

**Memorandum of Agreement  
Between the  
Town of Boxborough  
And  
Boxborough Professional Firefighters, Local 4601  
  
Fiscal Year 2023-2025**

This Memorandum of Agreement is entered into this 30<sup>th</sup> day of MARCH, 2023, by and between the Town of Boxborough (“Town”) and the Boxborough Professional Firefighters, Local 4601 (“Union”).

Whereas, the Union is the exclusive collective bargaining agent for certain Firefighters employed by the Town;

Whereas, the Town and the Union are parties to a collective bargaining agreement (“CBA”) covering said employees that expired on June 30, 2022;

Whereas, the parties subsequently engaged in negotiations for a successor to that CBA and their respective negotiating teams have reached a tentative agreement on the terms of a new CBA;

Now, therefore, the parties hereby agree as follows:

- The terms of the parties’ successor CBA shall be as set forth in the draft CBA that follows this Agreement and which has been attached hereto, subject to any final formatting and correction of typographical errors in the CBA that may be necessary.
- The CBA shall be subject to final ratification by both the Town’s Select Board and the Union’s membership.
- Once fully ratified by both parties, the CBA shall be subject to funding by Town Meeting. In the event that Town Meeting does not fully fund the CBA, the CBA shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their record.

Except as specifically modified by this Memorandum, all provisions of the contract between the parties for the period ending June 30, 2022 shall continue in full force and effect.

1. The Memorandum of Agreement (MOA) covers the period from July 1, 2022 through June 30, 2025 (Fiscal Year 2023, 2024, 2025).
2. Article 3 – Union Dues/Agency Service Fees: Substitute the following language in its entirety:

The Union shall provide written notice to the Town Officer charged with processing the payroll, upon the effective date of this Agreement and thereafter during the month of May preceding the start of each fiscal year, what the annualized dues shall be for Union members for the following fiscal year. If no such notice is received during said period, the dues in effect for the then current fiscal year shall continue to be in effect. The Town agrees to withhold such dues as the Union may establish for its members from the periodic payroll checks of Union Members and pay over to the Union said amounts, along with the list of employees who have had such dues deducted, the aggregate amount withheld on behalf of the Union no later than the 25<sup>th</sup> of each month following the month for which they were deducted.

The Town will provide Form A, attached hereto, to each eligible union member as part of their initial hire package. It shall be the responsibility of the Union to obtain the appropriate signature and thereafter provide the original to the Town Officer charged with processing the payroll. Commencing with the next full payroll check to be processed by the Town, the Town shall withhold the appropriate pro-rata dues owed to the Union. The Union shall not hold the responsible for, and shall defend and hold the Town harmless from, any claim for deducting any such dues on account of its failure to provide such notice to a covered employee or providing a signed copy to the Town.

3. Article 7 – Hours of Work/Overtime/Call Back/Order in Duty, Section 8: Amend the following language:

If a shift is not filled seven (7) days prior to the start time of the shift, then it shall be offered to EMPLOYEES covered under this Agreement. It shall be offered in a rotating manner, as approved by the Chief. An EMPLOYEE who is provided with 24 hours or more notice shall be compensated at a rate of one and one-half (1.5) times the EMPLOYEE'S regular hourly rate as covered under Section 4. An EMPLOYEE who is provided with less than 24 hours' notice shall be compensated at two (2) times the EMPLOYEE'S regular hourly rate.

An EMPLOYEE will receive notice of an order-in not later than twenty-four (24) hours prior to the start time of a shift, unless an emergency situation exists. The order-in rotation list will be subject to the Chief's review as appropriate.

An order-in will not be instituted until it is offered first through the rotation list and then to per-diem firefighters. The only exception would be an emergency situation. The Chief may require a full-time shift to be filled by full-time EMPLOYEES.

An EMPLOYEE who is ordered-in to cover a Per-Diem shift on a holiday listed in Article 9 of this Agreement will be paid double time for the hours worked. An EMPLOYEE ordered in for the Night shift of Christmas Eve or the day shift of Christmas Day or Thanksgiving Day will be paid at a rate of two (2) times the EMPLOYEE'S regular hourly rate,

An EMPLOYEE who works on Thanksgiving will be paid double time for the hours worked. For purposes of this provision, Thanksgiving shall be defined as 7:00 am the morning of Thanksgiving until the following 7:00 am.

