

AGREEMENT
TOWN OF BEDFORD
AND
BEDFORD PERMANENT FIREFIGHTERS LOCAL 2310 IAFF
JULY 1, 2022 - JUNE 30, 2025

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ARTICLE 1 RECOGNITION

SECTION 1 The Town recognizes the Union as the sole and exclusive representative of all permanent full-time uniformed Fire Captains, Fire Lieutenants and Fire Fighters, excluding the Chief of the Fire Department, hereinafter called the Chief and excluding all other Town employees, for the purpose of collective bargaining in respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment. The term "employee" or "employees" as used hereinafter refers to persons for whom the Union is the recognized exclusive representative.

SECTION 2 It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given adequate opportunity to discuss and make recommendations regarding changes in working conditions, before they are put into effect but nothing herein shall be construed to interfere with the power of the Chief of the Department to make reasonable regulations for the administration thereof or with any rights vested in the Town of Bedford or any officers thereof, including the Chief, under the management rights clause of this Agreement.

SECTION 3 Copies of existing rules, orders (general, special or personal) and regulations shall be furnished to the Union. Future issuances of the same, including memos and directives, shall be furnished by the Chief (or Town) to the Union at the earliest possible opportunity.

ARTICLE 2 UNION SECURITY

SECTION 1 The Town agrees to deduct one initiation fee not to exceed two dollars (\$2.00) for each employee who so authorizes the Town in writing; and to, deduct Union dues not to exceed the amount set by the Union members from the pay of each employee who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. The authorization form attached hereto as Appendix "C" and made a part hereof, is deemed by the parties to be an appropriate form. The Union shall be responsible to provide the Town Treasurer with the amount of the initiation fee and dues relative to this article.

SECTION 2 Any member of the bargaining unit who is not a member of Local 2310 shall, as a condition of employment during the life of this Collective Bargaining Agreement, pay an agency service fee to the Local in an amount that is equal to the amount that is required to become a member and remain in good standing in Local 2310 and its affiliates to which membership dues and per capita fees are paid. The agency service fee requirement for any member of the bargaining unit who is not a member of Local 2310 shall begin on and after the thirtieth (30th) day following the commencement of his or her employment or the effective date of this agreement, whichever is later. The Town agrees to deduct the agency service fees from the salary of each member of the bargaining unit who signs an authorization permitting the deductions to be made. Said agency fees shall be handled in the same manner as union dues, described in Section 1 of this Article. This section of the contract shall be applied in conformance with Chapter 150E, Sec. 12, and Chapter 180, Sec. 17A, of the General Laws of Massachusetts.

SECTION 3 It is understood that it is the responsibility of the Union to provide the authorization forms and to have them executed by the employees.

SECTION 4 Employees shall be free to become or refrain from becoming members of the Union as they see fit.

SECTION 5 The Town will provide suitable space in the station for a bulletin board of at least 30" x 40" in size to be used for Union notices concerning Union business and activities.

SECTION 6 The Union Negotiation Team (not to exceed three (3) members at any time), shall be allowed to conduct Union business concerning contract negotiations or contract matters with the Town Manager, during normal working hours without loss of pay or benefits. The Union will notify the Fire Chief of any such meetings so that coverage can be obtained.

SECTION 7 The Town agrees not to enter into any bargaining or individual negotiations or collective agreement with any employee of the Bedford Fire Department under Article 1, Section 1, for purposes dealing with the normal duties of the Department as described in Article 8 without consent of the Union.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 1 This Agreement has not been designed to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the employer to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except as may otherwise be provided in this Agreement.

SECTION 2 Exclusive only of the specific and express provisions set forth in this Agreement as they limit or restrict the Employer in the exercise of the customary rights and responsibilities of the management of the Fire Department, the Employer shall have the exclusive right to manage the Department, direct the working forces, contract and sub-contract, determine the operations, determine the methods, the process and procedures, the schedules and work assignments. The right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, require the observance of the Employer's reasonable rules and regulations, determine and maintain equitable standards of performance, attain and maintain efficiency is the exclusive and sole right of the Employer.

SECTION 3 The failure of the Town to exercise any of its management rights in one or more instances or the decision of the Town to not exercise any of its management rights in one or more instances shall not be deemed to be a waiver by the Town if it chooses to enforce the right or rights in any other instance or instances, nor shall a similar failure by the Union to exercise any of its rights as determined by this agreement constitute such a waiver.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 An Employee shall not be removed, discharged, suspended, fined, reduced in rank or disciplined in any manner, except for just cause, and such action shall be reviewable under the Grievance and Arbitration procedure hereinafter set forth.

SECTION 2 An action under the Grievance and Arbitration Procedure may be initiated by the Employees Association or the Employer. If initiated by the Employer, it shall commence at Step 3, upon due notice to the Employees Association, as defined in Section 3 of this Article, but only after an attempt has been made to resolve the grievance by conferring with officers of the Employees Association.

SECTION 3 The parties recognize that it is the best interest of effective and harmonious performance of the duties and responsibilities of the Fire Department for prompt and equitable disposition of any

grievance at the lowest organization level possible under procedures of maximum informality and flexibility. All grievances as defined below shall be processed in accordance with the following procedure:

(A) Grievance Defined

A grievance shall be defined as a complaint between the Town and the Union or an employee involving a dispute between the parties or an alleged, specific and direct violation of specific provisions of the Agreement.

(B) Time Limits

(1) All time limits specified below shall consist of business days in both Steps 1 and 2 of Section 3 (C) and calendar days in both Step 3 of Section 3 (C) and in Section 3 (D). The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement in writing.

(2) Failure of the employee or the Union to act on any grievance within the prescribed time limit will act as a bar to any further appeal and the failure of the Town and/or any of its agents to give a decision within the time limits shall only permit the grievance to proceed to the next step.

(C) Grievance Steps

STEP 1 The Union Steward shall present the grievance in writing to the Fire Chief within seven (7) days of the occurrence of the event giving rise to the grievance. The grievance shall contain: (a) Name and classification of the employee. (b) Nature of the grievance and contract provision involved. (c) Steps taken to resolve the grievance informally. (d) Requested remedy. (e) Signature of the employee or employees involved. The Fire Chief or his designated representative shall have seven (7) days to act on a grievance and his answer shall be in writing. During this seven (7) day period, the Fire Chief or his designated representative may meet again with the Union Steward or a representative of the local union to discuss and try to resolve the grievance.

STEP 2 If the grievance remains unresolved, the Union shall present it to the Town Manager within seven (7) days after the response of the Fire Chief is due. Upon request of the Union, within seven (7) calendar days, following receipt of the written grievance, the Town Manager shall meet with the Union Steward and/or representative for the purpose of resolving the grievance. Within fourteen (14) days following the submission of the grievance by the Union to the Town Manager or within seven (7) days following the date of the requested meeting, the Town Manager shall respond in writing, to the Union.

STEP 3 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Town Manager is due, with written notice to the other, request arbitration, with the American Arbitration Association. Failure to request arbitration in writing within the prescribed time shall constitute a settlement of the grievance.

If the grievance is not initiated in accordance with the provisions of this Article and/or if the grievance is not processed in accordance with the time limits prescribed in this Article it shall be considered that the grievance has been settled and that the right to any further procedures under this Article has been waived.

(D) Arbitration

The parties agree to be bound by the rules and procedures of the American Arbitration Association for submission of a matter to it and in the selection of an Arbitrator. The Town and the Union may also elect to use any other mutually acceptable arrangement to arbitrate the grievance.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration. The arbitrator shall arbitrate the question only. The arbitrator shall not have the authority to alter, modify or amend this Agreement. The decision of the arbitrator within the scope of his jurisdiction shall be final and binding upon the parties thereto and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The arbitrator will be without power or authority to make a decision or award which violates the statutory law, or any rules, regulations or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government; or an award which requires the commission of an act prohibited by the law.

The arbitrator shall be without authority to determine any violation or alleged violation which occurred prior to the effective date of this Agreement and he shall not recommend a right or any relief for any period of time prior to the effective date of this Agreement, except for grievances that are in process on the effective date of this Agreement or that occurred within fifteen (15) days of this Agreement.

The fees and expenses of the arbitration proceeding shall be shared equally by the parties to this Agreement.

**ARTICLE 5
STABILITY OF AGREEMENT**

SECTION 1 No amendment of this Agreement shall bind the parties hereto unless executed in writing.

SECTION 2 Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided that, upon notification of such invalidation by either party, both parties shall meet within a reasonable time and negotiate with respect to such parts or provisions affected. The remaining parts, or provisions, shall remain in full force and effect.

SECTION 3 In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the Employees than those provided or set forth in any such statutes(s), the provisions of this Agreement shall prevail to the extent permitted by law.

SECTION 4 In the event that any part or provision of this Agreement is in conflict with any Federal or State Law, the provisions of this Agreement shall prevail to the extent permitted by law.

SECTION 5 It is the intent of the parties that the provisions of this agreement will supersede all prior agreements and understandings (excluding past practices), oral or written, express or implied, between

such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

This agreement shall not be construed to supersede any state law not listed in Section 7(d) of G.L.c. 150E. As to statutes listed in Section 7(d), this agreement shall be deemed to supersede such statutes only if there is an express provision contained herein which is in conflict with a provision of such statute.

ARTICLE 6 HOURS OF WORK

SECTION 1 Unless otherwise provided for in this agreement, the average weekly hours of duty for the Bedford Fire Department shall not exceed forty-two (42) hours per week, average, over an eight week cycle.

Work schedules in force at the time of the adoption of this Agreement shall not be changed except for good cause.

The parties acknowledge that the Firefighters (suppression only) will work a twenty-four (24) hour shift schedule. No firefighter will be permitted to work more than 48 hours at any one time unless the Chief requires it in the event of a holdover, working fire, storm conditions or other condition which, in the opinion of the Chief, would threaten public safety. No leisure activities will be permitted between the hours of 7:00 AM and 5:00 PM except during meals. This shall not prevent the Chief from: 1) conducting required night specific training or emergency medical technician continuing education prior to 9:00 p.m.; or 2) assigning time sensitive duties that cannot be performed from 7:00 a.m. to 5:00 p.m. essential to life safety or emergency response.

SECTION 2 Each Employee shall be assigned to work as a member of a group. No change of an Employee's regular group shall be made unless one (1) week's notice is given of the new group assignment. A minimum of 4 days off shall be given to any employee being transferred from one working group to another.

