

Agreement
By and Between
The Fairhaven Firefighters Association Local
1555, IAFF/PFFM
And
The Town of Fairhaven
July 1, 2022, thru June 30, 2025

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AGREEMENT:

Pursuant to the provisions of Massachusetts General Laws, Chapter 150E, this Agreement is made and entered into on July 1, 2022, by and between the Town of Fairhaven (hereinafter referred to as the Town) and Fairhaven Firefighters Association, Local 1555, International Association of Firefighters, Inc.

Certain specific amendments have been made to the collective bargaining agreement ("CBA") between the parties, as it existed prior to the above date. In addition to those amendments, the form of the CBA as it existed prior to the above date has been reformatted. No change is intended, nor should any change be inferred, in the interpretation of the CBA as a result of the re-formatting. In the event that any provision of the CBA has been changed as a result of the re-formatting, that provision should be interpreted according to its terms prior to the re-formatting, and no such change should be interpreted against the interests of the Town or Local 1555, financial or otherwise.

ARTICLE 1: ANTI-CONSOLIDATION

There shall be no effort by either signatory party to effect consolidation of this Department, its personnel, or its inherent activities and duties with any other Department, bureau, or commission, except in cases of temporary emergency or regionalization.

ARTICLE 2: APPROPRIATION OF FUNDS

In the event the Town Meeting fails to appropriate funds to implement this Agreement, the enforceability of this Agreement shall be determined by the provisions of General Laws, Chapter 150E. Salary increases are subject to express appropriation by Town Meeting of funds designated for such salary increases, and in the event, the Town Meeting fails to appropriate sufficient funds for such salary increases, the parties agree to further bargaining of that provision.

ARTICLE 3: ATTENDANCE BONUS

An Attendance Bonus will be paid on or before July 15th of each succeeding year to employees who have used no more than five (5) sick leave days in the prior fiscal year.

When an employee has been employed as a Firefighter for the Town for less than twelve months before the end of the year, the sick leave bonus, if any, will be prorated based on that portion of a full year he has been so employed.

This bonus system is on a graduated basis and is to be paid in the following increments:

SICK LEAVE DAYS USED	BONUS PAID
0	\$400.00
1	\$350.00
2	\$300.00
3	\$250.00
4	\$200.00
5	\$150.00

ARTICLE 4: CLOTHING AND EQUIPMENT

All new full-time employees will be outfitted with new or serviceable NFPA-approved equipment in good condition. Each firefighter, upon being assigned to active duty from the Civil Service (new employee) list, shall be issued the following clothing and protective equipment at no personal cost, and therefore no monetary clothing allowance is to be issued during the first year of service:

SECTION 1: CLOTHING

1	Pair of black work shoes
1	Dress hat (bell style)
1	Dress uniform (blouse and trousers)
4	Work shirts (light blue button-down)
4	Work pants, dark blue
4	Polo shirts
1	Black tie
1	Pair of black dress shoes
1	Blouse Badge
1	Hat badge, regulation
2	Lapel ornaments for blouse
6	Shoulder patches, department issue

SECTION 2: PROTECTIVE EQUIPMENT

1	Safety-approved helmet, regulation
1	Fire coat (NFPA approved standard) (Globe Nomex or equivalent)
1	Fire trousers (jump), material same as fire coat (Nomex, etc.)
1	Pair of firefighter boots, full length, full steel toe, and steel inner sole
1	Firefighter jump-type boots for fire trousers night hitch, full steel toe, and steel inner sole
1	Pair of insulated leather gloves
1	Pair of safety eye shields for the helmet
1	Particulate hood
1	EMS Jacket

SECTION 3: APPROVE APPARAL

- Baseball type hats of a professional appearance with the Union affiliation displayed on the hat
- Jumpsuits of a professional appearance (night shift only)
- Polo shirts are allowed to be worn year round
- Approved t-shirts of a professional appearance may be worn between 1800 and 0800 and on callbacks.

The aforementioned jumpsuits, polo shirts, and t-shirts shall have a standardized Town and Union logo patch on each article of apparel. The logo or patch may be no larger than four (4") inches in diameter. Further, the firefighters may display their professional affiliation along with the Town's logo on apparel with the approval of the Chief, whose approval may not be unreasonably withheld. Professional appearance is defined as apparel, which is neat and clean, in good condition, and generally accepted in the firefighting workplace.

SECTION 4: DAMAGED PROTECTIVE EQUIPMENT

If any of the above protective equipment issued by the Town under this Paragraph is damaged or destroyed in the line of duty, it will be repaired or replaced at the expense of the Town provided the Chief of the Fire department determines that the damage is sufficient to have it repaired or replaced. Any protective equipment issued to other employees shall be similarly replaced or repaired at the expense of the Town. All protective equipment, when it is time to be replaced, as

determined by the Chief or his designee, will be replaced with NFPA-approved gear.

SECTION 5: CLOTHING ALLOWANCE MONETARY

The Town of Fairhaven agrees to supply members of the Fire Department covered by this Agreement with uniforms purchased and approved by the Chief of the Fire Department. Effective July 1, 2023, the monetary allowance shall increase to One Thousand and One Hundred (\$1,100.00) Dollars per year. Firefighters may purchase EMS-related equipment with their annual clothing allowance. This allowance shall be paid out each year as a lump sum in each employee's first paycheck in December.

Upon notification of resignation or transfer from the department, all charges to the employee's clothing allowance shall cease.

SECTION 6: PRE/POST SHIFT APPAREL

Firefighters will not have to wear dress uniforms to and from work and may report in civilian clothing of reasonable neatness and attire.

SECTION 7: PROMOTIONS

Upon promotion to a higher rank, all necessary clothing and uniform accessories will be supplied by the FFD.

ARTICLE 5: COURT LEAVE

Any firefighter on duty at night or on vacation, furlough or on day off who attends court or investigations or trial preparations as a witness for the Commonwealth or Town of Fairhaven in matters arising from his employment with the Town and regarding subject matter previously reported by him in writing to the Chief, may, in lieu of a witness fee, be granted such compensatory time off as shall be equal to the time during which they were in attendance, but in no event shall be less than two hours at the rate of time and a half his basic hourly wage to be paid or an equal amount compensatory time off, or if such additional time off cannot be given because of a personnel shortage or other cause, he shall, in lieu of said witness fee, be entitled to additional pay for the time he was in attendance, but in no event shall he receive less than two hours.

Subject to the approval of the Chief or his authorized representative, a firefighter may take time off in lieu of pay for court time, as defined in above. He may accumulate up to 20 hours of court time; all time accumulated in excess of 20 hours must be paid in the following week's paycheck. Court time may be carried over from year to year but must never exceed 20 hours, and in no event may a firefighter take more than three consecutive days off under this provision within a thirty-day period, except with the approval of the Chief. He must inform the Chief, or his designee, 72 hours in advance for such day off, and in the event the firefighter wishes to take more than one day off, he must give the Chief, or his designee, 7 days' notice. In no event will more than two (2) firefighters be absent from work under this provision at one time. Court time taken as comp. Time will be at no cost to the Town.

Any time a firefighter appears before the Select Board, at their discretion, (other than for disciplinary matters concerning said firefighter) on his day off or off duty time, he shall be compensated at a rate of time and one-half his basic hourly wage for a minimum of two (2) hours. In lieu of such time and one-half pay, the firefighter may be granted such compensatory time off as shall be equal to the time during which he was before the Select Board.

NOTE: If the Union reaches a settlement on a disciplinary hearing called on their behalf, then the Union will pay the compensation rate for the firefighter as outlined above.

ARTICLE 6: DAY FIREFIGHTERS

Notwithstanding this section of the Agreement, the Department, acting through its Chief, reserves the right to assign up to two privates to regular day shifts of 42 hours according to such schedule, as the Chief in his judgment, deems advisable. The schedule of the firefighters shall be a consistent, fixed or rotating schedule that will consist of a fixed 42 hours per week or an average of 42 hours per week over an eight (8) week cycle (336 hours).

The assigning of the day job shall be according to the binding provisions of Article 22: Job Assignments, Section (d), except that no officer shall be assigned to such day shift. The day firefighter may be used in the same manner as any other firefighter in accordance with the contract.

ARTICLE 7: DEATH LEAVE

Definitions:

Immediate family: Immediate family shall consist of mother, father, stepfather, stepmother, brother, sister, stepbrother, stepsister, son, daughter, stepson, stepdaughter, or spouse.

Family: Family shall consist of mother-in-law, father-in-law, grandparents, and grandchildren.

In the event of a death occurring in the immediate family of an employee covered by this Agreement or his spouse, that employee shall be granted a maximum of five (5) calendar days off from the date of death.

In the event of a death occurring in the family of an employee covered by the agreement, that employee shall be granted a maximum of three (3) calendar days off from the date of the death.

In the event of an out of state death, that employee shall be granted an additional day off to be used in consecutive days for the purpose of travel. Proof of travel must be submitted to the Chief.

In the event of delayed service, the employee may request to use the allotted days in section b or section c, to be used in consecutive order, at a date after the death for the purpose of planning and attending a wake and funeral.

It is the intent of this Article that Bereavement Leave is to be used to arrange for and attend a wake and funeral.

Days taken for out-of-state death will only be allowed if the firefighter actually travels to that state. Proof of travel will be required if requested by the Chief.

Any days taken which are not for the arrangement and attendance of a wake or a funeral of an immediate family member will not be allowed unless vacation or other accumulated time is used.

ARTICLE 8: DOUBLE SHIFT

In the event a firefighter should be required to or by prior acceptance from the Shift Work List for substitution to another shift made shorthanded because of illness, injury, or vacation, to work two or more consecutive shifts, he shall be allowed a period of one (1) hour between shifts to go home and partake nourishment, and tend to family matters without loss of pay, with the approval of the senior officer in charge of the shift, which approval shall not be unreasonably withheld, at regular time and subject to immediate recall.

SECTION 1: FORCED HOURS

Effective 7/1/22: 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).

In the event a shift cannot be filled, then the administration shall contact the first individual available on the forced firefighter list and order such firefighter and/or officer to fill such vacancy.

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 reset on January 1st of the new calendar year by the department seniority list.

At no time will firefighters or Lieutenants be forced to work more than thirty-eight (38) scheduled consecutive hours at one time.

If a firefighter and/or officer is ordered in, then such firefighter and/or officer shall not be penalized on the full shift overtime list.

