

**Collective Bargaining Agreement
By & Between the
City of Marlborough**



and the

**Local 1714
International Association
Of Fire Fighters
AFL-CIO, CLC**



July 1, 2018 – June 30, 2021

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ARTICLES OF AGREEMENT

THIS AGREEMENT entered into pursuant to Massachusetts General Laws, Chapter 150E, by and between the CITY OF MARLBOROUGH, a duly organized and existing municipal corporation, hereinafter referred to as the "City," and Local 1714 International Association of Fire Fighters, AFL-CIO, CLC, hereinafter referred to as the "Union".

Witnesseth: in consideration of the Mutual covenants contained herein, the parties agree as follows:

ARTICLE I RECOGNITION, UNION DUES AND UNION RIGHTS

SECTION I:

The City of Marlborough recognizes Local 1714, International Association of Fire Fighters, AFL-CIO, CLC, as the sole and exclusive bargaining agent for all uniformed, full time, permanent members of the Marlborough Fire Department, excluding the Chief, Assistant Chiefs, and all other members of said department, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

"Permanent" firefighters include all provisional firefighters and firefighters hired to fill permanent positions who have not completed their Civil Service probationary period, as well as any such uniformed full-time firefighters hired after revocation of Civil Service.

SECTION II:

The City shall deduct union dues and/or assessments upon receipt of authorization of members of the Union, who shall sign deduction form cards to be supplied by the Union. The City shall forward to the treasurer of the Union such deductions each week following the week of the deduction, if possible, but no later than thirty (30) days

SECTION III:

- A. All employees covered by this agreement who are officers of the union, or are appointed by the Union as members of said local's collective bargaining negotiating team, which shall not exceed three (3) members shall be allowed time off for official Union business, negotiations, or conferences with the City Administration, and / or the Chief of the Fire Department, without loss of pay or benefits and without the requirement to make up said loss of time.
- B. Time off for members of the union's grievance committee, which shall not exceed two (2) members, without pay or benefit loss and without required make up time, shall be provided for the investigation and processing of contract grievances and problems relative to the wages, hours and working conditions of bargaining unit personnel, for the processing of arbitration cases and for the processing of matters before the Civil Service Commission (before and after any revocation of Civil Service where a permanent Civil Service bargaining Unit Member or the Union has business at the Civil Service Commission). Every effort will be made to conduct such business within a reasonable time.
- C. Time off for two (2) union members 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 Firefighters of Massachusetts, ten (10) man days, odd number years;
2. Attendance at International Convention of International Association of Firefighters, ten (10) man days, even number years;
3. Attendance at monthly meetings of Professional Firefighters of Massachusetts, eighteen (18) man days each year;
4. Attendance at educational seminars, ten (10) man days each year. The union shall provide the Fire Department with seven days' notice of the taking of the foregoing days off.
5. Attendance by Union President or Vice President to Line of Duty Death Funerals in Massachusetts up to two (2) day shifts.

ARTICLE II MANAGEMENT RIGHTS

The City will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority, and prerogatives of management, including, but not limited to, (with the exception of specific terms and conditions covered by this agreement), the following;

- A. The determination of employee classification;
- B. The increase, diminishment, change or discontinuation of operations in whole or in part;
- C. The alteration, addition, or elimination of existing methods of fire equipment, fire facilities, or programs;
- D. The determination of location, organization, number and training of personnel;
- E. The granting and scheduling of leaves;
- F. The scheduling and enforcement of working hours;
- G. The assignment and requirement of overtime;
- H. The determination of whether goods should be leased, contracted, or purchased;
- I. The hiring of employees, including the determination of qualifications and requirements for the position;
- J. The demotion, suspension, discipline, or discharge of permanent employees for just cause;
- K. The relief of a firefighter from his/her shift due to the incapacity of the firefighter to perform duties;
- L. The lay-off or relief of employees due to lack of funds or work, and
- M. The making, amendment, and enforcement of rules and regulations and operating and administrative procedures from time to time as the department deems necessary.
- N. Any bargaining unit member scheduled for a vacation or personal day during a storm warning 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 becomes a storm watch, the Chief of Department can cancel all vacation and personal leave. Any member using sick time during such storm watch 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.

O. Code of Conduct/Discipline for Just Cause. Notwithstanding any prior policy or practice adopted by prior Fire Chiefs under the administration of prior Mayors, the City's exercise of its rights to discipline employees will be governed by decisions interpreting MGL c. 31 and by applicable arbitral precedent under a just cause standard. (see attached addendum)

ARTICLE III FILLING OF VACANCIES

SECTION I:

The City shall make reasonable efforts to maintain a continuous list of applicants for the position of firefighter. Vacancies in the position of firefighter shall be filled by the City when the City determines it is necessary.

SECTION II:

The City shall maintain continuous promotional lists for positions above the grade of firefighter. Vacancies in such positions shall be filled within sixty (60) days of their occurrence, provided that the City will not be held liable if delay beyond the sixty-day period is caused by conditions beyond the control of the City.

SECTION III:

All permanent promotions within the department through the rank of Battalion Chief shall be made as a result of a competitive promotion process, subject to the eligibility requirements of Article XXXI, Section 3, 1C

ARTICLE IV DUTIES

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.

The Union will have a definitive role in the formulation of the rules and regulations of the Marlborough Fire Department. The intent of Union's involvement is to insure the membership that viable and reasonable rules and regulations shall govern their working conditions.

ARTICLE V HOURS AND OVERTIME

SECTION I:

The regular tour of duty for members of the Fire Department shall be an average of forty-two (42) hours per week, as governed by appropriate state statutes, consisting of twenty-four (24) hour tours commencing at 8:00 a.m. Tours shall be arranged by combining a ten (10) hour day tour with a fourteen (14) hour night tour from the schedule worked prior to July 1, 2012, and

shall further provide for a working week of one (1) twenty-four (24) hour shift followed by two days (48 hours) off followed by a second twenty-four hour shift followed by four days (96 hours) off.

SECTION II:

- A. When an employee covered by this agreement is required to work in excess of a regularly scheduled twenty-four (24) hour tour, he shall be compensated for such excess work at the overtime rate of pay hereinafter set forth.
- B. All employees who are off duty and respond to a box alarm shall be granted the minimum of four (4) hours pay at the overtime rate. All overtime worked in excess of the above schedule shall be compensated to the next one-half hour at the overtime rate.
- C. All employees covered by this agreement who are off duty shall be required to make a reasonable effort to respond to multiple alarms or conflagrations upon orders of the Chief of the Department or such person as he shall designate.
- D. Employees covered by this agreement who are called back to duty shall be compensated for at least four (4) hours, but they remain on duty for four hours.
- E. All overtime compensation shall be paid weekly in the payroll period immediately following the performance of work.
- F. Sick and vacation leave may be used in ten (10) and/or fourteen (14) hour segments.

SECTION III:

The hourly rate of overtime pay shall be equal to time and one-half of the employee's hourly rate of pay.

SECTION IV:

- A. Overtime lists showing the number of overtime hours worked by each bargaining unit employee shall be continuously maintained and continuously posted in each station.
- B. With respect to planned overtime, the low man as shown on the list, shall be granted the first opportunity, with succeeding work offers to be given to employees on the basis of their comparative ranking on the list.
- C. With respect to call-ins (unplanned overtime), the low man on the shift going off duty shall be granted the first opportunity with succeeding work offers to be given to employees working on the shift going off duty on the basis of their comparative ranking on the list.
- D. Notwithstanding B) and C) above, an employee who is in the performance of a specialized project, attending a fire or other emergency detail when the shift changes, may be held over for overtime to complete the project, fighting fire, or detail.

ARTICLE VI CLOTHING

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 clothing allowance for permanent members of this department, as of the first day of each fiscal year, shall be as follows:

July 1, 2017\$1,250.00

All receipts for clothing must be received no later than June 1st of each year. 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 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, 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.

**ARTICLE VII
VACATIONS**

SECTION I:

Effective January 1, 2013, all annual vacation time shall be allotted in January. (The City and the Union agreed in a side letter as to the procedure used to convert vacation allotment from the previous "fiscal year" to the current "calendar year")

Employees shall be entitled to an annual vacation with pay pursuant to the following schedule:

YEARS OF SERVICE / VACATION

- Up to five (5) years of servicetwo (2) weeks
- five (5) to ten (10) years or servicethree (3) weeks
- ten (10) to fifteen (15) years of servicefour (4) weeks
- fifteen (15) to twenty-five (25) years of servicefive (5) weeks
- twenty-five (25) or more years of servicesix (6) weeks

A vacation week shall consist of a minimum of four (4) tours of duty.

SECTION II:

- A. Any employee who has less than one year of service shall receive one and one-half days' vacation with pay for every month of service, not to exceed two weeks, as governed by appropriate statute.
- B. Any employee who will attain a length of service during the calendar year entitling them to increased vacation benefits shall be allowed to take such increased benefit during the calendar year.

SECTION III:

- A. Vacations may be posted for a ten (10) hour day shift and / or a fourteen (14) hour night shift at a time, an entire twenty-four-hour tour off requires the use of "two days". When an employee posts his/her time on the "time off calendar" and it is not challenged by a senior member from the same work shift within seven (7) calendar days, the vacation shall be granted.
- B. In addition to the provisions of subsection A of this article, employees may take vacations one day or night tour at a time, without the posting required in the above referenced subsection, provided the employee provides verbal notice to the department before 0700 hours for a scheduled day shift or before 1600 hours before a scheduled night shift. If not practicable to notify before 0700 or 1600 hours, then requests submitted after 0700 or 1600 hours, as applicable, shall be considered and not be unreasonably denied.
- C. One week of vacation may be carried over for later use in the following year, but not beyond then, at a time mutually agreed upon by the Chief.
- D. Upon annual notice, to be given by November 1, an employee shall be able to buy back up to two (2) weeks of vacation time. The so-called "buy-back" shall be paid by the first pay period in December.
- E. No more than five (5) members, firefighters and/or officers, excluding Deputy Chiefs, may use vacation time simultaneously.

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.

**ARTICLE VIII
HOLIDAYS**

SECTION I:

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, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day designated by the Governor.

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

SECTION II:

Members of the bargaining unit who work on the holiday, which shall include the 24-hour period beginning at 6:00 p.m. on the eve of the holiday shall, in addition to receiving regular holiday pay or any other compensation (to include overtime and swaps), be paid an additional half time premium. Members of the bargaining unit who are not scheduled to work on a holiday and who do not work shall receive regular holiday pay. If a member is scheduled to work on a holiday but does not report for duty, said member shall not be paid the premium.

SECTION III:

Holiday pay shall be computed at the employee's hourly rate on the basis of twelve-hour tours whether the employee works the holiday, is on vacation, injury or sick leave.

