

AGREEMENT  
 TOWN OF FOXBOROUGH  
 AND  
 FOXBOROUGH PROFESSIONAL  
 FIREFIGHTERS ASSOCIATION, LOCAL 2522  
 July 1, 2014 – June 30, 2016

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This Agreement is entered into by and between the Town of Foxborough hereinafter referred to as the "Town", and the Foxborough Professional Firefighters Association, Local 2252, International Association of Firefighters hereinafter referred to as the "Association".

**WITNESSETH:**

**WHEREAS** the well-being of the employees covered by this Agreement and the efficient and economic operation of the Fire Department require that an orderly and constructive relationship be maintained between the parties; and

**WHEREAS** the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and fire administration; and

**WHEREAS** the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

**ARTICLE I**  
**RECOGNITION**

**SECTION I**

The Town recognizes the Association as the exclusive representative, for the purposes of collective bargaining relative to wages, hours, and other conditions of employment, of all career personnel in the classification of Firefighter, Firefighter/Paramedic, Firefighter/Emergency Vehicle Technician, Fire Lieutenant, Fire Captain and positions filled by the Fire Chief which are the Fire Alarm Supervisor, Training Coordinator, Emergency Medical Services (EMS) Coordinator, Community Education Coordinator, S.C.B.A. Maintenance Technician, Lead Fire Investigator and Information Systems Coordinator. The Town and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association.

The Town agrees not to make any individual or collective bargaining agreements with any employee covered under Article 1 of this Agreement, which are contrary to this Agreement.

**SECTION 2**

The Town agrees not to discriminate against employees covered by this Agreement because of Union membership or Union activity, and the Town and the Union agree not to discriminate against employees covered by this Agreement because of race, religion, national origin, sex or age and the Town is committed to providing employment opportunities by recruiting, hiring, training and promoting for all job classifications without regard to race, religion, national origin, sex or age.

**ARTICLE 2**

**NO STRIKE CLAUSE**

**SECTION 1**

The Association covered by this contract, on its own behalf, and on behalf of each employee that it represents hereby agrees and covenants that, during the terms of this Agreement, it will not authorize, approve, participate or in any way encourage any strike, work stoppage or slow down, or withhold any service, including extra-hour services from the employer, the **TOWN OF FOXBOROUGH**.

**ARTICLE 3**

**UNION DUES**

**SECTION 1**

The Town shall deduct dues from paychecks of Union Members upon receipt of a signed authorization from members in the amount specified. The Town shall forward such deductions to the Association each month.

**ARTICLE 4**  
**DEFINITIONS**

**SECTION 1 WORK WEEK**

The work week is the average hours worked on an assigned shift. The average work week shall be in accordance with the provisions of the Agreement.

**SECTION 2**

The regular hourly wage rate is determined by dividing the employees' regular weekly pay rate by forty-two (42) hours.

**SECTION 3 STEP INCREASE**

An increase in pay granted after completing a specified period of time at an existing step in the wage schedule shall be identified as a STEP INCREASE. Step increases shall be in accordance with the provisions of this Agreement.

**SECTION 4 HOURS**

The work week for all career employees covered by this Agreement shall average forty-two (42) hours over an eight week cycle which shall be composed of one twenty-four (24) hour tour of duty, a twenty-four (24) hour period off-duty, another twenty-four (24) hour tour of duty, and then five consecutive twenty-four (24) hour periods off-duty.

**SECTION 5 DAY**

A day shall be defined as a normal tour of duty, namely a ten (10) hour day and/or a fourteen (14) hour night for leave purposes except for special assignments or as otherwise provided in this agreement.

**SECTION 6 SUBSTITUTIONS**

Career members of the Fire Department shall be permitted to substitute or exchange time with members within the Department only upon prior approval of the Shift Commander on the group where the exchange will be made and upon notification of Fire Administration by the Shift

Commander. All requests will be made and approved by the Shift Commander in advance of the shift exchange.

## **SECTION 7 STAFFING**

Effective July 1, 2015, all members who take Vacation, Holiday and Personal Leave shall be covered rank for rank. The purpose of this section is to establish consistent shift staffing patterns. Should this rank for rank coverage result in an overrun of 4% of the Fire Department salary budget in any fiscal year, or if the amount of ambulance receipts should sustain a 20% or greater drop in any fiscal year as compared to the FYE 2014 ambulance receipts, the parties agree to reopen this provision and renegotiate and correct any budgetary imbalance. Moreover, if Article 5 Section 7 is reopened by the parties and the rank for rank coverage provision is rescinded, the provisions of Article 5, Section 8 will also be rescinded.

## **SECTION 8**

Administration may use a provisional firefighter for long-term injuries/illness and military leave. Long term shall be defined as a projected absence lasting longer than 30 days. Provisional must be a Massachusetts certified paramedic. Provisional must be hired for the 42 hours per week position.

## **JOB CLASSIFICATION**

### **SECTION 9 ADMINISTRATIVE (DAY) CAPTAIN**

The Administrative (Day) Captain's base pay grade shall be 10% above the Captain's base pay grade. The workweek shall be an average of 42 hours to remain consistent with other employees subject to this collective bargaining agreement. The schedule shall be Monday-Friday with four 8.5-hour days and one 8-hour day. Also as the workload shifts, it may be necessary to work 4-10.5 hour days to accomplish the goals and objectives of this position. The "Administrative Captain" shall not be considered part of the regular shift compliment. The "Administrative Captain" shall have a town vehicle available for use. Captains shift appointments shall be on the basis of seniority. The "Administrative Captain" position shall be filled by the junior Captain should no other Captains wish to serve in that position.

**SECTION 10 LIEUTENANT**

The parties agree to re-establish the position of lieutenant (one per working group). Base pay for a Lieutenant shall be 10% above a top step Firefighter/Paramedic.

**SECTION 11 CAPTAINS**

Following the reestablishment of the Lieutenant rank, a Captain's base pay grade shall be adjusted to be 10% over a Lieutenant's base pay grade.

**ARTICLE 5**

**EMPLOYEE RIGHTS AND REPRESENTATION**

**SECTION 1**

Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association Officer or representative or otherwise, and including the right to present Association views and positions to the public, to officials of the Town and the Department, and of the General Court, or to any other appropriate authority or official. Without limiting the foregoing, the Town agrees that it will not add, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations or administration of the Association.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Association; or
4. Discriminate against an employee because they have given testimony or taken part in any grievance procedures or other hearings, negotiations or conferences for or in behalf of the Association.

**SECTION 2**

Members of the Association Grievance Committee, not to exceed two (2) shall be granted leave from duty without loss of pay for meetings between the Town and the Association and for time required to present grievances. When reasonably possible, such presentation shall be done outside of scheduled working hours.

**SECTION 3**

The Association shall provide the Department and keep updated a list of its officers and Bargaining Committee members.

**SECTION 4**

Upon employee request, the Chief will supply employees with specific reasons for group or individual transfers. Disciplinary or punitive transfers will only be for just cause.

