

AGREEMENT

Between

TOWN OF HANOVER

And

PROFESSIONAL FIREFIGHTERS OF HANOVER
LOCAL 2726, I.A.F.F.

July 1, 2020 TO JUNE 30, 2023

	TABLE OF CONTENTS	PAGE
	AGREEMENT	3
	WITNESSETH	3
ARTICLE 1	RECOGNITION AND BARGAINING UNIT	4
ARTICLE 2	MANAGEMENT RIGHTS	5
ARTICLE 3	WAGES & COMPENSATION	5
ARTICLE 4	DETAILS	11
ARTICLE 5	UNIFORMS AND EQUIPMENT	12
ARTICLE 6	SENIORITY	14
ARTICLE 7	VACATION	14
ARTICLE 8	SICK LEAVE	16
ARTICLE 9	MATERNITY LEAVE	18
ARTICLE 10	BEREAVEMENT LEAVE	18
ARTICLE 11	LEAVE OF ABSENCE WITHOUT PAY	19
ARTICLE 12	HOLIDAYS	19
ARTICLE 13	BUSINESS LEAVE	20
ARTICLE 14	BARGAINING COMMITTEE SECURITY	20
ARTICLE 15	DISCIPLINARY ACTION	21
ARTICLE 16	GRIEVANCE PROCEDURE	21
ARTICLE 17	INSURANCE	22
ARTICLE 18	HOURS WORKED	23
ARTICLE 19	OVERTIME	24
ARTICLE 20	PERSONAL LEAVE	25
ARTICLE 21	JURY LEAVE	25
ARTICLE 22	MILITARY LEAVE	25
ARTICLE 23	CALL BACK	26
ARTICLE 24	RESIDENCY REQUIREMENT.....	26
ARTICLE 25	EQUAL EMPLOYMENT OPPORTUNITY.....	26
ARTICLE 26	AMERICANS WITH DISABILITIES ACT	26
ARTICLE 27	PROMOTION	26
ARTICLE 28	TEMPORARY ALTERNATIVE DUTY	27
ARTICLE 29	RETIREMENT ELIGIBLE WAGES	29
ARTICLE 30	DURATION AND EFFECTIVE DATE OF AGREEMENT	30

AGREEMENT

This AGREEMENT is made and entered into by and between the TOWN OF HANOVER, MASSACHUSETTS (hereinafter referred to as the "Town") and the PROFESSIONAL FIREFIGHTERS OF HANOVER, LOCAL 2726, IAFF, (hereinafter referred to as the "LOCAL" or "Union").

No agreement, or alteration of the agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

WITNESSETH:

WHEREAS the well-being of the employees covered by this Agreement and the efficient and economic operation of the Fire Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS the participation of the employees in the collective bargaining process contributes to the effective conduct of the public business and the administration of the Fire Department; and

WHEREAS the parties to this AGREEMENT consider themselves mutually responsible to establish stable and meaningful relations based on the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, these parties mutually agree as follows:

ARTICLE 1
RECOGNITION AND BARGAINING UNIT

Section 1

The Town recognizes the Professional Firefighters of Hanover, Local 2726, IAFF, as the sole and exclusive bargaining agent of all full-time Firefighters in the Town of Hanover, including Captain-E.M.T., Day Captain E.M.T., Firefighter-E.M.T., and Firefighter, but not to include the Chief or Deputy Chief of the Fire Department, or any Call Firefighters of any rank, or any other employees of the Town of Hanover.

Section 2.

Neither the Town nor the Union shall discriminate in any way against employees covered by this agreement, based upon their membership, or non-membership in the Union, or based on participation or non-participation in lawful union activities.

Section 3.

The Town agrees not to enter into any other individual or collective agreement with any employee(s) covered by this agreement, which is inconsistent with the terms of this agreement.

Section 4. Agency Service Fee/Union Dues

The Town will advise new employees who are hired to fill a position covered under this Contract that the position is covered by the Contract.

Employees shall tender the initiation fee (if any), and monthly membership dues by signing the authorization of dues form during the life of this Agreement and in accordance with the terms of the form. The Town agrees to deduct weekly union membership dues duly authorized from the pay of each employee in the unit who executed such form and remit the aggregate amount to the Treasurer of the Union, along with a list of employees who have had said dues deducted. Such remittance shall be made by the 15th day of the month following the deduction.

For those members of the bargaining unit who have not signed a membership form and authorized dues deductions as of the date of execution of the Contract, any member of the bargaining unit who is not a member of the Union shall be required to pay an agency service fee. The Union shall annually provide the Town in writing with its calculation of the applicable agency fee.

The Union's recourse against any employee to whom the agency service fee applies but who does not pay it will be to, at the union's discretion, institute appropriate court proceedings to enforce such compliance.

The Union agrees to indemnify and hold harmless the Town, its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of the Agency Service Fee/Union Dues provisions, including but not limited to any proceeding in which the Town is made a party to the proceeding.

ARTICLE 2

MANAGEMENT RIGHTS

The Local recognizes that the Town, through its Fire Department, has the paramount duty to protect the life and property of the citizens and business enterprises within the Town of Hanover.

The Local also recognizes that the control and administration of the Fire Department is vested in the Board of Selectmen, the Town Manager, and the Fire Chief. This responsibility imposed on the Town by law, and enforced under the control and management of the Board of Selectmen, the Town Manager, and the Fire Chief, prohibits the Town from delegating to others, or otherwise dividing its obligations, authority and duties to make management decisions.

The Local, therefore, recognizes that the management of the Town and the direction of the Fire Force, including the right to hire, discipline, suspend, discharge for proper cause, promote, demote, or transfer, to make work assignments, to determine time and length of work shifts, to determine nature, scope and manner of performance of job duties, the right to reduce the work force for legitimate reasons and the right to issue and enforce rules and regulations, is vested and reserved to the Town and to the Fire Chief, subject, however, to the specific provisions of this Agreement, and to the laws of the Commonwealth of Massachusetts.

ARTICLE 3

WAGES AND COMPENSATION

DEFINITIONS:

Annual Hourly Rate = Salary line appearing in Table of Wages, Article 3, Section 1, Wages and Compensation. It has been mutually agreed to convert to hourly rate from salary utilizing 52.2 weekly divisor in perpetuity.

For the purposes of calculating “annual salary”= Regular hourly rate * 52.2(weekly divisor) * 42

Base annual hourly rate = Annual rate + Longevity rate + Stipend(s)rate.

Base annual ALS hourly rate = Base annual hourly rate + EMT pay rate.

Base Annual ALS Salary = Base annual ALS hourly rate * 52.2 * 42

Overtime hourly rate = Base annual ALS hourly rate * 1.5

Education incentive = [Annual salary + longevity + stipends + EMT pay]* the percentage rate designated to the employee’s degree level as listed in Article 3, Section 6, Education Incentive.

Day’s pay (for calculation of Holiday pay) = Base annual ALS hourly rate * 12 hours

* indicates multiplication

/ indicates division

« EMT PAY » – As indicated in Article 3, Sec. 4; C, D

Section 1.

