

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 2015, 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 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

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 employees must complete probation as specified and successfully complete the Massachusetts Firefighter Academy Recruit Program (“Recruit Program”), or equivalent with the Chief’s approval, as soon as possible as a condition of employment. If, for reason beyond the Town’s control, the employee does not complete the Recruit Program within the probation time frame, it is understood that the employee must still successfully complete the Academy’s Recruit program as soon as possible as a condition of continued employment. Any new permanent firefighter not successfully completing the Recruit Program will be discharged without any right of appeal through the union, the collective bargaining agreement or otherwise.

The posted schedule shall be determined by seniority with one slot in each platoon being reserved for an EMT-P.

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, in cooperation with the officers of Local 2071, shall annually review the rules and regulations of the Fire Department and cause a copy of the revised rules and regulations to be posted in each station.

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. Shift bidding will be done by seniority. Once all non-probationary Firefighter's have signed the group/shift bid sheet, the Chief will assign new hired Firefighters to a group (not to exceed one per shift) per shift bid, for up to eighteen (18) months.
- D. Upon their date of hire, new employees will remain on the day shift (Monday through Friday) for two (2) weeks for orientation prior to their group assignment.

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 Captain shall take command. In the absence of the Captain, the permanent 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:

Effective July 13, 1982, all new permanent Firefighters must meet minimum Massachusetts EMT requirements before being hired, must maintain these requirements, and must remain active rescue personnel to qualify for continued employment. Effective July 1, 1999, all new permanent firefighters must meet minimum Massachusetts Paramedic Requirements before being hired, must maintain these requirements, and must remain active rescue personnel to qualify for continued employment.

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 coordinators 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 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 of wiper blades and replacement of blades if defective.
- 11: Check and cleaning of 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 of 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 vehicle prior to annual safety inspections.
- 17: Report any abnormal findings on form provided by Department.
- 18: Changing of oil 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. In no case shall training be held on holiday's or weekends. 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. Insure 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 of 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

The Day Lieutenant's job description will be the same as Article VII, Section 11, and will work the A/B schedule. Compensation to be 10% over shift Lieutenants salary and will receive holiday pay.

SECTION 12:

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, fire fighters 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 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, as required, in issuing permits and reviewing building plans for compliance with fire regulations and safety requirements.
8. Insure 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 system.
13. Compensation to be 15% over lieutenant's salary, and receive holiday pay.
14. Will work the A/B schedule.

SECTION 13:

EMS COORDINATOR

1. 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.
2. The EMS Coordinator shall be responsible for the following duties:
 - a. 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.
 - b. 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.

- c. 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.
- d. 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 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.
- f. 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.
- g. 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 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.
- i. 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 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

1. 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:
 - a. Maintain ALS and Paramedic files and ascertain 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.
 - b. 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.
 - c. 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.

- d. 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.
- g. 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 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.
- h. 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.

- j. 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 (CQI) 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:

- A. Shall act as a liaison, at the Chief’s direction, between all related HAZ – MAT Teams, agencies and Departments.
- B. Shall make recommendations to the Chief or his designee on HAZ – MAT training.
- C. Shall schedule Department HAZ – MAT training at the Chief’s discretion.
- D. Shall assist the Chief when necessary in the preparation of annual or special budget estimations in regards to HAZ – MAT equipment or related items.

- E. At the Chief's discretion, shall participate in up to three (3) public speaking engagements per year relative to HAZ – MAT.
- F. Shall compile and organize related HAZ – MAT data submitted to the Department.
- G. 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 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

1. 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.
2. The Public Education Coordinator shall be responsible for the following duties:
 - a. Administration and delivery of Public Fire Safety Education Programs, including sessions in the schools, elderly housing, industrial, etc.
 - b. Maintain files and ascertain that current information is properly documented in said file as required by the Department and the Commonwealth.

- c. 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.
- d. 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.
- e. Participate in up to three public speaking engagements per year in the interest of promoting the Fire Safety in the Town of Bellingham, after consultation with the Fire Chief.
- f. 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.).
- g. 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 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:

- a. Shall be responsible for planning and supervising the routine maintenance of apparatus and mechanical equipment, portable pumps, saws, SCBA's and apparatus generators.
- b. Shall check all apparatus and tools and make any adjustments/light maintenance as needed.
- c. Shall maintain a maintenance log of all apparatus and equipment.
- d. 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.
- e. Shall participate in maintenance seminars relative to Department vehicles and equipment.
- f. Participate in up to three public speaking engagements per year in the Town of Bellingham.

