

MEMORANDUM OF AGREEMENT

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between

TOWN OF ANDOVER

and

ANDOVER FIREFIGHTERS UNION LOCAL 1658, IAFF

Effective July 1, 2010 through June 30, 2011

This Memorandum of Agreement between the parties is for the one-year period July 1, 2010 through June 30, 2011. The terms of the Collective Bargaining Agreement in effect during the period July 1, 2007 through June 30, 2010, shall be incorporated into this Memorandum with no changes in wording except for the Duration clause (Article 32) and with no increase to the salary schedule in place on June 30, 2010.

ARTICLE 32 (DURATION) shall be amended to read as follows:

This Memorandum of Agreement shall be effective July 1, 2010 and shall continue in full force and effect until and including June 30, 2011, or until such time as a new Agreement is reached. Notwithstanding the foregoing, the Union recognizes that absent corrective legislation or a change in the law, the Boston Housing Authority decision of the Supreme Judicial Court issued October 22, 2010, may limit the evergreen aspect of this Duration clause.

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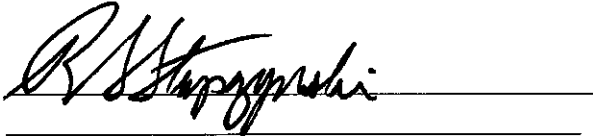
Executed this 27 day of May, 2011.

TOWN OF ANDOVER
FIREFIGHTERS

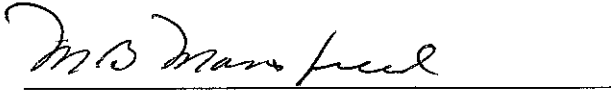
ANDOVER

LOCAL 1658, IAFF

By its authorized representatives



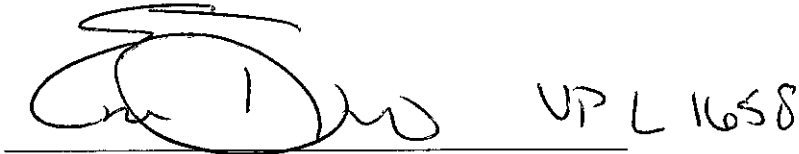
Reginald S. Stapczynski,
Town Manager



Michael Mansfield, Fire Chief



Thomas H. Agnew Pres. L 1658



VP L 1658

COLLECTIVE BARGAINING AGREEMENT



between

TOWN OF ANDOVER

and

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 1658, AFL-CIO

JULY 1, 2007 – JUNE 30, 2010

TABLE OF CONTENTS

| | |
|---|----|
| ARTICLE 1 – RECOGNITION | 2 |
| ARTICLE 2 – MANAGEMENT RIGHTS | 2 |
| ARTICLE 3 – NO STRIKES | 2 |
| ARTICLE 4 – GRIEVANCE AND ARBITRATION | 3 |
| ARTICLE 5 – UNION DUES AND AGENCY SERVICE FEE | 5 |
| ARTICLE 6 – NONDISCRIMINATION AND COERCION | 5 |
| ARTICLE 7 – CIVIL SERVICE | 6 |
| ARTICLE 8 – REGULAR HOURS OF WORK | 6 |
| ARTICLE 9 – OVERTIME | 7 |
| ARTICLE 10 – UNION REPRESENTATIVES | 9 |
| ARTICLE 11 – HOLIDAYS | 10 |
| ARTICLE 12 – VACATIONS | 11 |
| ARTICLE 13 – TERMINAL LEAVE | 12 |
| ARTICLE 14 – INJURY LEAVE | 13 |
| ARTICLE 15 – PERSONAL LEAVE | 13 |
| ARTICLE 16 – SICK LEAVE | 14 |
| ARTICLE 17 – SPECIAL LEAVE | 16 |
| ARTICLE 18 – FUNERAL LEAVE | 16 |
| ARTICLE 19 – ALLOWED LEAVE. | 16 |
| ARTICLE 20 – HEALTH AND WELFARE. | 17 |
| ARTICLE 21 – WAGES | 18 |

| | |
|--|----|
| ARTICLE 22 – EDUCATION PAY | 22 |
| ARTICLE 23 – MISCELLANEOUS | 24 |
| ARTICLE 24 – HEALTH INSURANCE | 25 |
| ARTICLE 25 – CLOTHING ALLOWANCE | 26 |
| ARTICLE 26 – JOB POSTING AND BIDDING | 27 |
| ARTICLE 27 – WORK IN A HIGHER CLASSIFICATION | 30 |
| ARTICLE 28 – PAID DETAILS | 30 |
| ARTICLE 29 – UNION/MANAGEMENT COMMITTEE | 32 |
| ARTICLE 30 – STABILITY OF AGREEMENT | 32 |
| ARTICLE 31 – FAMILY LEAVE | 33 |
| ARTICLE 32 – DURATION | 36 |
| APPENDIX A | 37 |

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF ANDOVER

and

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1658, AFL-CIO**

This Agreement entered into by the Town of Andover, hereinafter referred to as the employer, and Local 1658, International Association of Firefighters, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION

Section 1.1 The employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, standards of productivity and performance, and other conditions of employment for all employees of the fire department, excluding the Chief .

Section 1.2 The employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

Section 1.3 The employer and the Union agree that unit work will be for bargaining unit members only.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 Subject to the express, specific provisions of this agreement, the Town of Andover and its Fire Chief, Town Manager and the Board of Selectmen retain all the rights and authority they had prior to signing of this agreement to control the Fire Department to determine policy and the methods and means by which the operations of said department are to be carried on; to establish reasonable rules and regulations, and direct the members of the Fire Department.

Section 2.2 The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects whether or not included in this Agreement.

ARTICLE 3 - NO STRIKES

Section 3.1 The Union on its own behalf and on behalf of each of the members it represents hereby agrees and covenants that it will not authorize, approve, participate, or in any way encourage any strike, work stoppage, slowdown, "sick-out" or the withholding of services, including extra hour services, from the employer, the Town of Andover.

Section 3.2 Any member who participates in the unlawful actions set forth in paragraph one shall be subject to disciplinary action up to and including discharge.

ARTICLE 4 -GRIEVANCE AND ARBITRATION

Section 4.1 A grievance is a claim or dispute based upon the interpretation or application of any provision of this agreement or amendments hereto executed in accordance with the provisions of Article 30, (Stability of Agreement)

Section 4.2 A grievance shall be processed in the following manner:

Step 1. The Union Stewards and/or representatives, not to exceed two, with or without the aggrieved member, or the member themselves, shall take up the grievance orally with the member's immediate supervisor, (the Shift Commanders, or in the case of Deputy Chiefs, Step 1 will be with the Chief). Both parties agree that every possible effort will be made to settle grievances at this step.

Step 2. If the grievance is not resolved at Step 1., it shall be reduced to writing and presented to the Fire Chief or Acting Chief of the Fire Department within fourteen (14) calendar days after the occurrence of the incident on which the grievance is based or when the member first knew or should have known of the incident upon which the grievance is based. The Chief or Acting Chief may hold any hearings he feels are necessary and shall respond to the Union Stewards and/or representatives and aggrieved party in writing within seven (7) calendar days after presentation.

Step 3. If the grievance still remains unresolved, the member or their designated representative may appeal the grievance in writing to the Town Manager or his designee within seven (7) calendar days after the response of the Chief or Acting Chief of the department is due setting forth in detail the specific reasons for the appeal and the specific section of the contract which remained unresolved or in violation. The Town Manager or his designee shall respond in writing within seven (7) calendar days. If the Town Manager or his designee is absent for any reason within the said seven (7) calendar days, or any part thereof, then the time for response shall be extended for a period of seven (7) calendar days beyond the period of absence. If no response is forthcoming within the period of time specified, then the Union may proceed forthwith to Step 4.

Step 4. If the grievance remains unresolved, the Union, and only the Union, shall, within fifteen (15) calendar days, after the Step 3 answer or date on which said answer is due, have the right to submit the matter to arbitration. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the Town Manager demanding arbitration.

Where the parties are unable to mutually agree on an arbitrator, the Union shall forward its request for arbitration to the American Arbitrator Association, copy to the Town Manager, and the grievance shall be processed pursuant to the then existing rules of procedure of the American Arbitration Association. The costs of the arbitrator's services and any fees of the American Arbitration Association shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, subject to the provisions

of General Laws, Chapter 150C, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement.

Section 4.3 Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the arbitration provisions of this Agreement:

- a. Any matter of policy or management rights reserved to the Town by this Agreement.
- b. Any matter that is outside the express terms of this Agreement. Any member or group of members may process disputes other than grievances as defined herein up to and including Step 3 of this grievance procedure.
- c. Any matter involving the discipline or discharge of a probationary member. The probationary period for members hired after the execution of this Agreement shall commence on date of initial employment. Midway through the probationary period, the Chief, after consulting with an member's superior officers, will inform a probationary member as to the likelihood of successful completion of the probationary period and point out any areas of needed improvement. This conference procedure and substantive judgments expressed therein shall not be subject to the grievance and arbitration provisions of this agreement. Said mid-probation evaluation shall not preclude more frequent evaluations of members during the probationary period.
- d. Failure of the employer to request a renewal or extension of a provisional appointment.
- e. Appointment by the employer of a permanent employee in accordance with Civil Service laws, rules and regulations shall not be deemed discipline or discharge hereunder.
- f. Any matter involving the suspension, dismissal, removal, or termination of any member who has completed his probationary period unless the member and the Union elect arbitration as the exclusive remedy pursuant to General Laws, Chapter 150E, Section 8.
- g. Where an election is made in favor of arbitration, a just cause standard will apply.

