

AGREEMENT BETWEEN

**TOWN OF HOPEDALE**  
BOARD OF SELECTMEN

AND

**HOPEDALE PERMANENT  
FIREFIGHTERS ASSOCIATION**  
PROFESSIONAL FIREFIGHTERS OF MASSACHUSETTS  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 2225

JULY 1, 2014 – JUNE 30, 2017  
Revised as of 04/08/2014

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## **ARTICLE 1 – RECOGNITION**

The town of Hopedale recognizes the Hopedale Permanent Firefighters Association Local 2225, Professional Firefighters Association and International Association of Firefighters as the sole and exclusive bargaining agent for all permanent firefighters of the Town of Hopedale Fire Department for the purpose of collective bargaining related to wages, salaries, hours and working conditions. The rights of the Town of Hopedale and the Permanent firefighters shall be respected and the provisions of this agreement shall be observed for the orderly settlement of all questions.

## **ARTICLE 2 – UNION SECURITY**

The Town agrees not to discharge or discriminate in any way against any Permanent Firefighter/EMT for union membership or activities. The Town agrees to seek and provide all funds necessary to maintain this contract and the Fire Department personnel currently employed by the Town.

## **ARTICLE 3 – AGENCY SHOP**

All employees will not be required to join the Union as a condition of employment, but will be required to pay a monthly service charge and any assessments to Local 2225, the same as paid by Union members.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Nothing in this agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Board of Selectmen or the Fire Chief/Deputy Fire Chief as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Laws of the United States, the bylaws of the Town of Hopedale, or any law or written order pertinent thereto.

Except as expressly provided otherwise by the terms of this agreement, the determination and administration of policy, the operation of the Fire Department and the direction of the firefighters are vested exclusively in the Board of Selectmen and the Fire Chief/Deputy Fire Chief.

Management shall include the Board of Selectmen and the Fire Chief/Deputy Fire Chief. No member of management shall be a member of the Hopedale Permanent Firefighters Association Local 2225, PFFM/IAFF.

## ARTICLE 5 – WAGES

### SECTION 1: RANKS & PAY RATE

- *Recruit Firefighter/EMT or Recruit Firefighter/Paramedic* – for non-academy graduate hires – for the period of 0 to 1 year.
- *Firefighter/EMT or Firefighter/Paramedic* – academy graduate or 2 years longevity – for the period of 1+ to 3 years. (An academy graduate can be hired at this level.)
- *Senior Firefighter/EMT or Senior Firefighter/Paramedic* – for the period of 3+ years.
- *Officer in Charge Pay* – The senior firefighter on duty shall be receive a stipend per shift as a line item in his/her weekly pay as follows: \$40.00 per 10 hour Day Shift, \$56.00 per 14 hour night shift. This shall only be in effect for non-business hours or when the chief is unavailable during business hours.

The contract term will be three years. The new rates will be increased as follows: 7/1/14 to 6/30/15: +1.5% 7/1/15 to 6/30/16: +1.5% 7/1/16 to 6/30/17: +1.5%. The table details rates for the contract.

	Recruit Firefighter	Firefighter	Senior Firefighter
FY14 Hourly Rate	\$20.08	\$20.79	\$23.67
FY14 Overtime Rate	\$30.12	\$31.19	\$35.51
FY14 Weekly Rate*	\$843.36	\$873.18	\$994.14
FY14 Holiday Rate**	\$168.67	\$174.64	\$198.83
FY15 Hourly Rate	\$20.38	\$21.10	\$24.03
FY15 Overtime Rate	\$30.57	\$31.65	\$36.05
FY15 Weekly Rate*	\$855.96	\$886.20	\$1,009.26
FY15 Holiday Rate**	\$171.19	\$177.24	\$201.85
FY16 Hourly Rate	\$20.69	\$21.42	\$24.39
FY16 Overtime Rate	\$31.04	\$32.13	\$36.59
FY16 Weekly Rate*	\$868.98	\$899.64	\$1,024.38
FY16 Holiday Rate**	\$173.80	\$179.93	\$204.88

\*Weekly rate is calculated for 42.0 hours for permanent personnel.

\*\*Holiday pay for days specified in Article 12 for these personnel is based upon 1/5 of a week's pay, except for Memorial Day, Fourth of July, Thanksgiving and Christmas.

