

**Collective Bargaining Agreement
Between
The Town of Bellingham
And
Professional Firefighters of Bellingham
International Association of Firefighters
Local 2071
July 1, 2022 through June 30, 2025**

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Town of Bellingham
10 Mechanic Street
Bellingham, Massachusetts 02019
Phone: 508-657-2802
Fax: 508-966-4425

04/27/2022 TOWN OFF THE RECORD OFFER

The Town's proposal is contingent upon the Union agreeing to the entire proposal. The Town reserves the right to withdraw the offer if it is not ratified by the union on or before May 5, 2022

MEMORANDUM OF AGREEMENT FOR SUCCESSOR CBA

BETWEEN

TOWN OF BELLINGHAM

AND

LOCAL 2071, IAFF, AFL-CIO

BELLINGHAM PERMANENT FIREFIGHTERS ASSOCIATION

This Memorandum of Agreement sets forth the material terms of a three year Agreement between the Town of Bellingham ("Town") and the Bellingham Permanent Firefighters Association ("Union") covering the period July 1, 2022-June 30, 2025 which the parties' negotiating teams have reached in the process of negotiations. It is subject to ratification by the Union membership and the Bellingham Board of Selectmen and funding by Bellingham Town Meeting in accordance with the provisions of M.G.L. c. 150E. Except as modified in this Memorandum, the terms and conditions of the current Agreement will be carried forward into the new Agreement. If this is not ratified and funded, both parties will be free to return to prior bargaining positions and this document and/or the terms in it shall not be admissible in any proceeding. If it is ratified and funded, a new integrated Collective Bargaining Agreement ("CBA") shall be prepared, which incorporates the material terms of this Agreement into the parties' last fully integrated and signed FF CBA (July 1, 2015-June 30, 2018.)

1. Article XI: Wages

a) Section 1:

- 1) Effective **July 1, 2022**, increase hourly rates by 2% (two percent)
Effective **January 1, 2023**, increase hourly rates by 1% (one percent)
- 2) Effective **July 1, 2023**, increase hourly rates by 2% (two percent)
Paramedic stipend added to base and then no longer paid (see below)
Effective **January 1, 2024**, increase hourly rates by 1% (one percent)
- 3) Effective **July 1, 2024**, increase hourly rates by 2% (two percent)
\$400 added to base of Paramedics (see below)
EMT stipend will be eliminated (see below)
Effective **January 1, 2025**, increase hourly rates by 1% (one percent)

b.) Section 3:

Paramedic Stipend rolled into base hourly rate and hourly rate will be adjusted accordingly and no Paramedic stipend will be paid after the May 2023 payment and no EMT Stipend will be paid after the May 2023 payment

1. **7/1/23** Paramedic Stipend increased by \$600.00 to \$9,000 and rolled into base wage rate by adjusting rate accordingly.
 - a. New Wage Schedule position classifications: Firefighter-Paramedic; Firefighter-EMT; Shift Lieutenant; Administrative Lieutenant; Shift Captain and Fire Prevention Captain. **No separate paramedic stipend will be paid after the payment made May 2023**
2. **7/1/2024** in addition to hourly rate increase Paramedics will have an additional **\$400 rolled into the base salary**
3. **7/1/2024**, EMT stipend eliminated. Hourly wage shall be the base wage without any stipend. **No EMT Stipend will be paid after after June 30, 2024.**

c) Section 8. Education Stipends - Effective 7/1/2023 Paramedicine added to accepted degrees

Employees who have earned a degree in either fire science or Paramedicine shall be compensated annually as follows:

Associates Degree **7/1/2023** increase by \$1,000.00 to \$3,350.00
Bachelors Degree **7/1/2023** increase by \$1,000.00 to \$4,100.00

Said sum payable as follows: one-quarter (1/4) payable no later than the first pay period in September, December, March, June. The Town shall not reimburse employees for cost associated with obtaining these degrees (i.e. tuition, books, and fees).

4. **Article XIII. Paid Holidays-** Add Juneteenth to list of holidays in FY 2023

5. **Article XVIII. Clothing Allowance-**

Effective 7/1/23, Clothing allowance (\$950) will be rolled into base hourly rate by adjusting hourly rate accordingly and no clothing allowance payment will be made after the Nov 2022 payment

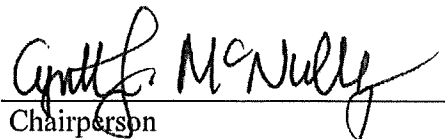
6. **Agreement Preamble and Article XXV. Duration-**Change dates to reflect July 1, 2022 -June 30, 2024


7. **Various wording updates and changes as mutually agreed upon (attached)**

8. **Housekeeping in preparation of a new integrated Contract:** The parties agree to change dates, integrate interim agreements, delete moot provisions, correct typos and errors, etc. in the process of finalizing a fully integrated July 1, 2022---June 30, 2025 CBA.

Town of Bellingham
Board of Selectmen

Bellingham Permanent
Firefighters Local 2071


Chairperson _____ Date _____


President _____ Date 5/6/22


Denis Fraine, Town Administrator _____ Date 5-9-2022

AGREEMENT BETWEEN THE TOWN OF BELLINGHAM, MASSACHUSETTS,

AND

LOCAL 2071, I.A.F.F., AFL-CIO,

BELLINGHAM PERMANENT FIREFIGHTERS ASSOCIATION

This collective bargaining agreement is made and entered into this 1st day of July 2022, to be effective as of 12:01 AM, except as hereinafter provided, by and between the Town of Bellingham (hereinafter referred to as the "Employer" or the "Town") and Local 2071, International Association of Firefighters, AFL-CIO, (hereinafter referred to as the "Union").

This Agreement is designed to maintain and promote a harmonious relationship between the Town of Bellingham and such of its employees as are covered by the terms and provisions of this Agreement, in order that more effective and progressive public service may be rendered to the citizens of the Town.

ARTICLE I

RECOGNITION

The Town of Bellingham recognizes Local 2071, International Association of Firefighters, AFL-CIO, as the sole and exclusive bargaining agent for all permanent Firefighters of the Bellingham Fire Department, excepting only the Chief and Deputy Chief of the Department, for the purpose of collective bargaining relative to wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

ARTICLE II

DUES, INITIATION AND SERVICE FEES

An employee may authorize the deduction of Union dues and an initiation fee by signing the membership and dues authorization form provided by the Union. The Union will submit such a signed authorization form to the Town Treasurer. The Employer agrees to deduct membership dues and an initiation fee, uniformly levied and authorized by the Union, from the pay of each employee who has signed such membership form and to remit the dues and initiation fees so deducted to the Treasurer of the Union together with a list of the employees from whose pay such deductions have been made.

Union dues and assessment deductions made by the Town shall be remitted to the Treasurer of Local 2071 at the same time as the weekly paychecks are issued.

As a condition of employment, each employee covered by this Agreement shall be required to pay, on or after the thirtieth day following the commencement of his/her employment, or on the effective date of this Agreement, whichever is later, a service fee to the Association. Such service fee shall be determined by the Association and shall be proportionately commensurate with the cost of collective

bargaining and contract administration.

The Employer shall deduct from the salary of any employee covered by this Agreement the amount which such employee may specify in writing to the Fire Chief for the payment of the above-defined service fee.

Any amount so deducted shall be paid to the Association and transmitted by the employer to the Treasurer of the Association within thirty (30) days of the date on which such deductions were made.

The Employer shall deduct from the salary of any employee covered by this Agreement the amount which such employee may specify in writing, upon, and in accordance with the terms and conditions of, the form of authorization of deduction of dues in the Association. Such authorization form shall be presented to the Fire Chief. Any amount so deducted shall be paid by the employer to the Association and transmitted, in the aggregate, to the Treasurer of the Association no later than the thirtieth (30) day of the month succeeding the deduction, along with a list of employees who have authorized said deduction and the amount of each employee's deduction. The following language shall appear on the authorization of dues deduction form:

LAST NAME:

FIRST:

MIDDLE:

TO: BELLINGHAM FIRE DEPARTMENT, TOWN OF BELLINGHAM

EFFECTIVE DATE:

I hereby request and authorize you to deduct from my earnings once each week, an amount established by the Association as dues. The amount shall be paid to the

Treasurer of the Association.

Signed:

ARTICLE III

PROBATIONARY PERIOD

SECTION 1

All employees hired by the Town of Bellingham as Permanent Firefighters shall serve a probationary period of one year, and may be terminated at any time during such probationary period, for any cause, without recourse to the Union. Absences from work during such probationary period must be made up before such employee shall be considered as having completed his or her probationary period.

The new employee must complete probation as specified and regardless of the new firefighter's years of experience, successfully complete the Massachusetts Firefighter Academy Recruit Program

('Recruit Program'), excluding the Call/Voll. Academy. An equivalent full time recruit program with a similar curriculum may be considered by the Fire Chief and reviewed by Local 2071, as soon as possible as condition of employment.

SECTION 2

Firefighter Day Shift:

Shall work Mon-Thur 7:00 a.m.-3:30 p.m., Friday 7:00 a.m.-3:00 p.m.

This position will be used to allow the training and/or schooling of new firefighter/paramedics and those that are not fully trained as Paramedics or Firefighters. On successful completion of the Massachusetts Firefighting Academy, they can be moved to groups.

Firefighter/Paramedic w/academy- This is a Paramedic/Firefighter that has the following Massachusetts certification: paramedic, career recruit training or equivalent. They would be assigned to the ambulance and shall complete the process for driver/operator training of the fire apparatus to be signed off by the Deputy Chief, and then may be assigned to a group.

Firefighter/Paramedic w/o academy-This is a licensed Massachusetts Paramedic that has completed firefighter 1 and 2 training. They would be assigned to the ambulance and shall complete the process for driver/operator training of the fire apparatus to be signed off by the Deputy Chief.

Non-Firefighter- This is a licensed Massachusetts paramedic who does not have firefighter 1 and 2 and is awaiting fire academy training. The position can be used to staff the ambulance only. They will become support in the event of a fire call they would respond with the ambulance. They would set up support functions (rehab, changing bottles, packing hose and accountability) based on their level of training. They shall remain on days until successful completion of the Massachusetts Firefighting Academy they can be moved to groups.

Non-Medic/Firefighter- This is Massachusetts certified EMT in the process of obtaining their paramedic license and fire academy training. The position can be used to staff the ambulance as a medic relieving some burden on the department as well as allowing the EMT to start his in-house training as a Firefighter, and gain experience in medical calls and ambipro software. They will become support in the event of a fire call they would respond with the ambulance. They would set up support functions (rehab, changing bottles, packing hose and accountability) based on their level of training.

If in the event a Dayshift is unable to be filled and the "Day Firefighter" becomes part of the primary crew, the "Day Firefighter" will have the option to fill the balance of the vacant platoon day shift. This will be on a voluntary basis and they will not be subject to be ordered for this time.

ARTICLE IV

MANAGEMENT RIGHTS

SECTION 1:

The Town shall retain the right to issue rules and regulations governing the internal conduct of the Fire Department as provided by law, provided however, that such rules and regulations do not conflict with the provisions of this Agreement or Chapter 48, Sections 42, 43, and 44, of the Massachusetts General Laws.

SECTION 2:

The Chief of the Fire Department or their designee, in cooperation with the officers of Local 2071, shall annually review the rules and regulations of the Fire Department and cause a copy of any revised rules and regulations to be distributed to all members. This shall be available online to each member on Lexipol. Each member upon hire will be issued a password for access to Lexipol.