Compensation for persons covered by this Agreement shall be as follows:

Table of Wages

**Hourly rate
Effective 7/1/20**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	\$23.79	\$25.69	\$27.60	\$27.64	\$28.75	\$29.90
FF/EMT	\$25.99	\$27.99	\$30.03	\$30.08	\$31.28	\$32.53
Captain/EMT			\$36.04	\$36.08	\$37.48	\$38.98

**Hourly Rate
Effective 7/1/21**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	\$24.38	\$26.33	\$28.29	\$28.34	\$29.47	\$30.65
FF/EMT	\$26.64	\$28.69	\$30.78	\$30.83	\$32.06	\$33.35
Captain/EMT			\$36.94	\$36.99	\$38.42	\$39.95

**Hourly Rate
Effective 7/1/22**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	\$24.99	\$26.99	\$28.99	\$29.04	\$30.21	\$31.41
FF/EMT	\$27.30	\$29.40	\$31.55	\$31.60	\$32.87	\$34.18
Captain/EMT			\$37.86	\$37.91	\$39.38	\$40.95

Technology	\$0.91
EMT Basic	\$2.08
EMT Paramedic	\$5.11
ALS Coordinator	\$0.91
EMS Coordinator	\$1.37
Day Captain I	\$0.36
Day Captain II	\$0.09
Mechanic	\$1.41
Senior Mechanic	\$1.32
Out of Grade, FF to Captain	\$6.75
Third Party Detail	\$60.00
Longevity Bonus 10 Years:	\$0.18
Longevity Bonus 15 Years:	\$0.30
Longevity Bonus 20 Years:	\$0.41
Longevity Bonus 25 Years:	\$0.64
Longevity Bonus 30 Years:	\$0.87

Section 2.

An employee shall advance one step at a time on the Table of Wages, for the appropriate job description, based on merit and on the recommendation of the Fire Chief. However, all firefighter positions by any title, for those hired after January 1, 1999, shall advance to Step 3 only after submitting proof of State certification at the Firefighter II level of professional training, as established by the Massachusetts Fire Training Council.

An employee shall advance to Step 4 after five (5) years of continuous service.

An employee shall advance to Step 5 after nine (9) years of continuous service.

An employee shall advance to Step 6 after twenty four (24) years of continuous service.

Section 3.

All step increases shall be effective date of hire anniversary date.

Section 4.

- A. Any Firefighter or Captain who is certified as an Emergency Medical Technician will be classified as a Firefighter/EMT or Captain E.M.T., and compensated accordingly.
- B. The annual salary of Captain E.M.T. shall be no less twenty percent (20%), above the annual salary of Firefighter E.M.T. at Step 3 in the Table of Wages.
- C. Firefighters and Captains shall receive Emergency Medical Technician pay, pro-rated, as follows:

Certified as EMT Basic \$2.08/hr.

Certified as EMT Paramedic \$5.11/hr.

Other Compensation:

Section 5A. Training

The Town agrees that bargaining unit members will be compensated at a rate equal to one and one-half times the Base Annual ALS hourly rate for training conducted as part of the regular performance of duties as indicated below. Approved training agencies include, but are not limited to: the National Fire Academy, Massachusetts Firefighting Academy, Plymouth County Fire Rescue Training Association, Barnstable Firefighting Academy. EMT-Paramedics may utilize these hours for compensation of attendance at Pediatric Advanced Life Support (PALS) courses.

Said hours not to exceed 32 hours in FY21, 40 hours in FY22 and 48 hours in FY23. Proof of attendance shall be provided at the time of the request for compensation.

Certificate Compensation

Employees may be eligible for compensation for procurement of listed certificates on a one-time basis, up to \$500.00 per employee, per fiscal year. Multiple certificates may be submitted per fiscal year. To begin in fiscal year 2019.

- | | |
|----------------------------------|----------|
| • Hazardous Materials Technician | \$500.00 |
| • Fire Officer I/II/III | \$250.00 |
| • Fire Instructor I/II/III | \$250.00 |
| • Fire Investigator | \$250.00 |
| • Technical Rescue Rope I/II | \$150.00 |

- Technical Rescue Trench I/II \$150.00
- Technical Rescue Confined Space I/II \$150.00
- Public Fire & Life Safety Educator \$150.00

Section 5B. Paramedic Training

This section is subject to the operating need of the department and adequate funding as determined by the Fire Chief. For the purpose of attaining manpower levels necessary to operate at full paramedic licensure, the Town agrees to reimburse the cost of training one member per year to the paramedic level. The Town shall pay the cost of tuition books, fees and insurance for said training.

As a condition of payment by the Town of the cost of all tuition and books for EMT/Paramedic schooling, the employee agrees to remain certified and employed by the Town as an EMT/Paramedic for a period of three consecutive years. In the event the employee leaves the Town's employment prior to the expiration of the three years or fails to remain certified for the three years, then the employee agrees to reimburse the Town any and all monies paid by the Town for tuition and books. Notwithstanding the provisions of the current Agreement, the parties specifically agree that the Town may seek collection through any and all means available by law, including court action against the individual, however this paragraph shall not be construed as allowing any financial claim against the Union.

Employees shall be reimbursed in the following increments:

- 45% of total program cost at the midpoint of classroom requirements
- 45% of total program cost at the completion of classroom requirements
- 10% of total program cost upon successful certification as an E.M.T. Paramedic

Employees attending such training shall be allowed time from regular scheduled work hours without loss of pay to attend classes. The Chief may further allow the scheduling of clinical and so-called ride-along training during regularly scheduled work hours.

Employees seeking to be eligible for paramedic training under this provision shall apply to the Fire Chief who shall select the candidate for training.

Section 5C. Mortality & Morbidity (M & M) Rounds

The Town agrees that Bargaining Unit Members will be compensated at a rate equal to one and one-half times the Base Annual ALS hourly rate, at a four (4) hour minimum, for each mandatory M&M Round attended as part of the regular performance of duties; the number of mandatory sessions to be determined by the hospital affiliated by agreement to provide medical control.

Section 5D. Firefighter Training

A. Firefighter Training

- B. Any mandatory meeting or training attendance (with the exception of Rounds attendance as per Section 5C) shall be compensated at a rate equal to one and one-half times the Base Annual ALS hourly rate, at a four (4) hour minimum. For the purposes of retirement eligible compensation only, these meetings or training shall be considered part of the regular performance of duties. Mandatory meetings/training shall include, but are not limited to any meeting called by the Chief or his designee (or other entity such as the Massachusetts OEMS or the hospital affiliated by agreement to provide medical control and oversight) that is required by the employee as a condition of employment or the maintenance of rank or certification.

C. Firefighter Training

Attending these meetings or training shall be compensated at a rate equal to one and one-half times the Base Annual ALS hourly rate, at a two (2) hour minimum. For the purposes of retirement eligible compensation only, these meetings or training shall be considered part of the regular performance of duties. These meetings/training shall include, but are not limited to EMS staff meetings, apparatus review committees or other ad-hoc committees established by the Chief or his designee and other meetings, events or training that are not required by the employee as a condition of employment or the maintenance of rank or certification.