**ARTICLE IX
SICK LEAVE**

The parties agree that members will provide verbal notice to the department before 0700 hours for a scheduled day shift or before 1600 hours before a scheduled night shift. If not practicable to notify before 0700 or 1600 hours, then requests submitted after 0700 or 1600 hours, as applicable, shall be considered and not be unreasonably denied.

SECTION I:

A. An employee shall be entitled in each year to a leave of absence for sickness or disability, other than that which may result from injury or hazard undergone while in the performance of his/her regular duties, for a period of fifteen (15) days each year. Sick leave shall accumulate from year to year but shall not exceed one hundred fifty (150) days. An employee shall receive his/her regular compensation during such period subject to the following conditions:

- To continue to qualify for non-occupational sick leave in excess of three (3) days, an employee may be required to furnish the City with a medical report from a duly licensed Massachusetts Physician on forms supplied by the City setting forth the nature of the employee's incapacitation, its probable duration and stating the employee is unable to perform his/her regular duties and services.
- Notwithstanding receipt of the report, the City reserves the right to have the employee examined by its own duly licensed Massachusetts Physician, provided that during the period that any physician's examination referred to in this entire article is pending, the employee shall continue to receive his/her regular compensation as provided for and to the extent allowed under the provisions of this section.
- If the physician's findings coincide, then the employee shall remain on non-occupational sick leave or return to work, whichever is applicable.
- If a dispute exists between the two reports, then the employee and the City shall jointly select a third duly licensed Massachusetts Physician to examine the employee. If the parties fail to agree, either party may request that the State Commissioner of Public Health or the Worker's Compensation Board designate an appropriate specialist.
- The findings of the third physician shall be final and binding and not subject to the grievance procedure of this contract. If the findings of the applicable physician or physicians specify that the employee is unable to perform his/her duties and services

temporarily, then said employee shall return to work on his/her regular scheduled work day or tour of duty following the date on which the applicable physician states the employee is able to do so. If the findings of third physician specify that the employee is able to perform his/her regular duties and services, then the employee shall return to work on his/her next regularly scheduled work day or tour of duty following receipt of the written medical report by the City and the employee.

- The expense of all examinations and reports required by the above stated provisions of this section shall be borne by the City.
 - Nothing herein shall prevent the City from requiring a medical report from a duly licensed Massachusetts Physician as to the medical condition of an employee who is a chronic sick leave offender for each absence of one day or more.
- B. The term “Days” as used in this article shall be defined as workdays selected from such employees regularly assigned scheduled tours of duty, as governed by statute.
- C. Sick leave will accrue at the rate of one and one-fourth days per month and will be credited on the first day of each month.
- D. No sick leave will be allowed in the first month of service. Credit will be deposited on the first day of the month following the month on which employment starts.
- E. No sick leave credit will be allowed to employees rehired or re-instated after a termination of service (other than approved leave of absence or lay-off) for prior employment, except that any firefighter on sick leave shall continue to accrue all benefits to which he/she would otherwise be entitled.
- F. Sick leave will not be allowed unless notification is given of the illness, by the employee, his/her family, or his/her physician, on the first day of the absence, or until notification is received by the employing department.
- G. The minimum allowance chargeable to sick leave will be one-half day.
- H. Quarantine by health authorities will be considered personal illness, except for occupational quarantine.

SECTION II:

There shall be a semi-annual posting in each station showing each employee's sick leave allotment.

SECTION III:

- A. Upon separation from service, except for cause, including retirement, voluntary or involuntary, or death, the City shall pay to an employee, his/her designated beneficiary, or his/her estate, whichever is appropriate, an amount of money equal to twenty five (25) percent of his/her accumulated sick leave upon the date of separation, retirement, or death, at the rate of pay he/she is earning on such date, up to a maximum of three thousand five hundred (\$3,500) dollars.
- B. Any bargaining unit employee who, while in the performance of his/her duty and as the result of an accident while responding on or off duty to an alarm of fire or any emergency or as a result of an accident involving a fire department vehicle which the employment is operating or on which he/she is riding, or at the scene of a fire or any emergency, is killed or sustains injuries which result in his/her death, shall be entitled to receive, through his/her heir or estate, a lump sum payment in the amount equal to the value of one hundred

(100%) percent of his/her accumulated sick leave as determined by SECTION I – A) of this article paid at his/her rate of pay at time of death.

- C. For the purpose of accumulated sick leave entitlements, one-half of the unused sick leave days will be computed on the basis of day tours and one-half on the basis of night tours.

SECTION IV:

After an employee has accumulated ninety (90) days of sick leave, he/she may buy back up to seven (7) days annually at the rate of twelve (12) hours for each sick day accumulated.

Payment of “buy-back” shall be made on or before January 31 of each year.

After an employee has accumulated one hundred ten (110) days of sick leave, he/she may buy back up to ten (10) days annually at the rate of twelve (12) hours for each day accumulated.

Payment of “buy-back” shall be made on or before January 31 of each year.

SECTION V:

- A. Beginning July 1, 1995, upon separation from 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-five (25) years of service with the City of Marlborough and the employee has maintained a minimum of ninety (90) accumulated sick leave days for a period of not less than five (5) years immediately prior to separation from service.

- B. Catastrophic illness or Injury

(As used herein, the term “catastrophic illness or injury” shall mean a non-fire service connected illness or injury, which resulted in a medically necessary period of treatment or recuperation in excess of fourteen (14) working days under the direction of a qualified physician and during which the employee, at the determination of a qualified physician, was unable to perform his/her duties.)

Notwithstanding the foregoing, an employee, who during the five (5) years immediately preceding his/her separation from service suffered a catastrophic illness or injury, shall be relieved of the five (5) year requirement described in subsection A) of this section. The employee must, however, have the requisite ninety (90) accumulated sick leave days at the time of separation from service to qualify for the benefit described in subsection A) of this section.

ARTICLE X FUNERAL LEAVE

SECTION I:

In the event of a death occurring in the immediate family of an employee covered by this agreement, said employee shall be granted a minimum of three (3) days and a maximum of five (5) calendar days off without loss of pay.

SECTION II:

For the purpose of this article, the term “immediate family” shall include the following: Employee’s mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparents, grandchildren, sister-in-law, brother-in-law, and any other person permanently

residing with the employee as a household member. Verification of death shall be submitted to the Fire Chief or his designee.

SECTION III:

The Fire Chief shall determine the allotted time for each individual case.

ARTICLE XI INJURY LEAVE

If an employee is incapacitated for duty because of an injury sustained in the performance of his/her duty without fault of his/her own, or if an employee is assigned to special duty by his/her superior officer, whether or not he/she is paid for such special duty by the City, is so incapacitated because of his/her injuries sustained, he/she shall receive his/her regular weekly compensation during the period of such incapacity, except for any period after he/she has been retired or pensioned in accordance with the law, and provided he/she furnishes the City with a medical report from a duly licensed Massachusetts Physician on forms supplied or accepted by the City setting forth the nature of his/her incapacitation, its possible duration and stating that the employee is unable to perform his/her regular duties and services.

Notwithstanding the receipt of the report, the City reserves the right to have the employee examined by its own duly licensed Massachusetts Physician, provided that during the period that any physician's examination referred to in this entire article is pending, the employee shall continue to receive his/her regular weekly compensation as provided for to the extent allowed by this section.

If the physician's findings coincide, then the employee shall remain on injury leave or return to work, whichever is applicable.

If a dispute exists between the two reports, then the employee and the City shall jointly select a third duly licensed Massachusetts Physician to examine the employee. If the parties fail to agree, either party may request that the State Commissioner of Public Health or the Workers Compensation Board designate an appropriate specialist.

The findings of the third physician shall be final and binding and not subject to the grievance procedure of this contract.

If the findings of the applicable physician or physicians specify that the employee is unable to perform his/her duties and services temporarily, then said employee shall return to work on his/her next regularly scheduled work day or tour of duty following the date on which the applicable physician or physicians states the employee is able to do so.

If the findings of the applicable physician specify that the employee is able to perform his/her regular duties and services, then the employee shall return to work on his/her next regularly scheduled work day or tour of duty following receipt of the written medical report by the City and the employee. The expenses of all examinations and reports required herein shall be borne by the City.

All amounts payable under this section shall be paid at the same times and in the same manner, and for all purposes be deemed to be, the regular compensation of such employee.

Any firefighter on line-of-duty injury leave, as specified in this section, shall continue to accrue all benefits to which he/she would otherwise be entitled. Provided, however, vacation leave and sick leave shall accrue during the first six months of of paid on-duty- injury leave and thereafter may be granted subject to the Chief's approval, which shall not be unreasonably withheld.

An employee, who returns to work in the bargaining unit after the City's submission for involuntary retirement has been finally rejected, shall be credited in full for all such leave which accrued after the first six months.

Section 17-12 of the Marlborough City Code which provides that a permanent firefighter shall receive full compensation for the entire duration of any period of disability resulting from injury or hazard undergone while in the performance of his/her regular duties, which further defines "hazard" as exposure to severe and extraordinary climatic conditions, escaping gases, bursting of gas mains, explosions, infectious diseases, and other such circumstances which cannot be reasonably anticipated by the permanent firefighter in the discharge of his regular duties, is hereby made part of this agreement.

ARTICLE XII SALARY SCHEDULE

SECTION I:

All employees shall be paid by way of electronic, paperless, direct deposit on a weekly or biweekly basis, to be determined by the City. All references in this contract to weekly compensation shall mean biweekly compensation.

A. Salary for employees covered by the Agreement shall be increased as follows:

7/01/2018 – 2%, 7/1/2019 – 2.5%, 7/1/2020 – 2%

In exchange for agreeing to the drug testing program and the temporary modified work program, the base wages for the position of firefighter will be increased by \$1000.00, effective January 1, 2020. The \$500 off-year June payment for Master Firefighter at 10 or more years will be eliminated and instead added to the base one-time, effective July 1, 2020, for all firefighters who have ten (10) or more years of service. The Parties agree that the \$500 off-year payment that would otherwise be paid in June of 2020 will not be paid. The above changes will be memorialized in an updated salary schedule for all firefighters (see Attachment A).

B. Upon promotion, employees shall receive the maximum pay in grade.

C. While attending academy training, a firefighter recruit shall be compensated at a wage rate that is equal to 100% of the minimum salary rate for firefighters ("labeled recruit step"). No firefighter recruit shall receive any other base pay percentage increases provided to other firefighters covered by contractual agreement or City Ordinance.

Upon completion of academy training and assignment to shift, the firefighter recruit will be paid at the minimum salary rate for firefighters and will be eligible for any additional compensation provided to firefighters covered by contractual agreement or City Ordinance.

