

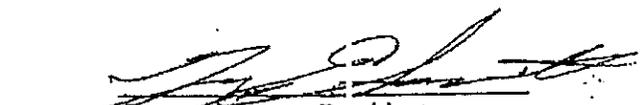
# ADDENDUM TO CONTRACT

The City of Haverhill and Haverhill Firefighters Local 1011 agree to the following amendments to the current agreement:

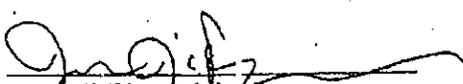
1. Dependent Care: Clause as expanded sec. 125 benefits to be implemented as soon as City payroll system can accommodate additional deductions and a provider can be agreed on. Any and all costs are to be assumed by the employees, ~~excluding any set-up costs which are to be borne by the City.~~
- ✓ 2. Article VIII, Section 1C: Attendance Bonus – Add the following language at the end of the last sentence "...for more than fourteen (14) days."
- ✓ 3. Article XII, Section 3: Paid Details – A. Rate to be increased to \$36/Hr. and B. Rate to be increased to \$43.50/Hr. Employees who work in excess of four hours are to be paid a minimum of eight hours.
- ✓ 4. Article VII, Section 1(3): Delete the words "...or the Union..." and "...if required by the Chief or his/her designee,..." Add the words "...hired and..." before the word "compensated".

Haverhill Firefighters Local 1011 hereby states that it supports the single health insurance provider proposed by the City to be effective July 1, 2004. The terms of this addendum are to be effective upon execution by all of the parties:

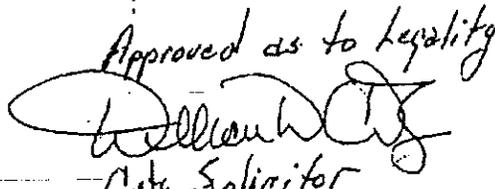
Haverhill Firefighters Local 1011

  
 George Sarrette, President

City of Haverhill

  
 James J. Fiorentini, Mayor

DATE: April 30, 2004

Approved as to legality  
  
 City Solicitor

## SETTLEMENT AGREEMENT

The City of Haverhill and the Haverhill Firefighters Union Local #1011 IAFF hereby agree as follows:

1. Arbitration Case # 11-390-00699-06 will be withdrawn with prejudice and will not be re-filed.
2. Effective January 5, 2007 the City will call for Deputy Fire Chief, Fire Captain and Fire Lieutenants Civil Service lists and will make permanent promotions from such lists and will thereby eliminate the current temporary positions within said ranks.
3. Also effective January 5, 2007 or the effective date of Deputy Meehan's retirement, whichever comes later, the City will additionally call for and promote a permanent Deputy Chief, Fire Captain and Fire Lieutenant to replace Deputy Meehan and the vacancies resulting therefrom.
4. The Union will not challenge the City's right to use a so-called Section 11 Assessment Center for the selection of a permanent Fire Chief provided that:
  - a. Only sworn Haverhill Fire Officers are considered for such position and;
  - b. Only Deputy Chiefs will be considered unless fewer than four (4) Deputy Chiefs sign for and three (3) actively participate and complete the Assessment Center. Otherwise the City may consider opening the Assessment Center to the Captain rank.
  - c. Nothing herein precludes the City from using a Civil Service examination in lieu of an Assessment Center.
5. If a Fire Captain is ultimately chosen for the Chief's position, the Union will not challenge the demotion of one (1) Deputy Fire Chief. Nothing in this agreement shall require the appointment of an unfunded sixth permanent Deputy Fire Chief.
6. The settlement of this case is without precedent for any future case.
7. The parties shall each pay their own costs.



For the City of Haverhill



Local #1011-IAFF



# Haverhill

Human Resources Department, Room 306

Phone: (978) 374-2357 Fax: (978) 374-2343

*Mary Carrington, HR Director – [mcarrington@cityofhaverhill.com](mailto:mcarrington@cityofhaverhill.com)*

*Denise Proia, HR Technician – [dproia@cityofhaverhill.com](mailto:dproia@cityofhaverhill.com)*

*Margaret Pffferling, Benefits Supervisor – [mpffferling@cityofhaverhill.com](mailto:mpffferling@cityofhaverhill.com)*

TO: Margaret Toomey, City Clerk

FROM: Mary Carrington, Human Resources Director 

RE: Fire Ordinance

DATE: May 5, 2006

Please amend the recently submitted ordinance for Fire Salaries (Document 63 of 2006) by striking out the differential columns and amounts for the job titles listed below. The current Fire contract addresses the amount of differential applied to Day and Administrative Positions (Article 12, Section 11a).

- ❖ F/P Private
- ❖ F/P Lieutenant
- ❖ F/P Deputy
- ❖ Sr. Deputy
- ❖ Training Deputy
- ❖ Fire Alarm Super.

If you have any questions, please call me.

