
CONTRACTUAL AGREEMENT
BETWEEN
TOWN OF LAKEVILLE
AND
LAKEVILLE PERMANENT
FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL# 3188
July 1, 2023 - June 30,
2026

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AGREEMENT

THIS AGREEMENT entered into by and between the Town of Lakeville, County of Plymouth, Massachusetts, hereinafter designated Town and the Lakeville Permanent Firefighters Association, International Association of Firefighters, AFL-CIO-CLC, Local #3188, hereinafter designated Association.

WHEREAS, the parties desire for the purpose of collective bargaining with respect to the establishment of rates of pay, hours of work and conditions of employment. The negotiation of collective bargaining agreements and the establishment of an equitable and peaceful procedure for the resolution of any differences arising thereunder, pursuant to Chapter 150E of the Massachusetts General Laws and any amendments thereto, it is therefore agreed as follows:

ARTICLE I RECOGNITION

The Town recognizes the Association as the exclusive bargaining agent for all Permanent Firefighters and Permanent Officers of the Lakeville Fire Department, exclusive of the Chief, Deputy Chief, Call Officers and Call Firefighters.

ARTICLE II NON-DISCRIMINATION

SECTION 1.

The Town and Association agree not to discriminate in any way against employees covered under this Agreement on account of Race, Creed, Religion, National Origin, or Sex.

SECTION 2.

Employees are free to become or refrain from becoming members of the Association.

ARTICLE III MANAGEMENT RIGHTS

It is agreed by the Town and the Association that this Agreement shall in no way impair or infringe upon the Town or its duly authorized representative's rights to determine and prescribe the methods and means by which the Fire Department shall be conducted, except as may otherwise be specifically provided in this agreement.

ARTICLE IV RULES AND REGULATIONS

All employees covered under this Agreement shall be governed by the Rules and Regulations of the Department in effect as of March 26, 2019. Any specific provision of this Agreement involving a mandatory subject of bargaining which is inconsistent with any provision of the Rules or Regulations supersedes such provision.

No changes or additions to such Rules and Regulations involving a mandatory subject of bargaining shall be effective unless the following conditions have been met:

1. The Select Board has been afforded thirty (30) days in which to review any such proposed changes or additions, and has not voted to disapprove or modify such changes or additions; and
2. The Association has been afforded an opportunity to discuss such changes or additions with the Select Board.

Employees covered by this Agreement shall be given a copy of the Rules and Regulations if they have not yet received a copy.

ARTICLE V EMPLOYEE RIGHTS

SECTION 1.

Employees have, and shall be protected in the exercise of the right, to freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of the employees to assist the Association shall be recognized as extending to participation in the management of the Association, and acting for the Association in the capacity of an Association officer or representative or otherwise, and including the right to present Association views and positions to: the public, to officials of the Town and the Department of the General Court, or to any other appropriate authority or official. Neither the Town nor its designated representatives shall:

1. Interfere with, restrain or coerçé employees in the exercise of their right to join or refrain from joining the Association;
2. Interfere with the formation, exercise, operations, or administration of the Association;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Association; or
4. Discharge or discriminate against employees in any way because of Association activities.

SECTION 2. PERSONNEL RECORD

Upon receipt of a written request, the Town shall provide an employee an opportunity to review his personnel record. An employee may obtain a copy of his record upon submission of a written request to the Town. An employee may submit, for inclusion in his personnel record, a written statement explaining the employee's position in the event of disagreement about information contained in such record.

SECTION 3. RIGHT TO UNION MEMBER PRESENT

An employee shall have the right, upon request, to have a union member present for the purpose of advice whenever he is interrogated about his performance or conduct in a matter which might reasonably lead to discipline. Such interrogation shall not be unduly delayed, nor shall the member interrupt or otherwise impede the questioning. All employees have a duty to cooperate in the investigation of matters which relate to or affect an employee's performance, conduct, and fitness for duty. This section shall not be deemed to waive any constitutional rights related to the investigation of criminal conduct.