**ARTICLE 6**

**PERSONNEL SENIORITY AND DUTIES**

**SECTION 1**

Seniority of service shall mean service in the Department which has been continuous and uninterrupted service in the Department, with the exception of Military Leave.

Seniority shall prevail in all benefits, vacation, or any other benefits that may be granted. In the event that there is a lay off, reduction in work hours, or any curtailment of the present service, by the Town, that is reflected in the Fire Department personnel, such curtailment that results in reduction of personnel shall be by reverse order of seniority.

Seniority, and any other rights of firefighters shall not be broken by vacation time, sick time, injury time, or call to military service for the duration.

**SECTION 2**

Employees covered by this Agreement who are laid off shall have right of first refusal to be rehired by the order of seniority within a period of not more than five (5) years.

Prior to a reduction in force (R.I.F.), the affected employee(s) shall be given an exit interview and evaluation.

The returning employee(s) shall successfully complete a physical exam plus chest x-ray and drug screening and shall return at the same pay step in the current contract.

**ARTICLE 7**  
**PROMOTION**

**SECTION 1**

To be deemed eligible to participate in the promotional process, members must have completed more than five (5) years' time in grade as a Foxborough Firefighter at the time of the exam announcement and be matriculated into a Fire Science degree program. Members must also have a minimum of thirty (30) credit hours toward said degree.

**SECTION 2**

Promotional exams shall be conducted every three (3) years. Notice of upcoming promotional exams shall be posted on the fire department bulletin board at least ninety (90) days prior to the promotional examination. All interested employees shall apply in writing to the Fire Chief no less than thirty (30) days prior to the examination. The posting notice shall set forth the position to be filled, dates that written and assessment examinations are to be held, and the material to be covered by the written portion of the examination.

**SECTION 3**

The parties agree that it is in the best interests of both the union and the employer that the promotional process be as fair and objective as possible and that employees be afforded

sufficient and accurate notice of the materials to be tested and the procedures for ultimately deciding on promotions. Toward that end, the parties agree to the following:

- a. The parties shall utilize a multiple choice examination format for the entire written portion of the examination.
- b. The employer shall identify the exact study materials that will serve as the basis for the examination so that all candidates will have the same opportunity to prepare for the examination and to ensure that all candidates will be tested on the same material.
- c. An independent testing authority will be selected that is jointly selected by the union and the employer shall be employed to ensure the relevance and quality of the examinations and who shall review the questions on examinations. This independent authority shall have the right to strike any questions or examination procedures that the authority deems unsuitable for an examination for promotion in the fire service.
- d. The notice of each examination shall specify the nature and content of the study materials and clearly explain the procedures for taking and conducting all examinations written and oral. It is further agreed that there will be the same evaluator(s) at each station for all candidates, and study materials that are pertinent to the position shall be selected.

#### **SECTION 4**

- a. The written examination portion of the process shall constitute fifty percent (50%) of the score and the assessment center portion shall constitute thirty-five percent (35%) of the score. A minimum score of seventy percent (70%) on each portion of the promotional process shall be required in order to qualify for promotion. The remaining fifteen percent (15%) required in order to reach one hundred percent (100%) shall be divided as follows:

**Seniority:** One percentage point for each year worked, after five (5) consecutive years of service until a total of five percent (5%) is reached.

**Certifications:** Certifications held in the following area will be worth one percent (1%) for each of the following. Certifications must be issued through the Mass Fire Training Council. Copies of such certifications shall be furnished to the Chief thirty (30) days prior to the written exam.

- Fire Officer I
- Fire Officer II
- Fire Instructor I
- Fire Instructor II
- Fire Inspector I
- Fire Inspector II
- Fire Safety Officer

**Education:** An Associates in Fire Science degree is worth four (4) percentage points; Bachelors in Fire Science is worth five (5) percentage points.

- b. The Fire Chief shall appoint the employee receiving one (1) out of the four (4) highest final scores.
- c. This will go into effect: 2<sup>nd</sup> Week of April, 2014.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

#### **SECTION 1**

The Association recognizes the right and power of the Chief to select and hire all employees, to determine the necessity for filling a vacancy, to transfer employees from one shift to another, to suspend, discipline or discharge employees, to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to set hours of employment when required because of lack of work or curtailment of work, and generally to control and supervise the Department's operations and to exercise the other customary functions of Management in carrying on its operation.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**SECTION 1**

A grievance is a difference of opinion as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party hereto with any of its obligations under the Agreement. This does not limit the Association or the Town from bringing up for discussion and possible agreement any other differences which might arise between the parties hereto. However, such other differences shall not be the subject of arbitration other than by the mutual agreement of the parties. Should a grievance arise between the Association and the Town, an earnest effort shall be made to settle such grievances immediately.

**SECTION 2**

The Association representative, with the aggrieved employee, shall take up the grievance or dispute in writing with the Chief within ten (10) calendar days of the date of the grievance or within ten (10) calendar days of when he reasonably should have knowledge of its occurrence. The Chief shall attempt to adjust the matter and shall respond to the Association representative within ten (10) calendar days.

**SECTION 3**

If the grievance still remains unadjusted, it shall be presented to the Selectmen in writing within fifteen (15) calendar days after the response of the Chief is due. The Selectmen shall respond in writing within twenty-one (21) days.

**SECTION 4**

If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

**SECTION 5**

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Association within (7) days after notice has been given. If the parties are unable to select an arbitrator, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The arbitrator shall have the authority to settle only a grievance, which concerns the interpretation and applications of this Agreement. Any grievance appealed to an arbitrator over which they shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.

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

The expense for the arbitrator’s services and the proceedings shall be borne equally by the Town and the Association. Either party may make a record of the proceedings at its own expense.

**ARTICLE 10**  
**HOLIDAYS**

**SECTION 1**

The following days shall be considered as holidays:

NEW YEARS DAY  
MARTIN LUTHER KING DAY  
WASHINGTON’S BIRTHDAY  
PATRIOT’S DAY  
MEMORIAL DAY

INDEPENDENCE DAY  
LABOR DAY  
COLUMBUS DAY  
VETERANS’ DAY  
THANKSGIVING  
CHRISTMAS

**SECTION 2**

Total paid holidays shall not exceed eleven (11) in any one year, but employees are guaranteed eleven (11) paid holidays as outlined.

**SECTION 3**

Effective July 1, 2009, each member of the Bargaining Unit is entitled to thirteen (13) hours time or thirteen (13) hours pay at the straight time pay rate for the holidays listed in Section 1.

**SECTION 4**

Request to take holiday time off requires 24 hours written notice to the Chief. Holiday time can be taken in no less than two (2) hour increments.

**SECTION 5**

Whenever an additional holiday is declared by the General Court and it is granted to other groups of employees under the supervision of the Board of Selectmen, it shall also apply to employees covered by this contract.

**SECTION 6**

At the option of an employee, if sick on a holiday, they shall be granted sick leave, and no charge made against their holiday time.

**SECTION 7**

If a holiday falls during a vacation period, it shall be charged as a vacation day and the employee shall be credited with the holiday.