Section 5E. Fire Academy Training

- A. The Fire Chief shall assign newly hired Firefighter-EMT's to be trained at the Massachusetts Fire Academy, or equivalent, when there are available openings. Personnel are expected to participate and attend courses, and pass all required tests and courses, as a condition of their employment.
- B. In the event the Chief is unable to schedule a Firefighter-EMT to start the required courses within two (2) years of hire, the requirement for personnel to pass said courses shall be waived.

Section 6. Education Incentive

Any full time employee who has attended an accredited College shall receive payment and recognition annually, as follows:

- | | |
|-----------------------------|--------|
| A. 10 Credit Hours | \$400. |
| B. 25 Credit Hours | \$600. |
| C. 40 Credit Hours | \$800. |
| D. College degrees attained | |

Category 1 Degrees –

To include, but not limited to: Fire Science, Fire Administration, Public Administration, Emergency Medical Services, Homeland Security, and Emergency Management

Associate's Degree – An amount equal to 5% of an employee's Base Annual ALS Salary

Baccalaureate Degree - An amount equal to 10% of an employee's Base Annual ALS Salary

Master's Degree - An amount equal to 12.5% of an employee's Base Annual ALS Salary

Category 2 Degrees –

To Include, but not limited to: Management, Business Administration, Engineering (Civil, Structural, Building Construction, or Fire Prevention), Chemical, Physical or Biological Sciences, Nursing or Allied Health, Computer Sciences

Associate's Degree – An amount equal to 2.5% of an employee's Base Annual ALS Salary
Baccalaureate Degree - An amount equal to 5% of an employee's Base Annual ALS Salary
Master's Degree – An amount equal to 6.25% of an employee's Base Annual ALS Salary

Category 3 Degrees

All other degree fields

Associate's Degree – An amount equal to 1.25% of an employee's Base Annual ALS Salary
Baccalaureate Degree - An amount equal to 2.5% of an employee's Base Annual ALS Salary
Master's Degree – An amount equal to 3.125% of an employee's Base Annual ALS Salary

Tuition reimbursement:

The Town shall reimburse an employee who completes a course, in an approved degree program, upon successful completion up to \$1,000.00 dollars annually.

All institutions from which a degree is received must be approved by the Town.

Any such employee who expects to newly attain credits or degrees as identified in A-D above and wishes to be paid for such, must notify the Chief in writing by December 1st of the fiscal year prior to the fiscal year when such attainment and payment would be expected.

Section 7.

In recognition of the value of experience and loyal service, increments shall be unconditionally granted by the Town to each employee according to the following schedule and shall be included in the Base Annual Salary.

YEARS OF SERVICE
COMPLETED

LENGTH OF SERVICE
ANNUAL AWARD

10 years	\$0.18/hr.
15 years	\$0.30/hr.
20 years	\$0.41/hr.
25 years	\$0.64/hr.
30 years	\$0.87/hr.

Section 8A. Emergency Medical Services (E.M.S.) Coordinator / Infection Control Officer

The Chief shall appoint an E.M.S. Coordinator / Infection Control Officer. For the added duties and responsibilities of the role, the E.M.S. Coordinator / Infection Control Officer shall receive a stipend of \$1.37/hr. to be included in the Base Annual Salary

Section 8B. Advanced Life Support (A.L.S.) Coordinator

The Chief may also appoint a certified paramedic to act as A.L.S. Coordinator. For the added obligations required of this position, the A.L.S. Coordinator shall receive a stipend of \$0.91/hr. to be included in the Base Annual Salary.

Section 9. Day Captain E.M.T

The Day Captain E.M.T after submitting proof of State Certification of Fire Inspector I or Fire Officer I level of certification, shall receive a stipend of \$0.36/hr. An additional \$0.09/hr. will be added to this stipend after submitting proof of State Certification of Fire Officer II. Stipend to be included in the Base Annual Salary.

Section 10. Mechanic

The Chief may appoint personnel to the position of mechanic in order to maintain Department vehicles and equipment, and perform related duties. For the added obligations required of this position, a mechanic shall receive a stipend of \$1.41/hr. to be included in the Base Annual Salary. In the event multiple appointments are made, a senior mechanic will be designated and receive an additional stipend of \$1.32/hr., also to be included in the Base Annual Salary.

Section 11. Technology

To recognize the necessity of Bargaining Unit members to remain current with changes in technology, the Town agrees to pay Bargaining Unit members a stipend of \$0.91/hr. These amounts to be included in the Base Annual Salary.

Section 12. Out-Of-Grade Pay

Any Firefighter or Officer with two (2) years of in-grade seniority may be required to temporarily assume the duties and responsibilities as acting officer at the next higher rank.

When an eligible Firefighter fills a vacancy for a Captain, that employee shall be compensated at an additional \$6.75/hr.

When a Captain fills a vacancy for a Chief Officer, that employee shall be compensated at their hourly overtime rate.

ARTICLE 4 **DETAILS**

Section 1.

Details shall be defined as any assignment or task related to the Fire Department that the Chief or his designee determine cannot be accomplished by permanent full-time members who are on-duty at the time the detail is needed. Such assignments and tasks include, but are not limited to, any shuttling of vehicles to or from a location from the Fire Department that cannot be accomplished by permanent full-time members who are on duty at the time the Chief or his designee determines the task needs to be completed. A "call back" of off-duty permanent members for fire or EMS reasons shall not constitute a detail, nor, for the purpose of this agreement, shall it constitute on-duty service.

In the instance of an unanticipated, unscheduled detail which the Chief or his designee determine in their discretion requires immediate response and cannot be accomplished by the permanent full-time members who are on-duty, the Town shall give permanent off-duty full-time members right of first refusal for such details provided that if such unanticipated, unscheduled detail is not filled fifteen (15) minutes after an attempt has been made to fill the detail with a member of the bargaining unit then the Town reserves the right to fill such detail by any other means necessary.

Section 2.

The following provisions shall govern the assignment and payment of extra paid details to bargaining unit employees:

- A. When the detail is to be paid for by an individual, group, corporation, or organization other than the Town of Hanover and/or its departments, the rate will be \$60.00 per hour with a four (4) hour minimum and time-and-one-half that rate for any hours exceeding eight (8) hours on any single detail. Any cancellation within one (1) hour of scheduled start time will be paid at four (4) hours minimum.
- B. When the detail is to be paid for by the Town of Hanover and/or its departments, the rate will be one and a half times the member's hourly rate with a four (4) hour minimum, but there will be no requirement to pay time and one-half for hours exceeding eight (8). This rate will apply to town meetings, elections, school department, & all other town departments

Section 3.

Details will be assigned so as to assure fair and equal opportunity for all members of the bargaining unit.

Section 4.

The Local will be given right of first refusal for all requested details.

ARTICLE 5

UNIFORMS AND EQUIPMENT

Section 1.

- A. Any bargaining unit employee shall be issued two complete outfits of protective clothing, "turnout gear" described below. Any of the following items which have previously been provided to the employee, shall be subject to exemption which shall be determined by the Chief of the Department:

- A) Helmet
- B) Eye Shield
- C) Bunker Coat
- D) Night Hitch pants and suspenders.
- E) Leather Hitch boots with steel toe and inner sole.
- F) Gloves for structural firefighting.
- G) Protective Hood

An employee shall receive one complete set of NFPA/OSHA approved protective clothing, "turnout gear" described above, prior to their first day at recruit training or fire academy. Upon successful completion of recruit training or the firefighting academy, the employee shall be issued a second complete set of NFPA/OSHA approved protective clothing, "turnout gear." As future equipment is purchased, it shall be NFPA/OSHA approved.