ARTICLE 9: DRUG/ALCOHOL POLICY

SECTION 1: INTRODUCTION AND PURPOSE

1.1 This policy has been adopted to address potential drug and alcohol abuse by Fire Department personnel, to ensure a safe, healthy, and productive work environment, to protect the health and welfare of the citizens of the Town of Fairhaven, and to assure compliance with the Federal Drug-Free Workplace Act of 1988. These procedures provide the Town with reasonable measures to ensure that drug and/or alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

1.2 It is the general intent of the policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug, marijuana, and alcohol testing, which will be part of the program, is intended in part as a means of identifying those who need help.

1.3 The Town will not tolerate any drug or alcohol use which could affect an employee's job performance. The public has a right to expect that sworn personnel will carry out their duties in a safe and reliable manner, free from the effects of drug, marijuana, or alcohol use. This policy replaces any and all earlier policies or procedures on drug testing and applies to all sworn personnel.

SECTION 2: PROHIBITED CONDUCT

2.1 Prohibited Conduct: The following conduct by members of the bargaining unit is prohibited

- a. The use, transfer, manufacture, sale, or unauthorized possession of illegal drugs and/or marijuana.
- b. The use or unauthorized possession of alcohol on Town property, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, or during working hours.

- c. Reporting to or staying at work with the metabolite of an illegal drug or marijuana in the blood, or with a blood alcohol level of 0.02 or above.
- d. Driving under the influence of alcohol or drugs while on duty.
- e. Switching or adulterating any sample.
- f. Refusing to consent to testing or refusing to submit a breath or urine sample for testing. Any employee requesting leave after being instructed to report to drug/alcohol testing, shall be required to report to the testing facility prior to leave being granted.

2.2 Any employee who is arrested or convicted of a drug-related offense or for driving while intoxicated must notify the Chief within 24 hours of the arrest or conviction, or upon return to duty for his or her next shift, whichever is shorter. Such arrest or conviction will be considered reasonable suspicion and the employee will be required to submit to testing in accordance with section 4.1.2.

Any employee arrested for a drug or alcohol-related offense while on duty shall be subject to immediate termination upon conviction.

SECTION 3: PROHIBITED DRUGS

3.1 Controlled Substances For the purposes of this policy, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs by way of example are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamine s.

3.2 Prescription Medication An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to perform job functions safely and efficiently. Any questions or doubts should be raised with the Fire Chief.

SECTION 4: TESTING

4.1 All members of the bargaining unit will be tested for drugs and/or alcohol under the following circumstances:

4.1.1 New Hires

New employees will submit to a drug test before their date of hire.

4.1.2 Reasonable Suspicion of Drug and/or Alcohol Use

When the town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.

The determination of "reasonable suspicion" shall be made based on specific, observable phenomena, such as direct observation of on-duty alcohol use or possession; direct observation of on-duty or off-duty use or possession of illegal drugs; the display of behaviors that appear to be indicative of the use of an illegal drug or alcohol, and are not attributable to other factors; a pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and /or alcohol abuse, arrest, indictment, or conviction for a drug-related offense; and/or behavior which is determined to pose a substantial risk of injury or property damage, which is not attributed to other factors, and which appears to be related to drug and /or alcohol abuse.

The determination of reasonable suspicion may be made by the Fire Chief, the Deputy Chief, or in their absence by two (2) or more trained supervisors (lieutenant or Senior Firefighter). In those instances when the determination of reasonable suspicion is made by two supervisors, both supervisors will complete and sign an Observed Behavior Reasonable Suspicion Record as shown in Appendix B.

The Town will provide reasonable suspicion training for all members of the Department. Upon implementation of this policy, reasonable suspicion training will be conducted on duty. The Town will provide periodic refresher training for all Department staff that will be conducted on duty. The training is intended to ensure that all personnel are able to identify situations when their own personal safety or that of their coworkers may be at risk by someone exhibiting signs of a substance abuse problem or under the influence of drugs or alcohol. Any employee who feels that his or her well-being is threatened by someone who may be either under the influence of drugs or alcohol or who may have a substance abuse problem should report those concerns to any ranking Fire Officer who will then immediately report those concerns to the Fire Chief or make a determination of reasonable suspicion in accordance with section 4.1.2 above.

An employee will be placed on administrative leave while waiting for a test result based on reasonable suspicion.

4.1.3 Post-incident: Any employee involved in an accident, or an incident on the job involving an unsafe practice or violation of a safety rule, standard, or policy, either of which results in serious injury or serious property damage, will be directed by the Town to submit to a drug, marijuana and/or alcohol test. Any employee that tests positive for drugs, marijuana, or alcohol following an incident or accident that results in an injury to another employee or citizen shall be subject to immediate termination upon conviction.

4.1.4 Return to Duty When an employee tests positive for drugs, marijuana, or alcohol, he or she will be required to submit to a return to duty drug and/or alcohol test after assessment by a substance abuse professional (SAP), completion of treatment if any is required, and clearance to return to full-duty is provided by the SAP. In order to return to duty, the employee must have a BAC of less than .02 and/ or a verified negative drug test. Without a successful test result, the employee is considered to be unqualified to continue to perform work-related functions. The cost of the return to duty test will be borne by the Employee.

4.1.5 Follow-up Testing: An employee who has violated the drug, marijuana, and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment at the discretion of the Fire Chief. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than two (2) years. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol.

4.1.6 Random Drug and Alcohol Testing - Employees shall be subject to annual random drug, marijuana, and alcohol screens. The random selection of employees to be tested shall be performed by a vendor retained by the Town to perform the drug and alcohol testing on employees.

4.2 Testing Procedures

4.2.1 Alcohol Testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

4.2.2 Drug Screening for prohibited drugs using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

4.3 Re-Tests

4.3.1 The Urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.

4.3.2 Alcohol testing will include provisions for re-testing in accordance with DOT regulations.

4.3.3 The Town shall immediately place any employees who have requested a re-test on administrative leave pending the outcome

4.3.4 The cost of the re-test will be borne by the employee. If the result of the re-test is negative, the employee shall be reimbursed for the costs of the test.

4.4 Any test in which proper procedures are not followed, in which chain of custody is breached, in which a split sample test results in a negative test when the MRO deems the test to be negative, or which is invalidated for any reason, through no fault of the employee will be deemed a negative result. The sample and the results will be destroyed.

4.5 All negative samples will be destroyed, and all positive samples will be destroyed after any appeal period has been exhausted. Samples will not be tested for any purpose other than the drugs specified

4.6 Test results and medical information will be provided to and maintained by the Human Resources Department and/or the Fire Chief.

SECTION 5: SEARCHES

The Town has the right to search for alcohol, marijuana, or drugs on Town-owned or controlled property, including in desks, Town vehicles, and lockers, that may conceal substances prohibited by this policy. During any such search, one or more Union Executive Board members may be present.

SECTION 6: CONSEQUENCES OF VIOLATION OF THE POLICY

6.1 Employees who test positive for alcohol, marijuana, and/or drugs will be placed on administrative leave.

6.2 Employees who are confirmed to have tested positive for drugs, marijuana, or alcohol will be subject to disciplinary action up to and including termination. Employees who do not agree to enter into a Rehabilitation Agreement will only be allowed to return to work, if appropriate, in accordance with the Return to Duty and Follow-up testing provisions set forth in Section 4.

6.3 Employees who agree to enter into a Rehabilitation Agreement in accordance with this policy and Appendix A will have any imposed disciplinary action suspended pending the completion of the rehabilitation, provided that the employee has not tested positive for drugs within the preceding five (5) years or tested positive for alcohol within the preceding three (3) years. An employee who successfully completes the rehabilitation and returns to work in accordance with the provisions outlined below will not be required to serve the imposed disciplinary action. Rehabilitation provisions will apply only to the positive test result; an employee may be subject to additional disciplinary action for any related offense or violation of the rules and regulations of the Fairhaven Fire Department.

6.4 Employees who enter into a Rehabilitation Agreement must be evaluated by a Substance Abuse Professional (SAP) and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment of the recommended treatment will be at the expense of the employee (or his or her health insurance program, if applicable). Employees will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is

appropriate, during the treatment period. Employees who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination. If substance /alcohol abuse is determined by a medical professional to be service-connected (i.e. PTSD), all non-- occupational sick leave, accrued leave or leave without pay will be reimbursed to the employee in full.

6.5 Employees who have been evaluated by a Substance Abuse Professional, who are cleared by the SAP to perform all of their essential functions, who comply with any recommended treatment, who have taken and passed a return to duty test, and who are subject to unannounced follow-up tests, may return to work. As a condition of employment, the employee must comply with prescribed follow-up care, if any.

6.6 Employees who have returned to work under these conditions and who subsequently test positive for drugs, marijuana, or alcohol in accordance with this policy within five (5), three (3), or three (3) years, respectively, will be terminated immediately. An employee who tests positive for drugs, marijuana, or alcohol after the five (5), three (3), or three (3) year period will be subject to disciplinary action or offered rehabilitation provisions as if it were a first positive test.

6.7 Failure to adhere to the terms of a rehabilitation agreement shall result in disciplinary action up to and including termination.

6.8 If the Town suspends disciplinary action in accordance with section 6.3, time limits for challenging the disciplinary action will begin when and if the disciplinary action is actually imposed

SECTION 7: SELF-REPORTING AND SAFE HARBOR

Employees who voluntarily seek substance abuse treatment for alcohol or drugs and who make a written disclosure to the Fire Chief prior to being tested in accordance with Section 4 will not be subject to disciplinary action if they agree to enter into a rehabilitation agreement as set forth under Section 6. The Safe Harbor option will be available to each employee twice during his or her career in the Fairhaven Fire & EMS Department.

ARTICLE 10: DURATION OF AGREEMENT:

The duration of this Agreement shall be for a period of three years from July 1, 2022, through June 30, 2025. Either party wishing to terminate, amend, or modify the Agreement must notify the other party, in writing no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to the expiration date. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the representative of the Town of Fairhaven and the Union Negotiating Committee for the purpose of such amendment, modification or termination, provided nevertheless the provisions of this Contract shall remain in force until the final signing of a succeeding contract.

ARTICLE 11: DUTIES

The duties of the members of the Fire Department shall consist of prevention, control, and extinguishment of fire, First Responder, EMT, and Paramedic, and perform related work as assigned by the Chief, and/or the Deputy Chief. Employees are further subject to the duties outlined in the Department's Standard Operating Procedures (SOPs) and the Employee Handbook at the time of issue or modification.

