

**THE TOWN OF FAIRHAVEN  
AND  
FAIRHAVEN PERMANENT FIREFIGHTERS  
IAFF LOCAL 1555**

For good and valuable consideration, each to the other given, the Town of Fairhaven and the Fairhaven Permanent Firefighters, Local 1555, hereby agree to modify the collective bargaining agreement that is in effect for July 1, 2019, through June 30, 2022, for a collective bargaining agreement effective from July 1, 2022, through June 30, 2025. All other terms of the July 1, 2019, through June 30, 2022, collective bargaining agreement not expressly modified by this Agreement shall remain in full force and effect throughout the extended Agreement.

All tentative agreements are subject to ratification of the complete collective bargaining agreement. Failure to reach a full agreement will nullify any tentative agreement reached by the parties.

1. Wages:

- a. Article 39, Amend to reflect the following across-the-board wage increases.  
7/1/22 – 2%  
7/1/23 – 2%  
7/1/24 – 2%
- b. Effective 7/1/22 – an additional 2.5% across-the-board wage increase that is contingent upon the Town Meeting’s approval of its withdrawal from Civil Service pursuant to paragraph 3 below.
- c. Effective 7/1/22 – an additional .5% across-the-board wage increase in exchange for the modifications to Article 37 described below.
- d. Effective 7/1/23 – Add new phantom step.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Lieutenant	Captain
							Phantom		
FY23 - 2.5/2.5	26.4033	26.8384	27.5884	28.3378	29.0462	29.7723	31.27	35.7268	41.6812
FY24 - 2%/Step	27.7393	28.1964	28.9844	29.7717	30.5159	31.2788		37.5345	43.7903
FY25 - 2%	28.2941	28.7604	29.5641	30.3671	31.1263	31.9044		38.2852	44.6661

- e. Effective 7/1/22- Add a New Section B- Annual Stipends to include the following:
  - a. Certified HazMat Technician –\$750 per year
  - b. Oil Burner Inspector - \$500 per year

- c. Certified Boat Captain - \$400
- d. EMS Assistant - \$500

2. Duration: Three years – 7/1/22 – 6/30/25

3. Civil Service Status:

- a. The Town acknowledges that the intent is to expand the hiring pool for future vacant firefighter positions. The Town acknowledges that there is no present intent to change or revise any existing classifications within the CBA. The Town acknowledges that it will be bound by the CBA for promotions, layoffs, and discipline.
- b. Wherever there is a reference to General Laws Ch. 31 or Civil Service, said references shall be stricken from the CBA.
- c. The Town shall remove itself from the jurisdiction of the Massachusetts Civil Service Commission for hiring, promotions, and disciplinary appeals, and revoke acceptance of all applicable sections of General Laws, c. 31, in accordance with applicable law. Employees hired as full-time firefighters prior to proper removal from Civil Service under General Laws, c. 31, shall retain all statutory rights which he/she may have pursuant to General Laws, c. §31, including, but not limited to Civil Service seniority for the purpose of discipline, layoffs, and rights related to placement on a Civil Service layoff list.

The parties agree that as to those employees retaining civil service rights s/he shall choose either to exercise his/her rights under General Laws, c. 31 or the grievance arbitration procedure, but not both. The election of such rights shall be made after the decision of the Board. The parties recognize and acknowledge that the standard for discipline and discharge is “just cause.”

- d. The Union agrees to support the Article to remove Civil Service coverage for future bargaining unit members at Town Meeting. And to the extent that such Article is not passed at Town Meeting, the Union agrees to support any necessary alternative methods to remove Civil Service coverage for future bargaining unit members.
  - e. Article 33 – Promotions - Effective upon ratification and funding of this Agreement, and vote of the Town Meeting to remove Fire Department employees from Civil Service jurisdiction, the parties agree to replace Article 33 with the language shown in Att. A to this Memorandum.
4. New Article - The Town of Fairhaven reserves the right to eliminate day-to-day dispatch from the Firefighter job description at a time to be determined. It shall be mutually agreed that once dispatch is transferred to a joint or regional dispatch, the day-to-day dispatch job duty shall be removed from the Firefighter job description and from their daily duties. It shall also be further agreed that once dispatch is transferred, day-to-day dispatch can only be re-assigned to firefighters through a collective bargaining agreement. However,

the Chief, at his discretion, has the right to assign an additional firefighter, not currently on duty, to the dispatch assignment in the event of a communication infrastructure failure or a major storm/event.

5. The Town has issued an SOP that reflects modifications to apparatus/staffing deployment practices, as discussed by the Parties, a copy of which is attached. This SOP shall not be incorporated into the collective bargaining agreement. To the extent that the Town changes the attached SOP, such must be done in compliance with its bargaining obligations pursuant to G.L. c. 150E.