SECTION 4. DISCIPLINE AND DISCHARGE

No employee who has successfully passed his/her one (1) year probationary period shall be discharged, suspended, demoted, or reprimanded without just cause. Reprimands shall be grievable, but shall not be arbitrable unless and until used as a basis for supporting discipline which imposes a loss of compensation. Employees dismissed before the expiration of the probationary period shall have no recourse under this agreement.

SECTION 5. EMPLOYEE RESPONSIBILITIES

All employees covered under this agreement shall not be required to paint, do carpentry, plumbing or electrical work or maintain the building but shall continue the general housekeeping duties of the Fire Station as stated in the daily duties of the Fire Station as prescribed by the Chief.

SECTION 6. APPRAISAL SYSTEM

The Association and the Chief of the Fire Department or his designee shall engage in a collaborative effort to formulate an employee appraisal system. The objective of the appraisal system will be the betterment of the Lakeville Fire Department and its employees. The appraisal system shall be defined in writing and disseminated to relevant parties. It is agreed that the Town or the Association may opt out of this system at any time.

ARTICLE VI DUES DEDUCTION

SECTION 1.

The Town shall deduct the union dues for the current month on a bi-weekly payment plan and shall remit dues to the Secretary/Treasurer or the Treasurer of the Association following the month of deduction. Members of the Association shall individually certify in writing (Appendix A) that they authorize such deductions and file such authorization with the Town Treasurer. Such authorization shall continue in effect, until the termination of employment, unless revoked in writing by the

employee, on sixty (60) days' notice to the Town Treasurer and the Union Treasurer.

ARTICLE VII SENIORITY

Seniority within the Lakeville Fire Department shall commence from the date of appointment as a Permanent Firefighter by the Town of Lakeville and shall not be broken by vacation time, sick time, injury leave, leaves of absence, temporary layoff or military leave.

If two (2) or more employees have the same date of appointment, then seniority shall be determined by previous firefighting experience, such as time served as a call firefighter.

If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority governed by the terms of this agreement.

Seniority will govern, subject to the operating needs of the Fire Department as determined by the Chief or his Designee, in the assignment of vacations and holiday leave.

In the event that the Town determines to add positions to an existing shift, or create a new shift, then employees by way of seniority shall be given first opportunity to fill such shift within rank. If no employee is interested in filling such shift within rank, then the Town shall fill the open shift by inverse seniority, i.e. the employee with the least seniority shall be assigned.

In the event of a layoff of full-time permanent personnel, for lack of funds, lack of work or abolition of positions or for a reduction of work hours of such personnel for the same reasons, such layoffs or reductions shall be in accordance with seniority. Personnel with the greatest seniority shall be laid off last and shall be rehired first. No new employees shall be hired until all laid off permanent firefighters who are available to work, have been rehired or until any such personnel whose hours have been reduced has returned to his regular work hours.

ARTICLE VIII HOURS OF DUTY

SECTION 1.

- (a) Rotation Shift: The weekly tour of duty shall consist of one (1) twenty-four (24) hour shift on, followed by forty-eight (48) hours (two (2) days) off, followed by twenty-four (24) hours on, followed by ninety-six (96) hours (four (4) days) off. The average work week shall consist of forty-two (42) hours in an eight (8) week cycle.

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- (b) Effective July 1, 2012, for time off such as vacation, holidays, personal, sick and union days, the 24 hour schedule will be divided and administered with 2 tours-a 10 hour day tour and a 14 hour night tour.
- (c) Day Shifts: There will be two (2) rotating forty-two (42) hour average weekly shifts, which shall consist of four (4) twelve (12) hour shifts and four (4) days (96) hours off consecutively to run opposite each other.

SECTION 2. SUBSTITUTION

Employees of the Fire Department, with at least a forty-eight (48) hour notice, except in an emergency, to the Chief or his Designee, may be permitted to substitute or exchange time with qualified members of the Department. Such permission shall not be arbitrarily or capriciously withheld.

ARTICLE IX OVERTIME

SECTION 1. RATE

An employee required to work in excess of the regular hours of work set forth in Article VIII, Section 1, shall be paid overtime for all such hours at the rate of time and one-half the hourly base set forth in Article **XVIII**.