- g. 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 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 insure 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 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.

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 Chief’s 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 writhing, 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

SECTION 1:

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 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 all Fire Department and other Employer bulletin boards.

Bellingham Firefighters Promotional Language:

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

(a) 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 2 witnesses mutually agreed upon by both parties no later than 21 days prior to the exam date. Eligible employees who wish to participate in the examination will be responsible for test preparation materials.

(b) At least one hundred twenty (120) calendar days prior to any written promotional exam for Lieutenant or Captain, the department will announce by posting a notice including:

1. The title of the position;
2. The date, time and location of the written exam;
3. A description of the duties of the position;
4. The eligibility requirements; and
5. A reading list of resource materials upon which the test will be based.

Such notice will be posted conspicuously at all fire stations. Eligible employees, who are out of work due to illness, injury, active military duty or other leave, shall be mailed a copy of the examination notice.

(c) To be eligible for the written examination, the following time in grade criteria must be met for each rank:

1. Lieutenant: A candidate must be a permanent member of the Bellingham fire department with a minimum of two (2) years of continuous service in the rank of firefighter.
2. Captain: A candidate must be a permanent member of the Bellingham fire department with a minimum of five (5) years of continuous service of which two (2) years shall have been in the rank of Lieutenant. If less than three (3) Lieutenants apply for the Captains promotional exam within a specific time. Firefighters with a minimum of eight (8) years full time service in the Bellingham fire department can apply for the exam.

- (d) All candidates must notify the Chief in writing of their interest in taking the exam and by submitting a letter of intent for the posted position at least thirty (30) calendar days prior to the test date.
- (e) Only candidates who pass the written examination as defined in paragraph (g) below will be included in the oral interview of the promotional process.
- (f) If no promotion has been made from the results of a given examination within a two-year period, the examination results will remain valid for a third year.
- (g) A promotional examination will be considered valid if at least three (3) applicants pass the exam with a score of sixty-five (65) or higher. In the event that fewer than three (3) applicants achieve a minimum passing score, another exam will be conducted within one (1) year of the previous exam date. Members that wish to withdraw from the exam must do so no later the thirty (30) days from the exam date.

If another exam is held because fewer than three (3) applicants achieved a score of sixty-five (65) or above, those applicants who passed the original exam shall have the option of “holding” their examination score and will not be required to take the next written exam. Their score shall remain valid until the next subsequent exam is given. Candidates who choose to “hold” their score shall make this known to the Fire Chief by way of written notice at least thirty (30) calendar days prior to the date of the new exam. The candidates who “hold” their score on the written exam must complete all other aspects of the promotional process.

- (h) Exam scores will be valid until a new exam is administered and results are available.
- (i) Candidates who achieve a passing score on the written examination will be eligible to participate in the oral exam. The oral exam for Lt. will be administered by the Chief, Deputy Chief, and Captain of the Fire Department. The oral interview for

Captain will be administered by the Chief, Deputy Chief and a Fire Chief from a neighboring community. Oral interviews will be conducted when the candidate is off duty.

(j) The Fire Chief shall establish a promotional list using the following weighted components:

1. The process will be based on a 105 point system.
2. The maximum points you can receive for the exam is sixty (60) points.
3. You will receive one (1) point for every year of continuous service with the Bellingham Fire department over five (5) years, to a maximum of ten (10) points.
4. You will receive five (5) points for an associate's degree in fire science.
5. You will receive ten (10) points for a bachelor's degree in fire science.
6. There will be an oral interview; you can receive a maximum of ten (10) points.
7. There will be up to fifteen (15) points received for job performance.

(k) 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 or more positions. The final list shall be posted no later than thirty (30) days following the oral interviews.

SECTION 3:

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.

