

THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN

THE TOWN OF RANDOLPH,  
MASSACHUSETTS

AND

LOCAL 1268,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

JULY 1, 2020 TO JUNE 30, 2023

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## **DATE OF AGREEMENT**

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws, this Agreement is made and entered into this 2nd day of December, 2019, by and between the TOWN OF RANDOLPH (the "Town" or the "Employer") and LOCAL 1268, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO ("Local 1268" or the "Union"), collectively referred to herein as the "Parties."

## **ARTICLE 1**

### **Section 1 - Recognition**

The Town recognizes the Union as the sole and exclusive bargaining agent for all uniformed employees, excluding the Chief and Chief of Operations, of the Fire Department.

### **Section 2 - Union Security**

The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for union membership activities.

### **Section 3 - Dues Deduction**

The Town shall deduct union dues and/or assessment upon receipt of authorization of members of Local 1268, who shall sign deduction form cards to be supplied by Local 1268. The Town of Randolph shall forward to the Secretary/Treasurer of the Union such deductions twice per year during June and December.

### **Section 4 - Time Off for Union Business**

All employees covered by this Agreement who hold the offices of President, Vice-President, or Secretary/Treasurer, or employees appropriately designated by the Union, shall be allowed reasonable time off for union business and conventions. In addition, two members shall be allowed reasonable time off for bargaining purposes. The amount of money spent will not exceed nor be less than existing union time off budget as budgeted for by the Chief of the

Department for FY21, FY22, and FY23 plus annual salary percentage growth. Notification of union time off shall be made to the Chief or his designee in writing.

## **ARTICLE 2**

### **Section 1 - Hours**

The average workweek for members of the firefighting units shall be forty-two (42) hours.

The workweek shall be divided into a two-platoon system with four (4) groups, each group working a ten (10) hour day shift [8 a.m.-6 p.m.] followed by a fourteen (14) hour night shift [6 p.m. - 8 a.m.] for a combined 24-hour shift.

This shall be followed by twenty-four hours off, followed by a ten-hour day shift, followed by a fourteen-hour night shift, which shall be in conformity with the work schedule attached and inserted in this agreement and made a part hereof.

### **Section 2 - Work Schedule**

Members assigned to four groups numbered 1, 2, 3, 4 or the Fire Prevention Office.

Day shift - 10 hours

Night shift - 14 hours

One tour of duty is comprised of one ten (10) hour day shift followed by one fourteen (14) hour night shift.

8-week cycle, averaging 42 hours per week.

The members assigned to the Fire Prevention Office will be scheduled for forty (40) hours of work per week.

### **Section 3 - Substitutions**

With the approval of the Fire Chief, which approval shall not be unreasonably withheld, bargaining unit members may substitute or exchange work time with other members of equal rank and qualifications. No additional cost to the Town shall result from such substitution or exchange. Whenever the Chief exercises the discretion to reasonably disapprove a substitution or exchange, the Chief shall provide the affected members with a stated reason for such disapproval immediately and in writing within 5 business days.

All substitutions or exchanges of work time shall be repaid within the fiscal year, and no employee shall be permitted to be involved in more than fifteen (15) substitutions or exchanges in one fiscal year.

Any coverage of four (4) hours or more must be submitted to the Fire Chief's office for proper administrative tracking. Any coverage of four (4) hours or more in duration must be set forth with the names of the members and the total number of hours covered.

### **Section 4 - Overtime and Overtime Pay**

A member shall be eligible to work any overtime shift. Members working the Fire Prevention Office shall be eligible for any overtime shift that does not affect the schedule as agreed between the Chief and Local 1268. Any conflict in the hours will be made up by the member(s).

A member shall not be eligible for overtime for the four (4) calendar days following the use of sick leave. Ex: If a member is scheduled to work the first (1st) and third (3rd) of the month, and that member:

Uses sick leave on the first (1st) he/she is not eligible to work overtime until the sixth (6th) at 8:00 a.m.

Uses sick leave on the third (3rd) he/she is not eligible to work overtime until the eighth

(8th) at 8:00 a.m.

Use of family sick days shall not affect this benefit.

All work performed outside a member's regularly scheduled hours as set forth in Article 2, Sections 1 and 2 of this agreement shall be paid at the rate of time and one-half the regular hourly rate.

### **Section 5 - Call Back**

Members covered under the terms of this Agreement called back to duty shall be compensated for at least four (4) hours at time and one-half the hourly rate. The member called back to duty will be expected to remain on duty for the entire four-hour assignment.

## **ARTICLE 3**

### **Section 1- Vacations**

Each full time bargaining unit employee is entitled to annual vacation according to the following schedule:

#### **Length of Service**

Upon completion of thirty (30) consecutive weeks of service prior to June 1st of the fiscal year involved

Upon completion of five (5) years of service

Upon completion of ten (10) years of service

#### **Vacation Entitlement**

Eight (8) shifts on which the employee otherwise would be scheduled to work pursuant to his /her normal rotating group schedule.

Twelve (12) shifts on which the employee otherwise would be scheduled to work pursuant to his/her normal rotating group schedule.

Sixteen (16) shifts on which the employee otherwise would be scheduled to work pursuant to his/her normal rotating group schedule.

**Length of Service**

Upon completion of twenty (20) years of service

**Vacation Entitlement**

Twenty (20) shifts on which the employee otherwise would be scheduled to work pursuant to his/her normal rotating group schedule

Vacation allowance provided under the terms of this Article must be taken between July 1st and before June 30th in the fiscal year budgeted. This is in accordance with Personnel By-Law, Section 15. The full allowance of vacation of the members of the Bargaining Unit upon reasonable notice to the Chief or his designee, and in the Chief's sole discretion, shall be granted as single vacation days. The discretion shall not be exercised in an arbitrary or capricious manner.

Members covered by this Contract, may, upon notification to the Chief of the Department or his designee, carry over not more than four (4) working shifts of vacation (1 week) into the next fiscal year. A member must notify the Chief or Acting Chief in writing by November 1st of the previous fiscal year to allow the proper budget scheduling into the following year.

**Section 2 - Personal Leave**

Each full time bargaining unit employee shall be entitled to personal leave according to the following schedule:

**Length of Service**

Upon completion of five (5) years of service

Upon completion of ten (10) years of service

Upon completion of fifteen (15) years of service

Upon completion of twenty (20) years of service

**Personal Leave Entitlement**

one (1) shift per year

two (2) shifts per year

three (3) shifts per year

four (4) shifts per year

**ARTICLE 4**  
**PAID HOLIDAYS**

The following holidays shall be paid holidays for all members of the Department:

|                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| Washington's Birthday         | Veterans' Day    |
| Patriots' Day                 | Thanksgiving Day |
| Memorial Day                  | Christmas Day    |
| Independence Day              |                  |

Holiday pay shall be one-fifth (1/5) the employee's weekly salary and shall be paid to each employee over and above his weekly salary, whether he works the holiday, or is on vacation, injury leave or sick leave. Holiday pay shall be paid to members in two increments. Five days of holiday pay shall be paid in the first pay period after Thanksgiving of each fiscal year. The remaining six days of holiday pay shall be paid in the first pay period in June. The member must be employed by the Randolph Fire Department at the time of the holiday to be eligible for the paid holiday. When a member leaves the employ of the Town, he or she will be paid for any outstanding holiday days in his or her last paycheck.

**ARTICLE 5**

**Section 1 - Clothing Allowance**

The clothing allowance for members of the Fire Department, excepting the Fire Chief and Chief of Operations, shall be as follows:

|                  |                                       |
|------------------|---------------------------------------|
| 7/1/20 - 6/30/21 | \$1250.00 per fiscal year single pay. |
| 7/1/21 - 6/30/22 | \$1300.00 per fiscal year single pay. |
| 7/1/22 - 6/30/23 | \$1350.00 per fiscal year single pay. |

The clothing allowance for uniformed members of the Department, who normally wear dress uniforms, including Deputy Chiefs and Fire Prevention Officers, shall be as follows:

7/1/20 - 6/30/21      \$1300.00 per fiscal year single pay.

7/1/21 - 6/30/22      \$1350.00 per fiscal year single pay.

7/1/22 - 6/30/23      \$1400.00 per fiscal year single pay.

Not included in the clothing allowance shall be turn-out gear, which shall be replaced or repaired at the Town's expense. The Chief of the Fire Department shall give prior approval to the type of clothing for all personnel. The first issue, or any new issue, of clothing or equipment prescribed by the Fire Chief, shall be furnished to the members of the Fire Department at the Town's expense.

Any gear deemed by the safety committee of the bargaining unit, the Chief, and the Town Manager's designee, to be defective, inadequate, broken, or otherwise ineffective for the purposes of firefighting shall have that gear repaired immediately or replaced by the town within eight (8) weeks if possible, of such gear being reported in writing to the Chief of the department.

## **Section 2 - Summer Uniforms**

During the period from April 15 through October 15 of each year, bargaining unit members shall be allowed to wear a mutually agreed upon golf type shirt.

## **ARTICLE 6** **SICK LEAVE AND BEREAVEMENT LEAVE**

### **Section 1- Sick Leave**

Cumulative sick leave shall be as follows:

- (a) An employee in continuous employment who has completed thirty weeks of service following original employment shall be allowed fifteen (15) days of leave with pay each fiscal year or one and one-quarter day per month thereof if in any year his employment is less than thirty (30) weeks.