SECTION II (NIGHT DIFFERENTIAL):

- A. Effective July 1, 1990, persons covered by this agreement who are regularly scheduled to work night tours of duty (commencing at 6:00 pm) shall receive, in addition to regular weekly compensation, a weekly night shift differential calculated as a percentage of annual base salary which shall be multiplied fifty-eight and three-tenths percent (58.3%) of annual base salary (representing that portion of annual base salary which represents the ratio of average night tours worked per week to the average 42 hour work week).
- B. Night shift differential shall be calculated under the prior paragraph A) as five percent (5%).
- C. Night shift differential shall be included in base pay for the purpose of computing overtime, holiday, vacation, sick and injured pay, and for retirement/pension programs to the extent allowed by law.

SECTION III (MASTER FIREFIGHTER):

An employee covered by this agreement with ten (10) years of service shall be paid as a Master Firefighter and as such, shall receive a weekly differential equal to five percent (5%) of his/her annual base salary in addition to his/her weekly compensation and any other differential to which he/she may be entitled. Such differential shall be included in base pay for the purpose of computing overtime, vacation, holiday, sick and injured pay, and/or retirement/pension programs to the extent allowed by law.

SECTION IV (HAZ-MAT):

Beginning July 1, 1995, a bargaining unit employee covered by this agreement shall be eligible for a haz-mat certification premium of one thousand (\$1,000.00) 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 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 shall be payable yearly in July and will be considered part of the employee's "base compensation".

ARTICLE XIII
GRIEVANCE AND ARBITRATION

SECTION I:

- A. **DEFINITION:** For the purposes of this agreement, a grievance shall be defined as a dispute between members of the bargaining unit covered by the agreement of the Union and the employer over the interpretation, inequitable or discriminatory application of an expressed written provision of the agreement.
- B. **PROCEDURE:** Since it is important that grievances be processed as rapidly as possible, the number of calendar days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
1. **LEVEL ONE**
The designated union representative shall present the grievance in writing to the involved immediate supervisor (if any) and shall discuss the grievance informally with him/her within fifteen (15) calendar days from the date on which the incident given rise to the grievance occurred, or when the employee had knowledge or should have known of such incident. When a grievance is untimely, the loss of the right to grieve shall not establish a precedent as to the underlying, substantive issue.
 2. **LEVEL TWO**
The involved immediate supervisor (if any) shall respond in writing to the grievance within seven (7) calendar days after presentation of the grievance, setting forth the specific reason(s) for his/her disposition of the grievance. If the Union is not satisfied with the disposition, the Union may present to the Chief, the written grievance, setting forth in writing the details of the grievance, the applicable provisions of the agreement, and the decision rendered in level one. Within seven (7) calendar days after receipt of the written grievance, the Chief or his designee shall confer with the Union Representative and shall render his decision within seven (7) calendar days after such conference. The Chief's decision shall be in writing, setting forth the specific reason(s) for his disposition of the grievance.
 3. **LEVEL III**
If the Union is not satisfied with the answer of the Chief or his designee, within seven (7) calendar days after the Chief's answer, the grievance may be submitted to the Mayor, with a copy of the Chief's answer. The Mayor or his designee shall meet with the Union Representative within ten (10) calendar days following receipt of the grievance. The Mayor or his designee shall respond to the grievance in writing within ten (10) calendar days of the meeting, setting forth the specific reasons for the Mayor's disposition of the grievance.
 4. **LEVEL IV**
If the Union is not satisfied with the decision of the Mayor or his designee, within thirty (30) calendar days following the receipt of the decision by the Mayor or his designee, the Union, and not any individual employee(s), may submit the grievance for arbitration as provided by this agreement.

SECTION II:

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. The arbitration shall be conducted pursuant to the rules and regulations of the American Arbitration Association. If the parties are unable to select an arbitrator within fifteen (15) calendar days from the date of submission of the grievance to arbitration, then the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association and the arbitration shall then be conducted according to said rules and regulations.

SECTION III:

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.

**ARTICLE XV
OUTSIDE DETAILS**

A list will be maintained by the Chief for all outside work details. Said list shall be governed by seniority on a rotating basis.

**ARTICLE XVI
SENIORITY ROSTER**

For employees appointed pursuant to Civil Service Law, the following shall apply regarding seniority (before and after any revocation of Civil Service Law (GL c. 4, Section 4B, clause (e)):

The City will maintain a seniority roster based upon Civil Service standards for employees hired prior to 07/17/2017 and thereafter based upon the employee's departmental hiring date as a permanent firefighter. The seniority roster shall be used for all selections involving layoffs whereby the last person hired is the first person laid off. The seniority roster shall also be used for matters involving conditions of employment, such as vacation availability and selection and longevity. Updated seniority lists shall be posted immediately after January 1 of each year on the bulletin boards at central station and all sub-stations, and a copy shall be mailed to the Secretary of the Union.

The City will also maintain a list of department officers (Lieutenants, Captains and Battalion Chiefs) which will reflect time in grade held for each position.

**ARTICLE XVI
INSURANCE**

SECTION I:

Employees covered by this agreement shall be entitled to a plan of group life insurance, group accidental death and dismemberment insurance, and group general or blanket hospital, surgical

and medical insurance, governed by Chapter 100, acts of 1968 and Chapter 32B of the General Laws of Massachusetts, if same is adopted by the City Council.

SECTION II:

The City shall contribute 60%, the employee 40% to the PPO option; the City shall contribute 70%, the employee 30% to the EPO option.

(The following provision shall be suspended in light of the Supreme Judicial Court decision in Somerville vs. Commonwealth Employment Relations Board, 470 Mass. (mass 2015) holding that such provisions are not enforceable:)

- The City shall contribute 70% to the senior and retirees’ health insurance plans and the senior or retiree shall contribute 30%. The City will split the co-pay actual costs 90/10 for out of service area seniors and retirees.
- (This provision will take effect only upon judicial or legislative action establishing that the future retirement benefits of current bargaining unit members is a mandatory subject of bargaining.)

SECTION III:

The Union will cooperate through its designee to participate in an employee’s group advisory committee on group insurance as may be established by the City under State Law.

SECTION IV:

A dental plan as agreed upon by the City and the Union shall be offered to bargaining unit employees. The premium cost for such dental plan shall be a fifty percent/fifty percent (50%/50%) share as between the employee and the City.

SECTION V:

The City shall make available to bargaining unit employees a so-called I.R.S. – Section 125 plan, through which all employees medical and dental plan premium costs can be paid by employees on a “pre-tax” basis.

**ARTICLE XVIII
PERSONAL DAYS**

Beginning January 1, 2013, each bargaining unit employee shall be allowed six (6) work days off each year, without pay or benefit loss and without make-up necessity, for the conduct of personal business upon providing the Chief with twenty four (24) hours’ notice; providing however, that in the event of an emergency where such notice cannot be given, permission for taking of such leave will be within the discretion of the Chief of the Department. Such permission will not be unreasonably withheld. Any controversy relative to this benefit will be subject to the contractual grievance and arbitration procedure. A new employee shall adhere to the following hire-date entitlement schedule:

January, February, March, April.....6 days
May, June, July, August4 days
September, October, November, December2 days

No more than a total of four (4) members, firefighters and/or officers, excluding Deputy Chiefs may use personal time simultaneously.

**ARTICLE XIX
WORKING OUT OF GRADE**

Any employee designated by the Chief to serve in a temporary capacity out of his/her permanent grade shall be compensated for all hours worked by him/her in such temporary grade at the maximum pay rate of such temporary grade.

**ARTICLE XX
INDEMNIFICATION**

SECTION I:

The City agrees to be governed by the provisions of Chapter 512 of the Acts of 1978, of Chapter 258 of the Massachusetts General Laws, and of Section 100 and 100B of Chapter 41 of the Massachusetts General Laws.

SECTION II:

The City will hold employees harmless from any liability arising out of acts done by employees, while working for the City, where simple or no negligence can be associated with the employee's acts.

**ARTICLE XXI
PRE-EXISTING RIGHTS**

All job benefits previously enjoyed and not covered by this agreement shall continue under the conditions upon which they had previously been granted. In the event the City proposes in writing to change, diminish or eliminate any such benefit not covered by this agreement, both parties will bargain in good faith over the proposed change. If agreement is not reached within thirty (30) calendar days after receipt by the Union of the City's proposal, the City may submit any dispute to the American Arbitration Association, with the cost to be shared equally by the parties. The arbitrator shall consider the effect of the implementation on the parties. The job benefit which the City seeks to change, diminish or eliminate shall be maintained in effect during the negotiation and arbitration proceedings.

Except for laws listed in Section 7 (d) of Chapter 150E of the Massachusetts General Laws, this agreement shall not be construed to deprive employees of any benefit or protection granted under the laws of the Commonwealth of Massachusetts.

**ARTICLE XXII
SAFETY**

- A. The Chief shall exercise his discretion to select efficient and safe equipment and material to protect the health and safety of employees.
- B. The Chief and the Union Safety Committee shall meet at least quarterly and more often at the request of either party, to discuss matters of safety concerning the health and welfare of bargaining unit employees. Such matters may include suggestions by the union on

specifications for protective gear, personal protection devices to be provided and other concerns that impact on the job safety.

**ARTICLE XXIII
ACADEMIC CREDITS**

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:

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

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.

**ARTICLE XXIV
EMT & FIRST RESPONDER**

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:

Any firefighter covered 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.

SECTION IV:

The premiums payable under Sections I and III are to be paid weekly or annually at the employees option and are to be considered 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.

SECTION V:

All first responders covered by this agreement shall be trained in the uses of both epi pens and defibrillators. Any expense for the training shall be borne by the City.

**ARTICLE XXV
RESIDENTIAL RADIUS**

- A. Effective 12/01/2003, there shall be no residential restrictions.
- B. Bargaining unit members called back for duty for immediate coverage shall be required to respond within thirty (30) minutes to be considered eligible.
- C. In the event that the reduction in off-duty response to multiple alarm incidents jeopardizes public safety, the Fire Chief with written notice, may reinstate said fifteen (15) mile radius; provided however, those members who have purchased primary residences outside the City shall be exempt.

**ARTICLE XXVI
SWAP TIME**

Bargaining unit employees shall be allowed to trade regularly assigned shifts or parts thereof, with the following restrictions:

- A. They will not be allowed for outside work.
- B. A log book will be used and both parties must sign.
- C. The firefighter agreeing to take the place of another will be financially responsible for the swap.

**ARTICLE XXVII
AGENCY FEE**

An agency fee commensurate with the cost of collective bargaining and contract administration shall be levied upon all bargaining unit employees, regardless of their Union membership status as provided for in Massachusetts General Laws, Chapter 150E, Sec. 12. Payroll deduction of said agency service fee may be authorized pursuant to M. G. L. chapter 150E, Sec. 17G.