### SECTION 2: DETAILS

1. Private duty not from Town funds will be paid at \$50.00 per hour with a minimum of four hours compensation. It is agreed that compensation will not be received until the town receives payment from the vendor or 90 days have passed, whichever timeframe is the lesser.
2. Private duty from Town funds will be paid at time and one-half with a minimum of one hour compensation.

### **SECTION 3: PAYROLL**

1. The union agrees to paperless paystubs if all other Collective Bargaining Units agree.
2. The union agrees to weekly payroll and direct deposit if all other Collective Bargaining Units agree and the Town obtains sufficient funding.
3. Should the Town be unable to obtain sufficient funding, the Union agrees to remain with biweekly payroll.

### **SECTION 4: STIPENDS, ADDITIONAL COMPENSATORY DUTIES, AND EDUCATIONAL INCENTIVES**

1. Stipends
  - a. EMT and Paramedic Stipends
    - i. EMT/Basics shall be paid a stipend of \$2,000.00 annually. An interim stipend of \$1,000.00 (PRORATED FY14) will be paid until Hopedale has full ALS certification.
    - ii. Paramedics shall be paid a stipend of \$6,000.00 annually. An interim stipend of \$4,500.00 (PRORATE FY14) will be paid until Hopedale has full ALS certification.
  - b. Individual Certification Stipends
    - i. Fire Prevention Officer – Basic: \$500.00
    - ii. Fire Alarm Technician: \$500.00
2. Special Positions Classifications
  - a. Fire Prevention Officer – \$2000.00
  - b. Fire Investigator – Shall be paid at the following rate depending on his/her level of certification.
    - i. Fire Investigator – Basic: \$750.00
    - ii. Fire Investigator – Advanced: \$1,000.00
  - c. Equipment Officer: \$1,000.00
  - d. Maintenance Officer: \$1,000.00
  - e. SAFE Officer: \$1,000.00
  - f. EMS Coordinator: \$3,500.00
3. Payment of all EMT/Paramedic Stipends, Individual Certification Stipends and Special Positions shall be completed annually in December. Such payment will be issued in a separate check from weekly payroll.

### **SECTION 5: EXTRA SHIFTS & CALL-BACKS**

Time and one-half shall be paid for all extra shifts and callbacks. Anyone returning for a call back shall be compensated at their call back rate for a minimum of two hours.

There will be no call back for “still alarms” which are defined as follows:

- First occurring ambulance calls occurring in Hopedale.
- Public assistance lockouts, lock-ins, well-being checks, life-line type activation, assistance in getting up from floor or ground (no injury reported).
- Reported cable, telephone, or fire alarm wires down or investigation of arcing wires on telephone poles, not to include live wires confirmed to be electrical on the ground creating an immediate public hazard.

- Carbon monoxide detector investigations, not to include reports of illness, injury or reported smoke conditions.
- Combustible or flammable liquid spills of less than three gallons occurring outside structures and believed to be away from ignition sources.
- Miscellaneous assistance to Hopedale Police Department to include assist with traffic or hazard involving a wild or domesticated animal.
- Minor fuel spills at motor vehicle collisions not already responded to by an ambulance or general recall alarm.
- Miscellaneous assistance to Highway, Water or Sewer Department to assist in opening or closing mains, flushing not more than one hydrant, delivering less than 500 gallons of water for use with equipment.

Any other duty not covered above-hours worked only. Note: Any similar situations not covered by the descriptions above shall be the topic of discussion and resolution between the Union and the Fire Chief.

#### **SECTION 6: FIRST RIGHT OF REFUSAL**

The Town agrees that first consideration will be given to all Permanent members when filling other special positions within the fire department whether compensated or not.

### **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

#### **SECTION 1:**

The hours of duty shall be assigned by the Fire Chief/Deputy Fire Chief. The regular work week for all employees covered by this agreement shall be 42.0 hours per week. The normal work shift shall be 8:00 AM to 8:00 PM (24 hours) on a rotating schedule. The rotating schedule will consist of 1 day on duty, 2 days off duty, 1 day on duty followed by 4 days off duty.\*

\* All overtime will be filled as 10 hour day shifts and 14 hour night shifts.

#### **SECTION 2:**

The full-time employees shall have preference on all overtime. The Fire Chief/Deputy Fire Chief, at his discretion, may or may not abide by the overtime call back list for extra details for Permanent members (provided that an attempt is made to contact all off duty permanent members) before any call firefighters or outside help is called.