**ARTICLE 7
OVERTIME**

SECTION 1 Whenever any Employee is assigned by the Fire Chief to work in excess of his or her regularly assigned work week or work schedules, as provided in Article 6 herein, he shall be paid for such overtime hours worked, or he may, with the mutual consent of the Chief and the employee himself, take compensatory time off at one and one-half (1 ½) times the overtime hours worked.

SECTION 2 In the event the bargaining unit employees are required to return to work to provide coverage while the ambulance is out, for any non-fire related runs, for operation of or coverage for any fire related run, they shall receive a minimum of three (3) hours pay at time and one-half rate. Employees who are called back shall remain on duty for a minimum of one (1) hour or when, in the opinion of the Chief or the officer in charge, the situation initiating the response is returned to normal, whichever time period is greater.

SECTION 3 An Employee responding to a box alarm called back to duty or held overtime beyond his regular tour of duty shall be released when, in the opinion of the Chief or of the officer in charge, the situation initiating the response is returned to normal.

SECTION 4 The system for offering non-emergency overtime work shall be devised by the Union and must be approved by the Fire Chief prior to installation. The system shall be fair and equitable in its treatment of all employees. A written explanation of the mechanics of the overtime distribution system shall be distributed to all employees and posted in a location selected by the Fire Chief. The system shall apply to both full shift coverage and other overtime not caused by a fire or ambulance emergency.

SECTION 5 The system for the call back of personnel in emergency situations shall be determined by the Fire Chief. The Union shall have seven (7) calendar days within which it may review and comment on the initial system or any alterations thereto prior to its implementation.

SECTION 6 Overtime payable to the employees shall be paid on the next pay day after the pay period in which the overtime is worked.

Compensatory time off in lieu of overtime pay (per Article 7.1) shall be available for use upon its being granted by the Chief, and must be used within twelve (12) months of the date it was earned.

SECTION 7 Overtime pay shall be calculated at a rate of one and one half (1 ½) times the employee's regular hourly rate, said hourly rate to be determined by dividing the appropriate weekly pay by forty-two (42). Appropriate weekly pay includes base weekly pay as defined in Article 12, career incentive pay, longevity pay, and EMT pay, if applicable.

SECTION 8 Employees shall notify the Fire Chief of any errors or discrepancies concerning compensation for overtime hours worked no later than the third pay date following the conclusion of the pay period in which the overtime was due to be paid. Failure to so notify the Fire Chief within the specified time period shall eliminate the right of the employee to be paid for the overtime claimed.

**ARTICLE 8
DUTIES**

The Employees of the Fire Department shall normally perform duties to prevent, control and extinguish fires, and other duties reasonably related thereto, operation of the Fire Department ambulance and the daily maintenance of property equipment, and facilities necessary for efficiency, safety and cleanliness within the Department. Such duties shall include all those heretofore performed by Employees of the Fire Department and shall include emergency snow shoveling of fire hydrants, as well as maintaining the grounds of the fire building complex.

**ARTICLE 9
HOLIDAYS**

SECTION 1 Employees shall receive one fourth (1/4) of the employee's base weekly pay for the day on which each of the following is observed:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Birthday	Indigenous Peoples Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

SECTION 2 Holiday pay shall be withheld and paid to each employee on the first pay days in June and December.

SECTION 3 Any Employee who actually works the day or night shift scheduled to start on Christmas Day or Thanksgiving Day shall be paid for an additional three (3) hours per shift at their regular rate of pay.

SECTION 4 In order to be eligible for the holiday pay related to each individual holiday, an Employee must work any regularly scheduled shift that falls on the day before, the day of, or the day after that holiday, unless the absence is previously approved for vacation leave or for circumstances beyond the control of the Employee and authorized by the Chief before or after said circumstances occur.

In order for the absence to be authorized, an employee who misses an aforementioned day will have seven (7) days after the Holiday to meet with the Chief and provide a reason for the absence. The Chief will grant or deny authorization in seven (7) days or less.

**ARTICLE 10
VACATIONS**

SECTION 1 Employees who have been in the continuous service of the Town less than five (5) years shall be entitled to earn vacation leave at the rate of two (2) weeks each year.

SECTION 2 Employees who have been in the continuous service of the Town five (5) years or more shall be entitled to earn vacation leave at the rate of three (3) weeks each year.

SECTION 3 Employees who have been in the continuous service of the Town ten (10) years or more shall be entitled to earn vacation leave at the rate of four (4) weeks each year.

SECTION 4 Employees who have been in the continuous service of the Town fifteen (15) years or more shall be entitled to earn vacation leave at the rate of five (5) weeks each year.

SECTION 5 Vacation leave shall be accrued each pay period prorated from the annual rate.

SECTION 6 A week of vacation shall be defined as two (2) twenty-four (24) hour shifts. It may be divided into a day tour and a night tour. Employees may use earned vacation leave on an hourly basis.

SECTION 7 For the purpose of determining the maximum amount of vacation that is allowed to be carried over into a new year, the vacation period shall be January 1 to December 31. No more than the equivalent of one year's worth of annual vacation leave (based on the applicable accrual rate above) plus an additional two (2) weeks may be carried over in the next calendar year by an employee. Any leave in excess of the amount allowed to be carried over in this Section at the end of a calendar year shall be forfeited by the employee. In instances where an employee has been out on Injured on Duty leave for at least the last 60 days of the calendar year, forfeited annual leave may be received in the form of a cash payment.

SECTION 8 Insofar as possible, each employee shall be granted a minimum of two (2) weeks of earned vacation during the period beginning June 1 and ending September 30. However, an Employee may elect to take only one week of vacation during this time and the remaining vacation at other times of the year. Such vacations shall be chosen by each Employee according to seniority in classification. An Employee's removal from the vacation list by reason of another Employee's seniority shall not be allowed after April 1.

Permission to take a vacation day shall be denied or withheld when another firefighter on the shift has already been granted vacation, personal or incentive leave. Effective July 1, 2018 two members of the collective bargaining unit will be allowed out on vacation, personal or incentive leave at the same time.

SECTION 9 During a specified vacation period, no Employee, unless there is an authorized substitution, shall work a regular tour of duty for him or herself or another Employee, unless the Employee wishes to do so, and only after all other Employees have been given the opportunity to work said tour through application of the relevant call-back system.

SECTION 10 An Employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal through no fault or delinquency of his or her own, or by retirement, or by entrance into the armed forces, shall be paid for that portion of the vacation allowances earned in the vacation year during such dismissal, retirement, or entrance into the armed forces shall occur up to the time of the Employee's separation from the Fire Department. Vacation time cannot be used as the employee's last day of employment with the Fire Department.

SECTION 11 Upon the death of an Employee who is eligible for a vacation under the provisions hereof, payment shall be made to the beneficiary designated by the Employee for Middlesex Retirement in an amount equal to the vacation allowance earned but unused at the time of death.

SECTION 12 Vacation dates shall be granted first on the basis of rank and within rank on the basis of seniority, and seniority shall be determined by length of continuous service with the Fire Department.

SECTION 13 Any change in an employee's group assignment required by the Chief, as referred to in Article 6, Section 2 shall not prohibit such employee from taking vacation in the time period that had previously been scheduled and accepted as of April 1 (while on the other group) in any calendar year.

ARTICLE 11 SENIORITY

SECTION 1 Seniority shall be considered the length of an Employee's continuous service in his permanent classification within the Fire Department of the Town of Bedford. The Chief shall establish a seniority list, which shall be brought up to date on or before January 31 of each year. Said list shall be posted at the station for a minimum period of thirty (30) days.

SECTION 2 Except as specified in Appendix B of this agreement, in the event there are greater than four Captains regularly assigned to the four groups that make up the normal workforce of the Fire Department, the four Captains with the greatest seniority within rank shall each be assigned to different groups and shall be considered in charge of their respective groups.

SECTION 3

Whenever a Captain is absent from their regular group and another Captain is not working with that group, a captain shall be hired to be in charge of that group, if a Captain is not available and the lieutenant on the shift has five years of experience as a lieutenant or three years and is on a current captain promotional list the shift lieutenant will serve as "acting captain" for the shift and a lieutenant will be hired to fill the lieutenant's roll .

Whenever a lieutenant is absent from his or her regular group and another officer is not working in that role, a firefighter with five years' experience and on a current promotional list can be hired to fill the role of lieutenant.

There shall be no more than one "acting" officer on duty at a time.

ARTICLE 12 WEEKLY PAY RATES

FY23 Rates - 3%

	Step 1	Step 2	Step 3	Step 4	Step 5			
Captain ¹	\$ 1,631.57	\$ 1,674.58	\$ 1,796.69	\$ 1,842.86	\$ 1,889.68			
Lieutenant – Fire ¹	\$ 1,392.86	\$ 1,417.85	\$ 1,508.33	\$ 1,534.57	\$ 1,560.92	Step 6	Step 7	Step 8
Private - Fire	\$ 1,190.50	\$ 1,211.71	\$ 1,288.42	\$ 1,310.62	\$ 1,332.94	\$ 1,378.73	\$ 1,406.30	\$ 1,441.45

FY24 Rates - 3%

	Step 1	Step 2	Step 3	Step 4	Step 5			
Captain ¹	\$ 1,680.52	\$ 1,724.82	\$ 1,850.59	\$ 1,898.14	\$ 1,946.37			
Lieutenant – Fire ¹	\$ 1,434.64	\$ 1,460.38	\$ 1,553.58	\$ 1,580.60	\$ 1,607.75	Step 6	Step 7	Step 8
Private - Fire	\$ 1,226.22	\$ 1,248.06	\$ 1,327.07	\$ 1,349.94	\$ 1,372.93	\$ 1,420.09	\$ 1,448.49	\$ 1,484.70

FY25 Rates - 3%

	Step 1	Step 2	Step 3	Step 4	Step 5			
Captain ¹	\$ 1,730.93	\$ 1,776.57	\$ 1,906.11	\$ 1,955.09	\$ 2,004.76			
Lieutenant – Fire ¹	\$ 1,477.68	\$ 1,504.19	\$ 1,600.19	\$ 1,628.02	\$ 1,655.98	Step 6	Step 7	Step 8
Private - Fire	\$ 1,263.01	\$ 1,285.51	\$ 1,366.88	\$ 1,390.44	\$ 1,414.12	\$ 1,462.69	\$ 1,491.94	\$ 1,529.24

¹For eligible employees (see paragraph below)

A Firefighter who is promoted to Lieutenant shall receive the Lieutenant's Step 3 rate of pay upon promotion. A Firefighter or Lieutenant who is promoted to Captain shall receive the Captain's Step 3 rate of pay upon promotion. Advancement from Step 5 to Step 6, and from Step 6 to Step 7, shall be awarded to those Firefighters who have achieved fifteen (15) years of service and twenty (20) years of service, respectively. In the case of a Lieutenant or Captain who has achieved fifteen (15) years of service, such Lieutenant or Captain shall receive an additional increase in base pay equal to the dollar difference between a Firefighter Step 5 and Firefighter Step 6. In the case of a Lieutenant or Captain who has achieved twenty (20) years of service, such Lieutenant or Captain shall receive an additional increase in base pay equal to 2% over Step 6 of the current rank that member holds. In the case of a Firefighter, Lieutenant or Captain who has achieved twenty-five (25) years of service, shall receive an additional increase in base pay equal to 2.5% over Step 7 of the current rank that member holds.