**ARTICLE XXVIII
NO STRIKE CLAUSE**

No employee covered by this agreement shall engage in any work stoppage, slowdown or strike.

**ARTICLE XXIX
WAIVER OF RIGHT**

The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this agreement, shall not be considered

as a waiver or relinquishment of the right of the employer or of the Union to future performance of any such term or provision, and obligation of the Municipal Employer, the Union, and the members of such future performance shall continue.

**ARTICLE XXX
MISCELLANEOUS**

- A. Firefighters assigned to dispatch duties shall not be considered available for firefighting duty. Full time, permanent firefighters will not be required to perform dispatch duties.
- B. An employee must decide on annual or weekly payments for EMT, First Responder, Longevity, Night Differential, Master Firefighter and Academic Credits on or before June 1st and said method of payment shall become effective on July 1st next and shall remain in effect for one year.
- C. All payments for EMT, First Responder, Longevity, Night Differential, Master Firefighter and Academic Credits shall become effective on the date an employee is legally entitled to same for EMT, First Responder, Longevity, Night Differential, Master Firefighter, and Academic Credits and on the date of issuance for credits from accredited institutions or the Fire Chief, whichever is applicable, for academic credits.
- D. No permanent employee who has completed his/her Civil Service probationary period (or contractual one-year probationary period for those hired after the revocation of Civil Service), shall be dismissed or otherwise disciplined without just cause. Any suspension or dismissal shall not be subject to the grievance and arbitration procedure unless the employee elects arbitration as his exclusive remedy, as provided in Chapter 150E, Section 8 of the Massachusetts General Laws. This section does not apply to provisional employees or other firefighters who have not completed their Civil Service or contractual probationary period.
- E. Neither the City nor the Union shall discriminate against an employee on the basis of race, creed, color, national origin, union activity or forbearance from union activity.
- F. The parties will undertake in good faith efforts to develop a physical fitness program to be implemented, if possible, during the life of this agreement.
- G. Whenever a non-profit or charitable organization approaches the City for assistance from the Fire Department, an ad hoc committee consisting of the Chief, a representative from the Mayor's Office, the Union President and or one other Union Designee shall determine the appropriate response. Employee participation shall be voluntary and an employee who is injured while participating in any such activity shall be considered as having suffered an "on duty injury", provided that such activity has been approved in advance by the Chief or his designee.
- H. Alpha Numeric Pagers: The parties agree that alpha-numeric pagers will be phased out and no longer used effective June 30, 2020. This section will be deleted, effective July 1, 2020 Bargaining unit members will be required to turn in their pager no later than July 1, 2020. Employees will be responsible for any cost/fee charged to the City associated with a pager that is not turned in.
- I. The Chief of the Fire Department shall appoint a liaison officer specifically to handle disputes between bargaining unit members and Public Safety Dispatchers. The liaison officer will be in charge of relaying and interpreting all changes to policies and procedures

and to insure proper implementation. The Chief shall make his selection from a list of five (5) names submitted by Local 1714.

- J. All OEMS license related fees, renewal fees and or re-certification fees shall be paid by the City. Said fees shall be limited to two hundred (\$200.00) dollars per year, per member.

ARTICLE XXX

FIRE OFFICER AND COMMAND STAFF REORGANIZATION

- A. Effective as soon as practicable after the signing and funding of the Agreement, the City may proceed to implement a management reorganization in which the upper ranks of the department will be structured as follows:
- First, two Assistant Chiefs, excluded from the bargaining unit, whose selection will first be determined by the option set forth in section 3D below. Then, four Battalion Chiefs, assigned from the ranks of Captain (or Lieutenant) to perform within the fire suppression division as shift commanders and incident commanders. Such Battalion Chiefs shall be appointed provisionally to the Civil Service position of District Chief. Then, to the extent of any vacancies in the position of Captain, such vacancies shall be filled from an existing Civil Service list, and then provisionally, from the positions of lieutenants and, if necessary, from the ranks of firefighters. Then, to the extent of any vacancies in the position of lieutenant, such vacancies shall be filled provisionally from the position of firefighter.
- B. Inasmuch as there are Civil Service examinations for the positions of Fire Lieutenant and Fire Captain scheduled for November 19, 2016, and eleven (11) unit members have applied to take one (or more) of said examinations, it is agreed that upon the establishment of a promotional list for said positions the City shall make permanent appointments, based on vacancies, in the following order of preference:
- First, employees who passed the examination for one or both positions and were provisionally appointed pending the results of the examination.
 - Second, employees who passed the examination for one or both positions.
 - Third, employees provisionally appointed to the position.
 - Fourth, other interested applicants, as the City shall determine.
- C. After the initial vacancies are filled by permanent appointments under Section 3B, the City and the Union agree that the replacement promotion policy, effective after the Legislative's revocation of Civil Service, shall govern promotional appointments for subsequent vacancies.
- D. The two incumbent Deputy Chiefs assigned to day shifts shall first be offered the Assistant Chief positions referred to below. If such positions are not accepted, the incumbent Deputy Chiefs shall each have the option of dropping back to the position of Battalion Chief, such option to be exercised within 7 calendar days of the funding of this Agreement. If that option is not exercised, it is agreed that the two incumbent Deputy Chiefs shall be appointed to serve as Assistant Chiefs; that such position shall be added as a specific exclusion from the bargaining unit as described in Article I, Section I; and that the salaries, hours, benefits and other terms and conditions of employment for such positions shall be determined by the City.

**ARTICLE XXXI
REVOCATION OF CIVIL SERVICE**

The parties agree as an essential element of this Agreement to sponsor and support the City Council's adoption and the Legislature's expeditious approval of a Home Rule Amendment to revoke the acceptance of GL c.31 as it relates to the Marlborough Fire Department. The effective date of such revocation shall be the date the legislation is passed and signed by the Governor. The following terms and conditions shall come into effect:

UPON REVOCATION:

SECTION I: EFFECT OF REVOCATION

The revocation of the Civil Service statute shall not affect any contractual or civil service rights which have come into existence between the City and any person employed as of the date of revocation, as a result of the original acceptance of such law pursuant to GL c.4, Section 4B, clause (e).

SECTION II: LAYOFF AND RECALL

- A. Employees appointed prior to the City's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under MGL. c. 31 governing such matters and any appeal shall continue to apply.
- B. For employees appointed after the removal of the department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff; the least senior employee or employees shall be laid off first. In any case, a thirty (30) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.
- C. A laid-off employee shall have recall rights for a maximum period of seven (7) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail and by email to the employee's last known address and email address, with a copy to the Union President. A recalled employee shall notify the Mayor within twenty-one (21) calendar days of receipt of the recall notice of his or her intention to return to the Marlborough Fire Department. Any person refusing or failing to exercise such recall opportunity within such twenty-one (21) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall, except as follows in the next paragraph.
- D. Any person refusing or failing to exercise such recall opportunity within such twenty-one (21) day period shall be deemed to have waived his or her right of recall permanently and absolutely except as follows:
 - 1. An employee who is on active duty in the military for an enlistment period, or an employee who is obligated by contract to continue in the employ of another employer, shall have the right to maintain eligibility for recall for the next vacancy, or
 - 2. The recalled employee may within the twenty-one (21) day period request the Mayor in writing an extension of time to return to work in Marlborough for exigent reasons which shall be specified. In considering any such request, the Mayor shall weigh specific exigent circumstances justifying an extension and the City's need to fill a vacancy.

- The exceptions listed above shall not include situations where the employee being recalled has alternative employment with another City or with a private ambulance company, unless obligated by contract to continue for a term in the employ of another employer.
- E. Prior to returning the laid off employee to work the City shall have the right to obtain a CORI report for determining whether any actions reflected on such report, after the date of the layoff, affect the employee 's qualifications for re-employment. Prior to returning to work a recalled employee may be required to undergo a physical examination, and such other background investigation of conduct occurring after the layoff as the Fire Chief deems necessary and appropriate. The City shall bear the cost of any physical examination it requires under this section. If, based on the results of such examination or investigation, the Mayor rescinds the offer of recall, he shall provide the employee with a written statement of his reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.
- F. In the event of a layoff in the rank of Lieutenant, Captain, or Battalion Chief, the incumbent with the least length of service in grade shall have the option to bump into a position in the next lower grade of the Department. If two employees have equal length of service in grade, the employee with less total service with the Department shall be affected by the layoff.
- G. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the City. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees who attend such City-sponsored training sessions and/or courses, shall as a condition of attendance, sign a Release of All Claims on a form provided by the City indicating that they are participating on a voluntary basis and not as employees of the City and, except in instances involving gross negligence on the part of the City, they accept all risks associated with participation in the program. To facilitate maintenance of required licenses or certifications, the City agrees to continue to affiliate laid off firefighters, with the Office of Emergency Medical Services, if they do not otherwise have employment with such affiliation.

SECTION III: PROMOTIONS

SECTION I: PROMOTION PROCESS

The purpose of this process is to identify the best-qualified individual for promotion without regard to personal preference, prejudice or unsubstantiated opinions.

- A. The initial component of the promotional process shall be an examination administered by a professional testing firm hired by the City. The written examination will be provided for eligible employees at no cost.
- B. At least ninety (90) calendar days prior to any written promotional exam for Lieutenant, Captain, or Battalion Chief, the department will announce by posting a notice including:
1. The title of the position;
 2. The eligibility requirements;
 3. Description of the duties of the position
 4. The date, time and location of the written examination;

5. The reading list of resource and reference materials upon which the test and the assessment center will be based.

Such notice will be posted conspicuously at all fire stations. Eligible employees who are out of work due to illness, injury, active military leave or other long-term absences shall be mailed and/or emailed a copy of the examination notice at their last known address or email address.

A reference book list for the ranks of Lieutenant, Captain, and Battalion Chief will be posted and maintained at all times. No changes to the book list will be made once notification of an exam has been announced.

While there may be exam questions for positions which overlap, the exam shall contain questions specifically designed to measure qualifications for each rank.

The passing score, established by the City, to the written examination is 70. The written examination will be scored by the testing firm. The release of the written marks will be made in a timely manner, the contemplated timeframe to be announced with the notice of the exam. (The City will request that the release of the written marks occur within fifteen (15) days of the exam date.) Upon receiving written exam scores, candidates shall then have five (5) business days to review the promotional examination in accordance with the review policy in place by the testing firm.