#### **SECTION 3:**

Hours of work and Overtime: Extra shifts are to be paid at time and one-half rate. Time and one-half will be paid for vacation, personal days, sick days, Injured on Duty coverage, Administrative Leave, Bereavement, Military Leave, Fire Academy Coverage and Maternity Leave.

## **ARTICLE 7 – SHIFT COVERAGE AND RESPONSIBILITIES**

### **SECTION 1:**

When possible, the duty shift shall consist of a minimum of at least one permanent Firefighter/Paramedic and one permanent Firefighter/EMT with all shift compliments at the sole discretion of the Fire Chief/Deputy Fire Chief. For the purpose of determining compliance the Fire Chief shall not be considered as a Firefighter/Paramedic or Firefighter/EMT. The Deputy Chief shall have the option to fill any day shift Monday through Friday only, with overtime, or, to use himself as the 2<sup>nd</sup> Firefighter/EMT for that particular shift. No employee shall be allowed to work in excess of forty-eight (48) continuous hours within a minimum of a full shift intervening prior to beginning the next work period.

### **SECTION 2:**

Nothing in this article shall prohibit employees with the approval of the Fire Chief/Deputy Fire Chief from effecting a “swapping” of shifts or parts of shifts to comply with the requirements of Section 1 of this article for the benefits of the employee and the town.

### **SECTION 3:**

It is agreed that the senior permanent qualified Firefighter/EMT or Firefighter/Paramedic on duty shall be in command of the shift & incident scene until relieved by the Fire Chief/Deputy Fire Chief.

### **SECTION 4:**

Notwithstanding any other provisions of this article or the collective bargaining agreement, the Union agrees that the Fire Chief/Deputy Fire Chief may perform fire suppression, inspection, emergency medical or any other duties he/she deems appropriate.

## **ARTICLE 8 – EQUIPMENT**

### **SECTION 1:**

All firefighters shall be equipped with the following: two (2) pair of leather, structural firefighter boots, two (2) firefighting helmets, eye protection, two (2) pair of structural firefighting gloves, two (2) nomex hoods, two (2) bunker turnout coats and two (2) bunker turnout fire pants. All Structural Firefighting clothing shall be NFPA/OSHA compliant.

### **SECTION 2:**

Any and all changes in new and/or existing equipment approved by the Fire Chief/Deputy Fire Chief shall be paid by the Town of Hopedale.

### **SECTION 3:**

Clothing allowance will be \$1,250.00 per year for the duration of this contract.

### **SECTION 4:**

All items provided under this contract, excluding personal uniforms, clothing and work shoes, shall remain the property of the Town.

## **ARTICLE 9 – SICK LEAVE**

### **SECTION 1:**

Each full-time employee with one (1) year or more of service shall be entitled to one (1) day per month of sick leave, cumulative to one hundred forty (140) days commencing from the date of permanent employment.

Employees with less than one (1) year of service shall receive one (1) sick day for every three (3) months of service. Upon completion of twelve (12) months of service they will be credited with twelve (12) sick days.

Sick time shall be taken in 24 hour blocks; one, ten (10) hour day and one, fourteen (14) hour night.

### **SECTION 2:**

In the event an employee is injured while employed in work, other than for the Town of Hopedale, the town may exercise its discretion to withhold payment of wages of salary during periods of disability. The exercise of such discretion shall be done only in good faith and shall be consistent with past practice in this regard. Factors that the town should take into consideration with respect to exercising such discretion shall be as follows:

- Adequate medical evidence of illness or accident requiring prolonged absence from work.
- Propriety of use of sick leave by an employee.
- Length of service in the Town of Hopedale.
- The need of the employee his/her family for the maintenance of income.
- Any other issue deemed relative.

In the event an employee is paid sick leave for such disability and the employee recovers compensation from a third party, including a non-municipal employer, then the employee shall reimburse the town for such amounts recovered by him/her up to the amount received as sick leave pay from the Town of Hopedale or such other lesser amount as the Selectmen deem equitable.

### **SECTION 3:**

1. All permanent members may donate up to five (5) sick days per year to a "Sick Bank". Any permanent employee who will be out sick for an extended period of time may be eligible to utilize time in the "Sick Bank" once his/her personal sick time has been exhausted. Permanent members who have accrued the maximum number of sick days (140) may donate their additional accrued sick days to the bank.
2. A "Sick Bank" committee comprised of a member of Management and a representative of the Union to review on a case by case basis, individuals requesting to use time from the sick bank.
3. To be eligible to utilize time from the "Sick Bank", an employee must contribute time to the sick bank.