SECTION 2 All Employees hired effective July 1, 1986 shall be or have the capabilities of achieving EMT certificates within one year of employment. Failure to do so shall constitute grounds for dismissal without recourse. If a probationary firefighter has not had the opportunity to take the three allowable attempts at the written and practical examination for EMT certification before his/her probationary period ends, he or she will be allowed to complete his/her examination process beyond his or her probationary period. All employees possessing EMT certification, and remaining so, shall receive additional compensation set at a stipend which shall be included in base pay for calculating overtime (and the like). Effective July 1, 2022, the EMT stipend will be 6.75% of Step 5 Private-Fire base pay and Effective July 1, 2023, the EMT stipend will be 7% of Step 5 Private-Fire base pay

SECTION 3 The employer will compensate employees on a biweekly basis.

ARTICLE 13
ADVANCED LIFE SUPPORT SERVICES

Implementation of Article

This Article shall take effect upon the implementation of Advanced Life Support Services program by the Town.

Eligibility

The Town may train existing members of the bargaining unit, who volunteer, to deliver these services.

All firefighters exclusive of fire officers shall be eligible to apply for Town-offered Paramedic training.

The Chief and a representative from the Bedford Fire Department Medical Director will review candidates and determine which members will be authorized to attend Town offered training, with consideration given to those members with the most seniority, who show interest. The Chief's decision shall be final.

The number of bargaining unit members in Town-supported training at any time shall not exceed the available funding.

Compensation and payment for training: EMT-P

The Town will pay all tuition costs, fees and training materials for selected firefighter(s) to attend a paramedic training program selected by the Town and after consultation with the Union. If the employee's regularly scheduled shift conflicts with a scheduled class, clinical rotation or field internship the employee will be granted time off to attend the class with consideration given to travel time. Employees who sustain an injury while actively participating in the clinical rotation or field internship portions of the program shall be eligible for leave under M.G.L. c. 41, section 111F. Any additional training required by the Bedford Fire Department Medical Director will be paid at the member's overtime rate.

Members employed as of July 1, 2013, who achieve this EMT-P certification through either a Town sponsored or independent program, shall be eligible to receive a total payment of \$6,500; \$3,250 to be paid upon completion of the classroom portion of EMT-P training, and the remaining \$3,250 to be paid upon obtaining EMT-P certification. The total payment is total compensation for time spent outside of the employee's scheduled tours of duty and as total compensation for all travel expenses or any other expenses not appearing in this section. Failure to complete the paramedic program and obtain the applicable state paramedic certificate will require the firefighter to reimburse the Town the full training incentive payment.

Firefighters who successfully take advantage of the paramedic training incentive program shall maintain their paramedic license for the duration of their employment as a condition of their employment. Those members, who are certified to the Paramedic level and are thereafter promoted within the Department, will have the choice to retain their paramedic certification or relinquish it. If the promoted member chooses to give up his/her paramedic certification at that time they do so understanding that they must still maintain their EMT certification and will lose the Paramedic stipend from their salary.

Firefighters who resign from their employment with the town within 36 months of completion of the training program shall reimburse the town the full amount of the training incentive.

All employees possessing a valid paramedic certification and working as a paramedic for the Bedford Fire Department shall receive additional compensation set at a stipend of 3.5% which stipend shall be included in base pay for calculating overtime (and the like). Effective July 1, 2022, increase stipend for all employees possessing a valid paramedic certification and working as a paramedic for the Bedford Fire Department from 5.25% to 6.75%. The paramedic (EMT-P) stipend shall be in addition to the EMT-B stipend under Article 12, Section 2. Firefighters hired after July 1, 2013 with Paramedic Certification or having attended and completed Town offered Paramedic Certification training who are working as a paramedic for the Bedford Fire Department, will be required to maintain the paramedic certification through the duration of his/her tenure with the Bedford Fire Department unless such employee is promoted to an officer rank within the department and opts out relinquishing the stipend, as per the third paragraph of this section.

Effective date of base salary compensation for EMT-P

Firefighters possessing certification as an EMT-P shall receive the respective stipend for their ALS certification at the time the Town receives an approved license to provide fire department-based ALS services.

Assignments

Upon receipt of licensing to provide ALS services, the sixteen (16) ambulance rotation positions will be bid positions and those individuals will receive an additional 2% in salary effective July 1, 2022. If these positions are not filled through the bidding process, the sixteen (16) positions will be assigned to the paramedics, and if this does not fill the assignments then the last remaining positions will be filled by the most junior firefighter/EMTs until the assignment positions are filled. It is agreed that bidding for all sixteen (16) positions shall be opened on January 1, of each even-numbered year and every two (2) years thereafter. The Chief's determination (with regards to the filling of these positions) is final.

When department staffing on a shift is less than seven, the second ambulance will not be used except for extraordinary circumstances such as significant delay in available mutual aid or a call for service to a critical patient as defined by emergency medical dispatch.

When department staffing reaches sixteen firefighter/paramedics, two paramedics will remain on duty at all times to staff the primary ALS ambulance.

Layoff

In the event of layoff, the Town will lay off bargaining unit members in order of reverse seniority; those members with the least department seniority will be laid off first. Seniority will be considered years worked as a Bedford Fire Department employee.

Employees Hired After July 1, 2022

At its discretion, the Town may require Paramedic Certification for all firefighters hired after July 1, 2022, and if required at the time of employment, maintaining this certification shall be considered a condition of employment. If Paramedic Certification is at any time after July 1, 2022 not a requirement during the hiring process.

Employees hired on or after July 1, 2022, shall have the capabilities of achieving Nationally Registered Paramedic certification, and meet the Massachusetts requirements to work on an advanced life support ambulance in the State within two years of employment. Failure to do so shall constitute grounds for dismissal without recourse. If a probationary firefighter has not had the opportunity to take the initial allowable attempts at the written and practical examination for Nationally Registered Paramedic certification before their probationary period ends, they will be allowed to complete their examination process beyond the probationary period. The process above does not allow the firefighter the ability to re-take the paramedic course.

Employees hired after July 1, 2022, will be required to maintain their paramedic and associated certifications for the duration of their career.

ARTICLE 14 SICK LEAVE

SECTION 1 Employees shall be entitled to fifteen (15) days of sick leave for each year of employment. A day of sick leave is defined as one (1) shift and, on the twenty-four (24) hour shift schedule, is equivalent to twelve (12) hours.

They shall accrue sick leave each pay period prorated from the annual rate and they shall be entitled to use sick leave if such leave is caused by sickness, injury or disability which prevents the employee from performing his/her normal duties.

SECTION 2 Verification of sickness by a physician may be required in cases of suspected abuses after the Employee has been counseled concerning said abuse.

SECTION 3 Days of sick leave not used by an Employee in any given year may be accumulated without limit. If said Employee is retired at any time within the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, or resigns from employment after twenty-five (25) or more years of creditable service, said employee shall be paid one day's salary for every four (4) days of sick leave accumulated, up to a maximum accumulation of 265 days (for 66.25 days of pay at the maximum), said payment to be at the rate in effect at the time of the employee's retirement, resignation, or death. A day in this Section shall be as defined in Section 1 above. Notwithstanding the above, employees hired after April 1, 2017 shall be paid one day's salary for every five (5) days of sick leave accumulated, up to a maximum of 265 days (for 53.00 days of pay at the maximum)."

SECTION 4 Personnel who report out sick for two (2) or more consecutive shifts unexcused, will not be eligible for overtime shifts or detail assignments until they have reported for duty for their next regularly scheduled shift. Personnel who report out sick, and are on the sick leave abusers list, as maintained by the Chief, will not be eligible for overtime shifts, callbacks, or detail assignments until they have reported for duty for their next regularly scheduled shift.

SECTION 5

In order to reward and enhance superior attendance, an employee shall be granted additional days off, known as incentive days, based upon usage of sick leave in each fiscal year as follows:

- Zero (0) Sick days used - 3 incentive days
- One (1) Sick day used - 2 incentive days
- Two (2) Sick days used - 1 incentive day

The measurement of sick days under this provision shall occur on July 1 of each year. Such incentive days shall be used in the fiscal year in which they are credited. It is understood and agreed that incentive days shall be taken at a time or times which will avoid incurring overtime as a result of such incentive day. Permission to take an incentive day shall be denied or withheld when two members of the collective bargaining unit on the shift have already been granted vacation, personal or incentive leave.

ARTICLE 15 UNIFORMS

SECTION 1 Each new member shall be issued one dress uniform from the Town. This uniform shall consist of:

- 1 Blazer
- 1 Pair of Dress Pants
- 1 Dress Shirt
- 1 Hat
- 1 Tie
- 1 Overcoat

This uniform shall be ordered within one hundred twenty (120) days of completion of the probationary period.

Upon promotion to Lieutenant, the member shall be issued one dress officer's uniform from the Town. This uniform shall consist of:

- 1 Blazer
- 1 Pair of Dress Pants
- 1 Dress Shirt
- 1 Hat
- 1 Tie

The uniform shall be ordered within one hundred twenty (120) days of promotion.

Upon promotion to Captain, the Town shall update the Officer's dress blazer with appropriate striping and buttons. This uniform update shall be ordered within one hundred twenty (120) days of promotion.