**SECTION 8**

Any employee whose services are required and who works on any of the eleven holidays so designated, shall receive additional compensation at the rate of one times the straight time hourly earnings for each hour or portion thereof worked on the holiday or any overtime pay if applicable.

**ARTICLE 11**  
**SICK LEAVE PROGRAM**

**SECTION 1**

After completion of their six months' probationary period, each employee shall earn sick leave at 24 hours per month of employment and shall be cumulative to 210 X 12 or 2,520 hours (210 days based on an average of a 12 hour day).

One year of full time service	288 hours
Two years of full time service	576 hours
Three years of full time service	864 hours
Four years of full time service	1152 hours
Five years of full time service	1440 hours
Six years of full time service	1728 hours
Seven years of full time service	2016 hours
Seven years four months of full time service	2112 hours
Eight years of full time service	2304 hours
Eight years nine months of full time service	2520 hours

Career employees who have completed at least one year of employment and who have exhausted their sick leave shall be credited with 40 hours sick leave two weeks after their return to work.

An employee's appointive or administrative authority may require a physician's certificate covering the period of absence from work due to illness.

After one year of service an employee may be granted 56 hours per year for illness in immediate family. This shall be deducted from the employee's sick leave credits. The 56 hours per year is not cumulative.

**SECTION 2**

**Sick Leave Buy Back**

On retirement under M.G.L. Ch. 32, an employee shall receive the following percentage payments for unused sick leave, calculated at the rate in effect upon retirement, for all days in excess of 75:

For 10 years of service	15%
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For 15 years of service	20%
For 20 years or more of service	25%

A career employee, who upon retirement under M.G.L. Ch. 32, that has been at the maximum sick leave earnings for a minimum of six (6) months shall have his/her sick leave buy back calculation based upon 50 day criteria instead of 75.

An exception may be made by Fire Administration for an employee who has suffered a catastrophic non-service connected illness/injury.

### **SECTION 3**

#### **Injury While in the Line of Duty**

Any employee covered by this contract, who is injured while responding to, during, or returning from a call for service, or while on duty at the Fire Station, shall be fully compensated by the Town for medical bills and for loss of pay during the period of such incapacity, and shall not have sick leave deducted for any time lost for injury. While on injured leave, an employee may not engage in any outside employment.

### **SECTION 4**

#### **Sick Leave**

An employee who has used sick leave (any type) shall not be eligible for any type of overtime or detail for the 24 hours that follow the conclusion of the shift that the sick leave was taken. This does not apply to IOD or an employee returning from more than four consecutive 24-hour shifts of sick leave. Any overtime or detail hours offered to a member who is deemed ineligible under the terms of this provision, during the 24 hours following the use of sick leave, shall be recorded as if they were eligible.

### **SECTION 5**

The Town and Local 2252 members employed by the Foxborough Fire Department shall establish a sick leave bank. The following shall govern the actions of the Sick Leave Bank and the Committee appointed to administer it.

- a) A committee shall be established consisting of the President of Local 2252, one (1) member of the Executive Board appointed by the President of Local 2252, one (1) member of rank and file appointed by the President of Local 2252, the Fire Chief and the Town Manager. A majority vote of the members of the committee shall be necessary to grant sick leave under this article.
- b) The granting of additional sick time from said bank will not be arbitrary or capricious.
- c) The amount of sick time in the bank will be determined by the voluntary donation of no more than three (3) twenty-four (24) hour shifts annually from members wishing to do so or upon the request of Local 2252. The sick bank shall have a maximum of two hundred (200) twenty-four (24) hour shifts.
- d) Any sick leave donation to the bank will not be counted as sick time used towards the member donating it. However, it will be deducted from the member's sick leave balance.
- e) Sick days contributed by members to the sick bank will be added to the bank on the first day of the fiscal year. Members may donate to the bank as stated in Section 3 at any time. Local 2252 shall transmit the list of members making contributions and amount of the contributions to the Chief of Department on the first day of the fiscal year. It shall be the responsibility of Local 2252 to account for all debits, credits and the balance of the sick bank.
- f) Any member seeking sick days from the sick bank must petition the Committee in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under doctor's care and the severity and expected length of injury/illness. This medical information will be considered confidential and cannot be released to the membership by the committee.
- g) A member of Local 2252 who petitions the committee must have exhausted all of his or her contractual time off such as accrued sick leave, vacation leave and personal leave

before petitioning additional sick time off the bank. Once all accrued time is exhausted, there shall be no waiting period to receive sick bank days.

- h) The petition shall be judged on the following criteria only:
  - a. The severity of the stated injury/illness.
  - b. The overall need of said member.
  - c. The member's attendance and employment records.
  
- i) The Committee shall not grant more than sixteen (16) shifts to a member at any one time. However, after the sixteen (16) shifts have been exhausted, the member may re-petition the Committee provided an updated doctor's prognosis is filed with the petition. There will be no limit as to how many times a member may petition the committee.

A concise written decision from the Committee shall be sent to the petitioner. Each member is responsible for knowing his/her limit of sick days, vacation time and related time off. Member should petition the Committee in a timely fashion so as not to risk losing salary or benefits.

## **ARTICLE 12**

### **LIGHT DUTY**

#### **SECTION 1**

The first concern of Fire Administration for an injured or ill member of the Fire Department is their welfare. In the case of a service connected injury or a non-service connected illness or injury that will require an extended period of recuperation, Fire Administration remains concerned with the health and welfare of the employee and is also desirous of returning the employee to productive status on behalf of the Fire Department and the employee as soon as it is practical.

Any employee who is on injury leave for six months (or earlier by consent of the parties) or who is on sick leave and is mobile during the recuperation period may be requested by Fire Administration to consult with his/her physician in order to access availability for light duty

within the Fire Department. No employee will be placed in a light duty status without authorization from the employee's physician. No employee shall be placed in a light duty status against the advice of the employee's psychological counselor, psychologist, or psychiatrist.

Any employee placed on light duty status from sick leave or injury leave status shall be allowed a maximum of six calendar months of light duty status.

This policy is not intended as a substitute for the provisions of M.G.L. chapter 41, section 111F, but rather as an alternative to employees, and benefits accruing to employees by law and contract shall not be diminished by virtue of being on light duty status.

Once authorization is received from the employee's physician, the employee may be placed on light duty for eight (8) hour days (0800-1600) Monday through Friday or portions thereof.

Examples of light duty that may be assigned are as follows:

1. Assisting in the Control Room
2. Assisting the Training Coordinator
3. Working with Fire Administration and Support Staff at Fire Department Headquarters

In the event a firefighter is assigned to light duty, such light duty shall not interfere with on-going medical treatment. During any period when light duty is being performed, if a firefighter loses work time and such loss is related to a line of duty injury, the lost time shall be charged to injured leave status and not sick leave.

Light duty status shall cease when the firefighter is either capable of returning to full duty status, is retired, or when his or her physician reports that he/she cannot continue in any light duty capacity at all or in a particular light duty assignment.

Employees participating in light duty status shall receive full wage and benefit compensation.