ARTICLE V

NO STRIKES

SECTION 1:

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or with-holding of services by employees.

SECTION 2:

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

ARTICLE VI

SENIORITY

SECTION 1:

Seniority shall be defined as the length of continuous service from date of entrance into the Fire Department as a permanent full-time Firefighter. Lay-offs shall be based on seniority; demotions shall be based on seniority of rank.

SECTION 2:

Senior members of the Department, covered by this Agreement, shall have preference with respect to days off, vacation schedules and overtime.

SECTION 3:

In the event of two (2) or more permanent Firefighters who join the Department on the same day, their order on the Departmental seniority list will be determined by lot.

SECTION 4:

A permanent and current seniority list shall be posted and maintained on the bulletin board in each station for the benefit of all employees. The Chief of the Department will furnish a copy of the seniority list to the Secretary of Local 2071. It shall be the responsibility of the Chief to keep the list up-to-date.

SECTION 5:

A. Forty-five (45) days prior to new hires effective start date a shift bidding sheet will be posted.

B. The Union agrees to return the fully signed group/shift bid sheet to the Chief within twenty-one (21) days. The Chief shall post the new group/shift bid no later than three (3) days after receipt.

C. The Chief may assign Firefighters in their first twelve months of employment to a group on the shift bidding sheet prior to any shift bid. This will be limited to one Firefighter per shift unless there are more new Firefighters than shifts. In the event there are more Firefighters serving in their first twelve months than shifts the parties will meet to resolve the matter in a mutually agreeable manner. Following the insertion of new Firefighters on the shift bidding sheet, shift bidding will be done by seniority.

SECTION 6:

A. An annual shift bid may be conducted at the request of a member. The shift bid sheet will be posted on December 1st. The Union agrees to fully sign the group/shift bid sheet within twenty-one (21) days. The Chief shall post the group/shift bid no later than three (3) days after receipt. The effective new date will be February 1st. B. Additional shift bids will only be conducted upon mutual agreement by both the Union and the Chief in accordance with Article VI, Section 5. C. The Chief or the Union may request a meeting anytime to discuss a move due to safety concerns, performance

and/or discipline, mutually agreed upon by both parties,

ARTICLE VII

DUTIES OF EMPLOYEES

SECTION 1:

The duties of the Firefighters shall include the prevention, control and extinguishment of fire (and other related work such as ambulance runs, the routine maintenance of vehicles, equipment and Fire Station), all as described in Section 8 of this Article. These duties will also include the necessary administrative and clerical work required for the efficient operation of the Fire Department.

SECTION 2:

Permanent Firefighters shall be responsible only to the Chief, permanent Deputy Chief, Captain, and Lieutenants of the Fire Department. In the absence of the Chief, the Deputy Chief shall take command. In the absence of the Deputy Chief, the permanent Senior Captain shall take command. In the absence of the Captain, the permanent Senior Lieutenant shall take command. In the absence of the Lieutenant, the senior permanent Firefighter shall take command.

SECTION 3:

All future permanent officers shall be appointed from the ranks of the permanent full-time Firefighters in accordance with the procedures set forth in Article IX, of this Agreement, entitled "PROMOTIONS".

SECTION 4:

It is agreed that members of the Fire Department, whose duties are set forth in this Article, shall not be detailed to other Town Departments except in emergencies or as needed to operate Fire Department equipment.

SECTION 5:

All Firefighters/EMT's must meet minimum Massachusetts EMT requirements before being hired, must maintain these requirements, and must remain active ambulance personnel to qualify for continued employment. All Firefighter/Paramedics must meet minimum Massachusetts Paramedic requirements before being hired, must maintain these requirements, and must remain active personnel to qualify for continued employment.

** Joseph Altomonte and Neil Coakley shall maintain their certification as a condition of employment for ten years, but must maintain their certification longer as a condition of employment if there are ten or less certified and active Paramedics in the Bellingham Fire Department. Once the Bellingham Fire Department has eleven or more certified and active Paramedics on the Bellingham Fire Department, relief from Paramedic status shall be by seniority. **

SECTION 6:

Members of the Executive Board of this Association shall meet with the Fire Chief on a bi-annually basis, meeting at such time as is convenient to both parties.

SECTION 7:

The Town may establish and fill the following Coordinator positions for the Fire Department:

- A) Training;
- B) SARA/HAZMAT;
- C) EMS;
- D) Inspection;
- E) Maintenance;
- F) Public Education,
- G) ALS.

Each Coordinator shall be paid a stipend of two (2) hours additional compensation per week at the straight time rate. A job description for each Coordinator shall be established by mutual agreement of the Town and Local 2071 and posted no less than thirty (30) days prior to the Town receiving applications from the permanent firefighters to fill the Coordinator position(s).

The stipend shall cover budgetary or other presentations before the Board of Selectmen, Finance Committee, and Town Meetings. These presentations shall be at no cost to the Town. Also included in the stipend will be up to three public speaking engagements per year in the Town of Bellingham. Other work off duty shall be compensated in accordance with the overtime provisions of this Agreement.

When a Coordinator is absent from full duty in excess of 30 days as a result of an illness or injury the Chief may backfill said position with an interim Coordinator. The Chief shall post the vacancy for fourteen (14) days and appoint the interim Coordinator within seven (7) days. The interim Coordinator shall be compensated in accordance with the CBA.

Coordinator IOD:

Members unable to perform coordinator duties due to an injury or illness sustained in the line of duty shall continue to receive the coordinator stipend and return to that position upon return to either light duty or full duty.

Coordinator Sick Time:

Members unable to perform coordinators duties due to an injury or illness not sustained in the line of duty will not receive the coordinators stipend until return to either light duty or full duty.

In the event the member will be out in excess of one (1) year the Chief may initiate the process for a

replacement coordinator.

SECTION 8:

"Definition of routine maintenance of vehicles", the routine maintenance of vehicles shall consist of the following

- 1: Check vehicle tires for air pressure; tread wear, and overall condition. Inflate tires to proper levels.
- 2: Check vehicle lights and warning lights and replace defective lamps (bulbs).
- 3: Check overall condition of radiator hoses, heater hoses, fan belts, alternator belts and A/C belts.
- 4: Check motor oil levels and add oil if needed.
- 5: Check the cooling system level and add water and/or coolant as needed.
- 6: Cleaning, polishing, minor touch-up painting and painting of running boards and rear of vehicles.
- 7: Cleaning of vehicle windows.
- 8: Cleaning and vacuuming of vehicle interiors,
- 9: Replacement of defective fuses.
- 10: Check wiper blades and replacement of blades if defective.
- 11: Check and clean on-board equipment.
- 12: Addition of gasoline and oil to on-board equipment as needed and preparation of gasoline/oil mixtures and oil changes where required.
- 13: Checking pump tank water level and addition of water.
- 14: Filling gasoline tanks when needed.
- 15: Checking vehicle battery condition and charging when needed.
- 16: Check vehicles prior to annual safety inspections.
- 17: Report any abnormal findings on the form provided by the Department.
- 18: Scheduling of oil changes and greasing of motor vehicles to be performed by the Maintenance Coordinator.

The Department shall provide proper tools, equipment and supplies needed for the above duties.

SECTION 9:

The Chief and/or his designee may call for up to 5 mandatory training sessions per contract year. Members will be allowed to be absent from 1 mandatory training session per year. Absences in excess of one session may be granted for valid reasons as determined by the Chief and for members on sick, OJI, and bereavement leave. Members unable to attend shall notify the Chief or his designee as soon as reasonably possible. Training dates shall be posted as soon as class confirmation has been received by the Department or class date determined by the Chief or his designee. All off-duty employees shall be compensated in accordance with the overtime provisions in the agreement. Mandatory training instructed by the Massachusetts Fire Academy shall not be charged against the forty five (45) hours of additional training referred to in Article XI, Section 9.

SECTION 10:

Fire Lieutenant Job Description

The fire lieutenant is responsible for the command of a shift including the apparatus, equipment and the personnel involved in the combating, extinguishing and preventing of fires and the saving of lives and property. The lieutenant is responsible for the discipline of the fire fighters and the proper maintenance of apparatus and equipment in accordance with standing orders and other regulations. The fire lieutenant shall respond to an alarm as a member of a company. At an emergency, unless working under a superior officer, the fire lieutenant is responsible for incident command and abatement of the emergency, including entering a burning building with fire fighters. While subject to the requirements of written orders and regulations and the verbal directions of a superior, the fire lieutenant exercises great independence of judgment and action while in command at fires and rescues.

ESSENTIAL DUTIES:

1. Substitutes for and acts on behalf of the Chief, Deputy Chief, and or Captain whenever they are out of Town (or otherwise unavailable to carry out their duties). In the absence of the Chief, Deputy Chief and Captain, the available Senior Lieutenant is in charge of the Department, supervising all Department personnel.
2. Administers and enforces all Department orders, rules, regulations and policies.
3. Plans, co-ordinates, directs and performs where required, all fire prevention activities and day to day inspections with personnel under his command,
4. Assist the Chief, Deputy Chief, and or Captain in fire investigations where required.
5. Plans, co-ordinates, directs and performs training for both permanent and call personnel and reports progress to the Deputy Chief.
6. Performs firefighting duties and other emergency activities as specified in the contract.

7. Assists the Chief, Deputy and/or Captain, as required, in issuing permits and reviewing building plans for compliance with fire regulations and safety requirements.
8. Assigns daily work (vehicle checks, housekeeping) and riding positions to Personnel.
9. Ensure that paperwork relevant to the shift is complete.
10. Perform related work as required.
11. Make decisions as to the best methods of extinguishing the fire and saving lives unless relieved of command by a superior officer.
12. Conducts informal or formal counseling sessions with subordinates to discuss performance. May conduct post-incident critiques and question subordinates on operations.

Section 11-B

Administrative Lieutenant EMS/Fire Prevention officer:

The EMS/Fire Prevention Lieutenant is responsible for various Departmental functions to meet and further the Department's stated mission. The EMS/Fire Prevention Lieutenant is typically assigned to Headquarters and will work the A/B schedule. Compensation to be 10% over a Lieutenants salary and will receive holiday pay.

Essential EMS Duties:

Coordinates the administrative functions of the Department's Emergency Medical Services operation and supervises the ALS/EMS Coordinators.

Assist with developing the budget needs to expenditures for Emergency medical Services operations and when required present such information to the Fire Chief.

Represents the Department at various committees pertaining to Emergency Medical Services.

Oversees and assists with Paramedic and EMT files and ascertain that current information is properly documented in said file as required by the Department and the Commonwealth, to include training and recertification and other required information.

Notify the Chief or Deputy Chief of any Deficiencies or failure to meet standards as indicated by file records of all Department *members as reported to him by the coordinators.*

Obtain and provide the needed reports from the coordinators concerning the Ambulance Service of

the Fire Department as needed by the Department, The Town, The Commonwealth of Massachusetts and other official agencies.

Maintains a positive liaison with the administration of the department's resource hospital and other receiving medical facilities pertaining to patient care issues;

Supervises and coordinates record keeping, ePCR and reporting relative to licensing and certification of EMS Personnel in accordance with OEMS and Region II protocols.

Shall in coordination with the ALS/EMS coordinators assisting with the Fire Department Ambulance written policies and procedures and shall make recommendations to maintain current guidelines and policies to coincide with State and local regulations.

Shall supervise all QA/QI for all ambulance and EMS related calls as required by the Department and the Commonwealth of Massachusetts

Maintain a positive relationship with communities which utilize the Department's emergency Medical Services; Provides educational assistance for department activities.

