NEW BUSINESS

9-15-14

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346
(508) 947-1212
Fax (508) 947-1009

Bruce D. Gates
Chief of Police

September 8, 2014

To: Chairman Allin J. Frawley
Board of Selectmen

From: Deborah A. Batista
Sergeant

I am the facilitator of the State E911 grants. I am in the process of requesting two grants, the FY15 Support and Incentive Grant and the FY15 Training Grant.

As Chairman of the Board of Selectman I am requesting your signature authorizing Lt Robert D Ferreira Jr and I as the signatory for both of the aforementioned grants.

Should you have any questions I may be reached via email deborah.batista@mpdmail.com or via cell phone 508-930-4742.

I thank you for your time and attention to this matter.

Respectfully,

Deborah A. Batista,
Sergeant

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Deborah A. Batista	Sergeant
Robert D. Ferreira Jr.	Lieutenant
Allin J. Frawley	Chairman, Board of Selectman

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date:
Signature

Title: Chairman, Board of Selectman Telephone: 508-946-2405

Fax: 508-946-0058 Email: selectmanFrawley@middleborough.com

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.3

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Allin J. Frawley

Title: Chairman, Board of Selectman

X_____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

3 This form is required for this grant program.

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_____, 20 _____.

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_____, 20 _____.

AFFIX CORPORATE SEAL

3 This form is required for this grant program.

STATE TAX FORM CL-1 REV. 10/93

61B

COMMONWEALTH OF MASSACHUSETTS
TOWN OF PLYMPTON

DUE BY OCTOBER 1st

FISCAL YEAR 2016

RECREATIONAL LAND CLASSIFICATION GENERAL LAWS CHAPTER 61B§3

INSTRUCTIONS: Complete all sections. Please print or type.

Charles Cristello, Town Manager — CONTACT PERSON

508-947-0928 — TELEPHONE #

1. **IDENTIFICATION** Complete this section fully.

Name of applicant(s) Town of Middleborough

Mailing address 10 Nickerson Ave, Middleborough, MA 02346

Property Covered by Application						
	Map & Lot	Location	Deed Book & Page	Total Acres	Acres to be Classified	Corrections
List Parcel Information for up to 5 lots to be classified	001.B-0002-0097.0	Soule Street	8431/269	25.00	25.00	

RECREATIONAL LAND may qualify based on its condition or recreational use.

2. Is the land retained in substantially a natural, wild or open condition? Yes ☐ No ☐
   Is the land in a landscaped condition? Yes ☐ No ☐
   Does the land allow to a significant extent the preservation of wildlife and other natural resources? Yes ☐ No ☐
   If yes, indicate which natural resources are preserved:
   Ground or Surface Water ☐ Clean Air ☐ Vegetation ☐
   Rare or Endangered species ☐ Geological Features ☐ Scenic Resources ☐
   High Quality Soils ☐ Other (Specify)_____

3. Is the land used primarily for recreational use? Yes ☐ No ☐
   If yes, indicate for which recreational activities the land is used
   Archery ☐ Boating ☐ Camping ☐ Fishing ☐ Golfing ☐
   Hang Gliding ☐ Hiking ☐ Horseback Riding ☐ Hunting ☐
   Nature Study and Observation ☐ Picnicking ☐ Private Non-Commercial Flying ☐
   Skiing ☐ Swimming ☐ Target Shooting ☐

How often is land used for recreational activities?
N/A

How many people use the land for those activities?
N/A

Is the land open to the general public? Yes ☐ No ☐
If no, to whom is its use restricted?

Is the land used for horse racing, dog racing or any sport normally undertaken in a stadium gymnasium or similar structure? Yes ☐ No ☐

4. **LESSEE CERTIFICATION.** If any portion of the property is leased, the following statement must be signed by each lessee. I hereby certify that the property I lease is being used as described in this application and that I intend to use the property in that manner during the period to which this application applies.

Lessee	Date

5. **SIGNATURE.** All owners must sign here to complete the application. This application has been prepared or examined by me. Under the pains and penalties of perjury, I declare that to the best of my knowledge and belief, it and all accompanying documents and statements are true, correct and complete.

I also certify that I have received a copy of the Property Owner's Acknowledgement of Rights and Obligations under the Classified Recreational Land Program as part of this application and that I have read and I understand it.

Owner	Date

*If signed by agent, attach copy of written authorization to sign on behalf of taxpayer

DISPOSITION OF APPLICATION (FOR ASSESSORS' USE ONLY)

	☐ ALL		DATE VOTED/DEEMED
☐ OWNERSHIP	☐ PART	GRANTED	DATE NOTICE SENT
☐ MINIMUM ACRES	☐ DEEMED		BOARD OF ASSESSORS
☐ USE/CONDITION			
	☐ ALL		
	☐ PART	DENIED	
	☐ DEEMED		
			DATE

STATE TAX FORM CL-1(61B)
(10/93)

THE COMMONWEALTH OF MASSACHUSETTS

PLYMPTON
NAME OF CITY OR TOWN

PROPERTY OWNER'S ACKNOWLEDGMENT OF RIGHTS AND OBLIGATIONS UNDER CLASSIFIED RECREATIONAL LAND PROGRAM

This Form Must Be Submitted As Part Of Your Application For Classification

Name of Applicant:

TOWN OF MIDDLEBOROUGH

Mailing Address:

10 NICKERSON AVE

MIDDLEBOROUGH, MA 02346

QUALIFICATIONS. I understand that property must consist of at least 5 contiguous acres of land under the same ownership and be used for certain recreational purposes and open to the public or members of a non-profit organization, or be maintained in a substantially natural, wild or open condition or a landscaped condition permitting the preservation of wildlife and natural resources, in order to qualify for and retain classification as recreational land under Massachusetts General Laws Chapter 61B. Recreational use includes land used primarily for one or more of the following outdoor activities, so long as they do not materially interfere with the environmental benefits of the land: hiking, camping, nature study and observation, boating, golfing, horseback riding, hunting, fishing, skiing, swimming, picnicking, private non-commercial flying, hang gliding, archery and target shooting. I understand that buildings and other structures located on the parcel, as well as any land on which a residence is located or regularly used for residential purposes, do not qualify for classification and will continue to be assessed a regular local property tax.

APPLICATIONS. I understand that for property to be classified as recreational land under Chapter 61B, I must submit a written application to the Board of Assessors of the city or town in which the land is located by **October 1 of the year before** the start of the fiscal year for which taxation as classified land is sought, **unless** the city or town is undergoing a revaluation for that fiscal year. In that case, the application deadline is extended until 30 days after the date the tax bills for that year are mailed. The assessors must approve or disapprove my application for classification within 3 months of the date I file it and, if they do not act within that time, the application will be considered disapproved. The assessors must notify me by certified mail whether my application has been approved or disapproved within 10 days of their decision. I understand that classification and taxation of the land as recreational land under Chapter 61B will begin on the **following** July 1, which is the start of the **next** fiscal year.

I also understand that I will have to file a **separate application by October 1** (or the extended deadline if applicable) **each year** for classification of the land to continue into the next fiscal year. **I further understand that the land cannot be classified as recreational land for a fiscal year if I do not comply with all application deadlines and procedures.**

LIEN. I understand that once my initial application for classification has been approved, the Board of Assessors will record a statement at the Registry of Deeds indicating that the land has been classified as recreational land under Chapter 61B. That statement will constitute a lien on the land for all taxes due under Chapter 61B.

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

FORM 1B A.M. SULKIN CO., BOSTON, MA

ANNUAL TAXATION. I understand that I must pay an annual property tax to the city or town in which the classified land is located. The tax will be equal to the commercial tax rate for the fiscal year applied to the value of the land for recreational purposes, rather than its fair market value as would be the case if the land were not classified. The value of the land for recreational purposes cannot exceed 25% of the fair market value of the land. The tax will be due in the same number of installments and at the same time as other local property tax payments are due in the city or town. Interest will be charged on any overdue taxes at the same rate applicable to other overdue local property taxes.

MUNICIPAL OPTION TO PURCHASE. I understand that the city or town has an option to purchase any classified land **whenever I plan to sell or convert it to a residential, commercial or industrial use** and I must notify by certified mail the mayor and city council or the selectmen, assessors, planning board and conservation commission of the city or town of my intention to sell or convert the land to those uses. If I plan to sell the land, the city or town has the right to match a bona fide offer to purchase it. If I plan to convert it, the city or town has the right to purchase it at its fair market value, which is to be determined by an impartial appraisal. The city or town may also assign its option to a non-profit, conservation organization. I understand that I may not sell or convert the land until at least 120 days have passed since the mailing of the required notices or until I have been notified in writing that the option will not be exercised, whichever is earlier.

This option is not available to the city or town and the notice requirement does not apply if the recreational use is simply discontinued, or I plan to build a residence for my use, or the use of my parent, grandparent, child, grandchild, brother or sister, the surviving spouse of any of those relatives, or an employee working full time in the recreational use of the land.

PENALTY TAX. I understand that I must pay one of two alternative penalty taxes **whenever any of the land is no longer maintained as open space or used for recreational purposes,** whether or not the land is subject to the purchase option and notice requirement. I must pay a roll-back tax for a 10 year period if the use of the land changes to a non-qualifying use. If the change in use occurs when the land is classified, the tax will be imposed for the current fiscal year and the 9 prior years. If the land is not classified at that time, the tax will be imposed for the 10 prior years. In either case, the tax will be the difference between the amount I would have paid in annual property taxes on the land if it had been taxed at its fair market value and the amount of taxes I paid on the land under Chapter 61B during the same time. However, I must pay the alternative conveyance tax instead if the land is sold for or converted to a non-qualifying use within 10 years of the beginning of the fiscal year it was first classified and the conveyance tax is greater than the roll-back tax that would be due. The conveyance tax will be equal to the conveyance tax rate applied to the sales price of the land, or if converted, to the fair market value of the land as determined by the assessors. The conveyance tax rate will be 10% if the land is sold or converted within the first 5 years of classification and 5% if sold or converted within the 6th through 10th year of classification.

APPEALS AND ABATEMENTS. I understand that I may contest decisions made by the Board of Assessors to disapprove all or part of my application for classification by applying for a modification of the decision. I may also contest my annual property tax or any penalty tax assessed under Chapter 61B by applying for an abatement. Applications to modify a decision or abate a tax must be made in writing and must be filed with the assessors within 60 days of the date I am notified of the decision or tax. If I disagree with the assessors' decision, or the assessors do not act on my application, I may appeal to the Appellate Tax Board within 30 days of the date I am notified of the assessors' decision, or 3 months from the date my application was filed, whichever is later. If the appeal concerns my annual property tax, I must have paid it to maintain the appeal. I further understand that the assessors cannot modify any decision or grant any abatement if I do not comply with all application deadlines and procedures.

I certify that I have examined this statement and that I will notify the Board of Assessors immediately in writing of any circumstances developing after this date which may cause a change in the use of the property from that described in my application for classification.

Owners	Date

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346
(508) 947-1212
Fax (508) 947-1009

Bruce D. Gates
Chief of Police

September 9, 2014

Board of Selectmen
Town Hall
Middleborough MA 02346

RE: Civil Service Access

Honorable Board,

As you are aware the Board is the appointing authority for civil service. As a result of Civil Service implementing the MACS computerized system in 2012, a letter from the Board will be needed allowing newly appointed Chief Joseph Perkins access.

The Board should vote to send a letter to civil service granting access to the MACS NEOGOV system to Chief Joseph Perkins.

Respectfully Submitted,

Bruce Gates,
Chief of Police

Agreement Between

The Town of Middleborough

and

Middleborough Professional Firefighters

I.A.F.F./P.F.F.M. LOCAL 3653

July 1, 2014 to June 30, 2015

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts entitled, "An Act Providing for the Election of Representative Bargaining Agent within Political Subdivision of the Commonwealth", this Agreement is made and entered into the _____ day of _____, 2014, by and between the Town of Middleborough and the **Middleborough Professional Firefighters/I.A.F.F./P.F.F.M. Local 3653.**

ARTICLE 1

Section 1. Recognition

The Town of Middleborough recognizes **Middleborough Professional Firefighters/I.A.F.F./P.F.F.M. Local 3653** as sole and exclusive bargaining agent for purposes of collective bargaining, with respect to rates of pay, wages, standards of productivity and performance, hours of employment or other conditions of employment, for all permanent fire fighters of the Town of Middleborough; excluding the Chief, Deputy Chief and call fire fighters.

Section 2. Association Security

The Town of Middleborough agrees not to discharge or discriminate in any way against employees covered in this agreement for Association membership or legally constituted activities.

Any matter covered in this agreement affecting the Town budget shall be subject to approval of Town Meeting action.

Section 3. Management's Rights

Except as limited by this agreement the Association recognizes and agrees that the Town shall have the right to take action it deems appropriate in the management of the

Fire Department and the direction of the work force. Without limiting the generalities of the foregoing, the Town shall have the right of scheduling of work to be performed, making work assignments, declaring an emergency situation to exist, discipline and efficiency of employees and the right to make and enforce reasonable rules and regulations for the safe, efficient and orderly operation of the Fire Department; provided any such action is not in violation of the contract or of law. For the purpose of the contract and all management decisions, the Chief's designee shall be the Deputy Chief.

Section 4. Emergency Negotiations

In the event an emergency or necessary meeting is scheduled unavoidably at a time when representatives of the Permanent Fire Fighters Association are on duty and are unable to leave, the meeting between the Selectmen or their representative will take place at the Central Fire Station.

Section 5. No Individual Agreement

The Employer agrees that it will not enter into any individual agreement with any employee covered by this agreement that would change or modify the terms of this agreement.

Section 6. Definitions

6.1 Shift shall refer to a ten-hour day shift or a fourteen-hour night shift for firefighter groups.

6.2 Group shall refer to the men who work together on a regular basis. Four groups comprise the permanent firefighting force of the Middleborough Fire Department.

Section 7. Agency Service Fee

The Board of Selectmen herewith adopts the provision of Chapter 150E, Section 9, as regarding an agency Service Fee, provided, however, that the Union shall comply with all regulations required by the Town Treasurer or other Accounting Personnel with authorizations and certifications as required by law.