6. Article 4, §5 – Clothing – Increase to \$1,100 per year, effective 7/1/23.

7. Article 8 – Forced Overtime.

Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to reflect the following changes:

NOTE: All 24-hour vacancies for the purpose of forcing will be broken down into a day shift(s) (10 hours) and a night shift(s) (14 hours).

If the administration is aware of a vacant shift that will occur the following day, the member on the off-going shift with the least amount of overtime worked (Calendar YTD) will be forced for the open shift. The next firefighter with the lowest amount of overtime worked (Calendar YTD) will be forced for the next open shift. In the event that there are multiple shifts opened, the day shifts will be forced in first, followed by the night shifts. All firefighters on the proceeding shift are eligible to be forced, including Senior Firefighters, members on overtime, and new probationary firefighters (who have been cleared to work shift rotations).

Lieutenants and senior firefighters are responsible to fill OIC shifts the following day.

Lieutenants currently on duty or senior firefighters working in place of a Lieutenant will be responsible to cover the following day shift. The administration will recall someone for the night shift to fill any OIC vacancies.

Overtime hours include callbacks, details, overtime, and forced overtime.

Hours worked will be resent on Jan 1 of the new calendar year to the department seniority list.

8. Article 12, Educational Incentive

- a. Effective 7/1/22 – Increase Associates Degree from 7.5% to 10%, bachelor's Degree from 15% to 20%, and master's Degree from 20% to 25%. contingent upon Town Meeting's approval of withdrawal from Civil Service pursuant to paragraph 3 above.

- b. Change the initial request from December 1<sup>st</sup> to November 1<sup>st</sup>. The January 31<sup>st</sup> date of an official transcript will remain.

9. Article 13 – Lateral Transfers – Delete the article.

10. Article 14 - – EMS Coordinator/Training Position. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:

a. Change to Captain Rank

An SOP reflecting changes to the responsibilities for this position is attached hereto but shall not be incorporated into the collective bargaining agreement.

11. Article 15 – EMT Stipend. Amend as shown in bold:

There shall be an EMT stipend to each firefighter who has maintained his EMT certification for all or part of the then-ending fiscal year. EMT-B's and paramedics shall receive the stipends listed below. Employees hired after January 1, 2000, shall maintain their EMT-B or paramedic certifications as a condition of employment. Employees hired prior to January 1, 2000, whose EMT-B or paramedic certifications are suspended or terminated for any reason shall notify the Fire Chief immediately of the suspension or termination of said certification, and shall have the EMT-B or paramedic stipend terminated effective with the suspension or loss of said certification

EMT-B: There shall be an annual stipend of Five Thousand (\$5,000) Dollars.

EMT-PM: There shall be an annual EMT stipend of Eight Thousand (\$8,000.00) Dollars. Add – Effective 7/1/22, the foregoing EMT/P Stipend shall be increased to \$8,500.

Such pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime, and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes and shall be part of their weekly compensation.

Each firefighter who attains their paramedic certification shall be paid a one-time bonus of ~~Two Thousand Five Hundred (\$2,500.00)~~ Three Thousand Dollars (\$3,000) in addition to the annual stipend. If an employee resigns from the Town within three (3) years of payment of said bonus, the employee shall pay back a pro-rated share of said bonus, based on the percentage of time employed for the three-year period. The Town may deduct said amount from all wages due to the employee upon separation.

12. Article 16 – Excused absence for Promotional Exams. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to change the 60-day notification period for exams occurring subsequent to the ratification and funding of this Agreement to ten (10) days. Increase hours in Section 16 -c from sixteen (16) hours of Educational Time Off to twenty (20) hours per year, effective July 1, 2023.

13. Article 24 – Longevity. Amend to reflect that each longevity step sixteen (16) years and above, increases by \$75.00 per year, effective 7/1/22.

14. Article 28 – Overtime - Call Back and Special Detail. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to add a new section (j) which provides as follows: "Employees working a private detail, i.e., a detail for any entity that is not a Town department or agency, shall be paid \$60 per hour. The Fire Chief may establish a higher rate for specific details consistent with rates paid by that entity. Employees working such private details shall receive a minimum of four (4) hours of pay.

Employees working such private details beyond four (4) hours shall receive a minimum of four (4) additional hours of pay.

15. Article 30 – Holidays. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to add Juneteenth.
16. Article 31 Personnel Files: Effective upon ratification and funding of this Agreement, the parties agree to delete this Article and replace it with “All permanent firefighters shall have access to their personnel file pursuant to General Laws, c. 149, §52C.”