ARTICLE 12: EDUCATIONAL INCENTIVE

15 Credits

2%

30 Credits	3%
45 Credits	4%
60 Credits/Associates	10%
Bachelor's	20%
Master's	25%

Employee's seeking educational incentive pay for the next fiscal year must submit acceptable documentation indicating credits/degrees earned by November 1st. A formal transcript must be submitted to the Fire Chief no later than January 31st. The purpose of this clause is for budgetary planning purposes.

Education credits/degrees, submitted on or after January 1, 2017, must be approved by the Chief and shall be only accepted if the College or University is nationally accredited or regionally accredited. The agency accrediting the college or university shall be approved and listed by the U.S. Department of Education and/or the New England Association of Schools and Colleges.

Education credits/degrees, submitted before January 1, 2017, must be approved by the Chief and shall be accepted regardless of accreditation status to the currently allotted to the member.

Educational Incentive is rolled into weekly salary.

Fire Science, Paramedicine, Fire/Emergency Management, Nursing, Business Administration, Homeland Security, and Public Administration.

ARTICLE 14: EMS COORDINATOR/TRAINING OFFICER POSITION

The EMS Coordinator/Training Officer shall not count towards minimum shift staffing.

Captain holding the position of EMS Coordinator/Training Officer will not be used to circumvent situations which would normally require hiring a shift firefighter.

In the event of Layoffs, the position of EMS/Training Officer will be the first to be cut.

The Captain holding the position of EMS Coordinator/Training Officer shall not assume command of a Shift, except during an emergency response. In the event of such an emergency; the OIC shall continue to receive their current pay grade for the shift.

The hours of the Captain shall be determined by the Fire Chief but shall consist of a fixed schedule and can be revisited annually.

Effective 7/1/19, Training hours shall be: Monday-Friday 0800-2100, and Saturday and Sunday from 0800 to 1800.

ARTICLE 15: EMT STIPEND

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-Bs 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 (\$5,000.00) Dollars.
- EMT-PM: There shall be an annual EMT stipend of Eight Thousand (\$8,500.00) Dollars.

Such pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured on duty 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 Three Thousand (\$3,000.00) dollars 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 % of time employed for the three-year period. The Town may deduct said amount from all wages due to the employee upon separation.

SECTION 1: DEFIBRILLATOR BONUS

There shall be a Defibrillator bonus of \$250.00. The bonus shall be paid on or before June 30 to each firefighter who was not certified as an EMT at any time during the fiscal year, and who has maintained their defibrillator status. In the event his certification was for a part of the fiscal year, the defibrillator bonus will be prorated to reflect that portion of the full year during which he was certified. The defibrillator bonus will be due only if EMT bonuses are due in the same year.

SECTION 2: SEPARATION OF DUTIES (FIRE & EMS)

Notwithstanding any other provisions of this Agreement, the Town may, at any time, and in its sole discretion, determine that the fire department will not be involved in the operation of the town ambulance service. In the event that the ambulance service is discontinued, any member hired prior to that point shall continue to receive their EMT stipend

SECTION 3: RECERTIFICATIONS/LICENSING FEES

The Town will pay or reimburse the employee for all recertifications and licensing fees for EMTs and paramedics.

ARTICLE 16: EXCUSED ABSENCE FOR PROMOTIONAL, EXAM, TRAINING, AND SEMINARS

Personnel who are taking promotional exams will be excused from duty if:

- a. They are scheduled to be on duty the day shift of said exam. They will be excused from duty from 0800 to 1600 hours
- b. If employee is scheduled to be on duty the night prior to the exam, he/she will be excused from duty from 1800 hours to 0800 hours.

A firefighter who requests to attend an EMS training session, MFA class, or a seminar can be granted time off for the course plus reasonable travel time under the following conditions:

- a. The course has been approved by the administration and is directly related to the employee's job description or the next level in command.
- b. If the shift is at maximum staffing at the time of the request, time off will be granted.
- c. Effective July 1, 2023, Employees covered by this agreement can be given twenty (20) hours of Educational Time Off annually (not to be carried over to a new fiscal year) that would normally cause a vacancy.

- d. Requests must be submitted 10 days in advance of the course.

If, after time off has been granted, the shift falls below maximum staffing due to another employee taking time off for any reason, the employee requesting the Educational Time Off will not be denied such time, nor shall they be required to use their own ETO.

This Educational Time Off shall not be used for mandated EMT requirements, such as (but not limited to) PALS, ACLS, Rounds, or refreshers

The time off shall not be used for college courses for the acquisition of credits.

The Town is not in disaster preparedness activities (IE Hurricane Watch/Warning)

Employees must submit a certificate of completion at the conclusion of the course.

ARTICLE 17: GRIEVANCE PROCEDURES

SECTION 1: GRIEVANCE PROCEDURES

A grievance is a dispute between the parties over the interpretation or application of the terms of this written Agreement and shall be handled with the following grievance procedures:

- Step 1: The Union submits in writing its grievance to the Chief within five (5) days after the grievance arises. The Chief has three (3) days (exclusive of Saturday, Sunday, and Holidays) to act upon the same. In the event that the aggrieved party is unable by reason of physical or mental incapacity to file the grievance within said time, then he is entitled to file it within five (5) days after the removal of the disability.
- Step 2: Within five (5) days, exclusive of Saturdays and Sundays, of transmittal of an answer by the Chief, either party may request that the grievance be presented to the Town Administrator who has (10) days to act upon the same.
- Step 3: If no settlement is reached within ten (10) days, the matter shall go to arbitration in the following manner:
 - The Union shall designate one person
 - The Town shall designate one person
 - The third disinterested party will be agreed upon by the representatives of the Town and the Union.

In the event that the representatives from the Union and the Town cannot agree on a third arbitrator within ten (10) days, then the parties agree to request the American Arbitration Association to select a third arbitrator, and the decision of these arbitrators shall be final and binding.

- Step 4: If the Town of Fairhaven has a grievance, the Town Administrator or the Fire Chief shall notify the President of the Local within five (5) days, who shall meet with the person or Board requesting it within ten (10) days thereafter. If the said matter is not resolved within five (5) days of said meeting, it may, at the discretion of the Town, be processed through the appropriate steps outlined above.
- Step 5: Any grievance not processed by the Union through Steps 1 -3 outlined above, shall be waived.

SECTION 2: NOTIFICATION

The above steps that require written notification will be by U.S. Certified Mail.

SECTION 3: DISMISSAL OR DISCIPLINARY ACTION

Notwithstanding any of the provisions of this Agreement, dismissal or disciplinary action shall not be the subject of arbitration or negotiation or grievance, but shall be governed by the provisions of General Laws Chapter 31, Section 43, et al, and binding on both parties.

SECTION 4: ARBITRATION COSTS

The losing party in an arbitration hearing will be responsible to reimburse the other party for that party's share of the fee for the arbitrator.

SECTION 5: LEAVE OF ABSENCE WITHOUT LOSS OF PAY

The grievant and one Union representative shall be allowed reasonable time off to conduct business of the Union pertaining to the grievance.

ARTICLE 18: HOURS

The regular work week for uniformed permanent members shall be 42 hours.

The length of shifts shall continue to be as scheduled and shall comprise two 24-hour shifts, not worked consecutively unless such a schedule is changed by agreement of the Select Board and the Union.

In the event the Town or the Union terminates the twenty-four (24) hour shift rotation, the parties agree to negotiate regarding personal time, as well as any issues related to the change in shift rotation that is not already covered by the tenants of the Agreement, with the intent of preventing any employee from losing benefits, pursuant to Massachusetts General Laws, Chapter 150E.

ARTICLE 19: INDIVIDUAL AGREEMENTS

The employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement that is contrary to this Agreement.

ARTICLE 20: INSPECTION/TRAINING HOURS

A. **Training Hours:** Training can be assigned between the following hours.

- Monday thru Friday: 0800 to 2100 hours
- Saturday and Sunday: 0800 to 1800 hours

B. **Inspection Hours:** Inspections shall be conducted from Monday through Friday between the hours of 0900 to 1700. If the responsible shift officer determines that the scheduled inspections cannot be completed prior to the end of the month, the inspections may be conducted, as necessary to complete the scheduled inspections, from Monday through Friday between the hours of 1700 and 2000 or Saturday, 0900-2000 or Sunday between 0900 and 1700 hours.

ARTICLE 21: INSURANCE

The Town will only pay the percentage of the group insurance premium based on the Town Meeting Vote. The remaining amount is to be deducted from earned wages of each employee at weekly intervals.

ARTICLE 22: JOB ASSIGNMENTS

- a) In the event of a long-term absence of the shift officer (6 weeks or longer), the Firefighters on the Civil Service Lieutenant's promotional list shall be offered the responsibility of said shift in order of grade. Should there be no Firefighters on the Civil Service Lieutenant's promotional list or should all of those Firefighters refuse the offer, the Firefighters on the Fairhaven Fire Department internal Senior Firefighter's list shall be offered the responsibility of said shift by seniority.
- b) Short-term absence of shift by an officer (less than 6 weeks) Senior Firefighter of said shift will be required to accept responsibility for said shift.
- c) Compensation will be according to Article 29.
- d) In the event of a job opening or newly created position due to the promotion, transfer, demotion, retirement, or demise of an employee which should be filled by a lateral transfer, such a transfer shall be made with the following provisions;
 - 1. Such positions shall be filled in conformance with the following bid process: All positions to be filled shall be announced by bulletin and an email which shall be posted on the union board and accessible to all employees for a period of seven (7) days, such positions shall be considered by written bid for this 7-day period. The administration can also post possible vacancies on other shifts caused by the original vacancy. These other posts do not guarantee an opening or a transfer unless a vacancy is created by another shift. Only firefighters who have completed a sanctioned Massachusetts Fire Academy Career Recruit Program are eligible to bid.
 - 2. In the event more than one employee submits a written bid to the employer for the position, the position shall be filled by the employee bidding with the most seniority.
 - 3. In the event no bid is received for a posted position, the employer has the right to assign the position to the last-hired employee.
- e) Firefighters hired after January 1, 1995 shall be only allowed to bid on shift vacancies once they have completed a sanctioned Massachusetts Fire Academy Career Recruit Training Program. Firefighters hired before January 1, 1995, shall be exempt from this clause.