Neither Fire Administration nor the Town of Foxborough intends in any way to compromise the effort or ability of an employee to seek a Section 111F disability retirement as a result of being

on light duty. This policy shall have no application if a department head files an application for involuntary retirement.

If an employee on light duty status applies for accidental disability retirement, upon submission of the appropriate forms, the light duty assignment shall be terminated and the employee shall be restored to Section 111F leave or sick leave, as the case may be.

Utilization of light duty personnel shall not impact on the standard staffing patterns of the department.

**ARTICLE 13**  
**VACATIONS**

**SECTION 1**

An annual vacation with pay for full time employees covered by the Agreement shall be as follows:

For 1 to 5 years of service	2 weeks per year, 96 hours pay
For 5 to 10 years of service	3 weeks per year, 144 hours pay
For 10 to 20 years of service	4 weeks per year, 192 hours pay
For 20 or more years of service	5 weeks per year, 240 hours pay

The choice of vacations shall be on the basis of seniority in the department and subject to approval by the Chief. Vacations shall be based on the calendar year, shall not be cumulative, and shall have no monetary value for time not taken. No employee shall lose any vacation time they might otherwise have been entitled to prior to the execution of this contract. New employees shall be eligible to use one week vacation upon completion of the six-month probationary period.

**SECTION 2**

At least 48 hours' notice must be given to the Chief in writing prior to taking a vacation day or days. Vacation time can be taken in no less than two (2) hour increments.

### **SECTION 3**

1. When an employee has, due to sickness, used all of their sick leave, they will be allowed to use vacation days during said sickness, in order not to lose pay.
2. When an employee has personal business, they will be allowed to use a vacation day for said business, subject to the approval of the Chief.
3. When an employee is sick while on vacation, at their option, they may be granted sick leave and no charge will be made against their vacation time.

### **SECTION 4**

#### **Scheduled Leave**

Upon implementation of the minimum staffing policy, when there are six (6) personnel on duty, only two (2) personnel are to be off on scheduled leave with the exception of when a firefighter attends the Recruit Program at the Massachusetts Firefighting Academy, at which time only one (1) person may be off on scheduled leave.

Scheduled leave is classified as: vacation, holiday, or personal leave when either ten (10) or fourteen (14) hours; or a full twenty-four (24) hours is taken.

### **SECTION 5**

At the employee's discretion, one week of vacation time may be carried over into the next calendar year. Any unused vacation time in excess of one week that cannot be taken because of an emergency or unexpected illness may be carried over to the next calendar year at the discretion of the Chief. Such unused vacation in excess of one week must be used as soon as possible.

**ARTICLE 14**  
**OTHER LEAVES OR ABSENCES**

**SECTION 1**

**Military Leave**

Any employee who is a member of the National Guard, or any component of the United States Reserves, shall be paid the difference between their regular pay, calculated at straight time earnings times normal work week hours and their service pay for training or emergency duty, not to exceed fourteen (14) days in one year.

Any employee who is drafted or enlists in the Armed Services of the United States during any wartime emergency, shall be granted Military Leave. Within sixty (60) days of their release from duty, they shall be reinstated, if they so desire, to the same or a comparable position. They shall be given the benefits of all increased rates of pay, vacation and seniority and sick leave status as if service has been continuous and uninterrupted.

**SECTION 2**

**Bereavement Leave**

A leave of absence with pay calculated at straight time hourly earnings not to exceed three (3) tours of duty shall be granted in the case of death in an employee's immediate family; that is, Spouse, Child, Legal Ward, Parents, Sister or Brother, Grandparents, or members of the immediate household or Spouse's immediate family. Leave under this paragraph shall commence with the date of death and expire on (or before) the date of the funeral.

If a member granted such leave without loss of pay under this Section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purpose shall be deducted from sick leave allowance, if any.

### **SECTION 3**

#### **Personal Leave**

Each employee shall be entitled to forty-four (44) hours of personal leave each fiscal year to be taken in no less than two (2) hour increments, provided 24 hours notice shall be given. Such notice requirement shall be reasonably administered by the Chief where an emergency or other unforeseen circumstance precludes such notice.

### **SECTION 4**

#### **Court Leave**

Any employee called for jury duty shall be paid the difference between their regular pay, for a normal workweek, and the compensation received by them as a juror, excluding travel allowance. An employee summoned as a witness on behalf of the Town shall be granted leave and paid the difference between their regular pay and any witness fees, excluding travel allowance. An off-duty employee requested to testify on behalf of the Town shall receive a minimum of two (2) hours compensation.

### **SECTION 5**

#### **Union Leave**

All employees covered by this Agreement who are officers of Local 2252 (not to exceed four), who are appointed by Local 2252 as members of the Collective Bargaining Committee (not to exceed five), or Grievance Committee (not to exceed two) shall be allowed time off for official union business (which shall include only negotiations, arbitration and handling of grievances) without loss of pay or benefits.

Employees covered by this Agreement who are designated by Local 2252 shall be allowed a maximum of 60 hours off per contract year for the purposes of attending Professional Firefighters of Massachusetts monthly meetings, conferences, and other Union functions with the approval of Fire Administration.

**ARTICLE 15**  
**SAFETY AND HEALTH**

**SECTION 1**

- a. The group health insurance and the group life insurance provided by the Town of Foxborough for its employees shall be available to employees who advise the Town Manager in writing that they desire to participate in such insurance programs.
  
- b. The Town's contribution to the PPO plan it offers will be fifty percent (50%) of the monthly premium. The Town's contribution to the HMO plan(s) it offers will be seventy percent (70%) of the monthly premium. The June, 2013 agreement between the Town and the Public Employee Committee ("PEC Agreement") will govern the other terms of the Town's health insurance program.
  
- c. Notwithstanding any other provision of this Contract, including the provisions of this article, the Union acknowledges that, on or after July 1, 2012, the Town has the right to make changes to health insurance under the provisions of M.G.L. c. 32B, §§ 21-23 ("Health Insurance Reform Statute") or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any other bargaining obligation.

**SECTION 2**

The Town shall deduct the employee's share for their Blue Cross/Blue Shield on a bi-weekly basis, and Life Insurance on a monthly basis.

**SECTION 3**

The Town shall provide an Accidental Death or Dismemberment Insurance Policy of \$10,000.00 for each member of the Association; premiums for which shall be paid by the Town.

**SECTION 4**

The Town agrees to purchase Ambulance Attendant coverage in the amount of \$1,000,000 to run to the benefit of all personnel operating the rescue ambulances.

## **SECTION 5**

The Town will make available to employees access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include without limitations making payroll deductions from any subscribing employee. This shall not affect a bargaining unit member's ability to access dental insurance benefits through the union.

## **SECTION 6**

The Family and Medical Leave Act will be administered under the FMLA policy attached as Appendix A.

## **ARTICLE 16**

### **DISCIPLINARY ACTION**

## **SECTION 1**

All career employees shall have all rights reserved to them pertaining to discharge or suspension as follows: whenever Fire Administration makes an inquiry into the conduct of a firefighter, they may call in such firefighter for inquiry.