- C. To be eligible for promotion to a Lieutenant or Captain, a candidate must be a permanent member of the department with a minimum of three (3) years of continuous service. To be eligible for promotion to a Battalion Chief, a candidate must be a permanent member of the department with a minimum of five (5) years of continuous service with at least two years as a fire officer.
- D. All candidates must notify the Chief in writing of their interest in taking the exam by submitting a resume and a cover letter of intent and documentation of qualification for the posted position at least thirty (30) calendar days prior to the test date.
- E. Only candidates who pass the written examination as defined in paragraph (G) below will be included in subsequent phases of the promotional process.
- F. Examinations for Lieutenant, Captain, and Battalion Chief will be conducted every two (2) years, or sooner if necessary. If no promotion has been made within the two (2) year period, the examination will be administered in the third (3rd) year, and the list will remain in effect until superseded by a new list. The Chief may make provisional appointments in the absence of a certified list.
- G. In the event that fewer than two (2) applicants achieve a minimum passing score, the Chief shall have the option to proceed with the remaining testing portions or schedule another examination after posting as outlined in letter (B) above. Eligibility of this second exam will be in accordance with letter (C) above, EXCEPT, in-grade requirements for the position of Captain and/or Battalion Chief will be waived depending on the test given not having at least two candidates achieve a minimum passing score.

If another exam is held because fewer than two (2) applicants achieved a score of seventy (70) or above, the applicant who passed the original exam shall have the option of "holding" their examination score and will not be required to take the next written examination. Their score shall remain valid until the next subsequent examination is given. Candidates who choose to "hold" their score shall notify Human Resources in writing at least fourteen (14) calendar days before the date of the next exam. The candidate electing to "hold" their

score on the written examination will then be required to complete all other aspects of the promotional process.

- H. A candidate may appeal a question from the written examination. Such appeal must be made in writing to the Chief within five (5) business days of the close of the candidate's promotional testing review period. The Human Resources Director will then transmit the appeal to the testing firm. If there is a question that gets overturned as the result of the appeal process, the following is applied:
 - 1. No correct answer to the question, all candidates receive credit.
 - 2. If multiple answers are correct, only those candidates who answered either correct answer will receive credit.
 - 3. If candidate chose neither correct answer, then no credit allowed.No questions will be thrown out. The written test will be based upon a 100% score. The candidate shall be advised of the result of the appeal within ten (10) business days of the City's receipt of an appeal, which decision shall be final.
- I. Examination scores will remain valid until a new examination is administered and results are available.
- J. Candidates who achieve a passing score on the written examination will be eligible to participate in an assessment center, which may include, but not be limited to a fire simulator component. The exercise(s) which comprise the assessment center shall be professionally designed and administered, and an orientation session shall be held to assist candidates in knowing the areas to be assessed. The goal of the assessment center is to evaluate the candidate's knowledge, skills, abilities and personal characteristics that are directly related to the essential functions of the roles of Lieutenant, Captain, and Battalion Chief. The consultants who develop and administer the assessment center will be responsible for the scoring system for the assessment and for establishing the passing score for the assessment center. The dates, times, and locations of the orientation session and assessment center shall be posted conspicuously at all fire stations. The City will be responsible for the cost of the assessment center.
- K. A candidate may appeal any component of the assessment center. Such appeal must be made in writing to the Chief, who will transmit such to the consultant administering the center, within five (5) business days of the completion of all components of the assessment center for all candidates. The candidate shall be advised of the result of the appeal within ten (10) business days of the City's receipt of an appeal, which decision shall be final.
- L. Candidates who achieve a passing score on the assessment center shall be eligible for inclusion on the promotional list. The third component of the promotional process shall consist of an oral interview conducted by a panel selected by the Chief. The panel shall include: Fire Officers from municipalities who hold a rank equal to or higher than the position being tested.
- M. The promotional list shall be established based on the following weighted components:
 - 1. Score on the written examination:.....50%
 - 2. Score on the assessment center:.....40%
 - 3. Oral Interview:10%The promotional list shall be established no later than fifteen (15) business days following the completion of the last and third component of the promotional process, oral interview, for all candidates. Each candidate at that time shall be mailed/emailed their final scores

and ranking. Once established, the list shall remain valid until a new promotional process is administered and a new list is established.

- N. The Fire Chief shall select from the highest three candidates on the list to recommend to the Mayor. In the event candidates have the exact same score after applying the weighted criteria, within the top three scores, such tied candidates shall be considered as one candidate for purposes of selecting from the top three candidates eligible for promotion. [For example, if candidates A and B tied with a score of 90, and candidates C and D had scores of 88 and 86, respectively, all four candidates would be eligible for promotion. The same standard would apply for candidates tied with the second highest and third highest scores].

The Fire Chief shall evaluate each candidate's record of service using the following criteria:

1. Job related experience;
2. Performance evaluation in his/her present position (including contributions to the department);
3. Attendance record;
4. Sick leave record;
5. Formal education;
6. Fire & EMS certification;
7. Training and education through career and self-initiated development;
8. Disciplinary record of the employee; and
9. Work ethic and initiative;
10. Military service

Candidates may submit materials relating to the above criteria for the Fire Chief's review to supplement the Department's personnel record.

- O. Prior to presenting his recommendation, the Fire Chief will notify the eligible candidates of which candidate he intends to recommend. This notification shall include a general statement summarizing his/her recommendation.
- P. Candidates not recommended for promotion may, at their discretion, arrange a meeting with the Fire Chief to review the candidate's performance within the promotional process to identify how the candidate may be more successful in future promotional efforts.

SECTION II: SELECTION

- A. The parties agree that the Union shall have the right to grieve alleged violations of certain sections of the Promotion Process [sub-sections (a) through (o)] provided that any grievance filed by the Union involving sub-sections (i), (l), (m) and (o) of Section 1 cannot involve the substance of the written exam, assessment center (or oral interview) or the Fire Chief's evaluation of the service record, only the procedures by which they are administered.
- B. If, after all dimensions are scored, two or more bargaining unit employees appear equally qualified, the employee having the greater seniority shall be given preference.
- C. Union grievances shall be filed at the Mayor's level (level III of the grievance and arbitration procedure outlined in Article VIII) within seven (7) calendar days of the Union learning of the act or omission and a copy shall be provided to the Fire Chief.
- D. The promotional process will not be delayed or held in abeyance pending any employee appeal or pending any Union grievance.
- E. Under no circumstances will an arbitrator have the right to rescind a promotional decision.

ARTICLE XXXII
TEMPORARY MODIFIED WORK PROGRAM (LIGHT DUTY)

SECTION I: WORK-RELATED ILLNESS OR INJURY

If a physician designated by the City of Marlborough determines that a firefighter is eligible for temporary modified work, the Chief may assign that firefighter to a Temporary Modified Work Program (TMWP). Failure of the firefighter to comply with the Temporary Modified Work Program may result in suspension or termination of IOD benefits. The physician designated by the City shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Any determination that a firefighter can do temporary modified work shall be made only after a review of the specific duties that the firefighter will be asked to perform. The City-designated physician shall give his or her opinion as to whether the firefighter can perform the specific tasks enumerated.

A firefighter may challenge the City's or the City-designated physician's determination of TMWP eligibility within 15 days of such determination by providing an evaluation report from his/her physician to the Chief. The firefighter's physician shall be provided the same information as was supplied to the City-designated physician, in addition to the evaluation by the City-designated physician.

If the two physician determinations conflict and the parties do not agree with respect to the firefighter's eligibility to perform TMWP, the parties shall endeavor to jointly select a third physician within ten days of said disagreement. Failing agreement within that timeframe, the parties agree to submit the dispute for expedited arbitration at the Department of Labor Relations. The decision of the third physician shall be final and binding for the period of time in question and not subject to the grievance and arbitration procedure.

Alternatively, if an employee's physician indicates an ability to perform a TMWP or light duty work, the Chief may assign that firefighter to a TMWP.

SECTION II: NON-OCCUPATIONAL ILLNESS OR INJURY

Upon release to the City of the medical reports necessary to make a determination of ability to perform temporary modified work, an employee on non-occupational sick leave may request a temporary modified work assignment. If the employee's physician determines that the employee is eligible for TMWP, the Fire Chief may assign that employee to a temporary modified work program. The City may also request that the employee's physician provide an opinion on the employee's ability to perform a TMWP. The City shall also have the right to require that the employee be examined by a City-designated physician in order to determine the employee's ability to return to temporary modified work.

SECTION III: GENERAL PROVISIONS

- A. Temporary modified work duties shall be related to the duties of a firefighter and may include, but not be limited to, the following: data entry, report writing, fire prevention activities, fire inspections, community education, research, and training.
- B. The Fire Chief, at his or her sole discretion, may limit the number of firefighters on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic

basis and notice shall be provided to the firefighter whether or not the TMWP is to continue. In no event will a firefighter be authorized for TMWP in excess of six (6) consecutive months without the advance written approval of the Mayor or his or her designee.

- C. The Fire Chief or Acting Chief will determine the work schedule consistent with TMWP assigned, and unless necessary for the work will not consist of 24-hour shifts. Such work shift shall remain only for the period of the TMWP. Schedules will be developed in order to accommodate the firefighter's need for on-going treatment.
- D. Firefighters on TMWP shall not be eligible for any overtime except in extraordinary circumstances with the advance approval of the Fire Chief or Acting Chief.

ARTICLE XXXIII DRUG TESTING

SECTION I: PURPOSE

The purpose of this policy is to provide employees and officials of the City of Marlborough ("City") with notice of the provisions of the City's Drug and Alcohol Testing Policy ("Policy") as it affects them. It is the policy of the City that a drug and alcohol-free work place must be maintained by City employees at all times and this requirement justifies the use of reasonable employee drug and alcohol testing program. The use of controlled substances and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health, and thus safety and job performance. To ensure high standards of performance for performing City business and to preserve public trust and confidence in the City's workforce, there shall be a testing program to detect drug and alcohol use in the workplace.

SECTION II: APPLICATION

This Policy applies to all bargaining unit members in the City of Marlborough.

SECTION III: DEFINITIONS

Prohibited Substances:

Prohibited substances include, but are not limited to: cocaine, opiates (e.g., heroin, codeine), phencyclidine (PCP), cannabinoids (marijuana), amphetamines, and alcohol. The City will test for all of these substances. For the purposes of this Policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Legal and Prescribed Drugs:

A legal prescription means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The appropriate use of legally prescribed and non-prescription medications is not prohibited so long as it does not impair the officer in the performance of his/her duties. However, the use of any substance which carries a warning label that indicates the mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing work-related

duties. The misuse or abuse of legally prescribed drugs or the use of illegally obtained prescription drugs shall be considered prohibited conduct. This prohibition includes the use of medication that is prescribed to an individual other than the employee.