- B. For Emergency Medical operations each employee covered by this agreement shall be issued the protective clothing described below. Items listed below shall meet the current NFPA standards for personal protective equipment used during Emergency Medical operations:

- A) 1 All-weather Parka/Coat with detachable liner.

The above item(s) shall be issued on the first day of employment and shall include equivalents. As future equipment is purchased, it shall be NFPA/OSHA approved.

Section 2.

The Town shall issue a dress uniform to all members of the Bargaining Unit on or before completion of their probationary period. Dress uniform shall consist of:

- A) One dress shirt
- B) One dress blazer
- C) One pair dress pants
- D) One dress hat
- E) One set of dress badges including: hat, blazer and a pair of lapel badges
- F) One pair of dress shoes
- G) One tie

Section 3.

Employees will receive an annual clothing allowance of \$500.00 to be used for the purchase and/or cleaning of uniforms. New members shall receive a one time additional allowance of \$350.00. Any purchases made by the employee to be paid for by the Town shall be subject to the approval of the Fire Chief.

Section 4.

Employees will receive an annual duty expense allowance in the amount of \$425.00. In the year of recertification, employees may be reimbursed from this allowance for recertification fees paid to the Commonwealth of Massachusetts and or National Registry.

Funds not used for such expenses may be allocated to the purchase and/or cleaning of uniforms. Any purchases made by the employee to be paid for by the Town shall be subject to the approval of the Fire Chief.

Section 5.

Clothing either personal or owned by the Town which has been destroyed in the line of duty shall be replaced by the Town except when due to the gross negligence of employees.

Section 6.

Funds for this provision shall be administered by the Chief of the Department as set out aforesaid, and this allowance shall be a separate allowance.

ARTICLE 6

SENIORITY

Section 1.

Seniority shall commence from the date and time of the appointment by the appointing authority as a Permanent Full-time member of the Fire Department. Full-time members of the department with the same employment date shall have their seniority determined by Massachusetts Civil Service Law.

Section 2.

Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off of 90 days or less, any leave of absence, or any call to military service for the duration.

Section 3.

If an employee resigns voluntarily, or is discharged for just cause, he/she shall lose all seniority. If any employee is suspended, and the suspension is upheld, he shall lose all seniority for the period of the suspension.

Section 4.

In the event of a lay-off to reduce the work force, such lay-off shall be in inverse order of seniority.

ARTICLE 7

VACATION

Section 1.

Subject to the operating needs of the Department, as determined by the Fire Chief, vacations will be granted on a seniority basis if timely selected by employees during the period April 1-April 30. A senior employee who does not timely select his or her vacation during this period may not displace the timely vacation preference of a less senior employee.

Section 2.

There will be consideration by the Chief for members to split their vacations or not to have to take successive weeks of vacation, and to take their vacations at any time within the fiscal year, - again, subject to the needs of the Department.

Section 3.

A. For calculating 5, 10, and 15 years of continuous service, vacation entitlements shall be determined by a July 1st anniversary date, as follows:

Hired July 1- December 31, fall back to July 1 of that calendar year

Hired January 1 – June 30, move ahead to July 1 of that calendar year.

Employees shall be entitled to an annual paid vacation as follows:

- 1) The following shall determine vacation benefits for new employees (those with less than one (1) year of continuous service):

New employees hired between July 1st and December 31st shall be given one (1) week vacation (two (2) ten (10) hour blocks and two (2) fourteen (14) hour blocks) on January 1st. Such vacation benefit shall be eligible for use on or prior to June 30th of that same fiscal year. Employees covered under this provision shall be given two (2) weeks vacation (four (4) ten (10) hour blocks and four (4) fourteen (14) hour blocks) on July 1st.

New employees hired between January 1st and June 30th shall be given two (2) weeks vacation (four (4) ten (10) hour blocks and four (4) fourteen (14) hour blocks) on July 1st.

Under no circumstance shall an employee be given less than two weeks vacation on July 1st.

- 2) Employees with one (1) to four (4) years of continuous service with the Town shall be given two (2) weeks vacation on July 1st. This represents four (4) ten (10) hour blocks and four (4) fourteen (14) hour blocks.
- 3) Employees with five (5) years continuous service with the Town will be given three (3) weeks vacation or six (6) twenty-four (24) hour tours. This represents six (6) ten (10) hour blocks, six (6) fourteen (14) hour blocks.
- 4) Employees with ten (10) years continuous service with the Town will be given four (4) weeks vacation or eight (8) twenty-four (24) hour tours. This represents eight (8) ten (10) hour blocks, eight (8) fourteen (14) hour blocks.
- 5) Employees with fifteen (15) years continuous service with the Town will be given five (5) weeks vacation or ten (10) twenty-four (24) hour tours. This represents ten (10) ten (10) hour blocks, ten (10) fourteen (14) hour blocks.

It is understood between the parties that a weeks vacation shall mean forty eight (48) hours.

Section 4.

Employees absent without loss of pay due to injury or infectious disease pursuant to Section 1 of Article 7 of this Agreement shall receive vacation benefits as follows:

- A. Employees absent without loss of pay due to injury or infectious disease pursuant to M.G.L Chapter 41, Section 111F shall suffer no reduction of vacation credits or benefits provided the employee returns to duty within six (6) months following the date of injury or subsequent re-injury, or absence due to said infectious disease.
- B. An employees remaining vacation benefits shall be calculated by proportionally reducing his vacation credits on a 1:1 basis
 1. For example: 6 months of injury absence will result in a 50% reduction in an employees annual vacation benefit, 9 months would result in a 75% reduction in an employee's annual vacation benefit, etc. Any such reduction shall only be applied in the fiscal year the leave commenced. Injury time of less than six months would result in no loss of vacation benefits.

- C. Notwithstanding the aforementioned section, all employees shall begin each new fiscal year with their full vacation benefits in accordance with Section 3 of Article 7, regardless of any reduction computation.
- D. Proportionally reducing vacation benefits shall not be calculated or applied to any term other than the remainder of the fiscal year in which the employee returns to duty. There shall be no reduction or loss of vacation benefits in any subsequent year for time an employee spent absent without loss of pay due to injury or infectious disease pursuant to M.G.L Chapter 41, Section 111F during the previous year.
- E. In the event the fiscal year ends, and an employee had no opportunity to take their vacation benefit before the expiration of that fiscal year, due to an approved absence their outstanding vacation benefit will be monetarily paid to them in their last paycheck due in that fiscal year.
- F. For the Purposes of this Article "return to duty" shall mean when an employee returns to full/unlimited duty or Temporary Alternative Duty.

ARTICLE 8

SICK LEAVE

Section 1.

When an employee is absent without loss of pay due to injury or infectious disease pursuant to M.G.L Chapter 41, Section 111F shall suffer no reduction of sick leave benefits provided the employee returns to duty within six (6) months following the date of injury or subsequent re-injury, or absence due to said infectious disease.