If a charge is made or is to be made and Fire Administration has a witness present at said inquiry the firefighter in question shall have the right to have witnesses or representatives at such inquiry. No career employee shall be suspended without pay or dismissed except for just cause.

## **ARTICLE 17**

### **STABILITY OF AGREEMENT**

## **SECTION 1**

No amendment, alternation or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto. Any proposed amendment shall be submitted to the other party in writing and, if mutually agreed, bargaining

shall commence no later than twenty (20) calendar days after receipt of the proposed amendment.

## **SECTION 2**

The failure of the Town or the Association 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 Town or of the Association to future performance of any such term or provision, and the obligations of the Association and the Town to such future performance shall continue in full force and effect.

## **ARTICLE 18**

### **DETAILS**

#### **SECTION 1**

Career Foxborough Firefighters shall have first refusal for any and all outside details, including details such as welding or cutting jobs. Outside details shall be offered on a rotating basis and records shall be maintained of hours worked. Detail assignments shall be offered so as to enable equalization of opportunity for each firefighter as much as possible.

Any Firefighter who accepts, then later refuses a detail shall be passed over the next time that Firefighter is due for a detail and his name shall be placed on the bottom of the list. The Chief or his designee can waive this penalty where the refusal was justified by extraordinary circumstances.

#### **SECTION 2**

Firefighters shall be compensated as follows for outside details:

1. Town Details – Effective on the date of Town Meeting approval, members of the bargaining unit assigned to details shall be compensated at the hourly rate based on time and one half the hourly rate of the employees working. The hourly rate will be rounded off to the nearest dollar. A Town detail is a detail paid for by any town Department, including the School Department, where no administrative detail fee is charged.

(Effective on the date Town Meeting appropriates funding to cover the economic items in this Agreement.)

2. All Other Details –

- a. Members of the bargaining unit assigned to details other than Town Details shall be compensated as follows:
  - \$50 Firefighter
  - \$51 Lieutenant / FF's working Stadium MEDS
  - \$52 Captain
  
- b. Non-Bargaining Unit Personnel - Members of other departments working for the Foxborough Fire Department in a detail capacity shall be compensated at a rate of \$47 per hour with a 4-hour minimum and 8 hours pay after 6 hours worked. Members of other departments working for the Foxborough Fire Department in a detail capacity shall not be entitled to time and a half detail pay after 8 hours.
  
- c. Detail Minimum Pay -- The minimum compensation for all details shall be four (4) hours. If a firefighter is assigned to work and does work more than four (4) hours at a detail other than a Town detail, the firefighter will be paid eight (8) hours.
  
- d. Details lasting more than eight hours – A firefighter who is assigned to work and does work more than eight consecutive hours at any detail assignment shall be compensated for all hours beyond the eight hours at one and a half times the applicable hourly detail rate.
  
- e. Personnel assigned to a Stadium detail and working in the capacity of the Deputy Chief (Operations) or the Fire Chief (Stadium Command) shall be compensated at the current detail rate of said position.

**ARTICLE 19**

**UNIFORM AND CLOTHING ALLOWANCE**

**SECTION 1**

Upon appointment, each career firefighter shall be given a uniform and clothing allowance as follows:

Upon successful completion of the probationary term of employment, the employee shall be given a one (1) time stipend of \$600.00 to purchase a class "A" uniform and other uniform articles as may be necessary.

## **SECTION 2**

Effective July 1, 2005, all career employees of the Fire Department covered by this Agreement shall receive a uniform allowance of \$650 annually.

The uniform allowance shall be paid to the individual in one payment per year; on the first full pay period in July.

Newly hired employees will receive the prevailing yearly allowance upon hiring for the purpose of procuring the required uniform apparel. The one time a year payment on the first full pay period in July will commence for these employees in the next fiscal year of employment.

## **SECTION 3**

Effective July 1, 2006, the cleaning allowance shall be increased to \$400 annually.

The cleaning allowance shall be paid to the individual in two (2) payments; on the first full pay period in December, and the second, on the first full pay period in June. Allowances shall not be cumulative.

## **ARTICLE 20**

### **OVERTIME**

#### **SECTION 1**

All hours worked in excess of regularly scheduled hours for a day or night tour or in excess of total scheduled hours per week shall be compensated for at the overtime rate hereinafter set forth. An employee held overtime for work shall be granted a minimum of one (1) hour's pay. All overtime work in excess of one (1) hour will be pro-rated according to the individual's rate of pay. Anything after one half hour shall be rated one (1) hour after the first hour of overtime.

**SECTION 2**

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

**SECTION 3**

All overtime wages earned shall be paid weekly.

**SECTION 4**

Meetings and drills called by the Chief will be classified as overtime.

**SECTION 5**

Employees shall be compensated for all unpaid overtime accumulated at the time of separation from the Department for resignation, discharge, retirement or death. In the event of death, payment is to be made to the estate of the employee or their designated beneficiary. Such payments shall be based on their rate of pay in effect at the time of separation.

**ARTICLE 21**

**EDUCATIONAL ASSISTANCE**

**SECTION 1**

Any bargaining unit member successfully completing a course of study approved by the Fire Chief, relating to Fire Sciences shall be reimbursed by the Town for the tuition charges.

Tuition reimbursement is for employees covered by this Agreement who are matriculated in the Fire Science curriculum and shall encompass the Associate and Baccalaureate degree programs, and shall include a Masters degree program in public administration with a public safety concentration.

The following educational stipends shall be paid in the first full pay period of December:

30 credits towards an Associate degree

2.5%

Associate degree or 60 credits towards a Bachelor's degree	5.0%
Baccalaureate degree	10.0%
Masters degree	12.5%

Masters degree program to apply for Captain and Lieutenant only.

**SECTION 2**

Notwithstanding the above paragraph, the parties agree as follows:

Employees attending the National Fire Academy shall be considered to be on administrative leave, during which time the employee shall receive only his or her regular compensation, not overtime. Travel to and from the National Fire Academy shall not be considered time worked.

Furthermore, the Chief may assign an employee to attend training or courses for a full day on a day he is to be scheduled off, with reasonable notice. In such cases, the employee's schedule shall be adjusted to provide a compensatory tour of duty off within 60 days after the day spent attending training or courses, and no overtime shall be payable. This paragraph is not intended to apply in any way to training necessary for recertification of EMT's or regular Fire Department training scheduled by the Fire Chief and/or the Training Coordinator.

**SECTION 3**

- The EMT total stipend will be \$4,500 and the Paramedic total stipend will increase to \$7,000;
- Beginning July 1, 2015, starting FY'16, the stipends will increase by the same percentage as any negotiated across the board increase to the salary schedule;
- Employees will not receive any form of additional compensation (including without limitation overtime pay, compensatory time, tuition, mileage) to maintain EMT and/or Paramedic certifications;
- If the Commonwealth establishes new rules related to the EMT and/or Paramedic certification requirements that would impose a substantial additional burden to the employee, the Town agrees to bargain over the impact of the new rule(s) at the Association's request.