Any present or future employee who is not a Union member, and who does not make application for membership, shall as a condition of employment, pay to the Union each month a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Town within thirty days after receipt of written notice to the Town from the Union.

The parties recognize that employees hired before January 1, 1998 may object to joining the Union or paying their fair share based on religious tenets or reasons of conscience. Any such employees shall in lieu of Union dues or agency service fee, pay an amount equal to the agency fee to a recognized charitable organization. The Union shall inform the employee of the amount of the yearly dues and payment of such amount may be done by payroll deduction, or by the employee providing proof to the Union by December 31 that payment has been made. Payment of this contribution shall be a condition of employment the same as is payment of the Agency Service Fee.

In consideration of the Town's entering into this Collective Bargaining Agreement, including this paragraph, the Union hereby agrees to indemnify the Town to hold it harmless from any and all claims, liabilities or costs of the Town which arise out of entering into or enforcement of these provisions or which arise out of the payroll deduction of these fees.

Section 8. Union Business

The local Union President shall receive 48 hours annually off to attend meetings held by the International Association of Firefighters and the Professional Firefighters of Massachusetts. Shall give one-week prior notice to the Chief. Time off shall be for the Union President's regular scheduled work time only.

ARTICLE 2

Section 1. Seniority

Seniority shall be determined by the date of the official permanent appointment, as established by the Fire Department Seniority List. Service for the purpose of establishing seniority will be continuous.

It is understood and agreed that seniority will be weighed in certain personnel actions as follows:

a. Seniority and rank will determine assignment to groups.

b. Seniority and rank will determine assignment to pieces of equipment, subject to a determination by the Chief or the Officer in Charge that the employee is able to operate the piece of equipment properly. Rank will have preference over Seniority for the assignment to pieces of equipment and time off.

c. Seniority will determine assignments to desk watches in accordance with the desires of the various groups added all discrepancies, within said group, shall be decided by the Chief and the Union Bargaining Committee.

d. Seniority will determine promotions to Fire Department positions, provided that the senior applicant passes a qualifying test for the position. The qualifying test will have the same format as was used in the 1981 promotion to Captain. Upon request the applicant shall review the test with the Chief after it has been completed and graded. Eligibility for the promotional test to Lieutenant shall be determined by seniority within the Department. Seniority shall be determined by the date of permanent appointment to the Department. Eligibility for the promotional test to Captain shall be determined by time in grade with the most senior Lieutenant to be the first eligible for testing. Time in grade shall be determined by date of permanent appointment to Lieutenant.

e. Seniority in selection of vacations and holidays is governed by Article 5, Sections 1 and 3 respectively.

Section 2. <u>Working out of Grade</u>

Members of the Fire Department through the rank of Captain, who are ordered to serve temporarily in a higher rank, shall be compensated retroactive to the first day served in the higher rank at the same rate established for the next higher rate, after accumulating sixteen (16) consecutive working days, at that rank.

The group lieutenant automatically assumes the role of officer in charge of his work group, without an order from the Chief, when a group Captain's absence or incapacity makes a Captain unavailable to serve as officer in charge.

A lieutenant is eligible for out of grade pay after the lieutenant works at least 16 (sixteen) consecutive 24 hour shifts ("16 consecutive shifts") as the officer in charge (in place of the group Captain) of the group. Once the string of consecutive shifts is broken, the lieutenant is not eligible for the out of grade pay again until the lieutenant works a new string of 16 (sixteen) consecutive shifts.

The out of grade pay is retroactive to the first of the 16 (sixteen) consecutive shifts worked. It is the difference between the claiming lieutenant's salary schedule salary (Article 8, section 1) plus night differential and the salary schedule salary plus night differential for a first step Captain.

ARTICLE 3

Section 1. Duties & Qualifications

The Fire Department policy contains the written job description and qualifications for Firefighter, Lieutenant and Captain dated July 1, 2004 as related to State and National Standards for Firefighter, Lieutenant and Captain, which follows. All fire fighters are expected to maintain a minimum level of proficiency on all fire fighting equipment and apparatus. Also, any other duties as may be assigned by the Fire Chief or the Fire Commissioners for the good of the public safety and for the benefit of the Town.

FIREFIGHTER JOB DESCRIPTION

A. INITIAL RESPONSE TO INCIDENTS:

- Tasks occurring between the receipt of an alarm and initial fire fighting or emergency scene activities.
- Dons protective turnout gear and equipment before and at emergency scenes.
- Proceeds to assigned apparatus upon receipt of call for service.
- Makes preliminary evaluation of incident based on alarm information received (e.g., alarm type, structure type, etc.)

B. WATCH DUTIES:

- Stands watch to receive incoming alarms and information, answer phones, and monitors access to the station house.
- Provides alarm communications to Officers and apparatus.
- Tests alarms and dispatch equipment.
- Notifies station personnel (over public address) of incoming alarms and required response (e.g., everybody goes, truck only, engine only, etc.)
- Receives notification of multiple alarms, radio box alarms, and other significant emergencies through the Fire Alarm Office.
- Records administrative and general information messages that come in over the radio and phone in the dispatch office.
- Answers department phones.
- Opens and closes fire house doors to allow apparatus to depart/return to the station.
- Fills out Permits and makes appointments for permits required by 527 CMR & MGLs.

C. DRIVING:

- Drives apparatus to and from and positions apparatus at, emergency scene.
- Drives apparatus safely to designated place.
- Selects most direct and expeditious route to alarm site.
- Maneuvers and positions apparatus at incident scene.
- Obtains knowledge of most direct and expeditious routes and studies them prior to incident response.
- Obtains knowledge of traffic laws and street conditions in order to operate the apparatus safely and expeditiously.
- Plans route and position based on anticipated actions (e.g., arrival routes) of other apparatus when driving to multiple alarm calls.

D. PUMP OPERATIONS:

- Connects or hooks up apparatus to fire hydrant and operates pumps to supply water in appropriate pressure and volume – using hydrant wrenches, couplings, hoses, spanner wrenches, and other tools.
- Engages pumps.
- Fills hose with water by hydrant pressure.
- Connects and lays feeder line to supply water to fire.
- Pumps sprinkler system and wet or dry standpipe systems.
- Connects suction hose between hydrant and engine.
- Monitors control panel (e.g., water temperature, oil pressure gauge, fuel gauge, hydrant pressure).
- Pumps pre-connect hose-line.
- Pumps master streams (e.g., aerial ladders).
- Hooks up to ladder pipe to supply water during aerial ladder operations.
- Notifies officer of any problems, which occur while pumping.
- Adjusts water pressure (by rule-of-thumb, according to pressure chart, and/or Rules and Regulations) in response to calls for more or less pressure.
- Pumps specialty nozzles (e.g., drive-in, cellar distributor).
- Implements cold weather procedures (e.g., tank circulation) when necessary.
- Maintains pressure by adjusting pressure relief valve or automatic pressure governor.
- Transfers from pressure stage to volume stage.
- Pumps booster lines.
- Opens and flushes hydrant to ensure it is functional.
- Shuts down pump when ordered to by officer.
- Checks hydrant for proper drainage.

E. HOSE (AND EXTINGUISER) OPERATIONS:

- Stretches line or uses extinguisher to deliver water, foam and other extinguishing agents to emergency scene.

- Operates nozzle at front of hose line and sprays water, foam or other agent onto fire or other hazard, or into involved structure, to extinguish, contain and/or control incident.
- Locates seat of fire or other hazard (e.g., gas leak) by observing, smelling or listening for smoke, sound, flames, gas, vapors, etc.
- Advances or assists in advancing hose to seat of fire or other hazard.
- Disconnects hose from bed and attaches to discharge gate.
- Determines type (size) and number of lengths of hose needed for operation.
- Connects to standpipe during high-rise incident command.
- Connects hose lines to nozzles.
- Uses extinguisher to extinguish, contain and/or control incident.
- Selects type of extinguisher (e.g., foam, dry-chemical, etc) needed for incident.
- Feeds hose line to other fire personnel.
- Determines proper nozzle and nozzle setting.
- Operates tip on tower ladder to apply water to structure on fire.
- Pull hose off hose bed.
- Flakes out or dekinks hose line prior to charging or during extinguishments to ensure proper operations.

F. MECHANICAL LADDER OPERATIONS:

- Stabilizes ladder trucks and elevates and operates aerial ladders and platforms in order to rescue victims, provides access for ventilation, operates master stream devices, etc.
- Climbs a mechanical ladder to perform search, rescue and other operations.
- Operates ladder from ground controls or from platform controls, while watching for power lines, trees and other overhead obstructions.
- Elevates, rotates and extends aerial or tower ladder for supported and unsupported operation, while watching for power lines, trees and other overhead obstructions.
- Stabilizes elevating apparatus using wheel chocks, stabilizing pads, stabilizing jacks and outriggers.

- Operates and directs ladder pipe to supply water during aerial ladder operations.

G. MANUAL LADDER OPERATIONS:

- Carries, raises, extends and climbs manual ladders to perform search, rescue and other operations.
- Extend manual (extension) ladders to reach victims.
- Climbs manual ladder to perform search, rescue, and other operations.
- Determines proper placement of manual ladder at scene.
- Determines manual ladder type and size needed at incident scene.
- Anchors and secures manual ladder (e.g., tying off) at scene.
- Raises and positions manual ladder at incident scene.
- Carries manual ladder from apparatus to incident scene.
- Returns manual ladder to apparatus.

H. FORCIBLE ENTRY:

- Pries open, cuts, or breaks down doors, or otherwise enters structures, vehicles, aircraft and other entrapments in order to search for and rescue victims and provide access to the emergency scene – using axes, halligan tools, etc.
- Gains entry into structures uses axes, sledgehammers, battering rams, halligan tool and other forcible entry tools.
- Cuts through surfaces using power saws and other power tools.
- Determines best location for forcible entry.
- Pries open doors in structures using pry bars, halligan tools, bolt cutters and other tools.
- Removes locks or hinges from doors using sledgehammers, battering rams, axes or other forcible entry tools.
- Breaks holes in wooden, brick and masonry walls using sledgehammers, battering rams, axes and other tools.

I. VENTILATION:

- Opens or breaks windows, chops or cuts holes in roofs, breaches walls or doors, and hangs fans in windows or doors to remove heat, smoke and/or gas from structures or entrapments.
- Determines best location for venting structure based on location of hazard and fire personnel, roof type, and building construction.
- Breaks windows and other points of entry using axes, ladders and other tools, to ventilate structure.
- Cuts open walls, roof and other structures to ventilate structure.
- Opens windows and other points of entry manually or by using pry bars, halligan tools, and other tools, to ventilate structure.
- Hang fans from ladders and in doors, windows, and holes in roofs or walls.
- Uses fans for positive pressure.

J. SEARCH:

- Searches assigned area in order to locate victims and to obtain further information about incident, following standard search procedures.
- Searches floor or area of fire, or other hazard, for conscious and unconscious victims, sweeping assigned search area with arms, legs or tools.
- Searches floors above and below fire, or other hazard, including stairwells and bulkheads, for inhabitants who need to be moved or rescued.
- Views perimeter of the building to determine if there are victims needing assistance at windows, on ledges, or who have jumped.
- Identifies hazardous conditions in course of search and informs others of the problem.
- Determines search procedure or strategy needed to accomplish objectives.
- Searches structures for seat of fire, or other hazard, and extension.

K. RESCUE:

- Assists, hoists, carries or drags victims from emergency area by means of interior access (stairs, hallways, etc.) or, if necessary, by ladders, fire escapes, platforms, or other means of escape-using rescue harnesses, ropes, etc.
- Rescues drowning victims using life-saving techniques.
- Conducts water rescues (i.e., river rescue, using boats) in accordance with established guidelines.
- Evacuates persons from incident scene due to risk of fire, explosion, and exposure to hazardous chemicals, etc.
- Moves heavy objects and obstructions in order to free or gain access to trapped victims or bodies, using air bags, chains and hoists, jacks, shoring materials, hurst tools and other hydraulic tools.
- Drags or carries victims from emergency scenes.
- Hoists or lowers victims or fire personnel using ropes, knots, and rescue harnesses.
- Pries, breaks or cuts structures, vehicles, and/or aircraft to free victims involved in accidents, cave-ins, collapsed buildings or other entrapments – using door openers, jaws, axes and other manual and mechanical equipment.
- Instructs a person on upper floors, as to appropriate actions (e.g., staying put, ascending to upper floors descending to lower floors via fire escapes, etc.)
- Digs to free victims trapped in tunnels, pipes, excavations, cave-ins or other entrapments using shovels, picks, spades and other equipment.
- Places victims onto stretchers, backboards, strokes, etc.

L. SALVAGE:

- Moves and covers furniture, appliances, merchandise and other property; covers holes in structures; stabilizes damaged structural components; and redirects or cleans up water in order to minimize damage – using plastic and canvas covers, etc.

- Tears down or shores up weak and dangerous structural components (e.g., floors, walls, roofs, overhangs and stairs) using hooks, axes, saws and other tools.
- Spreads salvage covers over property.
- Protects the integrity of the incident scene, while performing salvage operations, in case of suspected arson.
- Move furniture and other objects to protect from water and other damage.
- Removes water from floors using brooms, squeegees, mops, water chutes, catchalls and pumps.

M. OVERHAUL:

- Opens up walls and ceilings, cuts or pulls up floors and moves or turns over debris, in order to check for hidden fires which could rekindle or spread – using hooks, axes, saws and pitchforks.
- Opens ceilings, walls, etc., to expose hot spots and other hazardous conditions with axes, pike poles, etc.
- Searches for and extinguishes any hidden fires by looking, feeling or smelling for fire and smoke.
- Checks and searches open areas, walls, and open structures for fire extension.
- Removes and extinguishes burned or smoldering debris from buildings.
- Determines whether a smoke detector was present and functional.