4. Article 11 – Sick Leave, Section 2: Add new language to end of Section 2 as follows:

For employees hired after June 30, 2023, no EMPLOYEE may accumulate more than one hundred and fifty (150) days sick leave with pay.

5. Article 13 – Bereavement Leave: Amend the language and add the following new sentence:

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law daughter-in-law or long-term live in member of the household of a regular, full-time employee shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed five (5) working days for those assigned to the Monday thru Friday Administrative Shift or four (4) shifts if on the twenty-four hour schedule. In the event that aunt, uncle, brother-in-law or sister-in-law of a regular, full-time employee, or the employee’s spouse or partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day and provided further that an employee may reserve one (1) additional day, upon the approval of the Chief that extenuating circumstances apply (e.g. extended travel), for attending an actual funeral or memorial service.

Bereavement time shall commence upon the date following the date of death provided however that one day may be reserved for up to six months for the day of the actual burial or memorial service.

6. Article 16 – Union Representatives: Add the following language as a new paragraph:

One (1) Union Delegate shall allowed time off without loss of pay for the purpose of attending national/statewide union conference every other year for up to a maximum of twenty (20) hours per year or an aggregate of forty (40) hours every other year.

7. Article 17 – Private Fire Safety Detail Pay: Amend to the following:

SECTION 1: Whenever an EMPLOYEES is assigned to a private-party Fire detail, the EMPLOYEE shall be paid at the following rates:

Monday through Friday	\$60.00/hr.
Saturday/Sunday/Contractual Holidays	\$70.00/hr.
Hours in Excess of Eight (8)	1.5 Times the Above Rate
Any Acton Boxborough School District	\$55.00/hr.; and

provided further that the detail rate for Town funded and sponsored events, as determined by the Select Board shall be paid at the EMPLOYEES overtime rate.

SECTION 2: Details will be offered to full-time members on a rotating basis before any other department members. If no full-time member accepts the detail then it can be offered to Call and Per-Diem Firefighters.

SECTION 3: All details shall be for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. All such minimum increments shall apply whenever the Contractors/Users shall schedule their initial detail time slots or "hold-over an EMPLOYEE beyond the time slot originally scheduled. An employee working additional hours in excess of eight (8) hours will be compensated on an hour-to-hour basis. Any number of minutes into a new hour is considered a full hour for payment terms.

SECTION 4: If the detail is cancelled less than twenty-four (24) hours in advance, the party(ies) will be charged for a minimum of four (4) hours and the EMPLOYEE shall be paid for such hours. Notice shall be made to the Boxborough Fire Department.

8. Article 22 – Insurance: Add the following New Section 7:

SECTION 7: For EMPLOYEES hired after June 30, 2023, the Town shall contribute 70% toward the costs of the HMO plan.

9. Article 24 – Uniforms Gear: Amend the following language

SECTION 1: EMPLOYEES will be issued a complete set up consisting of: five (5) pair of uniform pants, two (2) long-sleeved Class B uniform shirts, two (2) short-sleeved Class B uniform shirts, five (5) short-sleeved Class C uniform shirts, two (2) long-sleeved job shirts, one (1) belt and badges (shirt, coat, and wallet) and one (1) pair of work boots (NFPA approved). All EMPLOYEES shall be issued a complete set of NFPA compliant personal protective equipment to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet as well as a flashlight.

Personal protective equipment shall be property sized and replaced every five (5) years, or sooner if deemed necessary by the Chief.

10. General Changes: Replace Board of Selectmen with Select Board or Town Administrator as appropriate.

11. Article 28 – Career Incentive: Add new Section 2: Stipends

SECTION 2: Stipends - Effective July 1, 2023, EMPLOYEES who obtain certifications that are beyond the requirements of their rank and/or role in the Fire Department, as set forth in the table below, shall be eligible to receive an annual stipend in the amount of \$260.00 for any such stipends for each certification.

EMPLOYEES shall receive an annual stipend payment in the amounts set forth below based on the EMPLOYEE's current certification of stipends for the Town as measured from June 1st. Said payment will be issued in a lump sum in June of each year in a separate check.