The above stipend shall be paid in the last full pay period of November for EMTs. Paramedics shall receive ½ of the stipend the first pay period in July and ½ the last full pay period in November. All newly hired employees will have their stipend pro-rated to their date of hire. In the last fiscal year of employment, the stipend shall be pro-rated, and adjustments shall be made.

#### **SECTION 4**

##### **Ambulance Technician Performance Based Pay**

Due to the increased liability, due diligence and risk inherent with the delivery of healthcare the town agrees to pay the primary technician on the ambulance \$20 on each response that results in having patient care documentation scored 97% or higher by the 3<sup>rd</sup> party quality assurance consultant retained by the town or future QI/QA system approved by fire administration; such technician pay shall be paid biannually.

### **ARTICLE 22**

#### **INDEMNIFICATION OF EMPLOYEES**

Employees shall continue to receive their regular compensation during any period of absence from duty because of disability (total or partial) resulting from personal injury, sickness, and illness arising out of and in the course of their employment hereunder, or arising out of the ordinary risks of the street while on duty hereunder.

The Town will defend and indemnify employees for claims and/or suits resulting from accidents involving the drive/operator of fire apparatus while operating such apparatus in the line of duty, or under the direction and authority of the Chief, or any officer of the Fire Department.

The Town shall also pay all hospital and medical expenses not paid by Blue Cross, hospitalization, disability or similar coverage subscribed to through the Town, incurred by employees as a result of such personal injury, sickness or illness, excluding, herefrom, any insurance policy and coverage, including payments made thereunder, wholly purchased by an employee, or through a personally paid group policy.

**ARTICLE 23**  
**JOB TITLES AND DESCRIPTIONS**

**SECTION 1**

Job titles and descriptions, which are filled by the Fire Chief:

**Fire Alarm Supervisor:** Performs inspections and maintains the municipal fire alarm system and related equipment in good condition for the overall protection of lives and property.  
Compensation: \$30.00 per week

**E.M.S. Coordinator:** Responsible for scheduling the E.M.T.'s and other duties with respect to the E.M.T.'s and procures E.M.S. supplies and equipment for the Department, as directed by the Fire Chief.  
Compensation: \$30.00 per week

**Training Coordinator:** Prepares, presents and conducts an ongoing training program for the employees of the Fire Department, as directed by the Fire Chief.  
Compensation: \$30.00 per week

**Community Education Coordinator/Juvenile Firesetter:** Prepares, presents and conducts the various community education programs, as directed by the Fire Chief.  
Compensation: \$15.00 per week

**S.C.B.A. Maintenance Technician:** Inspects, services and maintains the Fire Department fleet of S.C.B.A.'s and related equipment.  
Compensation: \$15.00 per week

**Lead Fire Investigator/Juvenile Firesetter:** Conducts investigations relating to various incidents and in cooperation with other agencies, as directed by the Fire Chief.  
Compensation: \$15.00 per week

**Information Systems Coordinator:** Responsible for upgrading and maintaining the many components of the information and computer systems that are utilized on a daily basis and are an integral part of the Department's overall operation.

Compensation: \$15.00 per week

## **SECTION 2**

The Town acknowledges its duty to bargain about the assignment of substantially new or different duties not reflected in the updated job descriptions. And further, the Town agrees not to implement any such duties, unilaterally, which are clearly outside the scope of duties generally performed by Massachusetts firefighters.

## **ARTICLE 24**

### **SALARY SCHEDULE**

#### **SECTION 1**

**Effective July 1, 2014 2.0%**

**Effective July 1, 2015 2.0%**

## Fire Pay Plan-Effective July 1, 2015

Job Title	Grade	Fiscal Year	Rate Type	Step 1	Step 2	Step 3	Step 4
Firefighter	07/01/14-06/30/15	Hourly Rate	\$21.26	\$22.18	\$23.13	\$24.46	
		Bi-Weekly Rate	\$1,785.55	\$1,862.78	\$1,943.09	\$2,054.31	
		Annual (52 weeks)	\$46,424.32	\$48,432.15	\$50,520.33	\$53,412.08	
	07/01/15-06/30/16	Hourly Rate	\$21.6817	\$22.6194	\$23.5947	\$24.9451	
		Bi-Weekly Rate	\$1,821.2628	\$1,900.0296	\$1,981.9548	\$2,095.3884	
		Annual (52 weeks)	\$47,352.832	\$49,400.769	\$51,530.824	\$54,480.098	
Firefighter/Emergency Vehicle Technician	07/01/14-06/30/15	Hourly Rate	\$23.06	\$24.05	\$25.12	\$26.59	
		Bi-Weekly Rate	\$1,936.91	\$2,020.30	\$2,109.90	\$2,233.47	
		Annual (52 weeks)	\$50,359.62	\$52,527.90	\$54,857.42	\$58,070.31	
	07/01/15-06/30/16	Hourly Rate	\$23.5196	\$24.5323	\$25.6203	\$27.1208	
		Bi-Weekly Rate	\$1,975.6464	\$2,060.7132	\$2,152.1052	\$2,278.1472	
		Annual (52 weeks)	\$51,366.806	\$53,578.543	\$55,954.735	\$59,231.827	
Firefighter/Paramedic	07/01/14-06/30/15	Hourly Rate	\$23.06	\$24.05	\$25.12	\$26.59	
		Bi-Weekly Rate	\$1,936.91	\$2,020.30	\$2,109.90	\$2,233.47	
		Annual (52 weeks)	\$50,359.62	\$52,527.90	\$54,857.42	\$58,070.31	
	07/01/15-06/30/16	Hourly Rate	\$23.5196	\$24.5323	\$25.6203	\$27.1208	
		Bi-Weekly Rate	\$1,975.6464	\$2,060.7132	\$2,152.1052	\$2,278.1472	
		Annual (52 weeks)	\$51,366.806	\$53,578.543	\$55,954.735	\$59,231.827	
Lieutenant (New Position-FY'16)	07/01/15-06/30/16	Hourly Rate				\$29.8329	
		Bi-Weekly Rate				\$2,505.9636	
		Annual (52 weeks)				\$65,155.053	
Captain	07/01/14-06/30/15	Hourly Rate				\$29.91	
		Bi-Weekly Rate				\$2,512.66	
		Annual (52 weeks)				\$65,329.12	
	07/01/15-06/30/16	Hourly Rate				\$32.8162	
		Bi-Weekly Rate				\$2,756.5608	
		Annual (52 weeks)				\$71,670.58	
Administrative Captain (New Position-FY'16)	07/01/15-06/30/16	Hourly Rate				\$36.0980	
		Bi-Weekly Rate				\$3,032.232	
		Annual (52 weeks)				\$78,838.032	

## **SECTION 2**

### **Longevity Pay**

Longevity pay shall be payable each year to all career employees whose service has been uninterrupted except for service in the Armed Forces of the United States as follows:

\$400 after completion of 5 through 8 full years of service  
\$600 after completion of 9 through 13 full years of service  
\$800 after completion of 14 through 18 full years of service  
\$1,000 after completion of 19 through 23 full years of service  
\$1,200 after completion of 24 or more full years of service

Payment shall be made the first pay period following the anniversary of initial employment. It shall be subject to a retirement deduction and, for the purposes of the computation of a retirement allowance, shall be considered as salary or wages. Employee must be employed by the Town at the date of payment and service must be uninterrupted. In the case of an employee retiring from service with the Town, that person will be paid longevity pay on a pro-rated basis.

