-Jul-23 | Step 1 | Step 2 | Step 3 | Step 4 | 10 Years | 15 Years | 25 Years |
|-----------------|---------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|
| EMT | \$24.79 | \$26.17 | \$27.62 | \$29.14 | \$30.01 | \$30.89 | \$31.76 |
| E-Shift | \$27.05 | \$28.55 | \$30.14 | \$31.79 | \$32.74 | \$33.69 | \$34.65 |
| Inspector | \$29.55 | \$31.04 | \$32.63 | \$34.29 | \$35.32 | \$36.35 | \$37.38 |
| Medic | \$31.13 | \$32.68 | \$34.30 | \$36.02 | \$37.10 | \$38.18 | \$39.26 |
| E-Shift | \$33.96 | \$35.65 | \$37.42 | \$39.29 | \$40.47 | \$41.65 | \$42.83 |
| Inspector | \$36.44 | \$38.15 | \$39.92 | \$41.78 | \$43.04 | \$44.29 | \$45.54 |

| 1-Jul-24 | Step 1 | Step 2 | Step 3 | Step 4 | 10 Years | 15 Years | 25 Years |
|-----------------|---------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|
| EMT | \$25.54 | \$26.96 | \$28.45 | \$30.01 | \$30.91 | \$31.81 | \$32.71 |
| E-Shift | \$27.86 | \$29.41 | \$31.04 | \$32.74 | \$33.72 | \$34.71 | \$35.69 |
| Inspector | \$30.43 | \$31.97 | \$33.60 | \$35.32 | \$36.38 | \$37.44 | \$38.50 |
| Medic | \$32.06 | \$33.66 | \$35.33 | \$37.10 | \$38.21 | \$39.33 | \$40.44 |
| E-Shift | \$34.97 | \$36.72 | \$38.54 | \$40.47 | \$41.69 | \$42.90 | \$44.11 |
| Inspector | \$37.53 | \$39.29 | \$41.11 | \$43.04 | \$44.33 | \$45.62 | \$46.91 |

| 1-Jul-25 | Step 1 | Step 2 | Step 3 | Step 4 | 10 Years | 15 Years | 25 Years |
|-----------------|---------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|
| EMT | \$26.30 | \$27.77 | \$29.31 | \$30.91 | \$31.84 | \$32.77 | \$33.70 |
| E-Shift | \$28.69 | \$30.29 | \$31.97 | \$33.72 | \$34.74 | \$35.75 | \$36.76 |
| Inspector | \$31.34 | \$32.93 | \$34.61 | \$36.38 | \$37.47 | \$38.57 | \$39.66 |
| Medic | \$33.02 | \$34.67 | \$36.39 | \$38.21 | \$39.36 | \$40.51 | \$41.65 |
| E-Shift | \$36.02 | \$37.82 | \$39.70 | \$41.69 | \$42.94 | \$44.19 | \$45.44 |
| Inspector | \$38.65 | \$40.47 | \$42.35 | \$44.33 | \$45.66 | \$46.99 | \$48.32 |

Section 16.02 Advancement through steps shall occur yearly on the anniversary of the date of hire for each employee.

Section 16.03 Career Officer Pay: The bargaining unit members holding department rank will be paid according to the following schedule, Lieutenant position will be an additional 10% (ten percent) of their base pay from the Wage Schedule, which will be added to their hourly rate. The bargaining unit Captain position will be an additional 15% (fifteen percent) of their base pay from the Wage Schedule, which will be added to their hourly rate.

Section 16.03.1 Call Officers transitioning to full-time service are eligible for Career Officer Pay after completion of their probationary period.

Section 16.04 On-Call Pay: annual department on-call stipend for members also serving as a department on-call member or officer will be paid per the Fire Department on-call pay policy/procedure.

Section 16.05 Longevity Pay: hourly rates in the wage schedule will be increased \$0.30 per hour after service of seven years but less than 12 years, and \$0.70 after completion of twelve years' service to the Town. The \$0.70 per hour after twelve years' service 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.

Section 16.05.1 Longevity Pay as stated in Section 16.05 only applies to members with greater than seven years and less than 10 years on July 1, 2023. Members with greater than 10 years will receive longevity pay according to the wage schedule. Members who do not have 7 years of service by July 1, 2023 are not eligible for longevity under Section 16.05. Both Section 16.05 and Section 16.05.1 can be removed from this agreement on July 1, 2026.