Section 4.4 Time Limits. A grievance shall be deemed waived unless submitted at each step by the aggrieved member and/or their Union representative within the time limits provided herein. The parties may mutually agree to extend any of the time limits specified herein. Any oral agreement shall be confirmed in writing.

ARTICLE 5 - UNION DUES AND AGENCY SERVICE FEE

Section 5.1 During the life of this Agreement and in accordance with the terms of the Form of Authorization for check-off of dues hereinafter set forth, the employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and will remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Section 5.2 Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become and remain a member in good standing of the bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be deducted monthly.

Section 5.3 The Union agrees to indemnify the Town for damages or costs in complying with this article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate or part of the service payment remains in dispute, however, the Town will place into an interest-bearing escrow account on a monthly basis the amount of the agency fee which shall be disbursed as appropriate upon resolve of the matter.

Section 5.4 The employer agrees to deduct Andover Firefighters Relief Association dues from the pay of each employee and will remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had dues deducted. Such remittance shall be made by the tenth day of the succeeding month.

ARTICLE 6 - NONDISCRIMINATION AND COERCION

Section 6.1 Neither the Union nor the Town shall discriminate against any employee based on race, creed, color, sex, sexual orientation, age, marital status or membership or non-membership in the Union. Employees shall be protected in the exercise of their rights under Chapter 150E or under this agreement.

Section 6.2 The provisions of this article shall not preclude requiring non-union members to pay a service fee pursuant to Article 5 of this agreement and in accordance with General Laws, Chapter 150E, Section 12.

ARTICLE 7 - CIVIL SERVICE

Section 7.1 The employer and the Union shall recognize and adhere to all Civil Service and State labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals, demotions and suspensions, when and where applicable.

Section 7.2 The Union reserves the right to represent employees under any such established procedure so long as the employees elect said procedure as the exclusive remedy and provided further, the employee elects Union representation.

Section 7.3 Layoff. If any employee is laid off because of lack of money, such employee shall be placed on paid leave to the extent that he has vacation and shall remain on such paid leave until such leave is exhausted. His/her name shall be placed on a rehire list for five (5) consecutive years and shall carry their accrued sick leave while on the re-hire list.

Section 7.4 No permanent employee in the bargaining unit shall be laid-off so long as a probationary employee remains on active employment within the department. The Town shall retain the right to determine the composition of the work force of the department in all regards at all times.

Section 7.5 Hires and Re-hires. No temporary or probationary employee within the bargaining unit shall be hired as a new employee so long as there remains a former employee of the bargaining unit on a re-employment list as contemplated by Chapter 31, Section 40. A rehire list shall continue for five (5) consecutive calendar years from the date of layoff. The Town shall retain the right to determine the composition of the work force of the department in all regards at all times.

ARTICLE 8 - REGULAR HOURS OF WORK

Section 8.1 The regular hours of work each day shall be consecutive.

Section 8.2 The standard work week shall be an average of forty-two (42) hours, (excluding the Fire Prevention Division).

Section 8.3 The regular work schedule in fire suppression (excluding the Fire Prevention Division) shall be as follows: The regular work week shall consist of one (1) twenty-four (24) hour tour on duty, followed by one (1) twenty-four (24) hour tour off duty, followed by one (1) twenty-four (24) hour tour on duty followed by five (5) twenty-four (24) hour tours off duty referred to hereinafter as a cycle and shall continue in consecutive cycles to form the regular work year. A twenty-four (24) hour tour shall commence at 0800hrs and end at 0800hrs the following day equating to one (1) workday of twenty-four consecutive hours duration.

- a. It is agreed that during any period the twenty-four hour schedule is in effect, the following guidelines will apply:

Overtime shifts may be filled in increments of ten (10) hour days, fourteen (14) hour nights, or twenty-four (24) hour tours. However, no member may work more than thirty-eight (38) consecutive hours without the prior approval of the Chief or his/her designee. The member who was originally responsible for part of the overtime shift will be responsible for the remainder of the shift if all other members have refused.

Section 8.4 The hours of work for the Fire Prevention Lieutenant shall be from 8:00 A.M. to 6:00 P.M., (10 hour days, 40 hours per week), four (4) days per week, Tuesday through Friday. Holidays falling on or celebrated on days falling within the Tuesday through Friday work schedule shall be repaid by the Lieutenant by working either the Monday preceding the holiday or Monday following the holiday. This position will not be filled with another bargaining unit member who is on a unit during his/her regular tour of duty. Firefighters assigned to the Fire Prevention office will receive the same benefits and stipend as the Fire Prevention Lieutenant. The hours of work for the Fire Prevention Deputy Chief shall be from 8:30 A.M. to 4:30 P.M., Monday through Friday. The hours of work for firefighters assigned to the fire prevention office shall be 0800hrs to 1800hrs, 10 hour days, 4 (four) days per week.

Section 8.5 Nothing in this article shall be interpreted to preclude the Chief of the Department from reassigning personnel from one shift to another within the established work schedule, provided equivalent compensation is provided.

Section 8.6 When a members relief arrives, position for position, he/she may be relieved of duty following permission of the Company Officer or Shift Commander up to one hour before shift change without putting in a written request. More than one hour early relief constitutes a special leave and a written request is required.

ARTICLE 9 - OVERTIME

Section 9.1 All assigned or authorized overtime work performed prior to the scheduled starting time or subsequent to the scheduled time for conclusion of a member's tour of duty shall be paid at the rate of one and one-half (1 1/2) time the member's regular straight time hourly rate, subject to the following:

- a. The regular straight time hourly rate shall be the regular weekly salary divided by forty-two (42).
- b. If duty results in a members working beyond the normal quitting time of their tour of duty, the first fifteen (15) minutes shall not be deemed overtime.
- c. If a member works more than fifteen (15) minutes beyond the normal quitting time but less than thirty (30) minutes of overtime they shall be deemed to have worked thirty (30) minutes of overtime.

- d. If a member works thirty (30) minutes or more overtime, they shall be paid the overtime rate for all time worked. The calculation for overtime pay shall be in increments to the nearest quarter hour.

Section 9.2 Members called in to work for fires or other emergencies for which they are not scheduled to work shall be paid the overtime rate for all such hours worked with a minimum of four (4) hours overtime pay except that where said minimum hours run into the member's regular shift starting time, overtime rates shall be paid only for those hours in advance of the regular shift and straight time rates shall be paid for time worked after the regular shift starting time. It is understood that where the four-hour minimum is in advance of the member's regular shift starting time, the employer may require the member to remain on duty for the full four hour minimum in order to be paid for same.

Section 9.3 The Town shall continue to assign overtime in accordance with the present draft system, which is as follows:

- a. The Shift Commanders shall be responsible for maintaining all records required for the proper operation of this plan.
- b. Overtime shall be offered initially on a seniority rotation basis. As the list progresses, overtime shall be offered first to the Firefighter with the lowest number of cumulative hours on the master list, except where an EMT is required.
- c. Overtime work shall be offered first to the unit on duty immediately preceding the Shift in which the overtime work will be available. Thereafter, if all overtime during any one shift cannot be filled from the Firefighters from the unit on duty immediately preceding the shift the overtime work may be offered to Firefighters of any unit. However, in the event a person willing to accept an assignment on a voluntary basis cannot be found, the original person on the master list shall be held responsible for filling the overtime tour.
- d. In the event that an EMT is required, all other Firefighters shall be jumped and the EMT's in the unit offered the overtime work beginning with the EMT with the lowest number of cumulative hours on the master list.
- e. As each firefighter is offered overtime, they shall be charged on the master list for the full number of overtime hours offered, whether worked or not. However, firefighters will not be charged for more than one refusal per shift. If necessary to draft a firefighter from a unit not then on duty the firefighter who accepts the draft will be charged for the hours worked; the firefighter who refuses will not be charged. All overtime hours worked other than emergency call-backs by any member shall be charged on the master list. A firefighter shall be charged on the master list for overtime hours refused if they are absent by reason of a direct refusal, not to include a refusal because he/she is on approved or scheduled to work an approved special leave, attending an approved EMT class, outside

detail, sick leave with doctors note, disability leave, vacation, personal or allowed leave or any approved instructional class during that overtime period.

- f. When a recruit firefighter joins a unit, whether provisional or permanent in the Andover Fire Department, they will be ineligible for overtime during their first thirty (30) days. After the first thirty (30) days, they will assume high hours of the unit and then fall into the draft rotation.
- g. All units shall begin a clean draft master list for all bargaining unit members January 1st of each year.
- h. Any firefighter detailed to the Fire Academy for other than recruit training upon satisfactory completion of the program, will be given priority in the draft procedure to make up for overtime shifts missed during the program. Upon satisfactory completion of the program, per diem cost reimbursement for out-of-pocket expenses of rooms and mileage shall be made in a prearranged amount as authorized in advance by the Chief and the Training Officer.
- i. Any firefighter who is transferred to another unit will assume high hours in their rank of this new unit on the tour they begin on this new unit.
- j. Firefighters working an overtime draft who are asked to work additional overtime drafts will only be charged for hours worked. In such cases there will be no charge for refusals. If the positions cannot be filled according to procedure, the bargaining unit members already working, will be responsible to fill the positions required.
- k. Lieutenants and Deputy Chiefs attending officer's meetings who are not on duty at the time of the officer's meeting will be paid a minimum of two (2) hours overtime for their attendance. If the meeting extends beyond two (2) hours, they will be paid the overtime rates for the entire meeting.
- l. All Fire Prevention personnel shall be paid for all time spent outside of his/her regular shift at time and one-half (1-1/2) overtime rate, for a minimum of four (4) hours.
- m. The bargaining unit member in the F.P.O. will be offered overtime only after all other bargaining unit members who are assigned to a unit, both on and off duty, have been offered the overtime. This position will not be used as a means to eliminate overtime for any bargaining unit members.

