

AGREEMENT

BETWEEN

TOWN OF MAYNARD

And the

**MAYNARD PERMANENT FIREFIGHTERS
ASSOCIATION**

LOCAL 1947, I.A.F.F. AFL/CIO

JULY 1, 2012 TO JUNE 30, 2015

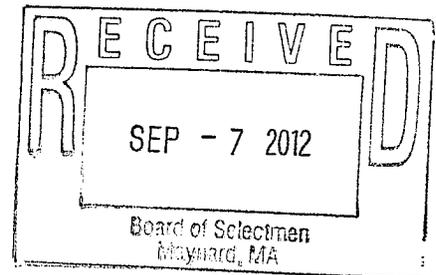
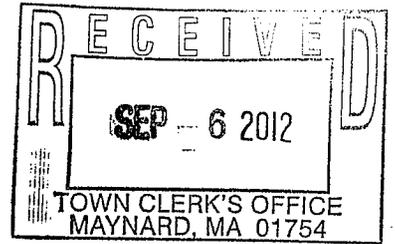


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AGREEMENT BETWEEN THE TOWN OF MAYNARD

AND

THE MAYNARD PERMANENT FIREFIGHTERS ASSOCIATION LOCAL 1947

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL/CIO

PREAMBLE

Whereas, the Maynard Permanent Firefighters Association, Local 1947, International Association of Firefighters was certified on July 30, 1971, as the exclusive representative of a bargaining unit consisting of certain employees of the Maynard Fire Department, hereinafter called the Town, desire to maintain a state of mutual understanding and harmony, the parties do mutually covenant and agree as follows:

ARTICLE 1

RECOGNITION

Section 1: The Town hereby recognizes the Union to be the exclusive representative of those employees of the Town comprising the certified bargaining unit for the purpose of collective bargaining with respect to wages, hours and conditions of employment and standards of performance and productivity.

Section 2: The Union recognizes that the Town retains the exclusive and ultimate right and authority to manage and administer the operations of the Maynard Fire Department and all personnel therein except as otherwise expressly provided in the Agreement or by law.

ARTICLE 2

UNION SECURITY

Section 1: The Town agrees to deduct one initiation fee not to exceed ten dollars for each employee who so authorizes the Town in writing, and to deduct Union dues not to Exceed \$22.57 per pay period from the pay of each employee who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. The Union shall notify the Town within a reasonable period of time prior to the first deduction of each employee.

Section 2: The authorization form shall be delivered to the appropriate Town officials for their suggestions.

Section 3: Although benefits gained by the union are accorded all employees represented. Therefore, all Non-Union employees must agree in writing as a condition of employment to

contribute an amount equal to Agency Service fees to the Union, which shall be proportionately membership in the Union is not mandatory for Maynard Firefighters, commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 150E, Section 12, of the General Laws. Said Agency fees shall be handled in the same manner as Union dues, described in Section 1 of this Article.

Section 4: It is understood that it is the responsibility of the Union to provide the authorization forms and to have them executed by the employees.

Section 5: The Town agrees not to discharge employees without just cause. The Town further agrees not to discriminate against, interfere with in any way, restrain or coerce any employee on account of Union Membership or participation in Union activities.

Section 6: The Town will provide space for and a bulletin board of reasonable size in the station to be used for Union notices concerning business and activities.

Section 7: The Union negotiation Team shall be allowed to conduct Union business concerning contract negotiations with the Town Administration, during normal working hours without a loss of pay or benefits provided each member furnishes his own substitute to work in his absence at no cost to the Town. The Union's Negotiation Team shall be limited to two members per shift.

Section 8: The Rules and Regulations of the Fire Department, existing at the time of the execution of this Agreement shall be equally applied throughout the Department. Said rules and regulations shall be posted in the Fire Station and distributed to all employees. The Chief may alter the present rules and regulations, but shall not do so in an arbitrary or capricious manner subject to the grievance procedure

ARTICLE 3

GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 2: Any dispute, grievance, or difference in respect to hours, wages, standards of productivity and performance and any other terms and conditions of employment arising during the term of this contract, shall be adjusted in accordance with the following procedure. Time limitations may be waived and/or extended by mutual agreement of the parties. An aggrieved employee may have a Union representative present at, and participating in, any level of this procedure. The intent of the grievance procedure is that it is in addition to any remedy available under the Massachusetts General Laws.

- **Step 1** – Employee shall submit his grievance in writing to the Local 1947 Grievance Committee within 30 days of when the employee should reasonably have become aware of the grievance. The Grievance Committee shall determine justification of the complaint. In making its determination, the Grievance Committee shall discuss the grievance with the Employee’s immediate supervisor.
- **Step 2** – If the grievance is unresolved, the Union through its Grievance Committee shall take up the grievance in writing with the Fire Chief and/or his designated representative. The Fire Chief shall have seven days, exclusive of Saturdays, Sundays, and Holidays, to act on said grievance. Within the seven-day period, the Fire Chief and/or his designated representative shall meet with the Employee’s Grievance Committee and the Employee to discuss and try to resolve the grievance.
- **Step 3** – If no agreement is reached between the Union and the Fire Chief, it shall then be referred in writing to the Town Administrator. The Town Administrator shall provide a decision in writing within twenty-one days after receipt of said grievance.
- **Step 4** – In the event that Steps 2 and 3 fail, at the request of either party, the grievance must be submitted within 30 days of the Administrators denial of the grievance to the American Arbitration Association for the appointment of a private arbitrator mutually agreeable to both parties, whose decision shall be final and binding on the parties of this agreement. (See General Law, Chapter 149, Section 178K). The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 3: The jurisdiction of the arbitrator shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall arbitrate the question only. The arbitrator shall not have the authority to alter, modify, or amend this Agreement. The arbitrator shall be requested to issue his decision within thirty days after the conclusion of testimony and argument.

Section 4: Any aggrieved employee and his Union representative shall be permitted reasonable time off from regular duties without loss of pay for the purpose of attempting to resolve a grievance at any step of the grievance procedure. Said time off shall be limited to the time involved in the direct discussion with the Chief of the Fire Department.

Not more than two employees shall be present at the discussion on a particular grievance, in addition to a Union representative.

ARTICLE 4

STABILITY OF AGREEMENT

Section 1: There shall be no amendments to this Agreement that are not executed in writing.

Section 2: The provisions of this Agreement shall be considered separable. If any provisions are determined or rendered void or invalid by reason of any By-Law, Statute, or court finding, then the remainder of this Agreement shall remain in full effect and force. Should this occur, the parties agree to negotiate substitute language to provide for the subject matter of the provision that was invalidated.

