

City of Marlborough's Proposed Off the Record-Memorandum of Agreement

By and between the

LOCAL 1714, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, CLC

And

The City of Marlborough, Massachusetts

June 13, 2025

WHEREAS, the City of Marlborough (the "City") and LOCAL 1714, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (the "Union"), have bargained collectively for a new collective bargaining agreement (the "New Agreement") for the period July 1, 2024 through June 30, 2027; This offer and Agreement shall be considered ***off-the-record*** until ratified by Local 1714's membership and the City. The bargaining teams shall sponsor and support such ratification.

WHEREAS, the City and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the City agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. **Term of New Agreement**

The new Contract shall be effective for the three (3) year period from July 1, 2024, through June 30, 2027. Applicable date changes shall be made in the cover page, and in other appropriate provisions of the Contract in order to reflect the terms of the New Agreement.

2. **Provisions of New Contract**

Except as modified by the changes provided in this Memorandum of Agreement, and/or except for such technical matters as date changes, all other provisions of the July 1, 2021 – June 30, 2024, Contract shall be carried over intact into the successor Contract.

3. **Recognition, Union Dues and Union Rights (Article 1)**

Amend the applicable language in Article I, Section 3C by inserting the bolded italicized language below and removing the stricken language below:

C) Time off for two (2) union *executive board* members (e.g. *President, Vice President, Secretary, Treasurer, Elected Shift Representative*) per tour without pay or benefit loss and without required make up time pursuant to the following annual schedule:

1. Attendance at State Convention of Professional Fire Fighters of Massachusetts, ten (10) ~~man~~ days, odd number years;
2. Attendance at International Convention of International Association of Fire Fighters, ten (10) ~~man~~ days, even number years;
3. Attendance at monthly meetings of Professional Fire Fighters of Massachusetts, eighteen (18) ~~man days each year~~ *instances per year, members attending state meetings while on duty will report back to work, in a reasonable amount of time at the conclusion of the meeting;*
4. Attendance at educational seminars, ten (10) ~~man~~-days each year.
5. Attendance by Union President or Vice President to Line of Duty Death Funerals (events) in Massachusetts up to two (2) day shifts.

The union shall provide the Fire Department with seven days *written* notice of *requesting* the taking of the foregoing days off. *The union shall provide the Fire Department with as much notice as possible for Line of Duty Death funerals (events).*

4. Management Rights (Article II)

Amend Article II by removing the stricken language and inserting the bolded italicized language in Paragraph N as follows:

N) Any bargaining unit member scheduled for a vacation or personal day during a storm ~~warning~~ *watch* can be notified of the potential cancellation of said time off via the department paging system, phone, or any other means of communication. All members are required to confirm receipt of notification to the department.

If the storm ~~warning~~ *watch* becomes a storm ~~watch~~, *warning*, the Chief of Department can cancel all vacation and personal leave. Any member using sick time during such storm ~~watch~~ *warning* will be required to provide a report from a duly licensed Massachusetts Physician.

This will not apply to any member scheduled off on a full twenty-four (24) hour shift prior to watch or warning being posted by the National Weather Service. Swaps will be accepted.

5. Duties (Article IV)

Amend Article IV by removing the stricken language as follows:

The duties of the members of the Fire Department shall consist of prevention, control, and extinguishing of fire, and all related work, including light maintenance of equipment and quarters and implied work necessary to secure the carrying out of the aforementioned duties, all such duties as set forth in each individual employee's ~~Civil Service~~ job description, ~~(job description shall be set forth in Civil Service Law regardless of any revocation of Civil Service during pendency of this agreement)~~, and the rules and regulations of the Marlborough Fire Department as adopted by the City. Such duties shall also include cleaning snow and ice from pedestrian walkways of the fire stations.

6. Hours and Overtime (Article V)

The City proposes working on acceptable language changes going forward that would also resolve the outstanding grievance. The City proposes this can be done between the Fire Chief and members of his staff and a select group of union leaders.