- (b) An employee in continuous employment shall be credited with the unused portion of leave granted under subsection (a) up to two hundred forty-five (245) days for FY21, FY22, and FY23.
- (c) The employee shall submit a physician's certificate of illness, after seventy-two (72) consecutive hours of absence from scheduled work, to his department head before leave is granted under the provisions of this section. This certificate shall be forwarded to the Town Manager by the department head.
- (d) Sick leave shall not be granted for any sickness resulting from moral turpitude, or use of narcotics, except that sick leave will be granted for treatment or rehabilitation as approved by the Town Manager and the Fire Chief, on the same basis as granted for any other illness.
- (e) Recognizing that alcoholism and drug addiction are diseases, the Town Manager shall implement steps to assist troubled employees.

#### **Section 2 - Sick Leave**

An employee requesting sick leave prior to the start of the 8 A.M. shift shall be charged for two (2) shifts of sick leave. If the employee returns to work for his/her 6 P.M. shift, he/she shall be charged for one shift of sick leave.

#### **Section 3 - Sick Leave**

An employee leaving on sick leave prior to 6 P.M. shall be charged for two shifts of sick leave.

#### **Section 4 - Sick Leave**

An employee leaving on sick leave after 6 P.M. shall be charged for one (1) shift of sick leave.

#### **Section 5 - Sick Notification**



A member calling in sick for the day shift (the A.M. shift) shall do so prior to 7 A.M.

A member who has called in sick for the A.M. shift but feels he/she is able to return to work for the P.M. shift shall call prior to 4 P.M.

If a member calls in sick for the A.M. shift, he/she shall again call in sick prior to 4 P.M. for the night shift (the P.M. shift), except that the member may make notification prior to the A.M. shift that he/she will be out sick for both shifts.

#### **Section 6 - Sick Leave Incentive**

An employee who works for three calendar months without using sick leave shall be credited with one (1) sick leave time owed (SLTO) shift for each such three- month period.

For the purposes of this section, calendar months shall be counted on a rolling basis beginning on the following day after a sick leave day is used, as referenced in Article 6, Section 1, of this Agreement. A maximum of three (3) members may have sick leave time owed leave (SLTO) for any one shift. Sick leave time owed (SLTO) days under this section may be accumulated and carried over from year to year to a maximum of eight (8) days. A Member that is out injured on duty (IOD) for this period of time (3 months) does not receive this benefit. Use of family sick days shall not affect this benefit.

#### **Section 7 - Bereavement Leave**

An employee shall receive time off with pay in case of death in the immediate family for any normal shifts scheduled within five (5) calendar days of the family member's death. Immediate family shall be defined as the employee's spouse, children, father, mother, brother or sister, or grandchild.

An absence of three (3) consecutive calendar days off shall be granted in the event of death of the employee's grandparents, father-in-law, mother-in-law, or grandparents of his or her spouse who is actually living in the immediate household of the employee at the time of death or

at the commencement of final illness or accident. Payment shall be made only for his/her normally scheduled work days.

#### **Section 8 - Bereavement Leave**

Bereavement leave pay shall not be granted to an employee who is absent from duty on injury and/or sick leave during said bereavement period.

#### **Section 9 - Family Sick Leave Days**

- (A) Each member shall be entitled to use up to two (2) days of family sick leave per year in the event of illness or injury of a family member. A member who uses family sick leave shall not have his/her family sick days counted against him/her for any other provision of the CBA.
- (B) In the event that a member does not use his/her entitlement to designate up to two (2) days of sick leave in a given year as family sick leave, such entitlement may be carried over for up to three years.
- (C) Members may accumulate up to six (6) family sick leave days.

#### **Section 10 - Annual Sick Leave Buyback**

Beginning July 1, 2020, and continuing each July 1 thereafter, an employee who has an unused balance of at least eighty (80) days of sick leave from section 1 herein may request the Town Manager to buy back up to ten (10) days of sick leave. If the member has over one hundred twenty (120) days of sick leave from section 1 herein the member may request the Town Manager to buy back up to fifteen (15) days of sick leave. Such request must be made in writing to the Chief or his designee on or before May 1 of each year for payment not later than August 1 of that calendar year. The terms of this Section are subject to the following conditions:

1. The buyback is at the employee's daily salary effective on July 1 and based on a forty (40) hour work week.

2. The Town shall pay the sick leave buyback no later than the last pay period in August.
3. Such payment shall be made only to the employee's tax deferred compensation plan (section 457 of the I.R.S. Code).
4. Such payment shall not be considered "regular compensation" under the provisions of MGL chap. 32.
5. All days of sick leave bought back by the employee shall reduce the employee's maximum accumulated sick leave allowed in section 1(b) herein by the same number of days.

## **ARTICLE 7**

### **Section 1 - Injured Leave**

Members of the Fire Department who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement. All injuries and recurrences of injuries shall be reported as required by Department Regulations.

An employee who is injured on duty shall immediately seek medical attention at one of the following hospital emergency rooms:

- 1) Milton Hospital
- 2) Good Samaritan
- 3) South Shore Hospital

The exceptions to the above would be:

1. An injured/exposed member who transports a patient to an alternative hospital may seek medical attention at that emergency room at that time.
2. If the injury/exposure requires a specialized facility.
3. If the member is transported by an alternative means other than Randolph Fire

ambulance, the injured/exposed member may be treated at the hospital to which the member was transported.

An employee who is still on authorized job-related injury leave beyond the continuous time of thirty (30) calendar days shall, except when it is obvious the employee is medically incapable of performing his or her duties, be subject to a physical/medical exam, requested by the Appointing Authority.

The medical authority, a specialist in the area of the injury, shall be jointly chosen by the Town and the Union. The cost of the agreed on medical authority shall be borne by the Town.

#### **Section 1A - Injured Leave**

If the employee is found to be fit for return to duty, he/she shall do so on his/her next regularly scheduled tour of duty - unless other Articles or Sections of this contract apply. If he/she does not report, his/her pay shall be discontinued in accordance with MGL Chapter 41, Section 111F.

#### **Section 2 - Light Duty and Limited Duty**

A. **Injury and/or Illness** Injuries and/or illnesses sustained in the performance of duty shall be handled in accordance with M.G.L. Ch. 41, s. 111F, except as specified in this agreement.

B. **Limited Duty** An employee receiving line of duty injury and/or illness benefits under M.G.L. Ch. 41, s. 11 IF, who is certified by a Town designated doctor (at the Town's expense) to be able to perform limited fire duties shall, in accordance with the procedures outlined herein below, perform limited duty.

C. **Procedures for Limited Duty**

- (1) Upon notification from the Fire Chief, an employee who disagrees with the Town doctor's determination that the employee may be assigned limited duty may, at

his/her expense, be examined by a physician of his/her selection as expeditiously as possible. A copy of said medical report shall be presented to the Fire Chief at the time that it is completed. An oral report by the employee's doctor shall be communicated forthwith to the Fire Chief.

- (2) If such report by the employee's doctor supports the assignment of limited duty, the employee shall forthwith report for same.
- (3) If such report does not support the assignment of limited duty, the employee shall be examined by a neutral doctor with specialized training in the area of the employee's injury.
- (4) The neutral doctor shall be designated or recommended jointly by the Town's and the employee's doctor as soon as practicable under the circumstances. The two (2) doctors shall endeavor to appoint said neutral doctor capable of examining the employee within seven (7) calendar days of his appointment.
- (5) If the report of the neutral doctor supports the assignment of limited duty, the employee shall forthwith report for same. If the report does not support the assignment of limited duty, the employee shall remain on injured on duty status under MGL Ch. 41, s. 111F.
- (6) Each doctor who administers an examination under this procedure shall be provided by the Town with a detailed analysis of the physical requirements of the limited-duty tasks specified herein below, and shall be asked to make his/her determination of the fitness of the examined employee to perform limited-duty based on the specific physical requirements of each limited-duty task. Each doctor's report shall specify which, if any, limited-duty tasks the examined employee is capable of performing. The Town and the employee's doctor, or the

three (3) doctor panel if applicable, will determine if and when an employee shall be re-examined if it is determined that the employee is incapable of a limited-duty assignment.

- D. Limited duty shall be made available on a voluntary basis to employees on a long-term sick leave.
- E. Limited-duty assignments shall be performed exclusively within the confines of the fire station. Limited-duty tasks shall be limited to duties regularly performed by full-time members of the Fire Department and that are consistent with the employee's medical diagnosis. Limited-duty assignment may include assisting the Fire Prevention Office but shall not be used to displace the two existing Fire Prevention positions.
- F. It is understood by the parties that this provision is not intended to be used as a means of punishment. The Fire Chief will not require an employee to report for limited duty and sit idly by if there is no legitimate work available.
- G. Limited-duty assignments shall not affect the shift assignments, or annual shift bid possibilities, of other employees. Employees assigned to limited duty shall be assigned to the same shift as their assignment before the injury or illness.

### **Section 3A - Maternity Light Duty**

The Department is committed to full compliance with State and Federal law, which prohibit workplace discrimination on the basis of pregnancy. Accordingly, the fact that a member has become pregnant shall not be a cause for any change in the member's terms and conditions of employment inconsistent with this policy.

- A. No member shall be required to disclose her pregnancy except in accordance with this policy. All information relating to the pregnancy obtained in accordance with this policy shall remain confidential.

- B.** Any member of Local 1268 may, in her discretion, notify her Deputy Chief and Chief that she is pregnant, at any point in her pregnancy; provided, however, that such member shall notify immediately her Deputy Chief and Chief that she is pregnant if at least one of the following conditions exists:
1. The member has been given physical restrictions or limitations by her physician which prohibit her from performing all aspects of her current assignment;
  2. The member requests any modification, exemption or leave from her assigned duties due to her pregnancy; or
  3. The member reaches her third trimester of her pregnancy.
- C.** The notification that the member is pregnant shall be in writing and shall include her anticipated due date and anticipated date to return to work (if known).
- D.** No later than seven (7) days after such written notification, the member shall present to her Deputy Chief and Chief a letter from her attending physician or obstetrician which shall set forth any restrictions or limitations that prohibit her from performing all aspects of her current assignment. If no such restrictions or limitations are placed upon the member by her attending physician or obstetrician, such letter shall state that no restrictions or limitations exist. In addition, the letter shall set forth the anticipated due date, the anticipated date for returning to work, the name, phone number and address of the attending physician or obstetrician, and any other information that the member or her obstetrician believes would be of assistance to the Department.
- E.** No action shall be taken by the Deputy Chief or Chief with respect to the member's current assignment unless the member so requests or presents a letter from her physician which specifies restrictions or limitations on her ability to perform her current assignment.