ARTICLE 10 - UNION REPRESENTATIVES

Section 10.1 A written list of Union Stewards and other representatives shall be furnished to the Town and updated as appropriate. No more than two (2) representatives at any one time shall be granted time during working hours to investigate and settle grievances, or appear at the Labor Relations Commission or the Joint Labor-Management Committee, provided, however, said

representatives shall request prior approval from the Chief or his or her designee. Such approval shall not be unreasonably withheld.

Section 10.2 A Union Negotiating Committee of up to three (3) members of the bargaining unit, and the President or Secretary, will be allowed time off to attend bargaining sessions including mediation, fact finding and final offer arbitration or meeting at the Joint Labor Management Committee. The Union shall attempt to minimize the Town's costs in compliance with this article. Employees of the Negotiating Committee are expected to work that portion of their scheduled tour of duty which does not conflict with the actual bargaining or other session at which Union representation is necessary.

Section 10.3 Effective July 1, 1995, a total of 240 hours with pay each calendar year may be used by the Union for purposes of having official representatives attend the International Association of Firefighters and State Professional Firefighters Conventions and to attend the P.F.F.M. meetings or seminars run by the P.F.F.M. or the I.A.F.F. or any other union business, provided that the Union shall request in writing leave for the purpose of conducting Union business designating each representative by name and who shall attend. It is understood that for each representative in attendance a separate day will be charged pursuant to the provisions of this article. If no overtime results from these requested Union days off then such days off shall not be charged against the Unions total. Members holding an elected or appointed position in the P.F.F.M. or the I.A.F.F. shall be allowed time off with no loss of benefits or pay. This time will not be charged to the local union's total.

Section 10.4 Members of the bargaining unit while on Union business with permission from the Union President or his/her designees will be exempt from the draft.

ARTICLE 11 - HOLIDAYS

Section 11.1 The following days shall be considered to be paid holidays: New Year's Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day.

Section 11.2 Holiday pay shall be one-fourth (1/4) or twenty-five percent (25%) of the member's weekly salary, it shall be paid to each employee over and above their weekly salary, whether they worked the holiday, were on vacation, emergency leave, injury leave, ordered military, allowed leave, family leave, or excused absence, which includes approved sick or funeral leave.

Section 11.3 Bargaining unit members being recognized on Founders Day who are scheduled to work will be relieved of duty at 1700hrs on allowed leave to attend.

ARTICLE 12 - VACATIONS

Section 12.1 Employees covered by this agreement shall be entitled to the following vacation plan beginning July 1, 1994 and are governed by the rules herein:

After one (1) year of continuous service - 96 Hours
After five (5) years of continuous service - 144 Hours
After ten (10) years of continuous service - 192 Hours
After fifteen (15) years of continuous service - 240 Hours

Section 12.2 Members shall not take vacation the eve, day or the night shifts of the following: Thanksgiving, Christmas, and New Years. The exception is New Years Eve, where only the 10 hour portion (DAY) on the eve can be taken off with vacation or personal time.

Section 12.3 In order to provide an adequate firefighting force for the protection of life and property under normal conditions, the total number of members allowed off at any one time shall be fourteen (14) in fire suppression. A separate vacation tour shall start at 8:00 a.m. of the day posted and end at 8:00 a.m. the following day. Members may carryover annually not more than fourteen (14) hours of vacation to the next fiscal year, not to exceed the ninety-six (96) hours as stipulated in Section 12.12.

Section 12.4 The Town reserves the right through the Chief with the approval of the Town Manager to reduce the number of bargaining unit members on vacation at any one time in order to maintain an adequate firefighting force for the protection of life and property during unusual emergencies. An example of such an emergency would be numerous or prolonged absences due to sick leave(s) or disability leave(s).

Section 12.5 Vacations will be chosen by rank and seniority-in-rank. Identical seniority dates will be decided by Civil Service mark or members order on the list.

Section 12.6 Employees of the bargaining unit may take vacation with one hours notice by telephone for any individual day/night vacation tours.

Section 12.7 Employees will be entitled to the full number of hours earned for the fiscal year. Vacations will be chosen by seniority prior to January 1st each year. After January 1st vacation will be chosen on a first serve basis.

Section 12.8 The vacation schedule for the Fire Prevention Personnel shall be separate from the schedule of members assigned to units. The vacation schedule for Fire Prevention Personnel will reflect the appropriate number of hours of vacation earned according to the formula in the contract under Section 12.1. This position will not be included in the formula for the total number of members allowed off duty. The remaining rules regarding vacation according to the contract remain in effect where applicable. The Fire Prevention personnel shall be entitled to the hours of vacation applicable in Section 12.1

Section 12.9 The Shift Commanders will be responsible for the posting of vacation and dating of same on the bulletin board at Central Station, along with their initials.

Section 12.10 Advance vacation pay requests must be submitted in writing to the Shift Commander of one's unit at least two (2) weeks in advance of the pay day one wishes to receive their check. Requests must be signed by the individual and include the vacation period dates and the date of the pay day one wishes to receive payment.

Section 12.11 Upon termination of active employment, the member will receive payment on a pro-rata basis equal to the amount of vacation pay he would have been entitled to had termination not occurred. If termination is caused by death, this payment will be made to the member's beneficiary.

Section 12.12 A member of the bargaining unit may carryover not more than ninety-six (96) hours of vacation from one fiscal year to the next fiscal year not to accumulate, effective on the date of the Arbitration Award. (Prior to said date, the carryover shall be no more than forty-eight (48) hours.) In order to be eligible for this carryover program, bargaining unit members shall not utilize more than eighty-four (84) hours of sick leave from July 1st to June 1st in any fiscal year. Requests for such carryover of vacation shall be filed with the Chief or his or her designee, on or before June 15th.

ARTICLE 13 - TERMINAL LEAVE

Section 13.1 An employee of the Town of Andover who becomes eligible for retirement under the State Retirement System and terminates their employment with the Town shall be entitled to pay for that portion of their accumulated sick leave, as follows:

- a. An employee shall be entitled to one hundred twenty (120) working days after thirty years of service. The weekly calculation shall be based on a five-day duty week. Accumulated days above one hundred twenty (120) will be paid at the following rate: Days 121 to 160 will be paid at a rate of 25%. Days 161 and above will be paid at a rate of 50%.
- b. An employee with less than thirty (30) years of service for the Town shall receive five (5) working days terminal leave for each year of service matched against his/her accumulated sick leave up to 120 days. If the member has accumulated days above one hundred twenty (120), each day will be paid at the following rate: Days 121 to 160 will be paid at a rate of 25%. Days 161 and above will be paid at a rate of 50%. Payment for days over one hundred twenty (120) requires an employee to give one full year's notice of retirement.
- c. For the purposes of this section, employees hired prior to July 1, 2008 will have their accumulated sick leave days valued at the rate of pay in effect on the day of their retirement, and employees hired on or after July 1, 2008 will have their accumulated sick leave days valued per Section 16.1.

Section 13.2 Upon cessation of active employment, that is, during the terminal leave period, the retiring member shall not continue to accumulate sick leave, vacation, holidays, or any other benefits.

Section 13.3 Upon death, any benefits inuring to a member such as terminal leave, vacation, holiday pay, sick leave and personal leave, shall accrue to the member's beneficiary.

Section 13.4 Upon disability retirement, any benefits inuring to a member such as terminal leave, vacation, holiday pay, sick leave and personal leave, shall accrue to the member or to the member's beneficiary.

ARTICLE 14 - INJURY LEAVE

Section 14.1 Payments to members who are injured in the line of duty shall be in accordance with the General Laws of the Commonwealth of Massachusetts.

Section 14.2 The Town reserves the right to have any member who is absent on 111F benefits examined by the Town physician prior to that member returning to duty in the Andover Fire Department. Any dispute regarding any member's fitness to return to duty may become subject to the Grievance and Arbitration procedures of this Agreement.

ARTICLE 15 - PERSONAL LEAVE

Section 15.1 In each fiscal year members shall be allowed twenty-four (24) hours personal leave as an independent benefit.

Section 15.2 No more than fourteen (14) personnel of the Fire Suppression Unit may be out at any one time, (excluding disability or sick leave), without the expressed and written approval of the Chief of the Department:

Section 15.3 Personal leave shall be administered in accordance with the following:

- a. Except in an emergency preventing sufficient advance notice, one (1) hour's notice by telephone shall be given of the intention to take a personal day.
- b. Employees shall not take personal days the eve, the day or the night shifts of the following: Thanksgiving, Christmas or New Year's.
- c. Except in an emergency, one (1) shift notice of cancellation of a personal day previously declared shall be given by the employee. If notice of cancellation of a personal day is given in less than one shift, the member shall be considered to have taken that personal day with no compensation.

- d. Personal leave will be accrued at 12 hours per personal day to be taken in either 10, 14 or 24 hour increments.