<b>Certification:</b>	<b>Amount</b>
Fire Officer I	\$260.00
Fire Officer II	\$260.00
Fire Instructor I	\$260.00
Fire Instructor II	\$260.00
Fire Inspector I	\$260.00
Fire Inspector II	\$260.00
Car Seat Technician	\$260.00
CPR Instructor	\$260.00

12. Article 34 - Wages: FY2023-2025 COLA increases firefighters and ranking officers (Lieutenant and Captain):

FY2023: 2.25% COLA  
 FY2024: 3.00% COLA  
 FY2025: 3.00% COLA

13. Article 35 – Medical Insurance Waiver Stipend: Revise the following language:

Effective July 1, 2023, the EMPLOYER will offer a maximum stipend of \$2,400 per year for EMPLOYEES who Opt-Out of receiving medical insurance through the Town subject to all of the following terms:

- i. EMPLOYER will pay the stipend on the same payroll basis as if the EMPLOYEE had deductions being withheld for insurance had they been enrolled in such insurance.
- ii. To be eligible for the stipend, EMPLOYEE must have been enrolled in Town’s medical insurance plan during the entire preceding fiscal year.
- iii. EMPLOYEE must provide proof of outside medical insurance coverage.
- iv. EMPLOYEE will only have one opportunity during the annual open enrollment to opt out of the Town’s medical insurance plan and to receive the stipend in the fiscal year that follows.
- v. EMPLOYEE is able to opt back into the Town’s health insurance during the year through a qualifying event/hardship as defined by the Town’s health insurance provider. The opt-out provision will end when opted back into the health insurance.

14. Article 37 – Drug and Alcohol Testing: Strike existing language and replace with the following:

The Union agrees to participate in a working group with the Town to discuss a drug and alcohol testing policy. Said working group will include representatives from the Union and Town, with a goal of reaching an agreement. If no agreement can be reached, however, the matter will be tabled until successor CBA negotiations. The Town agrees that the matter cannot be bargained to impasse during the life of this CBA.

**15. Article 38 – Duration: Revise the following language:**

The provisions of this Agreement will become effective July 1, 2022 and will continue in full force and effect through June 30, 2025, or until a Successor Agreement is reached. Should the Union desire to negotiate a new Agreement for succeeding years, the Union shall give notice in writing by certified or registered mail, or by email to the Select Board and Town Administrator at [townadmin@boxborough-ma.gov](mailto:townadmin@boxborough-ma.gov) no later than the preceding October 1.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the officers duly authorized to do so by BPPF Local 4601.

**Appendix A**

**FY2023-FY2025 Salary Table**

Firefighter										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LT	CPT
FY23: 2.25%	25.69	26.33	26.99	27.66	28.35	29.06	29.79	30.53	35.12	36.64
FY24: 3.00%	26.46	27.12	27.80	28.49	29.21	29.94	30.68	31.45	36.17	37.74
FY25: 3.00%	27.25	27.93	28.63	29.35	30.08	30.83	31.60	32.39	37.25	38.87

**Appendix B**

**FORM A**

**BOXBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION, PFFM,  
LOCAL 4601**

**AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

I understand that under the so-called Janus Decision I do not need to become a member of the Union which is the collective bargaining agent for my position. I further understand that I shall still be entitled to the benefits of, and subject to all of the obligations of, such a Collective Bargaining Agreement (CBA) as they shall negotiate with the Town whether I join the Union or not.

**If you do not wish to join the Union, please sign below to acknowledge you received this notice.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**If you do wish to join the Union, please sign below and provide the additional information to authorize the Town of Boxborough to deduct the dues as my union has informed the Town they have established for my position from my earnings each payroll period. This amount shall be paid over to the Union as prescribed in the CBA and represents payment of my Union Dues. Further you are authorizing any change in the amount to be deducted which is certified by the Union as a uniform change in its dues structure.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Job Title \_\_\_\_\_




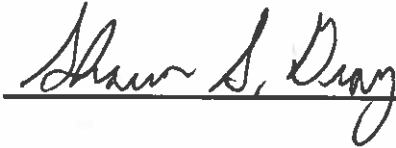
Signed this 30th day of MARCH, 2023.

For the Boxborough Professional  
Firefighters, Local 4601's Organization

For the Town of Boxborough by its Town  
Administrator

 President

  
Michael C. Johns

 Shawn S. Deary union steward

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