The Town agrees to pay for the replacement of any prescription glasses, contacts or hearing aids owned by an employee which are damaged in the line of duty. Employee must make the Chief, or his designee, aware of the damage by the end of the shift during which the damage occurs. Invoices for reimbursement shall be submitted to the Chief or his designee. Employees will receive \$1,000.00 for the purpose of purchasing work uniforms and footwear. Such allowance will be paid on the first payroll in July of each year. Said work uniforms will be maintained according to the Bedford Fire Department Rules and Regulations. New employees will receive payment for work uniforms pro-rated from the date of their employment. The Town shall issue each employee one (1) dress uniform and protective gear as reasonably required. The official uniform, or any part thereof, shall not be distributed to civilians.

ARTICLE 16
PERSONAL BUSINESS LEAVE

SECTION 1 In any fiscal year, an employee shall be granted two (2) shifts as leave without loss of pay to conduct personal business. These days can only be scheduled when, at the time of such scheduling, there will be no cost factor to the Town, unless otherwise authorized by the Fire Chief. Employees shall be permitted to accumulate personal business days, not to exceed a total of four (4).

SECTION 2 Should additional personal business leave be necessary, the Chief, at his discretion, may grant such additional leave, but such additional leave will be deducted from the Employee's vacation.

SECTION 3 It is recognized that absence of the employee from work interrupts the continuous operations, upkeep and productivity of the highest quality which is expected of the Town employees and must therefore be held to a minimum. It is understood that employees will make every effort to attend to their personal business on "non-working days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. It is further understood that approval of any request for personal leave will be at the discretion of the Fire Chief. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.

SECTION 4 New Employees with a hire date between January 1st and March 31st will receive one day of personal leave to be used during the first fiscal year of employment; employees hired after April 1st will not receive personal days until the beginning of the next fiscal year on July 1st.

ARTICLE 17
MILITARY LEAVE

Employees who are called to temporary military duty shall receive the difference between their military pay and their regular pay for a period up to seventeen (17) days of such duty. Their vacation allowance shall not be affected by such duty.

ARTICLE 18
FUNERAL LEAVE

An Employee shall be granted leave without loss of pay as follows:

1. In the event of the death of a spouse, child, grandchild, mother, father, sister or brother of an employee, four consecutive shifts off.
2. In the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, or other members of the immediate household of an employee, three consecutive shifts off.

For the purposes of this section, a shift is defined as either one (1) ten (10) hour day shift or one (1) fourteen (14) hour night shift.

ARTICLE 19
HEALTH AND WELFARE

SECTION 1 The parties acknowledge that health insurance is provided by the Town pursuant to M.G.L. c. 32B, § 23. The Town's contribution rate will be 83% for individual plans and 61% for family plans on the GIC except for the Unicare Basic Indemnity Plan where the Town's contribution rate is 50%. The subscriber shall pay the remainder. Employee contributions may be made on a pre-tax basis through a so-called Section 125 plan. The Town will continue to offer dental insurance through Delta Premier Plan B and contribute 50% of the cost regardless of whether the subscriber is in an individual or family plan.

SECTION 2 The Town agrees to offer term life insurance coverage in the amount of \$5000.00 (an additional \$5000.00 in the event of accidental death or dismemberment) and will pay a minimum of 50% of the premium after thirty (30) days employment for all full-time permanent Employees.

SECTION 3 The Employer agrees to indemnify all Employees for their reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses incurred as the natural and proximate result of an accident occurring, or of undergoing a hazard peculiar to their employment, while acting in the performance and within scope of their duty without negligence on their part; said indemnification to be out of an appropriation for the purposes of Clause 32 of Section 5 of Chapter 40 and under the provisions of Section 100 of Chapter 41 of the General Laws, as amended.

SECTION 4 Any Employee incapacitated for duty because of injury sustained in the performance of his duty shall receive compensation in accordance with Massachusetts General Laws, Chapter 41, Section 111F and shall not be considered sick and shall not lose sick leave.

SECTION 5 The Town agrees to provide for all unit employees appropriate vaccination, including periodic boosters as may be required against Hepatitis B. Participation by employees in such programs shall be voluntary.

SECTION 6 The parties agree that the medical coverage provision may be reopened at any time during the Agreement, by notice in writing from the Town to the Union.

SECTION 7 The firefighter will provide 12 months' notice prior to retirement of the intention to exercise the items listed in "Appendix C". The items will be provided by the Town within the 12-month period following notification unless otherwise agreed to by the firefighter. This language does not prohibit the firefighter from exercising this section earlier as allowed by the CBA.

Following completion of 25 years as a fulltime firefighter or a fulltime firefighter that has been employed by the Town for 25 years an employee may choose to participate in a onetime physical and health screening as defined in Appendix C If the employee elects to participate, the Town will select the vendor and schedule the physical. Unless waived by the employee, patient privacy as defined under the Health Insurance Portability and Accountability Act (HIPAA) apply.

ARTICLE 20
JURY DUTY

While on jury duty, permanent Employees shall receive the difference between their normal pay and the amount received from the court (excluding travel allowance).

**ARTICLE 21
UNION LEAVE**

No more than fourteen (14) days leave of absence per year with pay may be taken by the Local to conduct Union business, to attend state and international meetings and conventions, and to attend funerals of firefighters from other Departments, provided that no more than two (2) members per shift may take such leave at any given time.

**ARTICLE 22
JOB SECURITY AND RELATED MATTERS**

SECTION 1 No call firefighters shall be used on any shift unless at least six (6) permanent firefighters, when available, are employed thereon.

SECTION 2

- a. Whenever a phone call or other direct report of a fire situation is received by the Fire Department directly or by relay from another source, one group of off-duty firefighters, neither on vacation or on long-term disability, will be recalled to duty by way of the Fire Department Radio Paging system. No call firefighters will be recalled unless one group of off-duty firefighters is recalled to duty. The Chief or Officer in charge may request the return of as many persons covered by this agreement in excess of one group as he or she deems necessary, or of any number of call firefighters. Off duty firefighters responding on a group callback will report within fifteen (15) minutes. Personnel not reporting within the fifteen (15) minutes limit will not be recorded and will not be paid.
- b. For any auto alarm received at the Fire Station, the Chief or Officer in charge may determine whether an emergency situation exists, and if so determined, the procedure for recall set forth in Section 2 (a) shall govern.
- c. Whenever a "working fire" or greater is called for, all off-duty firefighters or not on long-term disability, will be recalled to duty by way of the Fire Department paging system. No call firefighters will be recalled unless at least one group of off-duty firefighters is recalled to duty. The Chief or Officer in charge may request the return of as many persons covered by this agreement in excess of one group as they deem necessary, or of any number of call firefighters. Off duty firefighters responding on a group callback will report within thirty (30) minutes. Personnel not reporting within the thirty (30) minutes limit will not be recorded and not be paid.

SECTION 3 Payment for call back under Sections 2(a) and (b) above shall be governed by Article 7, Section 2 of this agreement.

SECTION 4 1. The full shift complement of firefighters for the fire department will be no fewer than six (6) firefighters whenever possible. If at any time the number of permanent firefighters on any shift shall be less than six (6), the Union shall immediately report this fact to the Fire Chief, or if the Chief is unavailable, the officer in charge, who shall determine the reason for the failure to maintain said number and take such action as they shall deem necessary to preserve the safety of the firefighters and the community.

SECTION 5 Employees will be granted substitute or exchange time with qualified Employees within the Department. Lieutenants shall be permitted to substitute or exchange time only with other lieutenants. Substitutions will be permitted when approved by the Chief or Chief's designate. No more than fifteen (15) substitute or exchange time shifts shall be granted in a fiscal year for any one employee.

SECTION 6 New employees must reside within 50 miles of the Town of Bedford's Town border within 12 months of hiring.

**ARTICLE 23
TEMPORARY SERVICE OUT OF RANK**

Any Employee covered by this Agreement who is temporarily designated to assume the responsibilities of a higher rank, shall receive the Step 3 pay of such higher rank from the date the Employee assumes such rank, until relieved of such responsibilities.

**ARTICLE 24
SAFETY COMMITTEE**

SECTION 1 A Committee consisting of at least one shift Lieutenant and one Private selected by the Union shall meet, when appropriate, with the Chief. Accurate minutes of these meetings shall be kept, and the Chief shall chair the meeting. Matters to be discussed shall be of an informal nature relating to safety only. Any Employee may submit a matter for consideration by the Committee. Upon submission of any such matter, a meeting shall be held within ninety-six (96) hours of submission.

SECTION 2 Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unhealthy working conditions or equipment shall be brought immediately to the attention of an Employee's superior officer.

SECTION 3 The parties acknowledge their mutual concern for the health and safety issues related to exposure to hazardous materials. Accordingly, the Safety Committee shall meet as specified in Section 1 of this article for the purpose of evaluating and discussing said concern. The Committee shall have the right of access to all information and materials in control of the department to the extent such information is necessary for evaluation of health and safety concerns. The Committee shall participate in the formulation of safety standards within the department including training programs for employees provided by the departmental training officer.

The Committee shall make recommendations to the Chief regarding hazardous materials matters affecting the health and safety concerns of Union members. The Committee shall also make recommendations to the Chief regarding training needed for new HAZMAT equipment or related technology.

**ARTICLE 25
PRIVATE DETAIL PAY**

Whenever any private person or organization is required to, or shall seek the services of Employees of the Fire Department for private details, such work shall be rotated on an equitable basis by the Town among those Employees who accept such work during their off-duty hours. The rate of pay for this work shall be \$65.00 per hour, effective upon funding of this contract with a minimum of four (4) hours for regular time and time and one-half said rate per hour (minimum 4 hours) from 1800 on Friday through 0600 on Monday the rate of pay will be time and one-half said rate per hour (minimum 4 hours), Holidays and after eight (8) consecutive hours. Details and/or extra duty required by the Town of Bedford shall be according to the present contract (i.e., salary schedule, call-back, overtime, etc.). Any Employee working a detail over four (4) hours shall be paid for a minimum of eight (8) hours.

The Chief, at his sole discretion, may designate a Lieutenant or Captain to function in a supervisory capacity. Supervisor Rate: The hourly rate charge for such work shall be at the rate of \$5.00 per hour over detail pay.

Cancelled details shall be billed at a rate of four hours if not cancelled at least two hours prior to the scheduled start of the detail

ARTICLE 26 EMPLOYEE RIGHTS

SECTION 1 Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union.

SECTION 2 Any off-duty Employee shall be given and have access at reasonable times to his or her own personnel file and shall have the right to respond in writing within reasonable time after said review to any derogatory or critical material contained therein.

