

**AGREEMENT
BETWEEN
THE TOWN OF HANSON
AND
LOCAL 2713
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS AFL/CIO
July 1, 2021 - June 30, 2024**

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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 A new employee shall serve a probationary period of one year to determine fitness for service with the Fire Department. During an employee's probationary period, the employee 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, back pay, 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.

ARTICLE V

Hours 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.

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.

5.3 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. See also Addendum C-5. It is understood that during this period vacation leave and sick leave may continue to be taken in 10-hour or 14-hour increments.

5.4 The Town will consult with the employee with respect to any changes in work schedules or work groups. Following said consultation, in the event that the parties are unable to agree, the Town may implement the change(s) with at least 30 days of advance notice to the Union and the affected employee(s).

5.5 The regular work week for a Deputy Chief shall be a forty (40) hour administrative workweek. The forty (40) hour workweek shall generally be four (4) ten (10) hour days at the discretion of the Fire Chief. In some instances, with the approval of the Fire Chief, the Deputy Chief may work the forty (40) hours on a different schedule to accommodate the needs of the department. It is recognized that the Deputy Chief will be available for duty in cases of emergency.

5.6 No employee shall be permitted to work more than seventy-two (72) consecutive hours without the express approval of the Fire Chief, who may permit the same during emergency circumstances or a state of emergency.

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. As long as the department is maintaining three (3) firefighters on duty at all times, overtime will first be filled with a paramedic to comply with the requirements of the Department's ALS license requiring one paramedic on duty at all times. 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 unreasonably withheld. No overtime pay shall be paid to any employee for such substitute or exchange time. Coverage on shifts on an employee for employee 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.

The Deputy Chief responding outside of their normal scheduled working hours shall be compensated at a minimum of one (1) hour at their overtime rate.

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.

6.6 The Deputy Chief may work some time beyond the Deputy Chief's regularly scheduled forty (40) hours per week to attend to the business of the Hanson Fire Department. To the extent that the Deputy Chief has actually worked more than forty (40) hours in a week and chooses to take compensatory time instead of a cash payment, they shall be credited with 1.5 (one and a half) hours for every hour of work. This shall not apply to overtime for covering a shift, which shall be compensated with pay.

The Deputy Chief shall use the compensatory time off no later than thirty (30) days after the compensatory time off is credited. The compensatory time off may be taken at a time approved by the Chief that has the least impact to the Department. Under no circumstances shall the Deputy Chief have more than twenty (20) hours of accrued compensatory time on the books at any one time. Compensatory time off may not be carried over from one fiscal year to the next.

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	Day After Thanksgiving Day
Juneteenth	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.

7.3 Payment for the Independence Day, Labor Day, Columbus Day, Veterans' Day and Thanksgiving Day and Day After Thanksgiving Day holidays will be made in the payroll for the first full pay period after Thanksgiving. Payment for the Christmas, New Year's, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day and Juneteenth holidays will be made in the third pay period in June.

7.4 The Deputy Chief shall be compensated at a rate of ten (10) hours pay at straight time for the Holidays that all bargaining unit members are entitled to. Any work that is required of the Deputy Chief between the hours of 08:00 hrs. to 16:00 hrs. Monday through Friday on a paid holiday shall not receive any other compensation for that time.

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 The Town will buy back, or allowed to be carried over, up to 10 (ten) days of vacation from one fiscal year. Any vacation not carried over or sold back will be lost. In order to have the days bought back, the employee must notify the Chief in writing no later than April 1 of the year in which the days are to be bought back, and payment will be made in the first full pay period following the notice. Upon separation from employment, the Town will provide the employee with payment for any vacation time still on the books. In order to carry over vacation days, the employee must notify the chief in writing no later than the employee's anniversary date.

8.5 As long as the department is maintaining at least three (3) firefighters on duty at all times the following vacation restrictions shall apply. Generally, the Chief will allow vacation requests made at least 24 hours in advance as long as two regularly scheduled firefighters on each shift report to work. However, from the Friday before Memorial Day to the Tuesday after Labor Day, the Chief, generally, will allow vacation requests made at least 24 hours in advance as long as one regularly scheduled firefighter on each shift reports to work. The Chief, in his discretion, may allow vacation usage that exceeds these restrictions.

8.6 A vacation day for the Deputy Chief shall be calculated at ten (10) hours.

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 four (4) consecutive working shift's absence, unless voided by the Chief. If a certificate is requested for an absence of less than four (4) 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 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 sick leave 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. Employees 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.