Ensures proper inventory and equipment needs for EMS Operations

May act as Medical Command within the Incident Command System at large scale medical operations

Works directly with the Department's Infectious Control Officer

Oversees the restocking of all EMS supplies and equipment in substations and Headquarters

Oversees and assists the ALS/EMS coordinators with all continuing education classes provided by the Department

Effectively deals with the public in resolving complaints pertaining to EMS

Essential Fire Prevention Duties

In the absence of the Chief, Deputy Chief and Captain or other senior officer, the Administrative Lieutenant will be in charge of the Department supervising all Department personnel.

Administers and enforces all Department orders, rules, regulations and policies.

Plans, co-ordinates, directs and performs where required, all fire prevention activities and day to day

inspections as needed.

Assist the Chief and/ or Deputy Fire Chief in fire investigations where required.

Performs firefighting duties and other emergency activities as specified in the contract.

Assist the Chief and/or Deputy Chief, as required, in issuing permits and reviewing building plans for compliance with fire regulations and safety requirements.

Ensures that all relevant paperwork is complete

Perform related work as required by the Chief or Deputy Chief

Make decisions as to the best methods of extinguishing the fire and saving of lives unless relieved of command by a superior officer.

SECTION 12:

Administrative Captain Job Description

The Captain is responsible for the command of a shift including the apparatus, equipment and the personnel involved in the combating, extinguishing and preventing of fires and the saving of lives and property. The Captain is responsible for the discipline of the Lieutenants, firefighters and the proper maintenance of apparatus and equipment in accordance with standing orders and other regulations. The Captain shall respond to an alarm as a member of a company, At an emergency, unless working under a superior officer, the Captain is responsible for incident command and abatement of the emergency, including entering a burning building with Lieutenant's and fire fighters. While subject to the requirements of written orders and regulations and the verbal directions of a superior, the Captain exercises great independence of judgment and action while in command at fires and rescues.

ESSENTIAL DUTIES:

1. Substitutes for and acts on behalf of the Chief and/or Deputy Chief
whenever they are out of Town (or otherwise unavailable to carry out their duties). In the absence of the Chief and Deputy Chief, the Captain is in charge of the Department, supervising all Department personnel.
2. Administers and enforces all Department orders, rules, regulations and policies.
3. Plans, co-ordinates, directs and performs where required, all fire prevention activities and day to day inspections with personnel under his command.
4. Assist the Chief and/or Deputy Chief in fire investigations where required. 5. Plans, co-ordinates,

directs and performs training for both permanent and
call personnel and report progress to the Deputy Chief.

6. Performs firefighting duties and other emergency activities as specified in the contract.

7. Assists the Chief and/or Deputy, as required, in issuing permits and reviewing building plans for compliance with fire regulations and safety requirements.

8. Ensure that paperwork relevant to a shift is complete.

9. Perform related work as required by the Chief or Deputy Chief.

10. Make decisions as to the best methods of extinguishing the fire and saving of lives unless relieved of command by a superior officer.

11. Conducts informal or formal counseling sessions with subordinates to discuss performance. May conduct post-incident critiques and question subordinates on operations.

12. Oversight of department computer systems.

13. Compensation to be 15% over lieutenant's salary, and receive holiday pay.

14. Will work the A/B schedule.

SECTION 13:

EMS COORDINATOR

The following job description for the position of EMS Coordinator is prepared under the provisions of Article VII, Section 7 of the Agreement between the Town and Local 2071. The EMS Coordinator shall be annually appointed for the period of July 1 to June 30, and shall not assume more than two (2) Coordinator positions except with the mutual agreement of the Local and the Town.

The EMS Coordinator shall be responsible for the following duties:

1. Maintain EMT and First Responder files and ascertain that current information is properly documented in said file as required by the Department and the Commonwealth, to include first aid training, CPR records and other required information. The EMS Coordinator shall indicate to the Fire Chief and deficiencies or failure to meet standards as indicated by file records by members of the Department.

2. Prepare such reports concerning the Ambulance Service of the Fire Department as may be required by the Department, the Town, the Commonwealth of Massachusetts and other official agencies.

3. Assist the Fire Chief in preparation of annual or special budget estimations for the Ambulance and when required present such information to the Board of Selectmen, Finance Committee and Town Meetings.

4. Participate in up to three public speaking engagements per year in the interest of promoting the

Ambulance Service in the Town of Bellingham, after consultation with the Fire Chief.

5. Maintain the supplies and equipment of the Ambulance in accordance with the current regulations of the Department of Public Health and order such supplies and equipment as may be necessary to properly meet such requirements.

6. Investigate any problems that may arise in the operation of the Ambulance and prepare solutions for such problems. Any operational or policy changes shall be discussed with the Fire Chief prior to implementation.

7. Arrange for special critiques of run reports by appropriate bodies, such as the Milford Hospital Paramedics, in such cases where required by the Commonwealth. For example, runs which result in the utilization of Anti-Shock Trousers. h. Prepare course outlines, and submit the same to OEMS for approval, for such items as the refresher course, special training, arrange for CPR courses, and other courses that will benefit the Town and the EMT's of the Department. Coordinator shall teach such courses where appropriate.

8. The stipend for the EMS Coordinator shall be in accordance with the terms and conditions of the agreement between the parties and any amendments thereto. Non compensated duties shall also be in accordance with the Agreement. All other hours outside the normal working schedule shall be compensated at the rate of time and one-half. Such hours shall be with prior authorization either for individual occurrence or for type of duty.

SECTION 14:

ALS COORDINATOR JOB DESCRIPTION

. The following job description of the position of ALS Coordinator is prepared under the provisions of Article VII, Section 7 of the Agreement between the Town and Local 2071. The ALS Coordinator shall be annually appointed for the period of July 1 to June 30, and shall not assume more than two (2) Coordinator positions except with the mutual agreement of the Local and the Town. 2. The ALS Coordinator shall be responsible for the following duties:

1. Maintain ALS and Paramedic files and ascertains that current information is properly documented in said file as required by the Department and the Commonwealth. The ALS Coordinator shall indicate to the EMS Coordinator any deficiencies or failure to meet standards as indicated by file records by ALS members of the Department.

2. Prepare such reports concerning the Paramedic Service of the Fire

Department as may be required by the Department, the Town, the Commonwealth of Massachusetts and other official agencies and forward to the EMS Coordinator,

3. Assist the EMS Coordinator in preparation of annual or special budget estimations for the Ambulance and when required present such information to the Board of Selectmen, Finance Committee and Town Meetings.

4. Participate in up to three public speaking engagements per year in the interest of promoting the Ambulance Service in the Town of Bellingham, after consultation with the Fire Chief. e. Maintain the ALS supplies, inventory and equipment of the Ambulance in accordance with the current regulations of the Department of Public Health and give the list to the EMS Coordinator when necessary to order such supplies and equipment as may be necessary to properly meet such requirements. f.

Investigate any problems that may arise in the operation of the ALS program and prepare solutions for such problems. Any operational or policy changes shall be discussed with the Fire Chief prior to implementation.

5. The stipend for the ALS Coordinator shall be in accordance with the terms and conditions of the agreement between the parties and any amendments thereto. Non compensated duties shall also be in accordance with the Agreement. All other hours outside the normal working schedule shall be compensated at the rate of time and one-half. Such hours shall be with prior authorization either for individual occurrence or for type of duty.

6. The ALS Coordinator shall assist the EMS Coordinator with the purchase of ALS and BLS supplies. i. The ALS Coordinator shall assist the EMS Coordinator with mandated continuing education and recertification and assists with teaching where necessary.

7. Shall maintain proper records in accordance with OEMS and Region II protocols. Shall maintain the Fire Department Ambulance/Rescue Written Policy and Procedures Manual and critique according to the Continuous Quality Improvement Plan (CRI) of the Procedures Manual, and make necessary recommendations or corrections to procedures. Any problems that cannot be resolved by the ALS Coordinator shall be brought to the attention of the Clinical Director for review. The Fire Chief shall also be made aware of such situations in order to enforce any appropriate actions.

SECTION 15:

EMS & ALS COORDINATOR AGREEMENT

The Town of Bellingham ("Town"), the Bellingham Permanent Firefighters Association Local 2071 ("Union") hereby agree that the following terms and conditions constitute the resolution of a dispute about the filling of the ALS and EMS Coordinator positions under Article VII (Duties of Employees), Section 7 of the Contract, including the grievances arising from the Town's refusal to allow Firefighter John Glennon to resign from the position of ALS Coordinator and Lieutenant Steven Gentile to resign from the position of EMS Coordinator because no member of the bargaining unit was willing to take either position.

1. A member of the bargaining unit is required to perform the duties of the Coordinator positions listed in the Contract, and the Chief will determine who is qualified and/or most qualified (if more than one member applies) to be the Coordinator.

2. The Chief will first attempt to fill the position with a volunteer by posting a notice of an opening for at least seven (7) calendar days. The Chief will determine the most qualified and available (i.e., actively working a regular shift at the Department) applicant and appoint that individual to the position. That member will be obligated to remain in the position for no longer than two (2) years. The incumbent shall provide the Chief at least sixty (60) day's notice if the incumbent wants to resign from the position. Notwithstanding the two (2) year obligation, or any longer term served voluntarily by the incumbent, the incumbent will be obligated to remain in the position for a two (2) month transition period beyond the resignation date.

3. If the process set forth in paragraph number 2 does not result in filling of a Coordinator position, the Chief may assign the duties to the member of the bargaining unit with the least seniority who is both qualified and available, (i.e. actively working a regular shift at the Department) to perform the duties of the position. An involuntary assignment shall last for no longer than two (2) years. Involuntary assignments shall be done on a rotating basis throughout the bargaining unit, from least

seniority to most seniority. The incumbent shall provide the Chief at least sixty (60) day's notice if the incumbent wants to resign from the position. Notwithstanding the two (2) year obligation, or any longer term served voluntarily by the incumbent, the incumbent will be obligated to remain in the position for a two (2) month transition period beyond the resignation date.

4. Any incumbent coordinator – whether serving voluntarily or involuntarily will be obligated to cooperate in the transition to a new Coordinator, including performing some duties of the position, orienting and educating the new Coordinator. The transition period shall be two (2) months and it shall not result in any additional cost to the Department, 5. The terms of this agreement shall apply only to the ALS and EMS Coordinator positions. Therefore, this agreement and the terms herein cannot be used to prejudice the position of either party in any dispute concerning the other coordinator positions or in any other matter or proceeding except one to enforce the terms of this Agreement.

SECTION 16:

HAZ – MAT COORDINATOR JOB DESCRIPTION

The following job description for the position of HAZ - MAT Coordinator is prepared under the provisions of Article VII, Section 7 of the Agreement between the Town and Local 2071. The HAZ - MAT Coordinator shall be annually appointed for the period of July 1 to June 30, and shall not assume more than two (2) coordinators positions except with the mutual agreement of the Town and the Local, The HAZ - MAT Coordinator's job description shall be as follows:

- 1 Shall act as a liaison, at the Chief's direction, between all related HAZ-MAT Teams, agencies and Departments.
2. Shall make recommendations to the Chief or his designee on HAZ - MAT training
3. Shall schedule Department HAZ - MAT training at the Chief's discretion.
4. Shall assist the Chief when necessary in the preparation of annual or special budget estimations in regards to HAZ - MAT equipment or related items.
5. At the Chief's discretion, shall participate in up to three (3) public speaking engagements per year relative to HAZ - MAT.
6. Shall compile and organize related HAZ - MAT data submitted to the Department
7. The stipend for the HAZ - MAT Coordinator shall be in accordance with the terms and conditions of the agreement between the parties and any amendments thereto. Non compensated duties shall also be in accordance with the Agreement. All other hours outside the normal working schedule shall be compensated at the rate of time and one-half. Such hours shall be with prior authorization either for individual occurrence or for type of duty.