Section 15.4 All bargaining unit members will be awarded one additional personal day for any consecutive six-month perfect attendance. Vacation, personal day, allowed leaves, special leaves, Union business and military or funeral leaves shall not be counted against perfect attendance. Any member on 111F injury leave will not have said time credited toward this benefit.

ARTICLE 16 - SICK LEAVE

Section 16.1 Employees hired prior to July 1, 2008 shall be credited with sick leave at the rate of sixteen (16) hours for each month of service. Employees hired on or after July 1, 2008 shall be credited with sick leave at a rate of fourteen (14) hours for each month of service. Employees hired after July 1, 2008 will have their sick leave hours permanently valued at the member's hourly rate in effect as of the first payroll of each calendar year. Any sick leave used or sold back during the course of the year will be deducted from the member's accumulated sick leave balance in the order of newest to oldest days earned.

Section 16.2 Sick leave shall be used only for the necessary absence of a member as the result of their own sickness or injury, provided, however, should an emergency arise and someone in the member's immediate family, as hereafter defined, becomes sick or ill, the member may be excused from work, not to exceed one (1) day for each occurrence to be charged against their accumulated sick leave, for the purpose of rendering emergency assistance to the sick or ill member of the member's family. The Town may require a doctor's certificate substantiating that such illness exists. Any member may use up to an additional twelve (12) weeks sick leave for a family emergency or tragedy, after discussion with the chief of the department. The Chief and the Union may agree to extend this time. This time will be in addition to the Federal Family and Medical Leave Act and the Massachusetts Family Leave Act. Said member will be paid for sick leave time that he or she has accumulated. Said sick leave shall be charged against the members sick leave balance. Any member who becomes pregnant may use up to twelve (12) months sick leave for the pregnancy or related issues after discussion with the Chief of the Department. The Chief and the Union may agree to extend this time. This time will be in addition to the Federal Family and Medical Leave Act and the Massachusetts Family Leave Act. Said member will be paid for sick leave that has been accumulated. Said sick leave shall be charged against the members sick leave balance.

Section 16.3 When a bargaining unit member has to leave work due to sick leave, (as defined in 16.2), the members sick leave record will be charged only those hours absent.

Section 16.4 Immediate family is defined as spouse, children, step-children, mother, step-mother, father, step-father, brothers, sisters, mothers and father-in-law, brothers and sisters-in-law, grandparents or grandparents-in-law, significant other or other relatives who reside permanently with the employee.

Section 16.5 Any member absent due to sick leave on Christmas, New Year's or Thanksgiving shall be required to bring in proof of illness. If a pattern of sick leave exists of which the member has been warned, the Town may take appropriate disciplinary action following an investigation by the Town Manager or his or her designee.

Section 16.6 Any member who is absent due to sick leave for more than two (2) consecutive twenty-four hour tours shall prior to returning to work submit a completed return to work form signed by his/her attending physician which stipulates that the physician asserts that the particular bargaining unit member is fit to return to full firefighting duties. A sample of this form can be found in Appendix "A" of this Agreement.

Section 16.7 Any member of the Fire Department whose sick leave has run out may have his/hers duty tours covered at no expense to the Town by permanent members of this Fire Department of the same or superior rank, provided same has been approved in advance by the Chief of the Department, and any member whose sick leave has run out and who is a member of the sick leave bank may use benefits of said bank.

Section 16.8 Effective July 1, 2009, members of the bargaining group may sell back sick leave each December in accordance with the following provisions:

- a. Members with a minimum accumulated sick leave balance of six-hundred (600) hours, and who have not utilized more than twenty-four (24) hours of unexcused sick leave, may sell back up to sixty-four (64) hours of sick leave.
- b. Members with a minimum accumulated sick leave balance of one-thousand (1,000) hours, and who have not utilized more than forty-eight (48) hours of unexcused sick leave, may sell back up to one-hundred and twenty-eight (128) hours of sick leave.
- c. Members with a minimum accumulated sick leave balance of eighteen-hundred (1,800) hours, and who have not utilized more than seventy-two (72) hours of unexcused sick leave, may sell back up one-hundred and ninety-two (192) hours of sick leave.

For the purposes of this section, the cutoff date for the qualifying thresholds for minimum sick leave balance and maximum sick leave utilization will be November 1st of each year. Sick leave hours sold back will be at the member's regular rate of pay and will be paid no later than the second pay period in December. "Unexcused sick leave" is defined as sick leave that the Chief has determined to be unsubstantiated (e.g., lack of a physician's certification) or demonstrates a pattern of abuse.

Section 16.9 Family and Medical Leave Act: Notwithstanding any conflicting provision of the Agreement, where an employee requires time off due to the serious illness of an immediate family member or other qualifying FMLA event, he/she will be entitled to a maximum of 12 weeks (26 weeks to care for a seriously ill or injured military service member) of unpaid FMLA leave. The Town may designate such leave as an FMLA leave, whether requested by the employee or not, and deduct from accumulated sick time, vacation or other accrued time to pay for what otherwise would be an unpaid leave.

ARTICLE 17 - SPECIAL LEAVE

Section 17.1 Members may be granted special leave with pay for any assigned tour provided they are able to secure another member to work in their place. This leave is to be used for personal and good reason and shall be approved by the Chief or his or her designee provided:

- a. Such substitution imposes no additional cost or hardship on the Town; and
- b. At least one (1) shift's notice is given to the Chief or his or her designee provided time is available.

Section 17.2 Members will be allowed to use twelve (12) special leaves in any one fiscal year without a given reason. All additional special leaves must state the reason for the leave. The Chief shall not unreasonably withhold approval of special leaves.

Section 17.3 Neither the Union nor the Town shall be held responsible for enforcing any agreement between the members pursuant to this article.

Section 17.4 Special leave may be used to extend a vacation, or in succession, provided no cost or inconvenience is forced upon the department, subject to the approval of the Shift Commanders.

Section 17.5 Shift Commanders may approve special leaves for a full or partial shift at any time if the member has secured a qualified replacement.

ARTICLE 18 - FUNERAL LEAVE

Section 18.1 In the event of a death in the immediate family of a member, he/she shall be entitled to not more than five (5) consecutive calendar days including the day of the loss. This leave will be without loss of pay for the purpose of making necessary arrangements for and to attend funeral or memorial services. Said leave shall not be charged to sick or vacation leave.

Section 18.2 Immediate family is defined as spouse, children, step-children, mother, step-mother, father, step-father, brothers, sisters, mothers and father-in-law, brothers and sisters-in-law, grandparents or grandparents-in-law, significant other or other relatives who reside permanently with the employee. Funeral leave beyond the day of burial shall be taken with the approval of the Chief or his/her designee only.

ARTICLE 19 - ALLOWED LEAVE

Section 19.1 Time off may be taken by bargaining unit members under allowed leave in order to attend ordered military training, outside department training, haz-mat training, original EMT certification, Union business time as outlined in Article 10, Section 10.3 or other required time

off not covered under the various sections of this Agreement. Allowed leave time off shall not be deducted from sick leave, vacation leave or other benefits.

Section 19.2 Allowed leaves shall be granted for the number of hours of class attendance required, together with time to travel to and return from the training site.

Section 19.3 Members released from duty on allowed leaves shall be paid at the straight hourly rate of pay for all leaves granted.

Section 19.4 Members requesting allowed leaves must submit their requests to Shift Commanders at least one tour in advance of the leave time requested.

Section 19.5 Approval of the Shift Commander or the Chief is required.

ARTICLE 20 - HEALTH AND WELFARE

Section 20.1 There shall be established a Joint Safety and Health Committee consisting of two (2) Firefighters and one (1) Fire Officer designated from the bargaining unit by the Union; and three (3) other representatives designated by the Town. This Committee shall meet from time to time for purposes of discussing conditions affecting safety and health, protective clothing and equipment and firefighting techniques.

Section 20.2 The parties agree that the provisions of the above paragraph will in no way be construed as broadening the scope or application of this Agreement unless or until an agreement or other instrument which may result from the discussions shall be reduced to writing and made effective subject to the provisions of Article 30 (Stability of Agreement).

Section 20.3 The Town shall maintain equipment at standards no less than required by law. Members shall continue to perform their usual maintenance functions and will be responsible for reporting deficiencies to their superiors.

Section 20.4 A meeting of the Joint Safety and Health Committee may be called upon 24 hours' notice; the calling member shall present a suggested agenda to the Chief or the Union Safety Committee, as the case may require. Upon agreement of both parties, a meeting may be called on shorter notice.

Section 20.5 The bargaining unit agrees to assist in any rehabilitation programs for any handicapped members.