A sick day for the Deputy Chief shall be calculated at ten (10) hours.

Employees hired after July 1, 2005, shall be subject to a cap on sick leave buyback of \$20,000.00 at retirement and \$10,000.00 at the time off a layoff. Employees hired after July 1, 2005, who retire on an accidental disability or employees who die in the performance of their duties shall *continue to* be entitled to 100% of the unused and accumulated sick leaves at the then current rate. And, in the case of these employees' death, the 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 a 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.

9.12 The Town shall grant parental leave to employees in accordance with the Massachusetts Maternity Leave Act, ("MMLA") and the Family and Medical Leave Act, ("FMLA"). Leave under the MMLA and the FMLA will run concurrently.

An employee shall provide the Chief with a written notice at least two weeks in advance of the expected departure date and the notice shall indicate an intention to return after the parental leave.

A leave form provided by the Department must be completed by the employee and approved by the Chief or the Chief's designee prior to the beginning of the employee's parental leave. When circumstances beyond the employee's control prevent the employee from providing

the required notice before the employee's leave begins, the employee will be permitted to provide notice and complete outstanding paperwork as soon as is practicable after the leave begins.

When an employee becomes pregnant, she shall furnish the Chief of the Department with a certificate from her physician stating the expected date of her delivery. She may continue to perform firefighting duties so long as her physician certifies that she is able to do so. A physician certificate is to be provided to the Chief of the Department on a monthly basis during the term of the pregnancy.

While FMLA AND MMLA leave is generally unpaid leave, the employee may be allowed or required to use accrued sick time, vacation time and compensatory time while on leave, in accordance with the provisions of the FMLA and/or MMLA.

An employee must notify the Chief at least two (2) weeks in advance of her desire to return to work and provide the Department with a certificate from her physician approving her return to work on an unrestricted basis.

9.13 Parental Leave The Town acknowledges that bargaining unit members are eligible for 8 weeks of paternal leave in accordance with G.L. c. 149, Section 105D for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child provided said bargaining meet the requirements to qualify for such leave.

Eligible employees may then use sick leave to cover their absence. If the employee does not have enough sick leave accrued, the employee may use a combination of sick leave and vacation leave or a combination of sick, vacation and unpaid leave to cover the 8-week period.

An employee, if eligible, shall be granted FMLA leave up to a maximum of 12 weeks in a calendar year. ¹ Employees may use sick leave to cover their absence. If the employee does not have enough sick leave accrued, the employee may use a combination of sick leave and vacation leave or a combination of sick, vacation and unpaid leave to cover the leave period. Parental leave shall run concurrently with FMLA where qualification for each type of leave overlaps.

Firefighters will accrue seniority, sick, personal or vacation time during their parental and/or FMLA leave of absences and the Town shall continue to be liable for the maintenance of the employee's health insurance during such leave(s).

9.14 Maternity Leave

Section 1: When a female firefighter becomes pregnant, she will be permitted to continue to work so long as her physician certifies she is able to do so.

When a female firefighter's physician certifies that, due to pregnancy, she is no longer able to safely perform the full complement of her duties, she shall be reassigned to Maternity Duty within the fire department consistent with her medical and physical limitations and an assignment that she be made by the Fire Chief on a case-by-case basis in consultation with the

Union and her physician. These duties will be based upon her individual capabilities, her ability to perform specific duties, the needs of the department, and the safety of the firefighter, her unborn child, co-workers, and the public.

A firefighter on Maternity Duty shall not be used to cover vacancies on suppression.

A firefighter's Maternity Duty shall not end at the delivery of her child.

Section 2: Once a firefighter has delivered her child and a physician certifies that she continues to remain unable to perform her duties as a member of the Hanson Fire Department, she shall be eligible for maternity leave. She shall be eligible for paternal leave and as set forth in Article 9.13 of the parties' cba and she may request, and if eligible, shall be granted FMLA leave up to a maximum of 12 weeks in a calendar year.

Section 3: Upon her return to employment following maternity leave, the employee shall be restored to her position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave commenced.

Section 4: Female firefighters shall seniority accrue sick, personal or vacation time during maternity leave and the Town shall continue to be liable for the maintenance of her health insurance during such leave.