SECTION 3 Inherent in this Agreement shall be the policy not to discriminate against any person because of race, creed, color, national origin, sex or marital status, or participation in, or association with, the Union, its activities and affairs. The Union will, subject to applicable law, act for and represent equally all persons covered by this Agreement whether or not they are Union members.

The employer shall not be deemed to be in violation of this Section if its actions were taken in accordance with employment practices required by any state or federal agency. (e.g., minority hiring, etc.)

SECTION 4 No Employee other than a probationary Employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any manner except for just cause. "Just cause" may be interpreted to mean "sub-standard performance".

SECTION 5 Public records normally maintained by the Fire Department shall be made available to the Union upon request.

ARTICLE 27 CAREER INCENTIVE

All regular full time Employees subject to this agreement whose service has been continuous since their original date of employment who further their education in the field of Fire Science Technology or Administration/Management in the areas of Public Administration, Business Administration, Fire Administration or Paramedic Technology shall receive a base salary increase as shown below:

	Effective <u>7-1-2022</u>
Associates Degree	\$4500
Bachelor's Degree	\$6500
Masters Degree	\$8000

Career Incentive covers an Associate or Baccalaureate Degree in the field of Fire Science Technology or Administration/Management in the areas of Public Administration, Business Administration, Fire Administration or Paramedic Technology awarded by an educational institution accredited by the New England Association of Colleges and Secondary Schools, by the Massachusetts Board of Higher Education

or a college or university certified through the National Fire Academy to present the fire and emergency services higher education (FESHE) curriculum. In order to be eligible for career incentive pay, a Firefighter must provide written notification to the Fire Chief of pending degree award 12 months prior to completion of degree. Career Incentive increases shall be granted with the approval of the Town Manager upon certification of a degree properly earned.

ARTICLE 28 PROMOTIONAL LIST

SECTION 1 It is recognized by the parties to this Agreement that continued education of department personnel in those subject areas pertinent to testing for promotion is in their mutual interest.

In order to foster an atmosphere of up-to-date knowledge, the Town shall, within its jurisdiction as a Civil Service Employer, cause a valid promotional list for positions within the Fire Department to be maintained at all times.

The Town shall not be considered in violation of this Article if the Commonwealth of Massachusetts Human Resources Division (HRD) fails in any way, or for any reason not attributable to the Town, to provide the desired current list. Such failures shall include, but not be limited to, HRD's denial of a request for promotional exam based upon its determination that insufficient interest is shown by Fire Department personnel.

The Town shall request that HRD hold an examination at two (2) year intervals so that a current list can be maintained for those employees interested in promotion within the department. The Town will reimburse the cost of the promotional exam fee to any member who successfully passes the exam.

SECTION 2 When promoting officers within the Bedford Fire Department, the following process will take place:

1. Candidates will take the written promotional HRD exam.
2. Candidates shall write a letter to the Chief on matters pertinent to their becoming an officer.
3. Candidates shall respond in writing to questions issued by the Chief; such questions shall be oriented towards scenarios that an officer in charge may encounter if promoted.
4. Each candidate shall be interviewed orally by the Chief.
5. The Chief shall review the past annual performance evaluations that have been completed on each candidate.

SECTION 3 The Town may elect to conduct an Assessment Center, in conjunction with the written promotional HRD exam, in place of the promotional process specified in Section 2 above. The Union will be given opportunity to review and provide comment upon any draft Request for Proposals for consulting services related to an Assessment Center. Use of such Assessment Center shall be approved by the Commonwealth of Massachusetts Human Resources Division.

SECTION 4 The Town will maintain one complete set of reference materials, updated annually from the reading list posted for each promotional exam. Complete and updated materials will be provided no less than 60 days prior to the examination date.

**ARTICLE 29
STRIKES AND WORK STOPPAGE**

The Union and the Town agree that differences between the parties shall be settled by peaceful means provided within this Agreement. The Union and employees within the bargaining unit in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, instigate, sanction or condone any strikes, work stoppages, delays or any concerted refusal to perform normal work duties, as such actions are defined by M.G.L., Ch. 150E, on the part of any employee or group of employees covered by this Agreement.

**ARTICLE 30
SPECIALISTS**

SECTION 1 In addition to emergency response duties and other regular duties as assigned on a daily basis, additional duties will be assigned to the eight (8) employees who serve as one of the following specialist positions: Fire Alarm Superintendent, Assistant Fire Alarm Superintendent, Mechanic, EMT Coordinator, Fire and Life Safety Educator, Computer Specialist, ALS Coordinator, or Hazardous Material Equipment Coordinator. The additional duties of the eight (8) employees serving in these positions are specified in Appendix A of this Agreement. Said employees shall receive additional annual compensation as follows:

Position	Effective 7-1-2016
Fire Alarm Superintendent	\$2,150
Asst. Fire Alarm Superintendent	\$1,500
Mechanic	\$2,500
EMT Coordinator	\$2,800
Fire and Life Safety Educator	\$2,450
Computer Specialist	\$1,000
ALS Coordinator	\$3,000
Hazardous Material Equipment Coordinator	\$500

The above amounts shall be divided so as to be added weekly to the employee's base salary.

It is agreed that bidding for all eight (8) positions shall be opened on January 1, of each even-numbered year and every two (2) years thereafter. The Chief's determination (with regards to the filling of these positions) is final, including without limitation a decision to remove a member from the position with just cause and to fill a position temporarily or until the term expires. If an employee receiving a stipend who is on "injured on duty" leave for more than 90 days, and at the discretion of the Chief, the employee may be temporarily replaced until they return to work, or until their term expires. An employee receiving a stipend that is injured on duty while performing the specific duties of the stipend, will retain the stipend until they return to work, or until the stipend term expires."

SECTION 2 Up to four (4) unit Employees who meet the requirements of Hazardous Materials Technicians shall be paid an annual stipend equal to the annual stipend as determined by the Massachusetts Hazardous Materials Office, subject to all of the following conditions:

- a. The technician must be a member of the Regional Hazardous Materials Team serving Bedford or maintain their own eligibility to be appointed to the regional team by meeting annual State Hazmat Technician certification requirements.
- b. If the technician is a member of the Regional Hazardous Materials Team serving Bedford, the annual stipend shall be included in base pay for the purpose of calculation of overtime pay.
- c. If the technician is a not member of the Regional Hazardous Materials Team serving Bedford, the annual stipend shall not be included in base pay. Annual stipend shall be paid in full on the first pay date in December.
- d. If training outside of the regularly scheduled shift is required for service on the Regional Hazardous Materials team or to maintain certification, and the State has agreed to reimburse the Town for costs incurred for such training, then the employee shall receive overtime compensation.

SECTION 3 Up to Two (2) unit Employees who become an active members of the State recognized Regional Technical Rescue Team serving Bedford shall be paid an annual stipend included in base pay of \$3,000 or the annual stipend as determined by the State of Massachusetts Fire Marshalls Office whatever is greater subject to all of the following conditions:

1. If training outside of the regularly scheduled shift is required for service on the Regional Technical Rescue team or to maintain certification, and the State has agreed to reimburse the Town for costs incurred for such training, then the employee shall receive overtime compensation.
2. Must meet all minimum requirements set forth by the team to maintain active status in good standing.

ARTICLE 31 VERIFICATION OF MEDICAL CONDITION

Employees may be required to provide a written release of all medical records concerning an illness or injury for which benefits are claimed or when the employee is sent to a Town-designated physician for an evaluation of fitness for duty, to release such medical records as are relevant to an evaluation of the employee's current fitness for duty. The Town shall pay the cost of examinations it initiates under this provision.

ARTICLE 32 TRAINING

SECTION 1 All new firefighter recruits will be enrolled and graduate from the Massachusetts State Firefighting Academy's "Recruit Training Program" or other academy using a recognized national curriculum and providing Firefighter I/II certification at the earliest opportunity. In the event the Town hires a person from the State re-hire list, that person shall have a minimum of three (3) years' experience and have completed a fire academy which utilizes a nationally recognized curriculum for training. Failing either, the new hire will be required to attend and graduate from the Massachusetts Firefighting Academy "Recruit Training Program. While enrolled in the program the employee will be assigned work hours consistent with the program and not be assigned to a shift.

SECTION 2 Each member of the bargaining unit shall be reimbursed the required bi-annual recertification fee associated with recertification as an EMT. Such reimbursement shall be paid upon the employee providing proof of successful completion of, and payment for, such certification. Said proof is to be submitted no later than June 30th following the recertification date.

SECTION 3 The Town encourages employees to obtain certifications beyond those provided in the Massachusetts Firefighting Academy for new Firefighters. In this regard, effective July 1, 2017, the Town will compensate each employee obtaining a certification in any of the following areas: Fire Officer I; Fire Officer II; Fire Officer III; Fire Instructor I; Fire Instructor II; Fire Inspector I; Fire Inspector II; Fire Investigator; Operational Hazmat (if not obtained during recruit training); Incident Safety Officer; Public Fire and Life Safety Educator I; Technical Rescue Rope/Rescue I/II; Driver/Operator Pump; Driver/Operator Aerial; CDL (must provide a copy of a current and valid license annually), in the amount of \$250.00. However, this provision shall be limited to five (5) certifications, with no more than two (2) certifications being added to the employee's base pay in any given fiscal year of this contract. Certificates must be provided by June 1 of each year.

ARTICLE 33 PERFORMANCE EVALUATION

SECTION 1 INTENT

The Department shall conduct an annual progress/performance review for each employee. The review system is intended to:

1. establish individual objectives in support of departmental goals and to ensure a common understanding by both manager and employee of what is expected in terms of job performance;
2. serve as the basis for identifying employee accomplishments, as well as the need for performance improvement;
3. plan training, guidance and self development activities that will help employees gain the knowledge and skills to improve performance, advance career goals, and increase job satisfaction;
4. provide documentation of employee performance; and
5. continuously improve Town services.

Given the focus of the performance review as a means of improving performance, such review is not disciplinary in nature and by itself should not be used to impose discipline. However, if a performance review identifies significant deficiencies in performance, and such deficiencies are not corrected in a reasonable time, then the Town may use such evaluation in any discipline proceeding brought to address sub-standard performance, as provided in Article 26, Section 4.

SECTION 2 REVIEW

Each employee shall receive an annual performance review, to be conducted by the employee's immediate superior, unless otherwise directed by the Chief. The annual performance review shall become a part of the employee's permanent personnel record.