- A. For the Purposes of this Section, "return to duty" shall mean when an employee returns to full/unlimited duty or Temporary Alternative Duty.

Section 2.

Sick leave for full-time employees will be accrued at the rate of one day and a quarter (1-1/4) for each completed month of full-time employment, except in the first year of employment he/she will be credited with fifteen (15) days of sick leave on the date of employment and accrue no additional accumulation until one calendar year has elapsed. For personnel assigned to the twenty-four (24) hour shift schedule a sick day is defined as twelve (12) hours, i.e., an average of a ten (10) hour block and fourteen (14) hour block.

Section 3.

- A. Personnel assigned to the twenty-four (24) hour shift schedule may utilize sick leave as follows:

1-ten (10) hour block	=	1 day
1-fourteen (14) hour block	=	1 day
1-twenty-four (24) hour block	=	2 days

- B. Personnel assigned to the day shift schedule may utilize sick leave as follows:

1-eight hour and 24 minute block	=	1 day
or		
1 ten (ten) hour and 30 minute block	=	1 day

Section 4.

All unused sick leave shall accumulate from year to year, to two-hundred (200) days.

Section 5.

Sick leave shall be accumulated during normal vacation leave.

Section 6.

Pursuant to Section 1 of this Article, sick time shall no longer continue to accrue after six (6) months of an employee being absent without loss of pay due to injury or infectious disease pursuant to M.G.L Chapter 41, Section 111F

Section 7.

Sick Time shall not continue to accrue when an employee has used one (1) continuous month of personal sick time.

Section 8.

For employees hired prior to July 1, 1996 there is hereby established a sick leave buy-back plan whereby the Town agrees to pay to any employee (0 - 25 years of service) covered by this contract, or to his/her estate, upon retirement directly into the Plymouth County Retirement System as verified by the County treasurer or a Selectmen approved Retirement Plan, or death, an amount of money equal to fifty percent (50%) of the employee's accumulated sick leave time up to a maximum of seventy five (75) days. For any employee (25 or more years of service) upon retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved retirement plan, or death, the Town agrees to pay to the employee or his estate seventy five (75%) percent of the employees accumulated sick leave up to a maximum of 113 days. The amount due shall be paid in full within a reasonable time, but in no event later than thirty (30) calendar days following date of said retirement or death, and shall be calculated using employee's current rate of pay at the date of said retirement or death.

Section 9.

Current daily rate of pay for benefits paid under provisions of Section 8 of this article shall be calculated by use of a divisor of 260 days per year and shall apply to all employees hired prior to July 1, 1996.

Section 10.

Any employee hired on or after July 1, 1996 shall be entitled to sick leave buyback with the following conditions:

- A. Benefits shall be limited to 50% of accumulated sick days on the effective date of retirement up to a maximum of 75 days regardless of length of service.
- B. Current daily rate of pay for benefits paid under this provision shall be calculated by use of a divisor of 365 days per year.
- C. Total benefits paid under this provision shall not exceed \$7,500.00

It is understood between the parties that the sections relative to sick leave buyback shall not apply to employees hired on or after July 1, 2011.

Section 11.

The Board of Selectmen agrees that where necessary, it will submit to the regular Annual Town Meeting for vote, provisions of Mass. General Laws, Chap.41, Sections 100, 100B, and 100G, and will comply with those Statutes which are not necessary to be adopted by the Town Meeting. (Note: Chapter 41, Sec. 100A and 100D have been repealed).

Section 12.

Those employees wishing to utilize their sick leave shall notify the Duty Officer of the shift prior to the shift intended to be out on sick leave as soon as reasonably able to that he/she will not be reporting for duty. Except for exigent circumstances, employees shall make notification to the Duty Officer no later than one (1) hour prior to the start of their scheduled shift. In all cases, the Duty Officer shall notify the Chief or his designee of the employees' sick leave utilization.

Section 13.

Members of the Bargaining Unit who utilize sick leave for three (3) consecutive twenty-four (24) hour shifts may be required to submit a certificate from an Emergency Department Attending Physician or the employees' Primary Care Physician (PCP) indicating they were seen for an illness or injury and are in good health to return to duty. Only the Fire Chief or his designee may request such certificate or documentation.

A. If an employee did not see an Emergency Department Attending Physician or his/her PCP while utilizing sick leave, as noted in the preceding section, the employee may be required to be examined by the Town Physician to ensure that the employee is in good health to return to duty. Only the Fire Chief or his designee may request such an exam be completed. All costs associated with said examination, including travel costs shall be bore solely on the Town.

- 1) If an employee was forced to utilize sick leave while waiting to be seen by the Town Physician and, after an examination takes place and the Town Physician agrees the employee is in good health to return to duty, any sick leave utilized shall be immediately credited back to the employee.

ARTICLE 9 **MATERNITY LEAVE**

For purposes of maternity leave the Town agrees to comply with provisions of MGL Chapter 149, Section 105D, as amended.

ARTICLE 10 **BEREAVEMENT LEAVE**

In the event of the death of an immediate family member, employees shall be entitled to four (4) days of leave. For the 24-hour schedule a day is defined as: 1 - ten (10) hour block or 1 - fourteen (14) hour block. A 24 hr. shift is defined as two (2) days.

For purposes of this article, "immediate family member" shall mean and include: Spouse, child, step-child, grandchild, mother, father, mother-in-law, father-in-law, sister, brother, step-sibling, brother-in-law, sister-in-law, and grandparents.

Two days of bereavement leave shall be granted for the death of an aunt, uncle, niece, nephew or spouse's grandparent.

Additional time, due to extenuating circumstances, may be granted at the discretion of the Fire Chief. Filling or not filling of shifts for absences due to bereavement come under management's rights and shall be at the discretion of the Chief.

ARTICLE 11

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence for a limited time without pay will be determined by the Chief of the Department and the Town Manager, and shall be consistent with the needs of the Town and the Fire Department.

ARTICLE 12

HOLIDAYS

Section 1.

It is agreed by and between the Town and the Local, that permanent full-time members who are required to work their regularly scheduled shifts on any of the holidays below, shall be paid the holiday plus the day's pay, together with payment at a time and one-half rate for all hours worked in excess of said regularly scheduled shift, if any.

Section 2.

The holidays shall include the twelve (12) accepted by the Town and now paid. They are:

1. Independence Day	7. New Years Day
2. Labor Day	8. Martin Luther King Day
3. Columbus Day	9. President's Day
4. Veterans Day	10. Patriots Day
5. Thanksgiving Day	11. Memorial Day
6. Christmas Day	

Section 3.

For personnel assigned a rotating shift, the Town will pay the Holidays in a lump sum as follows:
Holidays 1 - 6 inclusive: Paid in the first week following the pay period that includes the Thanksgiving holiday.

Holidays 7 - 12 inclusive: Paid in the first week following the pay period that includes the Memorial Day holiday.

Such holiday pay shall total twelve forty seconds (12/42) of the firefighters Regular Weekly Pay for 42 hours worked.

Section 4.