ARTICLE 21 - WAGES

Section 21.1 The salary increases for the following fiscal years shall be:

| <u>FISCAL YEAR</u> | <u>FROM</u> | <u>TO</u> | <u>AMOUNT</u> |
|--------------------|-------------|-----------|---------------|
| FY-2008 | 7-1-07 | 6-30-08 | 1.50% |
| FY-2009 | 7-1-08 | 12-31-08 | 1.50% |
| | 1-1-09 | 6-30-09 | 2.00% |
| FY-2010 | 7-1-09 | 12-31-09 | 1.50% |
| | 1-1-10 | 6-30-10 | 2.00% |

Section 21.2 Basic wage configuration for bargaining unit members:

FIREFIGHTERS - Base salary - (Does not include EMT-Ed. Incentive-Longevity)

| | <u>P</u> | <u>A</u> | <u>B</u> | <u>C</u> | <u>1% on Base After 25 Years</u> |
|-------------------|----------|----------|----------|----------|--------------------------------------|
| FY-08 Eff. 7/1/07 | 43,584 | 45,791 | 48,125 | 50,592 | 51,099 |
| To 6/30/08 | | | | | |
| FY-09 Eff. 7/1/08 | 44,238 | 46,478 | 48,847 | 51,351 | 51,865 |
| To 12/31/08 | | | | | |
| FY-09 Eff 1/1/09 | 45,123 | 47,408 | 49,824 | 52,378 | 52,902 |
| To 6/30/09 | | | | | |
| FY-10 Eff 7/1/09 | 45,800 | 48,119 | 50,571 | 53,164 | 53,696 |
| To 12/31/09 | | | | | |
| FY-10 Eff 1/1/10 | 46,716 | 49,081 | 51,582 | 54,227 | 54,770 |
| To 6/30/10 | | | | | |

LIEUTENANTS - Base salary - (Does not include EMT-Ed. Incentive-Longevity)
19.50% over Firefighters

| | <u>A</u> | <u>B</u> | <u>1% on Base After 25 Years</u> |
|-------------------|----------|----------|----------------------------------|
| FY-08 Eff. 7/1/07 | 57,511 | 60,458 | 61,063 |
| To 6/30/08 | | | |
| FY-09 Eff 7/1/08 | 58,374 | 61,365 | 61,979 |
| To 12/31/08 | | | |
| FY-09 Eff 1/1/09 | 59,541 | 62,592 | 63,219 |
| To 6/30/09 | | | |
| FY-10 Eff 7/1/09 | 60,434 | 63,531 | 64,167 |
| To 12/31/09 | | | |
| FY-10 Eff 1/1/10 | 61,643 | 64,802 | 65,450 |
| To 6/30/10 | | | |

DEPUTY CHIEFS - Base salary - (Does not include EMT-Ed. Incentive-Longevity) 48.5% over Firefighters

| | | A | 1% on Base after 25 Years |
|-------|-------------|--------|---------------------------|
| FY-08 | Eff. 7/1/07 | 75,131 | 75,883 |
| | To 6/30/08 | | |
| FY-09 | Eff 7/1/08 | 76,258 | 77,021 |
| | To 12/31/08 | | |
| FY-09 | Eff 1/1/09 | 77,783 | 78,561 |
| | To 6/30/09 | | |
| FY-10 | Eff 7/1/09 | 78,950 | 79,739 |
| | To 12/31/09 | | |
| FY-10 | Eff 1/1/10 | 80,529 | 81,334 |
| | To 6/30/10 | | |

ADMINISTRATIVE DEPUTY CHIEF – Base salary – (Does not include EMT-Ed. Incentive-Longevity) 26% over Deputy. This stipend shall be effective July 1, 2003 and, prior to that date, the current stipend shall continue. (At such time the 18% stipend referenced in Article 21.3 will not apply to the Administrative Deputy Chief.)

| | | A | 1% on Base after 25 Years |
|-------|-------------|---------|---------------------------|
| FY-08 | Eff. 7/1/07 | 94,665 | 95,612 |
| | To 6/30/08 | | |
| FY-09 | Eff 7/1/08 | 96,085 | 97,046 |
| | To 12/31/08 | | |
| FY-09 | Eff 1/1/09 | 98,007 | 98,987 |
| | To 6/30/09 | | |
| FY-10 | Eff 7/1/09 | 99,477 | 100,472 |
| | To 12/31/09 | | |
| FY-10 | Eff 1/1/10 | 101,467 | 102,481 |
| | To 6/30/10 | | |

Section 21.3 All Fire Prevention personnel shall receive an additional eighteen percent (18%) stipend on his or her pay, effective at the implementation of the position. The Town will bear all expenses for the Fire Prevention Personnel required to be trained, with the approval of the Chief or his/her designee.

Section 21.4

- a. Members holding valid EMT cards will receive a 6% stipend.
- b. Members serving on the regular Ambulance EMT rotation will receive an additional 1% stipend.
- c. All members hired after 1-1-86 are required to maintain their EMT status as a condition of employment in the Andover Fire Department.
- d. All members shall annually re-certify in the use of defibrillators. The Town will provide and pay for eight (8) re-certification classes, 2 per unit each year. Classes will be scheduled no less than 2 weeks apart. The town will provide and pay for original certification for members.
- e. All EMT's shall maintain certification in the use of epinephrine injectors. The Town will provide and pay for any necessary classes for certification or re-certification.
- f. All assignments to ambulance duty by ambulance EMT's will be by seniority. For the purposes of this section ambulance seniority will be by permanent appointment to the Andover Fire Department as a firefighter. It is the intent that the twenty (20) junior firefighters will serve on ambulance duty. Nothing shall prohibit members from exercising seniority to serve on the ambulance with a maximum of twenty-four (24) firefighters assigned to ambulance duty.
- g. All members of the Department will be encouraged to maintain their EMT status.
- h. Any members of the Department hired prior to 1-1-86 are eligible to drop their EMT status by requesting the same in writing to the Chief. Said request shall be granted provided that adequate certified manpower exists to maintain ambulance service. Adequate manpower is deemed to be the 20 most junior Private Firefighter EMT's. Two (2) full time ambulances will be operated by the Department. This section will not reduce or change Engine or Ladder Company assignments.
- i. All Firefighters with valid EMT cards not assigned to ambulance duty shall be known as "Engine Company EMT's" and shall be paid the 6% stipend. No Engine Company EMT shall be assigned as Ambulance EMT except in an emergency.
- j. The Town will bear all expenses incurred as a result of EMT certification. EMT re-certification shall be up to a cost of \$6.00 per credit hour for all members of the Department. The Chief may grant a waiver for classes which are more expensive based on budget restraints. Course costs will be reviewed each December for

increases in credit hour tuition allowances and costs will be adjusted accordingly. All EMT's will be paid at the time and one-half rate for actual hours spent in their original certification. Any firefighter who voluntarily gives up their certification will not receive salary, tuition payment or overtime to attend these re-certification classes. Upon successful completion the member who re-certifies shall receive the required step pay increase.

- k. Nor shall the Town pay for any expenses to make up for course work failed. Any firefighter who is required to be certified or re-certified as an EMT and fails to achieve the necessary instructional credits for maintenance of their certifications may be terminated by reason of the members failure to obtain certification or re-certification as an Emergency Medical Technician as determined is the sole and exclusive discretion of the Chief of the Department.
- l. All new firefighters hired are required to have obtained his/her EMT card one (1) year from their original employment date unless they are assigned to the Fire Academy or other instructional class prior to going to his/her EMT class, in which case he/she will have one (1) year from the completion of said course to be certified as an EMT, if he/she does not then he/she may be terminated by the Chief. The Chief may grant an additional six (6) months for firefighter certification as an EMT if there are extenuating circumstances. At the end of this extension, he/she will be terminated for failure to complete this requirement. The time limits of this section may be extended for serious illness or injury in the line of duty upon agreement between the Union and the Chief.
- m. Firefighters will not be required to attend other off duty instructional classes while attending EMT School or preparing for State certification.
- n. When an EMT completes his/her training they will be assigned to the ambulance as a third person, to observe for training experience for 30 days.

Section 21.5 For orientation purposes all newly hired firefighters will start on days beginning Monday and ending Friday; eight (8) hour days for a period of thirty (30) days. All firefighters will be considered in training for a minimum of thirty (30) days after first assignment to a unit in the department. Members are not eligible for overtime during both the period of orientation and first assignment to a unit.

Section 21.6 During the life of this Agreement, all Firefighters holding Class I or Class II driver's licenses or Federal Equivalent will be paid a 3% scale differential.

Section 21.7 Employees covered by this agreement shall receive longevity pay in accordance with the following schedule:

| | |
|------------|------|
| 5 years - | 2.0% |
| 10 years - | 2.5% |
| 15 years - | 3.0% |

20 years - 3.5%
25 years - 4.0%

Section 21.8 Any member hired prior to July 1, 2008 is eligible to receive an additional fifteen percent (15%) longevity stipend for up to fifty-two weeks or one year, payable weekly, upon written request to the Chief. This longevity allowance will be in addition to their current longevity payment and will be calculated in the same manner. If a member uses more than eighty-four (84) hours of un-excused sick leave absences (without a doctor's note or approval from the Chief) during the receipt of this longevity step, the benefit will cease.

Longevity will be paid weekly and included with the weekly paycheck.

ARTICLE 22 - EDUCATION PAY

Section 22.1

- a. Firefighters and Lieutenants
- | | | |
|----------------------|-------|----------------------------|
| Associate's Degree - | 5.0% | |
| Bachelor's Degree - | 10.0% | Town's share of Quinn Bill |
| Master's Degree - | 12.5% | |

Deputy Chiefs

| | |
|----------------------|-----|
| Associate's Degree - | 7% |
| Bachelor's Degree - | 11% |
| Master's Degree - | 13% |

The Town will pay educational benefits at the above rate upon receiving certification of graduation from an accredited college or university along with a Registrar's certification as to the degree attained (diploma). Bargaining unit members will receive the highest compensation allowed for the degree they possess according to the above summary but payments shall not be cumulative.

- b. In the event that the so-called "Firefighters' Quinn Bill" is passed at the State level, it will be presented at the next scheduled Town Meeting. If this proposal is rejected by Town Meeting voters, the above article will remain in effect.

- c. The Town will pay for any degree a member possesses regardless of major.