SECTION 1a. CALLBACK

The minimum pay for a call back while off duty shall be two (2) hours, and work in excess of each hourly increment shall be compensated to the next hour, i.e. 125 minutes would be compensated as three (3) hours, at the overtime rate.

SECTION 2. PREFERENCE AND ASSIGNMENT OF OVERTIME

- (a) Permanent employees *shall have work preference for all work*, including details which involve the duties of a firefighter in or out of the Fire Station, provided that in the event of a vacancy resulting from a permanent employee's non-work related illness or non-work related injury and such employee advises the Chief that he will be unable to work for more than four (4) weeks, the Chief may attempt to fill such vacancy with a non-permanent employee. Any employee performing work beyond his regularly scheduled hours under this section shall be paid at the overtime rate as described in Section 1 of this Article.

- (b) Overtime work shall be assigned by the Chief or his Designee and in accordance with and as required by paragraph (a).
- (c) Overtime work shall be covered on a rotation basis with an up-to date full time department roster which is to include the Deputy Chief being used to record all shifts of overtime taken or refused for each employee on the roster. For the purpose of this section, overtime refused shall only be counted as refusal of overtime if the employee is actually contacted at least two (2) hours before the commencement of the tour. Further refusal due to attendance of Fire and/or E.M.T. courses shall also not cause loss of position in the rotation.

Overtime will not be counted as hours worked, when an employee is ordered to work as a continuation of his/her shift.

SECTION 3. OVERTIME AT CHANGE OF SHIFT

- (a) In the event that employees covered under this agreement are required to work overtime at the change of shifts, overtime pay will start when the shift should have normally ended, as per the practice in effect prior to the signing of the contract.
- (b) Normally, the employee on duty will be the employee who takes the Rescue Truck out, and he/she shall be paid time and one-half for this time after his/her hours of duty.

ARTICLE X PAID HOLIDAYS

The following days shall be considered holidays:

New Year's Day	Independence Day
Martin Luther King's Day	Labor Day
Washington's Birthday	Columbus Day
Patriots Day*	Veterans Day
Memorial Day**	Thanksgiving Day
Juneteenth	Christmas Day

The above holidays, except for Patriots Day and Memorial Day, must be taken within 90 days. Patriots Day must be taken within 60 days, and Memorial Day must be taken by June 30th.

The aforementioned shall be construed to guarantee each full time Member thirteen (13) paid holidays each year whether or not his day off falls on a holiday, and paid holidays shall be defined to mean compensatory time off or a day's pay at the discretion of the Town.

All Members covered under this agreement shall be paid for twelve (12) hours at their regular rate of pay for state legal holidays, plus two (2) additional days. The two (2) additional days may be taken subject to public safety operational needs and will not be unreasonably denied.

ARTICLE XI VACATIONS

SECTION 1.

All employees covered under this Agreement who have been in continuous service of the Town for twelve (12) months shall be granted the following vacation without loss of pay:

SCHEDULE FOR ROTATION SHIFTS

Length of Employment	Accrual Rate
1-5 Years	8 tours/year
5 -10 Years	12 tours/year
10- 15 Years	16 tours/year
15 and Beyond	1 extra tour/year not to exceed 5 tours

The extra tour specified above shall equal 12 hours each for rotating day/night personnel.

Vacations shall be scheduled to commence on the first duty day of the week.

SECTION 2.

Only one (1) Permanent Employee may be on a full shift vacation at a given time, unless otherwise approved by the Chief.

SECTION 3.

Employees shall be entitled to divide their annual vacation leave into individual tours, provided only up to two (2) employees are on single days of vacation at a given time and further provided the Chief, or his Designee, is given verbal notice within forty-eight (48) hours.

Employees shall submit their multiple day vacation requests with a two (2) week notice and single day vacation requests with forty-eight (48) hours notice. Employees shall submit their requests on a thirty (30) day calendar. After an employee's vacation has been picked, it can only be changed by the employee if it does not conflict with another employee's request.

SECTION 4.