Section 5: If any term or condition of this Maternity Duty Policy or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining terms and conditions of this Agreement shall be deemed affected thereby and the Town deemed to be substantially or materially prejudiced. The Town shall not be bound to renegotiate a new policy.

¹ A mother is entitled to FMLA leave for any period of incapacity due to pregnancy, for prenatal care or for her own serious health condition following the birth of a child. The partner is entitled to FMLA leave if needed to care for their pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.

ARTICLE X

Pay Practices and Clothing Allowance

10.1 Bargaining Unit members shall receive the wages as shown on Addendum A 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 the 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 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. All employees will be provided with an annual clothing allowance account of \$675 which will be used to pay for their purchases of work clothing from vendors, both as approved by the Chief. However, for their first year, an employee will receive \$875. Any employee utilizing work clothing for any other purpose but work, without permission of the Chief, shall be subject to disciplinary action. 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, he/she shall be compensated in the higher 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 rate.

When a lieutenant is assigned to the Chief's position, he shall receive the Chief's salary. Any overtime will be paid at a rate equal to that of a lieutenant's rate.

The Deputy Chief's duties shall include being in charge of the Department during the Fire Chief's absence. If the Fire Chief's absence is going to be in excess of thirty (30) days, The Deputy will be compensated at the Chief's current salary with no overtime.

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. The Deputy Fire Chief shall not be eligible for this stipend.

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

10.10 Subject to a job description for each position established by the Chief, the Chief will designate an employee to perform the duties of Logistics and Operations Coordinator; Fire Prevention Coordinator; Public Education Coordinator; Training Coordinator and EMS Coordinator. Before filling a vacant position, the chief will post the opening for at least seven (7) calendar days to give the bargaining unit members an opportunity to be considered for the vacancy. But the Chief will have the exclusive discretion to designate the bargaining unit member to fill the position and for how long, including the right to assign a bargaining unit members to a position. An employee may not hold more than one position at a time. The stipend for each position shall be as follows: FY 14: \$1,000; FY 15: \$1,250; FY 16: \$1,500. The stipend will be paid in two installments in the fiscal year in which the services are performed, with the first installment in December and the second installment in June. In the event that the position holder does not perform the services for the full six months prior to an installment, the payment will be pro-rated based on full months of service. The Deputy Fire Chief shall not be eligible for these stipends.

10.11 Effective the first full pay period after July 1, 2017, an employee will be paid a \$5 (five dollar) stipend for actually working the full 14 hour shift that begins 5 p.m. and ends at 7 a.m. Effective the first full pay period after July 1, 2018, the stipend will be \$6 (six dollars). Effective the first full pay period after July 1, 2019, the stipend will be \$7 (seven dollars).

ARTICLE X A

Education Incentive

Effective July 1, 2004, Firefighters shall be paid an additional \$1,000.00 for an Associate's degree in Fire Science and \$1,750.00 for a Bachelor's degree in Fire Science. The incentive will be paid in two equal installments: the third payroll in December and the first pay period after Memorial Day. An employee who acquires a qualifying degree after July 1, 2004 will receive a pro rated share of the incentive during the fiscal year in which the degree is acquired.

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 two (2) twenty four (24) hour shifts leave without loss of pay in the event of the death of a spouse, child, or member of the immediate family. Immediate family is defined as an employee's mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather or any other relative permanently residing in the same household as the employee. If the shifts are needed, they must be used consecutively. Time off with pay for bereavement for step-relationships and additional time off with pay beyond the two shifts, may be granted by the Chief for justifiable reasons, however, the denial of either leave shall not be subject to the grievance and arbitration procedure. The Deputy Chief will receive the same bereavement leave benefits except that the Deputy Chief's initial leave shall be up to four (4) ten (10) hour shifts.

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 the payment indicated in Section 14.1. 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 technicians shall receive a stipend as follows:

Effective July 1, 2021: The EMT-Paramedic stipend shall be increased from \$7,200.00 to \$10,000.00 per year.

Effective July 1, 2021: The EMT stipend shall be increased from \$2,950.00 to \$3,500.00. Upon the retirement of Lt. Kevin Mossman, the EMT Stipend will be dissolved.

Effective July 1, 2022: The EMT-Paramedic stipend shall be increased from \$10,000.00 to \$11,000.00 per year.

Effective July 1, 2022: The EMT stipend shall be increased from \$3,500.00 to \$4,000.00. Upon the retirement of Lt. Kevin Mossman, the EMT Stipend will be dissolved.

