

AGREEMENT

BETWEEN

THE TOWN OF HANSON

AND

LOCAL 2713

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS AFL/CIO**

July 1, 1999 - June 30, 2002

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this agreement is made and entered into by and between the Town of Hanson, hereinafter referred to as "the Town", and Local 2713 International Association of Firefighters, AFL-CIO, hereinafter referred to as "the Union". It has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of equitable and peaceful procedures for the resolution of differences so that continued stable and progressive firefighting and fire protective and emergency medical services are provided for the citizens of the Town.

ARTICLE I

Stability of Agreement

1.0 If any of the provisions of this agreement shall in any manner conflict with any Federal Law or Statute, or Statutes of the Commonwealth of Massachusetts in effect as of the signing of this agreement, such provisions shall be considered null and void, and shall not be binding on the parties hereto; and in such event, the remaining provisions of this agreement shall remain in full force and effect.

1.1 The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by Law from the area of Collective Bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Either party, however, may, at any time, make demands and propose specific amendments to this agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this agreement shall be evidenced by written amendments, which shall be signed by representatives of the parties duly authorized by the Town and the Union.

1.2 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this agreement, shall not be considered as a

waiver or relinquishment of the rights of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Union or the Town to such future performance shall continue in full force and effect.

1.3 All present benefits pertaining to members covered by this collective bargaining agreement pertaining to pay practices, hours of duty, and working conditions shall not be changed or abolished by the Town until negotiated with the Union.

ARTICLE II

Recognition

2.0 The Town recognizes Local 2713 International Association of Firefighters, AFL-CIO, as the sole and exclusive Collective Bargaining agent with respect to pay, hours of employment, standards of productivity and performance, and working conditions for all regular full-time Firefighters of the Town of Hanson, excluding the Chief, Call Firefighters, and all other employees of the Fire Department of the Town.

ARTICLE III

Management Rights

3.0 Except as expressly limited by a specific provision of this agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Fire Department, and the direction of the work-force in accordance with its judgment. All inherent management functions and prerogatives, which the Town has not expressly modified or restricted by a specific provision of this agreement, are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, declaring an emergency situation to exist, disciplining for just cause, maintaining discipline, and the right to make and enforce, reasonable rules for the safe, efficient, and orderly operation of the Fire Department. The Union recognizes the authority of the Chief of the Department under Chapter 48, Sections 42, 43 and 44 and Chapter 148 of General Laws of Massachusetts.

ARTICLE IV

Union and Employment Security

4.0 The Town agrees not to discharge or discriminate in any way against employees covered by this agreement on account of Union membership or lawful Union activity. The Union agrees not to unlawfully intimidate or coerce any employee into membership into the Union, nor unlawfully discriminate, in any way, against non-union members.

4.1 In the event of a reduction in force of full-time Firefighters, the principles of seniority shall apply, however no promotions shall be made within the remaining ranks while an officer remains laid off. The length of service or seniority of an employee, covered by this agreement, shall have his seniority computed from the date of hiring as a full-time Firefighter. In cases of individuals having equal seniority, consideration shall be given to job performance in the scope of the job descriptions hereto attached.

In the event of a reduction in force of full-time Firefighters, the Town shall maintain a recall list of those firefighters laid off by the Town; any firefighter laid off shall be retained on the recall list for a period of three (3) years from the date of layoff. No employee shall be hired by the Town into the Fire Department while a laid off firefighter remains on the recall list.

A firefighter, who is laid off and then called back and who has received sick leave buy back payments shall have the option when recalled of repaying the Town the amount received or to have the paid days reduced when retirement occurs.

4.2 An employee newly hired into the unit after the effective date of this agreement shall serve a probationary period of one hundred and eighty (180) calendar days to determine fitness for service with the Fire Department. During an employee's probationary period he may be terminated without benefit or recourse to any provision of this agreement.

4.3 Representatives of the Union shall be granted time off from assigned duties, without loss of pay or benefits, to negotiate, handle grievances and complaints, and to confer with the Chief on issues of mutual benefit. No payment shall be made to any employee for time spent, outside of regular working

hours, for the handling of such matters. It is understood that the firefighters' first duty is to provide Fire Protection services and Emergency Medical services, and collective bargaining sessions, grievance meetings, etc., will be postponed in the event of a fire or in a medical emergency, and the employee's services are needed.