N. CLEAN-UP/PICK UP:

- Picks up, cleans and returns equipment to vehicle or rolls or folds hose, so that the apparatus can go back in service.
- Controls and cleans up the Fire Department's medical waste products.
- Cleans and returns all tools, equipment, supplies and property in usable condition to appropriate apparatus/vehicles.
- Shuts down and drains lines at pumps.
- Determines that all hoses used during response to incident are present and accounted for.

- Cleans hoses using hose washers or brooms and brushes.
- Backs lines out of structures.
- Rolls and folds hoses after use and returns them to appropriate vehicle.
- Cleans the apparatus.

O. FIRST AID:

- Provides direct medical assistance to persons requiring emergency attention or assists others in providing medical assistance.
- Administers CPR if necessary
- Determines priority of emergency medical treatment for victims.
- Administers first aid other than CPR.
- Operates oxygen and other medical equipment.
- Assists EMS personnel in administering medical treatment.

P. EQUIPMENT MAINTENANCE:

- Checks, cleans and maintains personal gear and equipment to ensure proper and safe operation.
- Checks S.C.B.A. for proper operation and adequate air pressure.
- Checks medical equipment.
- Checks turnout gear for safety and structural integrity.
- Checks the condition of generators, blowers, lights, cords and fans.
- Checks and maintains power equipment.
- Places turnout gear on or near apparatus.
- Checks extension ladders.
- Checks hose on apparatus (proper bedding and amount).
- Checks and performs ordinary maintenance on other portable equipment (e.g., checks oil levels, greases, etc.).
- Cleans, reloads, and tests hoses.
- Inventories and performs regular maintenance on hand tools (e.g., paints, oils or stencils hand tools).

- Changes over equipment and supplies from one apparatus to another.
- Paints other equipment as needed.

Q. APPARATUS MAINTENANCE:

- Checks, cleans, and maintains apparatus to ensure proper and safe operation.
- Checks ability of engine to pump water.
- Checks engine pumper pressure.
- Checks the aerial ladder sections, outriggers.
- Reports to shift officer that apparatus any electrical or mechanical problems on apparatus and lists on station's board (Apparatus Repair), what problem is with apparatus.
- Performs normal daily apparatus check (e.g., oil, fuel, & water levels; proper pressure and lubrications; batteries; lights; sirens; brakes; tires; etc.).
- Performs normal weekly apparatus check (e.g., hydraulic fluid levels).
- Checks with apparatus operator coming off duty regarding condition of apparatus.

R. FACILITY MAINTENANCE:

- Checks, cleans, and maintains station facilities. This includes the performance, or assignment, of routing housekeeping chores.

S. INSPECTION OF BUILDINGS & FIRE PROTECTION DEVICES:

- Inspects buildings for fire prevention/hazardous materials code violations or hazards on a periodic basis or during the course of their activities. Inspects alarms, hydrants, sprinkler systems, etc.
- Recognizes code violations (e.g., blocked exits, improper storage of chemicals, etc.).
- Inspects buildings for code compliance.
- Conducts inspections of schools.
- Inspects buildings upon request of occupants/owners.

- Conducts on-site inspections of fire protection devices (e.g., hydrants, alarms sprinkler systems, etc.).

T. PRE-FIRE PLANNING:

- Reviews and prepares plans in order to provide information regarding hydrant locations, exposures, hazardous materials and other areas or situations of high risk.
- Conducts site surveys in district.
- Tours building in order to identify or verify the presence of an unusual fire hazard or situation.
- Recognizes a target hazard (e.g., a new high-rise or a building with hazardous materials) that may warrant the development of a pre-fire plan.
- Conducts familiarity inspections in district.
- Familiarizes self with layout of first and second alarm districts.

U. INVESTIGATIONS:

- Examines incident scene, conducts interviews, collects and preserves evidence, and reviews forms and reports to help determine the cause of a fire or other emergency.
- Responds to incidents of suspicious or undetermined origin.
- Observes fireground conditions to detect possible arson.

V. PUBLIC RELATIONS:

- Engages in activities, which have an impact on the department's image in the community. Such activities include providing information to the media, providing assistance and support to civilians seeking help or information, etc.
- Deals with distressed individuals at emergency scene.
- Meets civilians in the fire station, conducts tours and provides information.
- Makes public presentations and conducts demonstrations of apparatus and equipment on behalf of the Fire Department.

W. PUBLIC TRAINING & EDUCATION:

- Oversees, develops, conducts and/or evaluates fire prevention and other educational programs for members of the public.

X. AUDIO-VISUAL PRODUCTION:

- Operates audio-visual equipment and develops and produces audio-visual materials for internal use or for public broadcasting.

Y. PROFESSIONAL DEVELOPMENT:

- Participates in training drills and classes to enhance job-related skills and abilities. Read internal memos and bulletins to keep apprised of new developments in departmental operations and procedures.
- Maintains knowledge of chemicals and other hazardous materials.
- Maintains knowledge of building structures related to fire control.
- Attends specialized training sessions (e.g., CPR certifications, special schools, Foam, ICS, etc.).
- Attends routine training drills and sessions.
- Maintains knowledge of latest firefighting equipment and techniques.
- Attends "live-incident" training drills.
- Attends external seminars/workshops and college courses to be aware of current developments in the fire service.
- Observes training videotapes.
- Participates in external agencies and societies (e.g., NFPA).
- Receives training in superior's work activities.
- Reviews internal Massachusetts Fire Department bulletins, memos, etc., to remain aware of departmental updates.
- Read professional journals and publications (e.g., Fire Command) to be aware of current developments in the fire service.

Z. OTHER DUTIES:

- Carries hose, tools and equipment to and from emergency scenes.
- Operates generator to supply electricity to the emergency scene.
- Sets up electrical cords and lights.

FIRE LIEUTENANT JOB DESCRIPTION

A. INITIAL RESPONSE TO INCIDENTS:

- Tasks occurring between the receipt of an alarm and initial fire fighting or emergency scene.
- Dons protective turnout gear and equipment before and at emergency scenes.
- Proceeds to assigned apparatus upon receipt of call for service.
- Makes preliminary evaluation of incident based on alarm information received (e.g., alarm type, structure type, etc.).

B. WATCH DUTIES:

- Stands watch to receive incoming alarms and information, answers phones, and monitors access to the station house.
- Provides alarm communications to Officers and apparatus.
- Tests alarms and dispatch equipment.
- Notifies station personnel (over public address) of incoming alarms and required response (e.g., everybody goes, truck only, engine only, etc.).
- Receives notification of multiple alarms, radio box alarms, and other significant emergencies through the Fire Alarm Office.
- Records administrative and general information messages that come in over the radio dispatch.
- Answers department phones.
- Opens and closes fire house doors to allow apparatus to depart/return to the station.
- Fills out permits and makes appointments for permits required by 527 CMR & MGLs.

C. DRIVING:

- Drives apparatus to and from and positions apparatus at emergency scene.
- Drives apparatus safely to designated place.
- Selects most direct and expeditious route to alarm site.
- Maneuvers and positions apparatus at incident scene.
- Obtains knowledge of most direct and expeditious routes and studies them prior to incident response.
- Obtains knowledge of traffic laws and street conditions in order to operate the apparatus safely and expeditiously.
- Plans route and position based on anticipated actions (e.g., arrival routes) of other apparatus when driving to multiple alarms calls.

D. PUMP OPERATIONS:

- Connects or hooks up apparatus to fire hydrant and operates pumps to supply water in appropriate pressure and volume- using hydrant wrenches, couplings, hoses, spanner wrenches, and other tools.
- Engages pumps.
- Fills hose with water by hydrant pressure.
- Connects and lays feeder line to supply water to fire.
- Pumps sprinkler system and wet or dry standpipe systems.
- Connects suction hose between hydrant and engine.
- Monitors control panel (e.g., water temperature, oil pressure gauge, fuel gauge, hydrant pressure).
- Pumps pre-connect hose-line.
- Pumps master stream (e.g., aerial ladders).
- Hooks up to ladder pipe to supply water during aerial ladder operations.
- Notifies officer of any problems, which occur while pumping.
- Adjusts water pressure (by rule-of-thumb, according to pressure chart, and/or Rules and Regulations) in response to calls for more or less pressure.

- Pumps specialty nozzles (e.g., drive-in, cellar distributor).
- Implements cold weather procedures (e.g., tank circulation) when necessary.
- Maintains pressure by adjusting pressure relief valve or automatic pressure governor.
- Transfers from pressure stage to volume stage.
- Pumps booster lines.
- Opens and flushes hydrant to ensure it is functional.
- Shuts down pump when ordered to by officer.
- Checks hydrant for proper drainage.

E. HOSE (AND EXTINGUISER) OPERATIONS:

- Stretches line or uses extinguisher to deliver water, foam and other extinguishing agents to emergency scene.
- Operates nozzle at front of hose line and sprays water, foam or other agent onto fire or other hazard, or into involved structure, to extinguish, contain and/or control incident.
- Locates seat of fire or other hazard (e.g., gas leak) by observing, smelling or listening for smoke, sound, flames, gas, vapors, etc.
- Advances or assists in advancing hose to seat of fire or other hazard.
- Disconnects hose from bed and attaches to discharge gate.
- Determines type (size) and number of lengths of hose needed for operation.
- Connects to standpipe during high-rise incident command
- Connects hose lines to nozzles.
- Uses extinguisher to extinguish, contain and/or control incident.
- Selects type of extinguisher (e.g., foam, dry-chemical, etc.) needed for incident.
- Feeds hose line to other fire personnel.
- Determines proper nozzle and nozzle setting.
- Operates tip on tower ladder to apply water to structures on fire.
- Pulls hose off hose bed.

- Flakes out or dekinks hose line prior to charging or during extinguishments to ensure proper operations.

F. MECHANICAL LADDER OPERATIONS:

- Stabilizes ladder trucks and elevates and operates aerial ladders and platforms in order to rescue victims, provides access for ventilation, operates master stream devices, etc.
- Climbs a mechanical ladder to perform search, rescue and other operations.
- Operates ladder from ground controls or from platform controls, while watching for power lines, trees and other overhead obstructions.
- Elevates, rotates and extends aerial or tower ladder for supported and unsupported operation, while watching for power lines, trees and other overhead obstructions.
- Stabilizes elevating apparatus using wheel chocks, stabilizing pads, stabilizing jacks and outriggers.
- Operates and directs ladder pipe to supply water during aerial ladder operations.

G. MANUAL LADDER OPERATIONS:

- Carries, raises, extends and climbs manual ladders to perform search, rescue and other operations.
- Extend manual (extension) ladders to reach victims.
- Climbs manual ladder to perform search, rescue, and other operations.
- Determines proper placement of manual ladder at scene.
- Determines manual ladder type and size needed at incident scene.
- Anchors and secures manual ladder (e.g., typing off) at scene.
- Raises and positions manual ladder at incident scene.
- Carries manual ladder from apparatus to incident scene.
- Returns manual ladder to apparatus.

H. FORCIBLE ENTRY:

- Pries open, cuts, or breaks down doors, or otherwise enters structures, vehicles, aircraft and other entrapments in order to search for and rescue victims and provide access to the emergency scene – using axes, halligan tools, etc.
- Gains entry into structures uses axes, sledgehammers, battering rams, halligan tool and other forcible entry tools.
- Cuts through surfaces using power saws and other power tools.
- Determines best location for forcible entry.
- Pries open doors in structures using pry bars, halligan tools, bolt cutters and other tools.
- Removes locks or hinges from doors using sledgehammers, battering rams, axes or other forcible entry tools.
- Breaks holes in wooden, brick and masonry walls using sledgehammers, battering rams, axes and other tools.

I. VENTILATION:

- Opens or breaks windows, chops or cuts holes in roofs, breaches walls or doors, and hangs fans in windows or doors to remove heat, smoke and/or gas from structures or entrapments.
- Determines best location for venting structure based on location of hazard and fire personnel, roof type, and building construction.
- Breaks windows and other points of entry using axes, ladders and other tools, to ventilate structure.
- Cuts open walls, roof and other structures to ventilate structure.
- Opens windows and other points of entry manually or by using pry bars, halligan tools, and other tools, to ventilate structure.
- Hang fans from ladders and in doors, windows, and holes in roofs or walls.
- Uses fans for positive pressure.

J. SEARCH:

- Searches assigned area in order to locate victims and to obtain further information about incident, following standard search procedures.
- Searches floor or area of fire, or other hazard, for conscious and unconscious victims, sweeping assigned search area with arms, legs or tools.
- Searches floors above and below fire, or other hazard, including stairwells and bulkheads, for inhabitants who need to be moved or rescued.
- Views perimeter of the building to determine if there are victims needing assistance at windows, on ledges, or who have jumped.
- Identifies hazardous conditions in course of search and informs others of the problem.
- Determines search procedure or strategy needed to accomplish objectives.
- Searches structures for seat of fire, or other hazard, and extensions.

K. RESCUE:

- Assists, hoists, carries or drags victims from emergency area by means of interior access (stairs, hallways, etc.) or, if necessary, by ladders, fire escapes, platforms, or other means of escape-using rescue harnesses, ropes, etc.
- Rescues drowning victims using life-saving techniques.
- Conducts water rescues (i.e., river rescue, using boats) in accordance with established guidelines.
- Evacuates persons from incident scene due to risk of fire, explosion, and exposure to hazardous chemicals, etc.
- Moves heavy objects and obstructions in order to free or gain access to trapped victims or bodies, using air bags, chains and hoists, jacks, shoring materials, hurst tools and other hydraulic tools.
- Drags or carries victims from emergency scenes.
- Hoists or lowers victims or fire personnel using ropes, knots, and rescue harnesses.

- Pries, breaks or cuts structures, vehicles, and/or aircraft to free victims involved in accidents, cave-ins, collapsed buildings or other entrapments – using door openers, jaws, axes and other manual and mechanical equipment.
- Instructs a person on upper floors as to appropriate actions ((e.g., staying put, ascending to upper floors descending to lower floors via fire escapes, etc.)
- Digs to free victims trapped in tunnels, pipes excavations, cave-ins or other entrapments using shovels, picks, spades and other equipment.
- Places victims onto stretchers, backboards, strokes, etc.