SECTION 17:

PUBLIC EDUCATION COORDINATOR JOB DESCRIPTION

The following job description for the position of Public Education Coordinator is prepared under the provisions of Article VII, Section 7 of the Agreement between the Town and Local 2071. The Public Education Coordinator shall be annually appointed for the period of July 1 to June 30, and shall not assume more than two (2) coordinators positions except with the mutual agreement of the Town and the Local.

The Public Education Coordinator shall be responsible for the following duties:

1. Administration and delivery of Public Fire Safety Education Programs, including sessions in the schools, elderly housing, industrial, etc.
2. Maintain files and ascertain that current information is properly documented in said file as required by the Department and the Commonwealth.
3. Prepare such reports concerning the Public Education Programs of the Fire Department as may be required by the Department, the Town, the Commonwealth of Massachusetts and other official agencies. Plans to implement programs, with related costs, will be presented to the Chief, or his designee, prior to implementation.
4. Assist the Fire Chief in preparation of annual or special budget estimations for the programs and, when required, present such information to the Board of Selectmen, Finance Committee and Town Meetings.
5. Participate in up to three public speaking engagements per year in the interest of promoting Fire Safety in the Town of Bellingham, after consultation with the Fire Chief.
6. Seek source funding and/or grants available from Federal, State or private sources. Prepare any and all grant applications to secure said funds. Will fill out reports and records of all expenditures necessary to satisfy reporting requirements of sources and revenue (i.e. S.A.F.E. grants, gift accounts, etc.).
7. The stipend for the Public Education Coordinator shall be in accordance with the terms and conditions of the agreement between the parties and any amendments thereto. Non compensated duties shall also be in accordance with the Agreement. All other hours outside the normal working schedule shall be compensated at the rate of time and one-half. Such hours shall be with prior authorization either for individual occurrence or for type of duty.

SECTION 18:

MAINTENANCE COORDINATOR POSITION

The following job description for the position of Maintenance Coordinator is prepared under the provisions of Article VII, Section 7 of the Agreement between the Town and Local 2071. The Maintenance Coordinator shall be annually appointed for the period of July 1 to June 30, and shall not assume more than two (2) coordinators positions except with the mutual agreement of the Town and the Local.

The Maintenance Coordinators job description shall be as follows:

1. Shall be responsible for planning and supervising the routine maintenance of apparatus and mechanical equipment, portable pumps, saws, SCBA's and apparatus generators.
2. Shall check all apparatus and tools and make any adjustments/light maintenance as needed.
- 3 Shall maintain a maintenance log of all apparatus and equipment.
4. Shall assist the Chief when necessary in the preparation of annual or special budget estimations for the efficient operation of the Department, and when required, present such information to the Board of Selectmen, Finance Committee and Town Meeting, or other Town agencies.
5. Shall participate in maintenance seminars relative to Department vehicles and Equipment.
6. Participate in up to three public speaking engagements per year in the Town of Bellingham.
7. The stipend for the Maintenance Coordinator shall be in accordance with the terms and conditions of the agreement between the parties and any amendments thereto. Non compensated duties shall also be in accordance with the Agreement. All other hours outside the normal working schedule shall be compensated at the rate of time and one-half. Such hours shall be with prior authorization either for individual occurrence or for type of duty.

ARTICLE 19

TRAINING COORDINATOR JOB DESCRIPTION

The job description of Training Coordinator is prepared under the provisions of Article VII, Section 7 of the Agreement between the Town of Bellingham and the Bellingham Permanent Firefighters Association. The Training Coordinator shall be annually appointed for the period of July 1 to June 30. A Coordinator shall not assume more than two (2) Coordinator positions except with the mutual agreement of the Town and the Local.

The Training Coordinator shall be responsible for the following duties:

1. Supervise and coordinate activities related to training for Fire Department personnel.
2. Schedule non EMS training for members of the Department and may delegate material to be covered to other officers and personnel of the Department to instruct. The Training Coordinator may

arrange for outside speakers to teach other matters of interest.

3. Shall keep records of all personnel who attend training sessions and the type of instruction given to each member. It shall also be the function of the Training Coordinator to ensure that all members have adequately grasped the concepts of the training material presented.
4. Shall prepare and forward to the Chief a report of all activities with recommendations for training subjects to be covered. Shall maintain accurate records and files for the proper administration of the Department.
5. Shall assist the Chief in testing any new concept or procedure, equipment or other fire service related supply to fully evaluate for its use, guideline establishment, etc.
6. Assist the Fire Chief where necessary in preparation of annual or special budget estimations or other training activities for the efficient operation of the program, and when required, present such information to the Board of Selectmen, Finance Committee and Town Meetings.
7. Participate in up to three public speaking engagements per year in the interest of promoting the training activities for the Department after consultation with the Fire Chief.
8. The stipend for the Training Coordinator shall be in accordance with the terms and conditions of the agreement between the parties and any amendments thereto. Non compensated duties shall also be in accordance with the Agreement. All other hours outside the normal working schedule shall be compensated at the rate of time and one-half. Such hours shall be with prior authorization for individual occurrence or for type of duty.

Section 20

Staffing Coordinator

The following job description for the position of staffing Coordinator is prepared under the provisions of Article VII, Section 7 of the Agreement between the Town and Local 2071. The staffing Coordinator shall be annually appointed for the period of July 1 to June 30 and shall not assume more than two (2) coordinators positions except with the mutual agreement of the Town and the Local.

The staffing Coordinator's job description shall be as follows:

1. Shall act as a liaison, at the Chief's direction as it pertains to filling and authorizing replacement shifts as per union contract.
2. Shall make recommendations to the Chief or his designee on shift filling training.
3. Shall schedule Department shift filling training at the Chief's discretion.
4. Shall assist the Chief when necessary in the preparation of annual or special budget estimations

regarding shift filling equipment or related items.

5. At the Chief's discretion, shall participate in up to three (3) public speaking engagements per year relative to Crew sense.

6. Shall compile and organize related shift filling data submitted to the Department.

7. Shall be responsible for staffing each shift according to the union contract.

8. Shall work with the IT director on any Crew Sense issues related to shift filling, entering personnel etc.

9. Shall keep all records of time off by employees and assure that blue slips are properly filled out before submitting to the Chief.

10. The stipend for the staffing Coordinator shall be in accordance with the terms and conditions of the agreement between the parties and any amendments thereto. Non compensated duties shall also be in accordance with the Agreement. All other hours outside the normal working schedule shall be compensated at the rate of time and one-half. Such hours shall be with prior authorization either for individual occurrence or for type of duty.

Section 21

Shift Captain Job Description

The Shift Captain is responsible for the command of a shift including the apparatus, equipment and the personnel involved in the combating, extinguishing, and preventing of fires and the saving of lives and property. The Shift Captain is responsible for the discipline of the Lieutenants, firefighters and the proper maintenance of apparatus and equipment in accordance with standing orders and other regulations. The Shift Captain shall respond to an alarm as a member of a Platoon. At an emergency, unless working under a superior officer, the Shift Captain is responsible for incident command and abatement of the emergency, including entering a burning building with Lieutenant's and fire fighters. While subject to the requirements of written orders and regulations and the verbal directions of a superior, the Shift Captain exercises great independence of judgment and action while in command at fires and rescues.

Essential Duties:

1. Substitutes for and acts on behalf of the Chief and/or Deputy Chief whenever they are out of Town (or otherwise unavailable to carry out their duties). In the absence of the Chief and Deputy Chief, and the Fire Prevention Captains, the Captain oversees the Department, supervising all Department personnel.
2. Administers and enforces all Department orders, rules, regulations, and policies.
3. Plans, co-ordinates, directs and performs where required, all fire prevention activities and day to day inspections in the absence of the fire prevention Captains with personnel under his command.
4. Assist the Chief and/or Deputy Chief in fire investigations where required.
5. Plans, co-ordinates, directs and performs training for both permanent and call personnel and reports progress to the Deputy Chief.
6. Performs firefighting duties and other emergency activities as specified in the contract.
7. Assists the Chief and/or Deputy with issues within the Platoon.
8. Ensure that paperwork relevant to a shift is complete.
9. Perform related work as required by the Chief or Deputy Chief.
10. Make decisions as to the best methods of extinguishing the fire and saving of lives unless relieved of command by a superior officer, 11. Conducts informal or formal counseling sessions with subordinates to discuss performance. May conduct post-incident critiques and question subordinates on operations.
12. Compensation to be 10% over lieutenant's salary and receive holiday pay.
13. Will work the 24-hour schedule.

When a shift captain is on leave i.e., vacation, personal, sick etc. the shift will be put out to all Captains. to fill such shifts.

If the shifts cannot be filled, then the shift can be put out to the Lieutenants and will be compensated with Out of Shift Rank Pay.

If the shift still cannot be filled, the available Junior Captain will be ordered to work such shifts.

Promotional Lists Lieutenants will not be allowed to work at station 2 or oversee a shift in any circumstance.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1:

The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this agreement.

SECTION 2:

The grievance procedure shall be as follows:

STEP 1: The employee, or a representative of the Union, shall submit the grievance, in writing, to the Fire Chief within fifteen (15) days after the date of the act or omission giving rise to the grievance, or after the date on which there was reasonable basis for knowledge of the occurrence. The Union Steward or representative must be given the opportunity to be present at any discussion of the grievance between the employee and the Fire Chief. The Fire Chief shall answer the grievance, in writing, within ten (10) working days, excluding leave days, of the Chief after the date the grievance was submitted. A copy of the answer to the grievance shall be given to the Union Steward. STEP 2: If the grievance is not satisfactorily settled in Step 1, it shall be presented in writing to the Town Administrator within 15 (fifteen) days following the Fire Chiefs reply. The Town Administrator and members of this Association shall schedule a meeting to discuss the grievance prior to the Administrator submitting a written answer to the Union. A written answer shall be given to the Local within 15 calendar days following

receipt of the grievance. In The event the Town fails to answer the grievance within the time limit specified, the Union shall provide notice to the Town Administrator or in his absence, to the Chairman of the Board of Selectman with a copy provided to the Fire Chief. Said notice shall be sent by registered mail. Failure to respond within seven days from the date of the notice is sent shall constitute agreement to the remedy sought by the Union. If the grievance is not satisfactorily adjusted in Step 2, it may be brought to arbitration solely by the Union. The Union shall notify the Town Administrator, in writing, within fifteen (15) calendar days of the date of receipt of the Administrator's reply in Step 2 of the grievance procedure outlined above, that it wishes to have the grievance submitted to the American Arbitration Association,

SECTION 3:

All fees and expenses of the Arbitrator shall be borne equally by the parties, Each party shall bear the expense of the preparation and presentation of its own case. If either party desires a stenographic record of the hearing, it shall bear the cost for such record.

The Arbitrator shall be requested to issue his award within thirty (30) days of the close of the hearing

or the date that post-hearing briefs are presented.

SECTION 4:

In the event that two (2) or more unrelated grievances should be referred to arbitration at the same time, either party shall have the right to demand that such unrelated grievances be submitted to a separate arbitrator.