**SECTION 4:**

Any employee that is on "pay for time worked only" is not eligible for benefits under this article.

**ARTICLE 10 – FUNERAL LEAVE**

**SECTION 1:**

In the event of death of a member of the immediate family of an employee (spouse, child, step-child, parents, parents-in-law, grandparents, grandchildren, aunts, uncles, nieces or nephews) or of a member of an employee's immediate household, the Town will grant up to 3 days off, without loss of normal straight time compensation, for all schedule work shifts falling between the date of death up to the date of Internment.

**SECTION 2:**

More time in individual cases due to unusual circumstances or for deceased other than those listed above, shall be granted subject to the discretion of the Fire Chief/Deputy Fire Chief.

Funeral leave falling within an employee's paid vacation or sick leave will not be charged against such time.

**ARTICLE 11 – VACATION**

All members shall receive a yearly vacation with pay to be as follows:

- |   |                 |
|---|-----------------|
| • After one (1) year of permanent service       | Two (2) weeks   |
| • After five (5) years of permanent service     | Three (3) weeks |
| • After ten (10) years of permanent service     | Four (4) weeks  |
| • After fifteen (15) years of permanent service | Five (5) weeks  |

One week of vacation shall constitute one complete cycle of the work schedule (Forty-eight (48) in succession will be considered one (1) week). No employee shall be allowed to take more than two (2) consecutive weeks of vacation without prior approval of the Fire Chief/Deputy Fire Chief. Vacation time shall not accrue from one year to another following the execution of this agreement. Unused vacation time may be bought back by the Town at the employee's request at the end of the fiscal year, providing no more than three (3) sick days have been used during the fiscal year.

Vacation time shall be taken in 24 hour blocks; one, ten (10) hour day and one, fourteen (14) hour night.

## **ARTICLE 12 – HOLIDAY PROVISIONS**

### **SECTION 1: Holidays**

Effective July 1, 1991 employees shall receive additional compensation for each of the holidays listed below:

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

Such additional compensation shall be in the amount of 1/5 of the weekly base rate in existence at the time such holiday occurs.

\* Shall be paid utilizing Article 12, Section 2: Special Paid Holidays

### **SECTION 2: Special Paid Holidays**

If any employee covered by this agreement is required to work on Memorial Day, Independence Day, Thanksgiving and Christmas it is agreed to compensate said employees at time and one half of the employee's hourly rate of pay, as follows:

1. The employee must work the actual day of said holiday, commencing employment at 8:00 AM or 6:00PM on the day of the holiday.
2. The 8:00 AM employees shall be compensated for the ten (10) an hours at time and one half in lieu of the 1/5 of his/her weekly pay.
3. The 6:00 PM employees shall be compensated for the fourteen (14) hours at time and one-half in lieu of 1/5 of his/her weekly pay.

## **ARTICLE 13 – PERSONAL DAYS**

Each full-time firefighter covered by this agreement shall receive three (3) personal days off during each fiscal year (3, 10 hour days and 3, 14 hour nights). At least twenty-four (24) hours notice shall be given to the Fire Chief/Deputy Fire Chief and time off shall be granted subject to his/her approval. Personal days are non-cumulative: they do not carry over to the following fiscal year.

Personal days may be taken as follows, ten (10) hour day, fourteen (14) hour night or the full twenty-four (24) hour shift.

## **ARTICLE 14 – MILITARY LEAVE**

Any permanent Firefighter serving in any branch of the armed services (reserve or guard) shall be entitled to receive their straight rate for anytime missed due to Military requirements up to a maximum of thirty four (34) days per year. This time is to include two (2) days per month for "Monthly Drill" and two (2) weeks per year for "Active Duty Training". When possible, notice of orders will be given to the Fire Chief/Deputy Fire Chief two (2) weeks in advance and orders will be submitted when available.

The Town of Hopedale shall continue to provide all benefits afforded to the employee and his/her family while said employee is deployed.

While deployed, the employee shall be entitled to receive the difference between the base weekly salary received from the Town and the weekly salary from the military for the duration of his/her deployment.

### **ARTICLE 15 – MATERNITY LEAVE**

Any permanent Firefighter shall be entitled to receive maternity leave for the purpose of caring for his/her newborn child. Employees on maternity leave shall be compensated at their straight rate for up to three (3) days.