4.4 The Town shall provide space for a bulletin board, of reasonable size, to be used for Union notices concerning Union business and activities. All such notices shall be approved for posting by the Chief, but such approval shall not be unreasonably withheld.

4.5 The Town agrees to deduct Union dues in accordance with the provisions of M.G.L. Chapter 180, section 17A. Such deductions of Union dues shall only be made upon receipt, by the Town, of proper signed Authorization Forms requesting such deductions. The Town shall remit the aggregate monthly amount to the Treasurer of the Union, along with a list of employees who have had said dues deducted.

The Union agrees to indemnify and hold harmless from any and all claims, demands, suits, backpay, interest or other forms of liability however denominated which may arise out of, or by reason of, any action by the Town for the purpose of deduction of Union dues.

4.6 Agency Service Fee: Each employee within the bargaining unit who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, a service fee to the Union in an amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Union. this section shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this agreement has been formally executed in the case of all other bargaining unit employees. Further, this Article shall not become operative unless it is instituted pursuant to the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission, which requires, in part, that an Agency Service Fee be instituted only on a vote of a majority of all employees in the bargaining unit present and voting.

The Union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying an Agency Fee. In such litigation the Town shall have no obligation to defend the termination.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this agreement. In the event such dispute is submitted to arbitration the arbitrator shall have no power or authority to order the Town to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay, or authorize the payment of the service fee, in accordance with this section, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE V

Hour of Work and Work Week

5.0 The average weekly hours of duty, as established in the work schedule, in any year, other than hours during which employees may be summoned and kept on duty because of fire, medical, or other emergency shall be forty-two (42) hours. The tour of duty (work shifts), will be a two (2) day, two (2) night, four (4) off schedule.

5.1 The Town may, apart from the above, establish from time to time different work schedules and hours of work for individual employees after consultation with the Union and after having given due consideration to the convenience of the employees involved, and provided such changes are not unreasonable.

5.2 The day shift shall be from 7:00 a.m. to 5:00 p.m. and the night shift shall be from 5:00 p.m. to 7:00 a.m. The Chief shall establish, at least six (6) months in advance, the work schedule for the members.

5.3 Effective March 1, 2000, and until June 30, 2002, the tour of duty shall be a 10-hour day shift, a 14-hour night shift, 24 hours off, a 10-hour day shift, a 14-hour night shift,

120 hours off. It is understood that during this period vacation leave and sick leave may continue to be taken in 10-hour or 14-hour increments. Unless affirmatively extended by the Town, this schedule shall expire effective July 1, 2002 and the tour of duty shall revert to the schedule set forth in the first paragraph of this Section 5.0.

ARTICLE VI

Overtime Pay

6.0 Upon the execution of this agreement, an employee covered by this agreement who is required to be on duty for any period in excess of forty-two (42) hours per week, or weekly tour of duty as established by this agreement, shall be paid for such period of overtime at the rate of one and one-half (1 1/2) times the employee's hourly rate, so long as the tour of duty of his weekly work schedule has been worked, or accredited as worked by the Chief.

6.1 In emergencies, or as the needs of the service require, employees may be scheduled and requested to perform work on an overtime basis. In such an event, every effort shall be made by the Chief to distribute such overtime work as equitable as practicable. The Chief shall keep a record of all overtime hours worked. Nothing contained in this Article shall limit the Town's right to determine the content or extent of the work force, the assignment of the work tasks, or the right of the Town to add to, or curtail, the number of fire personnel.

6.2 Employees covered by the terms of this agreement may be permitted to substitute or exchange time with other employees within the department when approved by the Chief, or his assignee, which approval shall not be unreasonable withheld. No overtime pay shall be paid to any employee for such substitute or exchange time. Coverage on shifts on a man for man open end relief will be allowed up to one (1) hour. Any coverage beyond one (1) hour will require the approval of the Chief, and in either event there will be no added cost to the Town.

6.3 Employees covered by this agreement who are called by the Chief, or his assignee, from their homes to perform unscheduled work shall be paid at the appropriate rate but shall receive no less than one (1) hour pay. Such an employee shall be released when the situation(s) is determined by the Chief to

have returned to normal. Any portion of the last hour worked shall be paid for as if the employee had worked a full hour.

6.4 Employees called by the Fire Department by means of the sounding of a signal notifying the full-time firefighters to respond, shall be paid at the appropriate rate for the number of hours worked. Any portion of the last hour worked shall be paid as if the employee had worked a full hour, the minimum call back pay shall be one (1) hour.