ARTICLE 23: LIMITED DUTY

SECTION 1: LIMITED DUTY

Pursuant to M.G.L. c. 41 s. 111F, an employee who sustains an injury or illness in the performance of his/her duty and is incapacitated because of such injury or illness shall be granted leave without loss of pay during such incapacity and subject to the following conditions:

The Firefighter claiming the injury or illness in the line of duty shall notify his/her superior officer of the injury or illness immediately. The Firefighter shall prepare and submit to the office an injury report as required by the Towns insurance and department regulations. In the event that further treatment is needed, the Chief and/or Deputy shall be notified and approval shall be obtained prior to care. If the injury is life-threatening or serious in nature, the officer on duty shall order

that the Firefighter is transported to the hospital. The Chief and Deputy shall be notified and the Firefighter shall complete the injury report at the earliest possible time. Medical treatment shall be provided to c.41 s.100.

The Firefighter shall have the treating physician fill out a department-approved light duty eligibility form to be provided by the Fairhaven Fire Department

A Firefighter who incapacitated for regular duty because of injuries illness, or disability sustained while on or off duty may, in the sole discretion of the Chief, based upon a physician's recommendation and notwithstanding any provisions of the law to the contrary, be required to perform limited duties on either a full-time or part-time basis, provided the Chief, in his or her discretion, determines there are limited duty tasks available to be performed by such Firefighter and that the Firefighter is capable of performing those tasks. So long as the assigned limited duty is not that performed by employees of another bargaining unit, limited duty task shall include any duty to which such employee might otherwise be assigned, consistent with the employee's physical limitations, including, but not limited to, the following:

- Training
- Fire Prevention
- Inspections
- Permitting
- Public Relations
- Computer Operations
- Dispatching and Phones
- Any other such tasks as may be reasonably assigned by the Chief subject to the limitations specified by the physician(s).

Notwithstanding any provision of the bargaining agreement to the contrary, limited duty tasks shall be performed on a forty-hour per week basis comprised of two (2) sixteen (16) hours shifts from 0800 to 2400 as part of the Firefighter's regular duty shift and one (1) eight (8) hour shift from either 0800 to 1600 or 1600 to 2400 at the discretion of the Firefighter. Assignments to the limited duty tasks may be changed or terminated at the discretion of the Chief, subject only to the provisions in this article. It is understood that assignment to limited duty tasks pursuant to this section shall be temporary in nature, lasting no more than one (1) year in total, renewable for additional ninety (90) day periods at the discretion of the Chief, and shall not extend beyond the period of incapacity for full duty. Nothing herein shall require the Chief to assign to limited duty tasks any employee who in his opinion based on medical report is unable or not qualified to perform those tasks or to assign an employee to limited duty in the event there is no limited duty work available.

SECTION 2: MEDICAL EXAMINATION

- a) If the employee's own physician determines that a Firefighter who has a work-related injury or illness is eligible for temporary modified work; the Chief may assign that Firefighter to limited duty. Failure of the Firefighter to comply with the assignment may result in disciplinary action. If the Town disagrees with the Firefighter's physician's opinion that a Firefighter is not capable of performing limited duty, then it may have the Firefighter examined by a Town-designated physician relative to the limited duty capacity, at its expense. A physician designated by the Town shall be Board Certified, or be a specialist, in the relevant area of injury or illness. Any determination that a Firefighter can do limited duty shall be made only after a review of the specific duties the Firefighter will be asked to perform.
- b) If a physician designated by the Town determines that a Firefighter is eligible for Limited duty, and the Firefighters physician (who shall be Board certified, or be a specialist, in the relevant area of injury or illness) disagrees; the Firefighter shall notify the Chief within 48 hours of that physician's determination. During the period of disagreement between the Firefighters physician and the Town's physician, the injured Firefighter shall not be assigned to limited duty.

- c) Within seven (7) business days thereafter, the Chief and Union shall jointly select a third physician, who shall be Board certified, or be a specialist, in the relevant area of injury or illness, and who shall determine the eligibility of the Firefighter for limited duty. Failure or refusal on the part of the Firefighter or Union to cooperate in this section shall void any obligation by the Town to appoint a third physician and the decision of the Town 's physician shall be final and binding.
- d) The Chief shall make an appointment for the Firefighter with the third Physician and shall advise the employee of the time, date, and place of the appointment. Except for a bona fide emergency, the Firefighter shall report to and fully cooperate with the third physician including a release of medical records. The decision of the third physician as to the eligibility of the Firefighter for limited duty shall be final and binding and shall not be subject to action or challenge pursuant to MGL, chapter 41, section 111F. For pursuant to the grievance/arbitration process under this agreement. The decision of the third physician shall be final and binding without the right of appeal by either party.
- e) The cost of the third physician shall be borne by the Town and employee or the union equally.

SECTION 3: EXPEDITED MEDICAL INFORMATION

In order to expedite receipt of pertinent medical information (and therefore payment of medical expenses, etc.), employees who are treated at a hospital or by a physician of their choice shall sign a form releasing to the department any and all medical and hospital records and documents pertaining solely to the nature, extent, and cause of the particular sickness, injury, or disability incurred in the performance of duty, or any reoccurrence thereof.

SECTION 4: ATTIRE

The employee shall report to work in their class "B" uniform as allowed by the uniform section of the current contract. In the event the injury prevents the Firefighter from wearing the department-approved uniform, the Chief shall approve an alternative to the class "B" uniform that will not further injure the firefighter and provide usability.

SECTION 5: OVERTIME

The person on light duty shall be eligible for overtime but said overtime shall be limited to Fire or EMS training or when covering the desk for full response boxes, natural disasters, or major incidents or as the Chief otherwise reasonably assigns subject to the Firefighter's injuries or illness-induced limitation. The employee shall have to complete the minimum of 42 hours of light duty prior to receiving overtime.

SECTION 6: PRO-RATED STATUS

The town agrees that an employee who works less than a full week of limited duty shall be considered to be on injured on duty status for that portion of the regular work week during which the employee does not perform limited duty, and the employee shall be paid for such time in accordance with M.G.L. chapter 41, section 111F. At the time that the employee is placed on 111F or limited duty all benefits shall accrue at the rate set forth by the collective bargaining agreement.

SECTION 7: SHIFTS

Limited duty assignments shall not affect the shift assignments of other employees. Employees assigned to limited duty shall be assigned as stated above. A firefighter's limited duty assignment shall not count toward minimum staffing.

SECTION 8: MEDICAL ASSIGNMENT

Limited duty assignments shall not conflict with an employee's ability to attend routine medical appointments, including therapy, related to the injury or illness resulting in said limited duty assignment.

SECTION 9: OUTSIDE EMPLOYMENT

A Firefighter who has been deemed unfit for light duty by either the Town's or Firefighter's physician shall not engage in any non-department employment or business. Performance of non-departmental employment or business following an on-the-job injury or illness shall by itself allow the Chief to assign a Firefighter to limited duty.

SECTION 10: RETIREMENT

The parties recognize that assignment to light duty is temporary and shall not bar the Firefighter and/or Town from filing for Disability Retirement. Limited duty may be performed until a Disability Retirement is awarded.

SECTION 11: LIGHT DUTY (OR EXTENDED SICK LEAVE)

An employee who is on extended sick leave can request light duty and be granted said duty provided that there is light duty work available and the employee has met the following requirements:

- The employee has exhausted at least 50% of their sick days Request was submitted in writing to the Chief or Deputy
- Has had their treating physician fill out a department approved light duty eligibility form.
- The treating physician shall provide the department with updates regarding the Firefighter's injury/illness and provide the estimation of recovery
- The employee shall not be granted time off for doctor's appointments or therapy. The employee shall be charged a sick day for each day they do not report for light duty.
- The employee shall follow the light duty schedule as outlined in the 111F light duty section.
- The Chief reserves the right to remove a non-IOD firefighter from light duty for budgetary reasons.

ARTICLE 24: LONGEVITY PAY

Employees covered by this Agreement shall be entitled to longevity pay. After 10 years of service, the employee shall be entitled to \$50.00 for each year. Payment thereof shall be made within thirty (30) days of the date upon which the employee becomes entitled to longevity pay, annually.

Effective July 1, 2022, Longevity is increased by \$75.00 for year 16 and above.

LONGEVITY PAY CHART

YEARS OF SERVICE	AMOUNT RECEIVED
10	\$500.00
11	\$550.00
12	\$600.00
13	\$650.00
14	\$700.00
15	\$750.00
16	\$875.00
17	\$925.00
18	\$975.00
19	\$1,025.00
20	\$1,075.00
Each additional year add \$75.00	

ARTICLE 25: LUNCH RUN

Four-Man Shift. One man shall be allowed to pick up lunch for a shift starting at 11:45 hours in a private vehicle with a portable radio unless otherwise dictated because of a fire or emergency incident or for other reasons.

Three-Man Shift. A courier shall be allowed to pick up lunch for a shift starting at 11:45 hours using a rescue vehicle or other vehicle assigned by the Chief or Deputy Chief.

ARTICLE 26: MANAGEMENT RIGHTS

The Management of the Fire Department shall be assured of the following rights:

- a) The right to hire, fire or transfer personnel as stated within the framework of existing laws and the rules and regulations as stipulated by the Civil Service Commission. The Fire Chief has the right to determine shift requirements within his sole discretion. The chief has sole discretion, in a non-arbitrary and non-punitive manner, to send any personnel he chooses for training, regardless of seniority, should he feel that person would benefit from or need that particular training. All other training shall be determined by seniority per the contract.
- b) The right to establish and maintain the rules and regulations governing the departmental conduct, discipline and effectiveness. To promote the safe and effective conduct an operations of Town employees and departments. All personnel are required to acknowledge receipt of any safety manuals and adhere to their contents. Written receipt to be received within 14 days. Any issues arising from contents of manual are to be made within the 14-day period for review by the Town Administrator/Select Board.
- c) If contents of the manual affect working conditions, then they are eligible for negotiation. If written receipt is not received within 14 days then all items within the manual will become a requirement of the Fire Department.
- d) That the parties have negotiated on each and every item they wish to negotiate, and there are no further items to be negotiated during the term of this contract except as provided herein.
- e) Notwithstanding anything in this Agreement to the contrary, it is understood, however, that the Town Administrator/Select Board does not waive any of the rights given to it under the provisions of General Laws, Chapter 269.
- f) The permanent uniformed firefighter employees covered by this Agreement recognize the Town Administrator/Select Board /Fire Chief as the duly constituted authority in the Town of Fairhaven responsible for the administration of the Fire Department.