17. Article 32, Personal Time. Section F - Effective January 1, 2024, amend this Article to reflect that an Employee’s annual personal time allotment shall be accrued as follows:

During an employee’s first year of employment, personal time shall be pro-rated in the following manner:

1. Employees hired prior to April 1<sup>st</sup> shall be granted eighteen (18) hours of personal leave to be used prior to December 31<sup>st</sup> of that year.
2. Employees hired prior to July 1<sup>st</sup> shall be granted twelve (12) hours of personal leave to be used prior to December 31<sup>st</sup> of that year.
3. Employees hired prior to October 1<sup>st</sup> shall be granted six (6) hours of personal leave to be used prior to December 31<sup>st</sup> of that year.

18. Article 35 – Residency. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to change “ten (10)” to “twenty (20)”

19. Article 37 – Retirement Benefits. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:

- a. Section 1 (1) – Add a sentence to end “Employees shall not be eligible for the foregoing benefit unless a) the employee is granted disability retirement benefits pursuant to General Laws, c. 32, or b) the employee has at least twenty (20) consecutive years of service with the Town of Fairhaven at the time of separation.”
- b. Add “Employees hired after (ratification date) shall not be eligible for sick leave separation benefits under this article.”

20. Article 40. Effective upon ratification and funding of this Agreement, the parties agree to amend this delete this article and replace it with the following:

For the proper protection of the Town, when an officer of a shift is absent from duty, the responsibility of this shift will be assigned to a senior private who shall be required to accept that responsibility. An employee who is required to accept such responsibility shall be paid at the rate for that assigned position or rank, except that an employee assigned to the position of Chief or Deputy Chief shall be paid at the rate of Captain for the first 30 days, and the rate for the assumed position thereafter.

The Senior Firefighter shall consist of four (4) firefighters and will be determined by interview. The assignment of Senior Firefighter shall be put out to bid. The administration will interview a minimum of three members for each position available. The members that will be interviewed will be the senior most member of the Civil Service List and the Department Seniority List willing to accept the position and the highest-ranking individual on the civil service lieutenant promotional exam. If one member is at the top of more than one list then the administration will select the next second most senior individual on the Civil Service and/or Department seniority list. Once selected, the member will retain that position until it is resigned, the individual is promoted, or the individual is demoted for failure to perform.

In the event that no one signs up for the responsibility of Senior Firefighter, the most senior firefighter based on department seniority will be required to accept the position.

Firefighters on the Senior Firefighter List will be exempt from EMS rotation on shifts with eight (8) firefighters or more.

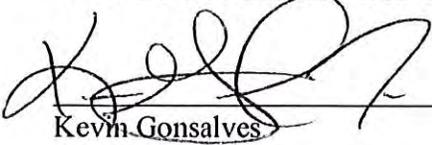
NOTE: Change all references to Acting Lieutenant applicable to this article to Senior Firefighter. (ex. Article 22)

21. Article 43 – Sick Leave. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:
  - a. Sick Leave: Add to paragraph 3, sentence 1.
    - a. "... three (3) shifts or more than eight (8) shifts in a fiscal year"
  - b. (New) Effective 7/1/22 – Employees that do not utilize sick leave for a six (6) month period shall receive twelve (12) hours of additional personal leave to be used within six (6) months of receipt of such time. The foregoing personal leave must be used in accordance with the provisions of Article 32 – Personal Time.
22. Article 51, Vacancies. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:
  - a. Section E
  - b. Add to paragraph 3: "Firefighters assigned to the Massachusetts Fire Academy – Stow Location..."
  - c. Add new paragraph: Firefighters assigned to the Massachusetts Fire Academy Bridgewater Location will be reimbursed for travel for each day of travel."
23. Article 52 – Vacations. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows, the parties agree to amend this article to add a new sentence: "All vacation changes must be submitted 10 days in advance."

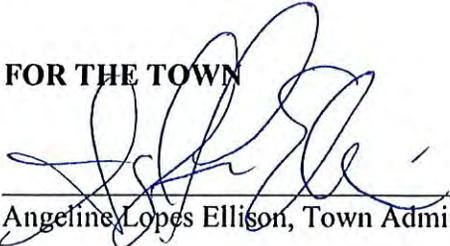
This Agreement shall be subject to Union and Board of Selectmen ratification as well as Town Meeting Funding.

IN WITNESS THEREOF the parties hereto set their hands and seals by their duly authorized representatives this 7 day of April, 2023.

**FOR THE UNION LOCAL 1555**

  
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Kevin Gonsalves

**FOR THE TOWN**

  
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Angeline Lopes Ellison, Town Administrator

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