SECTION IV: PROHIBITED CONDUCT

The following conduct is prohibited:

- A. Unauthorized use, possession, manufacture, distribution, dispensation, purchase, or sale of a prohibited substance or alcohol on City business, in City-owned vehicles, in vehicles being used for City purposes, during working hours, effecting work in the workplace, or on City property (except for use of alcohol on City property during non-working hours where use is permitted, and where such use does not affect work performance).
- B. Unauthorized storage of any prohibited substance or drug paraphernalia in a desk, locker, City vehicle or vehicle used for City business or other repository on City property.
- C. Reporting to work under the influence of alcohol or prohibited substance while on City business, in City supplied vehicles, in vehicles being used for City business, during working hours, or on City property.
- D. Possession, use, manufacture, distribution or sale of a prohibited substance while off-duty.
- E. Switching or adulterating any blood, urine, hair or other test sample collected pursuant to this Policy.
- F. Refusing consent to testing or refusing to submit a breath, urine, blood, hair or other test sample for testing, provided that such testing is ordered, and such sample is required in accordance with the provisions of this Policy.
- G. Failing to adhere to the terms of any rehabilitation agreement which the employee has signed.
- H. Conviction, guilty plea or charge that is continued without a finding (CWOFF) under any state or federal drug or alcohol statute.
- I. Failure to immediately notify the appropriate City official of any arrest or conviction for a drug or alcohol offense.
- J. Refusing to comply with the terms of a rehabilitation agreement entered into in accordance with the provisions of this Policy.

Note: Employees shall notify a supervisor if they are taking prescription drugs that could impair performance.

SECTION V: REASON FOR TESTING

Testing of employees for drug and/or alcohol use will be conducted in the following circumstances:

- A. All covered employees will be subject to drug and/or alcohol testing where there is reasonable suspicion to believe that the employee is under the influence of alcohol or a prohibited substance in violation of this Policy. A determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. The observations must be recent, and a supervisor who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse, must be able to express clearly those observations. The behavior

leading to the determination must be documented, as witnessed by the supervisor, within 24 hours. Examples of reasonable suspicion include, but are not limited to the following:

- Overt signs and symptoms of impairment
- The detectable odor of alcohol
- Evidence of drug use, including, but not limited to possession of drug paraphernalia

No test based on reasonable suspicion will be conducted without the written approval of the Mayor or his/her designee.

- B. Each surviving driver involved in an on-duty vehicular accident shall be subject to post-accident drug and alcohol testing if any one of the following conditions is met:
- There is a fatality; or
 - The driver is cited for a moving violation AND either:
 - The vehicle is towed from the scene; or
 - Someone is medically evacuated from the scene.

SECTION VI: CONSEQUENCES OF A POLICY VIOLATION

A positive test in violation of this Policy will result in discipline in accordance with the disciplinary procedures detailed below consistent with just cause. Additional violations of this Policy will result in further disciplinary action, up to and including termination from employment.

The following disciplinary actions will be taken for violation of this Policy:

- A. First Violation: Depending on the specific circumstances of the case, an employee may receive a suspension without pay for his first violation of this Policy up to five (5) days. Employees will be advised that subsequent violations of the Policy may result in further discipline, up to and including immediate termination of employment. Prior to returning from the unpaid leave, the employee shall seek assistance through the Employee Assistance Program (EAP) and provide a certificate to the Mayor establishing that he/she has successfully completed the program.

Note: The City may proceed directly to a more advanced step where there are compelling reasons to justify immediate termination. Follow-up testing shall be conducted after first offense to include a minimum of six random tests during the first 12 months back to work and follow-up testing may continue for up to five years.

- B. Subsequent Violations: May result in termination of employment.

SECTION VII: TESTING PROCEDURES

Drug and alcohol Testing will be conducted by an approved National Institute of Drug Abuse (NIDA) and/or Department of Health and Human Services (DHHS) laboratory. Collection of samples will follow accepted "chain of custody" procedures and include bifurcated samples to assure that the donor will be provided with a sample at his/her request. For positive drug screen results, a representative from the testing laboratory will contact the donor, conduct a medical history, and coordinate with the employee's personal physician, as necessary, to make a final determination of presence of illegal drugs in a test.

Drug and alcohol testing for City employees under this Policy will be conducted as follows:

- A. Upon notification that an employee is subject to testing under this Policy, the Department Head or his designee will contact the Mayor who will arrange for the drug and/or alcohol testing.
- B. The Mayor or his/her designee or the Department Head or his/her designee will promptly set up an appointment for the appropriate tests to be conducted.
- C. The employee will go to the appropriate testing facility, will present a picture I.D. and provide the necessary test samples.
- D. Urine samples will be used to test for controlled substances. Split test samples will be maintained under accepted chain of custody procedures. Breath tests will be used for alcohol testing
- E. Test results will be provided to the Mayor or his/her designee.

The following initial cutoff levels shall be used when screening specimens to determine whether a specimen is negative:

TetraHydraCannabinol (THC)	50 ng/ml
Amphetamines.....	500 ng/ml
Methamphetamines	500 ng/ml
Cocaine.....	150 ng/ml
MDMA (Ecstasy).....	500 ng/ml
Opiates	2,000 ng/ml
Monoacetyl morphine	10 ng/ml
Phencyclidine (Angel dust, PCP)	25 ng/ml
Codeine	300 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values:

TetraHydraCannabinol (THC)	15 ng/ml
Amphetamines.....	250 ng/ml
Methamphetamines	250 ng/ml
Cocaine.....	100 ng/ml
MDMA (Ecstasy).....	250 ng/ml
Opiates	2,000 ng/ml
Monoacetyl morphine	10 ng/ml
Phencyclidine (Angel dust, PCP)	25 ng/ml
Codeine	300 ng/ml

A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening test shall be performed by a qualified individual.

0.02 and below is negative

0.021 – 0.049 requires 24 hours off work

0.05 and above is positive

- F. If an employee tests positive for drugs, he/she at his/her own expense may within twenty-four (24) hours have the second sample, held under chain of custody, tested at another NIDA and DHHA-approved laboratory and shall provide the test results to the City.
- G. If an employee tests positive in a single test, the employee will be referred to a certified Substance Abuse Counselor for appropriate counseling and completion of the EAP. Failure to abide by the requirements of the EAP or the directives of the SAC will result in further discipline, up to and including termination of employment. The Substance Abuse Counselor will be a member of the staff of the City-provided Employee Assistance Program. Nothing in this provision shall be construed to limit the City's authority to discipline an employee who has tested positive under this Policy.

SECTION VIII: CONFIDENTIALITY

Results of tests conducted pursuant to this Policy, as well as documents related to treatment or participation in EAP shall remain strictly confidential and shall remain separate from other personnel material.

ARTICLE XXXIV MILITARY LEAVE


The City will provide firefighters with Military Leave in accordance with the provisions of MGL c. 33, s. 59. Members must request leave with a copy of orders in advance of the leave being granted.

**ARTICLE XXXV
DURATION**

Except as specifically provided herein, this agreement shall be in full force and effective from July 1, 2018 through June 30, 2021 and for succeeding periods of one (1) year unless either party shall notify the other in writing, not more than one hundred twenty (120) days and no less than ninety (90) days of its desire to amend or modify this agreement. Upon receipt of such notification, the parties shall arrange to meet promptly and regularly for the purpose of consummating a new agreement. In the event that one or both of the parties have given notification of its or their desire to negotiate a new agreement within the time limits provided for herein and no agreement has been reached on the date this agreement expires, such agreement shall be extended until such negotiations have been completed and a new agreement takes effect.

In witness whereof, the City of Marlborough has caused this agreement to be signed in its name and behalf, and Local 1714 International Association of Fire Fighters, AFL-CIO, CLC has caused this agreement to be signed in its names and behalf on this 2nd day of June, 2020 :

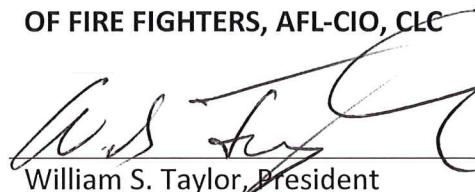
CITY OF MARLBOROUGH




Arthur G. Vigeant, Mayor

Dated: 6/2/2020

**LOCAL 1714, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO, CLC**



William S. Taylor, President



Dana Soroka, Vice President



Joe Arsenault, Secretary



Brian LaCroix, Treasurer

Dated: _____

ATTACHMENT A

**MARLBOROUGH FIRE DEPARTMENT
SALARY SCHEDULE**

NEW COLA WAGE ADJUSTMENT OF 2% EFFECTIVE JULY 1, 2018

POSITION	Start Step	At Six (6) Months	At One (1) Year	MAXIMUM STEPS
FIREFIGHTER	\$ 52,722.66			
FIREFIGHTER		\$ 53,774.14		
FIREFIGHTER			\$ 59,770.25	
FIREFIGHTER				\$ 65,064.98
FIREFIGHTER w/10 years				\$ 65,564.98
FIREFIGHTER w/20 years				\$ 66,064.98
FIREFIGHTER w/25 years				\$ 66,564.98
LIEUTENANT				\$ 75,475.38
LIEUTENANT w/10 years				\$ 75,975.38
LIEUTENANT w/20 years				\$ 76,475.38
LIEUTENANT w/25 years				\$ 76,975.38
CAPTAIN				\$ 82,268.17
CAPTAIN w/10 years				\$ 82,768.17
CAPTAIN w/20 years				\$ 83,268.17
CAPTAIN w/25 years				\$ 83,768.17
BATTALION CHIEF				\$ 89,672.30
BATTALION CHIEF w/10 years				\$ 90,172.30
BATTALION CHIEF w/20 years				\$ 90,672.30
BATTALION CHIEF w/25 years				\$ 91,172.30

NEW COLA WAGE ADJUSTMENT OF 2.5% EFFECTIVE JULY 1, 2019

POSITION	Start Step	At Six (6) Months	At One (1) Year	MAXIMUM STEPS
FIREFIGHTER	\$ 54,040.73			
FIREFIGHTER		\$ 55,118.49		
FIREFIGHTER			\$ 61,264.50	
FIREFIGHTER				\$ 66,691.61
FIREFIGHTER w/10 years				\$ 67,191.61
FIREFIGHTER w/20 years				\$ 67,691.61
FIREFIGHTER w/25 years				\$ 68,191.61
LIEUTENANT				\$ 77,362.27
LIEUTENANT w/10 years				\$ 77,862.27
LIEUTENANT w/20 years				\$ 78,362.27
LIEUTENANT w/25 years				\$ 78,862.27
CAPTAIN				\$ 84,324.87
CAPTAIN w/10 years				\$ 84,824.87
CAPTAIN w/20 years				\$ 85,324.87
CAPTAIN w/25 years				\$ 85,824.87
BATTALION CHIEF				\$ 91,914.11
BATTALION CHIEF w/10 years				\$ 92,414.11
BATTALION CHIEF w/20 years				\$ 92,914.11
BATTALION CHIEF w/25 years				\$ 93,414.11