The attached MOU establishes an eight-week cycle which will be included as an Appendix within the new CBA and sets forth new language to address future transfers and associated pay issues. It also resolves the pending grievance.

7. Clothing (Article VI)

Amend the applicable language in Article VI by removing the stricken language and inserting the bolded italicized language as follows:

SECTION I

The City shall supply an employee covered by this agreement with full protective gear to include; helmet, coat, boots (Globe supreme or equivalent), pants, suspenders, mittens, gloves, and all other protective gear required. Damaged or defective gear shall be replaced by the City. New hires without complete protective gear shall not be considered available for duty.

SECTION II:

The eClothing allowance for permanent members of this department *shall be paid twice during a fiscal year as follows:*

<i>Payroll between July 1-15 (during new fiscal year)</i>	<i>\$625</i>
<i>Payroll between December 1-15</i>	<i>\$625</i>

~~All receipts for clothing allowance, of approved Marlborough Fire Department uniforms, must be received no later than June 1st of each year. U~~uniforms and clothing so purchased

must conform to minimum department specifications. All remaining balances shall be paid by check to the employee. Applicable taxes will be withheld by the City.

~~The City and the Union agree to return to the previous system of direct payment to vendors effective July 1, 2012.~~

A permanent member entering service of the Marlborough Fire Department is not eligible to receive the July 1st or December 1st clothing allowance if they are not members when the clothing allowance checks are disbursed. No clothing allowance checks shall be issued retroactively.

New members entering service shall be provided with approved department uniforms to include the following:

*Department badge
Four (4) uniform shirts with department patches
Four (4) uniform pants
Four (4) T-shirts
Uniform belt
Class A dress uniform (jacket, pants, shirt, hat)*

~~The City and the Union agree to return to the previous system of direct payment to vendors effective July 1, 2012.~~

~~A permanent member of the Marlborough Fire Department entering service of the department in the first half of the fiscal year shall be entitled to full benefits of this section. A permanent member of the department entering service in the second half of the year shall be entitled to one half of the benefits of this section.~~

SECTION III:

~~The City, after making initial supply pursuant to SECTION I of this article, shall bear the cost of replacement of all SECTION I subject matter. Off-duty personnel responding to alarms shall be reimbursed for damage done to civilian clothing in performance of their duties, upon presentation of the damaged article to the Chief or his designee.~~

SECTION IV:

~~The City shall provide, separate from the yearly clothing allowance *payments*, up to two hundred fifty (\$250.00) dollars for the purchase of a "Dress Uniform", (jacket, pants, shirt, hat, shoes, etc.) for all newly hired employees within six (6) months of initial hiring. "Dress Uniforms" shall be maintained, updated and/or altered by the employee and inspected at least yearly for quality and fit. The parties further agree that Uniforms must be properly maintained and in good condition as determined by the Chief and are subject to the Fire Department policy and procedures manual.~~

8. Vacations (Article VII)

Amend Article VII, by removing the current Section IV and replacing it with the bolded italicized language below:

SECTION IV:

~~Subject to the foregoing sections of this article, the vacation rotation during the term of the 1970 agreement between the parties will be maintained.~~

The practice of granting vacation "Bonus Weeks" will be discontinued, and the parties will endeavor to define a vacation determination date for establishing annual vacation allotment weeks.

The parties have rewritten Vacation Article VII and adjusted the vacation leave schedule and associated language as referenced in the new Vacation Article VII as attachment. Additionally, the parties agree to the explanatory notes outlining adjustments necessary to make certain identified members whole as this new language change is implemented in the latest CBA.

9. Holidays (Article VIII)

Amend the applicable language in Article VIII by inserting the bolded italicized language as follows:

The following holidays shall be paid holidays for all employees of the department: New Year's Days, Martin Luther King Day, Presidents Day (formerly paid on Washington's Birthday), Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day designated by the Governor. ***Any new day (holiday) as established by the Governor shall take effect in the following fiscal year to provide an opportunity to be included in any city budget.***

At the termination of employment for any reason, except for cause, employees shall be entitled to all holiday pay accrued.