ARTICLE 27: OVERTIME

The Chief shall, in his discretion, be permitted to require any firefighter to work overtime. If, however, such firefighter shall be required to be on duty for any period in excess of his regular hours of duty, as from time to time established, he may be given time off equal to such period of overtime duty, or if time cannot be given by reason of personnel shortage or other causes, he will be paid at a rate of one and one-half (1-½) of the basic rate of his regular compensation for his average weekly hours of regular duty.

When an officer is not on duty and a vacancy is created by the Senior Firefighter who is acting as an Officer on a full shift

due to illness, injury, personal time, etc., the vacancy will be filled off of the officers overtime list. If no Officer is available, a shift Senior Firefighter may be hired. If neither an Officer nor Senior Firefighter is available, the most senior firefighter assigned to the shift may be assigned to fill the Senior Firefighter position.

ARTICLE 28: OVERTIME - CALL BACK AND SPECIAL DETAIL

- a) Employees officially called back shall be compensated for at least three (3) hours.
- ~~a)b)~~ The pay for this time shall be at the rate of time and one-half (1 ½)
- ~~b)c)~~ The employee must remain at the station until the end of the next full quarter-hour increment after he has completed his callback responsibility, not to exceed the (3) hour minimum.
- ~~b)d)~~ _____ A separate rotating overtime list consisting of officers and firefighters shall be strictly adhered to on all callbacks and special details requiring the use of equipment from headquarters. Persons refusing additional work shall be passed without prejudice.
- ~~e)e)~~ In the event that after exhausting the overtime shift list, and callback list, no replacement is available, persons on vacation shall be offered such overtime without penalty on the card callback system currently in use.
- ~~d)f)~~ Any time unit work is to be performed by personnel, not on duty, such personnel shall be called back to work through the call-back list card file system.
- ~~e)g)~~ In instances where the Chief determines that the unit work requires personnel with special expertise, the Chief may call such personnel back, regardless of their position in the callback list card file. However, in such instances, the callback list cards of such personnel shall be placed at the rear of the callback list card file.
- ~~f)h)~~ Firefighters accepting a callback are expected to report to duty within 15 minutes of notification. The start time for compensation for the incident begins at the time the incident was received for those arriving within the 15-minute time frame. Any firefighter who reports for duty more than 15 minutes after accepting the callback shall have their start time for the callback begin when they arrived
- ~~f)i)~~ 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.

ARTICLE 29: OVERTIME WORK LIST

- ~~-a)~~ Such overtime work list will be from a rotating overtime list showing no discrimination to any personnel providing that officers replace officers and firefighters replace firefighters whenever conceivably possible.
- ~~a)b)~~ Persons refusing additional work shall be passed by without prejudice.
- ~~b)c)~~ In the event that after exhausting the overtime shift list, and callback list, no replacement is available, persons on vacation shall be offered such overtime without penalty on the card callback system currently in use.

- e)d) The Full Shift Overtime List and Call Back/Special Detail List will be maintained jointly by the Chief and the Union President.
- e)e) No employee shall be allowed to alter or remove any card from the overtime lists without specific permission from the Chief or the Deputy Chief. The union president or in their absence the vice president shall be notified on all alterations or removals to the card file systems.
- e)f) For all callbacks the department shall maintain a mutually agreed upon system for all callbacks in addition publish policies on the use of such system.
- e)g) From the hours of 2200 to 0600 hours the department shall maintain a mutually agreed upon system for all callbacks in addition publish policies on the use of such system.
- e)h) For all non-emergency callbacks, the card file system will remain in use.
- e)i) If a firefighter takes a station coverage call back, he/she is ineligible for any other station coverage call back for the rest of that day unless there is a second tone for the same call.
- e)j) A firefighter scheduled for vacation may opt to leave his card in the rotation for all callbacks and all full-shift overtime opportunities.

ARTICLE 30: PAID HOLIDAYS:

The following shall be paid holidays for all uniformed members of the Department for the duration of this Agreement.

- New Year's Day
 - Martin Luther King Day
 - Patriot's Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Washington's Birthday (Presidents' Day)
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - National Firefighter Memorial Day (October)
 - Thanksgiving Day
 - Christmas Day
- a) Holiday Pay shall be one-quarter (1/4) of the employee's weekly salary and shall be paid to each employee over and above his weekly salary, whether he worked the holiday, was on vacation, injured, or sick leave.
- a)b) On Thanksgiving and Christmas, employees assigned to the day shift shall have two (2) hours each, taken in rotation, to return home, and the shift officer shall take department apparatus home with him.
- a)c) An employee who is forced/held over on any holiday due to another employee calling out sick (excluding injuries) will be compensated at a rate of two (2) times the basic rate of his/her regular compensation for their average weekly hours of regular duty.

a)d) Any firefighter or officer who calls out sick on a holiday will receive no Holiday Pay for that holiday.

b)e) Any firefighter or officer who uses sick leave on Thanksgiving Eve, Christmas Eve, or New Year's Eve will receive no Holiday Pay for that holiday.

b)f) For the purpose of this section "Eve" shall constitute the entire 24 hours prior to the commencement of the holiday

ARTICLE 31: PERSONNEL FILE

All permanent firefighters shall have access to their personnel file pursuant to G.L. c. 149 s. 52C

ARTICLE 32: PERSONAL TIME

- a) Each employee shall be granted twenty-four (24) hours annually thereafter on January 1st.
- o Employees hired prior to April 1 shall be granted 18 hours of personal leave to be used prior to December 31 of that year.
 - o Employees hired prior to July 1 shall be granted 12 hours of personal leave to be used prior to December 31 of that year.
 - o Employees hired prior to October 1 shall be granted 6 hours of personal leave to be used prior to December 31 of that year.

a) This leave shall be used hourly at the discretion of the firefighter, provided that a minimum of two (2) hours at a time must be taken.

a)b) Written notice to the Chief of the Department must be made at least twenty-four (24) hours in advance. Chief may grant use of personal time with less than 24-hour notice at his discretion.

b)c) Personal leave shall be with the approval of the Chief, which approval will not be unreasonably withheld.

b)d) _____ No personal time may be taken on the holidays listed in Article 30: Paid Holidays or on Christmas Eve, New Year's Eve and Independence Day Eve.

e)e) Personal leave hours shall not carry over from year to year. Any personal leave hours accrued on January 1st of a given year shall expire on December 31 st of that year.

ARTICLE 33: PROMOTIONS

See Appendix E effective July 1, 2022

Newly appointed Lieutenants or officers of higher rank shall attend the Massachusetts Fire Academy Fire Officers Skills Development Program or a similar such training course, within 12 months of being promoted. Dates of attendance will be chosen at the discretion of the Chief based on financial consideration for the department.

ARTICLE 34: RECOGNITION

The Town of Fairhaven recognizes the Fairhaven Firefighters Association, Local 1555, I.A.F.F., AFL-CIO, as the sole and

exclusive bargaining agent for the Permanent Uniformed Firefighter employees of the Fire Department with the exception of the Chief and Deputy Chief. The rights of the Town of Fairhaven and employees of the Fire Department shall be respected and provisions of this Agreement shall be observed for the orderly settlement of all questions.

ARTICLE 35: RESIDENCY

All employees shall be allowed to reside within twenty (20) miles outside the town of Fairhaven. Employees so residing will cooperate in making arrangements to be notified in the event that a second alarm or another emergency arises. Each employee will provide the Chief with his current address and telephone number.

All new employees shall have nine (9) months from date of hire to comply with this article. The Chief can authorize up to an additional three months upon request.

ARTICLE 36: RETENTION OF CIVIL SERVICE RIGHTS

The members covered by this Agreement shall retain and be subject to their Civil Service Rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts and other applicable chapters and sections.

ARTICLE 37: RETIREMENT BENEFITS & BONUS

Any employee covered by the agreement who is contemplating retirement from the department will be paid a bonus for timely notification in the amount of \$2,500.00 per year, for up to three years. In order for the employee to be eligible for this bonus, at least one year prior to the planned retirement, he/she must provide written notification to the fire Chief, Select Board as well as the Retirement Board of their intent to retire. That notification must include the exact month and year of planned retirement. Notification must be submitted by December 1st.

If the employee retires prior to the specified date, the bonus will be returned to the Town of Fairhaven by having the amount of the bonus charged as a reduction against any monetary benefits that would be due to the employee upon retirement. In the event that the employee is not receiving monetary benefits, such employee will be required to pay the Town of Fairhaven for any Retirement Bonus monies paid out to date.

If the employee cancels the retirement process and continues beyond the exact time and year of planned retirement, that employee shall forfeit any future requests for Retirement Notification Bonuses, and shall immediately pay back any timely notification retirement bonus that the Town had paid the employee under this article.

The employee receiving this benefit shall have the option of receiving payment either inclusion in their weekly check or in an annual lump sum which will be payable in the last month of the Fiscal Year to which they would be entitled to said bonus. Decision on this choice shall be submitted in writing to the Fire Chief by June 1 of the preceding fiscal year.

SECTION 1: RETIREMENT/SEPERATION BENEFITS:

1) Sick Leave:

- a) At retirement or death, or upon separation from the Department, an employee shall be paid for all unused sick leave days up to a maximum amount to be accumulated of one hundred and twenty (120) days at the above rate of one day's pay each two days sick leave so accumulated to a maximum of sixty (60) days' pay.

a)b) At the death of an employee, payment shall be made to his surviving spouse, if any, or in the absence of a

surviving spouse, to his estate.

b)c) Employees shall not be eligible for the foregoing benefit unless (a) the employee is granted disability retirement benefits pursuant to G.S. 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."

e)d) Employees hired after July 1, 2022, shall not be eligible for sick leave separation under this article.

SECTION 2: VACATION TIME

a) Upon voluntary separation from the department, an employee shall be paid for any vacation time not taken by him in the year of separation, to which he would otherwise be entitled if he worked for the remainder of the year, provided that such employee gives the Chief, in writing, one week notice of his intended voluntary separation for each vacation week claimed.

a)b) If the employee has worked less than or equal to six (6) months in the year of separation, the vacation time will be pro-rated.

a)c) If the employee has worked more than six (6) months he/she would be entitled to vacation time as if he/she worked for the remainder of the year.