NEW WAGE ADJUSTMENT ADDING \$1,000 TO BASE WAGES EFFECTIVE JANUARY 1, 2020

POSITION	Start Step	At Six (6) Months	At One (1) Year	MAXIMUM STEPS
FIREFIGHTER	\$ 55,040.73			
FIREFIGHTER		\$ 56,118.49		
FIREFIGHTER			\$ 62,264.50	
FIREFIGHTER				\$ 67,691.61
FIREFIGHTER w/10 years				\$ 68,191.61
FIREFIGHTER w/20 years				\$ 68,691.61
FIREFIGHTER w/25 years				\$ 69,191.61
LIEUTENANT				\$ 78,522.27
LIEUTENANT w/10 years				\$ 79,022.27
LIEUTENANT w/20 years				\$ 79,522.27
LIEUTENANT w/25 years				\$ 80,022.27
CAPTAIN				\$ 85,589.27
CAPTAIN w/10 years				\$ 86,089.27
CAPTAIN w/20 years				\$ 86,589.27
CAPTAIN w/25 years				\$ 87,089.27
BATTALION CHIEF				\$ 93,292.31
BATTALION CHIEF w/10 years				\$ 93,792.31
BATTALION CHIEF w/20 years				\$ 94,292.31
BATTALION CHIEF w/25 years				\$ 94,792.31

NEW COLA WAGE ADJUSTMENT OF 2% EFFECTIVE JULY 1, 2020

POSITION	Start Step	At Six (6) Months	At One (1) Year	MAXIMUM STEPS
FIREFIGHTER	\$ 56,141.54			
FIREFIGHTER		\$ 57,240.86		
FIREFIGHTER			\$ 63,509.79	
FIREFIGHTER				\$ 69,045.44
FIREFIGHTER w/10 years				\$ 69,545.44
FIREFIGHTER w/20 years				\$ 70,045.44
FIREFIGHTER w/25 years				\$ 70,545.44
LIEUTENANT				\$ 80,092.71
LIEUTENANT w/10 years				\$ 80,592.71
LIEUTENANT w/20 years				\$ 81,092.71
LIEUTENANT w/25 years				\$ 81,592.71
CAPTAIN				\$ 87,301.06
CAPTAIN w/10 years				\$ 87,801.06
CAPTAIN w/20 years				\$ 88,301.06
CAPTAIN w/25 years				\$ 88,801.06
BATTALION CHIEF				\$ 95,158.15
BATTALION CHIEF w/10 years				\$ 95,658.15
BATTALION CHIEF w/20 years				\$ 96,158.15
BATTALION CHIEF w/25 years				\$ 96,658.15

NEW WAGE ADJUSTMENT EFFECTIVE JULY 1, 2020 adding a one-time \$500 increase to base pay for all firefighters with at least 10 years of service. Also, EFFECTIVE JULY 1, 2020, create a new step adding \$250 to base wage for firefighters with at least 5 years of service. (EXTRA \$500 annual cash payment in off years is forever eliminated with no June 2020 payment.)

POSITION	Start Step	At Six (6) Months	At One (1) Year	MAXIMUM STEPS
FIREFIGHTER	\$ 56,141.54			
FIREFIGHTER		\$ 57,240.86		
FIREFIGHTER			\$ 63,509.79	
FIREFIGHTER				\$ 69,045.44
FIREFIGHTER w/5 years				\$ 69,295.44
FIREFIGHTER w/10 years				\$ 70,045.44
FIREFIGHTER w/20 years				\$ 70,545.44
FIREFIGHTER w/25 years				\$ 71,045.44
LIEUTENANT				\$ 80,092.71
LIEUTENANT w/10 years				\$ 81,092.71
LIEUTENANT w/20 years				\$ 81,592.71
LIEUTENANT w/25 years				\$ 82,092.71
CAPTAIN				\$ 87,301.06
CAPTAIN w/10 years				\$ 88,301.06
CAPTAIN w/20 years				\$ 88,801.06
CAPTAIN w/25 years				\$ 89,301.06
BATTALION CHIEF				\$ 95,158.15
BATTALION CHIEF w/10 years				\$ 96,158.15
BATTALION CHIEF w/20 years				\$ 96,658.15
BATTALION CHIEF w/25 years				\$ 97,158.15

ATTACHMENT B

MARLBOROUGH FIRE DEPARTMENT RULES AND REGULATIONS

ARTICLE I. THE RULES AND REGULATIONS MANUAL.

SECTION I: PURPOSE

Some rules of conduct are needed in any workplace in order to help everyone work together efficiently, effectively, and harmoniously. Because our mission is to serve the public and because we are empowered with substantial government authority to achieve that mission, we must hold ourselves to high standards of quality service and ethical conduct.

By accepting employment with the City of Marlborough, you have a responsibility to the public, to the City and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary to fulfill our mission, responsibilities, and duty to the public. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work and a more effective servant of the people.

These rules and regulations are intended to serve as general guidance and are not expected to cover every specific act or duty. Much must be left, on various occasions, to the intelligence and discretion of the members. "Member" will refer to any employee of the Fire Department.

The Chief of the Department may, at any time, adopt any rule or regulation or issue any order for the operation, discipline and good order of the Department, as he may deem expedient, provided such rule, regulation or order does not supersede any contrary provision of the collective bargaining agreement and does not change any existing term or condition of employment

Ignorance of the rules and regulations and general orders will not be an excuse for non-compliance therewith, as it is the duty of all members to thoroughly familiarize themselves with them and any changes to them.

SECTION II: PROPERTY

This manual, the property of the City of Marlborough, shall be carefully preserved, and shall be kept up-to-date by inserting new pages as may be furnished from time to time. The Union shall be provided a copy of new or revised pages of the Manual.

SECTION III: SUMMARY OF FIREFIGHTER RESPONSIBILITIES

The responsibility of each member of the Department to protect life and property includes without limitation:

- A. Any and all tasks listed in the Essential Duty Task List developed by the Commonwealth HRD for each Civil Service rank

- B. Responding without delay to all alarms of fire, all calls for emergency medical services, or other assistance requested.
- C. Preventing fires and eliminating any condition which may be the cause of fire, i.e., Fire Prevention Programs and Inspections.
- D. Calling to the attention of the Chief of the Department any conditions or acts on a part of persons or businesses which may lead to fire hazards.
- E. Performing any and all duties assigned.

ARTICLE II. FIREFIGHTER CODE OF ETHICS.

SECTION I: PURPOSE

Firefighters have the responsibility to conduct themselves in a manner that reflects proper ethical behavior and integrity. In doing so, a firefighter helps foster a continuing positive public perception of the fire service.

SECTION II: REQUIREMENTS

All firefighters of the City of Marlborough shall:

- A. Always conduct himself/herself, on and off duty, in a manner that reflects positively on the firefighter, the Department, and the fire service in general.
- B. Accept responsibility for his/her actions and for the consequences of his/her actions.
- C. Support the concept of fairness and the value of diverse thoughts and opinions.
- D. Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- E. Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- F. Conduct his/her personal affairs in a manner that does not improperly influence the performance of his/her duties or bring discredit to the Department.
- G. Be respectful and conscious of each member's safety and welfare.
- H. Recognize that he/she serves in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment, and that these are protected from misuse and theft.
- I. Exercise professionalism, competence, respect, and loyalty in the performance of his/her duties and use information, confidential or otherwise, gained by virtue of his/her position, only to benefit those he/she is entrusted to serve.
- J. Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by the firefighter's official position or have the potential to create the perception of impropriety.
- K. Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
- L. Never engage in activities involving alcohol or other substance use or abuse that can impair the firefighter's mental state or the performance of his/her duties and compromise safety, while on duty.
- M. Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- N. Never harass, intimidate, or threaten fellow members or the public and stop or report the actions of other firefighters who engage in such behaviors.

- O. Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass the Department, the fire service, and the public. Failure to resolve or report inappropriate use of this media equates to condoning this behavior.

ARTICLE III. STANDARDS OF CONDUCT.

SECTION I: PHYSICAL FITNESS

All members of the Department shall keep themselves in good physical condition in order to be able to carry out their respective duties.

SECTION II: COURTESY

All members of the Department shall treat the public with courtesy, shall be civil and orderly, and keep their emotions under strict control.

SECTION III: IMPARTIALITY

Members shall be fair and impartial in their dealings with the public and not discriminate against or show favoritism to anyone because of race, creed, color, gender, religion, national origin, status or prestige.

SECTION IV: REPORTING FOR DUTY

Members shall report for duty at the time and place required by their job assignment, physically and mentally fit and properly equipped to perform their duties. Punctuality will be rigidly insisted upon, and only the best of reasons, that a member's delay in reporting on time at his station or at a fire to relieve off-going groups, was unavoidable, will be accepted. Members of the Department shall report for duty unimpaired by alcohol or controlled substances, nor shall they possess, use, consume, or ingest alcohol or controlled substances while on Department property. They shall not engage in any activity that causes them to neglect or be inattentive to their duty. They shall remain at their job assignment and on duty until properly relieved by another member or dismissed by a superior officer.

SECTION V: NEGLECT OF DUTY AND SAFETY PRACTICES

The following are prohibited: (a) Being absent from assigned duty without leave; leaving post or assignment without being properly relieved; or failing to take suitable and appropriate action when any fire, medical emergency or other incident requires fire department attention or service; (b) Willful violation of security or safety rules or failure to observe safety rules or City safety practices; (c) Failure to wear required safety equipment.

SECTION VI: USE OF LANGUAGE, CONDUCT TOWARD OTHER FIREFIGHTERS AND OFFICERS

Members shall not use obscene, abusive, immoral, disrespectful or other improper language toward any supervisor, firefighter, or member of the public. No officer or member shall speak disrespectfully about or act in a disrespectful or insolent manner toward any firefighter or officer.

SECTION VII: DUTY OF OFFICERS

Officers shall be vigilant and active in enforcing the rules, requiring strict compliance therewith and promptly correcting any irregularities. No officers shall tolerate, or connive at, any violations or evasion of rules. In all official relations with their subordinates, officers shall maintain a proper reserve and shall exact the courtesy and respect which their rank demands.

SECTION VIII: CIVIL RIGHTS

Members of the Department shall not violate the civil rights of any member of the public, member of the Department or employee of the City.

SECTION IX: CONFORMANCE TO LAWS

Members shall observe and obey all Federal, State and City laws and ordinances.