SECTION 5:

Grievances involving disciplinary action shall be processed starting with Step 1 of the Grievance Procedure. If such grievance is not resolved by the parties and is submitted to arbitration, the Arbitrator may order the reinstatement of any employee who is discharged, with or without awarding back pay for the time lost.

SECTION 6:

Suspension or dismissal by the Fire Chief and/or the Town shall only be taken if there is just cause and following a hearing before the Town Administrator. Said action shall be subject to the Arbitration provisions of Section 5 of this Article including the reinstatement provision.

SECTION 7:

This Association and the Town of Bellingham agree that no negative or derogatory information shall be placed in a firefighter's personnel file unless it is a letter of reprimand, and, the firefighter has been afforded knowledge of said reprimand and a copy of said reprimand. The firefighter shall have the right to attach a response to any reprimand placed in his file. All personnel files shall be purged by joint review of the Town Administrator and each firefighter and only existing letters of reprimand shall be retained; firefighters shall have the right to attach a response to each letter of reprimand which shall be retained in the file.

ARTICLE IX
PROMOTIONS

SECTION1:

All future promotions within the Department shall be made available to all permanent Firefighters who are willing to compete for such promotional opportunities by taking the required examination for the open position. All examinations shall be impartial and shall relate to those matters which will fairly test the candidate to discharge the duties of the position to be filled.

SECTION 2:

The procedures to be followed in testing for promotional opportunities shall be developed by the Employer and will be reviewed by the Union prior to being administered to applicants. All tests must conform to all pertinent state and federal statutes and regulations. It is agreed that the Union will function in an advisory capacity only in the development and administration of tests. The results of tests taken for promotional opportunities shall be made known to the Secretary of the union. The name of the successful applicant shall be posted on the Fire Department bulletin board at Headquarters and Station 1.

Section 3:

Bellingham Firefighters Promotional criteria and requirements:

The purpose of this process is to identify the best qualified individuals for promotions without regard to personal preference, prejudices or unsubstantiated opinions.

- (a) Written promotional exam for Captain or Lieutenant, the department will announce by general email to all employees and posting such notice on the department bulletin board.
- (b) The initial component of the promotional process shall be a written examination. Grading of the written test will be conducted immediately following the conclusion of the exam in the presence of the employee. Eligible employees who wish to participate in the examination will be responsible for test preparation materials.
- (c) To be eligible for the written examination, the following time in grade criteria must be met for each rank:

Captain: A candidate must be a permanent member of the Bellingham Fire Department with a minimum of two (2) years of continuous service in the Bellingham Fire Department at the rank of Lieutenant.

Lieutenant: A candidate must have five (5) years experience as a full time career firefighter with a minimum of two (2) years of continuous full time service in the Bellingham Fire Department.

(d) Failure to meet minimum attendance requirements for Promotional Exam:

Captains: If the current Captains promotional list has less than two (2) candidates, and less than two (2) eligible Lieutenants apply for the Captains promotional exam within a specific time it shall be opened to all Lieutenants.

Lieutenants: If the current Lieutenant promotional list has less than two (2) candidates, and less than two (2) eligible firefighters apply for the Lieutenants promotional exam within a specific time it shall be opened to all firefighters with two (2) years experience at the Bellingham Fire Department.

(e) Members that wish to withdraw from the exam must do so no later than thirty (30) days from the exam date. If withdrawal is less than 30 day the member will reimburse the town for the cost of the exam.

Section 4:

Promotional Exam Schedule

1st Monday of April:

Testing applications open, eligible candidates shall notify the Chief in writing within 7 days of intent to take the promotional exam. Candidates should specify the rank of exam as well as verification of eligibility under Section 3(c).

2nd Tuesday of April:

The Chief or his designee shall notify by email and post on the department bulletin board at Headquarters and Station 1 if the attendance qualifications have been met for the Captains and Lieutenants written exam in accordance with Section 3(c)

2nd Thursday of April:

Applications if required for an exam not meeting attendance qualifications outlined
Candidates that meet the criteria below shall notify the Chief in writing within 7 days of intent to take the promotional exam. Candidates should specify the rank of exam as well as verification of eligibility and meet the criteria below and do not meet the criteria in section 3(c).

Captains: If the current Captains promotional list has less than two (2) candidates, and less than two (2) eligible Lieutenants apply for the Captains promotional exam within a specific time it shall be opened to all Lieutenants.

Lieutenants: If the current Lieutenant promotional list has less than two (2) candidates, and less than two (2) eligible firefighters apply for the Lieutenants promotional exam within a specific time it shall be opened to all firefighters with two (2) years experience at the Bellingham Fire Department.

1st Monday of June

The Chief or his designee shall notify by email as well as post a reading list of resource materials upon which the test will be based.

1st Monday of October:

The promotional exam will be held at Police Headquarters 30 Blackstone Street. The exam will begin at 9:00 a.m. and no admittance will be allowed after the start of the exam. No cellphones,

watches or other electronic devices shall be allowed in the classroom during the exam. Failure to comply will result in that candidate's disqualification from the promotional process.

Section 5:

- (a) A passing score of (65) sixty-five or higher must be achieved to continue in the oral interview of the promotional process. An examination will be considered valid if at least one (1) applicant passes the exam with a score of (65) sixty five or higher
- (b) Candidates who achieve a passing score on the written examination will be eligible to participate in the oral exam. The oral exam will be administered by the Chief, Deputy Chief, and Chief and/or Deputy Chief from a neighboring community. Oral interviews will be conducted when the candidate is off duty.
- (c) The Fire Chief shall establish a promotional list using the following weighted components. The final list shall be posted no later than (30) days following the oral interviews.

The process will be based on a 100 point system as follows:

1. Fifty (50) points maximum for written exam 12 points for each correct answer.
 2. Ten (10) points maximum for years of service. One (1) point for every year of continuous service with the Bellingham Fire department over five (5) years.
 3. Fifteen (15) points maximum for job performance.
 4. Ten (10) points maximum for oral interview.
 5. Three (3) points for an Associate's degree,
Five (5) points for a Bachelor's degree.
Seven (7) points for a Masters degree.
- (d) The Chief shall maintain a list based on the scores of the promotional exam criteria above. This list shall be updated after each exam and shall be restructured based on the final scores of each candidate. A candidate's score shall remain active for a 2 year period from the date of exam taken. Candidates may take the exam any time it is offered; however the score of the most recent exam shall supersede any prior exam score. This list shall be posted in

accordance with Section 2 of this agreement.

(e) The Fire Chief Shall promote from the three highest candidates on the list for the filling of one position and from the five highest for the filling of two positions.

(f) Only those positions which are in the bargaining unit of Local 2071 shall be considered as being covered by the provisions of this Article.

(g) Failure to attend any scheduled part of the promotion process without approval

from the Fire Chief will result in a removal from the current process and ineligibility for the next scheduled promotional exam.

SECTION 7:

Only those positions which are in the bargaining unit of Local 2071 shall be considered as being covered by the provisions of this Article.

ARTICLE X

HOURS OF DUTY

SECTION 1:

The schedule of hours shall be posted and any change in the posted schedule hours shall be made and posted one month prior to the ending of the schedule being changed

SECTION 2:

The schedule of hours will not be changed for the purpose of avoiding overtime. It is further agreed that duties normally performed by the Firefighters shall not be performed by anyone other than employees covered by the terms of this Agreement when such employees are available, either on a regular or overtime basis.

SECTION 3:

Regular full-time firefighters will be used before the Department will bring in mutual aid where the Town has the required equipment available and not in use. Departmental EMT personnel reasonably available will be used before EMT personnel are brought in from other communities on a mutual aid basis, so long as the use of such personnel does not result in an unreasonable delay and no personnel, excluding those personnel from Sta. 2, shall be used in excess of those needed.

SECTION 4:

Working hours for firefighters on the platoon system schedule will average forty two (42) hours per week, with one (24) hour shift followed by two (2) consecutive days off, then one (24) hour shift followed by (4) consecutive days off. The hours are 07:00 to 07:00. Employees not on the platoon

system schedule will work an A/B schedule as follows:

Employee 1: Week (A) Monday – Thursday 07:00 to 17:30.

Week (B) Tuesday - Friday 07:00 to 17:30. Employee 2: Week (A) Tuesday - Friday 07:00 to 17:30.

Week (B) Monday – Thursday 07:00 to 17:30.

ARTICLE XI

WAGES

SECTION 1:

The wage rate for employees in the classifications covered by the provisions of this Agreement shall be as shown in the wage schedule below. As stated in Article XII, Section 4 of this agreement, all employees in the bargaining unit will be scheduled to work forty-two (42) hours per week and will receive forty-two (42) hours of pay at the straight time hourly rate set forth below for each year of this Agreement, provided such employee is not absent without pay for the time scheduled.

1) Effective July 1, 2022, increase hourly rates by 2% (two percent)
Effective January 1, 2023, increase hourly rates by 1% (one percent)

2) Effective July 1, 2023, increase hourly rates by 2% (two percent)
Paramedic stipend added to base and then no longer paid (see below)
Effective January 1, 2024, increase hourly rates by 1% (one percent)

3) Effective July 1, 2024, increase hourly rates by 2% (two percent)
\$400 added to base of Paramedics (see below) EMT stipend will be eliminated (see below)
Effective January 1, 2025, increase hourly rates by 1% (one percent)

Clothing Allowance

Effective 7/1/23, Clothing allowance (\$950) will be rolled into base hourly rate by adjusting hourly rate accordingly and no clothing allowance payment will be made after the Nov 2022 payment

SECTION 2:

Employees absent for vacation, paid sick leave, work connected illness or injury, or on other approved leave with pay will be paid forty-two hours of pay for each full calendar week of absence or if for less than a full calendar week they shall be paid for the scheduled number of hours they are absent on a paid leave approved by the Chief of the Department or his designee except as may be otherwise expressly provided by the terms of this Agreement.

SECTION 3:

Paramedic Stipend rolled into base hourly rate and hourly rate will be adjusted accordingly and no Paramedic stipend will be paid after the May 2023 payment and no EMT Stipend will be paid after the May 2023 payment

1. 7/1/23 Paramedic Stipend increased by \$600.00 to \$9,000 and rolled into base wage rate by adjusting rate accordingly.

a. New Wage Schedule position classifications: Firefighter-Paramedic; Firefighter-EMT; Shift Lieutenant; Administrative Lieutenant; Shift Captain and Fire Prevention Captain. No separate paramedic stipend will be paid after the payment made May 2023

2. 7/1/2024 in addition to hourly rate increase Paramedics will have an additional \$400 rolled into the base salary

3. 7/1/2024, EMT stipend eliminated. Hourly wage shall be the base wage without any stipend. No EMT Stipend will be paid after June 30, 2024.

SECTION 4:

EMT's and/or Firefighters with training recognized by the Commonwealth for any or all of the following categories shall be annually paid the sum listed below, with one-half (1/2) paid no later than the first pay period in July, and the remaining one-half payable no later than the first pay period in December.

CERTIFIED RESCUE DIVER,
P.A.D.I. OR EQUIVALENT \$ 0.00

SECTION 5:

Any employee reaching five (5) years of service prior to December 1st shall receive \$150.00 annually, payable no later than the first pay period in December. Effective as above described and for each year of service in excess of five (5) years, each employee shall receive an additional \$30.00 annually, payable no later than the first pay period in December.

SECTION 6:

No member's payroll shall be altered without written notification from the Chief or designee to the member. This notification shall also include an explanation.