An employee may take up twelve (12) weeks of unpaid leave after having a newborn child per FMLA guidelines.

### **ARTICLE 16 – PROCEDURES ON “PAY FOR TIME WORKED”**

#### **SECTION 1: Probationary Employees**

Each absence of a probationary employee will be carefully analyzed. The absentee record is an important factor in determining whether a probationary employee would be allowed to become permanent. (Occasionally, an individual's record suddenly worsens directly following the probation period. In such cases, consideration should be given to warning the individual of possible discharge rather than more loss of sick pay.)

#### **SECTION 2: Permanent Employees**

##### **A. The Record**

Whether an employee should be called in for discussion of his/her poor absentee record will depend on a careful analysis of that record. Consideration should be given to such things as the number of absences, (frequency) total days lost exclusive of authorized absences, pattern of absences (past record, sudden changes, regularity, days of week out), length of period over which absenteeism has been considered excessive.

##### **B. First Interview Warning**

In the first meeting the employee should be told of the difficulties in running a department when an individual is frequently absent and also that the Town's sick pay policy was not designed for such excessive absenteeism. If the individual does want to see his/her doctor, he/she should be told that his/her absentee record must improve or he/she may be put on pay for time worked basis. A continuing poor record may mean the individual is not employable.

##### **C. Second Interview**

The absentee record will be checked every three (3) months and if there is no improvement in a three (3) to six (6) months after the warning, the department head should call in the employee and tell him/her that he/she is being put on a pay for time worked basis effective immediately. A letter will again be sent to the employee, with a copy to the Board of Selectmen.

##### **D. Follow Up**

**1. Failure to Improve**

The absentee record of an individual on a pay for time worked basis will be checked every three (3) to six (6) months and if no improvement is observed within one (1) year, discussion between the department head and the appointing board should be held to determine what action, if any, should be taken.

**2. Improvement**

If the employee's absentee record improves to the point where it is no longer considered excessive for a six (6) month period, then the department head may restore sick day benefits to the employee. When this is done, the department head should warn the employee that if his/her record again becomes poor, he/she will be put back on pay for time worked basis, subject to a review at the end of a one (1) year period. If sick pay benefits are restored as a result of this second interview and the employee's record is satisfactory for a future period of one (1) year, the warning will be removed from the employee's record and the employee will be given written notice of this action.

**3. Exceptions**

In cases of dramatic action on the part of the employee designed to eliminate his/her absentee problem, for example, by having corrective surgery completed, the employee may be restored sick pay benefits immediately. Other cases due to acute illness and surgery creating extreme hardship in deserving instances will be reviewed on an individual basis.

**SECTION 3: Definition of Paid for Time Worked**

An individual on a pay for time worked basis shall be paid only for those hours worked, except that he/she shall also be paid under the following circumstances as determined by the appropriate town policy, vacation, holiday, death in the family, and authorized absences.

**SECTION 4: General**

On occasion an employee may feel that the Town is questioning the legitimacy of his/her declared illnesses. This is not the case. The above procedure is based on excessive absenteeism, which is a matter of record. Therefore, this procedure will not cover an instance where an employee is known to have falsely claimed an absence due to illness, nor would it cover a situation where an employee failed to properly notify the Town of his/her absence.

**SECTION 5: Holiday Compensation**

If an employee is on pay for time worked basis, he/she shall receive holiday compensation only if he/she works that schedule shift prior to and subsequent to the holiday, unless the Town and Union are satisfied by the convincing evidence that such absence is justifiable.

**ARTICLE 17 – WORK RELATED INJURY AND INSURANCE**

**SECTION 1:**

When an employee is out as a direct result of a work related injury that has been documented by the Fire Chief/Deputy Fire Chief and has the proper accident and injury report on file, h/she shall be entitled to the provisions of Chapter 41, Section 111F, M.G.L.A, as amended.

## **SECTION 2:**

The Town of Hopedale agrees to provide the following schedule of insurance benefits to the members covered by this contract at no cost to the employee.

### Fire Accident Policy

Accidental Death: \$100,000.00

Medical Payment: \$50,000.00

(Blanket medical expenses, no deductible, 52-week benefit period including coverage for heart and circulatory disorder occurring in the line of duty.) Weekly indemnity shall be \$200.00 per work for one hundred four (104) weeks, provided payment of this weekly indemnity and the amounts required to be paid under GLc. 41, Section 111F Fire Responder law and Emergency Medical Technicians, (as per insurance policy). Total cost per year to be assumed by the Town.