Effective July 1, 2023: The EMT-Paramedic stipend shall be increased from \$11,000.00 to \$12,000.00 per year.

Effective July 1, 2023: The EMT stipend shall be increased from \$4,000.00 to \$4,500.00. Upon the retirement of Lt. Kevin Mossman, the EMT Stipend will be dissolved.

Said stipends shall be paid in two equal installments; one on March 1 and the other on October 1, provided that the applicable 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

Anti-Discrimination

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 Line of Duty Death Benefit, and Life Insurance.

The Town will pay 50% (fifty percent) of the premium cost for the PPO and/or POS plans it currently offers.

For employees hired before July 1, 2017, the Town will pay 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan for the HMOS (HMO Blue and Harvard Pilgrim) it currently offers.

For employees hired on or after July 1, 2017, the Town will pay 75% (seventy-five percent) of the monthly premium cost for the individual plan and 65% (sixty-five percent) of the monthly premium cost for the family plan for the HMOS (HMO Blue and Harvard Pilgrim) it currently offers.

Except for the Town's contribution toward the monthly premium, employees will be obligated to pay all other costs associated with the health insurance plans, including without limitation any co-pays and deductibles.

The Town agrees to contract for a Flexible Spending Account and pay the monthly assessment for each employee who participates.

In agreeing to accept the above changes, the parties agree that neither party has waived its right to object to or to implement additional changes in health insurance benefits or payment to the same extent as the parties had such rights when the above changes were implemented, and the parties' agreement on the above does not constitute a precedent or practice for interpreting the language of this contract with regards to health insurance benefits.

Notwithstanding any other provisions of the parties' collective bargaining agreement, including without limitation those related to health insurance, the Employer has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B (the "Health Insurance Reform Statute").

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 Deputy Chief's position shall come from within the Union, Local 2713 and is open to all Fulltime Lieutenants. In the event no fulltime Lieutenant applies or no fulltime Lieutenant passes the assessment center, any bargaining unit member with a minimum of ten (10) consecutive year's fulltime service as a firefighter, shall be eligible to apply.

The appointment of the Deputy Chief will be based on the highest score from an assessment center. A two (2) year list of successful candidates will be maintained by the Town. A minimum score of 70% must be achieved to be placed on the list.

ARTICLE XXI

Training

Members of the bargaining unit on the payroll as of July 1, 1999 shall receive a stipend for training as follows, effective July 1, 2021:

Deputy Fire Chief	\$1,705.05
Lieutenant	\$1,593.42
Firefighter	\$1,429.06

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

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

21. 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

22.0 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

23.0 The provisions of this agreement shall be effective as of July 1, 2021 and shall continue in full force and effect to and including June 30, 2024 and from year to year thereafter, unless modified or terminated as hereinafter provided.

23.1 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, 2020 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.

23.2 If settlement is not reached by June 30, 2024 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.

23.3 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/Paramedic.

ARTICLE XXV

Personal Days

25.0 Effective July 1, 2022, each bargaining unit member shall be entitled to two (2) personal days. Effective July 1, 2023, each bargaining unit member shall be entitled to an additional one (1) personal day for a total of three (3) personal days. Generally, the Chief will allow personal day requests made at least 24 hours in advance as long as two regularly scheduled firefighters on each shift report to work. However, from the Friday before Memorial Day to the Tuesday after Labor Day, the Chief, generally, will allow personal day requests made at least 24 hours in advance as long as one regularly scheduled firefighter on each shift reports to work. The Chief, in his discretion, may allow personal day usage that exceeds these restrictions.

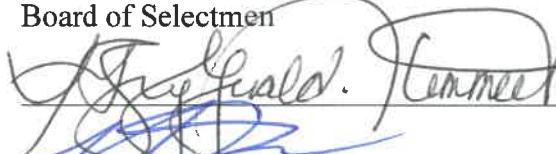
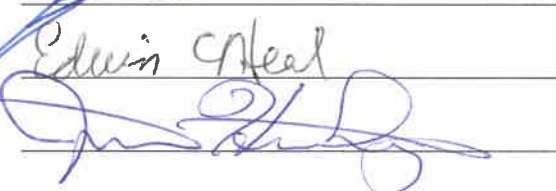
ARTICLE XXIV

Duration




This agreement shall take effect on July 1, 2021 and shall continue in force up to and including June 30, 2024.