6.5 Any employee required to work beyond his regular shift for one or more full continuous consecutive shifts, shall be compensated at the regular hourly rate for the regularly scheduled shift, and at time and one-half the employee's regular hourly rate for all subsequent shifts up to the start of his next regularly scheduled shift.

ARTICLE VII

Holidays

7.0 Employees covered by this Agreement shall be granted the following paid holidays each year, if actively employed at the time the holiday occurs:

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

7.1 If a holiday falls within an employee's vacation period, such an employee shall be entitled to either holiday pay or an additional day of vacation, at the option of the Town, in addition to his vacation pay.

7.2 The Town shall not be required to pay holiday pay to an employee for any holiday on which he has agreed to work if he fails, without being excused, to work the agreed upon hours.

ARTICLE VIII

Vacation

8.0 Vacation leave with regular pay will be granted to employees covered by this agreement as follows:

A. An employee who has completed six (6) months of continuous service shall be granted five (5) days of vacation.

B. An employee who has completed one (1) continuous year of service shall be granted ten (10) days of vacation.

C. An employee who has completed five (5) continuous years of service shall be granted fifteen (15) days.

D. An employee who has completed ten (10) continuous years of service shall be granted twenty (20) days of vacation.

E. An employee who has completed fifteen (15) continuous years of service shall be granted twenty-five (25) days of vacation.

8.1 Employees eligible for vacation leave who are terminated, through no fault or delinquency of their own, retired, or entered into the armed services, shall be paid for unused vacation leave at regular pay.

8.2 Upon the death of an employee eligible for vacation leave payment of regular pay for unused vacation leave balance shall be made to the employee's estate.

8.3 An employee who is on work-related illness or injury leave shall, upon return to work, be entitled to any unused vacation leave that was accrued to the start of the leave. Time on work-related illness or injury leave shall be counted as time worked for the purpose of determining vacation entitlement upon return from leave.

8.4 Employees eligible for vacation leave may upon written request to the Chief, buy back certain vacation leave. Advanced approval for scheduling purposes, may be granted the employee requesting buy back from the Chief.

ARTICLE IX

Sick Leave and Retirement Payments

9.0 Effective on the date of the signing of this agreement, an employee in continuous employment, who has completed three (3) months of service, shall be allowed sick leave at a rate of one and one quarter (1 1/4) days per month.

9.1 An employee with more than three (3) months of service may extend his sick leave accrual up to a maximum of one hundred and seventy five (175) days, beginning July 1, 1998 sick leave accrual shall change to a maximum of two hundred days (200), at the rate of one and one quarter (1 1/4) days per month, while actively employed or on personal or work-related illness or injury leave, for a period not to exceed three (3) months.

An employee who has accumulated two hundred (200) days sick leave as of his anniversary date shall accrue one and one-quarter (1 1/4) days sick leave during the succeeding anniversary year. Such additional days shall not be counted for purposes of the sick leave buyback provisions of Section 9.9. Such additional days as are accrued during said year but if not used shall expire and shall not accumulate. In no event shall an employee be credited with more than two hundred (200) days sick leave as of his anniversary date.

9.2 If the amount of sick leave accumulated under Section 9.1 of this Article has been, or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 9.1. Such application shall have the approval of the Chief, and shall be made to the Board of Selectmen. The Selectmen may disallow such additional sick leave or the Board may allow such additional allowance as it may determine to be equitable after reviewing all the circumstances including the Chief's recommendation, the employee's attendance, and job performance record, and length of continuous service with the Town. Sick leave granted under this Section (9.2) shall not be added to the employee's accumulated sick leave.

9.3 A physician's certificate of illness may be requested by the Chief for any period of illness, provided that the Chief has justifiable reason for such request. In any event, a physician's certificate of illness shall be submitted by the employee to the Chief after five (5) consecutive working shift's absence, unless voided by the Chief. If a certificate is

requested for an absence of less than five (5) days, the Department shall bear the expense of the physician's exam.

9.4 Injury, illness, or disability, self-imposed, or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this section.

9.5 Payments made under the provisions of this Article shall be limited, in the case of an employee who is receiving Insurance compensation payments for work related illness or injury, to the difference between the amount paid by Insurance Compensation and the employee's regular rate. Sick leave shall not accumulate because of work related injury or illness, beyond a period of three (3) months absence.