## **SECTION 3:**

Any employee out of work as a result of a documented work related injury may receive benefits under GLc. 41, SECTION 111F or benefits from the Town's insurance policy, but not both.

## **SECTION 4:**

Eligible Firefighter/EMTs and/or Firefighter/Paramedics enrolled in the Town's group health insurance programs shall contribute to premiums paid as negotiated by the Public Employees Committee (PEC) and the town.

## **ARTICLE 18 – SENIORITY**

All members covered by this contract shall maintain full benefits and seniority, commencing from date of hire. Employees shall also maintain all benefits and rights as provided in Chapter 262 of the acts of 1984. Benefits shall include sick leave, vacations, insurance, and all other fringe benefits received by permanent employees of the Town of Hopedale. Seniority shall prevail for all members of the department with respect to days off, holidays and vacations.

## **ARTICLE 19 – HOME ALERT UNITS**

The Town shall agree to furnish each full-time member of the Fire Department with a home alert unit or a type specified by the Fire Chief/ Deputy Fire Chief. Each unit shall remain the property of the Town of Hopedale and each employee shall assume the responsibility for the proper care and safe return of the unit. The Town of Hopedale shall repair and replace, if necessary, said alerting units provided said repairs and/or replacements are due to normal usage by the employee.

## **ARTICLE 20 – JURY DUTY PROVISIONS**

### **SECTION 1:**

Full normal wages or salary will be eligible to said employees while absent from work for jury duty or for services as an expert witness for time served, but only for court cases involving no-personal issues, commencing with the first day of absence from work. Full normal wages or

salary will also be paid to eligible employees while absent from work to appear as witnesses in a court case or other legal processes to which the employees have to be required to attend by service of legal process.

## **SECTION 2:**

Employees drawn for jury duty, whose days of relief are other than Saturday and Sunday generally, should not be required to report for work on Saturday and/or Sunday. If however, because of sickness, vacation or other reasons it is impossible to operate, then such employee shall not refuse to report. Full normal wages for the provision means the employee's normal straight rate minus any compensation received from jury duty excluding travel allowances. At the discretion of the Fire Chief/ Deputy Fire Chief, employees working Sunday night may be relieved prior to the conclusion of the shift.

## **ARTICLE 21 – TRAINING**

### **SECTION 1:**

In order to keep employees properly trained, it is agreed to allow Firefighter/EMTs and Firefighter/Paramedics to attend Fire Science courses offered by recognized training centers without loss of pay, subject to the approval of the Fire Chief/Deputy Fire Chief, as well as in-house training seminars offered by the Department to its Call Firefighters. It is agreed that the Town will compensate, at a rate of time and on-half, each member of the Permanent Firefighter staff up to ten (10) hours of approved outside Fire Science training and ten (10) hours of in-house Call Firefighter Training per year as determined by the Fire Chief. Those Permanent Firefighters who complete ten (10) hours of approved outside Fire Science Training in a given year shall also become eligible to attend and be compensated for a total of ten (10) additional hours of approved outside or in-house Call Firefighter Training for that same year, as determined by the Fire Chief. Proof of attendance at any training attended for which compensation is sought under this section shall be presented at the time of the employee's request for compensation.

### **SECTION 2:**

It is agreed to pay tuition and books if a course is successfully completed. Said reimbursement shall take place after certification of course. Receipts shall be required for proof to the Town Accountant. Only four courses per year shall qualify for this provision. All courses must be related to any of the following categories/degree paths:

- Fire Science
- Emergency Medical Services
- Emergency Management
- Public Administration (pertaining to Fire/EMS)

Prior approval must be obtained from the Fire Chief/Deputy Fire Chief. Under no circumstances shall this section result in the payment of wages, either straight time or overtime, to other employees.



**SECTION 3:**

The town shall reimburse an employee one time, for tuition expenses, including books and testing fees to become certified as a Paramedic, provided said employee successfully obtains certification. The Town shall allocate up to 200 hours of shift coverage while obtaining this certification. The Town can seek reimbursement of the cost of the shift coverage if the employee fails to obtain Paramedic certification.

**ARTICLE 22 – CONDITIONS OF EMPLOYMENT****SECTION 1:**

Any full time employee of the Hopedale Fire Department hired to perform fire suppression duties shall be classified as a recruit until successful completion of the Massachusetts Fire Academy Full-Time Recruit Firefighter Training Program. Any new hires name shall be submitted to the Massachusetts Fire Academy for recruit training program within fifteen (15) months of their date of hire.