- F. Upon notification, the member shall present to her Deputy Chief and Chief a monthly written update from her attending physician or obstetrician that addresses the issues set forth above.
- G. A member who notifies the Department that she is pregnant may continue in her current assignment or request light duty. Unless requested by the member in writing in accordance with this policy by her attending physician or obstetrician, no member shall be placed on light duty as the result of a notification that she is pregnant. Any member placed on light duty shall perform all duties required of her in her current position until such time as other duties are assigned consistent with this policy; provided further, that the member's pregnancy shall not be a defense to any disciplinary action taken against her for failure to perform her duties if the member has not notified the Department of her pregnancy and sought light duty under this policy.

#### **Section 3B - Continuation of Current Assignment**

- A. A member may continue in her current assignment without restriction if approved in writing by her attending physician or obstetrician in accordance with this policy. (See Section 3A, subsection D).
- B. Continuation of assignment shall not affect the member's existing benefits, opportunities for overtime consistent with restrictions or limitations placed upon the member by her attending physician or obstetrician, or paid details consistent with restrictions or limitations placed upon the member by her attending physician or obstetrician.
- C. Nothing in this policy shall be construed to prevent a member who chooses to remain in her current assignment from later choosing light duty consistent with the provisions of this policy.

#### **Section 3C - Light Duty**



- A. Any member may request in writing a light-duty assignment. Light duty shall consist of such assignments, duties, and positions as the member is capable of performing consistent with restrictions or limitations placed on her by her attending physician or obstetrician.
- B. Light duty shall not affect the member's existing benefits, opportunities for overtime, or paid details consistent with restrictions or limitations placed on the member by her attending physician or obstetrician.
- C. Members shall not be transferred involuntarily as the result of seeking light duty; provided, however that a member may be involuntarily reassigned to light duty in accordance with subsection D, below.
- D. The Department may involuntarily reassign a member to light duty based upon medical evidence that she cannot safely perform her current duties. A member may challenge such reassignment by providing a statement from her physician or obstetrician that she can perform such duties. Upon receipt of a challenge with appropriate medical documentation, the member shall be referred to a neutral obstetrician selected by the member from a list agreed upon by the Department and representatives of the member's collective bargaining unit. The neutral obstetrician shall examine the member and determine whether she can perform the duties of her assigned position. The opinion of this doctor shall be binding upon the Department and the member. The member shall remain in her current duty assignment pending the receipt of the opinion of the neutral obstetrician.
- E. Assignments and requests to light duty shall be based on the member's civil service appointment date.

**Section 4 - Indemnification (Chapter 41, Section 100)**

The Town assumes all liability imposed on it by Chapter 41, Section 100 of the Massachusetts General Laws, as may be amended from time to time.

## **ARTICLE 8**

### **Section 1 -Wages**

With regard to wage increases for the life of this collective bargaining agreement, the Parties agree to the following schedule:

| <b><u>Fiscal Year</u></b> | <b><u>Percentage Wage Increase</u></b> |
|---------------------------|--|
| FY21                      | 2.5 %                                  |
| FY22                      | 2.5%                                   |
| FY23                      | 3%                                     |

### **Section 2 - Grade Differentials**

The grade differential between the salary rates of Firefighters (FF), Lieutenants (LT), Captains (CAPT), and Deputy Chiefs (DC) shall be fifteen (15) percent between each rank. Grade differentials are calculated on base pay exclusive of all stipends.

All stipends, including the paramedic stipend, are excluded from the grade differential calculation. However, when the roll-in is considered, the Paramedic stipend roll-in will affect grade differential calculations. A sample chart is provided below solely for the purpose of showing how the roll-in of the EMT-P Stipends (the Paramedic stipends) will affect the calculation of wages during the FY 2020 and FY21-23 New Agreement.

| Step<br>4 By<br>Job<br>Title | Paramedic<br>v.<br>Non-<br>Paramedic | FY19<br>Salary<br>Before<br>Con-<br>tractual<br>Adjust-<br>ments<br>for FY<br>20 | FY20<br>Salary<br>With<br>2.5%<br>COLA<br>Included | FY20<br>Salary<br>With 1%<br>Differ-<br>ential<br>Included | FY20<br>Salary<br>With<br>1.5%<br>Settle-<br>ment<br>Payment<br>Included | Calcu-<br>lation of<br>FY20<br>Para-<br>medic<br>Stipend<br>9.5%<br>Roll-In | FY20<br>Salary<br>With<br>Para-<br>medic<br>Stipend<br>9.5%<br>Roll-In<br>Included | FY 21<br>Salary<br>With<br>2.5%<br>COLA<br>Included | FY 22<br>Salary<br>With<br>2.5%<br>COLA<br>Included | FY 23<br>Salary<br>With<br>3.0%<br>COLA<br>Included |
|------------------------------|--------------------------------------|--|--|--|--|---|--|---|---|---|
| FF                           | Non-<br>paramedic                    | \$71,112   | \$72,890   | \$73,619   | \$74,723   | N/A   | \$74,723   | \$76,591  | \$78,506  | \$80,861  |
| FF                           | Paramedic                            | \$71,112   | \$72,890   | \$73,619   | \$74,723   | \$7,098   | \$81,821   | \$83,867  | \$85,963  | \$88,542  |
| LT                           | Non-<br>paramedic                    | \$81,779   | \$83,823   | \$84,662   | \$85,932   | N/A   | \$85,932   | \$88,080  | \$90,282  | \$92,990  |

|      |               |           |           |           |           |         |           |           |           |           |
|------|---------------|-----------|-----------|-----------|-----------|---------|-----------|-----------|-----------|-----------|
| LT   | Paramedic     | \$81,779  | \$83,823  | \$84,662  | \$85,932  | \$7,098 | \$93,030  | \$95,355  | \$97,739  | \$100,671 |
| CAPT | Non-paramedic | \$94,046  | \$96,397  | \$97,361  | \$98,822  | N/A     | \$98,822  | \$101,292 | \$103,824 | \$106,939 |
| CAPT | Paramedic     | \$94,046  | \$96,397  | \$97,361  | \$98,822  | \$7,098 | \$105,920 | \$108,568 | \$111,282 | \$114,620 |
| DC   | Non-paramedic | \$108,152 | \$110,856 | \$111,964 | \$113,644 | N/A     | \$113,644 | \$116,485 | \$119,397 | \$122,979 |
| DC   | Paramedic     | \$108,152 | \$110,856 | \$111,964 | \$113,644 | \$7,098 | \$120,742 | \$123,760 | \$126,854 | \$130,660 |

### **Section 3 - Special Duty Compensations**

A member of the bargaining unit assigned by the Fire Chief to perform duties relating to Fire Alarm, Vehicular or Station Mechanic shall be compensated at the rate of Four Dollars (\$4.00) per hour above his/her regular hourly rate of pay. Compensatory time shall not be offered in lieu of currency for these positions. These duties shall be performed when the firefighter is not on his normal work time, and total hours worked shall be monitored by the Fire Chief so that the Fair Labor Standards Act shall not be violated. These positions are exempted from pay rates and minimum call-to-duty provisions contained in this Agreement.

### **Section 4 - Personnel Bylaw**

All employees shall be classified by the Town Manager into hourly employees and annual salary employees. With respect to annual salary employees, such employees shall be paid such annual salary, and no more than such annual salary, (other than such overtime required by the Fair Labor Standards Act), apportioned into weekly checks, computed as follows:

- A. On or before the beginning of each fiscal year, the Town Accountant shall ratably compute a weekly amount taking into consideration the number of pay periods in the new fiscal year, the number of partial weeks arising from the ending of the fiscal year and from the opening of a new fiscal year, the presence of a leap year, and the employee work schedule applicable to each department or position.
- B. For payment of the weekly amount to be paid for the transitional week that begins or ends a fiscal year, the employees shall be paid with one check made up by the addition of two

numbers:

1. the first component number shall draw upon funds appropriated for the fiscal year ending June 30 and shall be computed ratably by the Town Accountant using the number of days corresponding to the work schedule applicable to employees in each particular department or position prior to and including June 30th together with the weekly amount in effect during that ending fiscal year as computed in (A) above;
2. the second component number shall draw upon the funds appropriated for the fiscal year beginning, on July 1 and shall be computed ratably by the Town Accountant using the number of days corresponding to the work schedule together with the weekly amount to be in effect during the new fiscal year.

#### **Section 5 - Fifty-Two Weeks Salary Limit**

An employee shall not receive more than fifty-two (52) weeks' salary in a fiscal year, including vacation leave allowance. (FY21 – 52.2, FY22 – 52.2, FY23 – 52.2)

#### **Section 6 - Ineligible Benefits and Allowances**

If an employee is on injury and/or sick leave for fifty-two (52) weeks in a fiscal year, said employee shall not receive Jury Leave, Union Business Leave, Vacation Leave, Clothing Allowance, Educational benefits and allowances for said fiscal year.