ARTICLE 38: RETROACTIVE PAY: UNSETTLED CONTRACTS

Any fire department personnel who in the case of retirement, disability retirement, layoff, or hardship will be entitled to any retroactive pay from unsettled contracts during the time which they were employed for the Town of Fairhaven. Any other cases of voluntary separation that do not include the above reasons will not be subject to retroactive pay.

ARTICLE 39: SALARIES

Effective 7/1/22 – a 2% cola across the board wage increase.

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.

Effective 7/1/22 - an additional 0.5% across-the-board wage increase in exchange for modification of Article 37

Effective 7/1/23 – a 2% cola across the board wage increase.

Effective 7/1/23 - a new phantom step (see Appendix C)

Effective 7/1/24 - a 2% cola across the board wage increase.

Effective 7/1/22 - Annual Stipends to include the following:

- Certified HazMat Technician - \$750 per year
- Oil Burner Inspector - \$500 per year
- Certified Boat Captain - \$400 per year
- EMS Assistant - \$500 per year

ARTICLE 40: SENIOR FIREFIGHTER RESPONSIBILITY

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, 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)

ARTICLE 41: SENIORITY

There will be two seniority lists that will be maintained by the administration.

The first list shall be the Civil Service Ranking, which is the list that pertains to Civil Service Laws and Regulations and will be followed as outlined in applicable laws, including layoffs.

The second list shall be the Fairhaven Fire Department Seniority Ranking, sorted by FFD Hire Date, regardless of any time earned on another department or agency. This list shall be used for details, special training/assignment, longevity, and vacation selection.

Officers shall use the appointment date for seniority that will pertain to details, special training/assignments, and vacation selection. Longevity will remain from the department seniority list.

ARTICLE 42: SHIFT STAFFING

~~a)~~ There shall be a minimum staffing requirement from Monday through Friday on the day shift (0800 to 1800 hours) of four (4) firefighters Each shift shall start with a minimum of four (4) firefighters.

~~a)~~~~b)~~ The parties agree that staffing requirements on all other shifts are governed by previous arbitration decisions, including awards dated April 23, 1975, and August 29, 1980, except where the language of the contract otherwise provides.

~~b)~~~~c)~~ The parties agree that in the event one or more firefighters are committed to a Jaws of Life run, a rescue boat run,

an EMS Run, mutual aid, and the transport of a piece of Fire Department equipment beyond the local area, the Chief will call back off-duty firefighters as needed to maintain minimum manpower of three (3) in the station.

b)d) _____ The department shall maintain two (2) paramedics on each shift, not including the Officer in Charge (OIC).

ARTICLE 43: SICK LEAVE

Sick leave for non-duty connected injury or illness shall be computed at the rate of fifteen (15) days per year and may be accumulated to one hundred and twenty (120) days, said sick leave days computed at the rate of one and one-fourth (1 ¼) days per month.

Sick leave shall be granted upon application before or within a reasonable time after absence depending upon the circumstances of each case.

Sick leave for all employees shall be computed at the date of entry into the Department.

The Chief may require any employee to produce medical proof of illness if he is absent on sick leave for any period in excess of three (3) shifts or more than eight (8) shifts in a fiscal year, , and the Chief may require the employee to be examined by a physician selected and paid for by the Town. In addition, the Town reserves the right to require medical proof of illness for any absence or sick leave if sick leave abuse is suspected. Any medical proof required under this section shall be required at the employee's expense except that the Town shall pay for any examination and report by a physician of its choice.

The rate of pay for sick leave shall be the employee's basic daily rate.

It is the intent of this section that sick leave is to be used only when an employee is ill or otherwise physically or mentally unable to perform the duties of his job. Sick leave is not to be used in lieu of vacation, early retirement, or any circumstances that cannot be covered by a physician's certificate.

Exhausted Sick Leave: In the event, an employee, employees or the bargaining unit shall be permitted to transfer from their sick days (any given amount) to the employee with exhausted sick leave. This sick leave arrangement shall be administered jointly by the Union and the Chief.

Effective July 1, 2022: 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.

SECTION 1: SICK LEAVE BANK

- 1) Establishment: A Sick Leave Bank Shall be established for the purpose of making additional sick leave days available to employees who have exhausted their entire sick leave accumulation through prolonged illness or injury and who the Committee determines are not "Sick Leave Abusers". Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using all available time (sick days, vacation, compensatory, and personal time) due to the employee.
- 2) Funding: The Sick Leave Bank will be initially funded by deducting one (1) sick day from the accumulated sick leave days of each employee who has agreed to participate in the Bank and contributing such day(s) to the bank. When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave

shall be made against the account of each employee who has agreed to continue to participate in the bank. The process of voluntary deduction from each firefighter shall be limited to five (5) days per year.

- 3) Administration: The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of six (6) persons; three being from the executive board of Local 1555 and three members designated by the Town. The Sick Leave Bank Committee shall submit a copy of the membership list with the number of days to be deducted from each member to the Fire Department by January 31st of each year. To be able to serve on the committee, the union members have to participate in the Sick Leave Bank.
- 4) Granting of Days: The initial grant of sick leave days from the Bank to a firefighter shall not exceed twenty (20) days, after which the employee may reapply for additional periods of twenty (20) days. The total amount of time may not exceed eighty (80) days in the aggregate, unless the Committee determines otherwise. Requests for Sick Leave Bank Days shall be submitted in writing to the Sick Leave Bank Committee through the Fire Chiefs Office and shall include a written statement from the employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the employee will be absent from work. The Sick Leave Bank Committee will determine whether or not granting of days is appropriate after considering all relevant information. The decisions of the Sick Leave Bank Committee shall be final and not subject to the grievance procedure.
- 5) Membership: Employees wishing to join the Bank must apply for membership on a form approved by the Sick Leave Bank Committee. Current employees wishing to join the bank must submit an application for membership to the Sick Leave Bank Committee. Membership will be open to all employees after the finish of their probationary time.
- 6) Bonus: Days donated to the Sick Leave Bank will not affect the employee's Attendance Bonus.

Job-Related Injury: Job related injury as provided in Chapter 41, Section 111(f) shall not be charged against accumulated sick leave, nor shall an employee's annual leave be diminished or penalized because of same, provided that there shall be no duplication of Chapter 41, Section 111(f) benefits and vacation Benefits. Job related injuries shall be reported to the Chief or shift officer immediately upon the occurrence of the employee's knowledge of the injury.

An employee who is out of work due to illness or injury, for in excess of three (3) days and, in the instance of one month, will be required to furnish a treating physician's medical note indicating that the employee is "fit for duty". If the Town has reason to doubt the validity of the treating physician's opinion the town may require, at the expense of the Town, that the employee obtain the opinion of a second health care provider designated or approved by the Town to determine whether the employee is in fact "fit for duty". Any health care provider designated by the Town shall not be individually employed on a regular basis by the Town. In any case, in which the second opinion obtained by the Town differs from the original opinion provided by the employee's treating physician, the Town may require that the employee obtain the opinion of a third health care provider designated or approved jointly by the Town and the employee concerning whether the employee is "fit for duty". The third health care provider fee shall be paid equally by the Town and the Union. The opinion of the third healthcare provider shall be considered to be final and binding on the Town and the employee. This opinion will not be subject to the grievance procedure. The Chief may, but is not required to, utilize this procedure to resolve 176L Ch. 41, Section 111 F medical issues.

ARTICLE 44: STANDARD OPERATING PROCEDURES

The Town agrees that with respect to any orders and any policy changes issued by the Chief of the Fire Department, a copy

will be forwarded to the Union within three (3) days. The Town further agrees such orders will be posted on the bulletin board.

ARTICLE 45: SWAPPING

- a) The practice of exchanging duty hours may be permitted with the permission of, and at the discretion of the Chief of the Department, and the knowledge of the shift office affected.
- b) The pay or hourly substitution by a personal adjustment between the parties concerned and shall involve no added cost to the Town, either directly or indirectly.
- c) An EMT-Paramedic shall not be allowed to swap with an EMT-Basic unless there are two (2) EMT-Paramedics on duty (excluding the officer).
- d) Lieutenants may swap with other Lieutenants or Senior firefighters. Senior Firefighters, when in charge of a shift due to the absence of the Lieutenant, can only swap with other Senior Firefighters or Lieutenants. Such swaps are at no cost to the town.
- e) An interoffice memo, 24 hours in advance, signed by both parties must be submitted in advance and signed by a Chief, prior to the exchange of hours.
- f) Once a swap has been approved;
 1. The shift cannot be canceled unless both parties agree.
 2. The employee that has agreed to work the shift(s) now responsible for that shift/tour and will bear full responsibility for coverage of that shift/tour.
- g) All owed time for swaps in a particular calendar year shall be completed by December 3rd of each year.
- h) Any time earned on a swap after September 1st, can be at the request of both employees and approved by the Chief or Deputy, be carried over until the next calendar year.

ARTICLE 46: TRANSFERS

The Town agrees, upon request by the employee, to confer with any employee before he is transferred. The Chief, the Union President, and the employee shall be present at the conference to discuss the transfer. Transfers are to be made according to the seniority list with prior approval of the employee for job assignments involving added monies, except in the case of a change of rank through the Civil Service promotional exam. It is understood, however, that the final decision on all transfers will remain with the Chief.

DEFINITIONS:

TOUR OF DUTY: A tour of duty consists of 336 hours over an eight-week cycle or 42 hours per week average.

START OF CYCLE: The start of the cycle shall be a Sunday/Tuesday for any member working the 24-hour shifts, and a Sunday for any member working the day shift.

END OF CYCLE: The end of the cycle shall be the Saturday /Monday for any member working the 24-hour shift, and the Saturday for any member working the day shift.

EXAMPLE: (For the example, Shift "A" is the current shift, and Shift "B" is the destination shift)

Upon notification of a shift transfer either mandatory or voluntary, the department shall calculate the hours in the following manner:

- 0)1) The total number of hours the employee is scheduled to work on Shift A, starting from the start of a cycle to the date of transfer. (A=)
- 1)2) The total number of hours the employee is scheduled to work on Shift B from the date of transfer to the end of a cycle (B). (B =)
- 1)3) Add the total hours from step 1 and step 2. (A+ B=X) (X=)
- 1)4) Add the total amount of weeks (W) from the Start of Shift A to the end of Shift B. (W)
- 1)5) Take the total number of weeks "W" and multiply it by 42 hours. (Y =)

If X is greater than Y then the employee will be compensated at the current overtime language or given equal time off prior to the end of Shift B.