ARTICLE 5

HOURS OF WORK

Section 1: An employee's regular work week shall consist of an average of (42) hours per week over an eight week period. For the purposes of a regular work hours, a day shall be defined as (24) hours. Each work day shall commence at 0800 and run for (24) hours from that point. The Chief, with reasonable advance notice, shall change the work schedule at their discretion providing it is not done in an arbitrary or capricious manner subject to the grievance procedure. The schedule shall be an eight day schedule as follows:

Shift Schedule

Day	1	2	3	4	5	6	7	8
Group	1	2	1	2	3	4	3	4

Section 2: Effective during the first week of January 2000 (the actual starting date agreed on by the parties) the following rotating shift schedule will go into effect. Ninety days prior to the first anniversary of this schedule, the parties will meet to discuss whether the schedule should be continued. Either party, with thirty (30) days written notice to the other, may terminate this schedule effective on any date after the first anniversary of the implementation of this schedule.

Section 3: Employees may be permitted to substitute or exchange time with qualified employees of equal rank within the Department. Substitution may be permitted when approved in advance by the Chief or his representative. Swapped time must be paid back within the calendar year.

Section 4: Scheduled overtime shall be equally and impartially distributed among personnel in each rank. An overtime roster for each rank shall be kept by the Chief or his designee. If an employee refuses an overtime opportunity when notified, the refused opportunity shall be charged against such employee just as if he had actually worked such opportunity. The parties recognize that the assignment and performance of work by employees in excess of the regular work week and outside of regularly scheduled work hours is a condition of employment and is required. All employees are required to work when ordered by the Fire Chief or his representative. Failure of an employee to respond to call or work when so ordered or to make himself reasonably available for call, except for physical, personal or

other compelling reasons, may result in disciplinary action or loss of further overtime opportunities or both.

Section 5: An employee held for overtime beyond his regular tour of duty, shall be granted a minimum of one (1) hour of overtime pay, and any overtime worked in excess of one (1) hour shall be compensated to the next fullest hour, and so on. Any employee called back to duty for any reason shall be compensated at the overtime rate of pay hereinafter set forth for at least two (2) hours; even if the overtime actually worked is less than two (2) hours. Any overtime worked in excess of two (2) hours shall be compensated to the next full hour and so on.

Section 6: Effective upon implementation of this contract there shall be a three (3) hour minimum compensation at the overtime rate for a call back to a Code B.

Effective July 1, 2000 there shall be a three (3) hour minimum compensation at the overtime rate for a call back to a Box Alarm.

Any employee responding to a box alarm, called back to duty or held for overtime beyond his regular tour of duty shall be released by the Chief or his representative when conditions return to normal.

Section 7: An Officer or member of the Fire Department shall be paid a rate of time and one-half of said employee's basic hourly rate for all hours worked in excess of the employee's regular hours of duty as scheduled by the Fire Chief or his representative. For the purpose of this section, the employee's regular hours of duty shall be scheduled work hours not exceeding an average of forty-two (42) over a one to eight week schedule determined by the Fire Chief or his representative.

Section 8: If an employee is transferred to another group, his eight-week cycle shall be the four (4) weeks immediately prior to the transfer, the week the transfer takes place, and the next three (3) weeks. No employee shall be required to pay back or be considered to "owe" time to the Town as a result of any shift transfer.

ARTICLE 6

DUTIES

Section 1: The normal duties of the Fire Department shall consist of prevention, control and extinguishing of fires and other duties reasonably related thereto as determined by the Chief and recognized procedures for upkeep and proper care of equipment, property and facilities necessary for efficiency, safety and cleanliness within the Department. Job descriptions of Firefighter and Captain are attached as Appendix "B".

Section 2: A Safety Committee will be established, consisting of one Captain, appointed by the Chief, one Private appointed by the Union, and the Chief as Chairman. Meetings of an informal nature will be held at least once a month to establish reasonable safe working conditions, enforcement of the same, and any other matters related to safety. Accurate minutes of the meetings shall be kept, and provided to both parties. Any employee or the Chief may submit a recommendation for consideration by the Safety Committee. Upon receipt of a written communication, the Chief, after consulting with the other Committee Members will respond in writing to the submitting individual within forty-eight (48) hours of submission:

1. Whether the Committee will consider the submitted matter at the next regularly scheduled monthly meeting or at a special meeting and;
2. The basis for said decision.

If consideration by a special meeting is deemed appropriate, said meeting must be held within five (5) days of the date of the decision to hold said meeting. If disposition by a special meeting is not deemed appropriate, the written request and response thereto will be inserted in the minutes of the next meeting. It is understood by all parties that the purpose of the Safety Committee will be to make recommendations.

ARTICLE 7

VACATIONS

Section 1: A permanent full time employee with at least five (5) months of continuous service shall be entitled to paid vacation during the first fiscal year of employment in accordance with the following schedule:

FIRST YEAR OF EMPLOYMENT DATE OF EMPLOYMENT	PAID VACATION ENTITLEMENT
July or August	2 Weeks
September through January	1 Week
February through June	0

Employees whose fifth anniversary of employment falls in the current year, but with less than ten (10) years of service will receive three (3) week's vacation. Employees whose tenth anniversary of employment falls in the current year, but with less than twenty (20) years of service will receive four (4) week's vacation. Employees with twenty (20) or more years of service will receive five (5) week's vacation. Effective July 1, 2003 employees with twenty-five (25) or more years of service will receive six (6) week's vacation.

Section 2: Insofar as it is consistent with the efficient operation of the Fire Department as determined by the Fire Chief, each employee shall be granted a minimum of two (2) weeks of his earned vacation during the period beginning June 1 and ending September 30 of each year. Such vacations shall be chosen by each employee according to seniority in classification. "Bumping" from the vacation list by reason of seniority shall not be allowed after April 1st for the following fiscal year. All requests for vacation shall be submitted by April 30 for the balance of the fiscal year.

Section 3: An employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal or by retirement, or by entrance into the armed forces, shall be paid for any unused portion of vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces shall occur, up to the time of the employee's separation from the payroll.

Section 4: Upon the death of an employee who is eligible for a vacation under the provisions hereof, payments shall be made to the beneficiary designated by the employee for the Town Insurance purposes in an amount equal to the unused vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

Section 5: Vacation must be taken in the fiscal year in which they are due, and shall not accumulate from year to year unless specifically authorized by the Fire Chief due to emergencies or uncontrolled events

ARTICLE 8

HOLIDAYS

Section 1: Employees shall receive one (1) day of regular straight time pay for the day on which each of the following are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Patriot's Day (Third Monday in April)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

Section 2: For each said holiday each employee shall receive eight (8) hours of pay of the employee's base weekly salary. In addition to the foregoing, if an employee actually works a holiday, he shall be paid at an overtime rate for the actual hours worked on the calendar holiday. For the purposes of this overtime eligibility, the Christmas and New Year's

Holidays shall be considered to be December 25 and January 1 respectively, and all other holidays shall be considered to be on the date established by the State.