#### **[Section 7 – Deleted by bargaining parties 2019]**

#### **Section 8 - Pay Grade Differential - Fire Prevention**

Members assigned to Fire Prevention shall be compensated at one full pay grade above their rank for all work performed during their administrative tours of duty and for any overtime hours in which they are performing assignments incident to their roles in Fire Prevention. Such members shall be paid at the regular and/or overtime rate commensurate with their actual rank

for any hours worked outside of their administrative tours of duty and outside of their Fire Prevention assignments.

#### **Section 9 - Field Training Differential**

When a member/paramedic is conducting training for a paramedic student or new paramedic, said member/paramedic will be paid a differential of thirty dollars (\$30.00) per shift as of July 1, 2020; and thirty-five dollars (\$35) per shift as of July 1, 2021, for each shift that such field training occurs. The member/paramedic who signs off on the field training shall receive the differential. The field training differential shall be disbursed in the same manner that working-out-of-grade payments are disbursed under Article 20.

#### **Section 10 - EMS Coordinator Stipend**

Member(s) assigned by the Chief to perform the function of EMS Coordinator shall be paid an annual stipend of \$7,500 in addition to their earnings for their regular position of record. Any overtime work necessitated by the performance of these functions shall be paid at the employee's regular overtime rate.

This section is subject to renegotiation should the Town propose to create a separate EMS Coordinator position on an administrative schedule.

### **ARTICLE 9** **LONGEVITY INCREMENTS**

- A. On and after July 1, 2019, an employee of the town who has been in continuous full-time employment for ten (10) years shall be paid, in addition to the compensation for the position as set forth in this Agreement, annual increments in the amount of eight hundred dollars (\$800.00) and an additional amount of one hundred dollars (\$100.00) for each year of such employment served over ten (10) years with unlimited accumulation. An employee shall be eligible for such longevity increments the next January 1st or July 1st

following completion of ten (10) years of service. Longevity shall be payable in two (2) equal installments in December and June of each fiscal year.

- B. An employee who leaves the employ of the Town and is later re- employed shall have his/her service bridged after completing five (5) years of continuous full-time employment.
- C. If the service of the employment is interrupted by layoff, military service, or any other reason not resulting from the employee's own action, total service will be considered as continuous service.

## **ARTICLE 10** **HEALTH AND LIFE INSURANCE COVERAGE**

### **Section 1 - Co-Payment Amount**

(A) The Town shall adhere to the Insurance Agreement reached with the Public Employee Coalition in 2008 relative to joining the Group Insurance Commission.

The Town of Randolph shall pay at the percentage rate bargained for by the Public Employee Coalition and Local 1268 toward the premium costs of any health and life insurance programs in effect.

(B) \$5,000 Life Insurance Policy (with double indemnity clause)

50% Town, 50% Employee

### **Section 2 - Premium Deduction Schedule**

Employee health insurance premium deductions shall be made by the Town on a weekly basis, and employee life insurance premium deductions shall be made by the Town on a monthly basis.

### **Section 3 - Insurance Coverage**

Subject to the provisions of MGL Chapter 32B, Section 3, Local 1268 shall accept the

health insurance contract awarded by the Public Employee Coalition to the Insurance Carrier on an annual basis.

#### **Section 4 - Insurance Offset**

Members who do not participate in the Town of Randolph provided health insurance coverage at any point in the fiscal year, shall receive a payment of one thousand five hundred dollars (\$1,500.00) annually no later than June 15th of the insurance year that member does not benefit from the Town's health insurance. On and after July 1, 2021, members who do not participate in the Town of Randolph provided health insurance coverage at any point in the fiscal year, shall receive a payment of two thousand dollars (\$2,000.00) annually no later than June 15th of the insurance year that member does not benefit from the Town's health insurance. A member may not receive an insurance offset payment more than once for any insurance cycle.

### **ARTICLE 11** **GRIEVANCE PROCEDURE**

Any grievance that may arise relative to this Agreement shall be settled in the following manner:

#### **STEP 1**

The Employee Organization Grievance Committee (EOGC) shall submit a signed written grievance to the Chief within twenty-one (21) calendar days after the circumstances giving rise to the grievance should have been known by the grievant. Within fourteen (14) calendar days of the EOGC request, a meeting shall be held with the Fire Chief to discuss the grievance. The Fire Chief shall attempt to settle the grievance, and the Fire Chief shall respond in writing to the Employee Organization Grievance Committee within fourteen (14) calendar days after the requested meeting has been held, stating either an affirmative or a negative answer to the grievance.

**STEP 2**

If the grievance has not been resolved at Step 1, the EOGC shall submit said grievance to the Town Manager within fourteen (14) days of the Chiefs decision. The Town Manager shall have twenty-one (21) calendar days to act on the grievance.



### **STEP 3**

In the event the parties are unable to resolve the pending grievance as described above, within fourteen (14) days after receipt of the Town Manager's decision, the Union or the Parties acting jointly shall then submit a request to the Labor Relations Connection to select a neutral arbitrator who shall hear the matter and issue a written decision in accordance with the Arbitration Rules of the Labor Relations Connection. The written decision of the neutral arbitrator shall be final and binding. The costs associated with the administration of the arbitration and the arbitrator's fees shall be shared equally by the Town and the Union.

## **ARTICLE 12**

### **Section 1 - Private Details**

All employees covered by this Agreement who are required to report for a private detail outside of regular working hours shall be paid a minimum of four (4) hours pay at the following rate:

|                     |                 |                 |
|---------------------|-----------------|-----------------|
| Between hours       | 0700-2300       | 2300-0700       |
| Employee rate       | \$56.00         | \$86.00         |
| Administrative rate | \$4.00          | \$4.00          |
| TOTAL               | \$60.00 an hour | \$90.00 an hour |

Should a private detail last for fifteen (15) minutes beyond the first four (4) hours, the employee shall be paid a minimum of eight (8) hours at the rates indicated above. A three-member fire company shall consist of one officer and two firefighters. If an officer cannot be hired the fire company shall consist of three firefighters. Said compensation shall be paid by the private company.

A member shall not be eligible for private details for the four (4) calendar days following the use of sick leave unless there are no volunteers among the remaining bargaining unit

employees prior to the hiring officer going outside of Local 1268.

### **Section 2 - Out of Town Details**

Members of the bargaining unit shall be allowed to work out of town details in the Commonwealth upon the request of the Chief of the other agency, with the approval of the Fire Chief and the Local Union President. No firefighter, qualified in the Commonwealth, shall work any details in the Town of Randolph until all available Local 1268 members have been exhausted, with the approval of the Fire Chief. The list shall be verified by the Union President in each event.

## **ARTICLE 13** **LEAVES OF ABSENCE**

### **Section 1 - Conventions**

Four (4) delegates are to be allowed time off without loss of pay to attend the International Association of Fire Fighters Convention every other year, and the Mass. State Labor Council, AFL-CIO, and the Professional Fire Fighters of Mass., AFL-CIO conventions every year.

### **Section 2 - Military Leave**

Military leave shall be granted in accordance with the Town of Randolph Personnel By-Laws.

## **ARTICLE 14** **RIGHTS AND PRIVILEGES**

All job benefits and privileges heretofore permitted by law or regulation and enjoyed by employees, which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement.

## **ARTICLE 15** **EDUCATIONAL BENEFITS**

A full-time employee of the Fire Department, excluding the Chief and Chief of Operations, shall receive in addition to the compensation for the position set forth in Article 8, Section 1 of this Agreement, amounts indicated herein (1) for each credit hour for each course successfully completed and which is a recognized requirement for a degree in Fire Science at a fire science degree institution; and (2) for completion of classes at the Massachusetts Fire Academy that include testing and Pro-Board Certification, as follows:

(A) In FY21, one hundred twenty-five dollars (\$125) per credit hour plus three hundred dollars (\$300) per Pro-Board Certification class up to a maximum amount of six thousand five hundred dollars (\$6,500).

(B) In FY22, one hundred twenty-five dollars (\$125) per credit hour plus three hundred dollars (\$300) per Pro-Board Certification class up to a maximum amount of six thousand seven hundred fifty dollars (\$6,750).

(C) In FY23, one hundred twenty-five dollars (\$125) per credit hour plus three hundred dollars (\$300) per Pro-Board Certification class up to a maximum amount of six thousand seven hundred fifty dollars (\$6,750).

Payment to eligible personnel under this Article shall be made in June of each fiscal year for the fiscal year ending on June 30th, upon request of the employee.

## **ARTICLE 16**

### **Section 1 – Retention of Civil Service Rights**

The members covered by this Agreement shall retain their Civil Service rights now in effect, and all permanent vacancies shall be filled as soon as practical and all promotions made within thirty (30) calendar days after a vacancy exists.

All promotions shall be made from a current valid Civil Service list.

### **Section 2 - Promotional Test**

Promotional exams for the positions of Fire Lieutenant, Fire Captain, and Deputy Fire Chief shall be called for every two years on the Commonwealth of Massachusetts Human Resource Department schedule: Fire Lieutenant and Fire Captain every other year, ex. November 2020, 2022, 2024, etc.: Deputy Fire Chief every other year, ex. March 2021, 2023, 2025, etc.

**ARTICLE 17**  
**EMERGENCY MEDICAL TECHNICIAN (E.M.T.)**

**Section 1**

All EMTs hired after 1974 shall maintain certification and shall be responsible for their own recertification. The EMT stipend from previous contracts has been permanently rolled into the base pay. After fiscal year 2001, there will no longer be a basic EMT stipend. The Fire Chief shall provide an instructor(s) for an EMT Refresher Course at Central Station each year, provide an instructor(s) for the CPR Course that is mandatory for all first responders, and provide for continuing education as required by Commonwealth of Massachusetts Office of Emergency Medical Services regulations for re-certification for all levels of EMTs.

**Section 2**

For the sake of history, effective July 1, 1998, the sum of Two Thousand Four Hundred Dollars (\$2,400.00) compensation for all registered/certified EMT's shall be permanently rolled into firefighter's base pay.