Section 22.2 The Town will pay educational benefits to all members who attend and complete educational courses offered by the Massachusetts Firefighting Academy (MFTA). Courses taken prior to 1/1/96 will not be included in the formula. Approval of the Chief must be requested prior to attendance.

- a. A 1% stipend on a member's base pay shall be paid to each member upon completion of 36 hours of MFTA training for FY-2002, 44 hours for FY-2003 and 52 hours for FY-2004. Members who do not have the 6% from the previous contract will be able to accumulate a maximum of 7% in FY-2002, 8% in FY-2003 and 9% in FY-2004. Members hired after the date of execution of this Agreement will have an annual accumulation cap of 3%. For those members who have completed the training ahead of schedule, the additional hours completed will be credited to and paid in the next fiscal year. The maximum stipend any member will be entitled to is 9% for completing 348 hours of training.
- b. Repeat classes will not be counted within two (2) years of taking any class unless approved by the Chief. Non-MFTA classes will not count toward the stipend unless said class is approved by the Chief.
- c. The Town will provide and pay for all members interested in being trained for closed/confined space rescue. MFTA training credit will be counted toward the stipend.
- d. The Town will provide twenty-four (24) hours of MFTA training at the Fire Station for bargaining unit members annually.
- e. Members will not be granted on duty allowed leaves to attend the Fire Academy for the purposes of this section.
- f. Recruit training will not be counted toward this stipend.
- g. Members will be exempt from the overtime draft to attend MFTA classes for the purposes of this section, not to include recruit training. Proof of attendance may be required.
- h. Effective July 1, 2009, Once a member achieves the highest level of training stipend (9%) as outlined in 22.2a, the member shall on his own attend a minimum of twelve (12) hours of training each fiscal year. This training includes Massachusetts Fire Academy training, National Fire Academy training, or another state's certified training that meets NFPA standards. Training may also include other classes that have the prior approval of the Chief. If a member does not meet his annual twelve (12) hour training requirement or fails to provide the requisite participation documents to the Chief or his designee by June 30 each fiscal year, the member's stipend shall be reduced by 1% each year the training requirement is not met. Members who fail to obtain 12 hours of this required training each

year will be allowed to make up the missing training by taking an additional 12 hours of training in the following year. The stipend will be reinstated immediately upon submission of the requisite participation documents (1% will be restored for each 12 hour make-up training block).

- i. Under Section 22.2 d. which stipulates that the Town will provide 24 hours of MFTA training or equivalent at the station annually, off duty attendance at this training will count towards the requirements of 22.2 h. on a one for one hour basis.

ARTICLE 23 - MISCELLANEOUS

Section 23.1 Severability. The provisions of this Agreement are severable and if any provision shall be held invalid by any court of competent jurisdiction, such decision of the court shall not affect or impair any of the remaining provisions.

Section 23.2 Personnel Files. Personnel files may not be examined by unauthorized persons without written permission of the member concerned. For this purpose, the Chief, Director of Human Resources, Chief's Secretary, Deputy Chiefs, Town Manager, Assistant Town Manager, Town Manager's Secretary and the member concerned are authorized persons. The member may inspect their personnel file at reasonable times in the presence of one of the above named Town Officers but such inspection shall not extend to material privileged or confidential under law. The Union may request and shall obtain access to review the documents, files and other records necessary for processing a grievance and shall have the right to interview the aggrieved member, supervisors and witnesses outside working hours wherever possible. Any materials that are either privileged or confidential under law shall not be subject to review under this Section.

Section 23.3 Use of Facilities. The Union shall be permitted to use Fire Department buildings at reasonable times for meetings. Reasonable notice shall be given to the Chief whose approval shall not be unreasonably withheld. The Town shall provide bulletin board space at each station for the exclusive use of the Union. No derogatory or inflammatory material shall be placed on bulletin boards.

Section 23.4 Contract Copies. The Town will provide a bound copy of the contract to all Union members within a reasonable period of time.

Section 23.5 Promotional Examinations. Promotional examinations, under Civil Service rules, will be conducted every two (2) years for the ranks of Lieutenant, Deputy Chief or other ranks anticipated. Members must have minimum five (5) years of service before they apply and take a promotional examination for lieutenant.

Section 23.6 Sub-Station personnel will be allowed to attend monthly union meetings at Central Station while on duty.

Section 23.7 Any bargaining unit member working will be granted time off to attend Town Meeting at the discretion of the Chief or Shift Commanders.

Section 23.8 Members of the bargaining unit agree to re-visit Section 23.8 specifically to formulate a program to service, test and paint fire hydrants both on and off duty when funding becomes available.

- a. A study as to whether the Town should develop and implement a paramedic program will be conducted and completed within one year of the signing of this Agreement. The Committee shall consist of three members appointed by the Chief of the Department and three members appointed by the Union.
- b. The Chief and the Union agree to discuss within one year of the signing of this Agreement, changes in technology and duties within the Fire Alarm Division and agree that the personnel positions in this division will remain.

Section 23.9 Members of Andover Firefighters Union Local #1658 IAFF being invited to participate with the F.E.M.A. (Federal Emergency Management Agency) Disaster Team will be given allowed leave for all training and activation of team members with no loss of pay or benefits. The Town will fill the shifts of the member participating. The Town will apply for any reimbursement allowed by F.E.M.A. or any other agency, organization, or individual as allowed by the F.E.M.A. Disaster Team.

Section 23.10 Any benefit a member received prior to the signing of this contract shall remain in effect.

ARTICLE 24 - HEALTH INSURANCE

Section 24.1 During the life of this Agreement, the Town's premium contribution to the current health insurance benefit (Blue Cross/Blue Shield Master Medical or an equivalent or improved plan) provided by the Town shall be sixty-five percent (65%). The balance remaining shall be deducted from the employee's pay. Blue Cross and Blue Shield HMO Blue NE will be offered as an option.

The co-pays for HMO Blue NE health insurance shall be \$20 for Office Visits; \$100 for Emergency Room Visits; \$250 for Out-patient/Surgical Day Care*; \$500 for Hospital In-patient* (*these two co-pays will be reimbursed by the Town via a Health Reimbursement Arrangement). Co-pays for prescriptions will be \$10 for Generic; \$25 for Preferred; and \$45 for Non-preferred. [effective 12/1/08]

Members may participate in the Town's Flexible Spending Account (FSA) program and elect to have up to \$4,000 per year withheld from their paychecks for the purpose of covering health-related expenses with pre-tax dollars. [effective 1/1/09]

Section 24.2 Firefighters shall participate in a committee to develop a dental plan which when developed will be deducted by the Town but entirely paid for by the members.

ARTICLE 25 - CLOTHING ALLOWANCE

Section 25.1

- a. Effective in FY 2004, the clothing allowance for bargaining unit members covered by this agreement shall be \$600.00, payable to each member in a lump sum of two equal payments of \$300.00, in July and in January. Members in their first year of probation will not receive a clothing allowance.

- b. New members, upon hiring, will receive the following:
 - 2 Summer work shirts
 - 3 pairs of work pants
 - 1 pair of black shoes
 - 6 pairs of socks
 - 2 approved golf shirts
 - 1 all-season jacket
 - 2 Winter work shirts
 - 1 work belt
 - 1 pair of zipper type combat boots
 - 1 baseball cap
 - 1 Jake shirt
 - 1 dress hat
 - All badges, pins and name tags as required.

- c. Members attending the Massachusetts Firefighting Academy for recruit training shall also receive:
 - 1 pair sweat pants
 - 1 pair of sneakers
 - 1 sweatshirt

- d. Union members are encouraged to buy fire retardant clothing and when fire retardant clothing is ordered by the Chief, the clothing allowance will double.

- e. The names of at least three eligible clothing stores will be presented by the Chief to the bargaining unit members where purchases may be made.

- f. All firefighters will receive a dress uniform to include short and long sleeve dress shirt, dress blouse, dress pants, dress shoes, tie, and any other requirements, after the completion of their first year of employment.

- g. The Fire Prevention personnel and the Deputy Chiefs shall receive an additional three hundred dollars (\$300.00) to that already provided for in the contract in order to maintain a sufficient supply of dress uniforms and to be able to pay for cleaning.

- h. Any member not in uniform while on duty may be sent home by the Chief or his or her designee.

- i. The Town, with the Chief's approval, will replace eyeglasses or watches damaged at fires, while on ambulance duty or otherwise while working on duty. The maximum reimbursement shall be one hundred dollars (\$100.00) per watch or eyeglasses per year. Prescription eyewear will be covered in full with receipt.
- j. All uniforms are subject to approval by the Chief of the Department.

Section 25.2 In addition to the above, the Town will provide all necessary protective clothing and equipment in accordance with the specifications of the Chief. Jackets will be replaced as required.

Section 25.3 Protective clothing and equipment shall be a subject for discussion by the Joint Safety and Health Committee.

Section 25.4 The Town agrees to replace any uniform clothing damaged at work subject to the following conditions:

- 1. The report of damaged clothing shall be given to the Shift Commander within 48 hours. The Shift Commander shall then make a written report of the circumstances surrounding the damage to the clothing including any witnesses to the incident.
- 2. The report and the damaged clothing shall be turned into the Chief if possible. The Chief shall review the report and examine the damaged clothing and may take one of the following actions:
 - a. Authorize payment for a replacement article of clothing.
 - b. Authorize partial payment for old/worn clothing that was damaged
 - c. Disallow any payment.

The decision of the Chief shall be final with regard to this section.