- A. For personnel on non-rotating day assignment, holiday pay will be paid in the week in which it occurs. In the event that any of the above holidays falls on a Saturday, an extra day's pay at the regular hourly rate will be paid that week. If any of the said holidays falls on a Sunday, the employee shall be off on the following Monday.
- B. For employees on a rotating assignment, the following holidays shall be observed on the actual calendar date of the holiday: January 1st (New Year's Day), July 4th (Independence Day), November 11th (Veteran's Day), December 25th (Christmas).

Section 5.

Sick leave and personal leave authorized by the Fire Chief or his designee for any holiday on which an employee is scheduled to work shall be granted in lieu of holiday pay for that day.

ARTICLE 13
BUSINESS LEAVE

Section 1.

All employees covered under this agreement who are officers of the Collective Bargaining Team, not to exceed four (4), shall be allowed time off for Local business, negotiations, or conferences with the Town Administration or Chief of the Department, without loss of pay or benefits, or without the requirement to make up lost time.

Section 2.

The members of the Local's Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Local, for time required to prepare grievances, and for the purpose of processing grievances, when such activity takes place at a time during which the employee is scheduled to be on duty.

Section 3.

One (1) member of the Local shall be granted leave to attend meetings as provided by Massachusetts General Laws, such time off not exceeding three (3) days. A day is defined as a ten (10) hour block or fourteen (14) hour block. A 24-hour shift is defined as two (2) days.

ARTICLE 14
BARGAINING COMMITTEE SECURITY

The Town agrees not to discharge or discriminate in any way against employees covered by this agreement or on the Bargaining or Grievance Committees for union activities.

ARTICLE 15
DISCIPLINARY ACTION

Employees may be discharged, suspended, or charged in any manner for just cause by the Town Manager. If and when such charge or charges are made, the employee will be entitled to retain counsel at his expense. In the event that discipline is documented for inclusion in an employee's personnel file, said documentation shall be copied to the employee.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 1.

Purpose: The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

- A. The Grievance Committee shall consist of three (3) members of the Bargaining Committee and their alternate (one of the four will be the union President). Complaints, disputes, or controversies of any kind which arise between one or more employees and the Town, or its agents, concerning the working conditions, hours of work, wages, fringes, or rates of pay referred to in this Agreement, may be processed as a grievance under the following procedure. The names of the three members of the Grievance Committee shall be submitted in writing to the Fire Chief, or, in his absence, the Officer in charge, prior to Step 1 of the grievance process.

Section 2.

Procedure:

Step 1.

Grievances must be presented in writing within 90 days of when the grievant knew, or should have known, of the event which gave rise to the grievance. Grievances may only be filed outside of the contract period provided that the underlying facts and circumstances occurred within the contract period. Notice may be given by the employee or by the Grievance Committee on behalf of an employee, or employees, to the Fire Chief. The Fire Chief, or in his absence, the Officer in charge of the Fire Department, shall meet with the Grievance Committee or the employee within five (5) days, exclusive of Saturdays, Sundays and holidays, from the time that the grievance is presented to him, and he shall attempt to resolve the grievance and present his results in writing to the Grievance Committee within five (5) days, exclusive of Saturdays, Sundays and holidays, of the meeting.

Step 2.

If the grievance is not resolved at Step1, the Grievance Committee may refer the complaint in writing to the Town Manager within five (5) days from the receipt of the results of the action, under the provisions of Step1, exclusive of Saturdays, Sundays and holidays. The Town Manager shall then meet with the Grievance Committee within five (5) days, exclusive of Saturdays, Sundays, holidays, and any scheduled Town Manager vacations, to discuss the grievance, and will answer the Grievance Committee in writing within five (5) days, exclusive of Saturdays, Sundays and holidays, after the meeting ends.

Step 3.

If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint, in writing, to the Board of Selectmen within five (5) days from the receipt of the results of the action under the provisions of Step 2 exclusive of Saturdays, Sundays and holidays. The Board of Selectmen will meet with the Committee and respond to the grievance, in writing, within fifteen (15) days exclusive of Saturdays, Sundays and holidays. The time-frame in the previous sentence may be changed, by mutual agreement of both parties in writing, in order to accommodate the Board of Selectmen not meeting on a weekly basis. (An example would be summer meeting schedule changes.)

Step 4.

If the grievance is not resolved in Step 3, or if the option in Step 3 was not utilized, the Grievance Committee may refer the complaint, in writing, to arbitration. The Arbitrator will be selected from a panel supplied by the American Arbitration Association, and the American Arbitration Association will administrate the same under its Voluntary Rules. Costs of the arbitration will be shared equally by the parties. The Arbitrator shall have no power to alter or vary the terms of this Agreement. The decision of the Arbitrator shall be final and binding on the Town and the Local and its Officers as covered by this Agreement.

Section 3.

A grievance shall be deemed waived unless the time limits specified in the Article are met, or as changed by mutual agreement in writing between the Town and the Local. If a grievance is not responded to by management within the timeframe specified in any Step, or in a time period otherwise agreed between the two parties, the union shall have the right to move it to the next step. A grievance may further be deemed waived unless matters are submitted to arbitration within forty-five (45) days after receipt of the Town Manager's, or (if applicable) Board of Selectmen's decision.

Section 4.

Any matter, which occurred, or failed to occur, prior to the effective date of this Agreement shall not be subject to the Grievance and Arbitration procedure herein.

ARTICLE 17 **INSURANCE**

Section 1.

The Town of Hanover shall make available to each employee covered under this agreement, life insurance as allowed by Massachusetts General Laws Chapter 32B.

Section 2.

The Town shall provide \$5,000.00 of life insurance coverage for each employee of the Bargaining Unit.

Section 3.

Employees covered by this Agreement shall be provided an opportunity to join the Town of Hanover's Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for employees and retired employees, and their eligible dependents, with the premium shared equally (50% - 50% basis) between the employee and the Town. Admission to the membership in said plan, and entitlement to its benefits, shall be in accordance with the terms and conditions of the contract between the Town and the insurance carrier.

Section 4.

The Town shall provide, at no cost to the employee:

- A. Yearly flu immunization
- B. Yearly screening for tuberculosis exposure
- C. Hepatitis immunization series
- D. Measles, mumps and rubella immunization
- E. Poliomyelitis (polio) immunization
- F. Tetanus immunization
- G. Diphtheria immunization
- H. Meningitis immunization
- I. Pneumonia immunization
- J. Any immunization recommended by the Center for Disease Control

The above immunizations and screenings shall be at the option of the employee. Testing to determine the effectiveness of immunizations shall be offered as recommended.

ARTICLE 18 **HOURS WORKED**

Section 1.

For employees assigned to groups the workday shall be a period of 24 hours consisting of a 10 hour and a 14-hour period combined.

The normal tour of duty shall be for a period of ten hours on, fourteen hours on, one day or twenty-four hours off, ten hours on, fourteen hours on, five days off. The standard weekly work schedule shall be an average of forty-two (42) hours over an eight (8) week cycle.

For employees assigned to the Rotating Day Shift, the work day shall be for a period of 12 hours. The shift shall begin at 0600 hours and end at 1800 hours. The work week shall consist of 4 consecutive shifts followed by 4 days off. Employees assigned to the Rotating Day Shift shall work with the same two duty groups. For purposes of sick leave and vacation time usage, one 12 hour shift shall equal 1 day.