ARTICLE 9

PERSONAL DAYS

Section 1: Each member shall be entitled to three (3) personal days, two of which shall be taken as single ten (10) hour day shifts and one of which may be taken as a ten (10) hour day shift or as a fourteen (14) hour night shift.

Section 2: New employees shall be entitled to one (1) personal day during each four (4) months he/she is there for the first year.

Section 3: Effective July 1, 2000 an employee shall be entitled to one additional personal day for each 12-month period during which the employee takes no sick leave. The 12 month periods shall run from July 1 to the following June 30. The first such period to be counted shall begin July 1, 2000.

ARTICLE 10

SICK LEAVE POLICY

Section 1: Each employee hired prior to July 1, 2012 shall accumulate sick leave at the rate of Eight and three quarter (8.75) hours for each month of employment. The amount of sick leave, which may be accumulated from year to year, is limited to the maximum of 1575 hours. For employees hired after July 1, 2012 each shall earn at a rate of Five (5) hours per month. Starting the July 1st, following his/ her fifth full-year of employment and thereafter, he/she will earn sick leave at 8.75 hours per month.

Sick leave is for the protection of the employees against loss of pay due to illness, and the Chief may, at his discretion, require an employee to furnish satisfactory evidence of illness.

Section 2: The Town has adopted a sick leave policy as means of solving sick leave problems within the terms of the current collective bargaining agreement. *See Addendum A attached to contract.*

Section 3: Effective July 1, 2012, employees with more than 1575 accumulated sick leave hours shall be paid back for 50% of those hours in excess of 1575 hrs. in two payments – Payment 1: 2nd pay period December 2012 and Payment 2: 2nd pay period June 2013.

Employees who have accumulated 1575 hours will be permitted to buyback annually the unused balance of their annual sick leave accrual. The annual buyback will be paid in the second pay period of the fiscal year following the fiscal year in which the employee accrued the sick leave which is being bought back.

Beginning on July 1, 2012, employees with more than 437.5 hours (50 accumulated sick days @8.75 hrs./day) and less than a maximum of 1575 hours (180 sick days @ 8.75 hrs./day) will be permitted to buyback annually up to 87.5 hours (10 days@8.75hrs./day) maximum from their unused balance of sick days from the previous fiscal year at the rate of 50 % of their then applicable rate of base pay. To exercise this option and to buy back a specified number of sick hours in excess of 437.5 hours from the previous year's unused balance, the employee shall give the Chief Notice of his desire to buy back a specified number of days by December 1 prior to the fiscal year in which he desires to buy back some of the excess days over 437.5 hours from the previous fiscal year's balance.

Upon termination of employment for any reason, except by discharge for just cause, an employee shall be paid, as part of his/her termination pay, fifty (50) percent of his accumulated sick leave at the date of his termination. Regarding termination, one sick day shall be considered 8.75 hours. Under normal circumstances, if a firefighter gives notice of his retirement before the closing of the town warrant for an annual town meeting, he will be paid the lump sum on the later of his/her retirement date or on July 1 of the fiscal year for which that annual town meeting would appropriate funds. In emergency situations, which are deemed to be so by mutual agreement of the Union and Town, the firefighter will be paid the lump sum on the date of his retirement. If the Union and the Town are unable to reach agreement as to whether an emergency situation exists, the matter will be decided by an independent panel of three members. The panel shall consist of one person chosen by the Town, one person chosen by the Union, and one person jointly chosen by the Town's appointee and the Union's appointee. The decision of this panel will be binding upon the Union and the Town. Said section to be effective July 1, 1987.

At the request of the employee, a single lump sum payment without deduction of withholding for taxes will be made, provided such method of payment is not contrary to or in violation of applicable state or federal law in the judgment of the Town.

An employee entitled to buyback sick leave on termination of employment shall have the option to select payment in a lump sum or payment on a weekly basis. If the weekly payment is selected, the employee will have the further option of taking the payments over 1 year, 2 years or 3 years. The selection of an option for payment of buyback upon termination of employment shall be irrevocable.

Annual buyback (of annual accrual or of excess over 1575 hours) under this provision shall be at the rate of 50% of the days bought back and at the employee's wage rate in effect at the time of the buyback payment. Buyback on termination shall be at the employee's wage rate in effect on the date of termination.

Section 4: Sick Leave Bank.

A. The Bank.

There shall be a Sick Leave Bank for the purpose of making sick leave available to employees with long-term illness and injury who need and merit additional sick leave. The Chief and two representative of the Union will constitute the administrators of the plan. The administrators will act by majority vote and the Chief will keep written records of their actions.

B. Contributions.

Earned sick days in excess of an employee's accumulation cap will be credited to the bank in the month they are earned. Each fiscal year on July 1, until there are 2160 hours (180 sick days @ 12 hrs/day for a total of 90 -24 hr. tours) in the bank, there will be three sick days deducted from each employee's accumulated sick days (or from his current annual entitlement if he has no accumulated days) and credited to the bank. Annually, the sick days in the bank have fallen below 2160 hours, the administrators may again require annual deduction of up to 3 sick days from each employee to be credited to the bank. The administrators must impose the deductions uniformly upon all employees and they may not deduct more days than are required to bring the bank up to 2160 hours. An employee will get credit in an annual deduction of his earned sick days in excess of the accumulation cap, which have been credited to the bank within the prior 12 months.

C. Grants of Sick Leave.

The administrators may grant sick leave to employees who request it in writing. The Administrators shall be guided generally by principles of need and fairness which include the following guidelines:

1. Grants may be made only to employees who have exhausted their own current and accumulated sick leave.
2. An employee shall be limited to a grant of sick leave equal to fifteen times his number of years service.
3. In cases where a grant of sick leave is inappropriate or insufficient, the administrators may lend sick leave to the employee. As an employee accrues new sick leave, it will be credited to the bank to repay the loan. The loan will not exceed the amount in the bank. Any unpaid balance of the loan will be deducted from the bank.

ARTICLE 11

BEREAVEMENT LEAVE

Section 1: Employees shall be paid for regularly scheduled time lost due to the death of an employee's father, mother, child, grandchildren, wife, husband, brother, sister, grandmother, grandfather, father-in-law, or mother-in-law, occurring between the date of death and the date of

the funeral. For special circumstances owing to transportation requirement, the Fire Chief may extend time beyond the date of the funeral. Employees shall be paid regularly scheduled time lost due to the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle occurring on the day of the funeral.

ARTICLE 12

INJURY LEAVE

Section 1: Any employee incapacitated for duty because of injury sustained in the performance of his duty shall receive compensation in accordance with Massachusetts General Law, Chapter 41, Section 111F, and subject to the conditions posed therein, and shall not be considered sick and shall not lose sick leave.