No Permanent Employee shall be required to reschedule vacation periods, on account of intergroup transfers.

SECTION 5.

One week of unused vacation can be carried over to the next fiscal year for a period of six (6) months.

ARTICLE XII PERSONAL DAYS

All employees covered under this Agreement shall be granted six (6) personal days each year. Three (3) personal days shall be deducted from accumulated sick leave.

ARTICLE XIII SICK LEAVE

SECTION 1.

Sick leave will be granted in accordance with the provisions of this article to each Permanent Employee when the employee:

- (a) Is incapacitated from the performance of his/her duty due to sickness or injury other than from provisions of Article **XIV** of this Agreement.
- (b) Is required to undergo medical or dental treatment when such treatment cannot be accomplished on off-duty hours.

SECTION 2. SICK LEAVE ACCUMULATION

Each employee covered under this Agreement shall accrue sick leave at the rate of one and one-quarter (1 ¼) days each month of actual work performance for a total of fifteen (15) tours per year. Sick leave shall be accumulated from one year to the next. For the terms of this Agreement the maximum accumulation of sick leave shall be two hundred (200) tours.

Any employee covered under this Agreement in their first year of employment shall receive sick leave pro-rated at a rate of one and one-quarter (1 ¼) days per month from the date of employment, not to exceed fifteen (15) tours in the first year.

SECTION 3. SICK LEAVE POOL

With the approval of the Wage and Personnel Board, an employee may, at any time, transfer any number of his/her sick days to another employee, not to exceed five (5) days per year. Said transfer shall occur only after the receiving employee has exhausted all accrued vacation, personal and sick leave of his/her own, and only after a written request has been filed by the transferring employee. The transfer request shall be verified by the HR Director and notation made in both employees' personnel files.

SECTION 4. SICK LEAVE INCENTIVE

Any employee who does not use any of his/her sick leave for a six (6) month period beginning July 1 and ending December 31, and the period beginning January 1 and ending June 30, shall be entitled to a bonus of four hundred dollars (\$400.00). Employees shall be eligible for said bonus during both time periods.

SECTION 5. SICK LEAVE BUYBACK

Employees with a minimum of ten (10) years continuous service in the bargaining unit who retire under Mass. General Laws, Chapter 32 or die shall receive (or his/her estate shall receive) a payment equal to twenty percent (20%) of the sick days accumulated in excess of 75 days, but less than 200 days; the maximum payment hereunder shall not exceed forty (40) days pay. For Example, 100 sick days accumulated-payment is 20 days; 75 sick days accumulated-payment is 0.

A day's pay shall be considered 12 hours for sick leave buy back.

ARTICLE XIV INJURED ON DUTY

SECTION 1. PERSONAL INJURIES SUSTAINED IN THE LINE OF DUTY

Employees shall be compensated for job-related injuries in accordance with the terms and provisions of Mass General Laws, Chapter 41, Section 111F. Any dispute arising under this section shall be resolved under the grievance arbitration procedure, Article **XXVII**.

SECTION 2. INDEMNIFICATION OF MEDICAL EXPENSES

Indemnification of medical expenses of employees injured on the job is governed by the provisions and procedures of Mass General Laws, Chapter 41, Section 100.

SECTION 3. LINE-OF-DUTY DEATH COVERAGE

The Select Board agrees to place an article on the Annual Town Meeting requesting the Town vote to accept Chapter 41 Section 100G 1/4, payment of reasonable expenses, not exceeding \$15,000, of the funeral and burial of a Firefighter killed in the line-of-duty. Also M.G.L. Chapter 32 Section 100A Killed-in-the-line-of-duty Benefit for public safety employees is \$150,000.

ARTICLE XV BEREAVEMENT LEAVE

SECTION 1.

All members covered under this Agreement shall be granted bereavement leave without loss of pay in the event of a death in the member's family. Such *leave* shall be three (3) *twelve* (12) hour tours for the immediate family and shall commence following the day of the death. Immediate family shall include the spouse, mother, father, sister, brother, child, mother-in-law, father-in-law, brother-in-law, grandparents, both maternal and paternal and grandchildren. For the purpose of this Section, mother, father, sister, brother, shall include stepmother, stepfather, stepsister, stepbrother and stepchild.