SECTION 7:

Education Stipends

Effective 7/1/2023 Paramedicine added to accepted degrees

Employees who have earned a degree in either fire science or Paramedicine shall be compensated annually as follows:

Associates Degree 7/1/2023 increase by \$1,000.00 to \$3,350.00

Bachelor's Degree 7/1/2023 increase by \$1,000.00 to \$4,100.00

Said sum payable as follows: one-quarter (1/4) payable no later than the first pay period in September, December, March, June. The Town shall not reimburse employees for costs associated with obtaining these degrees (i.e. tuition, books, and fees).

SECTION 8:

The employer shall reimburse any Firefighter for fees and books required for educational courses which are related to the Firefighters work and which are approved in advance by the Fire Chief. Reimbursement will be made upon presentation of evidence that the Firefighter has satisfactorily completed the course taken. In addition, upon successful completion of credit hours offered by the Massachusetts Fire Academy, each firefighter shall be compensated his hourly wage for any and all hours obtained off duty (not to exceed forty five (45) hours during a fiscal year. Compensation for these hours will be conducted in the following manner:

Each member will receive forty five (45) hours of Academy time per fiscal year for a total bargaining unit of eleven hundred and seventy (1170) hours of straight time pay. If a member voluntarily uses more than the allotted forty five (45) hours the additional hours can be "banked" until June 1st for potential payment if there are still hours left over from the eleven hundred and seventy (1170) hours allotted to the bargaining unit. After June 1st and before June 30th members who have "banked" hours exceeding their allotted forty five (45) may meet with the Chief and the Union to determine the fair and equitable allocation of payments from the leftover hours remaining within the "bank." An equivalent course would require advanced approval by the Chief.

SECTION 9:

EMT-P's will be compensated two (2) hours at the overtime rate to attend required M & M rounds off duty. EMT-B's may attend M & M rounds and will be compensated at two (2) hours overtime rate, off duty, not to exceed what is required by EMT-P's.

ARTICLE XII

OVERTIME DUTY

SECTION 1:

Each employee shall be paid overtime at the rate of one and one-half (1-1/2) times his base wage as is set forth in Article XI for work he performs in excess of his schedule requirements. The provisions of this Section shall prevail whether the employee is recalled to duty or whether he is required to work beyond his regular daily scheduled hours.

SECTION 2:

An employee called to duty when he is not regularly scheduled to do so shall be considered to be on recall and shall be paid at the overtime rate of one and one-half (1- 1/2) times his base wage for all hours worked on recall. Each employee on recall shall be guaranteed a minimum of four (4) hours pay at said overtime rate. Employees asked to report early for their assigned shift or tour of duty, or who remain on duty at the request of the Chief or his designee after the end of their regular shift or tour of duty shall be paid overtime for such time worked, but in no case less than one-half hour.

SECTION 3:

Permanent firefighters will have first refusal on all special details before and after normal working hours.

SECTION 4: Details and Partial Shifts

No employee shall be discriminated against nor disciplined for his refusal or failure to accept offered overtime duty. In all cases, overtime duty shall be first offered to the employee whose name appears atop the list by reason of his lowest total number of hours thereon, notwithstanding the fact that such employee has just concluded his regularly scheduled tour of duty.

Section 4A Shift filling (Vector Solutions Crewsense):

Open shifts and details shall be filled using Shift filling software (Vector Solutions Crewsense) or equivalent. By the Shift filling Coordinator, Chief or his designee.

(a) Rotating lists by number of hours worked or if more than one member has the same number of hours it shall be placed in order by seniority. The following lists shall be made Captains, Lieutenants, Officers, Promotional Officers, Firefighters, Details.

(b) These lists shall be reset to "0" on July 1 of each year.

(c) The lists and system shall be maintained by the Town of Bellingham Public Safety MIS person.

Section 4B: Details and Partial Shifts:

The Detail rate shall be fifty dollars (\$58.00) per hour. In no case shall the Bellingham Fire Department detail rate be less than the Bellingham Police Department detail rate.

Details shall be a minimum of four (4) hours. Details exceeding four (4) hours shall automatically advance to a minimum of eight (8) hours. Details with duration in excess of eight (8) hours shall be compensated for the actual number of hours worked. Members who are called to duty for partial shifts of the regular suppression/EMS staffing shall be compensated in accordance with the overtime provision of this agreement.

(a) Details and partial shifts shall be filled on a rotating basis and shall be maintained on the shift filling software (Vector solutions Crewsense) in accordance with Section 4A.

Section 4C: Full Shifts:

(a) Full shifts shall be filled on a rotating basis and shall be maintained on the shift filling software (Vector solutions Crewsense) in accordance with Section 4A.

(b) The town shall make all efforts to maintain a Captain at headquarters and a Lieutenant at Station 1 for all shifts.

(c) The members that leave generates a shift to be replaced shall be filled from the respective list by seniority in rank.

(d) Officers will be allowed to fill a Firefighter's shift once attempts to fill from the Firefighter's list have been exhausted. If in the event the Officer's list is exhausted the junior Firefighter shall be ordered to work.

(e) At least fourteen (14) days prior to an approved absence from duty the Chief or his designee shall fill open shifts that have been requested prior to the fourteen (14) day request. As outlined in Section 4A

. No platoon employee shall be penalized for refusing overtime the four (4) days prior to a full vacation or tour, nor shall any non-platoon employee be penalized for refusing overtime the two (2) days prior to a full vacation week or tour. An employee on authorized leave will not be penalized for refusal of overtime during the day on which he is off. The employee may, however, be asked to work details and other open shifts with the exception of the shift that he is scheduled off.

Section 5:

No Member shall work more than thirty-eight (38) straight hours or three straight shifts. Hours in excess of thirty-eight (38), may be allowed with approval of the Chief or his designee. Employees shall not be eligible for overtime for a period of twenty-four (24) hours from the start of the shift, which was missed as illness, OJI, family sick leave, bereavement leave. In the event that the employee will be on the above leave for an extended period, the employee will be prohibited from working overtime until the employee can return to duty. While on OJI or any Sick Leave the employee will be prohibited from accepting any overtime shifts.

Section 6:

Subject to approval in advance an employee will be permitted to be absent with pay from scheduled work time provided he arranges for an employee of equal ability and skill to work in his place. It is understood

and agreed that the absent employee will be fully responsible for paying the employee who takes his place, and that the town will incur no additional expenses or obligation by such "swap" of duties.

SECTION 7:

The Town of Bellingham ("Town") and the Bellingham Permanent Firefighters Association Local 2071 ("Union") agree that the following terms and conditions will resolve issues arising from situations where two firefighters have agreed to swap shifts/hours (a "swap") and the substitute firefighter, due to an on the job injury, starts but does not complete the shift/hours the substitute firefighter has agreed to work for the regularly scheduled firefighter. This Agreement will also resolve the dispute at issue in AAA Case No. 11-390-02817-04.

1. The regularly scheduled firefighter will be obligated to work the shift/hours that the substitute firefighter started but was unable to complete. The regularly scheduled firefighter will do so by working shift/hours of the substitute firefighter within six (6) months and documenting the same to the Chief. If the time is not worked within the six (6) month period, with documentation to the Chief, the Chief can assign the regularly scheduled firefighter to a shift/hours that the substitute firefighter was scheduled to work (even if the substitute firefighter has not returned from the injury) to make up the shift/hours. The Chief's assignment shall supersede any overtime provisions of the Contract.

2. The parties agree that if a firefighter has to leave for any other reason than an on the job injury while working a swap (for example, going home sick), it will be enforced like any other swap.

3. Other than any overtime cost the Department might incur from replacing an injured substitute firefighter in the circumstances described above, section 6 of Article XII of the Contract shall continue to apply, "An employee will be permitted to be absent with pay from scheduled work time provided he arranges for an employee of equal ability and skill to work in his place. It is understood and agreed that the absent employee will be fully responsible for paying the employee who takes his place and that the Town will incur no additional expenses or obligation by such "swap" of duties."

4. The Union waives any and all claims or causes of action of any kind against the Town of Bellingham, its officers, agents, employees and elected officials ("Town of Bellingham et al") related to or arising out of AAA Case No. 11-390-02817-04. The Union will promptly withdraw the case from arbitration, with prejudice to re-filing.

5. This Settlement Agreement and the terms herein may not be used to prejudice the position of the Town or the Union in any pending or future matter except to enforce its terms.

ARTICLE XIII

PAID HOLIDAYS

SECTION 1:

The following days shall be paid holidays for the employees covered by the provisions of this Agreement:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Easter Sunday	Martin L King Day
Juneteenth	

Or the day of celebration thereof.

SECTION 2:

A holiday falling within an employee's vacation period or during a period of paid sick leave shall not be charged to vacation leave or sick leave.

SECTION 3:

Platoon employees shall receive for each paid holiday, in addition to their regular weekly compensation, an additional day's pay equivalent to one-fourth (1/4) of their weekly compensation as set forth in Article XII of this Agreement. An employee shall not be entitled to receive holiday pay for each said holiday unless he worked, or was on any type of leave authorized by this Agreement, both his last regularly scheduled work day before and his first regularly scheduled work day after each said holiday.

ARTICLE XIV

VACATIONS

Employees covered by the provisions of this Agreement will be granted vacation leave, with pay, in accordance with their service as permanent Firefighters. Years of service shall be determined in accordance with each employee's anniversary date during the vacation year.

SECTION 1:

For employees working the Platoon System Schedule:

- (a) One (1) year but less than five (5) years of service Eight working days.
- (b) Five (5) years but less than ten (10) years of service Twelve working days.
- (c) Ten (10) or more years of service Sixteen working days
- (d) Twenty (20) or more years of service Twenty working days.

SECTION 2:

For all employees not working the Platoon System Schedule:

- (a) One (1) year but less than five (5) years of service Two weeks.
- (b) Five (5) years but less than ten (10) years of service Three weeks.
- (c) Ten (10) or more years of service Four weeks.
- (d) Twenty (20) or more years of service Five weeks.

SECTION 3:

For employees on the Platoon System, a week of vacation shall consist of four (4) consecutive tours of duty. Employees not on the Platoon Schedule shall receive four (4) consecutive scheduled days off as a week of vacation.

SECTION 4:

Not more than four (4) permanent Firefighters may be scheduled for vacation during any one day, provided, however, that in the event more than three (3) overtime replacements are generated by such vacation use then not more than three (3) permanent Firefighters may be scheduled for vacation during any one day. Requests for vacation time which exceeds three (3) overtime replacements during any one day shall be granted at the discretion of the Chief or his designee, subject to availability of replacements, in the event of no available replacement, the junior firefighters leave shall be canceled. However, firefighters "locked in" as specified in this section would be exempt from cancellation of leave day. To the extent possible: each employee will be granted two (2) weeks of eight (8) working days off duty, as vacation time during the months of June, July and August. A vacation of more than two (2) consecutive weeks or eight (8) consecutive working days may be taken only with the prior approval of the Chief or his designee. For all employees who submit vacation requests prior to April 1 for the period April 1 through December 31, this scheduled vacation leave shall not be subject to seniority "bumping". Scheduled vacation leave may be changed only for valid reasons.

SECTION 5:

The vacation year shall be the fiscal year and all vacation leave due an employee during any vacation year must be taken during that year.

SECTION 6:

Employees will be allowed to take three (3) weeks or twelve (12) working days, whichever is applicable, as individual scheduled days or as six (6) days and six (6) working nights.

SECTION 7:

Employees will receive their vacation pay in advance, provided the request is made in writing to the Chief or his designee, at least three (3) weeks prior to the vacation period requested.