Subject to the conditions set forth in this Article, the Chief may require an employee who has been on Injured On Duty Status (IOD) for more than four (4) weeks and who is not hospitalized, to perform light duty provided: that the employee is not taking medication which would impair his performance; that the Town is not contesting the employee's IOD status; and that the Chief has determined that there is suitable bargaining work available for which the employee is qualified. The employee may waive the four (4) week period and begin light duty earlier than otherwise required. An employee on sick leave status may elect to perform light duty work provided: that the employee is not taking medication which would impair his performance and the Chief has determined that there is suitable bargaining work available for which the employee is qualified. The Chief may assign an employee who has a retirement petition pending before the Retirement Board to light duty for a period of only one (1) year. Upon expiration of the one-year period, the employee may no longer perform light duty unless the Chief, in his sole discretion, decides to extend the light duty assignment for additional three (3) months. The Chief may renew the light duty assignment for additional three (3) month periods as the Chief deems appropriate.

Section 2: Except as may otherwise be provided in Section 3 of Article 8 or Section 3 of Article 13, no employee will receive more than the equivalent of 52 weeks of pay for any fiscal year.

Section 3: Employees who are absent from work because of a work related injury for six (6) or more consecutive months will stop accumulating sick leave and will not be eligible to again accumulate sick leave until the start of the next calendar month in which the employee returns to work. For purposes of this Article, an employee who has returned to work from an injury leave and is then again absent due to a work-related or same injury within two (2) weeks of that return to work will be considered to be on one continuous injury leave.

Section 4: Employees who are absent from work for an entire fiscal year because of a work-related injury will not accumulate personal days for that fiscal year.

Section 5: In the instance that the employee's physician and the Town's designated physician cannot agree on the injury, a third neutral doctor mutually agreeable to the Town and the Union

will be chosen, said cost to be borne equally by Town and Union and whose decision will be final.

ARTICLE 13

SENIORITY

Section 1: Seniority shall be considered the length of an employee's continuous service in a permanent classification within the Fire Department of the Town. An employee's date of seniority shall be advanced to eliminate as credited service, all personal time lost where an employee has absented himself at any one continuous period in excess of ninety (90) days solely for reasons of a personal nature. The permission of the Fire Chief must be given for personal leave status. Absence due to illness or injury shall not be cause to amend the date of seniority. The termination of employment, whether voluntary or otherwise, shall result in permanent loss of the employee's seniority.

Section 2: The Chief shall establish a seniority list on or before July 31 of each year. Said list shall be posted at the station for a minimum period of thirty (30) days.

Section 3: Reductions in force and recalls shall be conducted in accordance with the seniority list, so that the less senior employees will be first to be laid off and the last recalled. Laid off employees who wish to be recalled must provide (and update) the Department with written notice of a current address at which they may be contacted by registered mail. When a firefighter position becomes available within the force, the Fire Chief shall start a recall of the laid off employees on a seniority basis. The Fire Chief shall notify each laid off firefighter by Registered letter at the most current address provided in writing by the employee. Each person contacted shall have one opportunity to accept or refuse the position. If refused, the Fire Chief will not be further obligated or required to contact said person for future employment. When a person who has been laid off is contacted and offered a position within the Maynard Fire Department, he/she shall respond with an acceptance or refusal in writing within 14 days of notification. When no notification is received within the above time limit, the answer shall be considered a refusal of the position.

ARTICLE 14

SALARIES

Section 1: Captain shall be 24% above the rate established for firefighter. The Wage scales for employees shall be as follows:

	<i>Minimum</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>-</i>
Effective July 1, 2012 (1.5%)					
Effective July 1, 2012 (\$2000.00 added to base pay)					
Firefighter	46,034.49	47,460.51	48,785.26	50,319.34	
Captain			60,493.72	62,395.98	

Effective January 1, 2013(1.0%)					
Firefighter	46,494.83	47,935.11	49,273.11	50,822.53	
Captain			61,098.66	63,019.94	
Effective July 1, 2014 (1%)					
Firefighter	46,959.78	48,414.46	49,765.84	51,330.76	
Captain			61,709.64	63,650.14	

The Local and the Town will work cooperatively to reduce the cost of overtime through negotiations. The language this paragraph does not limit or acknowledge the Town's power to reduce overtime unilaterally. The language of this paragraph does not constitute a waiver of any of the local's rights. Both parties will research and cooperate in negotiating a Income replacement Benefit (IRB) for all members of the Local.

If the town and the Local are able to reach an agreement on an IRB and a means of controlling overtime costs, then: 1) the town shall increase the base rate of pay by an additional 0.5% in FY-14 and 2.) the Town shall increase the base rate of pay by an additional 0.5% in FY 15.

Section 2: Increases within the rate change.

The normal period of service in a particular job required for advancement from minimum to maximum step rate shall be provided in this section. Employees shall be eligible for a step increase each year until they reach the maximum rate, which shall be three years. Approval of the Fire Chief shall be required in granting a step increase. This method of handling increases within a salary range gives the Chief the right to reward good and faithful service meriting this special consideration. It shall also enable him to withhold increases when, in his judgment, the employee has not progressed rapidly enough to merit the increase called for in the schedule.

Section 3: Officers Probation.

Any employee promoted to the rank of Captain after July 1, 1980 shall serve a probationary period of six (6) months. If an employee fails to qualify as a Captain, he will have the right to return to the rank of Firefighter with the same status and seniority he would have had as if he had never been promoted.

Section 4: Working out of Grade.

- a. When an employee is specifically appointed to work out of grade, he will be paid at the minimum Captain's rate.
- b. When an employee is specifically appointed to an assignment as Acting Chief, he shall be compensated at the flat rate of \$125.00 per week above the maximum Captain's salary.

Section 5: New Personnel.

The hiring rate shall be the minimum of the rate range of the job for which the new employee is hired, unless otherwise authorized by the Fire Chief. All new permanent employees shall be required to pass a physical examination, which shall be paid for by the Town

ARTICLE 15

PROFESSIONAL DEVELOPMENT

Section 1: All employees who have acquired college credits in a Fire Science Program or a Fire Protection Engineering Program approved by the State Board of Education shall receive a Professional Development Base Salary Increase based on the following schedule:

- 30 acquired credit hours – 3 years service – 5% of base salary
- 60 acquired credit hours – 3 years service – 10% of base salary
- Fire Science Degree (Associates or Bachelor) – 15% of base salary

Section 2: Credit accumulation shall only apply to subjects, which are related to the above referenced educational program approved by the Fire Chief. Students must receive a minimum grade of 2.0 on a 4.0 scale for each course to be eligible for professional development pay.

Section 3: Satisfactory completion of a course shall be submitted by the employee to the Chief, who shall cause the employee's base salary to appropriately increase.