If X is less than Y then the employee will be required to work the additional hours prior to the end of Shift B.

Time owed will not be made up on holidays, (or Christmas, Thanksgiving or New Year's Eve) unless agreed to by the employee.

SECTION 1: CALCULATION OF HOURS VOLUNTARY TRANSFER ONLY

Upon notification of a transfer between two members and has been approved by the Chief, the department shall calculate the hours by using the above formula. Any hours greater than Y shall be completed by the member who is working less than Y until both employees equal Y. All transfers shall be completed by the end of their cycles.

SECTION 2: PROMOTIONAL TRANSFERS

For promotional transfers, the calculation of hours will not apply. Neither the Town nor the firefighter will owe any balanced hours.

Every effort will be made to reduce overtime costs. If a mutual agreement to balance hours between the two firefighters cannot be reached, then the Chief will assign the extra shifts to the firefighter with less than a 42-hour average. The Chief's decision will be final.

ARTICLE 47: UNION BUSINESS

SECTION 1: TIME OFF-UNION BUSINESS

All employees covered by this Agreement, who are officers of Local 1555, or who are appointed by Local 1555 as members of said Local's Collective Bargaining Negotiating Team, shall be allowed time off for official union business, negotiations, or conferences with the Town Administration or Chief of the Department, without loss of any pay or benefits and without the requirement to make up said loss of time. Time off will only be allowed if there is no cost to the Town. Approval must be given by the Chief.

The President shall also be granted a total of 24 hours off, per fiscal year, from duty without loss of pay or other benefits to

attend monthly local or state union meetings as well as the convention of the IAFF or PFFM.

All requests shall be submitted in writing, ten (10) days in advance, to the office with the date and time off request.

SECTION 2: UNION CONFERENCES AND SEMINARS

No more than two union members will be designated as delegates to labor conferences or seminars and shall be granted leave from duty without pay up to (5) work days per contract year. Unused days under this section shall not be cumulative, and notification by the Union to the Chief of the Department of the member's needed date of requested leave and purpose of leave shall require a ten (10) day mandatory notice prior to the date of the leave when reasonably possible.

ARTICLE 48: UNION DUES

The Town of Fairhaven shall deduct union dues and/or assessments upon receipt of authorization of a member of Local 1555 who shall sign a deduction form card to be supplied by the Local. The Town of Fairhaven shall forward to the Secretary-Treasurer or Treasurer of the Union such deductions each month following the month of deductions, subject to the requirements set forth in General Laws Chapter 180, Section 17A and in compliance therewith.

SECTION 1: AGENCY SERVICE FEE

Pursuant to the General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit or the effective date of this agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an Agency Service Fee, which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The Agency Service Fee shall be paid by a member on a monthly basis to the treasurer of the Union. This payment shall be made on the first Tuesday of each month. The agency service fee shall be equal in amount to the sum set from time to time by the Union as their monthly dues.

ARTICLE 49: UNION SECURITY

Except to the extent that there is contained in this Agreement an expressed and specific provision to the contrary, employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, support, join, or assist employee organizations, to hold office and participate in the management of the Union, to act in the capacity of union representative and to engage in other lawful union and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion, and from any discrimination in regard to tenure, promotion or other conditions of employment. The Union agrees that it shall represent the interests of all employees within the bargaining unit without discrimination and without regard to whether or not an employee is a member of the Union.

ARTICLE 50: UNUSED SICK LEAVE REIMBURSEMENT

~~a)~~ The total unused sick leave an employee may accumulate is one hundred and twenty (120) days.

~~b)~~ Annually, an employee shall be paid for all unused sick leave days due his credit in excess of one hundred and twenty (120) days at the rate of one day's pay for each two days sick leave.

~~a)c)~~ If funds are available, an employee with more than 60 days of sick leave will be able to cash in those dates at the rate provided for above.

~~b)d)~~ _____ Employees hired after July 1, 2023 will be ineligible for this benefit.

ARTICLE 51: VACANCIES

- a) All new employees shall be hired off a Civil Service List.
- b) In the event, a paramedic is to be hired and there are no acceptable applicants on the current Civil Service/Paramedic List, then the Chief can appoint off the Civil Service/EMT-Basic List.
- c) Said Employee hired off the Civil Service/EMT-Basic list shall have two (2) years from the date of hire, or 2 years from the completion of the fire academy to successfully complete a Massachusetts Credentialed Paramedic Course and be certified by the National Registry of EMT's. Failure to complete the Paramedic Course and certification and maintain said certification throughout their career will result in termination of said employee without other causes.
- d) The Chief may authorize up to one six (6) month extension for testing purposes only.
- e) The attendance of the Paramedic Training Program shall be the responsibility of the employee and no additional overtime compensation shall be awarded. Once the employee completes the training they shall be awarded a bonus as outlined in Article 15. In the event the training program falls on a work date, the employee shall be granted time off equal to the training hours to attend the program.
- f) All new firefighters and firefighters who are rehired after a five (5) year absence from the fire service will be sent to and successfully complete an approved or sanctioned Massachusetts Fire Academy Career Recruit Training Program. The Chief will make every reasonable attempt to send new employees to the closest MFA location.
- g) Firefighters assigned to the Massachusetts Fire Academy:
 - a. Stow Location: Firefighter attending the Stow Location will be reimbursed for travel mileage at the prevailing rate. Firefighters assigned to the training academy will be reimbursed for travel mileage for no more than 2 round trips per week and will be reimbursed for meals at the rate of \$150.00 per week.
 - b. Bridgewater Location: - Firefighters attending Bridgewater location will be reimbursed for travel mileage at the prevailing rate and will be reimbursed for travel for each day of travel.

ARTICLE 52: VACATION

- a) Calculations affecting seniority for vacation or for any other purpose not otherwise provided for shall be determined in accordance with seniority based upon rank at the discretion of the Chief who will maintain a list for this purpose.
- b) Choice of vacation time to be allocated on the list by the seniority system.
- c) Vacations are to start and end on a Monday irrespective of pay week.
- d) Any recognized holidays falling within the individual's vacation period shall be paid additionally or an extra day allowed.
- e) If requested, the vacation pay for the succeeding weeks may be paid prior to vacation.
- f) The vacation list shall be posted on the bulletin board for the succeeding year on or before the first day of

December. Each man may have four (4) calendar days in which to make his selection. Upon completion of the vacation list, it will receive approval from the Chief. Each employee shall pick their first two weeks when posted; these first two weeks do not have to be consecutive. The remaining vacations will be picked according to department policy.

- g) Vacation leave shall not be accumulated from one vacation year to another, and salary shall not be paid in lieu of vacations, except in cases of emergency and with prior approval of the Chief.
- h) In the event of voluntary separation, the employee will be entitled to payment, on the payday following his last full day of work, or any vacation time due him in that calendar year and not taken, provided he gives the Chief notice of his voluntary separation at least one week for each week of vacation pay he is entitled to prior to his last full day of work.
- i) Vacation entitlement to be as follows:
 - a. 1 year of service but less than 5 years = 2 weeks
 - b. 5 years of service but less than 10 years = 3 weeks
 - c. 10 years of service but less than 15 years = 4 weeks
 - d. 15 years of service or more = 5 weeks
- j) There will be no more than two (2) officers on vacation at a time and no more than a total of five (5) Personnel on vacation at a time. There shall be no more than five firefighters on vacation at one time. This is to include no more than one firefighter per shift and one-day firefighter only. At no time shall two-day firefighters or two same-shift firefighters be on vacation at one time.
- k) Once a vacation choice has been made and signed for, no change shall be made without the approval of the Chief
- l) Effective 7/1/2019, a firefighter may request to have a one-week vacation broken down into two (2) 10-hour shifts and two (2) 14-hour shifts. The firefighter may request a vacation shift leave up to four (4) shifts per year with 10 days advance notice.

ARTICLE 53: APPARATUS/VEHICLE GPS MONITORING

GPS monitoring devices optimize response times in emergency and quickly changing situations. They assist in the rapid location of first responders in the vicinity, which will optimize response time.

Effective July 1, 2019: All fire engines and ambulances will be equipped with GPS devices and software which will be activated at all times. Discipline will only be implemented in the presence of independent corroborating evidence with regard to the accuracy of GPS data in any specific situation.

ARTICLE 54: DAY-TO-DAY DISPATCH

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.

IN WITNESS WHEREOF, the said TOWN OF FAIRHAVEN has caused this instrument to be executed and its corporate seal to be affixed by its SELECT BOARD, and the FAIRHAVEN FIREFIGHTERS ASSOCIATION, LOCAL 1555, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L.-C.I.O., has caused this instrument to be signed by its PRESIDENT,

hereto duly authorized this Date: _____

TOWN OF FAIRHAVEN

By _____

Fairhaven Firefighters Association, Local 1555 IAFF/PFFM

By _____

APPENDIX A: REHABILITATION AGREEMENT

Name: _____

Date: _____

On _____, the Town of Fairhaven agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and/or drug abuse. The following conditions apply to your rehabilitation program:

You must authorize your treatment provider to provide proof to the Fire Chief/designee of enrollment in a rehabilitation program and proof of attendance at all required sessions or proof of completion of any required in-patient stay. Your attendance will be monitored closely, and the Fire Chief/designee will initiate appropriate disciplinary action up to and including termination if you do not regularly attend all sessions or complete any required in-patient stay.

You must adhere to all of the requirements of the drug or alcohol treatment or counseling program in which you are enrolled.

If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The Fire Chief/designee will take disciplinary action if you are absent as a result of alcohol or drug use.

You will be required to submit a "Fit for Duty" note from a doctor prior to returning to duty. You will pay for all costs of rehabilitation that are not covered under your health plan.

During the two years following the completion of your rehabilitation program, the department will test you for alcohol and/or drug use on a random basis a maximum of three times per year. The Town will take prompt disciplinary action if you refuse to submit to testing or if you test positive during this period.