Additional tours may be granted at the discretion of the Chief or his Designee. In the event that additional tours are granted, those additional tours will be deducted from accumulated sick time, or vacation time, or a combination of both.

SECTION 2.

Upon the death of an aunt, uncle, nephew, niece, or godchild, bereavement *leave* of one (1) tour shall be granted to allow the employee to attend the funeral, or to travel to or from the funeral.

ARTICLE XVI TIME OFF WHILE PERFORMING UNION DUTIES

SECTION 1.

The Association officers shall be granted reasonable time off with pay to attend negotiations with the Board of Selectmen and meetings at level one, level two and level three of the Grievance Procedure, subject to call out for emergencies.

SECTION 2. UNION LEAVE

Officers of Local # 3188 shall be allowed time off with pay to attend National conventions or educational conferences and state P.F.F.M. monthly meetings. The total number of tours for which leave will be granted under this section shall not exceed ten (10) tours. No more than one (1) on-duty Association member, from any working shift, will expend these tour leaves at any one time with the exception of the Professional Fire

Fighters of Massachusetts annual convention when two (2) on-duty personnel will be permitted to expend these tours.

The names of those attending, with the dates covering such State or National conventions or educational conferences and meetings, shall be submitted to the Chief of the Department or his Designee; and a copy thereof, to the Board of Selectmen. A written list of officers and members of duly constituted committees shall be furnished to the Chief immediately after his designation.

SECTION 3. OFFICERS

The Association shall also provide a list of its officers to the Chief and the Select Board and update the list as necessary.

ARTICLE XVII LEAVES OF ABSENCE WITH PAY

All full-time employees covered under this Agreement will be granted leaves of absence without loss of pay for the following purposes:

1. Attendance at educational programs authorized by the Town, the Chief or the Chief's designee.
2. An employee who is a member of the National Guard or any component of the United States Reserves shall be granted a leave of absence without loss of pay for a minimum of fifteen (15) days in any one (1) calendar year when called for temporary duty.

ARTICLE XVIII RATES OF PAY

Rank	FY24 (3%)	FY25 (3%)	FY26 (3%)
Step 1	\$23.81	\$24.53	\$25.26
Step 2	\$24.24	\$24.96	\$25.71
Step 3	\$25.57	\$26.34	\$27.13
Step 4	\$26.35	\$27.14	\$27.95
*Lieutenant	\$29.25	\$30.12	\$31.03

Effective July 1, 2020, the pay differential for Lieutenants shall be at 11% above the base pay of a Step 4 Firefighter:

Increase base rates as follows:

Effective July 1, 2023	3% Reflected in the table above
Effective July 1, 2024	3% Reflected in the table above
Effective July 1, 2025	3% Reflected in the table above

Effective July 1, 2023, all employees must enroll in direct deposit.

ARTICLE XIX LONGEVITY PAY

SECTION 1.

All employees covered under this Agreement who complete the number of years indicated shall be granted Longevity. Longevity shall be included in base pay.

5 Years	2% of base pay, annually
10 Years	3% of base pay, annually
15 Years	5% of base pay, annually
20 Years	7% of base pay, annually

SECTION 2.

Any employee of the Fire Department hired after July 1, 2011 will no longer be entitled to longevity pay.

ARTICLE XX CLOTHING ALLOWANCE

All employees covered under this agreement shall receive up to \$1,000.00 dollars per fiscal year, to be paid by a voucher system. New hires shall be given an additional \$200.00 for the first clothing allowance totaling \$1,200 for additional expenses, to be paid by a voucher system.