## **SECTION 3**

### **Working Out of Rank**

An employee classified as a Fire Captain assigned as the Acting Deputy Fire Chief shall receive a stipend of \$60.00 per tour of duty (24 hours).

An employee classified as a Fire Captain assigned as the Acting Fire Chief shall receive a stipend of \$80.00 per tour of duty, (24 hours).

## **SECTION 4**

### **Call in Pay**

Employees who are requested to return to duty after completing their normal day's hours and work less than two (2) hours will receive a minimum of two (2) hours pay at one and a half times their regular hourly rate. Between the hours of 11 p.m. and 7 a.m., the minimum pay shall be three (3) hours except if the return to duty is to fill for a firefighter taking paid leave in the minimum increment of two (2) hours.

**SECTION 5**

**Termination Pay**

Termination pay shall be granted to any career employees covered by this contract, upon separation from service by death or retirement. Said pay shall include pro-rated longevity pay, if applicable, unused vacation, and holidays. Payments shall be made on the same pro-rated basis to next of kin if separation is by death.

**SECTION 6**

**Mileage Pay**

In the event that a Department vehicle is not available, any employee covered by this Agreement who uses his/her P.O.V. (Privately owned vehicle) to attend training sessions, meetings or other business directly related to the Department shall be reimbursed at the prevailing mileage rate set by the Town.

**ARTICLE 25**

**EMPLOYEE EVALUATIONS**

**SECTION 1**

Evaluations of performance of employees of the Department of Fire, Rescue & Emergency Services shall serve two (2) purposes:

1. To assess performance during a rating period to qualify the employee for a step increase and to establish goals and objectives for the upcoming rating period.
2. To assess performance during a rating period, identifying strengths and weaknesses in order to build on both, and to establish goals and objectives for the upcoming rating period.

**ARTICLE 26**  
**RIGHT TO WORK**

**SECTION 1**

Any employee covered by this contract shall be granted the right to work, or given the right of first refusal to work, to fill in for another employee who is on vacation, sick, attending school, injured, or absent for any cause. Hours in excess of twenty-four (24) shall only be worked at the discretion and direction of Fire Administration.

If temporary assistance is needed, then the Fire Chief may fill this need by utilizing career firefighters or other qualified firefighters.

The procedure shall be using the reverse order of the log. Overtime shifts shall be filled by using the available firefighters with the least number of hours on the shift overtime sheet, firefighter for firefighter, if possible. The shift overtime sheet will be kept in the back of the log.

**ARTICLE 27**  
**ADVANCEMENT**

**SECTION 1**

Advancement in the wage schedule shall be after the completion of 52 weeks of service at one step in the wage scale except for the step increase at the successful completion of the probationary period and shall be in accordance with the provisions of Article 25.

## **ARTICLE 28**

### **TENURE**

#### **SECTION 1**

After completion of a six-month probationary period, a career firefighter shall be placed on tenure, and shall not be removed from their position except for cause.

## **ARTICLE 29**

### **RESIDENCY AND STANDBY PROCEDURE**

#### **SECTION 1**

Members of the Bargaining Unit shall be authorized to reside up to twenty four (24) linear miles from Fire Department Headquarters provided they remain in compliance with the fifteen (15) mile requirement in M.G.L. c.41, sec. 99A.

#### **SECTION 2**

Bargaining Unit personnel who reside out of town shall be eligible for standby calls if they live within 2.5 miles of the town boundary.

## **ARTICLE 30**

### **BULLETIN BOARD**

#### **SECTION 1**

The Association shall have the right to place and maintain a bulletin board not to exceed 2' by 3' in size on an internal wall in a convenient location for the posting of items of interest to the Association membership.

**ARTICLE 31**  
**WELLNESS PROGRAM**

**SECTION 1**

All members of the Bargaining Unit shall take part in a wellness program. The program shall consist of no less than 60 minutes of physical activity per shift worked including 10 minute warm up and cool down periods. The activities shall exclude contact sports and shall have prior approval of Fire Administration. A log shall be maintained by the Shift Commander or his/her designee and shall be submitted to Fire Administration at the end of each month.

**ARTICLE 32**  
**SUBSTANCE ABUSE**

**SECTION 1**

**Substance Abuse Policy**

The Town of Foxborough is committed to protecting the health, safety and welfare of its employees by providing a work environment that is free of the direct and indirect effects of substance abuse. The Town intends to preserve its professional standards of excellence and it will not allow substance abuse to impede its ability to provide our citizens with quality municipal services.

Accordingly, the Town has developed the following guidelines on controlled and illegal substances. These guidelines are designed to ensure that the workplace is safe and productive. They articulate the Town's position that substance abuse will not be tolerated. The guidelines also reflect the Town's concern for employees who have a substance abuse problem and encourage those individuals to seek counseling and treatment.

The Town emphasizes its commitment to the welfare of its employees and citizens and to a quality work environment that is free of substance abuse.

This provision supplements any existing procedures, rules and regulations, standards of conduct and management rights related to members of the bargaining unit.

## **SECTION 2**

### **Treatment and Assistance**

The Town supports its employees in seeking professional help and treatment of substance abuse problems which may affect their personal lives or job performance. To that end, sick leave is available to any Town employee pursuing treatment of a substance abuse problem through their medical doctor or a treatment facility specializing in substance abuse problems provided the employee seeks the assistance prior to the problem affecting the workplace and/or the employee's ability to perform job duties.

An employee's job will not be jeopardized solely for seeking help for substance abuse problems. However, such participation by itself does not protect an employee from appropriate disciplinary action if the problems affect the workplace and/or the employee's ability to perform job duties.

## **SECTION 3**

### **Substances Addressed**

The following are definitions of substances that are subject to the Guidelines (The definitions are supplied for informational purposes only and are not meant to be all-inclusive):

1. Alcohol

Includes alcoholic beverages such as: beer, wine, liquor cordials, etc.

2. Controlled/Illegal Substances

Includes all forms of drugs and chemicals such as: stimulants, narcotics, depressants, hallucinogens and other substances prohibited or restricted by law. Such items include but are not limited to: tranquilizers, heroin, crack, marijuana, LSD, cocaine, etc. Controlled/illegal substances also pertain to any prescription drugs or chemicals not used for their appropriately prescribed use or purpose. (Medically prescribed drugs

used in prescribed manner do not fall under the definition of controlled /illegal substances).