10. Sick Time Buy-Back (Article IX)

Amend Article IX, Section V by inserting the following bolded italicized language:

- A. Upon separation of service, a bargaining unit employee shall be able to sell back to the City up to ninety (90) accumulated sick leave days, so long as the employee meets the following criteria: The employee has ~~twenty-three (23)~~ ***twenty (20)*** years of service with the City of Marlborough ***and has provided the City with 90 days advanced notice in writing of the anticipated separation. The Fire Chief shall have the discretion to alter the notice period based upon extenuating circumstances. Any decision by the Chief to alter the time frame shall not be subject to the grievance and arbitration procedure.***

11. Salary Schedule (Article XII)

The Parties agree to amend Section A to provide the following wage increases that will take effect upon ratification: (SEE ATTACHMENTS)

July 1, 2024	3% base wage increase
July 1, 2025	3% base wage increase
July 1, 2026	3% base wage increase

12. Grievance and Arbitration (Article XIII)

Amend Article B, Section III by inserting the following bolded and italicized language:

“If the parties are unable to agree to a definition of the issue(s) to be decided by the arbitrator, the arbitrator is empowered to determine such issue(s). The arbitrator shall have no power to alter, amend or modify any provision of this agreement nor render a decision or award that shall impinge upon the reserved rights and duties of the City. Further, the arbitrator shall render his decision within thirty (30) days from the date of the completion of the hearings; said decision shall be final and binding on both parties to this agreement. Both parties shall share equally the expenses of such arbitration, *with the exception of the Initial Filing Fee which shall be paid by the Union. In the event the arbitrator decides in favor of the union’s grievance, the City shall reimburse the Union for half of the cost of the filing fee.*”

13. Insurance (Article XVI)

Amend the relevant portion of Section II by removing the stricken language and inserting the bolded and italicized language that provides as follows:

“The City shall contribute 60%, the employee 40% to the PPO option; the City shall contribute 70%, the employee 30% to the ~~EPO~~ ***HMO*** option.”

14. ACADEMIC CREDITS (Article XXIII)

Amend the relevant portion of Article XXIII by inserting the bolded italicized language below:

“Payments for base salary increases and premiums shall be made weekly or annually at employee option. Annual payments shall be made on the second payday in November of each year. **When a bargaining unit member attains a new degree or certification and has provided proper documentation to the City, said member shall be paid a pro-rated**

bi-weekly amount for any increased amount for the remainder of the fiscal year until such time as they can elect to be paid weekly or annually.

15. EMT & First Responder (Article XXIII)

Amend Article XXIII by removing the stricken language and inserting the bolded italicized language below:

SECTION I

Bargaining unit employees certified as having completed the Emergency Medical Technician training (EMT) course and who retain their certification or re-certification such that they may continue to function in an EMT capacity shall receive a five percent (5%) base salary increase.

SECTION II:

~~For the purposes of wage and other fringe benefits, except as specifically provided herein, an “EMT” and “Ambulance Driver” shall be compensated at the same rate as a firefighter and shall have as their official job titles: “Firefighter — Emergency Medical Technician” and “Firefighter — Ambulance Driver” respectively.~~

SECTION III II

Any firefighter covered by this by this agreement who is certified for “First Responder” in accordance with Chapter 61, Section 201, of the General Laws, shall be entitled to an annual payment of two percent (2%) base salary increase. **Effective July 1, 2025, the annual payment shall be increased to three percent (3%) base salary increase.**

16. Promotional Language (Article XXXI)

The City proposes working on acceptable language changes going forward. The City proposes that this can be done between the Fire Chief and members of his staff and a select group of union leaders.

The parties have agreed to a new Article XXXI, Promotional Tests as attached

17. ACADEMIC CREDITS (ARTICLE XXII):

SECTION I:

The City shall reimburse those members of the bargaining unit who attend all courses required for a Fire Science Degree at accredited institutions or other courses approved by the Chief in the purchase of texts and for registration fees, if any, required for such courses. Courses shall be taken on off duty time.