Section 4: The Town will pay the cost of all books, tuition and fees for those courses, approved in advance in writing by the Chief, which can be applied towards an Associates Degree Program in "Fire Protection Engineering", or a Bachelors Degree in Fire Science . The cost of all books, tuition and fees shall be reimbursed to the employee by the Town within two (2) weeks of his

submitting to the Chief evidence of his satisfactory completion of the said course and costs incurred. The tuition reimbursement rate for the Bachelors Degree program shall be limited to the tuition rate charged at Massachusetts State Colleges.

ARTICLE 16

PROMOTION PROCEDURE

Section 1: Promotion list.

The Fire Chief shall determine when a promotional examination will be scheduled. After the examination(s) is/are completed and final scores are determined, the Fire Chief will post a list of the candidates. Positions on the list will be based on examination performance. The list shall be effective for two (2) years following the posting of the list.

Section 2: Notice of Examination.

The Fire Chief shall post in the Fire Station a notice of the examination not less than ninety (90) days before the written examination will be administered. The notice will set forth the specific material upon which the examination will be based as well as any background material. If the Fire Chief determines that an oral and/or practical examination is necessary, the process will follow the written examination.

Section 3: Examination.

- A. A written examination shall be given. An oral and/or practical examination may be given.
- B. The examination may be based on any books or sources deemed appropriate by the Chief and set forth in the notice of examination.

Section 4: Scoring.

Seniority, responsibility and initiative shall be considered by the Chief along with the test scores in selection of the upgrade. Test scores shall be furnished to the applicant on request. The Chief may appoint a "Captain's Review Board" to interview the candidates and make recommendations.

Section 5: Appointment.

The Chief has the right to appoint the candidate that he selects from the list.

Section 6: Reimbursement of Expenses.

Any employee who submits written application to take a written promotional examination and does not report and take the examination shall reimburse the Town for any costs incurred for the examination, except in the case of illness, which can be validated.

Section 7: A minimum of five (5) years service in the Maynard Fire Department is required to be eligible to take a promotional examination.

ARTICLE 17

TRAINING AND DEVELOPMENT

Section 1: Employees assigned to Training School by the Fire Chief shall be paid for all hours while in attendance and such time shall be considered as time worked.

Section 2: Employees providing their own transportation to attend Training School, as assigned, shall be reimbursed at the IRS approved rate per mile round trip as it is determined from the Maynard Fire Station.

Section 3: Employees assigned to a Training School shall report to duty, where practical, in all circumstances that the program is interrupted during the training period.

Section 4: \$5,000 of yearly budgeted training money will be dedicated to specialized training requests on a first come, first serve basis as approved by the Fire Chief.

Section 5: Effective in the fiscal year beginning July 1, 2002 the Town will reimburse up to five (5) employees for the cost of the Massachusetts State Certification exams. Effective in fiscal years after July 1, 2003 the Town will reimburse all employees for the cost of the Massachusetts State Certification exams.

Section 6: Within one year of hiring, the Chief will request for new employees a slot for attendance at the Massachusetts Fire Academy recruit training program.

ARTICLE 18

UNIFORM ALLOWANCE

Section 1: There shall be an annual clothing allowance in the following amounts:

<u>Privates</u>	<u>Officers</u>
\$425	\$450

All purchases under clothing allowance will be made by June 1st each year.

Section 2: The Town agrees to provide one dress uniform for each member. Said dress uniform will include clothing agreed upon by the Chief and the Union. It is the understanding of the parties that the cost of such dress uniform shall not exceed the amount of \$450 per uniform.

It is expressly agreed that the Town will be under no obligation to provide replacement or repair for any dress uniform lost, damaged or destroyed.

Section 3: The Town shall provide protective clothing for each member consisting of Helmet, Bunker Coat, Boots, Gloves, and Bunker Pants and shall replace such clothing as the Fire Chief determines it is needed.

Section 4: Clothing Purchases.

1. Each employee purchases his own clothing as listed in the contract.
2. One vendor; Ben's Uniforms, shall be used for normal uniform purchases. Other vendors may be used for specialized items if approved by the Fire Chief.
3. The Fire Chief will specify the style and model numbers.
4. Each employee will receive a Purchase Order slip with purchase order numbers.
5. The employee will order by Name and Purchase Order Number and keep track of his/her purchases and balance on the Purchase Order Slip so as not to exceed the allowance. Employee will submit payment for any amount that exceeds his allowance.
6. Employee is responsible for all shipping costs.

Section 5: Each member shall have a uniform consisting of the following items: White Uniform Shirt for Captains, Light Blue Uniform Shirt to be worn with Class A Uniform, Dark Blue Uniform Shirt for Firefighters while on Duty, Dark Blue Uniform Pants, Fire Department Jacket, Vest or Liner, Navy Blue Sweater, Jumpsuit, Fire Department Cap, Bell Dress Hat, Black Tie, Black Belt, Black High or Low Boots, Black Dress shoes, Badge, Uniform Socks, Underwear, Uniform Patches, Uniform Insignias. The Town agrees to provide uniform patches, five (5) patches per employee the first year of the agreement and three (3) patches per employee thereafter, as needed. The Town agrees to authorize the purchase of golf shirts with the Maynard Fire Department insignia as approved by the Chief, said purchase may be made from annual clothing allowance. Captains will continue to wear Blue Uniform Shirts when on duty.

ARTICLE 19

HEALTH AND WELFARE

Section 1: The Town agrees to provide Health and Welfare Plans including Blue Cross and Blue Shield (Blue Care Elect) or equivalent and the Group Life Insurance as provided under Chapter 32B of Massachusetts General Law, and the accidental death and dismemberment policies in effect on July 1, 1976. Upon request by the Town, the Union will meet to discuss alternatives to the Medical Insurance Plan. There will be no changes unless by mutual agreement.

Section 2: The Town shall pay 75% of the premium on Blue Cross, Blue Shield (Blue Care Elect) or equivalent and 50% of the premium on the Group Life Insurance. The Town will continue in effect the \$5,000 Life Insurance Coverage, which was in effect prior to June 30, 1978. When an employee has received any accidental, partial or total disability benefit under the existing V.F.B.A.P., he shall sign and turn over to the Town the portion of that benefit corresponding to any period for which he has received his regular wages and compensation.

The obligation to turn over benefits to the Town shall not apply to any other benefits paid by the V.F.B.A.P., including but not limited to, death, dismemberment and medical benefits.

Section 3: Those employees who are enrolled in the Town's health insurance program as of July 1, 2009 and for at least 12 consecutive months prior thereto, shall be eligible to exercise a buy-out option if they arrange to be covered by non-Town of Maynard health insurance. Employees opting out of Town of Maynard health insurance shall receive a premium payment equal to 25% of the total premium for the plan they previously subscribed to.