## **SECTION 4**

### **Prohibited Activities**

The following activities are prohibited:

1. The consumption of alcohol on any of the Town's office or work premises, whether or not the consumption takes place during regular business hours. This does not apply to appropriate use at Town-sponsored functions, events or meals.
2. Possession on Town office or work premises of any alcohol container that is not in its original manufacturer's container with unbroken seals (except for Town-sponsored events as noted above).
3. The possession, use, sale, purchase, transfer, transportation or distribution of controlled/illegal substances on the Town's office or work premises or while engaged on Town business away from the Town's office or work premises.
4. Consumption of alcohol, use of controlled/illegal substances, or being under the influence of such, while on duty or prior to reporting for duty to the extent that this consumption interferes with an employee's ability to come to work and/or job performance, causes the employee to be a potential safety risk to himself or herself, the public, or employee's co-workers or unnecessarily risks damage to Town property.

## **SECTION 5**

### **Disciplinary Action and Possible Consequence**

Employees are subject to disciplinary action, which may include dismissal, if they:

1. engage in any of the prohibited activities described above; or,

2. engage in such prohibited activities which result in, or cause, actually or potentially adverse publicity affecting the Town's practice, reputation or its ability to serve the public.

## **SECTION 6**

### **Reporting Procedures**

#### 1. Procedures

Procedures for reporting substance abuse problems should balance the Town's intolerance for substance abuse with the privacy, trust and concern of employees. To this end, the following guidelines are intended to be a framework for dealing with substance abuse problems:

- a. Any employee who has a reasonable suspicion or who observes prohibited substance abuse actions by a co-worker, subordinate or superior should bring the matter to the attention of the Fire Chief and/or Town Manager. The Chief shall bring the matter to the attention of the Town Manager. In no event should these matters be discussed with any other employee.
- b. Any suspicion or confirmation of substance abuse is a sensitive matter and is to be handled in a confidential, reasonable and professional manner by the parties concerned. Any employee who violates the confidential nature of such information by discussing these matters with anyone other than the individuals described above may themselves be subject to disciplinary action which may include termination.

#### 2. Searches and Testing

To protect the health, safety and welfare of its employees, the Town reserves the right to require any employee to submit to a search of their personal property and/or testing when reasonable suspicion exists as to the possession and/or consumption of controlled or illegal substances as described under Prohibited Activities. The Town reserves the right to search all areas of Town office property, as well as employees' personal property

brought onto Town office property, including but not limited to offices, files, briefcases, desks, (lockers), etc. All searches and tests will be conducted only by personnel with the express authorization of a department manager. No exceptions will be made.

Furthermore, the Town reserves the right to require a suspected employee to submit to chemical and/or medical tests administered by a qualified physician or laboratory of the Town's choice or to submit to a breathalyzer test administered by a qualified breathalyzer operator. If this test result is positive, the employee may be requested to undergo more precise tests. An employee's failure to comply with the Town's request for a search and/or test is grounds for disciplinary action which may include dismissal.

**ARTICLE 33**  
**RECRUIT TRAINING**

**SECTION 1**

Mandatory attendance and successful completion of the Massachusetts Firefighting Academy Recruit Training Program must be achieved by any employee that is covered by this Agreement and is hired by the Fire Chief. This is retroactive to all career employees hired after January 1, 1994.

**ARTICLE 34**  
**LINE OF DUTY DEATH**

**SECTION 1**

The Town shall incur funeral, burial, and collation expenses for any employee covered by this Agreement that loses his/her life in the performance of his/her duties with a maximum expenditure not to exceed \$15,000.

**SECTION 2**

This section enables a child of a firefighter of the Local 2252 who passes the required written, medical and physical examinations and otherwise qualifies to be a firefighter for the Town to

receive a statutory preference in placement on an entry-level firefighter eligible list if the firefighter was killed in the line of duty.

**ARTICLE 35**  
**DURATION OF AGREEMENT**

**SECTION 1**

This Agreement shall be effective July 1, 2014, except that language changes from the preceding Agreement shall be effective on approval of the request for appropriation under M.G.L., Ch. 150E (b), Section 7 and except where other effective dates are expressly set forth.

**SECTION 2**

This Agreement shall continue in full force and effect until 0800 hours on June 30, 2016, except as provided in Section 3 below.

**SECTION 3**

In any event, and notwithstanding any of the foregoing, this Agreement shall continue beyond the above termination date until such time as a new Agreement is executed by the Association and the bargaining representatives for the Town.

**ARTICLE 36**  
**DEPARTMENT TRAINING**

Each member will be granted eight (8) hours of paid department training yearly. The Chief and Training Coordinator will jointly account for all hours during the year.

SIGNATURE PAGE

TOWN OF FOXBOROUGH  
BOARD OF SELECTMEN

THE FOXBOROUGH PROFESSIONAL  
FIREFIGHTERSASSOCIATION L 2252

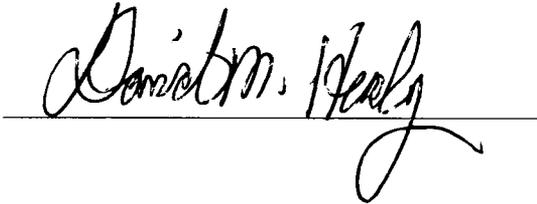


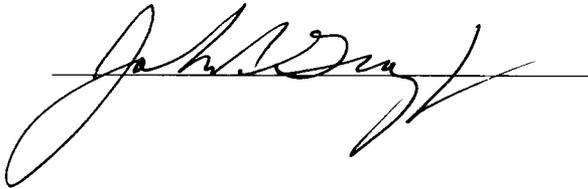














DATE: 6/53/2015

DATE: \_\_\_\_\_

TOWN MANAGER



DATE: 6/54/2015

**APPENDIX A**  
**FAMILY AND MEDICAL LEAVE POLICY**

**Family and Medical Leaves of Absence**

**A. Purpose.** The Family and Medical Leave Act (“FMLA”) of 1993 allows eligible employees twelve (12) weeks of unpaid leave (“FMLA Leave”) per year under the circumstances outlined below. Employees may take leave for the following reasons:

- (1) birth of the employee’s child or placement of a child with the employee through adoption or foster care;
- (2) the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
- (3) the employee is unable to perform the functions of his or her position because of a serious health condition.

“Serious health condition” is defined by law and refers to in-patient care, and in some instances out-patient care, by a medical provider.

**B. Use Paid Leave First.** Employees may be required to use certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA Leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child may be required to use all accrued vacation and personal time. Employees who take leave because of their own serious illness may be required to use all accrued vacation, personal and sick time.

**C. Eligibility.** To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.

**D. Conditions.**

**1. Twelve Weeks.** Employees may take no more than twelve weeks of leave in a twelve month period. The twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child or care of a sick parent.

**2. Notice.** Employees wishing to take FMLA leave must give 30 days notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town's operational needs.

**E. Certification.** Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense.

**F. Reduced Schedule Leave.** If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule.

**G. Benefits.**

**1. Health Coverage.** Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon

completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

**2. Other Benefits.** Benefits based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Unless otherwise specified in the fire contract, employees do not accrue sick, vacation or personal time while on leave in excess of 30 days.

**H. Sick Leave, Workers Compensation Leave or Other Absences.** Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

**I. Return to Work.** Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the Fire Chief or his designee at least two weeks before their return date to make arrangements.