ARTICLE XXI EDUCATIONAL BENEFITS

Effective July 1, 2017, employees who receive certain other degrees in Fire Science, Paramedic Science, or Fire Service Administration, from an accredited institution, not to include credits for courses at the Fire Academy, shall receive incentive pay equal to a percentage of the rate of pay as set forth in Article XVIII, as follows:

Associate's Degree	7%
Bachelor's Degree	12%
Master's Degree	14.5%

ARTICLE XXII SPECIALIZATION PAY

Section 1. E.M.T. RECERTIFICATION AND MEDICAL LICENSE

The Town shall reimburse EMTs covered by this Agreement for all re-certification and/or application fees. All training required by State law or regulation to be performed by EMTs and EMTPs (for re-certification, CPR. And DOT) shall be reimbursable. Such reimbursement is included as outlined in Article XXII Section 1 Specialization Pay.

All employees covered under this Agreement who hold a certified National and/or State E.M.T. rating shall be compensated in the following amounts added to their base pay annually:

Certification	FY24	FY25	FY 26
EMTP	\$10,600	\$12,000	\$13,400
EMTB	\$6,600	\$7,600	\$8,600

All employees covered by this agreement shall be required to obtain and maintain paramedic certification and secure continued authorization to practice through the Town’s designated Medical Control Director. The obtainment of certification and authorization to practice shall be achieved in the time fame established within the written conditional offer of employment from the Fire Chief. Employees covered by this agreement shall be considered a probationary employee until such time as the provisions of this article are attained.

Members who obtain a Certified Community Paramedic (CP-C) certification shall receive the following additional compensation, in addition to their EMT-P specialization pay, added to their base pay annually:

Effective July 1, 2022 \$2,000

Section 2 Additional Stipends

Any employee assigned to the role of Training Officer or Quartermaster shall receive the following stipend(s) added to his/her base salary annually:

- Training Officer \$2,000
- Quartermaster \$2,000

Assignment to these roles will be at the Chief’s discretion as will the duties to be performed.

ARTICLE XXIII TRAINING

SECTION 1

All employees covered under this Agreement shall receive compensation at one and on-half (1½) times their regular rate of pay for each hour of attendance for required and/or approved training including monthly drills.

SECTION 2

TRAINING: Massachusetts Certifications

All employees covered under this agreement shall receive a stipend of one hundred dollars (\$100.00) per training certificate, up to the amount of \$800.00, to be paid the first pay period in December for certifications in the following categories:

Fire fighter I/II	Fire Inspector I	Fire Investigator
Fire Officer I	Fire Inspector II	Public Fire and Life Safety Educator I
Fire Officer II	Fire Instructor I	
Fire Officer III	Fire Instructor II	
Fire Officer IV	Fire Instructor III	

Section 3

All new Firefighters hired after July 1, 2021 will be required to sign a Training Reimbursement Agreement with the Town using the form attached hereto as "Attachment A" in which they agree to reimburse the Town for its training costs in the amounts set forth therein if they leave their position as a Firefighter prior to the completion of four (4) years of service from the Firefighter's date of hire.

ARTICLE XXIV DETAILS

The rate of pay for outside details, to be paid by an individual, group, corporation or organization shall be **fifty dollars (\$50.00)** per hour with a three (3) hour minimum.

ARTICLE XXV COURT TIME

SECTION 1

Any Off-Duty employee covered under this Agreement shall receive compensation at one and one-half (1 ½) times their regular rate of pay for each hour in court. This shall be paid when called upon on behalf of the Town of Lakeville Fire Department as a witness, in a matter arising from the employee's performance of duty.

SECTION 2

Any On-Duty employee covered under this Agreement shall receive a leave of absence without loss of pay for each hour in court with adequate travel time when called upon on behalf of the Town of Lakeville Fire Department.

ARTICLE XXVI HEALTH INSURANCE

SECTION 1.

Effective July 1, 2008, the Town shall contribute seventy-five percent (75%) of the employee's HMO plan or High-Deductible plan. The employee shall contribute the remaining twenty-five percent (25%). The Town shall contribute sixty-five (65%) of the employee's PPO plan. The employee shall contribute the remaining thirty-five percent (35%).

SECTION 2.

There shall be no changes in group insurance in accordance with provision 32B of Mass General Laws for the duration of the Agreement unless mutually agreed upon by both parties.