Employees who exercise this buy-out option and receive payments under this provision shall not be able to re-enroll in Town of Maynard health insurance programs during the life of this agreement, unless there is a "qualifying event". If an employee does re-enroll in Town of Maynard health insurance due to a qualifying event, his payment under this provision will be pro-rated.

Section 4: The Town, subject to conditions described in Massachusetts General Law, Chapter 41, Section 100, Paragraph 1, agrees to indemnify all employees for their reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses incurred as the natural and proximate result of an accident, or while undergoing a hazard peculiar to their employment, either of which occurs while acting in the performance and within the scope of their duty without fault of their own. The remedy for any contended breach of said provision shall be as specified in Massachusetts General Law, Chapter 41, Section 100, Paragraph 1.

Section 5: If the continuous duration of a fire or similar emergency exceeds four (4) hours and encompasses any of the following times: 6:00 A.M., 12:00 Noon, or 6:00 P.M., the Town shall furnish the employees with a \$8.00 meal allowance for each time encompassed.

Section 6: A voluntary physical fitness program may be instituted in the course of employment at the Fire Station by the Union, at no cost to the Town, and so long as participation in the program does not interfere in any way with the members regular duties.

The Union shall be responsible for obtaining all equipment necessary for such program, the selection of all the equipment being subject to the approval of the Chief. The amount and location of storage and facility space at the Station House shall be determined by the Chief and the operation of such program shall at all times be subject to the approval of the Chief. Participation in such program may be contingent upon presentation to the Chief, of a notice of physical fitness signed by a licensed physician.

Section 7: The Town agrees to provide, at the Town's expense, to all firefighting personnel, Hepatitis "B" Vaccination and/or any subsequent inoculations for life threatening communicable diseases.

Section 8: A Wellness Program, as mandated by the Town's acceptance of the Pension Reform Act by vote of Special Town Meeting on October 15, 1990 will be conducted. All Firefighters hired after January 1, 1988 must participate and adhere to said law. Wellness will be voluntary for all other

ARTICLE 20

STRIKE CLAUSE

Section 1: Massachusetts General Law, Chapter 150E, Section 9A Strikes Prohibited; Investigation: Enforcement proceedings.

- a. No public employee or employee organization shall engage in a strike, and public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such employees.
- b. Whenever a strike occurs or is about to occur, the employer shall petition the commission to make an investigation. If, after investigation, the commission determines that any provision of paragraph (a) of this section has been or is about to be violated, it shall immediately set requirement that must be complied with, including, but not limited to, instituting appropriate proceedings in the Superior Court for the county wherein such violation has occurred or is about to occur from enforcement of such requirements.

ARTICLE 21

JURY DUTY

Section 1: If an employee is called to jury duty, he shall receive an amount equal to the difference between his normal compensation and the amount (excluding travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.

ARTICLE 22

MILITARY LEAVE

Section 1: Military Leave shall be in accordance with Chapter 33, Section 59 of the Massachusetts General Laws, accepted by the Annual Town Meeting on March 4, 1968.

ARTICLE 23

LEAVES OF ABSENCE

Section 1: Leaves of absence may be granted to employees by the Fire Chief but shall be without compensation, for a reasonable period of time. The Town Policy on the FMLA is incorporated into the contract.

ARTICLE 24

RETIREMENT BENEFITS

Section 1: Retirement benefits shall be as provided and permitted for under Massachusetts General Laws, Chapter 32 (Contributory Retirement Law).

ARTICLE 25

EMERGENCY MEDICAL TECHNICIAN

Section 1: There shall be an annual premium for all certified Emergency Medical Technicians. The premium will be paid in one lump sum on the first payday in December. The premium shall not be considered part of the base wage rate. The premium shall be as follows:

Effective July 1, 2012	-----	\$3,150
Effective July 1, 2013	-----	\$3,150
Effective July 1, 2014	-----	\$3,150

Effective with the date of this contract, EMT stipends will be included in base pay, but not for purposes of overtime pay calculations.

Section 2: The Town shall compensate all employees, at a rate provided for in this agreement, for all time expended by said employees in EMT Training, Certification and Re-certification, that have been assigned by the Fire Chief. The Town shall, in addition, either pay or reimburse the said assigned employees for all reasonable expenses incurred from EMT Training Certification and/or Re-certification.

ARTICLE 26

NON-DISCRIMINATION

Section 1: There shall be no discrimination by the Town because of an employee's race, creed, color, national origin, sex, age or association activities

ARTICLE 27

MATERNITY LEAVE

Section 1: Maternity Leave shall be in compliance with Massachusetts General Laws Chapter 149, Section 105D.

ARTICLE 28

PRIVATE DETAILS

Section 1: A private detail is work performed by a firefighter requested and paid for by a party other than an agency (including the school department) of the Town of Maynard. Private details shall be compensated at the employee's overtime rate with a four (4) hour minimum. . The following details will be considered private details:

1. Road Races
2. Sporting Events
3. Corporate Demonstrations, Parties and other Events
4. Fireworks Details
5. Blasting Details
6. Stand-by while Welding and Cutting
7. EMT Coverage for Sporting Events
8. Haunted House Details
9. Circus, Carnival or other Amusement Events

ARTICLE 29

DURATION

The duration of this agreement shall be from July 1, 2012 through June 30, 2015. If no agreement has been reached on the date this agreement expires, the terms and conditions of this agreement shall be extended until such negotiations have been completed and a new agreement takes effect.

Date September 4, 2012

Town of Maynard

Town Administrator

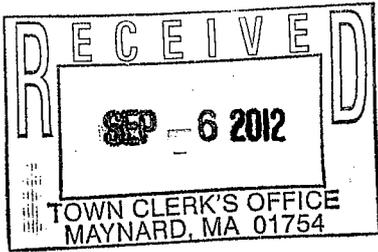
Board of Selectmen

David D. [Signature]
[Signature]
[Signature]

Maynard Permanent Firefighters
Association Local 1947, I.A.F.F.

[Signature]
[Signature]
[Signature]

Attest: Michelle L. Sokolowski
Michelle L. Sokolowski, Town Clerk



ADDENDUM "A"

SICK POLICY

This policy is adopted by the Town as a means of solving sick leave problems within the terms of the current collective bargaining agreement.