L. SALVAGE:

- Moves and covers furniture, appliances, merchandise and other property; covers holes in structures; stabilizes damaged structural components; and redirects or cleans up water in order to minimize damage – using plastic and canvas covers, etc.
- Tears down or shores up weak and dangerous structural components (e.g., floors, walls, roofs, overhangs and stairs) using hooks, axes, saws and other tools.
- Spreads salvage covers over property.
- Protects the integrity of the incident scene, while performing salvage operations, in case of suspected arson.
- Move furniture and other objects to protect from water and other damage.
- Removes water from floors using brooms, squeegees, mops, water chutes, catchalls and pumps.

M. OVERHAUL:

- Opens up walls and ceilings, cuts or pulls up floors and moves or turns over debris, in order to check for hidden fires which could rekindle or spread – using hooks, axes, saws and pitchforks.
- Opens ceilings, walls, etc., to expose hot spots and other hazardous conditions with axes, pike poles, etc.
- Searches for and extinguishes any hidden fires by looking, feeling or smelling for fire and smoke.

- Checks and searches open areas, walls, and open structures for fire extension.
- Removes and extinguishes burned or smoldering debris from buildings.
- Determines whether a smoke detector was present and functional.

N. CLEAN-UP/PICK UP:

- Picks up, cleans and returns equipment to vehicle or rolls or folds hose, so that the apparatus can go back in service.
- Controls and cleans up the Fire Department's medical waste products.
- Cleans and returns all tools, equipment, supplies and property in usable condition to appropriate apparatus/vehicles.
- Shuts down and drains lines at pumps.
- Determines that all hoses used during response to incident are present and accounted for.
- Cleans hoses using hose washers or brooms and brushes.
- Backs lines out of structures.
- Rolls and folds hoses after use and returns them to appropriate vehicle.
- Cleans the apparatus.

O. FIRST AID:

- Provides direct medical assistance to persons requiring emergency attention or assists others in providing medical assistance.
- Administers CPR if necessary
- Determines priority of emergency medical treatment for victims.
- Administers first aid other than CPR.
- Operates oxygen and other medical equipment.
- Assists EMS personnel in administering medical treatment.

P. EQUIPMENT MAINTENANCE:

- Checks, cleans and maintains personal gear and equipment to ensure proper and safe operation.
- Checks S.C.B.A. for proper operation and adequate air pressure.
- Checks medical equipment.
- Checks turnout gear for safety and structural integrity.
- Checks the condition of generators, blowers, lights, cords and fans.
- Checks and maintains power equipment.
- Places turnout gear on or near apparatus.
- Checks extension ladders.
- Checks hose on apparatus (proper bedding and amount).
- Checks and performs ordinary maintenance on other portable equipment (e.g., checks oil levels, greases, etc.).
- Cleans, reloads, and tests hoses.
- Inventories and performs regular maintenance on hand tools (e.g., paints, oils or stencils hand tools).
- Changes over equipment and supplies from on apparatus to another.
- Paints other equipment as needed.

Q. APPARATUS MAINTENANCE:

- Checks, cleans, and maintains apparatus to ensure proper and safe operation.
- Checks ability of engine to pump water.
- Checks engine pumper pressure.
- Checks the aerial ladder sections, outriggers.
- Reports to shift officer that apparatus any electrical or mechanical problems on apparatus and lists on station's board (Apparatus Repair), what problem is with apparatus.
- Performs normal daily apparatus check (e.g., oil, fuel, & water levels; proper pressure and lubrications; batteries; lights; sirens; brakes; tires; etc.).

- Performs normal weekly apparatus check (e.g., hydraulic fluid levels).
- Checks with apparatus operator coming off duty regarding condition of apparatus.

R. FACILITY MAINTENANCE:

- Checks, cleans, and maintains station facilities. This includes the performance, or assignment, of routing housekeeping chores.

S. INSPECTION OF BUILDINGS & FIRE PROTECTION DEVICES:

- Inspects buildings for fire prevention/hazardous materials code violations or hazards on a periodic basis or during the course of their activities. Inspects alarms, hydrants, sprinkler systems, etc.
- Directs building managers to immediately correct life safety code violations.
- Recognizes code violations (e.g., blocked exits, improper storage of chemicals, etc.).
- Contacts Fire Prevention Bureau for assistance in filing charges against code violators.
- Notifies Town inspectors of code violations.
- Inspects buildings for code compliance.
- Checks status of alarms, standpipes and sprinklers within Town.
- Informs owners and occupants of code violations.
- Assigns subordinates to building inspections.
- Inspects buildings upon request of occupants/owners.
- Makes notes in computer and files about building name changes, street changes, hydrant changes, etc.
- Conducts inspections of schools.
- Investigates building suspect of violating codes.
- Receives notification of possible code violations from civilians or other fire personnel.
- Contacts Chief, Deputy Chief and Code Enforcement Officer for buildings with code violations.

- Explains codes to owner and managers.
- Coordinates the activities of subordinate personnel to complete the Hydrant Inspection program.
- Answers subordinates' questions concerning building inspections.
- Receives notification that building inspections are deficient.
- Receives notification about whether building inspections have been carried out.

T. PRE-FIRE PLANNING:

- Reviews and prepares plans in order to provide information regarding hydrant locations, exposures, hazardous materials and other areas or situations of high risk.
- Ensures that subordinate personnel have the current Hazardous Materials lists pertinent to their respective response areas.
- Conducts familiarly inspections in Town.
- Familiarizes self with layout of first and second alarm areas.
- Recognizes a target hazard (e.g., a new high-rise or a building with hazardous materials) that may warrant the development of a pre-fire plan.
- Conducts site surveys in Town.
- Tours a building in order to identify or verify the presence of an unusual fire hazard or situation.
- Determines whether an unusual fire hazard or situation warrants the development of a pre-fire plan.
- Receives requests for an inspection or pre-fire plan (e.g., apartment complexes, etc.).

U. INVESTIGATIONS:

- Examines incident scene, conducts interviews, collects and preserves evidence, and reviews forms and reports to help determine the cause of a fire or other emergency.
- Responds to incidents of suspicious or undetermined origin.

- Examines incident scene for signs of burglary or other irregularities.
- Observes fireground conditions to detect possible arson.
- Request Chief, Deputy Chief and Fire Department Fire Investigator when circumstances suggest suspicious origin.
- Secures incident scene.
- Examines incident scene to determine origin of incident and contributing factors.
- Notes unusual or suspicious trends (e.g., a rash of fires in the same area) on the basis of various sources of information (e.g., fire alarm reports, arson reports, etc.

V. PUBLIC RELATIONS:

- Engages in activities, which have an impact on the department's image in the community. Such activities include providing information to the media, providing assistance and support to civilians seeking help or information, etc.
- Deals with distressed individuals at emergency scene.
- Controls public at emergency scene.
- Makes public presentations and conducts demonstrations of apparatus and equipment on behalf of the Fire Department.

W. PUBLIC TRAINING & EDUCATION:

- Oversees, develops, conducts and/or evaluates fire prevention and other educational programs for members of the public.

X. AUDIO-VISUAL PRODUCTION:

- Operates audio-visual equipment and develops and produces audio-visual materials for internal use or for public broadcasting.

Y. PROFESSIONAL DEVELOPMENT:

- Participates in training drills and classes to enhance job-related skills and abilities. Read internal memos and bulletins to keep apprised of new developments in departmental operations and procedures.
- Maintains knowledge of latest firefighting equipment and techniques.

- Attends specialized training sessions (e.g., CPR certifications, special schools, Foam, ICS, etc.).
- Maintains knowledge of building structures related to fire control.
- Attends routine training drills and sessions.
- Observes training videotapes.
- Attends "live-incident" training drills.
- Maintains knowledge of chemicals and other hazardous materials.
- Reviews internal Fire Department bulletins, memos, etc., to remain aware of departmental updates.
- Read professional journals and publications (e.g., Fire Command) to be aware of current developments in the fire service.
- Receives training in superior's work activities.
- Participates in external agencies and societies (e.g., NFPA).
- Attends external seminars/workshops and college courses to be aware of current developments in the fire service.
- Acts as a superior officer.

Z. OTHER DUTIES:

- Carries hose, tools and equipment to and from emergency scenes.
- Sets up electrical cords and lights.
- Operates generator to supply electricity to the emergency scene.

FIRE CAPTAIN JOB DESCRIPTION

A. INITIAL RESPONSE TO INCIDENTS:

- Tasks occurring between the receipt of an alarm and initial fire fighting or emergency scene.
- Dons protective turnout gear and equipment before and at emergency scenes.
- Proceeds to assigned apparatus upon receipt of call for service.

- Makes preliminary evaluation of incident based on alarm information received (e.g., alarm type, structure type, etc.).

B. WATCH DUTIES:

- Stands watch to receive incoming alarms and information, answers phones, and monitors access to the station house.
- Provides alarm communications to Officers and apparatus.
- Tests alarms and dispatch equipment.
- Notifies station personnel (over public address) of incoming alarms and required response (e.g., everybody goes, truck only, engine only, etc.).
- Receives notification of multiple alarms, radio box alarms, and other significant emergencies through the Fire Alarm Office.
- Records administrative and general information messages that come in over the radio dispatch.
- Answers department phones.
- Opens and closes fire house doors to allow apparatus to depart/return to the station.
- Fills out permits and makes appointments for permits required by 527 CMR & MGLs.

C. DRIVING:

- Drives apparatus to and from and positions apparatus at emergency scene.
- Drives apparatus safely to designated place.
- Selects most direct and expeditious route to alarm site.
- Maneuvers and positions apparatus at incident scene.
- Obtains knowledge of most direct and expeditious routes and studies them prior to incident response.
- Obtains knowledge of traffic laws and street conditions in order to operate the apparatus safely and expeditiously.

- Plans route and position based on anticipated actions (e.g., arrival routes) of other apparatus when driving to multiple alarms calls.

D. PUMP OPERATIONS:

- Connects or hooks up apparatus to fire hydrant and operates pumps to supply water in appropriate pressure and volume- using hydrant wrenches, couplings, hoses, spanner wrenches, and other tools.
- Engages pumps.
- Fills hose with water by hydrant pressure.
- Connects and lays feeder line to supply water to fire.
- Pumps sprinkler system and wet or dry standpipe systems.
- Connects suction hose between hydrant and engine.
- Monitors control panel (e.g., water temperature, oil pressure gauge, fuel gauge, hydrant pressure).
- Pumps pre-connect hose-line.
- Pumps master stream (e.g., aerial ladders).
- Hooks up to ladder pipe to supply water during aerial ladder operations.
- Notifies officer of any problems, which occur while pumping.
- Adjusts water pressure (by rule-of-thumb, according to pressure chart, and/or Rules and Regulations) in response to calls for more or less pressure.
- Pumps specialty nozzles (e.g., drive-in, cellar distributor).
- Implements cold weather procedures (e.g., tank circulation) when necessary.
- Maintains pressure by adjusting pressure relief valve or automatic pressure governor.
- Transfers from pressure stage to volume stage.
- Pumps booster lines.
- Opens and flushes hydrant to ensure it is functional.
- Shuts down pump when ordered to by officer.
- Checks hydrant for proper drainage.

E. HOSE (AND EXTINGUISER) OPERATIONS:

- Stretches line or uses extinguisher to deliver water, foam and other extinguishing agents to emergency scene.
- Operates nozzle at front of hose line and sprays water, foam or other agent onto fire or other hazard, or into involved structure, to extinguish, contain and/or control incident.
- Locates seat of fire or other hazard (e.g., gas leak) by observing, smelling or listening for smoke, sound, flames, gas, vapors, etc.
- Advances or assists in advancing hose to seat of fire or other hazard.
- Disconnects hose from bed and attaches to discharge gate.
- Determines type (size) and number of lengths of hose needed for operation.
- Connects to standpipe during high-rise incident command.
- Connects hose lines to nozzles.
- Uses extinguisher to extinguish, contain and/or control incident.
- Selects type of extinguisher (e.g., foam, dry-chemical, etc.) needed for incident.
- Feeds hose line to other fire personnel.
- Determines proper nozzle and nozzle setting.
- Operates tip on tower ladder to apply water to structures on fire.
- Pulls hose off hose bed.
- Flakes out or dekinks hose line prior to charging or during extinguishments to ensure proper operations.

F. MECHANICAL LADDER OPERATIONS:

- Stabilizes ladder trucks and elevates and operates aerial ladders and platforms in order to rescue victims, provides access for ventilation, operates master stream devices, etc.
- Climbs a mechanical ladder to perform search, rescue and other operations.
- Operates ladder from ground controls or from platform controls, while watching for power lines, trees and other overhead obstructions.

- Elevates, rotates and extends aerial or tower ladder for supported and unsupported operation, while watching for power lines, trees and other overhead obstructions.
- Stabilizes elevating apparatus using wheel chocks, stabilizing pads, stabilizing jacks and outriggers.
- Operates and directs ladder pipe to supply water during aerial ladder operations.

G. MANUAL LADDER OPERATIONS:

- Carries, raises, extends and climbs manual ladders to perform search, rescue and other operations.
- Extend manual (extension) ladders to reach victims.
- Climbs manual ladder to perform search, rescue, and other operations.
- Determines proper placement of manual ladder at scene.
- Determines manual ladder type and size needed at incident scene.
- Anchors and secures manual ladder (e.g., typing off) at scene.
- Raises and positions manual ladder at incident scene.
- Carries manual ladder from apparatus to incident scene.
- Returns manual ladder to apparatus.

H. FORCIBLE ENTRY:

- Pries open, cuts, or breaks down doors, or otherwise enters structures, vehicles, aircraft and other entrapments in order to search for and rescue victims and provide access to the emergency scene – using axes, halligan tools, etc.
- Gains entry into structures uses axes, sledgehammers, battering rams, halligan tool and other forcible entry tools.
- Cuts through surfaces using power saws and other power tools.
- Determines best location for forcible entry.
- Pries open doors in structures using pry bars, halligan tools, bolt cutters and other tools.
- Removes locks or hinges from doors using sledgehammers, battering rams, axes or other forcible entry tools.