9.6 Sick leave may be granted by the Chief for a single day of absence due to personal employee illness, injury, or regular medical, optical, or dental treatment of the employee.

9.7 Nothing in this Section shall be construed to conflict with Sections 100, 111F, Chapter 41 of the General Laws of the Commonwealth of Massachusetts.

9.8 After one (1) year of service, an employee may be granted three (3) days per year for illness in his immediate family, chargeable to sick leave, when authorized by the Chief.

9.9 Upon Notification to the Town by the Plymouth County Retirement Board of an employee's eligibility for regular retirement, the Town shall pay to the employee an amount equal to fifty percent of the employee's unused and accumulated sick leave days at the current rate. Employee's who are laid off by the Town shall be entitled to buy back twenty-five percent of unused and accumulated sick days at the current rate.

Employees who retire on an accidental work-related disability or employees who die in the performance of their duties shall be entitled to one hundred percent (100%) of the unused and accumulated sick leave days at the then current rate. In the case of an employee's death, amount shall be paid to the employee's estate.

9.10 Any employee who has used three (3) or fewer sick days per year shall be permitted to buy back up to five (5) sick days per year at the then effective rate.

Payment for the sick leave annual incentive referred to above

shall be made during the first payroll period following the previous contract year.

9.11 No bargaining unit member who is serving as an officer in an acting or permanent capacity shall be reduced in rank or suffer any loss of benefits during the period that such an officer is on injured-on-duty leave pursuant to G.L. Chap. 41, Sec 111F.

This clause shall not limit the Town's right to make any reductions in force, which the Town in its discretion, deems appropriate. However, in exercising its discretion to make a reduction in force, no bargaining unit member who is qualified for the protections outlined above shall be affected until such time as he returns to duty from injured-on-duty leave.

No bargaining unit member shall be retaliated against for going out on injury-on-duty leave.

ARTICLE X

Pay Practices and Clothing Allowance

10.1 Bargaining Unit members shall receive the wages as shown on Addendum B attached hereto.

10.2 Every employee in a position covered by this agreement shall be considered for an increase in compensation within their classification and rate range annually. The compensation review shall occur at least three (3) months prior to the last anniversary date of employment, or date of job change with the Town, whichever is later. Progression through the employee's classification and rate range is not automatic, but is based on the Chief's appraisal of the employee's ability and work performance. Increased compensation shall be a single annual step, recommended and approved by the Chief; and payment should occur within thirty (30) days of the anniversary date of last employment, or date of job change. Increase of more than a single step shall require advance approval of the Board of Selectmen.

10.3 An employee promoted to a higher-rated position shall enter the new position at the minimum rate. If the new position pay rate is equal to, or less than former rate, the employee shall enter at a pay step above their present rate.

10.4 An employee transferred to a lower-rated position shall enter at the rate in the position from which such employee is transferred. The salary or wage of such employee, however, shall be adjusted to the appropriate rate in the range for a new position within one (1) year from the date of transfer.

10.5.1 The present practice of providing protective work clothing will be continued. Employees will be issued items of protective work clothing on an "AS NEEDED" basis, with the approval of the Chief. Employees will receive a clothing allowance of one-hundred seventy-five dollars (\$175.00) annually to be paid by July 30, for the purchase or replacement of the following required items:

- 1 winter-weight coat
- 1 light-weight jacket
- 1 pair of shoes
- 1 pair of work boots

Any employee utilizing any of the above, unless released by permission of the Chief, for any purpose other than duty shall be subject to disciplinary action. The Town will provide one (1) complete set of work clothing to new hires on date of hire as listed below. New hires will not receive additional issued clothing until their third year.

- 4 long sleeve shirts
- 4 short sleeve shirts
- 8 pairs of trousers
- 1 winter-weight coat
- 1 light-weight jacket
- 1 pair of coveralls
- 1 pair of shoes
- 1 pair of work boots

The Town agrees to supply all items, which are required to be displayed on work uniforms. i.e. patches, badges, nametags, etc.

10.6 Eye glasses, contact lenses and dentures required to be worn which are damaged, destroyed or lost in the line of duty shall be replaced totally at the expense of the Town, as soon as possible, but not to exceed the value of the item being replaced. Bargaining unit members may be reimbursed for other items of personal property, provided such reimbursement is approved by the Chief and Board of Selectmen.