1. **Detection of a problem:** The Chief will monitor sick leave patterns and watch for pattern absences such as, but not limited to, weekends, extensions of vacation, always the same day. In those cases where abuse is obvious (for example, where by employee is caught working another job immediately after calling in sick), the Chief may exercise all his right to warn, suspend or discharge depending on the gravity of the offense or to deny pay for the period claimed as sick or injured leave.
2. **Non-disciplinary notice:** In those instances where the Fire Chief perceives that an employee is abusing sick or injury leave, the Chief may give the employee a written non-disciplinary notice. That is a written statement telling the employee the department perceives a problem, is concerned, and will be paying close attention to the employee's attendance. The notice is not grievable. The notice will state that it is not disciplinary and that will not be used in any disciplinary proceeding. It will also state clearly the nature of the pattern or problem. The Union will be notified of the issuance of the non-disciplinary notice.
3. **Meeting:** If the Chief perceives that the employee is continuing to abuse sick or injury leave, the department may ask the employee to participate in a meeting. The Union will be notified of the meeting in advance. The employee will have the right to a Union Representative at such a meeting. The meeting would consist of stating the problem, asking the employee for his response, and arriving at an agreed upon plan for correction. Such a plan might involve an alcohol rehabilitation clinic or merely a commitment for the employee to try harder. It could also include notice that the department will require a doctor's statement on any subsequent illness. It could include a verbal disciplinary warning. If after receiving a non-disciplinary notice and participating in a meeting, the employee continues to abuse sick and injury leave, the Chief has the right to exercise any and all appropriate disciplinary action.

ADDENDUM "B"

MAYNARD FIRE DEPARTMENT

JOB DESCRIPTION – CAPTAIN

Under the direct supervision of the Fire Chief, work as an Officer and Member of the firefighting forces of the Maynard Fire Department in preventing and extinguishing fires, providing Emergency Medical Services, and supervising the firefighters and call firefighters in their assigned duties as required by the Maynard Fire Department Rules & Regulations, Standard Operating Procedures and Special Orders; perform related work as assigned.

Duties:

To respond to all emergencies which may require the services of the Maynard Fire Department with the first objective being prevention of personal injury or loss of life. These tasks are usually performed under adverse conditions with decisions being made under tension and pressure when life and property may be at stake.

If the emergency is a fire, direct an initial attack with every effort to prevent loss of life or injuries, to confine and extinguish the fire, prevent any further damage to the building and contents, and secure from any unauthorized entry. If the call is for a medical emergency, provide the best possible care for the patient until the mission is completed.

The Captain shall perform all the duties listed in the Rules & Regulations of the Maynard Fire Department in Section 10 – Permanent Captains, which are listed below:

SECTION 10 – PERMANENT CAPTAINS

- 10.01** The word captain as used in Section 10 of these Rules & Regulations shall mean Permanent Captain.
- 10.02** The Captain shall be in charge of the Fire Station and all members working under him. He shall be responsible for the conduct of the members and shall see that they perform all duties assigned to them by these Rules & Regulations and by the Chief of the Department.
- 10.03** The Captain shall assign a desk watch from 08:00 hours until 22:00 hours. He shall see that the desk watch is covered at all times between the hours set forth above with the following exception:
 - A.** When in the opinion of the Officer in charge, the presence of the member performing the disk watch is required elsewhere in the station.
- 10.04** The first off-duty captain to arrive at the station after an alarm is sounded shall assume command of the station and detail three (3) other members, not counting the

Desk Man, to stay at the station. The remaining members at the station shall be sent to the fire or incident. This does not preclude the response of a full alarm assignment.

- 10.05 If there is more than one Captain at the scene of the fire or other emergency, the Captain on duty shall be in charge until relieved by the Chief.
- 10.06 Unless otherwise directed by the Chief, the Captain on duty shall be the Acting Chief and assume all the duties of the Chief when the Chief is unavailable.
- 10.07 The Captain on duty shall receive all complaints by any firefighter. If he can solve same he shall do so and submit a report in writing to the Chief. If he is unable to resolve any complaint, he shall refer it to the Chief in writing for any action the Chief may deem necessary.
- 10.08 The Captain shall have control and direction of all members assigned or detailed to his command. He shall be held responsible for the upkeep and protection of all Department property in or assigned to the Fire Station of which he is in charge. He shall be responsible for the strict enforcement of every order, rule or regulation which applies to members under his command.
- 10.09 The Captain shall, at the beginning of each tour of duty, assure himself by personal inspection that all members are fit and ready for duty. He shall read to the shift all new General and Special Orders and any other communications and record the name of each member that has been notified of said orders.
- 10.10 The Captain shall see that all shifts have sufficient manpower during his tour of duty.
- 10.11 The Captain shall submit an ALARM REPORT for each alarm that is responded to during his tour of duty. He shall also complete and submit a Massachusetts Fire Incident Report (Form FP-32) for every fire incident that there is a dollar loss. If a vehicle fire was caused by arson or is of a suspicious nature, he shall complete and submit the appropriate state form.
- 10.12 Whenever notified by a member of a violation of any rule or regulation, the Captain on duty shall immediately investigate and if conditions require, relieve such member from duty.
- 10.13 Captains shall include all pertinent information in connection with or incidental to fire duty, in the report of operations at fires. All other matters will be the subject of a special report.
- 10.14 Captains shall have skid chains applied to tires of apparatus, so equipped, when conditions require, or when ordered to do so by the Chief.
- 10.15 Captains shall see that their men are correctly uniformed and are of neat appearance.
- 10.16 Captains shall, when coming on duty, note all entries made in the Desk Log and the Captains Log during his absence and make certain that all pertinent matters have been attended to.
- 10.17 Captains shall note in the Desk Log the disablement or withdrawal of apparatus from service. In the case of the Ladder Truck being out of service, he shall arrange for a covering Ladder Company from a neighboring town. He shall complete and sign a Maintenance/Repair Card when applicable.
- 10.18 The Captains shall have posted all general and special notices in the station at a convenient locations.

- 10.19** Captains shall, whenever work has begun on Department property, equipment or in the Station by any private contractor, immediately make entry in the Desk Log stating the time the work was started. An entry shall also be made when the work is completed.
- 10.20** The Captain on duty shall see that the Desk Log is properly kept and that it records all the events of each day, and all matters called for in these Rules & Regulations.
- 10.21** Captains shall arrange a schedule for house drills for members on duty as directed by the Training Officer or Chief of the Department. The Captain on duty during drill night for the Call Department members shall direct the training session as posted in the Captains Room.
- 10.22** The Captain on duty shall keep a Daily Journal which records all work performed during his shift as well as inspections, details and other important matters that occur during his tour of duty. The journal shall be kept at the Captain's Desk and will be referred to by Captains coming on duty.
- 10.23** Captains shall communicate, either up or down the chain of command as a appropriate, information pertinent to both fire operations and administrative matters.

ADDENDUM "C"

MAYNARD FIRE DEPARTMENT

FIREFIGHTER JOB DESCRIPTION

Under immediate supervision, work as a member of the firefighting forces of the Town of Maynard in the prevention and extinguishing of fires, providing emergency medical services, the operation, care and maintenance of fire apparatus, equipment and quarters; perform related work as assigned.