- Breaks holes in wooden, brick and masonry walls using sledgehammers, battering rams, axes and other tools.

I. VENTILATION:

- Opens or breaks windows, chops or cuts holes in roofs, breaches walls or doors, and hangs fans in windows or doors to remove heat, smoke and/or gas from structures or entrapments.
- Determines best location for venting structure based on location of hazard and fire personnel, roof type, and building construction.
- Breaks windows and other points of entry using axes, ladders and other tools, to ventilate structure.
- Cuts open walls, roof and other structures to ventilate structure.
- Opens windows and other points of entry manually or by using pry bars, halligan tools, and other tools, to ventilate structure.
- Hang fans from ladders and in doors, windows, and holes in roofs or walls.
- Uses fans for positive pressure.

J. SEARCH:

- Searches assigned area in order to locate victims and to obtain further information about incident, following standard search procedures.
- Searches floor or area of fire, or other hazard, for conscious and unconscious victims, sweeping assigned search area with arms, legs or tools.
- Searches floors above and below fire, or other hazard, including stairwells and bulkheads, for inhabitants who need to be moved or rescued.
- Views perimeter of the building to determine if there are victims needing assistance at windows, on ledges, or who have jumped.
- Identifies hazardous conditions in course of search and informs others of the problem.
- Determines search procedure or strategy needed to accomplish objectives.
- Searches structures for seat of fire, or other hazard, and extensions.

K. RESCUE:

- Assists, hoists, carries or drags victims from emergency area by means of interior access (stairs, hallways, etc.) or, if necessary, by ladders, fire escapes, platforms, or other means of escape-using rescue harnesses, ropes, etc.
- Rescues drowning victims using life-saving techniques.
- Conducts water rescues (i.e., river rescue, using boats) in accordance with established guidelines.
- Evacuates persons from incident scene due to risk of fire, explosion, and exposure to hazardous chemicals, etc.
- Moves heavy objects and obstructions in order to free or gain access to trapped victims or bodies, using air bags, chains and hoists, jacks, shoring materials, hurst tools and other hydraulic tools.
- Drags or carries victims from emergency scenes.
- Hoists or lowers victims or fire personnel using ropes, knots, and rescue harnesses.
- Pries, breaks or cuts structures, vehicles, and/or aircraft to free victims involved in accidents, cave-ins, collapsed buildings or other entrapments – using door openers, jaws, axes and other manual and mechanical equipment.
- Instructs a person on upper floors as to appropriate actions ((e.g., staying put, ascending to upper floors descending to lower floors via fire escapes, etc.)
- Digs to free victims trapped in tunnels, pipes excavations, cave-ins or other entrapments using shovels, picks, spades and other equipment.
- Places victims onto stretchers, backboards, strokes, etc.

L. SALVAGE:

- Moves and covers furniture, appliances, merchandise and other property; covers holes in structures; stabilizes damaged structural components; and redirects or cleans up water in order to minimize damage – using plastic and canvas covers, etc.
- Tears down or shores up weak and dangerous structural components (e.g., floors, walls, roofs, overhangs and stairs) using hooks, axes, saws and other tools.
- Spreads salvage covers over property.

- Protects the integrity of the incident scene, while performing salvage operations, in case of suspected arson.
- Move furniture and other objects to protect from water and other damage.
- Removes water from floors using brooms, squeegees, mops, water chutes, catchalls and pumps.

M. OVERHAUL:

- Opens up walls and ceilings, cuts or pulls up floors and moves or turns over debris, in order to check for hidden fires which could rekindle or spread – using hooks, axes, saws and pitchforks.
- Opens ceilings, walls, etc., to expose hot spots and other hazardous conditions with axes, pike poles, etc.
- Searches for and extinguishes any hidden fires by looking, feeling or smelling for fire and smoke.
- Checks and searches open areas, walls, and open structures for fire extension.
- Removes and extinguishes burned or smoldering debris from buildings.
- Determines whether a smoke detector was present and functional.

N. CLEAN-UP/PICK UP:

- Picks up, cleans and returns equipment to vehicle or rolls or folds hose, so that the apparatus can go back in service.
- Controls and cleans up the Fire Department's medical waste products.
- Cleans and returns all tools, equipment, supplies and property in usable condition to appropriate apparatus/vehicles.
- Shuts down and drains lines at pumps.
- Determines that all hoses used during response to incident are present and accounted for.
- Cleans hoses using hose washers or brooms and brushes.
- Backs lines out of structures.
- Rolls and folds hoses after use and returns them to appropriate vehicle.

- Cleans the apparatus.

O. FIRST AID:

- Provides direct medical assistance to persons requiring emergency attention or assists others in providing medical assistance.
- Administers CPR if necessary
- Determines priority of emergency medical treatment for victims.
- Administers first aid other than CPR.
- Operates oxygen and other medical equipment.
- Assists EMS personnel in administering medical treatment.

P. EQUIPMENT MAINTENANCE:

- Checks, cleans and maintains personal gear and equipment to ensure proper and safe operation.
- Checks S.C.B.A. for proper operation and adequate air pressure.
- Checks medical equipment.
- Checks turnout gear for safety and structural integrity.
- Checks the condition of generators, blowers, lights, cords and fans.
- Checks and maintains power equipment.
- Places turnout gear on or near apparatus.
- Checks extension ladders.
- Checks hose on apparatus (proper bedding and amount).
- Checks and performs ordinary maintenance on other portable equipment (e.g., checks oil levels, greases, etc.).
- Cleans, reloads, and tests hoses.
- Inventories and performs regular maintenance on hand tools (e.g., paints, oils or stencils hand tools).
- Changes over equipment and supplies from on apparatus to another.
- Paints other equipment as needed.

Q. APPARATUS MAINTENANCE:

- Checks, cleans, and maintains apparatus to ensure proper and safe operation.
- Checks ability of engine to pump water.
- Checks engine pumper pressure.
- Checks the aerial ladder sections, outriggers.
- Reports to shift officer that apparatus any electrical or mechanical problems on apparatus and lists on station's board (Apparatus Repair), what problem is with apparatus.
- Performs normal daily apparatus check (e.g., oil, fuel, & water levels; proper pressure and lubrications; batteries; lights; sirens; brakes; tires; etc.).
- Performs normal weekly apparatus check (e.g., hydraulic fluid levels).
- Checks with apparatus operator coming off duty regarding condition of apparatus.

R. FACILITY MAINTENANCE:

- Checks, cleans, and maintains station facilities. This includes the performance, or assignment, of routing housekeeping chores.

S. INSPECTION OF BUILDINGS & FIRE PROTECTION DEVICES:

- Inspects buildings for fire prevention/hazardous materials code violations or hazards on a periodic basis or during the course of their activities. Inspects alarms, hydrants, sprinkler systems, etc.
- Directs building managers to immediately correct life safety code violations.
- Recognizes code violations (e.g., blocked exits, improper storage of chemicals, etc.).
- Contacts Fire Prevention Bureau for assistance in filing charges against code violators.
- Notifies Town inspectors of code violations.
- Conducts on-site inspections of fire protection devices (e.g., hydrants, alarms, sprinkler systems, etc.).
- Inspects buildings for code compliance.

- Checks status of alarms, standpipes and sprinklers within Town.
- Informs owners and occupants of code violations.
- Assigns subordinates to building inspections.
- Inspects buildings upon request of occupants/owners.
- Makes notes in computer and files about building name changes, street changes, hydrant changes, etc.
- Conducts inspections of schools.
- Investigates building suspect of violating codes.
- Receives notification of possible code violations from civilians or other fire personnel.
- Contacts Chief, Deputy Chief and Code Enforcement Officer for buildings with code violations.
- Explains codes to owner and managers.
- Coordinates the activities of subordinate personnel to complete the Hydrant Inspection program.
- Answers subordinates' questions concerning building inspections.
- Receives notification that building inspections are deficient.
- Receives notification about whether building inspections have been carried out.

T. PRE-FIRE PLANNING:

- Reviews and prepares plans in order to provide information regarding hydrant locations, exposures, hazardous materials and other areas or situations of high risk.
- Ensures that subordinate personnel have the current Hazardous Materials lists pertinent to their respective response areas.
- Conducts familiarly inspections in Town.
- Familiarizes self with layout of first and second alarm areas.
- Recognizes a target hazard (e.g., a new high-rise or a building with hazardous materials) that may warrant the development of a pre-fire plan.
- Conducts site surveys in Town.

- Tours a building in order to identify or verify the presence of an unusual fire hazard or situation.
- Determines whether an unusual fire hazard or situation warrants the development of a pre-fire plan.
- Receives requests for an inspection or pre-fire plan (e.g., apartment complexes, etc.).

U. INVESTIGATIONS:

- Examines incident scene, conducts interviews, collects and preserves evidence, and reviews forms and reports to help determine the cause of a fire or other emergency.
- Responds to incidents of suspicious or undetermined origin.
- Examines incident scene for signs of burglary or other irregularities.
- Observes fireground conditions to detect possible arson.
- Request Chief, Deputy Chief and Fire Department Fire Investigator when circumstances suggest suspicious origin.
- Secures incident scene.
- Examines incident scene to determine origin of incident and contributing factors.
- Notes unusual or suspicious trends (e.g., a rash of fires in the same area) on the basis of various sources of information (e.g., fire alarm reports, arson reports, etc.

V. PUBLIC RELATIONS:

- Engages in activities, which have an impact on the department's image in the community. Such activities include providing information to the media, providing assistance and support to civilians seeking help or information, etc.
- Deals with distressed individuals at emergency scene.
- Controls public at emergency scene.
- Makes public presentations and conducts demonstrations of apparatus and equipment on behalf of the Fire Department.

W. PUBLIC TRAINING & EDUCATION:

- Oversees, develops, conducts and/or evaluates fire prevention and other educational programs for members of the public.

X. AUDIO-VISUAL PRODUCTION:

- Operates audio-visual equipment and develops and produces audio-visual materials for internal use or for public broadcasting.

Y. PROFESSIONAL DEVELOPMENT:

- Participates in training drills and classes to enhance job-related skills and abilities. Read internal memos and bulletins to keep apprised of new developments in departmental operations and procedures.
- Maintains knowledge of latest firefighting equipment and techniques.
- Attends specialized training sessions (e.g., CPR certifications, special schools, Foam, ICS, etc.).
- Maintains knowledge of building structures related to fire control.
- Attends routine training drills and sessions.
- Observes training videotapes.
- Attends "live-incident" training drills.
- Maintains knowledge of chemicals and other hazardous materials.
- Reviews internal Fire Department bulletins, memos, etc., to remain aware of departmental updates.
- Read professional journals and publications (e.g., Fire Command) to be aware of current developments in the fire service.
- Receives training in superior's work activities.
- Participates in external agencies and societies (e.g., NFPA).
- Attends external seminars/workshops and college courses to be aware of current developments in the fire service.
- Acts as a superior officer.

Z. OTHER DUTIES:

- Carries hose, tools and equipment to and from emergency scenes.
- Sets up electrical cords and lights.
- Operates generator to supply electricity to the emergency scene.

ARTICLE 4

Section 1. Hours

The workweek shall continue to be an average scheduled workweek of 42 hours. The work week schedule shall consist of a twenty-four hour work day twenty four hours off, twenty-four hour workday followed by five days off on an eight week, forty-two hour average schedule. The workday will be 8:00 a.m. – 8:00 a.m. Shifts will be "A Shift" ten-hour day (8:00 a.m. – 6:00 p.m.) and "B Shift" fourteen hour night (6:00 p.m. – 8:00 a.m.) for the purpose of taking time off.

Section 2. Substitutions

Uniformed members and officers of the Fire Department shall be permitted to substitute or exchange work and holiday time with members within the Department with the advance written approval of the Fire Chief or his designee provided the exchange does not result in any additional expense to the Department.

Section 3. Overtime

All hours worked in excess of the regular tour of duty of ten (10) hours on any day tour, or fourteen (14) on any night tour, or in excess of the regular schedule workweek, shall be compensated at the rate of overtime pay hereinafter set forth.

Members covered under the terms of this agreement called back to emergency duty shall be compensated for a minimum of three (3) hours at overtime rate of pay.

For a trial period beginning July 1, 2013 and ending June 30, 2015, with notice to the Chief in advance of the overtime, a member may choose to be compensated for overtime in future time off—1.5 hours for every hour worked—instead of pay. At any one time, a member may not have more than 48 hours of compensatory time accrued. Compensatory time must be used in a full 10 or 14 hour shift. Use of the compensatory

time requires the advance notice and approval of the Chief and may not cause the Department to incur any additional expense.

Section 3 (a) New Firefighters Overtime

All new firefighters shall remain at the bottom of the overtime list until they pass a basic recruit training program at the Massachusetts Firefighting Academy or its equivalent, as determined by the Chief, that certifies the firefighters as a Firefighter I and Firefighter II. Equivalency will be determined by factors which include the following: training obligations, physical fitness requirements, class hours and other integral aspects of the Massachusetts Firefighters Academy Program.

Section 4. Overtime Rate of Pay

The hourly rate of overtime pay shall be time and one half the individual's normal hourly rate of pay, except as otherwise agreed in writing by the parties.

ARTICLE 5

Section 1. Vacations

The vacation year shall be the period between January 1 and December 31 inclusive. Each employee who has worked for thirty (30) weeks or more on January 1 shall each year be entitled to eight (8) shifts vacation without loss of pay for consecutive service up to and including the fifth year.

Employees with five (5) years consecutive service or more with the Town will be allowed twelve (12) shifts vacation each year without loss of pay.

Employees with ten (10) years consecutive service or more with the Town will be allowed sixteen (16) shifts vacation each year without loss of pay.

Employees with fifteen (15) years consecutive service or more with the Town will be allowed one (1) additional shift each year thereafter to a maximum of twenty (20) shifts of vacation each year without loss of pay. Employees with twenty-five (25) years or more consecutive service with the Town will be allowed twenty-four (24) shifts of vacation each year without loss of pay.

Employees with fifteen (15) years or more consecutive service with the Town will be allowed to use four shifts of vacation in the same manner as holiday time.