Section 16.06 Educational Incentive: Effective July 1, 2024 department members holding certifications or successfully completing educational programs defined in Section 16.06.1 shall receive a 1% percent increase per certification/ completed program to their base pay. Educational incentive increases will not exceed 6%.

Section 16.06.1 (Reserved) List of educational programs to be completed no later than December 31st, 2023 and attached as a memorandum of understanding (MOU) to this agreement.

Section 16.07 Pay increases are not compounded. Each adjustment will be calculated from the base pay according to the Wage Schedule.

Section 16.08 Training Committee/ Quality Assurance Stipends: Any Union member serving on the Fire Training Committee, EMS Training Committee, or performing EMS Quality Assurance shall receive a stipend of \$1,000. Stipends will be paid in the final check of the fiscal year after completion of service. Members are required to actively participate in meetings and training to be eligible for the stipend. Firefighters will be eligible to join the Fire or EMS Training Committees when an opening occurs. Requirements for Firefighter positions are determined by the Chief.

Section 16.09 The Chief may approve a newly hired employee to begin at a step requisite to their experience in both Fire and EMS services, not to exceed Step 3.

Article 17. PAYING FIRE DETAILS

Section 17.01 All paying fire details are voluntary. The following procedures shall be adhered to in the assignment and according to all paying fire details:

Section 17.01.1 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 reassignment accordingly.

Section 17.01.2 Detail 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.

Section 17.02 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.

Section 17.03 No employee shall perform a detail as a representative of the Uxbridge Fire Department that is not assigned by the Uxbridge Fire Department.

Section 17.04 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.

Section 17.05 Detail distribution records shall be official records 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.

Section 17.06 Bargaining Unit members of the Fire Department shall have the right of first refusal of all paying details.

Section 17.07 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:

Section 17.07.1 Extra paid details shall be paid at the rate of \$75.00/hour. Extra paid details exceeding 8 hours in duration shall be paid at one and a half (1.5) times the stated detail rate at \$112.50 per hour. All extra paid details shall be subject to a 4-hour minimum.

Article 18. CLOTHING ALLOWANCE

Section 18.01 Effective 7/1/2023, the Town shall pay and will provide yearly clothing allowances of \$1,500. 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). Such request must be submitted to the Fire Chief in writing. In the event that a member does not use the entirety of their uniform allowance the remainder will be paid out to the member in the paycheck immediately following June 15th of each year.

Section 18.02 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.

Section 18.03 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.

Section 18.04 The Town agrees to provide initial uniforms to consist of two (2) shirts, two (2) pants, a pair of uniform boots, and a belt.

Article 19. PROBATIONARY PERIOD

Section 19.01 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.

Section 19.01.1 An additional probationary period may be applied that is solely applicable and pertinent to the completion of Paramedic program or Massachusetts Career Fire Academy. Employees with an extended probationary period will be entitled to the full provisions of Article 5 for all other matters.

Section 19.02 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 5, Grievance Procedure, of this Agreement. After successfully completing the probationary period the employee shall be entitled to the full provisions of Article 5.

Article 20. EMERGENCY MEDICAL TRAINING

Section 20.01 Emergency Medical Training: The members of the Bargaining Unit must maintain the highest certification level achieved and their ability to practice at that level. In the event a position is open at another certification level, a member has the right of first refusal for 10 days beginning on the posting date (based on seniority of time in the bargaining unit from the employee's most recent hire date) to move into the open position if they meet the certification level and ability to practice at that level.

Section 20.02 EMT Recertification: The Town will pay the EMT and Paramedic recertification fees.

Section 20.03 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.

Section 20.03.1 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 21. NO STRIKE CLAUSE

Section 21.01 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 21.02 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 21.03 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 21.04 The Town will have the right to file for arbitration pursuant to Article 5 for violations of the Article, independent of any individual disciplinary action.

Article 22. MISCELLANEOUS

Section 22.01 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 22.02 The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Chief or Board of Selectmen.

Section 22.03 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 22.04 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 22.05 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 22.06 Training Budget: The Town agrees to maintain a Training Budget to be controlled and its use authorized by the Fire Chief for Bargaining Unit Members to attend educational courses, seminars, classes, or any other types of training deemed related to Fire Department Operations or otherwise deemed an appropriate use of funds by the Fire Chief.