SECTION 8:

In case of termination or retirement of an employee the Employer will pay such employee any vacation leave due and unused as of the date of termination or retirement. In case of death of an employee such payment will be made to the deceased employee's spouse or estate.

SECTION 9:

A calendar shall be posted with all requested vacation and personal days noted.

ARTICLE XV

SICK LEAVE

SECTION 1:

Sick leave with pay is the number of days which may be granted to an employee without deduction from his/her regular pay for absence:

- (a) When incapacitated for the performance of their duties by sickness or injury (not including pregnancy).
- (b) For medical, dental or optical examinations or treatment.
- (c) When, through exposure to contagious disease, the presence of the employee at his/her regular work might jeopardize the health of others; or
- (d) By reason of the serious health condition of a member of an employee's immediate family defined as mother, father, spouse, child, stepchild, non related/related household members requiring the care and attendance by the employee and limited to (5) five days in any calendar year.

Upon request, the employee may be required to provide a physician's certificate stating the general nature of the illness or injury requiring the attendance of the employee, to demonstrate eligibility under the sentence above. Where the serious illness or injury is prolonged or recurring, resulting in a request for sick leave in excess of five days in a calendar year, sick leave will be permitted provided: (1) a physician's certificate, as stated above, is given to the Chief, and (2) the employee has first exhausted all the other available time (i.e. vacation, personal). The Chief shall maintain exclusive confidentiality on all information contained on the physician's certificate. Serious health condition shall be defined as follows:

Serious health condition means an illness, injury, impairment, or physical or mental condition of a child, parent or spouse which warrants the participation of a family member to provide care during a period of the treatment, or supervision of the child, parent or spouse and also involves either an inpatient facility or continuing treatment or continuing supervision by a health care provider.

Abuse of sick leave may result in suspension without pay or discharge.

SECTION 2:

Each permanent Firefighter of the Bellingham Fire Department, shall receive fifteen (15) sick days per year, accumulative to one hundred and twenty (120) sick days. A sick day is defined as a working day or night. Accumulation beyond one hundred and twenty (120) days per employee will be credited to a "bank" of sick leave credit which may be made available to an employee who, because of a long, sustained illness, uses up all the sick leave credit they have accrued. The amount of sick leave credit which an individual employee may borrow from the bank will be determined by a committee of three (3) members of the bargaining unit whose decision will be final and not subject to review of the grievance procedure. An employee who is loaned sick leave credit from the "bank" must, upon return to work, repay any and all sick days credited to him. No sick leave with pay will be granted to an employee until the employees have completed their probationary period. Annually, as of January 1 of each year, the Employer will provide each employee with a statement of accumulated sick leave credit.

SECTION 3:

For absences of three (3) days or less, the certification of the employee as to the reason for absence will be accepted and a physician's certificate will not be required, except that where an employee has been notified that his record of absenteeism has been unsatisfactory, the employer may require corroborating evidence. Such action shall not be grievable nor will it become a part of the employee's permanent record. For absence due to illness or injury where the employee is out for more than three (3) days, a physician's certificate or other evidence satisfactory to the Fire Chief may be required.

SECTION 4:

No employee who is absent because of a non-work connected illness or injury in excess of the time for which they are paid sick leave or vacation leave pay, shall accrue sick leave, vacation credit or receive holiday pay. Employees who are absent because of a work-related illness or injury shall continue to accrue sick leave and vacation leave credit for the first twelve (12) months of disability. The accrual and payment of such benefits shall not result in income to the employee which would be greater than the employee's regular rate of pay.

SECTION 5:

In case of termination due to death, or retirement, the Employer will pay an employee's accrued and unused sick leave credit, up to a maximum of ninety (90) days to the employee; in case of retirement, or in case of death to the employees' spouse or estate.

SECTION 6:

Employees shall be prohibited from employment outside the home while on sick or injured leave for a period of twenty four hours from the start of the shift which was missed for an illness. In the event the employee will be on sick leave or OJI status for an extended period (i.e. 3 shifts or longer) the employee will be prohibited from employment outside the home until the employee can return to duty.

ARTICLE XVI

IN LINE OF DUTY INJURY OR ILLNESS

SECTION 1:

- a) Firefighters injured on duty shall be covered under Massachusetts General Law Chapter 41, Section 111F.
- b) At no cost to the employee, the Fire Chief or his designee may request notification of the employee's ability to work.
- c) At the Town's request, provide and release in writing to the Town's selected attorney, The Town of Bellingham OKI Ch 41, 111F Agent, and the Town physician involved in the claim, all medical evidence and documentation pertinent to the diagnosis and treatment of job related injury or illness. Exclusive medical confidentiality shall be maintained between the Town Selected Attorney, the OJI Agent, and the Town physician, and Fire Chief
- d) The employer may refer the employee for an examination to determine fitness for duty. Where the Town is sending an employee for a fitness for duty exam, The cost for such examination shall be borne by the Town.
- e) Employees out on injured leave shall not be eligible to work any overtime or outside employment as described in Article XV, Section 6.

SECTION 2:

Notwithstanding any other provisions of this agreement, employees who are injured in the line of duty shall not receive the following benefits after twelve (12) months of paid injury in the line of duty leave.

- (a) Holiday pay
- (b) Clothing Allowance
- (c) Accrual of sick leave and vacation leave

ARTICLE XVII

LIGHT/MODIFIED DUTY

SECTION 1:

Subject to the conditions set forth in this article and this agreement, the Chief may require, subject to medical clearance, an employee who has been injured on duty to perform light duty he or she is able to perform on a full-time/part-time capacity, unless the employee is actively pursuing accidental disability retirement. Any and all hours worked on light duty per Doctor's order shall be cited as a work day. Once application for retirement is made, the employee shall return to his prior IOD status or sick leave whichever is appropriate. If the local Retirement Board denies his/her application, the employee shall return to light duty only to fill the remainder of his/her one-year term. (The one-year term shall not include that period of time that his/her application for retirement was pending). The Chief may reassign an employee to the day shift regardless of any provision in this agreement.

The day shift shall be in accordance with the day shift Lieutenant schedule.

SECTION 2:

It is not intended that light duty assignments under this article shall in any case be permanent assignments; such assignments shall not extend beyond one year.

SECTION 3:

Employees on light duty shall not be considered to be part of the fire suppression or EMS forces. No employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status. Light duty shall not include driving of ambulances, fire suppression emergency vehicles, or any other vehicle for emergency purposes. Light duty personnel shall not be used to count as a substitute for the able bodied firefighters on fire suppression or EMS duty.

SECTION 4:

Light duty may be required by the Chief only after the employee's or the Town's physician finds that the employee is fit to perform such duty. If the employee's physician and the Town's physician disagree as to fitness for light duty, the two physicians shall designate a third physician of the appropriate medical specialty who, at the expense of the Town, shall determine the employee's fitness for light duty, and such determination shall be binding on all parties, and not subject to the grievance procedure.

SECTION 5:

Light duty assignments by the Chief shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned, after consultation between the Chief, employee, and the Union.

SECTION 6:

The employee on light duty shall be released by the Chief to attend physician appointments or therapy in connection with the injury or illness that has put the firefighter on light duty.

SECTION 7:

Employees experiencing illness or injury in a non-duty status may be required by the Chief to perform light duty only after the employee's Doctor finds that the employee is fit to perform such duty. Such approval shall not be unreasonably withheld.

SECTION 8:

Employees on light duty remain on pay and work status for the purposes of benefits such as, but not limited to, accruing vacation time and sick time, receiving holiday pay and other such benefits and wages that are earned by working.

ARTICLE XVIII

CLOTHING ALLOWANCE

SECTION 1:

Effective 7/1/23, Clothing allowance (\$950) will be rolled into base hourly rate by adjusting hourly rate accordingly and no clothing allowance payment will be made after the Nov 2022 payment . In addition, the Town will pay the cost of uniform equipment required by the Chief, such as, designation buttons, badges, patches, EMT patches, Nomex hood, and protective clothing such as helmets, coats, boots, gloves, mittens, and other similar items, including one (1) night hitch.

SECTION 2:

The employer agrees to pay for the repair or replacement of all personal items, such as dentures, prescription ground eyeglasses, when such items are damaged or destroyed in the line of duty, provided such damaged or destroyed items are reported to the Chief in writing upon occurrence.

SECTION 3:

Upon hiring, a new employee shall be completely outfitted at no cost to himself. Such initial outfitting shall include four work pants, four work shirts, two pairs of high quality leather work shoes or boots, one work jacket similar to current general wear of the permanent firefighters, and new protective clothing outfit, and all other items included in Section 1 of this Article.

SECTION 4:

Employees outfitted under the terms of Section 3 of this Article will not receive the next regularly scheduled clothing allotment as specified in Section 1.

ARTICLE XIX

AUTHORIZED LEAVE

Subject to the operating needs of the Department, as they are determined by the Chief, leaves of absence without loss of pay may be granted for the following reasons:

- (1) Inoculation(s) required by the Town
- (2) Red Cross or other blood donations authorized by the Department
- (3) Medical examinations
- (4) Attendance at educational programs required or authorized by the Town or Department Head.

ARTICLE XX

BEREAVEMENT LEAVE

Leave, without loss of pay, shall be granted to employees when there is a death in the employee's family, in accordance with the following provisions:

SECTION 1:

In case of death of a father, mother, spouse, non-related household member, child, or step child, of an employee, the employee shall be entitled to a leave of absence from the time of notification of the death to and including the day following the funeral, not to exceed four (4) days. Absences in excess of four (4) days shall be charged to any accrued leave (i.e. vacation, sick, personal) at the employee's choice, in no case to exceed five (5) days after the day of the funeral.

SECTION 2:

In case of death of a mother-in-law, father-in-law, sister or brother of an employee, the employee shall be entitled to a leave of absence from the time of notification of death to and including the day of the funeral, not to exceed four (4) days. Absences in excess of four (4) days shall be charged to any accrued leave (i.e. vacation, sick, personal) at the employee's choice, in no case to exceed five (5) days after day of funeral.

SECTION 3:

In the case of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee shall be entitled to a leave of absence covering the day before and the day of the funeral.

SECTION 4:

In case of the death of a nephew, niece, aunt or uncle, the employee shall be entitled to a leave of absence for the day of the funeral and the day prior to the funeral if reasonably necessary or convenient to attend the funeral.

SECTION 5:

Pay shall be granted, in the case of bereavement leave, for the time lost from scheduled days or tours of duty only.

ARTICLE XXI

LEAVES OF ABSENCE

SECTION 1:

JURY DUTY: The employer agrees to make up the difference between an employee's regular weekly gross wages and the compensation received for jury duty. Travel allowances received shall not be considered as part of the compensation received for jury duty. Employees who serve on a jury shall present evidence of jury pay received to the Fire Chief and the Town will pay the amount due the employee as promptly as possible. An employee who is notified that he is to serve on a jury shall inform the Chief or his designee of such notice without delay.

SECTION 2:

An employee who spends time in Court as a witness or in any other capacity on behalf of the Town and in which the Town is a defendant, or as a result of a mutual agreement between the parties, shall be paid for such time if it falls outside his scheduled work hours, in accordance with the overtime provisions of this Agreement. Court time falling within regularly scheduled hours shall be paid as regular hours worked, subject to the conditions described above. An employee who spends time in court as a witness not in behalf of the Town or in which the Town is not a defendant, shall be paid for such time if it falls outside his regular scheduled hours of work, as for regular hours work but shall reduce said pay by a sum received as fees which are in excess of the expenses paid; and if within his regularly scheduled hours he shall be paid as for regular hours worked. The provisions and benefits of this paragraph are subject to the employee's being summoned as a witness as a direct result of employment.