This Agreement entered into this 9 day of August, 2021

For the Town of Hanson
Board of Selectmen

For Local 2713 International Association
of Firefighters AFL-CIO

ARTICLE 10.1, ADDENDUM

As indicated in the salary schedule set forth below:

1. Effective the first full pay period after July 1, 2021, increase salaries by 2% (two percent).
2. Effective the first full pay period after July 1, 2022, increase salaries by 2.25% (two and one quarter percent).
3. Effective the first full pay period after July 1, 2023, increase salaries by 2.25% (two and one quarter percent).
4. Effective the first full pay period after July 1, 2021, the following changes will be made to the salary schedule for Firefighter, Lieutenant and Deputy Chief:
 - a. The Maximum Step shall be retitled as "Step 4."
 - b. A Firefighter is eligible to receive an additional 2% on his/her current step rate after the completion of ten (10) consecutive years of combined full time service in the Department.

A Lieutenant is eligible to receive an additional 2% on his/her current step rate after the completion of ten (10) consecutive years of combined full time service (Firefighter and Lieutenant) in the Department.

A Deputy Chief is eligible to receive an additional 2% on his/her current step rate after the completion of ten (10) consecutive years of combined full time service (Firefighter, Lieutenant and Deputy Chief) in the Department.
 - b. A Firefighter is eligible to receive an additional 4% on his/her current step rate after the completion of 20 consecutive years of combined full time service in the Department.

A Lieutenant is eligible to receive an additional 4% on his/her current step rate after the completion of 20 consecutive years of combined full time service (Firefighter and Lieutenant) in the Department.

A Deputy Chief is eligible to receive an additional 4% on his/her current step rate after the completion of 20 consecutive years of combined full time service (Firefighter, Lieutenant and Deputy Chief) in the Department.

- c. A Firefighters is eligible to receive an additional 6% on his/her current step rate after the completion of 25 consecutive years of combined full time service in the Department.

A Lieutenant is eligible to receive an additional 6% on his/her current step rate after the completion of 25 consecutive years of combined full time service (Firefighter and Lieutenant) in the Department.

A Deputy Chief is eligible to receive an additional 6% on his/her current step rate after the completion of 25 consecutive years of combined full time service (Firefighter, Lieutenant and Deputy Chief) in the Department.

	Deputy Fire Chief	Minimum	Step - 1	Step -2	Step-3	Step-4	10 yrs	20 yrs	25 yrs
FY22	July 1, 2021	\$36.14	\$37.72	\$39.19	\$40.69	\$42.21	+2%	Additional +2%	Additional +2%
FY23	July 1, 2022	\$36.95	\$38.57	\$40.07	\$41.60	\$43.16	+2%	Additional +2%	Additional +2.25%
FY24	July 1, 2023	\$37.78	\$39.44	\$40.97	\$42.54	\$44.13	+2%	Additional +2%	Additional +2.25%

	Lieutenant	Minimum	Step - 1	Step -2	Step-3	Step-4	10 yrs	20 yrs	25 yrs
FY22	July 1, 2021	\$28.83	\$30.05	\$31.23	\$32.36	\$33.68	+2%	Additional +2%	Additional +2%
FY23	July 1, 2022	\$29.47	\$30.73	\$31.94	\$33.09	\$34.44	+2%	Additional +2%	Additional +2.25%
FY24	July 1, 2023	\$30.14	\$31.42	\$32.65	\$33.84	\$35.21	+2%	Additional +2%	Additional +2.25%

	Firefighter	Minimum	Step - 1	Step -2	Step-3	Step-4	10 yrs	20 yrs	25 yrs
FY22	July 1, 2021	\$25.77	\$26.85	\$27.93	\$28.88	\$30.05	+2%	Additional +2%	Additional +2%
FY23	July 1, 2022	\$26.34	\$27.45	\$28.56	\$29.53	\$30.73	+2%	Additional +2%	Additional +2.25%
FY24	July 1, 2023	\$26.94	\$28.07	\$29.20	\$30.19	\$31.42	+2%	Additional +2%	Additional +2.25%

ADDENDUM B

Job Description - Deputy Chief

Duties: The Deputy Chief is required to work in a confidential capacity with the Fire Chief in all matters. Under the general direction of the Fire Chief implement 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 required by OEMS Cooperation and direct assistance to the Chief of Department in all phases of emergency medical services and any related work as required. Oversee the general upkeep and orderliness of the fire station and the maintenance and operation of all firefighting equipment and apparatus. Oversee the company officers and all stipend positions to assure responsibilities are being met. Perform periodic inspections of all public buildings including, schools, hospitals, convalescent homes and business within the Town. Represent Chief at various meetings, court sessions, conferences, seminars, etc., as required. Maintain a good working relationship with all Town departments. Assist the Chief in various other functions including preparing forms and statistics. Perform other related duties as required or as responsibilities necessitate.