Town of Fairhaven

Employee

APPENDIX B: FAIRAVEN FIRE OBSERVED REASONABLE SUSPICION RECORD

Form:

Employee Name:						
Date Observed:			Time Observed:			
Location:						
Breath		None		Faint		Marijuana Odor
		Strong		Moderate		Other
Eyes		Normal		Dilated		Fixed
		Bloodshot		Glassy		
		Clear		Heavy Eyelids		
Speech		Normal		Incoherent		Whispering
		Confused		Stuttered		Shouting
		Accent		Mumbled		Slow
		Slurred		Good		
Attitude		Excited		Combative		Hilarious
		Indifferent		Talkative		Insulting
		Erratic		Cocky		Sleepy
		Cooperative		Profane		Polite
Unusual Action		Hiccapping		Belching		Vomiting
		Fighting		Crying		Laughing
		Nodding Off		Other		
Balance		Falling		Needs Support		Wobbling
		Swaying		Other		
Walking		Falling		Staggering		Stumbling
		Swaying		Unable to Stand		Rigid
Appearance		Disheveled		Messy		Dirty
		Having Odor		Stained		Partially Dressed
Any other unusual actions or statements:						
Signs or complaints of illness or injury:						
Did the employee admit to using drugs or alcohol?						
Reasonable Suspicion Test Performed				Yes		No
Date						
Clinic						
Reasonable Suspicion Test Refused				Yes		No
Witness						
Witness						

APPENDIX C: WAGE SCHEDULE

New Phantom Step effective 7/1/23

	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

APPENDIX D: CIVIL SERVICE STATUS

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.

Wherever there is a reference to General Laws Ch. 31 or Civil Service, said references shall be stricken from the CBA.

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."

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

APPENDIX E: PROMOTIONS

PROMOTIONS

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

Section I: Written Examination

- A. The initial component of the promotional process shall be an examination administered by a professional testing firm to be hired by the Town. The written exam is to be comprised of multiple-choice questions developed from the posted reference and reading list as stated below for the entirety of the exam. The written examination will be provided for eligible employees at no fee. There may be a cost to the individual for required texts.
- B. At least one hundred eighty (180) calendar days prior to any written promotional exam for Lieutenant or Captain the department will announce by posting a notice including:
 - a. The title of the position;
 - b. The eligibility requirements;
 - c. Description of the duties of the position
 - d. The date, time, and location of the written examination;
 - e. The reading list of resources and reference materials upon which the test and the assessment center will be based.

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

- All active military members who are currently on leave or expecting to be on leave at the time of the exam, shall notify the Chief within 30 days of the notification date of their intention to take the exam.
- If the Chief is properly notified that an active military member will not be present for an exam due to active military service, the Chief will delay the exam until four (4) weeks after their expected return date but no later than 1 year (365 days) of the original exam date.

The posted reference book list for the ranks of Lieutenant and Captain shall not be altered from the time of posting to the day of the exam. No changes to the book list will be made once notification of an exam has been announced. A book list and any testing resources will be released at the time of the examination notice.

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

- C. To be eligible for promotion candidates must be certified to the minimum standard of Firefighter I/II, and the following time in grade must be met for each rank:
 1. Lieutenant: A candidate must be a permanent member of the Department with a minimum of three (3) years of continuous service in the rank of firefighter and 1 year of service with the Fairhaven Fire Department (Career

or Call)

2. Captain: A candidate must be a permanent member of the department with a minimum of five (5) years of continuous service of which two (2) years shall have been at the rank of Lieutenant and 1 year of service with the Fairhaven Fire Department (Career or Call)
 3. In the event less than three applicants for a position have the required time in rank the time in rank requirement will be waived.
 4. Full-time service with another department, in combination with a minimum of one year of full-time service with Fairhaven Fire Department, may be used to qualify an individual for promotional opportunities.
- D. All candidates must notify the Fire Chief in writing of their interest in taking the exam by submitting a resume and a cover letter of intent and documentation of qualification for the posted position at least sixty (60) calendar days prior to the test date.
- E. Only candidates who pass the written examination as defined in paragraph (G) below will be included in subsequent phases of the promotional process.
- F. Examinations for the Lieutenant, the Captain, will be conducted every two (2) years, or sooner if necessary. The list will remain in effect until superseded by a new list.
- G. A promotional exam will be considered valid if a minimum of two (2) applicants pass the exam with a score of seventy (70) or higher.
- H. In the event that fewer than two (2) applicants achieve a minimum passing score, the Fire Chief shall have the option to proceed with the remaining testing portions or schedule another examination after posting as outlined in letter (B) above. Eligibility of this second exam will be in accordance with letter (C) above, EXCEPT, in-grade requirements for the position of Captain will be waived depending on the test given not having at least two candidates achieve a minimum passing score.

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

- I. A candidate may appeal a question from the written examination. Such appeal must be made in writing to the Fire Chief within five (5) business days of the close of the candidate's promotional testing review period. The Fire Chief will then transmit the appeal to the testing firm. If there is a question that gets overturned as the result of the appeal process, the following is applied:
1. No correct answer to the question, all candidates receive credit.
 2. If multiple answers are correct, only those candidates who answered either correct answer will receive credit.
 3. If the candidate chose the neither correct answer, then no credit is allowed.

No questions will be thrown out. The written test will be based on a 100% score. The candidate shall be advised of the result of the appeal within ten (10) business days of the Town's receipt of an appeal, which decision shall be final.

J. Examination scores will remain valid until a new examination is administered and results are certified.

Section II: Education and Experience

A. A maximum of 110 points are allowed in the education and experience category.

1. Veteran Status - 5 points

a. Candidate must provide an official copy of DD-214 form

2. Education - maximum of 15 points

a. Associates Degree 5 points

Bachelor's Degree 10 points

Master's Degree 15 points

b. Eligible degrees as defined in Article 12 of the Collective Bargaining Agreement.

c. Degrees are not cumulative. The candidate receives points for the highest degree earned and cannot receive multiple points for multiple degrees.

d. Candidate must provide a sealed, certified copy of the academic record.

3. Experience - maximum of 30 points

a. 0.5 points per year of service in the fire service

b. Experience points are calculated as of the official date of the written examination.

4. Pro Board Certifications - maximum of 24 points

a. 4 points per Pro Board Certification

b. Certifications must be obtained by the deadline of submission to the Fire Chief

5. EMS Certification - maximum of 12 points

a. 2 points per current EMS certification beyond those required for state certification

b. The eligible list shall be limited to the following: PALS, AMLS, PHTLS, TCCC, Critical care Paramedic, Flight Medic, CPR Instructor, or Instructor Coordinator.

6. Acting out of Grade - maximum of 24 points

a. 2 points per 192 hours

b. Acting out of grade occurs when an employee is moved to a provisional or temporary position under the Collective Bargaining Agreement. This will include shift manning duties of senior firefighters as an acting officer.

B. Candidates must submit documentation for education and experience to the Fire Chief at least sixty (60) days prior to the written examination date.

a. Points are calculated as of the application deadline for all categories except for experience in the Fairhaven Fire Department. Experience will be calculated as of the date of the examination.

C. Education and experience scores will be calculated by the Fire Chief and posted thirty (30) days prior to the test date.

a. If any errors are discovered, candidates will have seven (7) days to request an

individual review of their scores.

- D. The Town will release a preliminary list based on employees' education and experience scores prior to the written exam.

Section III: Assessment Center

- A. Candidates who achieve a passing score on the written examination will be eligible to participate in an assessment center, which may include, but not be limited to a fire simulator component. The exercise(s) which comprise the assessment center shall be professionally designed and administered, and an orientation session shall be held to assist candidates in knowing the areas to be assessed. The goal of the assessment center is to evaluate the candidate's knowledge, skills, abilities, and personal characteristics that are directly related to the essential functions of the roles of Lieutenant and Captain. The consultants who develop and administer the assessment center will be responsible for the scoring system for the assessment and for establishing the passing score for the assessment center. The dates, times, and locations of the orientation session and assessment center shall be posted conspicuously at all fire stations. The Town will be responsible for the cost of the assessment center.
- B. A candidate may appeal any component of the assessment center. Such appeal must be made in writing to the Fire Chief, who will transmit such to the consultant administering the center, within five (5) business days of the completion of all components of the assessment center for all candidates. The candidate shall be advised of the result of the appeal within ten (10) business days of the Town's receipt of an appeal, which decision shall be final.
- C. Candidates who achieve a passing score on the assessment center shall be eligible for inclusion on the promotional list.

Section IV: Scoring

- A. The promotional list shall be established by adding the passing written score, experience, and education score, and passing assessment score. A candidate's score will be calculated using the following formulas.
 - Written Examination Score 40%
 - Assessment Score 40%
 - Education and Experience Score 20%
- B. The promotional list shall be established no later than fifteen (15) business days following the completion of the last and third component of the promotional process, for all candidates. Each candidate at that time shall be mailed/emailed their final scores and ranking. Once established, the list shall remain valid until a new promotional process is administered and a new list is established.
- C. The Fire Chief shall select from the highest three candidates on the list. In the event candidates have the exact same score within the top three scores, such tied candidates shall be considered as one candidate for purposes of selecting from the top three candidates eligible for the promotion. [For example, if candidates A and B tied with a score of 90, and candidates C and D had scores of 88 and 86, respectively, all four candidates would be eligible for the promotion. The same standard would apply for candidates tied with the second-highest and third-highest scores].
- D. In the event that two (2) person remains on an active list, the Fire Chief has the right, to interview those candidates for an open position, or schedule another exam to open up the pool of candidates.

- E. The Fire Chief shall evaluate each candidate's record of service using the following criteria:
 - a. Job-related experience;
 - b. Performance evaluation in his/her present position (including contributions to the department);
 - c. Work ethic and initiative;
 - d. Training and education through career and self-initiated development;
 - e. Disciplinary record of the employee; and
 - f. Attendance record

- F. Prior to presenting his recommendation, the Fire Chief will notify the eligible candidates of which candidate he intends to promote. This notification shall include a general statement summarizing his/her recommendation.

- G. Candidates not promoted may, at their discretion, arrange a meeting with the Chief to review the candidate's performance within the promotional process to identify how the candidate may be more successful in future promotional efforts.

Section V: Selection

- A. The parties agree that the Union shall have the right to grieve alleged violations of certain sections of the Promotion Process provided that any grievance filed by the Union cannot involve the substance of the written exam, assessment center, or the Fire Chief's evaluation of the service record, only the procedures by which they are administered.

- B. Union grievances shall be filed in accordance with Article 10 of the Collective Bargaining Agreement within fourteen (14) calendar days of the Union learning of the act or omission.

- C. The promotional process will not be delayed or held in abeyance pending any employee appeal or pending Union grievance.

- D. Under no circumstances will an arbitrator have the right to rescind a promotional decision or render a monetary award.