10.7 When an employee is assigned and is working full-time in a higher position for a consecutive period of seven (7) working days or more, he shall be compensated in the higher-rated position in accordance with the provisions of this Article 10, Section 10.3. When the temporary assignment has been completed, the employee shall be returned to his former position and pay raise.

10.8 The Town shall pay the Fire Department Mechanic a stipend of \$ 2700.00 in F.Y. 97, \$2800.00 in F.Y.98, and \$3000.00 in F.Y. 99, for additional duties associated with that position. Payment shall be made quarterly throughout each fiscal year.

10.9 Holiday pay, Vacation buy back and Sick leave buy back shall be calculated based on a 12-hour day.

ARTICLE XI

Grievance and Arbitration Procedure

11.0 Any difference as to the interpretation of this agreement in its application to a particular situation, or as to whether it has been observed and performed, may be a grievance under this agreement. Should any employee have a grievance, an earnest effort shall be made to settle such grievance as the earliest possible time, by use of the following procedure.

STEP 1 The employee, with or without the union steward, shall present his grievance in writing to the Chief, or his assignee in his absence, within ten (10) working days after the occurrence of the situation, condition or action giving rise to the grievance. The Chief shall meet with the employee and the union steward within three (3) working days for safety grievance, and ten (10) working days for grievances other than safety and shall give his decision and explanation, in writing, on all grievances.

STEP 2 If the employee's grievance is not settled under Step 1 within three (3) working days for safety grievances or ten (10) working days for grievances other than safety, after presentation to the Chief, the employee may within two (2) calendar weeks refer the grievance to the Board of Selectmen. Such grievance shall be in writing and shall give all pertinent information relative to the grievance,, and indicate the relief

requested. The Board of Selectmen shall meet with the employee and representative of the Union within one (1) week, for safety grievances or two (2) weeks for grievances other than safety, of the grievance being submitted to them and shall render a decision in writing within two (2) weeks. Copies of the decision of the Board shall be submitted to the union and the employee.

11.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

11.2 Any grievance not settled through the grievance procedure may be presented to arbitration within two (2) weeks after the final decision of the Board of Selectmen has been given to the employee. This two (2) week notice shall be satisfied by written notice to the Board that the union intends to file for arbitration.

11.3 A request for arbitration shall state, in reasonable detail, the nature of the dispute, the specific provision(s) of the agreement alleged to have been violated, and the remedy requested. The request shall be sent to the American Arbitration Association, and a copy shall be furnished to the Town. The parties shall first attempt to agree on an arbitrator. If agreement on an arbitrator cannot be reached, a request shall be filed with the American Arbitration Association, and a copy shall be furnished to the Town.

11.4 In the selection of an arbitrator and the conduct of any arbitration the Voluntary Labor Arbitration Rules shall control.

11.5 Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place, and other incidental expenses mutually agreed to in advance, shall be shared equally between the two parties.

11.6 Nothing contained herein shall be construed so as to authorize any arbitrator to alter or modify this agreement or any of its provisions or take any action to prevent the Town and the Union from settling by mutual agreement.

ARTICLE XII

Work Stoppages

12.0 Pursuant to M.G.L. Chapter 150E, the Union and the employee agree not to engage, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by employees, including extra work hours normally provided to the Town.

12.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately, in writing, order such members to return to work and immediately cease such practice. The Town shall receive a copy of this written notice.

ARTICLE XIII

Bereavement Leave

13.0 Employees may have up to three (3) consecutive working days off without loss of pay in the event of a death in the immediate family of the employee: namely, spouse, child, parent of either spouse, grandparent of either spouse, brother, or sister. Additional time off, with pay, may be granted by the Chief for justifiable reasons, however, the denial of additional bereavement leave shall not be subject to the grievance and arbitration procedure.

ARTICLE XIV

Emergency Medical Technicians

14.0 Employees who are assigned by the Chief and who continue to perform the duties of an Emergency Medical Technician, as prescribed under Chapter 111C, Section 6, of the Laws of the Commonwealth of Massachusetts, shall receive an additional lump sum payment of Zero (0) dollars, per annum. Employees shall continue to receive this annual payment so long as they are assigned and performing the duties of an Emergency Medical Technician, and maintain certification under the

program. Payment under this Article XIV shall not be included in the employee's base pay for the purpose of computing overtime pay, or to increase any other regular or premium payment under this agreement. Employees, if assigned, must continue to be re-certified and serve as an Emergency Medical Technician as a condition for continued employment with the Fire Department of the Town. If, during the term of this Agreement, advanced levels of Medical Training are mandated by Federal or State Agencies (or by Department direction), other than what is presently prescribed, the Town will pay all costs of tuition, books and other materials necessary for the completion of the course.