SECTION X: CONDUCT UNBECOMING A FIREFIGHTER

Members of the Department shall maintain the highest standard of conduct both on and off duty, recognizing that inappropriate conduct, even off-duty, impairs the reputation of the City and the Department, impairs Department and community confidence in the City and the Department and lowers the service in the eyes of the public. Members shall not engage in conduct that is immoral, indecent, or so egregious as to undermine the confidence of the public in the Department or the City's capacity to fulfill its functions to the public in a fair, safe and effective manner. In addition, members shall not engage in: (a) Malicious comments about others and/or spreading rumors harmful to individuals or the City's interests; (b) Engaging in behavior designed to create discord and lack of harmony; (c) Interfering with another employee on the job; (d) Willfully restricting work output or encouraging others to do the same; (e) Immoral conduct or indecency while on duty or while on City property; (f) Actions in violation of your public trust, including abuse of the authority vested in you as a public official, to seek unwarranted gain or exemptions for yourself or others; (g) Off-duty conduct so egregious or otherwise as to undermine the confidence of the public in the City's capacity to fulfill its functions to the public in a fair, safe, and effective manner. Concerning off-duty conduct the City shall have the burden of proving that such conduct meets the standards of this section.

SECTION XI: NO CRIMINAL CONDUCT

Members shall not engage in criminal conduct or acts of violence, make threats of violence toward anyone on City property or when representing the City, fight or provoke a fight on City property. The City regards fighting as a very serious offense. If confronted by another employee or member of the public, we expect you to retreat and not escalate the situation or retaliate. You should only take defensive action.

SECTION XII: NO UNAUTHORIZED WEAPONS

Members shall not possess unauthorized dangerous weapons, firearms or explosives on City property or while on duty.

SECTION XIII: ILLNESS/INJURY/EMERGENCY LEAVE

Members shall notify the Chief immediately of any illness, injury or emergency that prevents them from performing their duties. Feigning Illness or Injury – A member shall not feign illness

or injury, falsely report himself ill or injured, or otherwise deceive or attempt to deceive any superior officer as to the condition of his health.

SECTION XIV: OFF-DUTY EMPLOYMENT

Permanent members shall consider their Fire Department employment as their primary employment. No member shall engage in any employment that would constitute a conflict of interest, bring discredit on the Department or impair on-duty performance.

SECTION XV: HONESTY AND TRUTHFULNESS

Members shall tell the truth at all times, including without limitation in all Department, judicial and administrative investigations, hearings, trials, proceedings and reports. The following conduct is strictly prohibited:

- A. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying the reason for a leave of absence or other data requested by the City; failing to tell the truth at any time during the course of your employment with the City; intentionally and willfully misrepresenting information about the City or its employees to members of the media; failing to tell the truth during the course of a City investigation; alteration of City records or other City documents.
- B. Theft of City property or the property of fellow employees; unauthorized possession or removal of any City property, (including documents), from the premises without prior permission from management; unauthorized use of City equipment or property for personal reasons; using City equipment for profit.

SECTION XVI: FALSE INFORMATION ON RECORDS

A member or employee shall not make or submit any false or inaccurate reports or knowingly enter or cause to be entered into any departmental books, records or reports, any inaccurate, false or improper information.

SECTION XVII: COOPERATION WITH DISCIPLINARY INVESTIGATIONS

Employees who are directed to provide information about incidents or other matters under investigation shall do so promptly, completely and truthfully. Members shall be required to state the facts truthfully when appearing in any proceeding. This section does not impair any statutory right to union representation or constitutional privileges applicable to disciplinary investigations.

SECTION XVIII: CONDUCT ON CALLS

Members are expected to be courageous without being reckless and to strictly obey all orders of their superiors.

SECTION XIX: USE OF PROPERTY

Department telephone, computers, and vehicles shall not be used for personal business or private purposes except as specifically authorized by the Chief or his designee.

SECTION XX: ABUSE OF PROPERTY

Members shall not intentionally or carelessly damage, deface, lose or destroy any Department property, including documents. In any instance where Department property is damaged, defaced, lost or destroyed, the member shall file a report. No member shall take, sell, give away, loan or otherwise dispose of any property belonging to the Fire Department, nor shall any member use City equipment or property without express permission of the Chief. All property of the Department shall be returned upon the resignation or discharge of the member or if the Chief otherwise directs.

SECTION XXI: INCURRING DEPARTMENT LIABILITY

An officer or employee shall not incur a liability chargeable to the Fire department without prior knowledge and consent of the Chief or his designee.

SECTION XXII: OBEDIENCE

Members must readily and punctually obey the orders and instructions of their superiors. If such orders or instructions appear to be unreasonable or improper, the member may, after carrying out the same, appeal to the Chief. Orders which clearly and unreasonably jeopardize life or safety shall not be subject to this section.

SECTION XXIII: OFFICIAL INFORMATION

Dissemination of members and employees shall treat the official business of the Department as confidential and shall conform to the following guidelines: information regarding official business shall be disseminated only to those for whom it is intended in accordance with established departmental procedures; access to department files, records and reports shall be limited to those members and employees authorized by the Chief; official records or reports shall not be copied or removed from the fire department except in accordance with established departmental procedures; the identity of any person giving confidential information to the department or to any member thereof in the information regarding official business shall be disseminated only to those for whom it is intended in accordance with established departmental procedures.

SECTION XXIV: PUBLIC STATEMENTS

No member or employee shall make, publish, or issue derogatory, discreditable or disparaging public statements concerning the department or its members, which might tend to undermine the efficiency of department operations and/or the morale of its membership. This provision does not override an employee's First Amendment right to free speech on matters of public concern.

SECTION XXV: NO VIOLENCE

Members of the Department shall not employ physical violence, threaten, intimidate or coerce supervisors, fellow firefighters or members of the public. Such conduct is prohibited at all times, whether the employee or employees concerned are on-duty or off-duty, and whether the conduct occurs on or off City premises.

SECTION XXVI: CONFLICT OF INTEREST

Members shall not act in a manner that violates public trust, abuse the authority vested in the member as a public official, or seek unwarranted gain or exemptions for themselves or others. As a public agency, it is very important that Department employees take extraordinary care to be sure that they do not take official actions that either are or may give the appearance of being improperly influenced by personal gain or benefit. Personal or business transactions with outside individuals or organizations with whom the City conducts business creates the potential for such conflict. Accepting gifts or gratuities from persons who do business with the City is always inappropriate. Accepting gifts in excess of \$50 value has been determined by the State Ethics Commission to violate the State Ethics Law. Members shall participate in conflict of interest training as required of all public employees under State Ethics laws and regulations.

SECTION XXVII: RESPECT FOR PRIVACY

Prohibited conduct includes violating the privacy of others by release of confidential or protected information to outside individuals, organizations, or to unauthorized City employees; breach of confidentiality of personnel or personal information.

SECTION XXVIII: NO HARASSMENT

Members of the Department shall not harass, sexually or otherwise, any member of the public, member of the Department or employee of the City. Members shall refrain from telling sexist or racist jokes, or using sexist, racial or ethnic slurs. Members will read and comply with the City's and/or Department's Sexual Harassment Policy and are responsible for reporting sexual harassment that they observe even if they are not the victims.

SECTION XXIX:

Members shall keep the Department informed of their home address, telephone number, email, or any change in same and such information shall be kept on file and reported by said member to Headquarters. Member shall also promptly report any change in motor vehicle license status, and any expiration or suspension of any required certification.

SECTION XXX:

Whenever summoned or called before any court, board, or commission outside of the department, for the purpose of investigation or any other reason involving department business, immediately notify the Chief of Department.

SECTION XXXI:

Members shall keep their knowledge of rules up to date. It shall be the duty of the department to make a copy of every order hereafter issued which changes or affects these rules and regulations.

ARTICLE IV. HARASSMENT POLICY.

It is essential that the City of Marlborough provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses that might interfere with work performance. Harassment of any sort -- spoken, written, physical, visual -- will not be tolerated.

SECTION I: HARASSMENT DEFINED

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature. Any action which is verbally or physically intimidating, coercive, or creates a hostile work environment will be viewed as harassment. If you believe you have been subject to harassing behavior, contact your supervisor immediately. If you are reluctant to discuss the matter with your supervisor, you may refer the matter to any of the individuals or departments outlined in the reporting section below.

SECTION II: SEXUAL HARASSMENT

Sexual harassment is of particular concern in the workplace. Not only is it destructive of workplace harmony and teamwork, it is discriminatory and will not be tolerated. Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of his/her position or creates an intimidating, hostile or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly. Sexually harassing conduct may be harassment by a man towards a woman, a woman towards a man, or between persons of the same sex. The harasser does not necessarily have to be the victim's supervisor.

The victim does not necessarily have to be the one to whom the remarks or conduct are directed but may be someone whose ability to work is adversely affected by an intimidating or hostile working environment created by the behavior of others. The harasser or the victim could be a member of the public who comes in contact with a City employee.

SECTION III: REPORTING RESPONSIBILITY

All City of Marlborough employees, particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the City to do so.

SECTION IV: REPORTING PROGRESS

Any incident of harassment must be immediately reported to your supervisor or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subjected to disciplinary action, up to and including discharge for just cause. The City will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken against any employee making a good faith report of alleged harassment.

The individual who makes unwelcome advances, threatens, or in any way harasses another employee may be personally liable for such actions and their consequences.

SECTION 5: CONFIDENTIALITY

All complaints will be handled by City employees in confidence in a manner which respects your wishes for confidentiality, consistent with the City's need to investigate, and, if warranted, take corrective action. All complaints need to be investigated, thus complete confidentiality cannot always be assured. Any complainant concerned about confidentiality should discuss that matter with the individual with whom the complaint is filed. If you believe that you have been the victim of sexual harassment, then you owe it to yourself and to your coworkers to report the matter and to allow the City to ensure that the working environment of the City is free from sexual harassment.

**MARLBOROUGH FIRE DEPARTMENT
RULES AND REGULATIONS**

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this rules book and pledges to thoroughly learn and adhere to all provisions. Failure to comply with the above will be considered neglect of an order.

All members and employees shall become thoroughly familiar with the provisions within sixty (60) days of receipt of their rules book.

The rules book remains the property of the Marlborough Fire Department, and all members and employees are held responsible for keeping their copy up to date, by inserting or removing revisions as amended or abstracted. Further, all members and employees shall be held responsible for keeping their copy in good order, properly caring for said rules book. Upon discharge from the Department, every member and employee shall return their issued rules book, and all equipment issued, forthwith to the Chief.

Herein is contained information and direction relative to areas of conduct, order and operating procedures of the Department. By systematic application of the principles and rules contained herein, and those issued in the future, every member can fully expect to enjoy the benefits of a rewarding career in the service of the Fire Department.

Issued to: _____
(Name & Title)

On: _____
(Date)

Received by: _____
(Signature of Recipient)

Witness: _____
(Signature of Chief)