SECTION 3:

Leaves of absence will be granted to employees for Reserve or National Guard encampments, not to exceed seventeen (17) days per year. The employer will make up the difference in pay between the employee's regular earnings and the pay received for such military duty. When reasonably necessary or convenient, employees shall be entitled to leaves of absence under this provision for shifts immediately proceeding or subsequent to scheduled encampment duty.

SECTION 4:

Employees shall be granted two (2) scheduled shifts or tours of duty off with pay during each calendar year for personal reasons and such time shall not be charged to sick leave or vacation leave. Except in emergency situations, such personal leave days will be requested in writing three (3) days in advance. The Chief or his designee will return an initial copy to the employee as approval of the leave day requested within twenty-four (24) hours of receipt of such request.

SECTION 5:

Non-platoon personnel will be permitted to split their two personal days in one half day segments provided no additional overtime costs are incurred.

ARTICLE XXII

UNION REPRESENTATIVES

SECTION 1:

The Union Secretary shall furnish the Fire Chief, Personnel Board and the Board of Selectmen with a written list of its officers immediately after their designation and promptly notify the Chief and the Personnel Board of any changes in the list.

SECTION 2:

Employees covered by this Agreement who are officers and/or representatives of Local 2071, (not to exceed two, provided no overtime costs are incurred by the second representative), shall be allowed time off with pay for all Union Business in relation to contract negotiations and in connection with the administration of this Agreement.

SECTION 3:

Employees covered by this Agreement, who are officers of Local 2071, (not to exceed one (1) per platoon), shall be allowed to take time off, with pay, for the purpose of attending national, state, or regional conventions or meetings of the I.A.F.F., AFL CIO and the Professional Firefighters of Massachusetts and for the purpose of attending courses, seminars or other educational programs sponsored by the I.A.F.F., AFL-CIO, or P.F.F.M. Such time shall be limited to a maximum of six (6) days per contract year for each officer of Local 2071, not to exceed a total of Twelve (12).

ARTICLE XXIII

MISCELLANEOUS

SECTION 1:

Bulletin board space where announcements can be posted shall be located in conspicuous places where employees enter or leave the premises. Parties to this Agreement affirm that no political, derogatory, inflammatory or denunciatory material shall be posted.

SECTION 2:

Should any provision of this Agreement be in conflict with any federal or state law, except as provided in Chapter 150E, Sec. 7 of the Massachusetts General Laws, or found invalid by any court or administrative agency or competent jurisdiction, all other provisions of this Agreement shall remain in full force and in effect for the duration of this Agreement.

SECTION 3:

The Employer will notify the Union in advance of any changes in the amount of deductions to be made from an employee's pay, except as such changes may be required by federal or state law, or as to the time when such deductions are to be made.

SECTION 4:

A Two Thousand (\$2,000.00) Dollar life insurance policy will be provided for each employee with the premium to be paid in full by the Town if agreed to by an appointed authorized group. The Town shall pay fifty (50%) percent of the cost of Group Hospitalization coverage. In the event that an appointed authorized group votes to increase the percentage paid by the Town, the fifty (50%) percent figure in the Agreement will be increased accordingly.

SECTION 5:

The Union shall be allowed to hold any of their regular or special committee meetings at the Fire Station(s). The Chief or his designee should be notified in advance.

SECTION 6:

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

SECTION 7:

It shall be the goal of the Town and the Union to have as many of the Department's firefighters on the payroll prior to July 1, 1999 ("existing employees") voluntarily trained to the EMT-P level to maintain EMT-P staffing

in the Department as set forth in paragraph 11. In order that this goal might be accomplished, recruitment and training of the existing members shall be as set forth: FY2000 up to (four); FY2001 up to (four); and one each fiscal year thereafter.

SECTION 8:

In the event that layoffs are necessitated at any time in the future within the Department, all such layoffs shall be made strictly in accordance with seniority without regard to the paramedic training certification qualifications.

SECTION 9:

Once there is a paramedic on each shift a minimum of one paramedic will be maintained on each shift providing it meets ALS licensing requirements. After that minimum is reached, a firefighter/EMT can be hired to replace an absent paramedic. There will be no refusal charged to a firefighter who comes up for a paramedic shift but is skipped because the firefighter is not certified as an EMT-P. The Town shall have the right to offer overtime to bargain unit paramedics first, in the order of rotation on the list, to meet the minimum ALS licensing requirements.

SECTION 10:

The Town will commit to a "no layoff" clause for this one year period.

ARTICLE XXIV

STABILITY OF AGREEMENT

SECTION 1:

No agreement, understanding, alteration or variation the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

SECTION 2:

The failure of the Employer or the Union to insist, in any one or more incidents, upon the adherence to the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or condition, and the obligation of the Employer or the Union to such future performance shall continue in full force and effect.

SECTION 3:

Mandatory Re-Opener – The parties agree that the settlement of the salary article of this Agreement is contingent upon the Town's representation concerning its ability to pay and its desire that all employee

groups be treated equitably given the limits of the Town's resources. Accordingly, in the event the Town of Bellingham enters into, signs and funds an agreement which provides an across the board base salary adjustment in excess of nine percent (9 %) over the life of a three (3) year agreement covering the period fiscal year 2022-2025, then this Agreement shall be re-opened forthwith for the purpose of negotiating an adjustment in salary to provide in addition to the increase already negotiated herein, the difference represented in such other voluntary agreement. And further this Agreement shall be re-opened in the same manner and for the same purpose in the event another unit's agreement, covering a different period of fiscal years, provides a base salary adjustment for any year in excess of that already provided herein. Such re-opener shall relate to the year in which the excess applies. The above re-opener shall apply to agreements reached with any bargaining unit in Town. If for any reason the parties fail to reach agreement as to the appropriate adjustment in salary, then either party shall have the right to invoke arbitration to determine what the appropriate adjustment in salary should be in order to meet the Town's commitment of equitable treatment. The parties may select an arbitrator by mutual agreement or through the procedures otherwise in force under this Agreement.

ARTICLE XXV

DURATION

SECTION 1:

This Agreement shall take effect on July 1, 2022 and shall continue in full force and effect until midnight June 30, 2025 and from year to year thereafter, unless no later than November 1, prior to July 1, 2025 or the expiration date of any automatic renewal, either party notifies the other, in writing, by certified mail or by hand delivery, that it desires to renegotiate and amend the Agreement. Such notice shall be accompanied by a copy of the changes proposed.

SECTION 2:

During any period of negotiations between the parties hereto, the provisions of this Agreement shall remain in full force and effect until such time a new Agreement takes effect.



TOWN OF BELLINGHAM

10 Mechanic Street * Bellingham, MA 02019
(Tel) 508-966-2967 (Fax) 508-966-4303
bsmith@bellinghamma.org

Town of Bellingham ("Town") and Local 2071 IAFF, AFL-CIO, Bellingham Permanent Firefighters Association ("Union") agree to resolve their dispute about what the parties' July 1, 2022, through June 30, 2025 Memorandum of Agreement ("MOA") for the successor collective bargaining agreement requires for the calculation of the base hourly rates of Shift Lieutenants, Administrative Lieutenant, Shift Captain and Fire Prevention Captains.

1. Effective July 1, 2023, the base hourly rate for Shift and Acting Shift Lieutenants will be 15% higher than the Firefighter hourly rate of equal EMT certification.
2. Effective July 1, 2023, the base hourly rate for Shift Captains and Administrative Lieutenant will be 10% higher than the Shift Lieutenant hourly rate of equal EMT certification.
3. Effective July 1, 2023, the base hourly rate for Fire Prevention Captain will be 15% higher than the Shift Lieutenant hourly rate of equal EMT certification.
4. The rate schedule attached as Exhibit A reflects the base hourly rates for effective July 1, 2023.
5. In consideration of the resolution of the dispute, the Union waives any and all claims about how the Town has calculated the base hourly rates of the Firefighter, Lieutenant and Captain's positions prior to the date of this Agreement; including without limitation any claims under the parties' collective bargaining agreement and/or in any other forum.

Town of Bellingham

Kelly M. A. 5/15/2023
Selectboard, Vice Chair Date

Beth Cornell-Smith

Beth Cornell-Smith, Interim Town Administrator Date

Bellingham Permanent
Firefighters Local 2071

[Signature] 5/12/23
President Date

5/15/23

EXHIBIT "A"

		FY23		
		FY22 6/30/2022	2% 7/1/2022	1% 1/1/2023
15% more than FF	FIREFIGHTER	EMT	27.57	28.12
10% more than LT	LIEUTENANT	EMT	31.71	32.34
10% more than LT	ADMIN LT	EMT	34.88	35.58
10% more than LT	SHIFT CAPTAIN	EMT	34.88	35.58
15% more than LT	CAPTAIN	EMT	36.45	37.18

	FY24		
	2% 7/1/2023	1% 1/1/2024	ESTIMATED ANNUAL
	29.41	29.71	64,559
	33.82	34.17	74,243
	37.21	37.58	81,674
	37.21	37.58	81,674
	38.90	39.29	85,385

	FY25		
	2% 7/1/2024	1% 1/1/2025	ESTIMATED ANNUAL
	30.30	30.61	66,515
	34.85	35.20	76,493
	38.33	38.72	84,142
	38.33	38.72	84,142
	40.08	40.48	87,966

15% more than FF	FIREFIGHTER	PARAMEDIC	27.57	28.12	28.40
10% more than LT	LIEUTENANT	PARAMEDIC	31.71	32.34	32.66
10% more than LT	ADMIN LT	PARAMEDIC	34.88	35.58	35.94
10% more than LT	SHIFT CAPTAIN	PARAMEDIC	34.88	35.58	35.94
15% more than LT	CAPTAIN	PARAMEDIC	36.45	37.18	37.55

	33.62	33.95	73,786
	38.66	39.04	84,854
	42.52	42.95	93,330
	42.52	42.95	93,330
	44.46	44.90	97,583

	34.82	35.16	76,418
	40.04	40.44	87,881
	44.04	44.48	96,669
	44.04	44.48	96,669
	46.04	46.50	101,063

Step 1: Calculate the hourly rate impact of adding stipends to BASE
2184 Work hours in year

Annual	Hourly	
950.00	0.43	Clothing
9,000.00	4.12	Paramedic
9,950.00	4.56	Total

Annual	Hourly	
400.00	0.18	Paramedic Base

Step 2: Add the stipends to the BASE and then increase the new BASE by 2%

FY24	
EMT POSITIONS	
28.40	Base rate before stipends
0.43	Clothing stipend
-	Paramedic stipend
28.84	Rate with stipends rolled in

FY25	
EMT POSITIONS	
29.71	Base rate before stipends
-	Clothing stipend
-	Paramedic stipend
29.71	Rate with stipends rolled in

0.58	2% Incr on 7/1/2023
29.41	

0.59	2% Incr on 7/1/2023
30.30	

PARAMEDIC POSITIONS

28.40	Base rate before stipends
0.43	Clothing stipend
4.12	Paramedic stipend
32.96	New Rate with stipends rolled in

PARAMEDIC POSITIONS

33.95	Base rate before stipends
0.18	Paramedic base incr \$400
34.13	Rate with para base increase

0.66	2% Incr on 7/1/2023
33.62	

0.68	2% Incr on 7/1/2024
34.82	