SECTION II:

The City shall pay annually to each member of the bargaining unit who earns credits as noted in SECTION I of this ARTICLE in accordance with the following schedule. The Fire Chief has the authority to grant payments under this Section to members who have a degree from an accredited institution.

10 credits	1.5%
25 credits	3.0%
40 credits	5.0%
60 credits	10.0%
120 credits	12.0%

<10 credits – 0.00%

10 credits – 1.50%

25 credits – 3.00%

40 credits – 5.00%

60 credits – 10.00% (grandfathered, struck for new members hired after July 1, 2025)

Associate degree –

Effective July 1, 2025: 11.00%

Effective July 1, 2026: 12.00%

Bachelor's degree –

Effective July 1, 2025: 13.50%

Effective July 1, 2026: 15.00%

Payments for base salary increases and premiums shall be made weekly or annually at employee option. Annual payments shall be made on the second payday in November of each year.

Academic credits are considered as a component of the base compensation and are to be used in calculating and applying compensation for all fringe benefits, premium pay, authorized leave pay and retirement contributions and benefits.

18. SALARY SCHEDULE (ARTICLE XII) HAZ-MAT CERTIFICATION PAY

SECTION IV (HAZ-MAT):

Beginning July 1, ~~1995~~ **2025**, a bargaining unit employee covered by this agreement shall be eligible for a haz-mat certification premium of one thousand *five hundred*

~~(\$1,000.00)~~ **(\$1,500.00)** dollars upon certification or annual re-certification at the haz-mat technician level. The haz-mat certification premium shall be payable yearly in July.

Beginning July 1, ~~2025~~ **2026**, a bargaining unit employee covered by this agreement shall be eligible for a haz-mat certification premium of ~~one two thousand five hundred~~ **(\$1,500.00) (\$2,000.00)** dollars upon certification or annual re-certification at the haz-mat technician level. The haz-mat certification premium shall be payable yearly in July.

A. LEVEL I

The City shall require haz-mat certification training for Haz-Mat Technician Operational Level and any re-certification training as determined by the Fire Chief or his designee at no cost to the employee, and employees may avail themselves to this training during their regularly scheduled duty time.

No employee will receive overtime payment for such certification or re-certification training. This **Level I** premium shall not be considered as part of the employee's base compensation or regular rate of pay for any purpose.

B. LEVEL II

Effective May 2, 2007, any employee covered by this agreement with twenty (20) or more years of service, and who maintains his/her haz-mat certification as required by the Fire Chief or his designee, will be eligible to receive an additional haz-mat certification premium of one thousand five hundred (\$1,500.00) dollars. The total haz-mat certification premium (**Level I and Level II payments**) shall be payable yearly in July and will be considered part of the employee's "base compensation".

19. Miscellaneous (Contract Revisions/Clean-Up)

Correct (Delete) older non applicable language throughout existing CBA.

The parties are working on the minor changes required throughout the new CBA

This Agreement is subject to ratification by the City of Marlborough and by the International Association of Firefighters, AFL-CIO, Local 1714 and to appropriation. This Agreement shall not be implemented unless the parties have fully ratified and fully executed the Agreement.

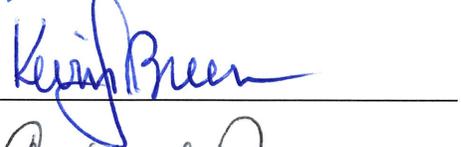
This Agreement has been duly executed by authorized representatives of the City of Marlborough and by the International Association of Firefighters, AFL-CIO, Local 1714.

IN WITNESS WHEREOF, the Union and the City, by their authorized representatives.

For the City:

For the Union:

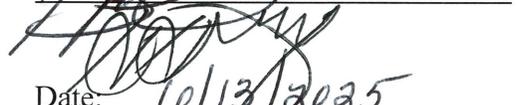












Date: 6/13/2025







Date: 6-13-2025

Approved by the Mayor of Marlborough



Mayor Christian J. Dumais

6/10/25
Date