ARTICLE 26 - JOB POSTING AND BIDDING

Section 26.1 All positions newly created or whenever a vacancy occurs, exclusive of the Fire Prevention Lieutenant's position and Deputy Chiefs, will be posted within thirty (30) calendar days of the opening for a period of seven (7) calendar days and will be filled by seniority within seven (7) calendar days from the final posting date. If at the end of this seven (7) day posting period no eligible member has bid for the position, then the most junior eligible member will be awarded the position. Members being transferred will receive a minimum of two (2) days off before being reassigned to a new unit, however, no member will be required to work more than forty-two (42) hours in an eight day pay period.

Section 26.2 Employees who hold the same rank may apply to the Chief in writing for the vacant position throughout the seven (7) calendar day posting period.

Section 26.3 The Town of Andover agrees that the following positions are subject to bidding under Article 26 of this agreement.

- A. Substation drivers/hydrant
- B. Central Station engine driver
- C. Central Station ladder driver
- D. Central Station ladder aide
- E. Engine Company Lieutenants
- F. Fire Prevention Lieutenants and Firefighters
- G. Ambulance EMT Coordinator
- H. Central Station Hydrant Position

The Town of Andover is not permitted to assign a bargaining unit member assigned a position under Article 26 to fill a temporary or permanent vacancy on another unit without compliance with Article 26, the only exception being the bargaining unit member who bid the Central Station Hydrant position. Nothing provided herein shall prevent the Town of Andover from filling a temporary vacancy on another unit with an unassigned bargaining unit member.

- a. For the position of Ambulance EMT Coordinator listed as G. above, the following will apply:

The Ambulance EMT Coordinator will work under the direction of the Deputy Chief assigned as medical officer. The member assigned this position will perform the duties as required by the medical officer. The member will be allowed the time off duty to perform these assignments and shall be paid their time and one half rate. The position will be filled with the most senior EMT assigned to the ambulance bidding for the position, and shall be bid yearly or when a vacancy occurs.

Section 26.4 The positions of Lieutenant and firefighter in the Fire Prevention Office will be filled on a strict seniority basis with the most senior applicant receiving the position. The positions will be posted for seven (7) calendar days for a two (2) year term of duty. In the event there are no applicants, the most junior member in that rank will be assigned the position for a two-year term of duty. In the event a member assigned to a two year term desires to withdraw from the program, he/she may request that the position be re-posted at anytime after six (6) months from the previous posting.

If no applicant bids, he/she shall retain the position until the completion of the two-year term or until a new permanent Lieutenant is appointed, under which circumstance the most junior Lieutenant will be assigned the position for a two-year term. The position shall be posted for seven (7) calendar days for a six (6) month term of duty and, if no applicant bids, then it will be posted for seven (7) calendar days for a two (2) year term of duty as above.

Section 26.5 When the Chief of the Department determines the need to fill a permanent vacancy of a Deputy Chief's position occurring on any unit due to a resignation or retirement, the vacancy will be posted on a bulletin board in each station. The notice shall remain posted for a period of seven (7) calendar days including the day of the posting.

Section 26.6 Annually on or before October 1st of each year, the Chief shall post each Deputy Chief's position in order that members have an opportunity to request a transfer from his present unit of assignment.

Section 26.7 Annually, on or before October 1st of each year, the Chief shall post each Fire Department staff position in effect at the time or newly created in order to give each Deputy Chief an opportunity to serve in the various staff responsibilities. Staff positions currently in effect are:

| | |
|-------------------------------|----------------------------|
| Administrative Deputy Chief | Computer Officer |
| Liaison with Central Dispatch | Apparatus Officer |
| Fire Alarm Officer | Fire Investigator |
| Training Officer | Medical Records Officer |
| Operations Officer | Assistant Training Officer |

Members may apply to the Chief in writing for the vacant or posted positions throughout the seven (7) calendar day posting period. The Chief will evaluate applicants for the vacant positions based on the qualifications of seniority, background, training, past record, experience, proven ability and scheduling availability. Within seven (7) calendar days after the last day of the posting period, the Chief will award the position to the most qualified of the applicants, if any.

In the event two or more applicants are deemed equally qualified to fill a vacancy, the most senior of the applicants will be awarded the position. If no Deputy Chief applies for any of the above positions, the Chief may then assign a Deputy to such position for a one-year period. No member will be required to perform more than two staff positions.

Section 26.8 Bargaining unit members will not be discriminated against for job openings or promotions because of a relative being on the Andover Fire Department. Bargaining unit members will not be permitted to bid into a position on a unit in the same station where an immediate family member of a higher rank is already assigned. Additionally, a bargaining unit member holding a higher rank than his/her immediate family member may not bid into a position on a unit in the same station where that immediate family member of lower rank is already assigned. A bargaining unit member or a new hire who must be placed in the above mentioned situation, due to the fact it is the only available position, station or unit, will not be refused that position or promotion but must bid all jobs that become available with relation to their duties until a position becomes available that they would be eligible for under the job bidding and posting section of this contract. Bargaining unit members will not be displaced or refused a position in order to accomplish this goal. Bargaining unit members, who at the time of the signing of this contract may not be in compliance with this article, will not be required to comply with this article in relation to their current position but will be required to comply with this

article upon promotion or when they voluntarily bid for a new position according to the job bidding and posting section of the contract.

For the purposes of this article immediate family shall mean mother, father, sister or brother.

Bargaining unit members may not be required to relinquish an assignment or promotion they have in order to make accommodations for this article. Nor will they be discriminated against for their refusal to relinquish an assignment or promotion. Bargaining unit members will not be refused or have to relinquish any overtime or swap assignments or any other provision of the contract unless expressly provided for in this article.

ARTICLE 27 - WORK IN A HIGHER CLASSIFICATION

Section 27.1 Employees appointed by the Town to work in a higher classification shall be paid at the minimum pay step of the higher classification for all hours worked.

Section 27.2 When it appears a temporary vacancy in an officer's position will occur for more than six (6) weeks, for other than vacation, then such position shall be filled as follows:

1. If there is an existing certified civil service list for that position, it will be offered in the order in which the members appear on that list.
2. In the event of no such list then the position will be offered to the member having the highest seniority in the next lower classification.
3. In the event of a tie score, the score will be brought out to the hundredth. The responsibility for proving the rounding out of a tie score rests with the candidate and not the Town.

ARTICLE 28 - PAID DETAILS

Section 28.1 Whenever any private person, public body or organization is required to, or shall seek the services of members of the Fire Department for fire watch duty, such work shall be rotated fairly by the Union membership according to the seniority list of continuous service with the Andover Fire Department, among all employees who are off-duty. Members without dress uniforms shall not be permitted to accept outside details other than road jobs as stipulated in Section 28.3, item c.

Section 28.2 Firefighters accepting Fire Department paid details will be compensated at a rate of \$40.00 per hour, effective on the date of the Arbitration Award.

- a. Firefighters on Fire Department details for non-Town and non-School functions shall be paid:

1. A minimum of four (4) hours at a rate of \$40.00 per hour. (\$45.00 per hour as of July 1, 2009)
 2. If the detail exceeds four (4) hours, they will be paid eight (8) hours at a rate of \$40.00 per hour. (\$45.00 per hour as of July 1, 2009)
 3. If the detail exceeds eight (8) hours they will be paid 1-1/2 times the detail rate for all hours in excess of the eight (8) hours or at a rate of \$60.00 per hour (\$67.50 per hour as of July 1, 2009)
- b. Firefighters on Fire Department details for Town or School functions shall be paid a minimum of four (4) hours at a rate of \$40.00 per hour. If the detail exceeds four (4) hours, they will be paid to the next nearest hour.
 - c. Road jobs or other details assigned to the Andover Police Department not requiring an armed officer will be offered to the Firefighters after they have been offered to the Police Officers and Auxiliary Police. Firefighters accepting Police details shall be compensated at a rate equal to that paid detail rate set forth in the Andover Police Patrolmen's contract along with the hourly minimum set forth in same. Effective July 1, 2009, the detail rate for road details shall be \$40.00 per hour for details where the work is performed by any Town and School department, and \$45.00 per hour for all other details. Non-Town and non-School details shall be compensated at time and one-half the regular hourly detail rate for Saturday and Sunday work, as well as night hours worked between 5pm and 7am, Monday through Friday.

Section 28.3 A roster for outside details shall be maintained, according to seniority as determined by permanent civil service appointment date of all members; indicate which members desire to work fire department details; reflect the total number of hours worked by each member. Hours worked will accrue from January 1st through December 31st each year. There will be no charges for refusals. Under this agreement members will assume the highest hours on this detail chart at first date of employment.

Section 28.4

- a. Firefighters accepting fire alarm system failure details will be paid the same rate as set forth in Section 28.2, Item #1 with one exception. All fire alarm system failure detail watches will be for a two-hour minimum.
- b. Fifteen (15) minutes following each hour thereafter, an additional hour will be paid.
- c. Shift Commanders shall be responsible for filling these fire alarm failure details.

Section 28.5 Fire alarm maintenance will be done with the cooperation of the bargaining unit members. The aide position on Fire Alarm Maintenance will be bid for a three (3) year term by

seniority excluding the Deputy Chiefs. The member awarded this position will not be eligible to be awarded this position again until all other applicants have been exhausted. The member awarded this position will be trained by the Fire Alarm Officer in order to be capable of working on the system. The member who successfully bids and is awarded the position will be exempt from the overtime draft while on fire alarm maintenance work.