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 fire 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.

The following terms and conditions of employment shall apply to the Deputy Chief:

Cell Phones

To this end, a cellular phone will be provided for the Deputy Chief's use at the Town's expense.

Vehicle Use

The Town shall provide a vehicle for use by the Deputy Chief and pay for all attendant operating and Maintenance expenses and insurance. Said vehicle is to be used by the Deputy Chief in connection with the performance of his duties and for his professional growth and development.

It may be used by the Deputy Chief for personal reasons, since the Deputy Chief is “on call” in the event of emergency.

Details

The Deputy Chief will only be eligible for shifts and details or any other assignments until after all other bargaining unit members have refused. The Deputy Chief shall not be in a regular rotation for overtime. The Deputy Chief will not be utilized towards regular shift strength.

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 C-1

Job Description – Training Coordinator

Develops and maintains training program of the department, including planning and scheduling of regular in-service drills, monthly call force drills and special programs.

Coordinates with EMS coordinator to schedule EMS training programs.

Evaluate the training needs of the department by observation and testing and arranges for training programs through in-house, the Mass Firefighting Academy, National Fire Academy or other vendors to meet identified needs.

With the assistance of the department Administrative Assistant, maintains training and certification records of all members.

Prepares and submits necessary documentation to OEMS to obtain continuing education credits for programs where appropriate.

Maintains attendance and performance records of all members at training sessions.

Attends local, state and national training organizations when possible and keeps Chief and other Officers informed of current trends.

Identifies the need for and obtains training equipment with approval of Chief.

Performs other duties assigned by Chief related to Department's training program

Appointed and serves at the discretion of the Chief

ADDENDUM C-2

Job Description – Fire Prevention Coordinator

Organizes and monitors department inspection and investigation program. Including maintaining accurate records of residential and commercial inspections, conducts investigations into code violations.

Prosecutes violators of codes and ordinances through the court system.
Coordinates investigations and prosecutions with representatives of the State Fire Marshal and /or Town Counsel.

Coordinates the department mercantile walk-thru program with all shifts. Assigns equitable inspection loads to each shift and assures timely completion of assigned inspections. With the assistance of the department administrative assistant, completes necessary reports and records.

Reviews code changes and transmits necessary information on inspection and code enforcement to other shifts.

Attends meetings of local, state and national training organizations when possible and keeps Chief and other Officers informed of current trends.

Identifies the need for and obtains testing equipment, code texts and related items with approval of Chief.

Performs other duties assigned by Chief related to Fire Prevention

Appointed and serves at the discretion of the Chief

ADDENDUM C- 3

Job Description – Public Education Coordinator

Organizes, directs and assigns public education programs in Schools, pre-schools, senior citizen centers and for civic groups.

Applies for and manages SAFE grant.

Coordinates with Prevention Officer to assure mandated inspections/Fire drills are performed and recorded.

Works as liaison with school department to assure mandated topics/programs are being conducted.

Organizes public safety awareness functions.

Schedules staffing of public safety awareness functions.

Maintains SAFE trailer and it's scheduling with other departments.

With assistance of department administrative assistant, maintains accurate records of all activities, including schedules, payroll, equipment and trailer maintenance expense. Responsible for completing grant applications for SAFE program and completing annual grant use reports.

Attends meetings of local, state and national training organizations when possible and keeps Chief and other Officers informed of current trends.

Performs other duties assigned by Chief related to Public Education

Appointed and serves at the discretion of the Chief

ADDENDUM C-4

Job Description – Logistics and Operations Coordinator

Responsible for overseeing the maintenance of all non-vehicle equipment such as airpaks, handlights, portable generators, hydraulic equipment, hose, nozzles, valves, EMS and radio equipment.

Prepares a maintenance program for the equipment that can be done by on-duty shifts and if necessary professional repair or testing agencies.