**SECTION 2:**

Any new hire's probationary status shall commence on the date of hire and shall continue for fifty-two (52) weeks, per civil service provisions.

**SECTION 3:**

Any Firefighter/EMT or Firefighter/Paramedic promoted or advanced within the department shall be on probation within said new grade for one (1) year from date of promotion. If said officer is disqualified for any reason, he/she shall return to previous position of Firefighter/EMT or Firefighter/Paramedic with no loss of seniority.

**ARTICLE 23 – MISCELLANEOUS****SECTION 1:**

The Town shall make available to each employee proper regular and timely vaccination against Hepatitis B, Tetanus/Pertussis, and an Annual Flu Shot. In addition, the town shall make available to each employee proper TB testing. The vaccination and testing shall be provided at Hopedale Fire Department. The Town will request Milford Hospital report to the Fire Department within one (1) hour after discovery, any time that a patient treated by employees has been found to have an infectious disease.

**SECTION 2:**

For the purpose of any death, disability or medical services claim under MGL Chapter 41, any contagious disease resulting in disability or death to a firefighter covered under this contract shall, if he/she has successfully passed a physical exam upon employment with Hopedale Fire Department which examination failed to reveal any evidence of such condition, be presumed to have been suffered in the line of duty: unless it is shown by a preponderance of evidence that non-service connect factors caused such incapacity. This shall apply to all contagious disease, which may in general result from any exposures to blood or any bodily fluids of the sick/deceased including all Hepatitis, Tuberculosis, HIV/AIDS, Meningitis or any other infection/contagious disease listed under the CDC's listing of Infectious/Contagious diseases.

**SECTION 3:**

The Town agrees to allow time off for one Union Executive Board Member per shift so that they may attend to Union business without loss of pay, as cited in M.G.G. Article 48, Section 57H.

**SECTION 4:**

The Town and Union agree to extend the residency requirement, pursuant to civil service regulations, to 30 miles from the town line for all full time members.

**ARTICLE 24 – NO STRIKE CLAUSE**

The association, on its own behalf and on behalf of the employees that it represents, hereby agrees and covenants that during the term of this agreement it will not authorize, approve, participate in, or in any way encourage any strike, work stoppage, slowdown, or withholding of services from the employer, the Town of Hopedale.

Nothing in the preceding paragraph shall authorize the association at the termination of this contract, to engage in or encourage any strike, work stoppage, slowdown or withholding of services from the employer, unless specifically provided by the law to do so.

**ARTICLE 25 – GRIEVANCE PROCEDURE****SECTION 1:**

A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this agreement or (2) an alleged violation of any provision of this agreement. A matter that is not specifically covered by any provision of the agreement may not be a subject of a grievance. The purpose of the procedure hereinafter set forth is to produce prompt and equitable solutions to those problems that may arise from the application and interpretation of this agreement.

**SECTION 2:****Step 1:**

A Union representative with the presence of the aggrieved employee shall discuss the grievance with the Fire Chief/ Deputy Fire Chief in an informal manner and all parties of interest shall attempt to resolve the grievance without further pursuit. Upon failure to resolve the grievance at this level, the Fire Chief/Deputy Fire Chief shall notify in writing the aggrieved party within three (3) days from the date he first encountered the grieving party.

**Step 2:**

If the grievance is not resolved at step one, or answered by the Fire Chief/Deputy Fire Chief within the time set above, the grievance shall be submitted to the Board of Selectmen in writing within five (5) days after the expiration of the three (3) days referred to in step one. The Board of Selectmen, or their designees, and the grievance committee of the association shall meet within ten (1) days after submission and shall attempt to settle the grievance. If the matter cannot be settled at step two, the Board of Selectmen, or their designee, shall give their written notice within seventy-two (72) hours after the meeting ends to all interested parties.



**Step 3:**

If the grievance is not satisfactorily adjusted at step two, or answered by the Board of Selectmen or their designees, either party within fifteen (15) days after meeting with said Board or designee, or within thirty days (30) days after submission to the Board at step two, whichever occurs last, the parties may select by mutual agreement, a person to act as an arbitrator in the dispute. If the parties fail to agree on the selection of an individual to act as an arbitrator either party may requested the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with their rules and procedures.