Section 22.07 Payroll: 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.

Section 22.08 Station Landscaping: The Town agrees to do landscaping and lawn services for the fire stations.

Section 22.09 Drug test Policy: The union agrees to abide by the drug testing and the drugfree workplace policies as recorded in the Uxbridge Fire Department Policies.

Article 23. SEVERABILITY OF PROVISIONS

Section 23.01 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 24. DEDUCTION OF DUES

Section 24.01 The Town shall, subject to the provisions of General Laws, Chapter 150 E, deduct Union dues 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 24.02 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 25. INSURANCE COVERAGE

Section 25.01 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.

Section 25.02 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 shall have the right to stop existing payment/reimbursement for the \$20 office co-pays and \$75 emergency room co-pays, it is understood this will only be implemented if all Town and School bargaining units accept it.

Section 25.03 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.

Section 25.04 The Union shall designate the Union President as the Union's representative to the Chapter 32B Insurance Advisory Committee.

Article 26. EXPRESSED WAIVER CLAUSE

Section 26.01 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 26.02** 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 27. CONTRACTING AND SUBCONTRACTING

Section 27.01 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.

Section 27.02 The parties agree that this Article does not supersede 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 28. RESIDENCY

Section 28.01 The bargaining unit member, upon completion of the probationary period, shall reside within 25 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 29. OFFICERS

Section 29.01 The town will maintain a minimum of six (6) career officer positions within the bargaining unit. Two (2) E-shift Officers, duties to be assigned by the Chief. Four (4) shift Officers each of whom will be assigned to lead a group. Rank to be determined based on operational needs of the department.

Section 29.02 The rank of the fire inspector(s) shall be determined by the Chief according to need and scope of performance. The fire inspector(s) shall receive pay according to Article 16 Compensation.

Section 29.03 When an opening occurs or is expected, the Department will notify members no less than 60 days prior to the written exam. Any member meeting the requirements set by Department policy will be eligible for the promotional process.

Section 29.04 Written Exam: Will consist of 100 questions, 75 questions will be from published general fire fighting material, 25 questions will be specific to the Town of Uxbridge.

Section 29.04.1 The reference material will be selected by the Chief and published at the time of announcement.

Section 29.04.2 Questions will be reviewed by the Chief and Union President, or in the case of conflict of interest, their designee(s). Any question that is not agreed upon by both parties will be replaced.

Section 29.05 Interview Panel: Any candidate receiving a written score of at least 70 percent will be interviewed.

Section 29.05.1 The interview shall consist of three members. One member shall be a Chief Fire Officer, one member holding the rank of the current opening or above from an area Department, and one member from the Uxbridge Fire Department equal in rank to the current opening.

Section 29.06 Promotion List. Upon completion of the interview panel all members interviewed will be added to the promotion list and ranked by score highest to lowest. The promotion list is only based off the results of the interview panel.

Section 29.06.1 The list shall be used for any promotion in that rank for two (2) years.

Section 29.06.2 The Chief shall fill any open position from the top 3 candidates on the promotion list.

Section 29.06.3 No candidate shall be passed over more than two (2) times during the list's eligibility period.

Section 29.06.4 Any open vacancy shall be selected within 15 days of the completion of the promotional process.

Section 29.07 The provisions in Section 29.02 through 29.06.4 apply to any promotion for a position within the bargaining unit.

Section 29.08 In the event that no Career Officer is on duty, a non-officer shall be designated by the Fire Chief, or their designee, pursuant to the Uxbridge Fire Department Standard Operating Procedures and Guidelines Section 2.1, to act as the Person in Charge. The PIC shall be paid an additional Five Percent (5%) of their base pay from the Wage Schedule, which will be added to their hourly rate for the number of hours worked as the PIC.

Article 30. RESERVED


Article 31. DURATION OF AGREEMENT

Section 31.01 This Agreement shall take effect as of July 1, 2023 and shall continue in force and effect to and including June 30, 2026, a period of three (3) 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.

Section 31.02 On or after December 1, 2025 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 FIGHTERS/EMT ASSOCIATION

DocuSigned by:

8C35DA7915AB4BE...

Michael Frank, President

7/5/2023

Date

DocuSigned by:

D4F5D5ABA3D949B...

Steven Sette, Town manager

7/5/2023

Date