14.1 The parties agree that all members of Local 2713 who are certified as emergency medical technician-intermediates shall receive a stipend of \$2,400.00 in F.Y.2000, \$2,700.00 in F.Y. 2001, and \$3,000.00 in F.Y.2002. All members of Local 2713 who are certified as emergency medical technician-paramedics shall receive a stipend of \$3,400.00 in F.Y.2000, \$3,700.00 in F.Y. 2001, and \$4,000.00 in F.Y.2002. The EMT-I and EMT-P stipends shall not be cumulative. Fifty percent (50%) of the applicable stipend shall be paid October 1 and fifty percent (50%) shall be paid March 1, as long as certification is maintained. As of July 1, 2000 all newly hired members covered by this agreement shall be required to be emergency medical technician-paramedic prior to being hired by the Town.

The Town retains the right to determine the number and identity of the employees eligible for paramedic training at Town expense. The Town will pay for tuition, books, and other appropriate fees for such employees to obtain paramedic certification. Such employees who attend paramedic training while on duty shall do so without loss of pay. Employees who attend paramedic training during off-duty time shall not be paid for such time.

ARTICLE XV

Antidiscrimination

15.0 The parties of this agreement pledge that they shall not knowingly discriminate against any employee because of race, creed, sex, color, age, or national origin, as provided by Law in the execution and administration of this agreement.

ARTICLE XVI

Insurance

16.0 The Town agrees to continue to provide any and all Liability and Malpractice Insurance currently in effect for Firefighter and Emergency Medical personnel, and to maintain the same level of Town contribution towards payment for Medical Insurance, Line of Duty Death Benefit, and Life Insurance.

ARTICLE XVII

Discipline

17.0 No bargaining unit member shall be disciplined or discharged without just cause.

ARTICLE XVIII

Court Time

18.0 When an employee is summoned at a time other than his assigned shift for, or in behalf of the Town, or Commonwealth to appear in Court, or in any administrative proceeding in connection with on duty activities, he shall be paid for court time at the overtime rate established herein and be guaranteed a minimum of four (4) hours at such time. Time shall commence one (1) hour prior to the employee's appearance.

ARTICLE XIX

Productivity and Performance

19.0 The parties agree, a standard of Productivity and Performance be formulated concerning all phases of duties and responsibilities for full-time fire employees covered by this agreement.

ARTICLE XX

Promotional Opportunity

20.0

1. Promotion for Lieutenant will be from within the Fire Department.
2. Testing shall be weighted as follows: Written 30%, Oral 35%, Fire Problem 35%.
3. A Firefighter must have 70% or better in the written test to move on to the Oral and Fire Problem.
4. Study time for Lieutenant's exam will be a minimum of 120 days prior to the exam.
5. The exam will be administered in Hanson. Proper notification of the exam date(s) will be given. Posting will be for a two (2) week period.
6. The written test will be done by a numerical system. The numerical system will be used in place of names, where practical.
7. Testing for Lieutenant is open to all permanent Firefighters with three (3) years or more of experience.
8. Test results will be posted
9. Promotions will be determined on test results.
10. Promotion results for Lieutenant will be posted.
11. A two (2) year list of successful candidates will be maintained by the Town.

20.1 The parties agree to continue the present five (5) person committee to formulate a policy for Deputy Chief.

ARTICLE XXI

Training

Members of the bargaining unit on the payroll as of July 1, 1999 shall receive a stipend for training as follows:

F.Y. 00 Lieutenant	-	\$1,002.13*
Firefighter	-	\$ 898.76*

*These amounts to be increased according to the percentage increase of the base salary for each successive year thereafter.

One half of said stipend will be paid during the first payroll in December and one half of said stipend will be paid during the first payroll in June. This section does not apply to those firefighters hired after July 1, 1999 during their first year of employment.