Effective April 1, 2017, the stipend applicable to the EMT-Intermediate (EMT-I) classification shall be applicable to the newly created EMT-Advanced (EMT-A) classification.

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### EMT Stipends:

The stipends for EMT-I, EMT-A and EMT-Paramedic (EMT-P) shall be as follows:

|                        | <u>FY21</u> | <b>FY22</b> | <b>FY23</b> |
|------------------------|-------------|-------------|-------------|
| <b>EMT-I and EMT-A</b> | \$3,100     | \$3,100     | \$3,100     |

Said EMT Stipends are payable in two equal payments in December and June of each fiscal year.

**EMT-P** - Effective July 1, 2019, the EMT-P stipend for all bargaining unit EMT-Ps will be set at 9.5% of Step 4 firefighter pay and will be rolled into base pay (after any general wage increases for FY 20) for all purposes and paid in weekly pay. Effective July 1, 2020, the EMT-P stipend will increase each fiscal year commensurate with the increases to Step 4 firefighter pay for that fiscal year.

A sample chart is provided below solely for the purpose of showing how the roll-in of the EMT- P Stipends (the Paramedic stipends) will affect the calculation of wages during the FY 2020 New Agreement and the FY 2021-2023 New Agreement.

| Step 4 By Job Title | Paramedic v. Non-Paramedic | FY19 Salary Before Contractual Adjustments for FY 20 | FY20 Salary With 2.5% COLA Included | FY20 Salary With 1% Differential Included | FY20 Salary With 1.5% Settlement Payment Included | Calculation of FY20 Paramedic Stipend 9.5% Roll-In | FY20 Salary With Paramedic Stipend 9.5% Roll-In Included | FY 21 Salary With 2.5% COLA Included | FY 22 Salary With 2.5% COLA Included | FY 23 Salary With 3.0% COLA Included |
|---------------------|----------------------------|--|-------------------------------------|---|---|--|--|--------------------------------------|--------------------------------------|--------------------------------------|
| FF                  | Non-paramedic              | \$71,112   | \$72,890                            | \$73,619                                  | \$74,723  | N/A  | \$74,723   | \$76,591                             | \$78,506                             | \$80,861                             |
| FF                  | Paramedic                  | \$71,112   | \$72,890                            | \$73,619                                  | \$74,723  | \$7,098  | \$81,821   | \$83,867                             | \$85,963                             | \$88,542                             |
| LT                  | Non-paramedic              | \$81,779   | \$83,823                            | \$84,662                                  | \$85,932  | N/A  | \$85,932   | \$88,080                             | \$90,282                             | \$92,990                             |
| LT                  | Paramedic                  | \$81,779   | \$83,823                            | \$84,662                                  | \$85,932  | \$7,098  | \$93,030   | \$95,355                             | \$97,739                             | \$100,671                            |
| CAPT                | Non-paramedic              | \$94,046   | \$96,397                            | \$97,361                                  | \$98,822  | N/A  | \$98,822   | \$101,292                            | \$103,824                            | \$106,939                            |
| CAPT                | Paramedic                  | \$94,046   | \$96,397                            | \$97,361                                  | \$98,822  | \$7,098  | \$105,920  | \$108,568                            | \$111,282                            | \$114,620                            |
| DC                  | Non-paramedic              | \$108,152  | \$110,856                           | \$111,964                                 | \$113,644   | N/A  | \$113,644  | \$116,485                            | \$119,397                            | \$122,979                            |
| DC                  | Paramedic                  | \$108,152  | \$110,856                           | \$111,964                                 | \$113,644   | \$7,098  | \$120,742  | \$123,760                            | \$126,854                            | \$130,660                            |

### **Section 3**

All newly hired Firefighters who are certified Paramedics upon hiring shall be required, as a condition of continued employment as a member, to maintain his/her Paramedic certification. If any part of the recertification occurs while the Paramedic is scheduled to be on duty, the Fire Chief shall grant the Paramedic the necessary time off with pay to attend the training as required by the Commonwealth of Massachusetts Office of Emergency Medical Services regulations and the current Medical Director named in the Advanced Life Support Affiliation Agreement between the Town of Randolph and the Medical Control Hospital.

### **Section 4**

All newly hired Firefighters who are not certified Paramedics upon hiring shall be required, as a condition of continued employment as a member, to attend the first available Paramedic course, complete said Paramedic course, and receive and maintain his/her Paramedic certification. If any part of the certification occurs while the Paramedic is scheduled to be on duty, the Fire Chief shall grant the Paramedic the necessary time off with pay to attend the training as required by the Commonwealth of Massachusetts Office of Emergency Medical Services regulations and the current Medical Director named in the Advanced Life Support Affiliation Agreement between the Town of Randolph and the Medical Control Hospital.

### **Section 5**

The Town shall only be responsible for compensating Firefighters, once employed, in pursuit of their initial Paramedic certification, \$3,000.00, as outlined in Article 18.

### **Section 6 - Ambulance Ride Pay**

Any employee who is assigned to job duties or responsibilities requiring transport to a medical facility of any patient in need of medical attention shall receive additional compensation of five dollars (\$5) per transport. Such compensation shall be paid to said employee in his or her

next applicable weekly pay check.

**ARTICLE 18**  
**ALS AGREEMENT**

The Town Manager agrees to sponsor a minimum of two employee members of the Local 1268 bargaining unit to attend advanced life support training as an EMT-Paramedic in any fiscal year. The bargaining unit shall designate and submit to the Chief in writing 90 days prior the names of the two individuals that will attend. If no member of the bargaining unit applies to the program, this provision shall be considered void for that particular fiscal year only. In sponsoring an employee, the Department shall allow the employee to attend all required sessions of the program while on duty without using vacation, sick, or swap time. Any member that takes the ALS program shall be re-certified as required by OEMS as a condition of employment. The Town shall pay in the case of an employee who is designated to become certified as an emergency medical technician paramedic (EMT-P) the costs incurred by the employee for registration, tuition, and books in obtaining such certification. In the event an employee completes the course or courses required for their certification but then fails to pass the examination given by the State for such certification and as a result thereof is required to complete additional training to be certified, the Town shall not pay any portion of the cost of such additional training. Such cost shall be the responsibility of the employee. In addition to its payments of the cost incurred by an employee for registration, tuition and books as provided for in the section above, the Town shall pay to a bargaining unit employee who completes the course or courses required to become certified as an EMT-P and successfully passes the exam given by the State for such certification and is certified to practice as an EMT-P, a one-time stipend of Three Thousand Dollars (\$3,000.00).

An employee who accepts the provisions of this Agreement shall sign a five- year

employment agreement with the Town.

Should the employee voluntarily leave the Randolph Fire Department prior to the end of the five-year agreement, the employee shall reimburse the Town an amount equal to the prorated share of the \$3,000.00. The obligation of the Town to fund this agreement shall expire concurrent with the expiration date of the current collective bargaining agreement.

#### **ARTICLE 19** **SICK LEAVE BUY BACK**

Upon normal retirement or retirement due to a job-related injury, an employee shall be entitled to fifty percent (50%) reimbursement of accumulated sick leave days based on one-fifth (1/5) of his/her present week's pay. In the case of death of an employee, the above benefit shall be paid to the beneficiary.

#### **ARTICLE 20** **WORKING OUT OF GRADE**

##### **Section 1**

If a vacancy occurs in the officer ranks and a member of the Department works, acts in, or otherwise assumes the responsibilities of the vacant position, for the entire shift, such member shall receive compensation of fifty dollars (\$50) for each shift, provided said member has done so under the direction or order of the Chief of the Department.

When the Chief of Department and the Chief of Operations are simultaneously on extended leave, the Chief of Department shall select a Deputy Chief to act on the Chief's behalf as Chief of Department for that period of time. That Deputy Chief shall be compensated at fifty dollars (\$50) per shift as the Acting Chief of Department.

For the purposes of this Article Section 1 and Section 2, a vacancy shall be defined as lasting less than thirty days.



## **Section 2**

Officers from the shift shall fill the vacancy in regard to order of rank. The highest eligible Firefighter from the promotion to Lieutenant Civil Service list on the group that is working and who has attained the maximum grade pay (fourth step, per compensation Attachment A) shall be selected to perform the acting service out of rank in the position of Lieutenant, or higher rank, if needed. If no members of the group working are on the Civil Service list, the member who is senior in rank on duty shall be selected to perform the acting service out of rank in the position of Lieutenant, or higher rank, if needed. If at any time a member selected to perform the acting service refuses the right to perform the service, the next senior firefighter in rank shall be selected until a member has agreed to perform the service.

When there is no existing Civil Service list for the position of Lieutenant, or no members working are on the Civil Service list, the selection of an employee covered by this Agreement to perform acting service out of rank within the meaning of this section shall be made in accordance with following criteria:

The firefighter who is senior in rank shall be selected to perform the acting service out of rank in the position of Lieutenant, or higher if needed. If at any time a member selected to acting service refuses the right to perform the service, the next senior firefighter in rank shall be selected until a member has agreed to perform the service.

For the purposes of this Section, seniority is computed as the time in rank, from date of appointment for each of the permanent positions listed therein.

## **Section 3 - Long Term Vacancies**

- A. For the purposes of this section a long-term vacancy will be defined as any vacancy thirty (30) calendar days or longer, when no list is called for by the Chief of the Department.
- B. When there is an existing Civil Service list for the position to be filled on an acting basis,

the selection of an employee covered by this Agreement to perform acting service out of rank within the meaning of this section shall be made in accordance with Civil Service law and shall be subject to the following criteria:

1. The highest eligible Captain from the Civil Service list shall be selected to perform the acting service out of rank in the position of Deputy Chief.
2. The highest eligible Lieutenant from the Civil Service list shall be selected to perform the acting service out of rank in the position of Captain.
3. The highest eligible Firefighter from the Civil Service list shall be selected to perform the acting service out of rank in the position of Lieutenant.