SECTION 3 APPEALS

The parties agree that, subject to provisions of this Article, the performance evaluation system shall be governed by the written procedures developed by the Chief, which provide for appeals to the Town Manager only, except that an evaluation may then be appealed to arbitration, using the grievance procedures in this agreement, if it is an overall "fail", defined as an "unsatisfactory" rating in 50% or more of the performance elements.

**ARTICLE 34
INJURED LEAVE**

The following provisions will govern claims for injured leave and for reimbursement of medical expenses in the Department under Mass. Gen. Laws c.41, sections 100 and 111F. To the extent that these provisions conflict with any other past rules, practices and procedures for administering such claims, these provisions will govern:

A. PRELIMINARY REVIEW

1. An employee claiming to have sustained an injury compensable under 41-111F or medical expenses compensable under 41-100 must report the circumstances in writing to the Chief as soon as possible but not later than 48 hours after the incident giving rise to the claim. If an employee is unable to submit a report within the 48 hour period, the employee may have a report submitted on his behalf no later than five (5) calendar days after the incident giving rise to the claim.
2. The Chief shall review the report and the claim. This review process may include an investigation of the circumstances giving rise to the claim, including interviews with the employee filing the claim. The Chief may require the employee filing the claim to provide additional factual and medical information. The Chief may require the employee to be examined by a physician or other specialist designated by the Town and to provide the examiner and the Town with complete medical records of the ongoing incident. (Unless specified otherwise, subsequent references to a "physician" will refer to a physician or a specialist.) The Chief may retain consultant and other services to assist him in the review of the claim.

The goal of the Chief's review will be to determine whether it appears that the claim is compensable under 41-111F and/or 41-100 and to identify any third party who may be liable for the injury to the employee. The employee is obligated to provide the Chief with prompt and complete cooperation.

3. After completion of his review, the Chief will forward the employee's report and other documents the Chief determines to be pertinent to the claim to the Town Manager or his designee. The Chief will provide a report to the Town Manager and a complete copy to the employee which may include his recommendations with respect to the claim, (Unless otherwise specified in this Article, a reference to the "Town Manager" will refer to the Town Manager or his designee.)

Except where the receipt of information important to the claim is unavailable or in unusual circumstances, the Chief will complete his review and forward his report to the Town Manager within 14 (fourteen) calendar days after receiving the employee's written report.

B. TOWN MANAGER DECISION

1. The Town Manager or his designee shall review the recommendation of the Chief and conduct any additional investigation that he deems necessary, including taking any of the steps available at the Chief's review level that the Chief may not have taken. The Town Manager's review shall be designed to determine whether the claim is compensable under 41-111F and/or 41-100, to identify any third party who may be liable for the injury to the employee and to determine whether the employee has met the employee's obligations under this article.

The Town Manager shall decide whether the claim shall be accepted and paid. No claim will be considered accepted until the Town Manager issues a written decision allowing the claim.

If the Town Manager determines that the employee's claim is compensable under either 41-111F or 41-100, he will take the steps necessary to arrange for payments to the firefighter and/or the medical providers.

Except where the receipt of information important to the claim is unavailable or in unusual circumstances, the Town Manager will complete his review of the claim and issue his decision within fourteen (14) calendar days after receiving the Chief's recommendation.

C. ACCEPTED OR REOCCURRING CLAIMS: RETURN TO DUTY

1. The Town may apply the procedure set forth in this article to re-occurring claims and/or claims which have been previously accepted by the Town. The Town's acceptance of a claim under 41-111F or 41-100 shall not in any way limit its ability to apply the review process outlined above to determine whether an employee is fit to return to duty after being out on injured leave and/or whether a medical expense should be paid.

The employee's obligation to fully and promptly cooperate with the review process continues with respect to the Town's review of ongoing claims.

2. If the Town accepts any claim under 41-111F or 41-100, the employee will fully cooperate with any efforts by the Town to seek reimbursement from a third party who the Town determines to be responsible for the injury giving rise to the claim. The employee will notify the Chief immediately of any action taken by the employee against any party for any recovery arising from any injury the employee claims to be compensable under 41-111F and/or 41-100.
3. If for any reason the employee's physician and Town's physician do not agree concerning the employee's fitness to return to duty, a third physician who has no affiliation with the Town or the employee will be used to make a final decision at the cost of the Town. The selection of this third physician shall be agreed upon by both parties.

D. ADDITIONAL PROVISIONS

1. An employee who is unable to work due to an injury the employee claims to be compensable under 41-111F or 41-100 may use other leave the employee has accrued while the claim is being reviewed by the Town, provided the employee meets all of the requirements to be eligible for that type of leave. The departmental payroll shall clearly indicate the type of leave under which the employee is being compensated. To the extent that the Town determines that the employee's leave time is compensable under 41-111F, the accrued leave used by the employee shall be restored immediately in accordance with that determination.
2. Employees who are determined fit for duty under the provisions of this article shall return to work or be removed from the payroll and be subject to disciplinary action, up to and including termination.
3. Besides the grounds for rejection of a claim set forth elsewhere in this Article or the Statute, the following will constitute grounds for rejecting a claim for benefits under 41-111F or 41-100:

- a. If an employee shall attempt to deceive or mislead an attending physician or surgeon concerning his case;
 - b. If the employee refuses or fails to conform to the care instructions of his physician or the Town's physician (to the extent that the Town physician's care instructions do not conflict with the care instructions of his physician);
 - c. If the employee fails to cooperate with the Department in obtaining medical or other evidence relating to his incapacity and treatment, including initial and follow-up evaluations and monitoring by the Department-designated physicians and medical professionals
 - d. If the employee works in any capacity outside the Department while receiving benefits under this article, except with the express, written permission of the Chief to do so while on sick or injured leave;
 - e. If the employee does not make diligent efforts to rehabilitate himself to return to duty as soon as possible or engages in activities which will interfere with his prompt return to duty;
 - f. The employee fails to meet any of the employee's obligations under the provisions of this Article.
4. Employees receiving paid leave are not eligible to accrue other forms of paid leave after sixty (60) calendar days on injured leave.
 5. Nothing in this article shall affect in any way the Town's ability to initiate retirement or discharge proceedings for a fire fighter who is medically incapacitated or who represents that he is medically incapacitated from resuming duties as a fire fighter.

E. LIMITED DUTY

1. Employees who are temporarily incapacitated for full duty but capable of light duty may be assigned light duty at the discretion of the Chief.

At the Town's request, the employee will release to the Town all medical records/reports requested by the Town to make a determination of the employee's ability to perform limited duty.

The Town may require an employee to undergo an evaluation by a physician or specialist designated by the Town to determine the employee's ability to perform limited duty. Said physician shall consult with the employee's specialist if the employee so requests.

Employees who are determined fit to perform limited duty, requested by the Chief to do so and fail to do so shall be removed from the payroll and be subject to disciplinary action, up to and including termination.

F. SECONDARY EMPLOYMENT

1. Employees who sustain an injury in the course of performing work for an employer other than the Town of Bedford, whether injury causes or contributes to any incapacity resulting in any absence from work, shall not receive injured leave under G.L.c. 41, Sec. 111F for the period of said incapacity. Such employees shall be eligible for sick leave, to the extent it is available in the employee's individual accrual.

G. INTERVENTION, MONITORING AND REHABILITATION

1. The Union acknowledges the Town's right to intervene, monitor and direct the rehabilitation of employees who are unable to report to work due to incapacity, with the goal of returning the employee to work as soon as the incapacitating condition allows it. Employees are obligated to cooperate in this effort. This provision and other agreement provisions, along with the expressly negotiated procedures in the Town related to intervention, monitoring and rehabilitation of incapacitated employees, supersede any provisions of the Massachusetts Retirement law (M.G.c. 32), as amended, calling for intervention, monitoring, rehabilitation or anything related thereto to be performed by the Middlesex County Retirement Board or any other entity."

ARTICLE 35 ALCOHOL AND DRUGS

A. PURPOSE

The Town and the Union recognize that Firefighting is a safety sensitive position, and that the Bedford Fire Department must remain drug and alcohol free in order to accomplish its vital public safety mission. A firefighter impaired by drugs or alcohol creates an unreasonable danger to his or her fellow firefighters, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the fire department and its members. Consequently, the abuse of illegal drugs or alcohol cannot be tolerated.

B. PROHIBITED CONDUCT

1. The following conduct shall constitute an offense under this Article.
 - a. The possession, use, transfer, manufacture or sale of any illegal drug.
 - b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
 - c. Driving under the influence of alcohol or drugs.
 - d. Reporting to work with the metabolite of an illegal substance in the blood, with a blood alcohol level above 0.02, or impaired by drugs or alcohol.
2. Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

C. PROHIBITED DRUGS

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained

prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

D. DRUG AND ALCOHOL TESTING

1. Employees are required to submit to drug and/or alcohol testing in the following situations:

a. New Hires:

To the extent permitted by law, each new employee will submit to drug tests at any time during their first year of employment (probationary period).

b. Reasonable Suspicion:

When the Town has reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. The Town must so direct the employee no later than 30 days after suspecting such impairment or use. The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, vehicles (excluding personal vehicles unless after a first incident in which an employee is tested positive for use of alcohol or drugs as defined herein and it is suspected that a personal vehicle is being used for concealing drugs or alcohol related to the prohibited conduct specified in Section B above), lockers, or in other containers on the premises that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

c. Post Incident:

Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test.

d. Follow-up Testing:

An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing for a period of ten years after said violation as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

e. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, refusal to cooperate with the testing laboratory, or refusal to authorize the release of testing results to the Town shall be treated as a positive test.

f. Promotion:

Each candidate for promotion as specified in Article 30, Section 1 will submit to a drug test prior to promotion.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing laboratory for a blood test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. The employee's blood alcohol level shall be reported to the Town immediately.

3. Drug Testing Procedures:

a. **Collection:**

An employee subject to drug testing will be directed in writing to report at a specified time to the testing laboratory. Collection of a urine and/or hair sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce a picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

b. **Processing:**

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. **Reporting Results:**

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. **The Testing Laboratory:**

The testing laboratory(s) shall be selected by the Town, and shall be certified by the State or Federal Government. The Town will notify the Union of the testing laboratory(s) to be utilized.