Responsible for overseeing all matters regarding the maintenance and improvement of buildings and grounds as well as equipment of the fire department.

Coordinates seasonal maintenance for buildings and mechanical systems.

Orders all necessary supplies and equipment for department and maintains necessary inventories.

Coordinates with department mechanic on equipment needs and placement on apparatus.

Meets with the Chief prior to preparation of the Department's annual budget request to submit cost estimates of any equipment repair, test or replacement that they feel is necessary.

Performs other duties assigned by Chief related to Logistics and Operations

Appointed and serves at the discretion of the Chief

ADDENDUM C-5

Schedule

Effective upon funding and by agreement of the parties that the Union waives any overtime costs associated with the initial shift transition, and provides that the Union presents to the Chief an implementation plan no later than June 30, 2022, the agreement will amend Article V to replace section 5.3 as follows:

The bargaining unit members not working an administrative schedule shall have the following work schedule: 24-hour on, followed by 48-hour off, followed by 24-hour on, followed by 4 days off.

Failure by the Union to present their implementation plan prior to June 30, 2022 shall result in this subsection becoming null and void.

From Hanson Fire

Article 9.13, Parental Leave

The Town acknowledges that bargaining unit members are eligible for 8 weeks of paternal leave in accordance with G.L. c. 149, Section 105D for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child provided said bargaining meet the requirements to qualify for such leave.

Eligible employees may then use sick leave to cover their absence. If the employee does not have enough sick leave accrued, the employee may use a combination of sick leave and vacation leave or a combination of sick, vacation and unpaid leave to cover the 8-week period.

An employee, if eligible, shall be granted FMLA leave up to a maximum of 12 weeks in a calendar year. ¹ Employees may use sick leave to cover their absence. If the employee does not have enough sick leave accrued, the employee may use a combination of sick leave and vacation leave or a combination of sick, vacation and unpaid leave to cover the leave period. Parental leave shall run concurrently with FMLA where qualification for each type of leave overlaps.

Firefighters will accrue seniority, sick, personal or vacation time during their parental and/or FMLA leave of absences and the Town shall continue to be liable for the maintenance of the employee's health insurance during such leave(s).

Article 9.14, Maternity Duty

Section 1: When a female firefighter becomes pregnant, she will be permitted to continue to work so long as her physician certifies she is able to do so.

When a female firefighter's physician certifies that, due to pregnancy, she is no longer able to safely perform the full complement of her duties, she shall be reassigned to Maternity Duty within the fire department consistent with her medical and physical limitations and an assignment that she be made by the Fire Chief on a case-by-case basis in consultation with the Union and her physician. These duties will be based upon her individual capabilities, her ability to perform specific duties, the needs of the department, and the safety of the firefighter, her unborn child, co-workers, and the public.

A firefighter on Maternity Duty shall not be used to cover vacancies on suppression.

A firefighter's Maternity Duty shall not end at the delivery of her child.

Section 2: Once a firefighter has delivered her child and a physician certifies that she continues to remain unable to perform her duties as a member of the Hanson Fire Department, she shall be eligible for maternity leave. She shall be eligible for paternal leave and as set forth in Article 9.13 of the parties' cba and she may request, and if eligible, shall be granted FMLA leave up to a maximum of 12 weeks in a calendar year.


Section 3: Upon her return to employment following maternity leave, the employee shall be restored to her position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave commenced.

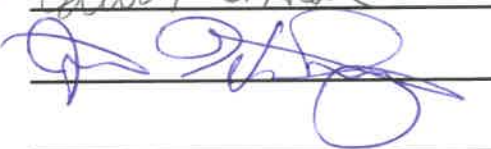
Section 4: Female firefighters shall seniority accrue sick, personal or vacation time during maternity leave and the Town shall continue to be liable for the maintenance of her health insurance during such leave.

Section 5: If any term or condition of this Maternity Duty Policy or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining terms and conditions of this Agreement shall be deemed affected thereby and the Town deemed to be substantially or materially prejudiced. The Town shall not be bound to renegotiate a new policy.

¹ A mother is entitled to FMLA leave for any period of incapacity due to pregnancy, for prenatal care or for her own serious health condition following the birth of a child. The partner is entitled to FMLA leave if needed to care for their pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.

THE TOWN OF HANSON



Edwin Neal


INTERNATION ASSOCIATION OF
FIREFIGHTERS, LOCAL 2713