If at any time a member selected from the Civil Service list to perform the acting service refuses the right to perform the service, the next member highest on the Civil Service list shall be selected until a member on the Civil Service list has agreed to perform the service. If no member on the Civil Service list accepts the open position, the position shall be filled by the procedure stated below in subsection (C).

C. When there is no existing Civil Service list for the position to be filled on an acting basis, or if all of the individuals on the Civil Service list have refused the acting appointment, the selection of an employee covered by this Agreement to perform acting service out of rank within the meaning of this section shall be made in accordance with the following criteria:

1. The Captain who is senior in rank shall be selected to perform the acting service out of rank in the position of Deputy Chief.
2. The Lieutenant who is senior in rank shall be selected to perform the acting service out of rank in the position of Captain.
3. The Firefighter who is senior in rank shall be selected to perform the acting service

out of rank in the position of Lieutenant.

If at any time a member selected to perform the acting service refuses the right to perform the service, the next senior member in rank shall be selected until a member has agreed to perform the service.

For the purposes of this Section, seniority is computed as the time in rank from date of promotion or appointment for each of the permanent positions listed therein. Payment for long-term acting shall be made at proper rank and step rate. (Example = Firefighter would be paid at Lieutenant, Step 2.)

## **ARTICLE 21** **ENHANCED LONGEVITY COMPENSATION PLAN**

### **Section 1**

This Section 1 shall apply only to those bargaining unit member employees who have commenced an Enhanced Longevity Compensation Plan ("ELCP") prior to the effective date of the FY 2020 New Agreement.

An employee shall be designated as Senior Firefighter, Senior Lieutenant, Senior Captain, or Senior Deputy Chief, depending upon the rank of the employee, for a period of time up to three (3) consecutive years. The period of time during which each employee is designated as "Senior" shall be the period of time, not to exceed three (3) consecutive years, selected by each employee. During the period of time that each employee is designated as "Senior," he/she will receive a base salary that is four percent (4%) higher than he/she would otherwise receive.

During the period of time that each employee is designated as "Senior," he/she will be required to provide a doctor's certificate for each two (2) consecutive twenty-four hour shifts of sick leave absence, if requested to do so by the Town. An employee eligible for the ELCP under this Section 1 shall forfeit all rights to ELCP benefits automatically if the employee is absent

from duty more than two (2) consecutive 24 hour shifts for any reason other than vacation, bereavement leave, IOD, or undocumented sick leave. ELCP benefits shall terminate as of the end of the second day of absence, unless the employee reports for duty on his/her next regular scheduled shift. An undocumented sick day shall be the only deciding factor in the loss of senior ELCP status. Prior to returning to duty, a member must present to the Chief of the Department a doctor's note, or lose his/her ELCP benefits.

Each employee will be designated as "Senior" for only one (1) three-year period. If a member of Local 1268 has previously taken this benefit during his/her employment with the Town of Randolph, including while being a member of another bargaining unit, that member shall not be eligible for this benefit. The enhanced longevity benefit is to be used only once during an employee's career with the Town of Randolph. Members shall be eligible for ELCP benefits prospectively from the date of their applications. ELCP benefits shall not be paid retroactively.

## **Section 2**

This Section 2 shall apply only to those bargaining unit member employees who have not commenced an Enhanced Longevity Compensation Plan ("ELCP") prior to the effective date of the FY 2020 New Agreement.

A 5th step shall be created in the pay scale. The 5th step shall be set at 5% over the 4th step of respective grade.

Any bargaining unit member employee who is covered by this Section 2 and who was hired before April 1, 2012, shall, at the time that said member attains 25 years of service, receive the added 5th step.

Any bargaining unit member employee who is covered by this Section 2 and who was hired on and after April 1, 2012, shall, at the time that said member attains 27 years of service,

receive the added 5th step.

### **Section 3**

Bargaining unit member employees who are eligible for and currently participating in ELCP under Section 1 will continue to receive those ELCP benefits pursuant to Section 1 or the predecessor Article to Section 1 as it was written when the member started the ELCP program. Said members will not ever be eligible for the extra 5th step described in Section 2. Said members must complete the ELCP program within three years of the start date of the program, regardless of when they started the ELCP program, in order to receive the ELCP benefit. No member may start a new ELCP program after the effective date of the FY 2020 New Agreement.

Once the ELCP program has been completed or discontinued by all members who are eligible under Section 1, the language in Section 1 regarding that program will be eliminated from the collective bargaining agreement and the ELCP program will be terminated. The new 5th step outlined in Section 2 will remain in the collective bargaining agreement and will be available only to eligible members as described in Section 2.

## **ARTICLE 22**

### **Section 1 - Safety/Health**

The Employer agrees to undertake aggressive and affirmative measures regarding safety and health issues, with special attention to Haz-Mat concerns, to ensure the highest standards of safety and health in order to limit as much as possible the inherent dangers associated with the fire service. Any dispute concerning the Employer's failure to implement such measures shall be subject to the contract's grievance and arbitration procedures. In enforcing these obligations, the Union shall be entitled to request the Employer to make changes to existing or negotiate new departmental procedures or rules and regulations.

### **Section 2 - Safety Committee**

In order to facilitate the obligations referenced above, the Employer agrees to recognize a Safety Committee, comprised of up to three (3) bargaining unit members, who shall meet with the Fire Chief or his designated representative(s) and the Town Manager for a mutual exchange of opinions, ideas and discussions concerning the safety and health conditions of the Department. Such meetings shall take place periodically but at least every three months or at the request of the Union or the Fire Chief, in writing. The Committee shall make recommendations to the Fire Chief regarding any and all matters affecting the safety and health concerns of its members. The Committee shall have a reasonable right of access to all information and materials in the control of the Department to the extent such information is necessary for evaluation of health and safety concerns.

The Employer hereby recognizes, at minimum, its obligation under SARA Title III to provide complete training to all of its employees who may be called upon to respond to emergencies, which may involve handling hazardous materials.

### **ARTICLE 23** **DRIVERS LICENSES**

All employees shall maintain a valid driver's license at all times. Each employee shall have a valid driver's license in his/her possession or in quarters whenever the employee is on duty. The Town shall annually require each employee to produce a valid, current driver's license for inspection. Should an employee's driver's license be suspended or revoked for any reason, the employee must immediately report such to the Chief.

Nothing in this Article shall abridge a member's right to be free from unjust discipline, and all members shall be availed of their rights under Article XIV of this Agreement under M.G.L., Chapter 31.

### **ARTICLE 24**

### **COMPREHENSIVE FIRE DEPARTMENT STUDY**

The Town agrees that, no later than July 2011, it will commence an independent study to include piece manning study and other safety-related issues. The cost of such study shall be paid for by the Town of Randolph. The "Comprehensive Fire Study" contracted shall be mutually agreed upon by both the Union and the Town.

Upon receipt of the final study, the Town and the Union will commence negotiations over implementation of the recommendations in the study in whole or in part or as modified through negotiations.

Until such study has been completed and such agreement has been reached, the Town agrees that the piece manning shall not fall below the level as it exists on the date of this Agreement regardless of any new apparatus that may be available to the Department.

### **ARTICLE 25** **BENEFITS**

The provisions of this Agreement shall prevail over the provisions of the Town's Personnel By-Laws. Members of the bargaining unit shall only be entitled to the benefits provided in this Agreement and shall not be entitled to any additional benefits provided under the Town's Personnel By-laws, unless otherwise specifically provided for in this Agreement.

### **ARTICLE 26** **SAVINGS CLAUSE**

Each article of this Agreement is totally severable from every other article hereof. Should any article of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable, the validity of all other clauses of this Agreement shall be unaffected thereby and shall remain in full force and effect during its term.

### **ARTICLE 27** **MUTUAL RESPECT**

The Town and the Union agree that mutual respect between and among the Town Manager and his or her designees, the Fire Chief, officers, firefighters and other employees is integral to the efficient conduct of the Department. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language, mannerisms or behaviors, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with an appropriate Department officer or Union representative as soon as possible but no later than ninety (90) days from the occurrence of the incident(s). In the event the employee's concerns are not addressed either formally or informally within a reasonable period of time, the employee or the Union may file a grievance. No employee shall be subject to discrimination for filing a complaint, giving a statement or otherwise participating in the administration of this process.

#### **ARTICLE 28** **TRANSFERS**

1. In all instances, members shall receive at least thirty (30) days' notice prior to a transfer.
2. No member shall be transferred more than once in a two (2) year period without his or her consent, except as may be necessary due to promotion or due to bona fide operational needs of the Department. Should a member's transfer be occasioned by operational needs, the Department shall, at the time of the transfer order, provide a written explanation as to why the transfer is necessary to meet such operational needs.
3. The transfer of members under such circumstances may be challenged through the parties' grievance and arbitration process but may only be overturned if it is determined that the transfer was arbitrary, capricious or an abuse of discretion. Any such grievance shall be filed directly at Step 2 of the grievance procedure, and the Town Manager will have fourteen (14) days to act on the grievance. Should the Town Manager deny the grievance, the matter shall



proceed directly to expedited arbitration.

**ARTICLE 29**  
**RANDOLPH FIREFIGHTERS ASSOCIATION, LOCAL 1268**

During the term of this CBA, the Town of Randolph will agree to pay Randolph Firefighters Association, Local 1268 one dollar (\$1) per member per week in a lump sum paid the first week of August every year.