Section 2.

Hours of work for employees assigned to the Day Captain shall be forty-two (42) hours a week. Employees assigned to the Day Captain position may work, subject to the approval of the Chief:

Schedule 1: Monday through Friday, for a period of eight hours twenty-four minutes, from 8:00 a.m. to 4:24 p.m.

Schedule 2: Four (4) days a week, for a period of ten hours thirty minutes. The employee and the Fire Chief, prior to the start of this Schedule, shall decide upon days of work.

An employee may make to the Fire Chief, in writing, a request to be assigned to Schedule 1 or Schedule 2. Said request shall be given to the Fire Chief no fewer than thirty (30) calendar days prior to the anticipated start date.

Section 3.

The assigned to the Day Shift shall be for a period of eight hours twenty-four minutes, from 8:00 a.m. to 4:24 p.m.

ARTICLE 19

OVERTIME

Section 1.

Any overtime which is directly ordered by the Chief of the Department or his designee shall be paid at a time and one-half rate for all hours in excess of an employee's regular work day or work week.

Section 2.

- A. Overtime required to fill vacation vacancies will be paid at a time and one-half rate, and the present practice of giving preference for such vacation vacancies to Permanent Firefighter-EMT's and Permanent Firefighters shall continue in force and effect.
- B. Overtime shifts requiring Advanced Life Support personnel shall first be offered to members of the bargaining unit who are certified at the Department's licensure level or higher (whether it be at the Intermediate, Paramedic waiver, or full Paramedic licensure level).

Section 3.

Firefighters, after completing their tours of duty, and who are ordered to return to duty, shall be compensated for at least four (4) hours pay at the rate of one and one-half times the Base Annual ALS hourly rate of pay.

Section 4.

- A. All hours worked in excess of an employee's regularly scheduled workday (as defined under Article 18) shall be compensated at a time and one-half rate.
- B. The consecutive number of hours worked, including overtime and/or shift swaps, shall not exceed thirty-eight (38) hours.
- C. Section 4B is subject to the operating needs of the Department, as determined by the Fire Chief or his designee.
- D. Overtime for vacation, sick, other leave, will continue to be assigned in ten (10) hour and fourteen (14) hour blocks, at the discretion of the Chief or his designee.

Section 5.

Personnel assigned to day shifts who work in excess of forty-two (42) hours per week or in excess of eight (8) hours, twenty-four (24) minutes (schedule 1) per day shall be compensated at a time and one-half rate.

Personnel assigned to day shifts who work in excess of forty-two (42) hours per week or in excess of twelve (12) hours (schedule 4) per day shall be compensated at a time and one-half.

Section 6.

Any employee required, as a result of official firefighting or EMS duties, to provide testimony or to appear at any official or quasi-official court proceeding, hearing, conference with police or counsel at a time when he/she is off-duty or not regularly scheduled to work shall be paid a minimum of four (4) hours pay at 1-1/2 times the Base Annual ALS hourly rate for each such appearance.

Section 7.

All assignments of overtime will be at the sole discretion of the Fire Chief, and he will act in the best interests of the Town to assign overtime to those members of the recognized Bargaining Unit, who, he feels, will serve the best interests of the Town for the overtime required.

ARTICLE 20
PERSONAL LEAVE

Personal Leave may be granted by the Chief in accordance with the policies of the Department.

ARTICLE 21
JURY LEAVE

An employee required to serve Jury Duty during his regular shift shall be paid by the Town for such normal work period, an amount equal to the difference between the compensation paid for a normal working period, and the amount paid by the court, if any, excluding allowance for travel. In order to receive this difference from the Town, the employee must first file copies of the jury pay vouchers with the Town Accountant's office. All court time not explicitly compensated under this provision shall be subject to the terms and provisions of Article 19 (Overtime) of this Agreement.

ARTICLE 22
MILITARY LEAVE

Regular full-time employees with more than one year continuous employment by the Town, prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in the military forces of the Nation, or the Commonwealth, shall be paid an amount equal to the difference between compensation for the normal working period of two weeks and the amount paid for military training. The Board of Selectmen or the Town Manager, in their sole discretion, may grant additional leave in addition to the above limitation. In order to receive this difference from the Town, the employee must first file copies of the military pay vouchers with the Town Accountant's office.

ARTICLE 23
CALL BACK

Any off-duty full-time employee who is summoned to respond to or as a result of any incident in conformance with Fire Department policy (e.g., dispatch of assigned fire company or EMS code), or is otherwise authorized by a commanding officer to respond to an incident shall be compensated at 1-1/2 times the Base Annual ALS hourly rate for the number of hours worked. Such hours shall be recorded and submitted in a 28-day cycle, consistent with the federal Fair Labor Standards Act, and will be paid on the pay period next following submission of said records.

ARTICLE 24
RESIDENCY REQUIREMENT

In accordance with this provision, any member of the Local may reside outside the Town of Hanover, provided that s/he resides within the Commonwealth of Massachusetts and in a community from the following list:

Abington, Avon, Braintree, Bridgewater, Brockton, Canton, Carver, Cohasset, Duxbury, East Bridgewater, Halifax, Hanson, Hingham, Holbrook, Hull, Kingston, Marshfield, Middleboro, Milton, Norwell, Pembroke, Plymouth, Plympton, Quincy, Randolph, Rockland, Scituate, Stoughton, West Bridgewater, the portion of the Town of Wareham that lies within one mile of the shared border with the Town of Middleborough, Weymouth, and Whitman.

ARTICLE 25
EQUAL EMPLOYMENT OPPORTUNITY

The Local and its members, pledge to assist the Town of Hanover in insuring that there shall be no discrimination in all phases of employment with respect to race, color, national origin, religion, age, ancestry, sex or handicap, unless based upon a bona fide occupational qualification.

ARTICLE 26
AMERICANS WITH DISABILITIES ACT

If any portion of this agreement is deemed by the Town to be in conflict with any current provision of the Americans With Disabilities Act, the Local agrees to reopen negotiations for the sole purpose of bargaining relative to the impact of said provision. The Town agrees to provide notice to the Local at least 30 days prior to the beginning of any such negotiation unless such requirement is waived by both parties.

ARTICLE 27
PROMOTION

Section 1.

The Town agrees that permanent position vacancies in higher grades covered by this agreement will be filled by competitive examination whenever qualified and interested employees are available.

Section 2.

The Local acknowledges, pursuant to Article 2 of this agreement, that the Town reserves the right to determine position qualifications, examination procedures and content, and to select the most qualified candidate(s), subject to the conditions agreed to herein.

ARTICLE 28
TEMPORARY ALTERNATIVE DUTY

Section 1.

Members covered under this Agreement on job-related leave under MGL Chapter 41, Section 111F may be assigned to Temporary Alternative Duty based on the recommendation of the physician. Based on the approval of the physician, an employee on job-related leave under MGL Chapter 41 Section 111F may make a request to the Fire Chief, in writing that he/she be assigned to Temporary Alternative Duty prior to the time frame stated in Section 3 of this Article.

Section 2.