Section 28.6 A list of employees desiring fire alarm maintenance duty shall be maintained on a seniority basis in a master list and members asked to work these details shall be charged for both the hours worked or refused.

Section 28.7 Blasting details, when required by the chief or his designee, will be offered to those members who have completed a MFTA blasting course or its equivalent. Cutting and welding details will be offered to all members on the detail list.

ARTICLE 29 – UNION/MANAGEMENT COMMITTEE

Section 29.1 The parties shall form a joint committee to meet the third Tuesday on alternate months commencing the month following execution of this Agreement for the purpose of discussing matters of mutual concern. By agreement of the parties, persons with special qualifications and experience in the field of firefighting and related matters may be invited to speak at such meetings.

Section 29.2 The Committee shall consist of not more than four (4) management representatives and not more than four (4) Union representatives. Either side shall present a written agenda to the other, one (1) week in advance of the regularly scheduled meeting. Where neither side submits a written agenda, the meeting shall be deemed canceled. Un-scheduled meetings may be held by mutual agreement of the parties.

Section 29.3 The parties agree that the provisions of this article will in no way be construed as broadening the scope or application which may result from the discussions shall be reduced to writing and made effective subject to the provisions of Article 30 (Stability of Agreement).

ARTICLE 30 - STABILITY OF AGREEMENT

Section 30.1 The parties to this Agreement may, from time to time, make amendments, modifications, changes or revisions in this Agreement, provided that said amendments, modifications, changes or revisions are mutually agreeable, reduced to writing, in acceptable language and appended to the body of this Agreement.

Section 30.2 The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Union, to the future performance of any such term or provision, and the obligation of the Union and the Town or such member for such future performance shall continue in full force and effect.

ARTICLE 31 - FAMILY LEAVE

Section 31.1 The purpose of this article is to insure that members who have a personal or family tragedy or illness or pregnancy will be fully utilized in a capacity that will not endanger the member, the fetus, other members and officers or the general public. This article is intended to extend to the members the option and opportunity to safely and effectively deal with a family tragedy, emergency or pregnancy.

- a. The Department and the Union recognize that pregnancy is not a disability. Each pregnancy is different and pregnant members have the right to be treated as individuals with respect to decisions about their ability to work based upon their individual pregnancies and their current assignments. We further recognize that both state and federal law prohibit discrimination on the basis of pregnancy. Accordingly, the fact that a firefighter or officer has become pregnant shall not be cause for an involuntary change in the terms and conditions of her employment.

- b. If the member believes that she is unable to perform the essential functions of her current assignment or is placing herself or other members' safety in jeopardy as a result of being unable to perform the functions of her assignment then said member may choose to be reassigned to other duties as outlined in section c. We further recognize that pregnancy is a personal and confidential matter. No member shall be required to disclose that she is pregnant. Any member who does disclose her pregnancy shall be entitled to have all information relating to the pregnancy kept confidential.

- c. The Department and the Union recognize that some members may desire a change in duties during their pregnancy because of concern for their health and safety and for the health and safety of their fetus. In addition, pregnant members may become unable to perform the essential functions of their position. Therefore, at the member's option, the Department will honor the request of any pregnant member to be placed on the duties under this section. After the request is received the Department shall assign the member to non-hazardous administrative duties. The member would be assigned to the Chief and assigned duties, as needed, within the regular business of the Fire Department. These duties may include:
 1. Communications within the Andover Fire Department (not Central Dispatch)
 2. Desk Operations
 3. General clerical work
 4. Public Relations
 5. Computer Operations
 6. Such other assignments which may be agreed upon by the member, the Union and the Chief.

These assignments shall be on an administrative schedule Monday through Friday from 0830hrs to 1630hrs. The member would continue to wear the department uniform until it becomes impractical to do so. That time would be determined by the member and the Chief. At that time, the member may wear maternity clothing appropriate for the office.

- d. The member will continue to receive all incentives, benefits and stipends she was receiving prior to the re-assignment. (i.e. Ambulance EMT pay, etc.)
- e. The member may choose not to participate in any part or all of this benefit without forfeiting any rights the member had prior to the signing of this contract.
- f. The member shall be eligible to use accrued leave during her pregnancy and after delivery as outlined in 16.2 of this agreement. Members will be entitled to all benefits and rights under the Federal Family and Medical Leave Act and the Massachusetts Family and Medical Leave Act.
- g. Members will be able to use their accrued time to stay on the payroll and keep their health insurance in effect during their leave. The Town's and the member's portions of the premium of their health insurance benefit will remain as stipulated in section 24.1 of this Agreement.
- h. Subject to the operating needs of the Department, any member may be granted leave utilizing their accrued time in order to attend the birth, adoption or care of a new child.

Section 31.2 The Department and the Union recognize that personal tragedy, or family emergency is not a disability. Each situation is different and all members with personal tragedy or family emergency have the right to be treated as individuals with respect to decisions about their ability to work their respective current assignments. Accordingly, we further recognize that both State and Federal law prohibit discrimination on the basis of personal tragedy or family emergency. Accordingly, the fact that a member has a personal tragedy or family emergency shall not be cause for an involuntary change in the terms and conditions of said members employment. Any member with a personal, family emergency or tragedy may use up to twelve (12) weeks sick leave as outlined in Section 16.2 of this Agreement in addition to the Federal Family and Medical Leave Act and The Massachusetts Family and Medical Leave Act.

- a. If the member believes that he or she is unable to perform the essential functions of their current assignment or are placing their or other members safety in jeopardy as a result of being unable to perform the functions of their assignment then said member may choose to be reassigned to other duties as outlined in paragraph b below. We further recognize that personal illness and family emergency or tragedy is a personal and confidential matter. Any member who does disclose their situation in regards to this section shall be entitled to have all information relating to the situation kept confidential.

- b. The Department and the Union recognize that some members may desire a change in duties during their family emergency or tragedy because of the personal concerns of said member. Therefore, the Department will honor where possible, the request of any member who chooses to be placed on the duties under this section.

After the request is received, the Department shall assign the member to non-hazardous administrative duties where possible. The member would be assigned to the Fire Prevention Deputy Chief and assigned duties, as needed, within the regular business of the Fire Department. These duties may include:

1. Communications within the Andover Fire Department (not Central Dispatch)
2. Desk Operations
3. General clerical work
4. Public Relations
5. Computer Operations
6. Such other assignments which may be agreed upon by the member, the Union and the Chief.

These assignments shall be on an administrative schedule Monday through Friday from 0830hrs to 1630hrs. The member would continue to wear the department uniform as prescribed by the Chief.

- c. The member will continue to receive all incentives, benefits and stipends he or she was receiving prior to the re-assignment. (i.e. Ambulance EMT pay, etc.)
- d. The member may choose not to participate in any part or all of this benefit without forfeiting any rights the member had prior to the signing of this contract.
- e. The member shall be eligible to use accrued leave during the said period and as outlined in Section 16.2 of this Agreement. Members will be entitled to all benefits and rights under the Federal Family and Medical Leave Act and the Massachusetts Family Leave Act.
- f. Members will be able to use their accrued time to stay on the payroll and keep their health insurance in effect during their leave. The Town's and the member's portions of the premium of their health insurance benefit will remain as stipulated in Section 24.1 of this Agreement.

ARTICLE 32 - DURATION

Section 32.1 This Agreement shall be effective as of July 1st, 2007, and shall continue in full force and effect until and including June 30th 2010.

Section 32.2 On or after January 1st 2010 either party shall notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

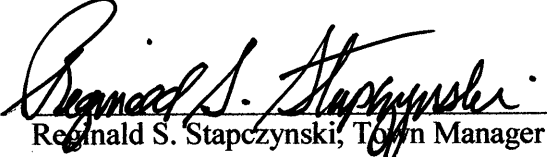
Section 32.3 After the expiration of this agreement, its terms and conditions shall continue until a successor agreement is executed.

Section 32.4 This Agreement represents the entire agreement of the parties and may not be reopened except as provided herein during its term.

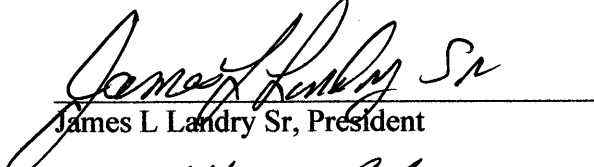
Section 32.5 This Agreement is executed this 5th day of November, 2008

TOWN OF ANDOVER

ANDOVER FIREFIGHTERS LOCAL 1658
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS AFL-CIO


Reginald S. Stapczynski, Town Manager


Michael Mansfield, Fire Chief


James L Landry Sr, President


Clifford J. Pattallo, Vice President


John Gangi, Vice President


Scott Gibson, Vice President.


John Hines, Committee.

APPENDIX - A

PATIENTS NAME: _____

FIRE DEPARTMENT ASSIGNMENT: _____

STATION ASSIGNED TO: _____

DATE OF PHYSICIAN'S VISIT: _____

The attending physician named below has reviewed the following description of duties that may be required of this patient. By releasing this patient with this document, the attending physician attests to the fact that this patient can return to full firefighting duties.

FIREFIGHTER'S DUTIES

A firefighter often performs hazardous and strenuous tasks under severe emergency conditions. A firefighter works under supervision, frequently as a member of a team. The duties may be divided into several major areas:

Alarm Responses; General Firefighting Operations; Salvage and Overhaul Operations; Emergency Life Saving Measures; Tool, Equipment and Apparatus Maintenance; Training Activities; and House watch.

Firefighter's Signature

Releasing Physician's Signature

Date

Date