E. ENFORCEMENT

Ordinarily, a first time offender without a history of significant disciplinary infractions will be referred to an employee assistance program, but the Town reserves its legal rights to discipline up to and including discharge for serious offenses involving criminal conduct or other conduct resulting in physical harm to a person, physical damage to public or private property, or the like. Except as stated above, any employee who violates this Article will be subject to discipline up to and including discharge. In an appropriate case, the Town, in its sole discretion, may retain an employee who has violated this Article. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.

F. EMPLOYEE ASSISTANCE PROGRAM

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

G. LAW ENFORCEMENT OFFICER RESPONSIBILITIES

Nothing in this article shall limit the right and/or obligation of a law enforcement officer to administer alcohol or drug tests to an employee in the enforcement of public laws, or otherwise enforce the law.

ARTICLE 36 FAMILY MEDICAL LEAVE ACT POLICY

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA"). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The SNLA is a state law that provides up to 24 hours per year of unpaid leave to attend to certain responsibilities regarding the education of the employee's child, or the placement of an older relative in a nursing home. Paid leave may be substituted for unpaid leave under certain circumstances. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to designate sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Act.

ARTICLE 37 INCENTIVE FOR EARLY NOTIFICATION OF RETIREMENT

This article is designed to provide employees of the Bedford Fire Department an incentive to give early notification of retirement. The parties acknowledge that delays in filling vacancies under the civil service system increase workload and overtime costs. In order to diminish such effects, and to reward length of service, an employee who retires on or after July 1, 2006 shall be entitled to receive an early notification of

retirement bonus equal to nine percent (9%) of their base pay for the one-year period preceding his/her retirement under Article 12, Section 1, subject to the following conditions:

1. The employee gives written notice to the Town Manager and the Fire Chief, a minimum of twelve (12) months prior to filing for superannuating retirement, of his/her intent to retire and of the expected separation date.
2. Such notice shall be irrevocable.
3. Such employee in-fact retires.
4. The bonus shall be paid as a lump sum upon retirement.

**ARTICLE 38
DURATION OF AGREEMENT**


This agreement shall take effect July 1, 2022 and shall continue in effect until June 30, 2025, or from day to day thereafter, for a maximum of one hundred eighty (180) days, or until such time as a successor Agreement is executed by the parties hereto, whichever comes first.

Either party to this Agreement wishing to negotiate a successor agreement, must so indicate by notifying the other party on or before November 1, prior to the termination of this Agreement. Within fifteen (15) days after receipt of such notification by either party, the parties agree to commence negotiations in accordance with M.G.L., Ch. 150E.

This agreement signed this 24th day of April, 202~~2~~³.

**Bedford Permanent Firefighters
Local 2310 IAFF**

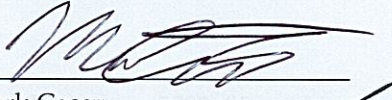
**Town of Bedford
Select Board**



Mark Daly



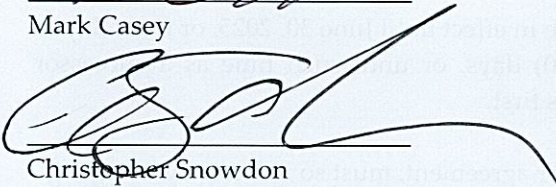
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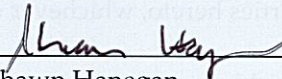
Mark Casey



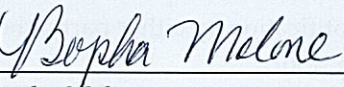
Margot Fleischman



Christopher Snowdon

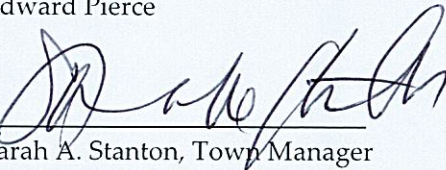


Shawn Hanegan



Bopha Malone

Edward Pierce



Sarah A. Stanton, Town Manager

Date

Date

APPENDIX A SPECIALISTS DUTIES

SECTION 1 FIRE ALARM SUPERINTENDENT

The firefighter/fire alarm superintendent will be responsible for the following additional duties:

The supervision of maintenance and construction on the municipal fire alarm system including the entire cable plant and associated instruments. Adjustments and maintenance of all fire alarm boxes. Make minor repairs to receiving instruments attached to the municipal fire alarm system. Make final connections to the cable system of master fire alarm boxes installed by others. Issuance of box code numbers. The keeping of fire alarm maintenance records, cable pair assignment and control panel fault ground circuit voltage readings. The rebuilding of fire alarm boxes prior to installation on the municipal system. Certain repair and maintenance will be performed on duty provided that the response capability of the department is not compromised. Other maintenance and installation requiring technical expertise may be performed while off duty on overtime. The technical nature of the duties will require that the fire alarm superintendent be present when cable splicing, fire alarm box connection or other work that requires degree of expertise, is ongoing in order to maintain the integrity of the system. Minor repair and installation of 100 Milliamp Fire Alarm and Fire Radio wiring at the fire station.

SECTION 2 ASSISTANT FIRE ALARM SUPERINTENDENT

The firefighter/assistant fire alarm superintendent will be responsible for the following additional duties:

Assisting the Fire Alarm Superintendent with the tasks, duties and responsibilities outlined in Appendix A, Section 1 above.

SECTION 3 MECHANIC

The firefighter/mechanic will be responsible for the following additional duties:

- Minor repairs to apparatus including, but not limited to,
- Replacing/ repairing light bulbs, switches, flashers and other small parts where possible;
- Repairing/replacing defective gauges;
- The installation of automotive batteries and cables;
- Replacement of hoses and belts where possible;
- The winterizing, service and summer preparation of all small engines;
- Lubrication of apparatus parts which may require attention beyond semi-annual maintenance program;
- Inspection of wear items including tires, belts, hoses, etc.;
- Scheduling of maintenance and repairs of fire apparatus and communication with the repair facilities and the fire chief;
- Maintain apparatus records of maintenance, repairs and associated costs; maintain necessary complement of mechanics tools;
- Provide the Fire chief with annual maintenance needs for budget preparation purposes;
- Check daily apparatus checklists as submitted by working groups, create a work order system to track repairs and make repairs where necessary or schedule the repairs to be made.

SECTION 4 E.M.T. COORDINATOR

The firefighter/E.M.T. Coordinator will be responsible for the following additional duties:

- Primary responsibility for ordering medical supplies and equipment as needed – Work with ALS Coordinator to develop and maintain system to ensure all ALS supplies are stocked and/or ordered.
- Maintain sufficient stock in E.M.S. storage areas.
- Schedule annual C.P.R. certification classes.
- Secure and schedule continuing education classes and refresher courses as required for biannual certification of E.M.T.s and Paramedics.
- In partnership with the ALS Coordinator, attend meetings of area E.M.S. groups, (Lahey/Emerson), to provide the input from Bedford Fire as well as to provide Bedford E.M.T.s with any information on area changes regarding procedures, Treatment Protocols, etc.
- Works with ALS Coordinator to schedule and oversee ambulance certification by the State O.E.M.S. Office.
- Maintain certification records for department E.M.T.s and paramedics.
- Provide notice to department E.M.T.s regarding above items as required.
- Provide semi-annual notice to EMT's and paramedics on status of certifications.
- Assumes role as Infection Control Officer for department.
- Assists with the development of policy and procedure regarding EMS operations.
- In Partnership with ALS Coordinator Oversees ongoing regulatory compliance of the department's ambulance license
- Obtain approval by Fire Chief prior to incurring any expenditure in carrying out the above duties.

SECTION 5 FIRE AND LIFE SAFETY EDUCATOR

The Fire and Life Safety Educator will be responsible for the following duties:

- Designing and implementing programs of instruction for target audiences to teach fire and life safety. Target audiences to include but not limited to pre-school, K-12 and the elderly;
- Design and assemble Fire and Life Safety displays for the public;
- Providing statistical data, curriculum and educational ideas to assist with applicable federal, state and local fire and life safety educator grant opportunities;
- Attending in-service training and continuing education programs for Fire and Life Safety Education.

SECTION 6 COMPUTER SPECIALIST

The Computer Specialist will be responsible for the following additional duties:

- Serve as one of the fire department liaisons to the record management system vendors;
- Oversee and update mobile data terminals and associated software;
- Assist in maintaining the fire department website and social media;
- Assist in the evaluation of fire department related software programs;
- Provide the Fire Chief with an annual hardware and technological needs evaluation for budget preparation purposes.

SECTION 7 ALS COORDINATOR

The ALS Coordinator will have primary responsibility for the following additional duties:

- Oversees monthly inventories of all medications and controlled substances including rotation of expiring medications. Ensures accountability policies are current and followed, ensures minimum

stock amounts are maintained and places orders as necessary. Reports all discrepancies to Chief or designee

- Participates in the department's EMS Continuous Quality Improvement (CQI) Program. Serves as one of the liaisons to the medical control facilities designee and third party CQI vendor. Makes reports as required to the medical director and fire chief or his designee.
- Recommends training to be scheduled by the EMT Coordinator for the paramedics including High Acuity Low Occurrence training (HALO) three times per year or as required per the Town Medical Control, Bi-Annual Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) and secures enough training opportunities including rounds to meet minimum training requirements for all department paramedics.
- In partnership with the EMT Coordinator attends meetings of area E.M.S. groups, (Lahey/Emerson), to provide the input from Bedford Fire as well as to provide Bedford E.M.T.s with any information on area changes regarding procedures, Treatment Protocols, etc.
- Oversees ongoing regulatory compliance for advanced life support components of the departments ambulance license and controlled substance certificates.
- Works with EMT Coordinator to schedule and oversee ambulance certification by the State OEMS office
- Assists with the development of policy and procedure regarding EMS operations.
- Review weekly ALS checklists on a monthly basis and identify needs and make recommendations on ALS equipment
- Provide semi-annual notice to paramedics on status of certifications.
- Obtain approval by Fire Chief prior to incurring any expenditure in carrying out the above duties.
- Inspects and verifies the narcotic log for accuracy and completeness.
- Oversees any remedial training of Paramedics and new hire Paramedic training.
- Schedules preventative maintenance and service as necessary for medical equipment.

SECTION 8 HAZARDOUS MATERIAL EQUIPMENT COORDINATOR

- Coordinates implementation, deployment, maintenance and replacement schedule of hazardous materials monitoring equipment.
- Maintains necessary supplies and equipment to perform calibration of monitoring equipment.