**ARTICLE 30**  
**SHIFT DIFFERENTIAL**

Recognizing that 24-hour scheduling includes work across several different shifts, in FY 2020 the Town shall pay weekly to each employee a shift differential equal to one percent (1%) of the employee's base salary. This is a one-time 1% differential that shall be added to the base pay in FY 2020. The 1% differential from FY 2020 shall remain in members' base pay going forward. However, a new 1% shift differential shall not be added in any year subsequent to 2020.

**ARTICLE 31**  
**HEALTH AND WELLNESS**

Members of Randolph Firefighters Local 1268 will have the option to take part in a four (4) hour seminar yearly in the subject of health and wellness. The annual seminars will cover topics that may include stress management, nutrition, exercise, coping techniques and various other topics agreed upon by both the Chief of department and the Member organization representative relating to health and wellness. The stipend for attending this annual seminar will be \$750.00 per Member per year, payable at the conclusion of the annual seminar. The program will be set up and sponsored by the Town. Members will not be paid wages or other monies for attending or participating in these seminars. The only compensation Members will receive for attending or participating in these seminars shall be the \$750.00 annual stipend described in this paragraph.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2020, through June 30, 2023.

This Agreement may be reopened with consent of both parties during its term.

In the event that no new agreement is reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until a new contract is agreed to by the Town and the Union.

**ARTICLE 33**  
**EXECUTION OF AGREEMENT**

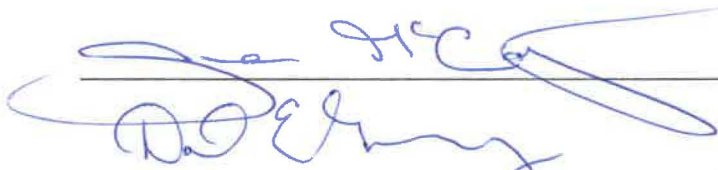
Executed this 3rd day of June, 2020


TOWN OF RANDOLPH  
THE MUNICIPAL EMPLOYER

BY:   
TOWN MANAGER

LOCAL 1268, I.A.F.F., AFL-CIO

BY: 

  
\_\_\_\_\_

  
\_\_\_\_\_

AS THEY ARE THE BARGAINING  
COMMITTEE OF THE EMPLOYEE  
ORGANIZATION

**ATTACHMENT A**  
**COMPENSATION SCHEDULE**

**FY20**

|                | STEP   | ANNUAL<br>SALARY | WEEKLY<br>SALARY |                    | STEP   | ANNUAL<br>SALARY | WEEKLY<br>SALARY |
|----------------|--------|------------------|------------------|--------------------|--------|------------------|------------------|
| <b>DEPUTY</b>  |        |                  |                  | <b>LIEUTENANT</b>  |        |                  |                  |
|                | 1      | 104,000.64       | 1,984.75         |                    | 1      | 78,639.43        | 1,500.75         |
|                | 1 PARA | 111,098.64       | 2,120.20         |                    | 1 PARA | 85,737.43        | 1,636.21         |
|                | 2      | 107,120.66       | 2,044.29         |                    | 2      | 80,998.61        | 1,545.77         |
|                | 2 PARA | 114,218.66       | 2,179.75         |                    | 2 PARA | 88,096.61        | 1,681.23         |
|                | 3      | 110,334.28       | 2,105.62         |                    | 3      | 83,428.57        | 1,592.15         |
|                | 3 PARA | 117,432.28       | 2,241.07         |                    | 3 PARA | 90,526.57        | 1,757.61         |
|                | 4      | 113,644.31       | 2,168.78         |                    | 4      | 85,931.43        | 1,639.91         |
|                | 4 PARA | 120,742.31       | 2,304.24         |                    | 4 PARA | 93,029.43        | 1,775.37         |
|                |        |                  |                  |                    |        |                  |                  |
| <b>CAPTAIN</b> |        |                  |                  | <b>FIREFIGHTER</b> |        |                  |                  |
|                | 1      | 90,435.34        | 1,725.87         |                    | 1      | 68,382.11        | 1,305.00         |
|                | 1 PARA | 97,533.34        | 1,861.32         |                    | 1 PARA | 74,877.79        | 1,428.97         |
|                | 2      | 93,148.40        | 1,777.64         |                    | 2      | 70,433.57        | 1,344.15         |
|                | 2 PARA | 100,246.40       | 1,913.10         |                    | 2 PARA | 77,124.12        | 1,471.83         |
|                | 3      | 95,942.85        | 1,830.97         |                    | 3      | 72,546.58        | 1,384.48         |
|                | 3 PARA | 103,040.85       | 1,966.43         |                    | 3 PARA | 79,437.84        | 1,515.99         |
|                | 4      | 98,821.14        | 1,885.90         |                    | 4      | 74,722.98        | 1,426.01         |
|                | 4 PARA | 105,919.14       | 2,021.36         |                    | 4 PARA | 81,820.98        | 1,561.47         |

| ELCP           | STEP   | ANNUAL SALARY | WEEKLY SALARY |                    | STEP   | ANNUAL SALARY | WEEKLY SALARY |
|----------------|--------|---------------|---------------|--------------------|--------|---------------|---------------|
| <b>DEPUTY</b>  |        |               |               | <b>LIEUTENANT</b>  |        |               |               |
| 104,000.64     | 1      | 108,160.67    | 2,064.13      | 78,639.43          | 1      | 81,785.00     | 1,560.78      |
| 108,160.67     | 1 PARA | 115,258.67    | 2,199.59      | 81,785.00          | 1 PARA | 88,883.00     | 1,696.24      |
| 107,120.66     | 2      | 111,405.48    | 2,126.06      | 80,998.61          | 2      | 84,238.55     | 1,607.61      |
| 111,405.48     | 2 PARA | 118,503.48    | 2,261.52      | 84,238.55          | 2 PARA | 91,336.55     | 1,743.06      |
| 110,334.28     | 3      | 114,747.65    | 2,189.84      | 83,428.57          | 3      | 86,765.71     | 1,655.83      |
| 114,747.65     | 3 PARA | 121,845.65    | 2,325.30      | 86,765.71          | 3 PARA | 93,863.71     | 1,791.29      |
| 113,644.31     | 4      | 118,190.08    | 2,255.54      | 85,931.43          | 4      | 89,368.68     | 1,705.51      |
| 118,190.08     | 4 PARA | 125,288.08    | 2,390.99      | 89,368.68          | 4 PARA | 96,466.68     | 1,840.97      |
| <b>CAPTAIN</b> |        |               |               | <b>FIREFIGHTER</b> |        |               |               |
| 90,435.34      | 1      | 94,052.75     | 1,794.90      | 68,382.11          | 1      | 71,117.39     | 1,357.20      |
| 94,052.75      | 1 PARA | 101,150.75    | 1,930.36      | 71,117.38          | 1 PARA | 78,215.38     | 1,492.66      |
| 93,148.40      | 2      | 96,874.33     | 1,848.75      | 70,433.57          | 2      | 73,250.91     | 1,397.92      |
| 96,874.33      | 2 PARA | 103,972.33    | 1,984.20      | 73,250.91          | 2 PARA | 80,348.91     | 1,533.38      |
| 95,942.85      | 3      | 99,780.57     | 1,904.21      | 72,546.58          | 3      | 75,448.44     | 1,439.86      |
| 99,780.57      | 3 PARA | 106,878.57    | 2,039.67      | 75,448.44          | 3 PARA | 82,546.44     | 1,575.31      |
| 98,821.14      | 4      | 102,773.99    | 1,961.34      | 74,722.98          | 4      | 77,711.90     | 1,483.05      |
| 102,773.99     | 4 PARA | 109,871.99    | 2,096.79      | 77,711.90          | 4 PARA | 84,809.90     | 1,618.51      |

| STEP 5         | STEP   | ANNUAL SALARY | WEEKLY SALARY |                    | STEP   | ANNUAL SALARY | WEEKLY SALARY |
|----------------|--------|---------------|---------------|--------------------|--------|---------------|---------------|
| <b>DEPUTY</b>  |        |               |               | <b>LIEUTENANT</b>  |        |               |               |
| 104,000.64     | 1      | 109,200.67    | 2,083.98      | 78,639.43          | 1      | 82,571.40     | 1,575.79      |
| 109,200.67     | 1 PARA | 116,298.67    | 2,219.44      | 82,571.40          | 1 PARA | 89,669.40     | 1,711.25      |
| 107,120.66     | 2      | 112,476.69    | 2,146.50      | 80,998.61          | 2      | 85,048.54     | 1,623.06      |
| 112,476.69     | 2 PARA | 119,844.69    | 2,287.11      | 85,048.54          | 2 PARA | 92,146.54     | 1,758.52      |
| 110,334.28     | 3      | 115,850.99    | 2,210.90      | 83,428.57          | 3      | 87,600.00     | 1,671.76      |
| 115,850.99     | 3 PARA | 122,948.99    | 2,346.35      | 87,600.00          | 3 PARA | 94,698.00     | 1,807.21      |
| 113,644.31     | 4      | 119,326.53    | 2,277.22      | 85,931.43          | 4      | 90,228.00     | 1,721.91      |
| 119,326.53     | 4 PARA | 126,424.53    | 2,412.68      | 90,228.00          | 4 PARA | 97,326.00     | 1,857.37      |
| <b>CAPTAIN</b> |        |               |               | <b>FIREFIGHTER</b> |        |               |               |
| 90,435.34      | 1      | 94,957.11     | 1,812.16      | 68,382.11          | 1      | 71,801.22     | 1,370.25      |
| 94,957.11      | 1 PARA | 102,055.11    | 1,947.62      | 71,801.22          | 1 PARA | 78,899.22     | 1,505.71      |
| 93,148.40      | 2      | 97,805.82     | 1,866.52      | 70,433.57          | 2      | 73,955.25     | 1,411.36      |
| 97,805.82      | 2 PARA | 104,903.82    | 2,001.98      | 73,955.25          | 2 PARA | 81,053.25     | 1,546.82      |
| 95,942.85      | 3      | 100,739.99    | 1,922.52      | 72,546.58          | 3      | 76,173.91     | 1,453.70      |
| 100,739.99     | 3 PARA | 107,837.99    | 2,057.98      | 76,173.91          | 3 PARA | 83,271.91     | 1,589.16      |
| 98,821.14      | 4      | 103,762.20    | 1,980.19      | 74,722.98          | 4      | 78,459.13     | 1,497.31      |
| 103,762.20     | 4 PARA | 110,860.20    | 2,115.65      | 78,459.13          | 4 PARA | 85,557.13     | 1,632.77      |

### SIDE LETTER OF AGREEMENT – CIVILIAN DISPATCH

At any time after this successor Collective Bargaining Agreement becomes effective, the Town may give the Union notice of its intent to implement a Civilian Dispatch Program to be effective no earlier than July 1, 2014. In its notice to the Union, the Town will provide a comprehensive description of the program it intends to be implemented.