21.1 The Town agrees it will make every effort to schedule new recruits to the Massachusetts Fire Fighting Academy (MFFA) recruit program within one year of hire. The Town and Union agree to discuss this issue if it will appear budget restrictions will not permit attendance within a year. Successful completion of the program shall be a mandatory condition of continued employment. The only exceptions to this requirement to attend the MFFA are as follows:

a. If the new recruit has already successfully completed the MFFA recruit program.

b. If the new recruit has served as a fulltime fire fighter in another fire department for no less than two years prior to being hired by the Hanson Fire Department.

For purposes of compensable working time, new recruits shall be assigned directly to the academy. Such recruits shall not be compensated for time spent traveling to and from the academy.

ARTICLE XXII

Residency

Any Union member may live outside the Town of Hanson, provided that place is within equal point from Central Station to the furthest in the Town of Hanson. Also, anyone can live within the statutory limit, however, that person shall, in the discretion of the Chief, not be eligible for call back overtime.

ARTICLE XXIII

Duration of Agreement

25.0 The provision of this agreement shall be effective as of **July 1, 1999** and shall continue in full force and effect to and including **June 30, 2002** and from year to year thereafter, unless modified or terminated as hereinafter provided.

25.1 Either the Town or the Union may reopen this agreement by written notice forwarded by registered mail to the other, not more than one hundred and fifty (150) days and not less than thirty (30) days prior to **June 30, 2002** or prior to June 30 of any subsequent year. Not more than fifteen (15) days following receipt of such notice Collective Bargaining negotiations shall commence for the purpose of considering the terms of a new or modified agreement.

25.2 If settlement is not reached by **June 30, 2002** or June 30 of any subsequent year, this agreement shall continue in force and effect until Midnight of the tenth (10) day following written notice given by either the Town or the Union of its intention to terminate this agreement.

25.3 The Town agrees that if any other Union under the control of the Board of Selectmen receives an increase of more than **3%** in any given year we will reopen this contract for discussion of wages only. This does not include Town bargaining unit employees who are scheduled to receive any type of step increase or the reclassification of any employee.

ARTICLE XXIV

Contagious Diseases

The Town shall provide for any available inoculations for protection against contagious diseases that may be encountered in the course of work as a fire fighter-EMT.

ARTICLE XXV

This contract shall run from July 1, 1999 through June 30, 2002.

This Agreement entered into this _____ day of
_____ 2000.

For the Town of Hanson
Board of Selectmen

For Local 2713 International
Association of Firefighters
AFL-CIO

ADDENDUM A 7/1/99 6/30/02

DEPUTY	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
JULY 1, 1999	\$22.72	\$23.71	\$24.65	\$25.59	\$26.54
JULY 1, 2000	\$23.40	\$24.42	\$25.39	\$26.35	\$27.34
JULY 1, 2001	\$24.11	\$25.15	\$26.15	\$27.14	\$28.16

LIEUTENANT	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
JULY 1, 1999	\$18.14	\$18.89	\$19.63	\$20.36	\$21.18
JULY 1, 2000	\$18.68	\$19.46	\$20.22	\$20.97	\$21.82
JULY 1, 2001	\$19.24	\$20.04	\$20.83	\$21.60	\$22.47

FIREFIGHTER	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
JULY 1, 1999	\$16.19	\$16.87	\$17.55	\$18.16	\$18.89
JULY 1, 2000	\$16.68	\$17.38	\$18.08	\$18.70	\$19.46
JULY 1, 2001	\$17.18	\$17.90	\$18.62	\$19.26	\$20.04

ADDENDUM B

Job Description - Deputy Chief

Duties: Implementing Department policy and procedures in the performance of general duty fire fighting work in combating and extinguishing fires; implementing and supervision of many hazardous tasks under emergency conditions in protecting life and property which will require constant monitoring of the working forces who must frequently work under conditions requiring strenuous physical exertion under handicaps of smoke, extreme heat, gases, cramped and hazardous surroundings and adverse weather conditions. Cooperation and direct assistance to the Chief of Department in all phases of fire suppression work as listed above, and any related work as required. Implementing Department policy and procedures in the performance of the Fire Department Ambulance/Rescue Service as a Registered Emergency Medical Technician (Ambulance) in protecting and sustaining human lives. Cooperation and direct assistance to the Chief of Department in all phases of emergency medical services and any related work as required.

Example of Duties: All duty examples as required of a firefighter pertaining to fires and medical emergencies. Operation of emergency telephone switchboard; fire radio equipment, tone equipment, typing and filing fire, medical and work logs; receiving station visitors; issuing permits; logging adverse weather conditions; monitoring fire alarm equipment and fir radio transmissions; any and all related functions and/or duties required according to local custom and as the requirements and demands of the Hanson Fire Department's services and duties dictate. The Deputy Chief shall display and flexibility to provide leadership to the working forces and to directly cooperate and assist the Chief of Department in all required situations.