Four (4) shifts of vacation will be allowed to be carried into next calendar year with permission of the Fire Chief, but must be taken with the fiscal year. Carry over vacation time must be assigned at the time you request your carry over.

Use of vacation leave shall be in the discretion of the Chief or his designee.

Vacation is to be taken by rank and seniority with rank having preference over seniority within each group. Vacation days accrued but not used on the date of retirement shall be paid to the employee at the rate of pay then in effect. Vacation days accrued but not used by an employee who dies shall be paid to the employees' estate at the rate of pay then in effect. In order to maintain seniority preference for the purpose of using vacation, an employee must submit the vacation request for the first two weeks of vacation by April 1 and the remainder of the vacation time by September 1 of the year in which the employee seeks to use it.

Section 2. Paid Holidays

The following days shall be considered paid holidays: January - New Year's Day, Martin Luther King Day; February - Presidents Day; April - Patriot's Day; May - Memorial Day; July - Independence Day; September - Labor Day; October - Columbus Day; November - Veteran's Day, Thanksgiving Day; December - Christmas Day. If a holiday occurs within an employee's vacation period, that holiday shall be considered as Holiday Time due pursuant to Section 3 below.

Section 3. Holiday Time

The individual may, at his option, decide not to take compensatory time off equal to a day of "Holiday Makeup", provided he gives notice of his intention in the week prior to the holiday. In such cases, he shall receive a day's pay, twelve (12) hours, for the holiday.

No more than two (2) fire fighter from each group shall be granted a holiday off on any single day without prior approval of the Chief. The number of fire fighters who may be granted a holiday off on any single day shall increase by one (1) with prior

written approval of the Fire Chief or his designee, for any additional fire fighters added to the group strength of each group after July 1, 2001. Holidays shall be granted on a seniority basis and not put down for until earned. Holidays not scheduled on a voluntary basis within ninety (90) days of the holiday may be assigned at the discretion of the Chief. There shall be no restrictions on the number of holiday days that an employee may take in succession, provided there are no objections from other employees in same group.

Section 4. Work on a Holiday

An employee who actually works on a holiday shall receive the hourly rate of time and one-half (1 ½) for hours actually worked.

Section 5. Officers Time Off

Two officers on the same group shall not both be allowed off for any approved time off (i.e. vacation, vacation day, holiday, personnel day) without the prior written approval of the Fire Chief.

ARTICLE 6

Section 1. Clothing Allowance

The clothing allowance for uniformed members of the Fire Department shall be one thousand, one hundred and seventy-five dollars ($1,175), which shall be paid to each employee directly by check, in the payroll period next closest to July 15th. Each employee shall maintain the Dress Code per the Fire Chief's requirements. Newly hired fire fighters, newly appointed officers and Honor Guard members shall receive one (1) hundred ($100.00) dollars, which shall be paid to each employee directly by check, in the payroll period next closest to July 15th. The union shall provide to the Fire Chief, a list of Honor Guard members (not to exceed 6), by July 1 of each fiscal year. Work uniforms shall be provided to be worn back and forth from work as well as on duty. Any protective clothing or equipment issued shall be replaced or repaired at the Town's expense, and shall remain the property of the Town. Individuals, who leave the

employment of the Fire Department and have expended their clothing allowance for the entire year, shall have their clothing allowance pro-rated and deducted from their last payroll check. The pro-rated calculation will be the yearly clothing allowance divided by twelve (12) and multiplied by the number of months not worked.

ARTICLE 7

Section 1. Sick Leave

A. Sick leave allowance will be accumulated at the rate on one and one-half (1 ½) days per month, up to a maximum accumulation of two hundred and seventy-five (275) days. After reaching the maximum amount of 275 days of sick leave, the following calendar year on January 1, the yearly sick leave accumulation of 18 days per year will be used for any sick time occurring during the same calendar year, prior to using the maximum amount of 275 days of sick leave accrued.

B. upon retirement or death, an employee, or his estate, shall receive a day's pay for each three (3) days of the unused portion of accumulated sick leave, up to a maximum of seventy-five (75) day's pay. A day's pay shall be calculated by dividing the employee's annual salary by 182.

C. Sick leave shall accumulate during injured leave not to exceed a period of twelve (12) month's duration.

D. Sick leave is to be used only for illness or disability that is not job related which incapacitates the employee from performing his/her work duties. Employees, who engage in sick leave abuse, including patterned sick leave use, shall be subject to discipline, up to and including dismissal. Patterned sick leave use includes but is not limited to: 1.) multiple single shift absences, 2.) repeated pattern of taking sick leave in conjunction with weekends, holidays and other paid leave, 3.) use of more than nine (9) sick days per year, unless the employee submits the appropriate medical certificate verifying the illness and inability to work, or 4.) submitting false or inaccurate information to the Fire Chief concerning the reason the employee needed to use sick leave. The Chief may require an employee who engages in patterned sick leave use to provide medical documentation satisfactory to the Chief, documenting the medical

necessity of the employee's absence. This documentation may include, but will not be limited to, a medical examination by a physician or other specialist retained by the Town and/or the production of a physician's certificate from the employee's physician.

E. When an employee uses sick leave for three or more consecutive shifts, the Chief may require a physician's certificate documenting the medical necessity of the employee's absence and verifying the employee's fitness to return to duty.

Section 2. Personal Shifts

An employee shall be allowed to take four (4) shifts of personal time off from work without loss of pay during each twelve (12) month period of the contract. Use of personal days shall be in the discretion of the Chief or his designee. It shall require 24 hours advance approval of the Chief or his designee, except that the Chief or his designee may waive the notice requirement. Personal time shall not be deducted from sick day accumulation. All personal time not taken during a particular twelve (12) month period shall be lost without compensation for such loss.

Section 3.(a) Bereavement Leave

The purpose of bereavement leave is to enable an employee to grieve and attend services and attend to family matters arising from the death of a member of his/her immediate family, spouses immediate family or significant others immediate family, without loss of earrings over two (2) twenty-four (24) hour shifts of regular duty. "Immediate family" is defined as spouse, live-in companion (person residing in the same household) son or daughter, mother, father, mother-in-law, father-in-law, brother-in-laws, sisters-in-law, brothers, sisters, grandparents, aunts, uncles, step-mothers, step-fathers, stepchildren, and grandchildren. In the event of the death of a spouse, household member or child during an employee's vacation or day off, an additional two (2) twenty-four (24) hours shifts leave shall be granted.

One shift (10 or 14 hour) of bereavement leave enables an employee to attend the funeral, wake, memorial service or graveside service arising from the death of friend per calendar year. Time off will be granted after documentation has been provided and

approved by the Chief or his designee. Documentation shall be obituary from the newspaper and filling out proper Department paperwork.

Section 3(b) Emergency Leave

The Family Medical Leave Act (FMLA) provides certain employees with up to 12 workweeks of unpaid, job-protected leave per calendar year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

Purpose of the FMLA

The FMLA allows employees to balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons. The FMLA seeks to accomplish these purposes in a manner that accommodates the legitimate interests of employers, and minimizes the potential for employment discrimination on the basis of gender, while promoting equal employment opportunity for men and women.

Employer Coverage

FMLA applies to all: public agencies, including State, Local and Federal employers, and local education agencies (schools); and, private sector employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA leave, an employee must work for a covered employer and:

1. Have worked for that employer for at least 12 months and;
2. Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave, and;
3. Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave in a 12-month period for one or more of the following reasons:

1. For the birth of a son or daughter.
2. To care for the newborn child.
3. For the placement with the employee of a child for adoption or foster care.
4. To care the newly placed child.
5. To care for an immediate family member (spouse, child, or parent – but not a parent-"in-law") with a serious health condition.
6. When the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude with 12 months after the birth or placement. Spouses employed by the same employer may be limited to a combined total of 12 workweeks of family leave for the following reasons:

1. Birth and care of a child.
2. For the placement of a child for adoption or foster care.
3. To care the newly placed child.
4. To care for an employee's parent who has a serious health condition.

Intermittent/Reduced Schedule Leave – The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition. Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval. Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. Employees may not be required to take more FMLA leave than necessary to address the circumstances that cause the need for leave.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer's operations, subject to the approval of the employee's health care provider. In such cases, the employer may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodate recurring periods of leave better than the employee's regular job.

Substitution of Paid Leave – Employees may choose to use, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. Employees may choose, or employers may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA. The substitution of accrued sick or family leave is limited by the employer's policies governing the use of such leave.

Serious Health Condition – "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves: any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or a period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or any period of incapacity due to pregnancy, or for prenatal care; or any period of incapacity due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or, any absences to receive multiple treatments by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated.

Medical Certification- An employer may require that the need for leave for a serious health condition of the employee or the employee's immediate family member be supported by a certification issued by a health care provider. The employer must allow the employee at least 15 calendar days to obtain the medical certification. An employer

may, at its own expense, require the employee to obtain a second medical certification from a health care provider. The employer may choose the health care provider for the second opinion, except that in most cases the employer may not regularly contract with or otherwise regularly use the services of the health care provider. If the opinions of the employee's and the employer's designated health care providers differ, the employer may require the employee to obtain certification from a third health care provider, again at the employer's expense. This third opinion shall be final and binding. The third health care provider must be approved jointly by the employer and the employee.

Health Care Provider - Health care providers who may provide certification of a serious health condition include: doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; nurse practitioners, nurse midwives, and clinical social workers authorized to practice under State law and performing within the scope of their practice as defined under State law; Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; any health care provider recognized by the employer or the employer's group health plan's benefits manager; and, a health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.

Employee Notice – Eligible employees seeking to use FMLA leave may be required to provide: 30-day advance notice of the need to take FMLA leave when the need is foreseeable; notice "as soon as practicable" when the need to take FMLA leave is not foreseeable ("as soon as practicable" generally means at least verbal notice to the employer within one or two business days of learning of the need to take FMLA leave); sufficient information for the employer to understand that the employee needs leave for FMLA-qualifying reasons (the employee need not mention FMLA when requesting leave to meet this requirement, but may only explain why the leave is needed); and, where the

employer was not made aware that an employee was absent for FMLA reasons and the employee wants the leave counted as FMLA leave, timely notice (generally within two business days of returning to work) that leave was taken for an FMLA-qualifying reason.

Section 4. Maternity Leave

A female employee who has completed her probationary period and who is absent from her employment with the Town for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted maternity leave, without pay, if her request for such leave is made to the Department Head at least two (2) weeks in advance of the anticipated date of departure.

At the expiration of the maternity leave, an employee will be restored to her previous position or similar position with the same status, pay and length of employment credit as of that date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employees will be extended the same rights or benefits, if any, extended to the employees of equal length of employment in the same or similar position in the department.

Notwithstanding any other provision of the contract to the contrary, the maternity leave granted under this article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation or such benefits, rights or advantages.

The Town will pay for health insurance benefits to individuals on maternity leave provided they exhaust their sick leave, vacation leave, personal days, and obtain a letter from their physician stating that they are unable to return to work within the eight (8) week period of maternity leave.

ARTICLE 8

Section 1.

As reflected by the schedule below, increase salaries by 2% (two percent) effective the first full pay period after July 1, 2014.

Weekly salaries for the firefighters covered under this Agreement shall be as follows:

JULY 1, 2014						
2% INCREASE	1st Year	2nd Year	3rd Year	4th Step	5th Step	6th Step
Firefighter	868.6028	894.6635	921.5008	949.1480	977.6275	1006.9610
Lieutenant	1158.0002	1192.7478	1228.5272	1265.3828	1303.3368	1342.4444
Captain	1543.8078	1590.1270	1637.8330	1686.9589	1737.5716	1789.6931

Section 1(a) Salaries

A. Lieutenants will be paid 15% higher than the highest paid firefighter (Base Pay)

B. Captains will be paid 15% higher than the highest paid Lieutenants (Base Pay)

Section 1(b) Officer Rank Differential

As a condition of employment, a firefighter shall be required to successfully complete the first time the basic recruit program at the Massachusetts Firefighting Academy, or its equivalent as determined by the Chief, that certifies the firefighter as a Firefighter I and Firefighter II. Equivalency will be determined by factors which include the following: training obligations, physical fitness requirements, class hours and other integral aspects of the Massachusetts Firefighters Academy Program.

Firefighters shall be regularly assigned to dispatch and desk duty until successful completion of a basic recruit program. Either transportation or mileage shall be paid by the Town. A Firefighter who is unable to complete the program because of injury will be given an additional opportunity to complete it

A new firefighter's continued employment shall be subject to successful completion of a probationary period ending 12 months after successful completion of the basic recruit program. The Chief shall make the determination as to whether the probationary period is successfully completed and his determination shall not be subject to the grievance and arbitration procedure.

Section 2. Fire Science Credits

Each firefighter who has obtained fire science credits at an accredited college or university shall receive additional compensation in accordance with the following schedule:

	Additional Weekly Compensation
Number of Credits	July 1, 1992
12	$10.00
18	$15.00
24	$20.00

30	$25.00
36	$30.00
42	$35.00
48	$40.00
54	$45.00
60	$50.00

There will be no compensation for additional fire science credits once a degree has been earned.

Effective July 1, 2004, a degree of Fire Science shall be paid as follows:
Associates- 10% Bachelors- 15% Masters- 20%
Shall be paid on the base pay of the person with the degree, on a weekly basis.

For the purpose of this section, each sixteen (16) hours of approved Fire Academy courses shall equal one (1) fire science credit. Other fire related courses will qualify with prior written approval from the Board of Selectmen and the Fire Chief.

Section 3. Night Differential

Effective July 1, 2004, all members of the bargaining unit except the Day Captain shall receive a night differential of six percent (6%) for twenty-eight (28) hours each workweek. Effective July 1, 2013, once a vacancy occurs in the Day Captain position, all members of the bargaining unit shall receive a night differential of six percent (6%) for twenty-eight (28) hours each workweek.

Section 4. Specialty Pay

Specialty pay will be paid for the following specialty job: First Responder/Defibrillator certified.