CLASSIFICATION	EFFECTIVE 1/1/2016	EFFECTIVE 7/1/2016	EFFECTIVE 7/1/2017
Firefighter (first 6 months)	\$19.98	\$20.38	\$20.79
Firefighter (second 6 months)	\$21.57	\$22.00	\$22.44
Firefighter (over 1 year)	\$24.25	\$24.74	\$25.23
Lieutenant	\$27.88	\$28.44	\$29.01
Day Lieutenant	\$30.66	\$31.27	\$31.90
Captain	\$32.06	\$32.70	\$33.35

* Lieutenant's assigned to Station 2 (Headquarters) shall receive an additional compensation of one (1) hour of pay per week at the straight time rate.

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:

Upon Massachusetts Certification of Emergency Medical Technician(s), the sum of three thousand two hundred fifty dollars (\$3250.00) shall be paid effective July 1, 2015, three thousand five hundred dollars (\$3500.00) shall be paid effective July 1, 2016 and three thousand seven hundred and fifty dollars (\$3750.00) shall be paid effective July 1, 2017 to such certified permanent Firefighters. Members certified to the paramedic level shall receive the sum of six thousand five hundred dollars (\$6500.00) effective July 1, 2015, seven thousand dollars (\$7000.00) effective July 1, 2016, seven thousand five hundred dollars (\$7500.00) effective July 1, 2017, payment to be made in the following manner. For EMT stipends fifty percent (50%) of the total due will be paid no later than the first pay period in July and the remaining fifty percent (50%) will be paid no later than the first pay period in December. For Paramedics stipends will be paid in equal amounts in the first pay period of September, December, March and June. The Town of Bellingham will be

responsible for renewal fees for recertification and all fees for refresher classes for EMT-P's and EMT-B's.

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:

In the absence of the Lieutenant, the senior permanent firefighter shall be compensated an additional \$15.00 per shift.

SECTION 6:

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 and additional \$30.00 annually, payable no later than the first pay period in December.

SECTION 7:

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 8:

Each employee who has earned a degree in fire science shall be compensated annually as follows:

Effective July 1, 2015

Associates Degree - \$2350.00

Bachelor's Degree - \$3100.00

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).

SECTION 9:

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 left over hours remaining within the “bank.” An equivalent course would require advanced approval by the Chief.

SECTION 10:

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.

SECTION 11:

To expedite the start of a Paramedic Program in the Department, the Town will only be required to post the schedule for two weeks, for the purpose of this agreement only without setting precedent for any other pending or future circumstance. The Union shall submit to the Chief within 2 weeks after the posting of the schedule a list of existing firefighters who want to enroll in paramedic training as set forth in Article XXIII Miscellaneous, Section 7. Selection will be by seniority, not to exceed one from each platoon. Once all privates have been given the opportunity to attend the paramedic program, officers shall be granted the same opportunity to attend paramedic training under the same terms and conditions offered to the Firefighters.

SECTION 12:

The Town agrees to pay up to \$7,500.00 toward the employee's state certified paramedic school of choice to cover tuition, required books and fees. For the purpose of this agreement and without setting a precedent for any other pending or future circumstances, the Town agrees to cover the employees enrolled in the paramedic program with Chapter 41, Section 111F benefits as set forth in Article XVI In Line of Duty Injury or Illness, Section 1, while attending any part of the program as well as direct travel to and from class.

SECTION 13:

The Town agrees that any employee participating in an EMT-P training program shall be released from duty, with appropriate time to travel to and from class, without loss of pay, except as set forth in Section 16. Off-duty employees attending classes

shall not be eligible for compensation for time spent in training or travel to and from class. The employee cannot be charged with a refusal of an overtime shift or detail if the employee is scheduled for class.

SECTION 14:

The Town agrees to pay any existing employee who obtains Massachusetts paramedic certification a one-time paramedic completion incentive of \$3,000.00.

SECTION 15:

Existing employees who train to the paramedic level shall maintain their certification as a condition of employment for ten (10) years, but must maintain their certification longer as a condition of employment if there are ten (10) or less certified and active paramedics on the Department. Once the Department has eleven (11) or more certified and active paramedics on the Department, relief from Paramedic status shall be by seniority.