Expenses for the arbitrator's services shall be shared equally between the parties, except that each party shall sustain the expenses of preparing and presenting its own case, including witness fees.

**ARTICLE 26 – TERM OF CONTRACT****SECTION 1:**

This agreement shall remain in full force from the first full pay period of July 2014 to the last pay period in June 2017. This agreement can only be amended during the term of this contract by mutual agreement of both parties. Negotiations shall commence on or before January 15, 2017 with the Union submitting their proposal to the Board of Selectmen.

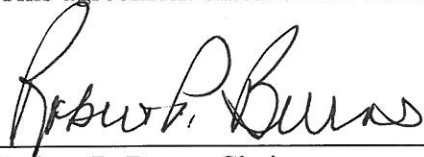
**SECTION 2:**

This agreement shall become effective July 1, 2014, and shall continue in effect until June 30, 2017. If negotiations are not completed prior to the expiration date, all terms and conditions of this agreement shall continue in force and effect until the date of execution of a successor agreement, compensation and benefits shall be provided retroactive to the start of the contract period following its approval by both parties and funding by the appropriating agency.

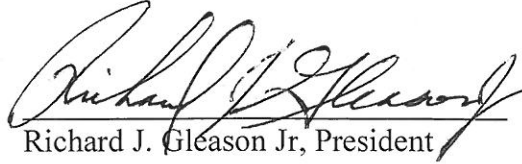
## ARTICLE 27 – JUST CAUSE

The employer may take disciplinary action, up to and including dismissal, against an employee, but no non-recruit employee will be demoted, suspended without pay or dismissed except for just cause.

This agreement entered into on April 22, 2014.



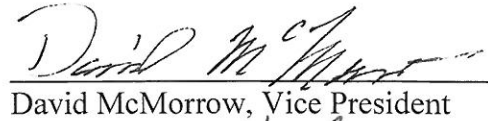
Robert P. Burns, Chair



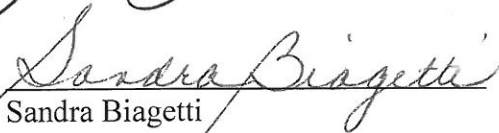
Richard J. Gleason Jr, President



Janet Jacaruso



David McMorro, Vice President



Sandra Biagetti



Brian D. Kelley, Secretary



# HOPEDALE PERMANENT FIREFIGHTERS

## IAFF/PFFM LOCAL 2225

40 Dutcher St, Hopedale MA 01747



Richard J. Gleason Jr.  
**President**

April 20, 2014

David McMorrow  
**Vice President**

**TO:** Hopedale Board of Selectmen  
Town Coordinator, Steve Sette

Brian D. Kelley  
**Secretary**

**FROM:** Local 2225

*Vacant*  
**Treasurer**


**RE:** Memorandum of Agreement, 24-Hour Shift Review

During contract negotiations on March 14, 2014 the Town of Hopedale stipulated in order to move forward with 24-Hour Shifts Local 2225 must agree to re-evaluate 24-Hour shifts prior to June 30, 2015.

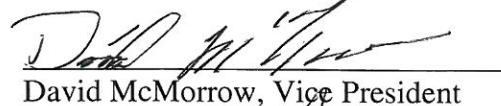
Hopedale Permanent Firefighters IAFF/PFFM Local 2225 agrees re-open Article 6 – “Hours of Work and Overtime” Section 1 – 24-Hour shifts (including sick time, vacation time and overtime expenditures) at and or about June 30, 2015 in the event that they are not cost effective for the town.

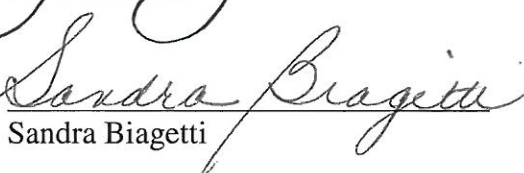
This agreement entered into on April 22, 2014.

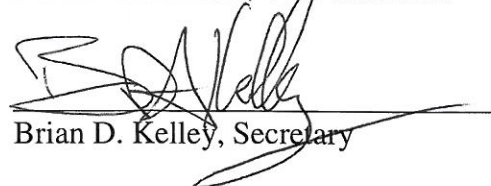
  
Robert P. Burns, Chair

  
Richard J. Gleason Jr, President

  
Janet Jacaruso

  
David McMorrow, Vice President

  
Sandra Biagetti

  
Brian D. Kelley, Secretary