Specialty pay is determined by calculating 3% (three percent) of an eligible bargaining unit member's weekly salary as set forth in Article 8, Section 1 ("Salaries") of the Contract and paying that amount as a supplement to the regulary weekly salary.

(Example from July 1, 2009 Salary Schedule: Sixth Step Lieutenant who qualifies for Specialty Pay will receive $1,265 regular weekly salary plus $37.95 per week in Specialty Pay). Specialty Pay will be included in the calculation of a bargaining unit member's overtime rate.

Section 5. Schooling Pay

Firefighters, if off duty, shall be entitled attended courses to receive thirty-two (32) hours of pay at straight hourly rate upon receipt of a certificate, annually. All courses/classes shall have the prior written approval of the Chief and shall be firefighting related or EMS related courses. Any credits earned cannot be used toward career incentive payment computation.

Section 6. EMT Stipends

EMT certified (all levels) –3% (three percent) to be added to the base pay. Certification shall be maintained (on your own) and State certificates shall be presented to the Fire Chief, in order to receive this stipend.

EMT Stipend is determined by calculating 3% (three percent) of an eligible bargaining unit member's weekly salary as set forth in Article 8, Section 1 ("Salaries") of the Contract and paying that amount as a supplement to the regular weekly salary. (Example from July 1, 2009 Salary Schedule: Sixth Step Lieutenant who qualifies for EMT Stipend will receive $1,265 regulary weekly salary plus $37.95 per week for an EMT Stipend). The EMT Stipend will be included in the calculation of a bargaining unit member's overtime rate.

Section 7. Specialist Pay

An employee who has received three (3) National or State fire related certifications may present them to the Fire Chief for 2%, which shall be added to the base pay.

ARTICLE 9

Section 1. Special Details

All employees covered under this Agreement who are requested by the Chief or his agent to report for a private detail or for industry shall be paid a minimum of four (4) hours pay at the hourly rate of time and one half, with the Town paying the individual and collecting from the party requesting the detail. Any employee who is requested by the Chief or his designee to report to a detail for the Town of Middleborough will be paid a minimum of three (3) hours at the rate of time and one half. ***Note:*** this will not pertain to the following Fire Department classes such as J.F.S., S.A.F.E. or Firefighter I program taught to the High School. An off-duty regular full time firefighter will have first refusal to be called back for outside details under the call back procedure set forth in Article 12, Section 1.

ARTICLE 10

Section 1. Miscellaneous Provisions

1. Should any provision of this agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. If thirty (30) days notice is given by either party pertaining to a violation of a Federal or State law requiring an amendment of any one article, it shall be subject to negotiations between the parties. Should any provision of this agreement be found in violation of any Federal, State or local by-law, this agreement shall not require either party to perform any act in violation of that law, anything herein contained contrary notwithstanding.

2. No discrimination. The parties to this agreement agree that they shall not discriminate against any person because of race, creed or political affiliation.

Section 2. Work Stoppages

Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Association and the employees agree not to engage, induce, encourage

or condone any strike, work stoppage, slowdown concerted refusal to work overtime, or withholding of fire fighting services by employees.

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

ARTICLE 11

Section 1. Disciplinary Action

No member of the bargaining unit shall be disciplined, suspended, dismissed or discharged without just cause.

Section 2. Grievance and Arbitration Procedure

A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement. The grievance shall be handled in the following manner:

Step 1

The aggrieved employee, with the Union Steward or representative, shall submit the grievance or dispute in writing within fifteen (15) calendar days from the date on which the dispute first arose or from the date the grievant or any Union representative or steward through reasonable diligence should have known of the dispute, whichever is later. The Chief shall respond in writing to the grievance within fifteen (15) calendar days of the date it was presented to him.

Step 2

If the employee is still aggrieved, the matter shall be reduced to writing and presented to the Selectmen with fifteen (15) calendar days from the date on which a copy of the decision of the Chief was received by the President of the Union. The Board of

Selectmen or its designee shall review the matter and render a decision in writing within twenty-one (21) calendar days of its receipt of the grievance.

Step 3

1. If the employee or the Union is further aggrieved by the decision of the Board of Selectmen, either party may request arbitration to be conducted by an arbitrator to be selected by both parties with fifteen (15) days after the decision by the Board of Selectmen. If the parties are unable to agree on the selection of an arbitrator the matter shall be submitted to the American Arbitration Association pursuant to its voluntary Labor Arbitration Rules.

2. The arbitrator's decision shall be final and binding on the parties in accordance with G.L.c.150C, provided, however, neither the submission or questions of arbitrarily to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including a decision by a court of competent jurisdiction that the arbitrator's award: (1) its arbitrary or capricious, or (2) misinterprets or misapplies any provision of law.

3. Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by Town Meeting action and shall be subject to budget approval in compliance with law.

4. The decision of the arbitrator shall not violate any Town by-laws, statutes or law of the Commonwealth nor change or alter the provisions of this agreement.

5. The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at cost and to the arbitrator.

6. Any grievances concerning disciplinary action resulting in the loss of pay shall begin at the second step of this procedure.

ARTICLE 12

Section 1. Call Back Procedure

When the regularly scheduled group does not have an officer on duty, an officer with the fewest call back hours shall be called back to fill the shift.

When it is necessary to call back a firefighter for any reason not mentioned in Article 12, Sec. 1, the firefighter or officer with the fewest call back hours shall be called back first.

All full time permanent firefighters and officers shall be given the opportunity to be called back for work details before any other persons are offered the details, including station coverage for snowstorms, hurricanes, etc.

Section 2. Alarm Calls

Permanent firefighters responding to calls off duty may respond to alarm calls in accordance with the following rules:

1. Response will be for all tone/box alarms twenty-four (24) hours a day, seven (7) days a week.

2. When a fire or emergency is over, all firefighters shall return to Station, if necessary, to get apparatus and equipment in order, and you shall not be released until the officer in charge releases you.

3. Permanent firefighters participating in the above matter shall receive time and one half their regular hourly rate of pay on an hourly basis.

4. Any injuries occurring during this type of response shall be handled as any other on-duty injury for permanent men and shall be reported, in writing, before being released from that incident.

ARTICLE 13

Section 1. Dues Deduction

In accordance with the provisions of General Laws, Chapter 180, Section 17A, as amended by Chapter 1078 of the Acts of 1973, the Town agrees for the life of this Agreement to deduct Union dues from the paychecks of the employees who have voluntarily signed a membership form and who have authorized such deductions in writing and mail said dues with a list of employees each month from whom dues have been deducted to: Union Treasurer, 125 North Main Street, Middleboro, MA 02346.

Section 2. Health Insurance

A. The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town's contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired after July 1, 2013. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage. In consideration of the terms of the settlement of a successor collective bargaining agreement for 2013-2014, including the reduction of the Town's contribution to the HMO premium cost for employees hired on or after July 1, 2013 to 70%, the Town agrees that it will not further reduce the Town's percentage contribution toward the premium cost of the HMO plans for the three year period ending June 30, 2016.

B. Effective July 1, 2013, a bargaining unit member employer prior to July 1, 2011 who is otherwise eligible for enrollment in a town health insurance plan, and has been enrolled in a plan continuously since July 1, 2011, will receive an annual stipend for opting out/waiving participation in town health

insurance in the amount of $1,000 (individual plan) or $2,500 (family plan). In addition to the above, other conditions for the annual stipend are:

- The employee is not covered under a Town plan subscribed to by another employee of the Town or School Department; and,
- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

If there is a qualifying event, which means that an employee who is receiving an opt out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

C. The October, 2013 Memorandum of Agreement To Provide Health Insurance Through The Group Insurance Commission July 1, 2014, under which the Town health insurance program will move to the GIC effective July 1, 2014, is incorporated by reference. ("2013 PEC Agreement").

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including, but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

D. The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.

ARTICLE 14

Section 1. <u>Entire Agreement</u>

A. This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives to bargain collectively with respect to:

1. Any subjects or matters referred to or covered in this Agreement, or

2. Any subjects or matters not referred to or covered in this Agreement, even though each subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. In connection with the exercise of rights under Article 1, Section 3, Management Rights, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:

1. The employer shall give notice of its contemplated action.

2. The union may request a meeting to negotiate such impact.

3. The parties shall commence negotiations in a timely fashion.

4.(a) The fact that such negotiations have not concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action.

(b) Prior to any such implementations, the Employer shall give notice to the union.

5. The fact that the Employer has exercised its rights shall not operate to terminate the obligation to continue such negotiations for a reasonable period of time.

ARTICLE 15

Section 1. Paid Injured Leave

Except as specifically abridged by the provisions of this Article, Mass. General Laws c.41, Section 111F shall continue in force and effect during the term of this Agreement.

Section 2. Payment

Payment to employees on injured leave shall include only base weekly salary, holiday pay, educational assistance pay, and, except as provided in Section 3 of this Article, vacation pay.

Section 3. Vacation

An employee who is incapacitated for duty for a period in excess of one year shall receive vacation accrued during the period of incapacity as follows:

A. If an employee actually returns to work for a period of sixty (60) consecutive days, he shall be paid for all unused vacation accrued during the period of incapacity for duty.

B. If an employee retires without having returned to work for a period of sixty (60) consecutive days, he shall be paid for unused vacation accrued only during the first twelve (12) months of incapacity.

Section 4.

Employees paid injured leave under this Article, or seeking indemnification under M.G.L.c.41, Section 100 or related sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

A. Provide affirmative evidence of compliance with each required element set forth in M.G.L.c.41, sec 111F

B. Notify the Fire Chief of any change in medical condition, including, but not limited to, any hospitalization; and,

C. Provide relevant medical documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates. Exacerbation or reappearance of prior symptoms of illness or injury will require fresh evidence of eligibility at the time of such exacerbation or reappearance and must be processed as fresh claims notwithstanding any prior determination of eligibility.

D. Undergo an evaluation by a physician or psychologist qualified to perform an evaluation in the area of the claimed injury or incapacity, as directed by the Chief or his designee. The Town will pay for the cost of the evaluation.

Section 5.

Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article nor a waiver by the Town of its right to deny paid injured leave.

Section 6. <u>Light Duty</u>

A. If more than one employee is on injured leave at the same time, any such employee, who is determined to be capable of performing light duty in accordance with M.G.L.c.41, Section 111F, may be required by the Town to accept light duty, on a half time (average 21 hours per week) basis. Such employees shall be assigned to work on the same group to which they were regularly assigned on the date of the injury.

B. This Section shall be effective on July 1, 1983.

Section 7.

This Article supersedes any conflicting provisions of M.G.L.c.41, Section 111F.

Section 8.

Disputes arising under specific language of this Agreement which add to or modify M.G.L.c.41, Section 111F, shall be subject to the grievance and arbitration procedures of this Agreement. All other disputes arising under M.G.L.c.41, Section 111F shall not be arbitrable but shall be subject to the jurisdiction of the Massachusetts courts.

ARTICLE 16

Section 1. <u>Sub Station Assignments</u>

A. Assignment to Sub Stations shall, to the extent possible, be made on a voluntary basis. In order to accomplish such voluntary assignments, the Chief shall request volunteers prior to January 1 each year. If there are more than enough volunteers, the conflict shall be resolved by seniority. If there are insufficient volunteers, the necessary number of employees shall be assigned to Sub Stations in inverse order of seniority. Assignments to Sub Stations shall be for a period of one (1) year, commencing on January 1. As determined by the Chief orhis designee, firefighters shall report to the Central Station for training on desk and apparatus procedures. Assignment for training on desk or apparatus procedures shall be determined by the Officer-in-Charge.

B. Captains and Lieutenants may not bid for assignments to Sub Stations. Captains and Lieutenants may not work at a Sub Station without prior approval of the Chief or his designee, except in an emergency callback or overtime situations.

C. To be eligible for any assignment to a substation, an employee must have ten years in the Middleborough Fire Department or must have completed the basic recruit program at the Massachusetts Firefighting Academy or its equivalent as determined by the Chief.

D. When an employee who was precluded from assignment for inexperience reaches the necessary length of service to be considered sufficiently experienced, he/she shall at the time be eligible for assignment to Sub Stations. If there are then employees at Sub Stations who were involuntarily assigned, such employees shall be reassigned to the Central Fire Station in order of seniority and newly eligible employees shall be assigned to Sub Stations in inverse order of seniority. If there are volunteers for assignment to Sub

Stations among the newly eligible employees, such volunteers shall be assigned in order of seniority prior to any involuntary assignment.

E. Employees assigned to Sub Stations shall be considered to remain assigned to their "group" at the Central Fire Station, and shall retain their seniority for all purposes.

F. Employees assigned to Sub Stations shall be subject to the same restrictions as other employees with respect to their use of vacation, personal days, holidays, and other accrued time off.

ARTICLE 17

LAYOFF PROCEDURE

1. Definition of Layoff. A layoff is defined as a temporary separation from employment.

2. Unit Status. Laid off firefighters who are appointed to the Middleborough Call Fire Department shall not be members of the bargaining unit represented by M.P.F.A./I.A.FF/P.F.F.M. Local 3653

3. Order of Layoffs. Layoffs resulting from a reduction in force shall be made in inverse order of seniority, as seniority is determined under Article 2, Section 1 of the parties' current collective bargaining agreement.

4. Alternative Appointment. Employees on layoff status shall, upon request, be appointed to the Middleborough Call Fire Department on the effective date of their layoff with the status of Reserve Fire Fighters. Only laid off permanent firefighters shall be designated as Reserve Fire Fighters and respond to calls twenty-four (24), seven (7) days a week.

5. Callback Opportunities. If no one on the standby list and no other permanent firefighter is available for a callback under Article 12, Section 1, then Reserve Fire Fighters shall be called before any other persons. If no permanent firefighter is available for a work detail under Article 12, Section 1, then Reserve Fire Fighters shall be offered the detail before it is assigned, on a mandatory basis, to a permanent firefighter.

6. Compensation. Laid off permanent firefighters who are appointed to the Call Fire Department shall receive the same pay and benefits as other employees of the Call

Fire Department and shall not receive any pay or benefits under the parties' collective bargaining agreement.