SECTION 16:

In the event any employee participating in any EMT-P training program fails to obtain Massachusetts paramedic certification, the employee shall reimburse the Town fifty percent (50%) of the monies expended by the Town. Said reimbursement shall be made over an 18-month period in uniform payments via payroll deductions.

SECTION 17:

If an employee fails to successfully complete a paramedic program and obtain his paramedic certification and wishes to re-enroll into a paramedic program, it is agreed that he will do so at his own expense and on his own time.

SECTION 18:

Should an employee need to drop out of the paramedic program for reasons beyond his control, he may request a hearing before the Town Administrator and Board of Selectmen who shall determine if the employee's explanation for dropping out of the program is truly beyond his control. The Selectmen shall then determine if repayment is necessary. The Board's decision shall be final, without any right of appeal through the union, the collective bargaining agreement or otherwise.

ARTICLE XII

OVERTIME DUTY

SECTION 1:

Each employee shall be paid overtime at the rate of one and on-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

The detail rate shall be fifty dollars (\$50.00) 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.

In order that any available overtime duty shall be equally and impartially distributed among the employees, there shall be established a single weekly Revolving Overtime List, which shall contain (a) the name of each employee, and (b) the total number of hours of overtime duty each has either performed or has been assessed for his refusal so to do. However, employees shall not be penalized or assessed refusal hours for details other than those contracted to the Town of Bellingham.

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 4B: Full Shifts:

Rotating lists will be used to fill any full open shifts. The lists will be according to seniority and subsequent assignments will be offered to the employee who has the

next open block on the list. The list shall be available for firefighters to inspect. The process will be as follows:

- 1) Two rotating block systems will be used to fill full shifts consistent with the current block system specified in Article XII, Section 4 of this agreement. The new system shall have a rotating list for Officers covered by the Collective Bargaining Agreement and a rotating list for Firefighters covered by the Collective Bargaining Agreement. An Officer's shift will be filled from the Officers list and a Firefighter's shift will be filled from the Firefighter's list.
- 2) An Officer shall be on duty at all times at Station 1 and Station 2 (Headquarters).
- 3) The members leave which generates a shift to be replaced shall be filled from the respective list.
- 4) 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.
- 5) Firefighter's will be allowed to fill an Officer's shift provided that a minimum of two (2) Officers are on duty and after the Officer's list has been exhausted.

At least fourteen (14) days prior to an approved absence from duty the Chief or his designee shall select an employee to fill such open shift from the rotating list and such selection shall be designated on the list. Open blocks will be filled if a member takes a shift, or refuses. However if less than four (4) hours notice prior to shift starting no block shall be filled.

In the absence of fourteen- (14) day's notice of an intended absence such selection shall be made within seventy-two (72) hours of approval by the Chief or his designee.

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, and 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.

SECTION 6:

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 not 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

Or the day of celebration thereof.

SECTION 2:

A holiday falling within an employee's vacation period or during a period of paid such 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 member 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 employee has 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 connected 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 the job related injury or illness. Exclusive medical confidentiality shall be maintained between the Town Selected Attorney, the OJI Agent, and the Town physician.

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:

Each permanent full-time Firefighter shall receive a clothing allowance of nine hundred fifty dollars (\$950), with half to be paid in the first pay period in May, and half to be paid in the first pay period in November of each calendar year. 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 day of 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 employees 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 initialed 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 if 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 six percent (6 %) over the life of a three (3) year agreement covering the period fiscal year 2015-2018, 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, 2015 and shall continue in full force and effect until midnight June 30, 2018 and from year to year thereafter, unless no later than November 1, prior to July 1, 2018 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.

SECTION 3:

The parties agree that no permanent Deputy shall be appointed until one or more permanent Lieutenants are appointed.

IN WITNESS THEREOF, each party by its duly authorized representatives has set their hand and seal to this Agreement this 24th day of September 2015.

**TOWN OF BELLINGHAM
BOARD OF SELECTMEN**

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL # 2071**

Mike Soter - Chairman

Joseph Robidoux - President

Jerry Mayhew - Vice Chairman

Joseph Altomonte - Vice President

Michael Connor

Daniel W. Donovan - Secretary

Dan Spencer

Kyle Garon - Treasurer

Don Martinis

Chris Kent - Historian

Denis Fraine - Administrator