Thereafter, the parties will engage in expedited impact bargaining over the proposed change, to be commenced within fourteen (14) days of the notice to the Union and to be completed within ninety (90) days after the first negotiating session (hereinafter, the "Negotiating Period"). The parties will meet as often as is reasonably necessary to complete impact bargaining within the Negotiating Period.

The Town may implement the Civilian Dispatch Program on or after (1) the completion of impact bargaining with the Union by agreement or lawful impasse, or (2) the end of the Negotiating Period, whichever is earlier. Should the Town implement the Civilian Dispatch Program after the end of the Negotiating Period but prior to the completion of impact bargaining, the parties will continue their negotiations and, to the extent possible, shall apply the terms of any agreement reached retroactively to the date of implementation.

Upon the implementation of the Civilian Dispatch Program, the Town will adhere to the following per piece manning requirements at all times:

Three (3) members per Engine;

Two (2) members per Ladder;

Two (2) members per Ambulance;

One Deputy Chief or other member serving in that capacity.

Except as may be modified by further agreement, these per piece manning requirements will remain in full force and effect after implementation of the

Civilian Dispatch Program regardless of whether the Civilian Dispatch Program continues in effect.

In witness hereof, the Town of Randolph and Local 1268, International Association of Fire Fighters, AFL-CIO, have caused this Side Letter of Agreement to be signed, executed and delivered on the 24th day of May, 2014.

TOWN OF RANDOLPH

By: \_\_\_\_\_

Town Manager

LOCAL 1268, INTERNATIONAL  
ASSOCIATION OF FIRE  
FIGHTERS, AFL-CIO

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIDE LETTER OF AGREEMENT – NEW HIRES**

The Town has given the Union notice that, as of May 25, 2016, any new employees hired with the condition that they become certified EMT-Paramedics will be required to achieve all necessary state and/or national paramedic certifications within twenty-eight (28) months after the beginning of their paramedic classes or be subject to termination.

The Union hereby acknowledges that it has been notified of the implementation of this policy and that the Town has satisfied any and all obligations under Chapter 150E with respect to this policy.

In witness hereof, the Town of Randolph and Local 1268, International Association of Fire Fighters, AFL-CIO, have caused this Side Letter of Agreement to be signed, executed and delivered on the 24th day of May, 2018.

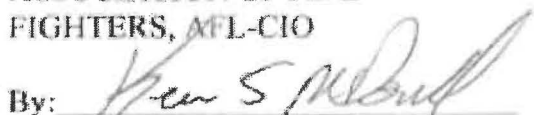


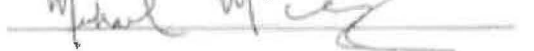
TOWN OF RANDOLPH

By:

  
Town Manager

LOCAL 1268, INTERNATIONAL  
ASSOCIATION OF FIRE  
FIGHTERS, AFL-CIO

By:



SIDE LETTER OF AGREEMENT – ACTIVE SHOOTER TRAINING

SIDE LETTER OF AGREEMENT BETWEEN  
IAFF, LOCAL 1268 AND THE TOWN OF RANDOLPH,  
EXECUTED TOGETHER WITH A MEMORANDUM OF AGREEMENT  
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS,  
CONCERNING THE ACTIVE SHOOTER TRAINING PROGRAM

WHEREAS, the Town of Randolph, Massachusetts (the "Town") and Randolph Firefighters, Local 1268, IAFF (the "Union"), have bargained collectively for a new collective bargaining agreement (the "FY 2020 New Agreement") for the period July 1, 2019, through June 30, 2020; and


WHEREAS, the Town and the Union have bargained collectively for a new collective bargaining agreement (the "FY 2021-2023 New Agreement") for the period July 1, 2020, through June 30, 2023; and

WHEREAS, the Town and the Union have reached an agreement regarding the FY 2020 New Agreement and the FY 2021-2023 New Agreement which agreement is memorialized in a Memorandum of Understanding ("MOA") between the parties;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Union and the Town hereby further agree as follows:

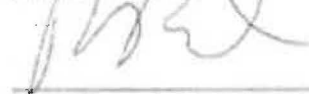
1. The Town has given the Union notice and an opportunity to bargain over a proposed active shooter training program, including all equipment associated with that program.
2. The Union hereby acknowledges that it has been notified of the intended implementation of an active shooter training program, including all equipment associated with that program, and that the Town has satisfied any and all obligations under Chapter 150E with respect to said program.

For the Union:



Kevin McDonnell, President

For the Town:



Brian Howard, Town Manager

**SIDE LETTER OF AGREEMENT BETWEEN  
IAFF, LOCAL 1268 AND THE TOWN OF RANDOLPH  
EXECUTED TOGETHER WITH A MEMORANDUM OF AGREEMENT  
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS**

WHEREAS, the Town of Randolph, Massachusetts (the "Town") and Randolph Firefighters, Local 1268, IAFF (the "Union"), have bargained collectively for a new collective bargaining agreement (the "FY 2020 New Agreement") for the period July 1, 2019, through June 30, 2020; and

WHEREAS, the Town and the Union have bargained collectively for a new collective bargaining agreement (the "FY 2021-2023 New Agreement") for the period July 1, 2020, through June 30, 2023; and

WHEREAS, the Town and the Union have reached an agreement regarding the FY 2020 New Agreement and the FY 2021-2023 New Agreement which agreement is memorialized in a Memorandum of Understanding ("MOA") between the parties;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Union and the Town hereby further agree as follows:

1. The Town and the Union, in coming to agreement on the FY 2020 New Agreement and the FY 2021-2023 New Agreement (collectively, the "New CBAs"), wish to resolve certain outstanding disputes between them, as follows:
  - Randolph Firefighters, Local 1268, IAFF v. Town of Randolph, Arbitration Proceedings Before the Labor Relations Commission, Grievance: Calculation of Wages, LRC #120-18 (the "Employee Shareholder provision matter"); and
  - Randolph Firefighters Ass'n, IAFF, Local 1268, AFL-CIO, Charging Party v. Town of Randolph, Employer, Claim Before the Department of Labor Relations, Transferring Vehicle Mechanic Work ULP (DLR#: MUP-19-7065) (the "DPW Mechanic matter") (collectively, the "Disputed Matters").
2. As part of the execution of the New CBAs, in accordance with the terms of this Side Letter of Agreement, the Union hereby agrees to withdraw the above-referenced Disputed Matters without any further remedy other than is set forth herein, with prejudice to its right to refile the same.
3. The Town hereby agrees to provide the Union with the following settlement payment (the "Settlement Payment"): a 1.5% wage increase to be paid to all bargaining unit members and to be effective retroactively to July 1, 2019. This wage increase shall be based on the base rate in effect for each bargaining unit member under the FY 2020 New Agreement and

shall be on top of and in addition to any monies or wage increases that are otherwise due to the bargaining unit members under the FY 2020 New Agreement.

4. The Town and the Union hereby agree that they will accept the wage increases that were previously calculated and provided to the collective bargaining unit members by the Town for FY 2018 and for FY 2019 and the Union hereby specifically waives any claim that any additional wages (of any kind) were owed to any such member during either of those fiscal years.
5. The Town and the Union hereby agree that no wages, other than those that have already been paid, shall be due under the Employee Shareholder provision of any collective bargaining agreement between the Town and the Union for FY 2018, FY 2019, FY 2020, or any other year in which any Employee Shareholder provision may or may not have been in effect between the parties. For the purposes of this Side Letter of Agreement, the "Employee Shareholder provision" shall mean ARTICLE 8, Section 1 of the FY 2017-2019 collective bargaining agreement between the Parties (which Section is entitled "Employee Stakeholder Option" in the FY 2017-2019 collective bargaining agreement) and any predecessor to that Section in a prior collective bargaining agreement between the Parties.
6. The Union hereby release and forever discharge the Town, its officers, agents, employees and elected officials ("Town of Randolph et al.") from any and all grievances, claims, complaints or causes of action of any kind related to or arising out of the matters alleged in the Disputed Matters, including without limitation any claim under the collective bargaining agreement between the Town and the Union, M.G.L. c. 31, M.G.L. c. 149, including § 148 (payment of wages), M. G.L. c. 150E, M.G.L. c. 151B or under any other local, state or federal law in any forum.
7. This Side Letter of Agreement is without precedent for any pending or future matter involving members of the bargaining unit, and, therefore, it shall be inadmissible in any matter or proceeding, except for a proceeding to enforce the terms of this Side Letter of Agreement. Nothing in this Side Letter of Agreement shall be considered past practice.

For the Union:

  
Kevin McDonnell, President

For the Town:

  
Brian Howard, Town Manager