7. Conversion of Current Benefits. Employees being laid off shall be paid, on or before the date of the layoff, for all unused holiday leave and vacation leave standing to their credit at the time of layoff.

8. Recall. Prior to utilizing any other method of filling vacancies in the bargaining unit, laid off employees shall be recalled in order of seniority. The recall rights provided in this section shall be effective for a three (3) year period from the date of the layoff, unless modified by the parties under Section 9 below. Upon being recalled, the employee shall regain the full amount of seniority and accrued sick leave standing to his credit at the time of layoff.

9. Re-opener. One year after the date of layoff, the Union may reopen this Agreement for the purpose of negotiations concerning an extension of the recall period, or severance pay, or both such matters.

10. Entire Agreement. This Agreement sets forth the complete and entire Agreement of the parties and concludes collective bargaining on the subject of layoffs.

11. Enforcement. Sections 3 through 10, inclusive, shall be enforceable under the grievance-arbitration provisions of the 1980-82 collective bargaining agreement.

ARTICLE 18

DAY POSITION PERSONNEL

SUBJECT:	Day Position
POSITION TITLE:	Code Enforcement/Fire Prevention Bureau
RANK:	Captain
HOURS:	Forty-two (42) hours per week
	(10 hours and 30 minutes per day, Tuesday- Friday)
WAGES:	Union Contract for Captain base pay
HOLIDAYS:	As per union contract
HOLIDAY PAY:	Eleven (11) hours pay (10 hours and 30 minutes)
VACATION:	Vacation shall consist of one work week (4 days)
	Shall follow union contract Article 5, Section 1

OVERTIME:	Hours worked in excess of the regular tour of duty shall be paid as overtime
DUTIES:	Shall report directly to the Fire Chief and responsible for, but not limited to: Investigation of all fires (origin and cause) Code Enforcement functions/fire prevention bureau Coordinate inspection with inspection personnel Work with JFS personnel Record keeping
QUALIFICATIONS:	Shall be an officer, or have ten (10) years permanent fire fighting experience with Middleborough Fire Department. Shall successfully pass a test administered for this position, as well as a test for promotion to Captain if below that rank. Testing shall follow union contract Article 2, Section 1 (D), format should be certified Fire Investigator (CFI) and should meet State requirements for Fire Inspector at the time of appointment.
EXPERIENCE:	Candidates should be able to fulfill all aspects of duties covered above.

ARTICLE 19

Section 1. Funding

All costs items contained in this Agreement are subject to appropriation as part of the annual appropriation process. If the amount of funds requested by the Selectmen in order to implement fully the cost items contained in this Agreement is not approved, the cost items will be subject to further bargaining between the parties.

Section 2. Duration of Agreement

The terms of this contract shall be in effect from July 1, 2014 – June 30, 2015.

At the request of the Town, the parties will continue to bargain about the terms and conditions under which the Town will employ firefighter-paramedics to enable the Department to provide Town emergency medical services at an ALS/Paramedic level. The bargaining will be done on a schedule to attempt to reach agreement by the deadline for the Town to accept a grant that is necessary to hire personnel to facilitate the Town providing the emergency medical services but neither party waives any rights under M.G.L. c.150E, including the usual statutory provisions for the resolution of contract disputes between the municipality and firefighters.

Notwithstanding the July 1, 2014 – June 30, 2015 term of the Contract, at the request of the Town, the parties will continue to bargain, including during the term, about changing Fire Department dispatching, including without limitation having the work performed by employees outside of the bargaining unit or under a regional dispatching agreement. But, if an agreement on dispatching cannot be reached, neither party waives any right to require the dispute resolution process available through the Joint Labor Management Committee ("JMLC").

Either party wishing to terminate, amend or modify this agreement must notify the other party in writing no more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to the expiration date. Within forty-five (45) days of the receipt of such notification by either party, a conference shall be held between the Board of Selectmen or its designee and the Association Negotiating Committee, for the purpose of such amendment, modification or termination.

TOWN OF MIDDLEBOROUGH BOARD OF SELECTMEN	MIDDLEBOROUGH PROFESSIONAL FIREFIGHTERS I.A.F.F./P.F.F.M. LOCAL 3653
_____	_____
_____	_____

DATED:

DATED:

Atlantic
DESIGN ENGINEERS, INC.

Invoice

For Services Through
7/16 - 7/31/14

Invoice Date:	8/11/2014
Invoice #:	14-8284
Project No.	02518.30

Bill To:

Mr. Charles Cristello, Town Manager
Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346

Description	Hours/Qty	Rate	Amount
Engineering Review & Earth Removal Application (off Plympton St.) - G. Lopes Construction			
PE Eng'g/Plan - Richard Tabaczynski	3	100.00	300.00
Sr. CAD Designer - Shawn Geis	0.5	75.00	37.50
Admin/Technical Support - Rebecca Peduzzi	0.5	45.00	22.50
24 X 36 B&W Print	1	4.00	4.00
11 X 17 Color Print	1	1.50	1.50
Total Reimbursable Expenses		0.00	5.50

If you have a dispute with this invoice please notify us in writing within 14 days.

Project Manager

Total	$365.50
Payments/Credits	$0.00
Balance Due	$365.50

P.O. Box 1051
Sandwich, MA 02563
(508) 888-9282 · FAX 888-5859
email: ade@atlanticcompanies.com
www.atlanticcompanies.com

Atlantic
DESIGN ENGINEERS, INC.

Invoice

For Services Through
7/1 - 7/15/14

Bill To:
Town of Middleborough Charles Cristello, Town Manager Board of Selectmen 10 Nickerson Avenue Middleborough, MA 02346

Invoice Date:	8/6/2014
Invoice #:	14-8247
Project No.	02518.28

Description	Hours/Qty	Rate	Amount
Engineering Review - WRPD - Wankinquoah Rod & Gun Club - Pine Street - Middleborough, MA			
PE Eng'g/Plan - Richard Tabaczynski	3	100.00	300.00
24 X 36 B&W Prints	2	4.00	8.00
Total Reimbursable Expenses		0.00	8.00

If you have a dispute with this invoice please notify us in writing within 14 days.

Project Manager

Total	$308.00
Payments/Credits	$0.00
Balance Due	$308.00

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Atlantic
DESIGN ENGINEERS, INC.

Invoice

For Services Through
7/16 - 7/31/14

Invoice Date:	8/11/2014
Invoice #:	14-8282
Project No.	02518.28

Bill To:

Town of Middleborough
Charles Cristello, Town Manager
Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

Description	Hours/Qty	Rate	Amount
Engineering Review - WRPD - Wankinquoah Rod & Gun Club - Pine Street - Middleborough, MA			
PE Eng'g/Plan - Richard Tabaczynski	2	100.00	200.00

If you have a dispute with this invoice please notify us in writing within 14 days.

Project Manager

Total	$200.00
Payments/Credits	$0.00
Balance Due	$200.00

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www.atlanticcompanies.com

Atlantic
DESIGN ENGINEERS, INC.

Invoice

For Services Through
8/1 - 8/15/14

Bill To:
Mr. Charles Cristello, Town Manager Board of Selectmen Town of Middleborough 10 Nickerson Ave. Middleborough, MA 02346

Invoice Date:	8/29/2014
Invoice #:	14-8352
Project No.	02518.29

Description	Hours/Qty	Rate	Amount
Engineering Review and WRPD Application - Harding Street TIP			
PE Eng'g/Plan - Richard Tabaczynski	18	100.00	1,800.00
Admin/Technical Support - Rebecca Peduzzi	0.5	45.00	22.50
24 X 36 B&W Prints	14	4.00	56.00
11 X 17 B&W Prints	4	1.00	4.00
Total Reimbursable Expenses		0.00	60.00

If you have a dispute with this invoice please notify us in writing within 14 days.

Project Manager

Total	$1,882.50
Payments/Credits	$0.00
Balance Due	$1,882.50

P.O. Box 1051
Sandwich, MA 02563
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www.atlanticcompanies.com

Atlantic
DESIGN ENGINEERS, INC.

September 2, 2014

Mr. Charles Cristello, Town Manager
Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346

RE: Engineering Review – WRPD Application
Harding Street TIP - Middleborough, MA
ADE Project #2518.29

Dear Mr. Cristello:

Enclosed please find our invoice for Professional Services that were rendered on your behalf during our August 1, 2014 through August 15, 2014 billing period.

This invoice reflects completion of our final review, including comments on the Conditions of Approval.

If you have any questions, please do not hesitate to call me at (508) 888-9282.

Sincerely,

ATLANTIC DESIGN ENGINEERS, INC.

Richard J. Tabaczynski, P.E.
Vice President

RJT/rp

P.O. Box 1051
Sandwich, MA 02563
(508) 888-9282 · FAX 888-5859
email: ade@atlanticcompanies.com
www.atlanticcompanies.com

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

September 12, 2014

Mr. Charles J. Cristello, Town Manager
Town Hall, 10 Nickerson Avenue
Middleborough, MA 02346

Subject: **Mitchell Street - Watermain Pipe**

Dear Mr. Cristello:

Sealed quotes for supply of watermain materials for the Water Department's "Mitchell Street Watermain Replacement Project" were opened on September 10, 2014. Five quotes were received and are summarized on the enclosed Quote Tabulation. E.J. Prescott, Inc. of Brockton, MA, submitted the low quote in the total amount of $20,158.85.

We are satisfied that E.J. Prescott, Inc. has the experience and capability to complete the contract. We therefore recommend award of watermain materials supply contract to E.J. Prescott, Inc. We have enclosed a Notice of Award for execution by the Town.

Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:

Richard S. Johnson, P.E.

rsj:RSJ
enc.
cc: Joseph Silva

NOTICE OF AWARD

TO: **E.J. Prescott, Inc.**

159 Manly Street

Brockton, MA 02301

Project Description: **WATERMAIN PIPE – MITCHELL STREET**

The OWNER has considered the Quote submitted by you on September 10, 2014, for the above described Project in response to its Invitation for Written Quotes

You are hereby notified that your Quote has been accepted for the **TOTAL SUM PRICE**

of $20,158.85

You are required by the Specifications to provide certificates of insurance and execute a contract for the work.

Please return an acknowledged ACCEPTANCE OF NOTICE to the OWNER.

Dated this _____ day of _____, 2014.

FOR THE OWNER:

_____

Chairman, Board of Selectmen
Middleborough, MA

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

E.J. Prescott, Inc.

this the _____ day of _____, 2014.

By _____

Title _____

AMORY ENGINEERS, P.C.
DUXBURY, MASSACHUSETTS

TABULATION OF QUOTES
Watermain Pipe- Mitchell Street
Middleborough Water Department
Middleborough, MA
Quote Opening - September 10, 2014

9/10/2014
By: PJM
Checked: RSJ

				E.J. Prescott Inc.		The Vellano Corporation		Water Works Supply Corp.		John Hoadley & Sons, Inc		HD Supply Waterworks	
				Brockton, MA		Bridgewater, MA		Malden, MA		Rockland, MA		Dedham, MA	
Item	Description	Quantity		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	**Ductile Iron Water Main**												
1a	8-in. Ductile Iron Watermain	980	linear feet	18.60	18,228.00	19.16	18,776.80	19.38	18,992.40	19.45	19,061.00	23.79	23,314.20
1b	6-in. Ductile Iron Watermain	40	linear feet	13.25	530.00	14.16	566.40	13.91	556.40	14.20	568.00	17.07	682.80
2	**Ductile Iron Watermain Fittings**												
2a	8-in. x 8-in. DI Tee	2	each	204.23	408.46	332.68	665.36	350.35	700.70	348.00	696.00	335.49	670.98
2b	8-in. x 6-in. DI Anchor Tee	2	each	197.38	394.76	288.57	577.14	297.44	594.88	294.00	588.00	297.00	594.00
2c	8-in. 11-1/4 degree DI Bend	1	each	99.38	99.38	185.82	185.82	195.20	195.20	194.00	194.00	186.53	186.53
2d	8-in. 45 degree DI Bend	2	each	111.03	222.06	197.22	394.44	207.45	414.90	206.00	412.00	198.29	396.58
2e	8-in. DI Cap	1	each	59.63	59.63	102.63	102.63	107.97	107.97	107.00	107.00	103.30	103.30
2f	8-in. DI Solid Sleeve	2	each	108.28	216.56	194.54	389.08	204.49	408.98	203.00	406.00	195.52	391.04
	Calculated Total:				**$ 20,158.85**		**$ 21,657.67**		**$ 21,971.43**		**$ 22,032.00**		**$ 26,339.43**

AMORY ENGINEERS, P.C.
DUXBURY, MASSACHUSETTS

TABULATION OF QUOTES
Watermain Pipe- Mitchell Street
Middleborough Water Department
Middleborough, MA
Quote Opening - September 10, 2014

9/10/2014
By: PJM
Checked: RSJ

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				Brockton, MA		Bridgewater, MA		Malden, MA		Rockland, MA		Dedham, MA	
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2	**Ductile Iron Watermain Fittings**												
2a	8-in. x 8-in. DI Tee	2	each	204.23	408.46	332.68	665.36	350.35	700.70	348.00	696.00	335.49	670.98
2b	8-in. x 6-in. DI Anchor Tee	2	each	197.38	394.76	288.57	577.14	297.44	594.88	294.00	588.00	297.00	594.00
2c	8-in. 11-1/4 degree DI Bend	1	each	99.38	99.38	185.82	185.82	195.20	195.20	194.00	194.00	186.53	186.53
2d	8-in. 45 degree DI Bend	2	each	111.03	222.06	197.22	394.44	207.45	414.90	206.00	412.00	198.29	396.58
2e	8-in. DI Cap	1	each	59.63	59.63	102.63	102.63	107.97	107.97	107.00	107.00	103.30	103.30
2f	8-in. DI Solid Sleeve	2	each	108.28	216.56	194.54	389.08	204.49	408.98	203.00	406.00	195.52	391.04
	Calculated Total:				**$ 20,158.85**		**$ 21,657.67**		**$ 21,971.43**		**$ 22,032.00**		**$ 26,339.43**