ADDENDUM B-1

Job Description - Firefighters

Duties: Under direct supervision to perform general duty Fire Fighting work in combating and extinguishing fires, involving the performance of hazardous tasks under emergency conditions in protecting life and property and frequently requiring strenuous physical exertion under handicaps of smoke, extreme heat, gases, and cramped surroundings and adverse weather conditions, and to perform related work as required. Under direct supervision to perform in the operation of the Fire Department Ambulance/Rescue Service as Registered Emergency Medical Technicians (Ambulance) in protecting and sustaining human lives and to perform related work as required.

Examples of Duties: Responding to alarms with assigned companies to assist in combating and extinguishing fires; driving and operating equipment and appurtenances of heavy apparatus, including aerial ladder trucks, hose wagons, pumping engines, squads, forest fires, rescue trucks and similar firefighting apparatus; laying, coupling connecting fire hoses; advancing fire hoses into burning buildings to direct fog and/or straight water streams; using various heavy stream appliances and extinguishers; placing, erecting, climbing ladders, including aerial ladders; ventilating burning buildings, using forcible entry tools; to chop, break or cut openings in roofs, floors, partitions and ceilings, entering burning buildings to evacuate and rescue persons in danger, using ladders, stretchers, life nets, life guns and life lines; administering emergency medical treatment; performing emergency rescue, such as from drowning and extrication work such as in elevators, machinery, motor vehicles and similar accidents; spreading salvage covers; removing excess water and debris; securing buildings against rekindling, trespassers, and weather; washing, polishing, greasing, testing and maintenance of fire apparatus and equipment; hanging, drying, testing fire hose; maintaining clean and orderly conditions of fire station and grounds; maintenance repairs of fire stations and grounds; on desk watch, receiving alarms and transmitting pertinent instructions, orders, and information; receiving station visitors; logging activities; attending departmental drills and training classes in fire fighting and related subjects; participating in Fire Prevention inspections; removing snow from all areas surrounding

fire stations; checking fire alarm system; operation of emergency telephone switchboard; fire radio equipment, tone equipment, typing and filing fire, medical and work logs; receiving station visitors; issuing permits; logging adverse weather conditions; monitoring fire alarm equipment and fire radio transmissions; removing snow from and about hydrants; maintenance of hydrants; responding with ambulance to cases of injury or illness; logging medical activities; maintenance of ambulances and related equipment; attending medical training classes and/or activities; and all other related duties not listed but required according to local custom and as the requirements and demands of the Hanson Fire Department's services and duties dictate.

ADDENDUM B-2

Job Description - Lieutenant

All duties as contained in the Firefighter Job Description with first line supervisory responsibilities and duties as follows:

Cooperation and direct assistance to the Chief of Department in all phases of Fire Department operations, including fire suppression, fire prevention, emergency medical services, shift command, training, buildings and grounds, apparatus and equipment, Department policies, Department operational procedures, Department rules/regulations, fire alarm operations, personnel management, record keeping, and any related work as required, emergency and non-emergency. Each Lieutenant shall display, at all times, the ability and flexibility to provide leadership to all working forces and to directly cooperate and assist the Chief of Department in all required situations, emergency and non-emergency.

EXAMPLES OF DUTIES/RESPONSIBILITIES

Knowledge of organization, operations, and procedures; knowledge of Town street layouts, hydrant system, etc; ability to learn; ability to establish and maintain effective working relationships with employees and public; ability to understand and follow oral and written instructions; ability to react quickly and calmly under emergency conditions; ability to display good judgment in making work decisions; direct the operation of their assigned shift and/or Company for initial fire attack; direct and assist the work of subordinates at the scene of any emergency and at the stations, unless command is assumed by a Chief Officer; inspect apparatus and equipment, building and grounds, to insure proper order and condition; prepare and conduct employee training; perform reporting functions concerning emergencies; staff; shifts; activities; etc; act as Chief Officer when so assigned; ability to cooperate, understand, and implement both verbal and written commands, orders, policies, procedures; rules and regulations as issued and directed by the Chief of the Fire Department, and any other duties/responsibilities not listed, but required.