Members covered under this Agreement on extended Sick Leave may be assigned to Temporary Alternative Duty based on the recommendation of the physician. Members on Sick Leave who are requesting assignment to temporary alternative duty shall make such request to the Fire Chief in writing.

Section 3.

- A. Such assignments will be considered after sixty- (60) consecutive calendar days of leave.
- B. All such assignments will be at the discretion of the Fire Chief, based on the individuals' medical and physical limitations as determined by the evaluation of the examining physician. Physician evaluations pertaining to the individuals' ability to be assigned to Temporary Alternative Duty shall be provided in writing to the individual. The Local shall be notified, in writing, of the decision to place an employee on Temporary Alternative Duty prior to the start of such assignment.
- C. The assignment will be task or project specific and based on that individual's job description as indicated in the Town of Hanover –Fire Department Alternative Duty Job Description and may include but is not limited to fire prevention and training assignments.
- D. Temporary Alternative Duty shall not include on-scene fire suppression and/or emergency medical services. Employees on Temporary Alternative Duty may participate in callback, based on the approval of the physician. Employees who participate in callback shall follow the same job description as stated in Subsection C. The employees' regular callback rate shall apply and callback of employees on Temporary Alternative Duty shall not be mandatory.

Hours of work for individuals assigned to Temporary Alternative Duty shall conform to the standard forty-two (42) hour workweek. Employees will generally work Monday through Friday from 8:00am to 4:24pm as specified in Article 18, Section 3. It may be necessary for the Fire Chief to deviate from these hours to comply with Section 7 of this Article.

- 1. At the discretion of the Fire Chief, employees may work up to three (3) additional hours per week, based on the approval of the physician. The employees' Overtime hourly rate shall apply to any and all hours worked in excess of forty-two (42).

Section 4.

In the event a disagreement occurs between the examining physician and the employee as to the ability of the employee to be assigned to Temporary Alternative Duty, the start of such assignment shall take place no sooner than seven (7) calendar days after the disagreement arises.

A. Should there be disagreement between the individual's physician and the Town appointed physician regarding the individual's medical limitations, a third independent physician will be selected. If the employee is on job-related leave under MGL Chapter 41 Section 111F, the Town shall cover the expense of the independent physician. If the employee is on extended sick leave, the employee shall cover the expense of the independent physician. The decision of the independent physician will be binding on all parties, and shall apply only to the assignment of Temporary Alternative Duty.

1. The third independent physician shall be chosen as follows:

In the case of an injury involving the specialty of orthopedics or internal medicine, the appointment will be made off of an approved list of physicians possessing such specialties, which list shall be jointly approved by the Town and Local. In the case of the injuries involving medical specialties other than orthopedics and internal injuries, the Town's designated physician and the employee's physician shall jointly designate the third physician.

Section 5.

Temporary Alternative Duty shall be terminated when the individual has been medically cleared to return to full, unlimited duty. Should the task or project not be completed prior to the employee being able to return to full, unlimited duty, it shall not be mandatory for the employee to complete such task or project.

Section 6.

If the individual has not been cleared for full duty at the completion of current Temporary Alternative Duty assignment, a new assignment will then be considered, taking into account any changes in medical condition or limitations.

Section 7.

The Town and Local understand that the primary responsibility of an individual on Temporary Alternative Duty shall be to return to full, unlimited duty as quickly as possible. During Temporary Alternative Duty the individual will be released from duty for any required medical appointments. A reduction in working hours shall be allowed for the individual to attend after hour's therapy.

Section 8.

In the event an individual on Temporary Alternative Duty is either re-injured or develops a new injury, the individual shall be returned to IOD Status.

Section 9.

At no point shall individuals assigned to Temporary Alternative Duty lose any benefits regularly enjoyed by all members of the Bargaining Unit. This shall include, but is not limited to, sick and vacation time, health benefits, and stipends. Individuals on Temporary Alternative Duty shall also retain all seniority held before, during and after said assignment.

Captain:

Under general supervision of a fire officer of a higher grade; carries out the following tasks: Responds to Headquarters for Fire Alarms and EMS Codes, driving and operating fire vehicles not including engine, ladder, and ambulance, receiving station visitors, attending training classes and participating in non-physical activities, fire prevention duties and/or inspections, answering telephones, assisting in fire ground rehabilitation. Performance Evaluation: Observes subordinate performance to identify strengths and weaknesses and assess training needs and conducts informal or formal counseling sessions with subordinates to discuss performance; conducts post incident critiques and questions subordinates. Training Delivery: Ensures that all subordinate personnel are properly training to carry out their assigned duties by planning, developing, conducting, and evaluating training sessions and drills; informally trains fire service personnel in apparatus operations, equipment use, EMS procedures, and other routine duties. Internal Inspections: Inspects/observes the inspection of personal gear, equipment, apparatus, and station facilities to ensure proper and safe operation and takes steps to ensure that observed deficiencies are corrected and necessary maintenance is performed; observes or is advised of deficiencies; and performs related duties as required.

Subject to twenty-four (24) hour call.

Firefighter:

Responds to Headquarters for Fire Alarms and EMS Codes, driving and operating fire vehicles not including engine, ladder, and ambulance, receiving station visitors, attending training classes and participating in non-physical activities, fire prevention duties and/or inspections, answering telephones, assisting in fire ground rehabilitation.

Subject to twenty-four (24) hour call.

ARTICLE 29
RETIREMENT ELIGIBLE WAGES

For the purposes of determining employee pension eligible compensation, the Town and Union agree that the following items shall be included as regular compensation:

1. Base Annual ALS Salary
2. Mandatory M&M Rounds
3. Contractual Training
4. Firefighter Training A & Firefighter Training B
5. Education Incentive Compensation
6. Holiday Compensation

The parties agree that the aforementioned items impact all employees covered under this Agreement.

ARTICLE 30
DURATION AND EFFECTIVE DATE OF AGREEMENT

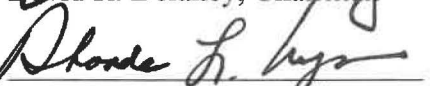
The terms of this Agreement shall be effective as of July 1, 2020, and the Agreement shall continue in full force and effect through June 30, 2023 and from year to year thereafter, unless written notice is given by either party to the other, not later than November 1 immediately preceding the expiration date, of any extension or renewal of this agreement. The notice forwarded shall set forth the party's desire to terminate or amend the Agreement.


WITNESS OUR HANDS AND SEAL THIS ____ day of September, 2020.

For the TOWN OF HANOVER

BOARD OF SELECTMEN


David R. Delaney, Chairman



Rhonda Nyman, Vice-Chair


John C. Tuzik



John Barry

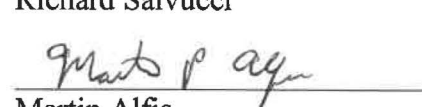

Vanessa O'Connor


For the UNION PROFESSIONAL
FIREFIGHTERS OF HANOVER,
LOCAL 2726, IAFF


Chris Azizian


John Earle


Richard Salvucci


Martin Alfis


Joseph Centeio

Approved as to Form


Labor Counsel

xc: Town Accountant
Town Treasurer
State Labor Relations Comm.
Plymouth County Retirement Board
Department Head
Labor Counsel