SECTION 3

Effective July 1, 2022, for any employee hired after July 1, 2017, the Town shall contribute sixty five percent (65%) of the premium for an employee's chosen health plan. The employee shall contribute the remaining thirty five percent (35%). P

Effective July 1, 2017: a buy-out of health insurance premiums shall be available at the value of five thousand dollars (\$5,000) a year for a family plan or two thousand five hundred dollars (\$2,500) a year for a single plan for employees who, upon proof of alternate coverage, opt out of the Town's plan. Buy-out shall be at the coverage level for which the employee is eligible with payments made monthly.

SECTION 4. Fitness Reimbursement

- a) It is understood and agreed by both the Town and the Union that this benefit is offered in lieu of adequate onsite physical training facilities and that should such facilities become available this benefit will be discontinued forthwith. Each union member shall be offered a reimbursement of up to \$50.00 per month for a fitness club membership.
- b) Requests for reimbursement will be submitted to the Chief on a quarterly basis and be accompanied by sufficient evidence to demonstrate use of the facilities no less than 10 days per month.

ARTICLE XXVII GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance shall be defined as a dispute between a member of the Association covered by this Agreement or the Union and the Town or its representatives over the interpretation or application of the provisions of this Agreement. Grievances shall be handled as follows:

Level one: A grievant shall submit said grievance in writing (Appendix B) to the Chief of the Fire Department within ten (10) days, exclusive of Saturdays, Sundays or holidays

after the incident giving rise to the grievance, has occurred. The Chief of the Fire Department shall render his decision within ten (10) days, exclusive of Saturdays, Sundays or Holidays, after receipt of the grievance.

Level two: If the grievant is not satisfied with the disposition of said grievance at level one, he may submit said grievance in writing to the Select Board within ten (10) days, exclusive of Saturdays, Sundays, and holidays following receipt of the Chief's decision. The Board of Selectmen shall render their decision within fifteen (15) days, exclusive of Saturdays, Sundays or holidays, after receipt of the grievance.

Level three: If the grievant is not satisfied with the decision of the Select Board, the Association may, within fifteen (15) days, exclusive of Saturdays, Sundays or holidays, submit a grievance to the Boston Office of the American Arbitration Association in accordance with its applicable rules,

A grievance submitted in accordance with this procedure shall be in writing, setting forth in detail the nature of the grievance and the remedy requested,

Any time limit specified herein may be extended by agreement of the parties in writing,

ARTICLE XXVIII STABILITY OF AGREEMENT

No addition to, alternation, modification, or wavier of any of the terms or provisions of this Agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Town and Association,

The failure of the Town or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a wavier or relinquishment of the right of the Town or the Association to future performance of any such term or provision, and the obligation of the Association and the Town to such future performance shall continue in full force and effect

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except, to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XXIX DURATION OF AGREEMENT

This agreement shall take effect upon execution, retroactive to July 1, 2023 and shall continue until June 30, 2026 or from day to day thereafter until a new agreement shall be negotiated and executed by the parties hereto. It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future State Laws or By-Laws of the Town, unless exempted by the provisions of Massachusetts General Laws c. 150E.

On or after January 1, 2026, the Association shall notify the Town of its intention to commence bargaining for a new Agreement to take effect on July 1, 2026 and the notification under this Article, the parties shall, within sixty (60) days of said notification, provide each other with a copy of their Proposals.

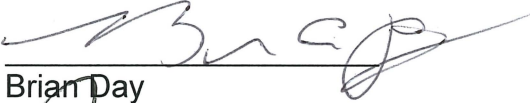
IN WITNESS WHEREOF, the **Town** has caused this Agreement to be signed and executed in its name and behalf by its Board of Selectmen, and the **Association** has

caused this Agreement to be signed and executed by its duly authorized representatives on this day of 5/17/23 in Lakeville, County of Plymouth.


TOWN OF LAKEVILLE

LAKEVILLE PERMANENT FIREFIGHTERS
IAFF LOCAL 3188

By its Select Board



Brian Day



Evageija Fabian



Lorraine Carboni



Tyler Knight



Ryan Silvia



Robert Clemens