**APPENDIX B
CAPTAINS****DUTIES****SHIFT COMMANDER CAPTAIN OR OFFICER IN CHARGE OF SHIFT**

Shall have the responsibilities as currently outlined in Section 8 of the Department Rules and Regulations (2022).

FIRE PREVENTION CAPTAIN

Will respond to working fires or other emergency situations, as necessary, to assist and/or assume command. Will be responsible to see that the groups complete all assigned inspections and that proper documentation of such is recorded. Participates in training when appropriate including all specialized training and oversees direct supervision over personnel conducting fire prevention/training assignments (when necessary). Performs highly responsible work as Fire Department representative regarding all pre-fire conditions; assists with investigation of cause/determination of fires; charged with public education in the enforcement of public safety standards. Responsible for the review of submitted plans to the Fire Department. Familiar with applicable state and local laws and ordinances as well as good practice standards of the National Fire Protection Association. Responsible, under the Fire Chief, for the enforcement of all state and local fire prevention laws and/or regulations. Follows up enforcement of violation/complaints turned in by the public and suppression groups found during department inspections. Responds to questions from the public regarding codes, laws, regulations, etc. Uses considerable judgment, diplomacy, professionalism, and resourcefulness in pursuit of his/her duties. Writes reports and letters and develops proper records of the work of the Fire Prevention Bureau. Prepares cases for court within his/her abilities in cooperation with the Police Department and District Court where voluntary compliance with Fire Safety Orders are not remedied within a specific period of time. Works with the department training captain in developing training and educational programs on fire prevention matters for the department. Inspects all new commercial construction/renovations before occupancy permits are issued. Inspection of new or altered oil heating appliances. Serves as one of the department liaisons to the Emergency Management Team. May be designated to serve as the Community Emergency Management Director. Works to establish Public Relations with the Bedford media and citizens through the office of Chief of the Department. May be designated Public Information Officer (PIO). Works to showcase the professionalism and skills of all Bedford firefighters. Works with the Fire and Life Safety Educator in instituting the fire prevention safety program in the Bedford Schools. The Fire and Life Safety Educator will work mutually with the Fire Prevention Officer wherever necessary in the annual "Fire Prevention Week Education Program" conducted in the Bedford Schools.

DUTIES**OPERATIONS AND TRAINING CAPTAIN**

Will respond to working fires or other emergency situations, as necessary, to assist and/or assume command. Will be responsible to ensure that the shifts complete all training assignments, vehicle checklists and fire reports. Participates in training when appropriate including all specialized training and oversees direct supervision over personnel conducting fire training assignments. Serves as liaison with dispatch personnel as designated by the Chief. Responds to questions from the public regarding codes, laws, regulations, etc. Uses considerable judgment, diplomacy, professionalism, and resourcefulness in pursuit of his/her duties. Work with the Fire Prevention Captain to complete all residential permits and inspections. Serves as one of the department liaisons to the Emergency Management Team. May be designated to serve as the Community Emergency Management Director. Works with the Fire Prevention Captain to complete all required inspections of facilities with hazardous and flammable materials.

The Operations and Training Captain will be responsible for the following additional duties:

- Develops and implements a comprehensive program of training and instruction for Officers and Firefighters.
- Maintains training records for all members of the Department.
- Review vehicle and equipment checklists and follow through with appropriate personnel to ensure proper maintenance and repairs.
- Works with the Chief of the Department to evaluate and implement new equipment.
- Works with the Chief of the Department on developing and implementing operational policies and procedures
- Assigns instructional duties to Officers of work groups and evaluates methods and effectiveness of the instruction.
- Works closely with State and Federal training agencies regarding training programs available.
- Report verbally to the Chief with regards to each groups training progress.
- Submit to the Chief a monthly written report concerning department training activities.
- Establish a monthly training schedule to be integrated with other department functions. This schedule to be posted in written form. This function is to be monitored and compliance included in monthly report to the Chief.
- Develop activities for special Town of Bedford concerns.
- Work to establish Public Relations with the Bedford media and citizens through the office of Chief of the Department. May be designated Public Information Officer (PIO).
- Work to showcase the professionalism and skills of all Bedford firefighters.
- Assist in investigation of cause/determination of fires.

FIRE PREVENTION AND OPERATIONS/TRAINING CAPTAINS :

SECTION 1

- These positions will be forty (40) hours per week. The shifts will consist of four (4) ten-hour shifts Monday through Thursday or Tuesday through Friday. The shifts will be 7am – 5pm. The administrative offices shall be covered from 7am – 5pm Monday through Friday, (with the exception of vacations, personal days, holidays, seminars, etc. or when Fire Administration personnel have been assigned to cover the suppression shifts). Additional hours necessary to fulfill the responsibilities of his/her duties will be subject to the provisions of the existing contract.
- The appointed applicants will receive an additional stipend of \$3,000.00 included into their base pay. Hours worked beyond the normal 40 hour work schedule will be subject to the provisions of the existing contract. The appointed applicant will be entitled to all contract provisions regarding overtime. The administrative group shall be paged for whenever a group and call and/or all call is paged.
- Schooling, seminars, classes, etc. will be at the discretion of the Chief.
- The Fire Chief will handle vacations within the administrative offices. One week's vacation will consist of 40 hours of vacation time. Only one Captain will be on vacation at any given time. The Chief will be made aware of all scheduled vacation time.
- Holidays per the contract.
- Vehicles will be provided for the Captains to carry out their duties, as is the current practice. If the appointed applicant resides in Town or an adjoining town the vehicle can be brought home after the workday, weekends, holidays, etc.
- Captains will respond to the following incidents to take command and/or assist command as needed:
 - All reports of structure fires.
 - Reports of motor vehicle accidents with serious injury or entrapment.
 - Specialized Rescues.

- Incidents that require the Command, Operations and Safety Roles to be filled in the incident command system.
- As a safety officer and/or liaison when fire companies respond and are working mutual aid.
- If after January 1st, budget projections indicate that appropriate overtime moneys are nearly expended, union officials will be notified and steps taken for the Captains to be utilized on a more frequent basis to keep budget appropriations on line when the shift officer is out. The Union and the Chief will meet in advance to work out the steps to achieve the scheduling.
- The Fire Prevention and Operations Captain will be utilized as shift coverage to offset costs incurred by the absence of shift officers for personnel days, line of duty injuries and bereavement days during their normal shift hours. This provision shall not conflict with pre-scheduled duties that cannot be changed or altered. The appointed applicants will be subject to man a shift during their regularly scheduled shift hours once tones are sent out at no cost to the Town if:
 1. On call group is toned and one man is toned for. On call group does not respond to tones within the prescribed time a day officer is utilized.
 2. On call group is toned and two men are toned for. On call group responds with one member or no members, one or both day officers will be utilized.
 3. Captains will only be utilized for on call shift coverage if they are in quarters or are available within Town to return to quarters.

SECTION 2 – DEPARTMENT CAPTAINS GENERAL

- When a captain is designated acting chief on a normally scheduled day off, the captain will receive two (2) hours of straight pay.
- The Captain shall not be allowed to provide shift coverage while serving as acting chief.
- In the event the Chief of the Department will be unavailable for more than 48 hours. A Captain will be named Acting Chief and be compensated the difference between the captain's salary and the bottom range of the Chief's salary in the salary bylaw

QUALIFICATIONS

CAPTAINS

The Captain position shall be filled through a competitive process in accordance with M.G.L. c.31 and in accordance with the procedures set forth in Article 28 Section 2. Ability to work with the public. Ability to maintain close contact with other municipal agencies. Ability to set attainable goals for the Department and strive to meet or exceed them. Ability to recognize problems and deal with them satisfactorily. The selection of the Chief is final. The appointed applicant understands that this position is vital to the every day structure of the Bedford Fire Department. Captains can request to be transferred to positions within the Captain Rank.

APPENDIX C

Physical and Health Screening

<i>ANNUAL Public Safety Exam (NFPA 1582 compliant)</i>	
Hands-On Physical Exam	included
Vision Exam (Titmus)	included
Occupational Hearing Exam	included
Skin cancer assessment	included
Behavioral Health and Sleep Assessment Screenings	included
Personal Consultation with review of testing results	included
<i>Cardiopulmonary Assessment</i>	
Echocardiogram (Heart Ultrasound)	included
Resting EKG	included
Treadmill Stress Test with EKG	included
Carotid Arteries Ultrasound	included
Aortic Aneurysm Ultrasound	included
Pulmonary Function Test	included
<i>Cancer and Disease Assessment</i>	
Thyroid Ultrasound	included
Liver, Gall Bladder, Spleen, & Kidney Ultrasounds	included
Bladder Ultrasound	included
Pelvic Ultrasound for Women (external)	included
Prostate and Testicular Ultrasound for Men	included
<i>Blood and Laboratory Tests</i>	
Hemoccult Test	included
Urinalysis	included
Lipid Panel	included
Diabetes Tests (Hemoglobin A1C and Glucose)	included
Complete Blood Count	included
Comprehensive Metabolic Panel	included
Thyroid Panel	included
PSA (men)	included
CA-125 (women)	included
<i>Fitness Evaluation (NFPA 1583 ~WFI Guidelines)</i>	
Muscular Strength and Endurance Evaluation	included
Aerobic Endurance Evaluation (VO2 Max Calc)	included
Flexibility Evaluation	included
Nutrition and Diet Recommendations	included
Personal Fitness Recommendations	included
Body Weight and Composition	included
<i>Medical Clearances</i>	
OSHA Respirator Medical Clearance	included
Firefighter Medical Clearance NFPA 1582	included

APPENDIX D
INDIVIDUAL AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(please print) Last Name First Name Middle Initial

TO: Treasurer, Town of Bedford

Effective _____, I hereby request and authorize you to deduct from my weekly earnings an amount equal to one percent of my base pay as the regular payment of the current rate of union dues, as certified by the Bedford Firefighters Association, Local 2310. This deduction shall be taken 2 times per month as per the schedule currently established by the Town of Bedford, Finance Department.

The amount deducted shall be paid monthly to the Treasurer of the Bedford Permanent Firefighters Association.

The Bedford Permanent Firefighters Association shall be responsible to provide you with the dollar amount of the deduction based on the current contract and will provide you with updated amounts as required, i.e., successor contracts, step increases.

This authorization shall remain in effect unless a new rate is established by the Union or upon termination of my employment.

Employees Signature

Street Address (Home)

City, State, ZIP