Duties:

To respond to all emergencies which may require the services of the fire department with the first objective being prevention of personal injury or loss of life. These tasks are usually performed under adverse conditions with decisions being made under tension and pressure when life and property may be at stake. Firefighting requires strength and agility. Lifting of heavy equipment such as generators and hydraulic rescue power units; carrying and raising ladders; carrying and advancing hose lines into burning buildings and up over ladders; rescuing people from burning buildings by carrying them down stairs or over ladders; lifting and carrying emergency medical patients on a stretcher is required.

If the emergency is a fire, an initial attack must be made and the fire confined and extinguished causing the least possible damage through the use of water and by protecting the contents of the building from excessive damage with the proper use of salvage covers which is followed up by cleaning up of water and debris and patching up holes in the roof and securing the building to prevent any unauthorized entry or injury to persons passing nearby.

TYPES OF EMERGENCIES WHICH THE FIRE DEPARTMENT RESPONDS TO:

- Building Fires
- Rubbish and Brush Fires
- Appliance Fires
- Medical Emergencies
- Vehicle Fires and Accidents
- Flammable Liquid Fires and Spills
- Bomb Incidents
- Rescue Calls (persons trapped, water rescue, lost persons)
- Hazardous Materials Incidents
- Wires Down In Street
- Mutual Aid to Other Towns
- Smoke Investigations

TYPES OF NON-EMERGENCY CALLS RESPONDED TO:

Assist Disabled Persons
Lock-Outs and Lock-Ins
Deodorizing Buildings of Smoke Odors
Replacing Flag Pole Ropes
Burning Complaints
Stand-By Details
Trees Down Blocking Streets
Mercantile Inspections

DUTIES AT THE SCENE OF EMERGENCIES:

- A. Drive all fire apparatus.
- B. Use of the following units: (operate)
 - 1. Pumps from draft and hydrants, portable pumps.
 - 2. Aerial Ladder.
 - 3. Generators.
 - 4. Rescue Equipment (Hydraulic Rescue Tools, etc.).
 - 5. Boat
- C. Proper Use of the following equipment:
 - 1. Self-Contained Breathing Apparatus.
 - 2. Smoke Ejectors.
 - 3. Ladders.
 - 4. Forcible Entry Tools.
 - 5. Gas Detector.
 - 6. Water Vacuums.
 - 7. Salvage Covers, Mops and Squeegees.
 - 8. Various Tools and Appliances.
 - 9. Portable Lighting Equipment
 - 10. Various Size Hose Lines For:
 - a. Fire Attack.
 - b. Ladder Pipe and Deluge Guns.
 - c. Foam At Flammable Liquids Fires.
 - 11. First Aid Equipment.
 - 12. Use of Ropes For Rescues and Hauling Equipment.

DUTIES AFTER A FIRE OR E.M.S. CALL:

- A. Check All Apparatus (fuel, oil, coolant, tank water).
- B. Check and Replace All Equipment (repair/replace as needed).
- C. Repack All Hose Beds (hang used hose to dry).
- D. Check, Clean and Restock Ambulance.

HOUSE DUTIES:

A. Desk Watch.

1. Receive alarms and notify personnel to respond.
2. Log Telephone Calls and vendors working in building.
3. Maintain Fire Log.
4. Receive all visitors.
5. Issue Burning Permits.

B. Equipment.

1. Regular Check of All Equipment.
2. Clean and Maintain In Proper Condition.
3. Recharge Fire Department Ansul Extinguishers.
4. Clean and repair Ladders.
5. Repack Hose Beds On Apparatus Periodically.\

C. Housekeeping.

1. Sweep All Floors and Dust Daily.
2. Wash and Wax Floors Weekly.
3. Wash Windows Weekly.
4. Exterior Policing Of Station.
5. Interior Painting Of Station.
6. Maintain Lawn and Shrubs.
7. Shovel Snow In Winter.
8. Wash Painted Surfaces As Needed.
9. Minor Electrical Repairs.
10. Minor Carpentry Repairs.

D. Apparatus Maintenance.

1. Weekly Apparatus Check Every Tuesday.
2. Greasing.
3. Cooling System Maintenance.
4. Battery Maintenance.
5. Minor Electrical Repairs.
6. Install New Equipment and Appliances.
7. Cleaning and Polishing.
8. Minor Pump and Pump Valve Repairs.
9. Maintain Records Of All Work Performed.

E. Hydrant Maintenance.

1. Annual Maintenance Includes:
 - a. Check For Proper Operation.
 - b. Lubrication.
 - c. Trim Grass.
 - d. Paint As Needed.
 - e. Flow Test As Needed.
 - f. Maintain Record Of Each Hydrant.

F. Hose Testing.

1. Annual Pressure Test Of All Hose.
2. Maintain Record On Each Length Of Hose.

G. Fire Alarm Maintenance.

1. Check Panel, Meters & Batteries Beginning Each Shift.
2. Repair Breaks In Wires.
3. Install New Lines and Boxes.
4. Schedule Testing & Maintenance Of All Alarm Boxes.
5. Schedule Testing Of School Alarms and Fire Drills.
6. Change Over Wires When New Poles Are Installed.
7. Maintain Records Off All Fire Alarm Work.

H. Fire Prevention

1. Issue Permits.
2. Inspect Property When Requested.
3. Regular Inspections of Mercantile Property.
4. Explain Firefighting and Emergency Life Saving To Boy Scouts, Girl Scouts & School Children As Requested.
5. Conduct Fire Education Programs In The Schools.
6. Enforce Requirements of MGL Chapter 148 and CMR's.
7. Maintain Records Of All Fire Prevention Work.

I. Training.

1. Daily Training By On-Duty Shifts.
2. Study Available Books, Bulletins, Manuals and Pamphlets On All Pases Of Firefighting & E.M.S.
3. Attend Training Courses In Firefighting and Related Subjects When Assigned By The Fire Chief.

4. At Own Discretion, Attend Courses At Community Colleges For College Credits In Fire Science on Off-Duty Time.
5. Participate In Ongoing Continuing Educational Programs To Maintain EMT Certification.

J. Tour Of Duty.

1. The Regular Tour Of Duty Averages 42 Hours/Week.
2. In The Event Of An Alarm When Off-Duty, Permanent Members Shall Respond To the Station For Compensation. Overtime Is Required.

K. Firefighter/EMT

1. Firefighter/EMT's Shall Perform All Aspects of Emergency Patient Care Up To The EMT-Enhanced Level, Depending On The Individual's Certification.
- ~~2. Duties Include Rescue, and Patient Care Under Emergent and Dangerous Condition, Operation of All Equipment Carried On Our Ambulance and Apparatus and Operation of A Class I Ambulance Vehicle.~~