Page 63

Personnel



DOCUMENT 63

CITY OF HAVERHILL

In Municipal Council April 18 2006

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
FIRE

BE IT ORDAINED by the City Council of the City of Haverhill that Document 9-U is hereby amended by the following:

Under Article XII Section 1: Salaries

EFFECTIVE 7/1/2002 0%  
EFFECTIVE 7/1/2003 0%

EFFECTIVE 7/1/2004 1%	Reserve	Start	Year 1	Year 2	Year 3	Year 5	Diff.
Private	\$ 14.15	\$643.43	\$ 686.61	\$ 733.88	\$ 781.21	\$807.59	
F/P Private						\$807.59	\$ 84.80
Mechanic		\$643.43	\$ 686.61	\$ 733.88	\$ 781.21	\$807.59	
Signal Main.		\$643.43	\$ 686.61	\$ 733.88	\$ 781.21	\$807.59	

	Start	6 months	1 year	Diff.
Lieutenant	\$ 845.27	\$ 882.95	\$ 920.65	
F/P Lieutenant			\$ 920.65	\$ 89.77
Training/Education Lt.			\$ 920.65	
Captain	\$ 960.54	\$1,000.44	\$1,040.33	
Deputy	\$1,081.94	\$1,123.55	\$1,165.17	
F/P Deputy			\$1,165.17	\$ 99.04
Sr. Deputy			\$1,165.17	\$ 99.04
Training Deputy	\$1,081.94	\$1,123.55	\$1,165.17	\$ 46.61
Fire Alarm. Super.			\$1,040.33	\$114.43

	Start	Year 1	Year 2	Year 3
Master Mechanic	\$847.97	\$ 888.35	\$ 928.73	\$ 969.11

EFFECTIVE 1/1/2005 2%	Reserve	Start	Year 1	Year 2	Year 3	Year 5	Diff.
Private	\$ 14.43	\$656.30	\$ 700.34	\$ 748.56	\$ 796.83	\$823.74	
F/P Private						\$823.74	\$ 86.50
Mechanic		\$656.30	\$ 700.34	\$ 748.56	\$ 796.83	\$823.74	
Signal Main.		\$656.30	\$ 700.34	\$ 748.56	\$ 796.83	\$823.74	

	Start	6 months	1 year	Diff.
Lieutenant	\$ 862.18	\$ 900.61	\$ 939.06	
F/P Lieutenant			\$ 939.06	\$ 91.57
Training/Education Lt.			\$ 939.06	
Captain	\$ 979.75	\$1,020.45	\$1,061.14	
Deputy	\$1,103.58	\$1,146.02	\$1,188.47	
F/P Deputy			\$1,188.47	\$101.02
Sr. Deputy			\$1,188.47	\$101.02
Training Deputy	\$1,103.58	\$1,146.02	\$1,188.47	\$ 47.54
Fire Alarm. Super.			\$1,061.14	\$116.72

	Start	Year 1	Year 2	Year 3
Master Mechanic	\$864.93	\$ 906.12	\$ 947.30	\$ 988.49

✓EFFECTIVE 7/1/2005 1.5%	Reserve	Start	Year 1	Year 2	Year 3	Year 5	Diff.
Private	\$ 14.65	\$666.14	\$ 710.85	\$ 759.79	\$ 808.79	\$836.10	
F/P Private						\$836.10	\$ 87.79
Mechanic		\$666.14	\$ 710.85	\$ 759.79	\$ 808.79	\$836.10	
Signal Main.		\$666.14	\$ 710.85	\$ 759.79	\$ 808.79	\$836.10	

	Start	6 months	1 year	Diff.
Lieutenant	\$ 875.11	\$ 914.12	\$ 953.15	
F/P Lieutenant			\$ 953.15	\$ 92.94
Training/Education Lt.			\$ 953.15	
Captain	\$ 994.45	\$1,035.76	\$1,077.05	
Deputy	\$1,120.13	\$1,163.21	\$1,206.30	
F/P Deputy			\$1,206.30	\$102.54
Sr. Deputy			\$1,206.30	\$102.54
Training Deputy	\$1,120.13	\$1,163.21	\$1,206.30	\$ 48.26
Fire Alarm. Super.			\$1,077.05	\$118.47

	Start	Year 1	Year 2	Year 3
Master Mechanic	\$877.90	\$ 919.71	\$ 961.51	\$1,003.32

✓EFFECTIVE 1/1/2006 2%	Reserve	Start	Year 1	Year 2	Year 3	Year 5	Diff.
Private	\$ 14.94	\$679.47	\$ 725.06	\$ 774.98	\$ 824.96	\$852.82	
F/P Private						\$852.82	\$ 89.55
Mechanic		\$679.47	\$ 725.06	\$ 774.98	\$ 824.96	\$852.82	
Signal Main.		\$679.47	\$ 725.06	\$ 774.98	\$ 824.96	\$852.82	

	Start	6 months	1 year	Diff.
Lieutenant	\$ 892.61	\$ 932.40	\$ 972.21	
F/P Lieutenant			\$ 972.21	\$ 94.80
Training/Education Lt.			\$ 972.21	
Captain	\$1,014.34	\$1,056.47	\$1,098.59	
Deputy	\$1,142.54	\$1,186.48	\$1,230.43	
F/P Deputy			\$1,230.43	\$104.59
Sr. Deputy			\$1,230.43	\$104.59
Training Deputy	\$1,142.54	\$1,186.48	\$1,230.43	\$ 49.22
Fire Alarm. Super.			\$1,098.59	\$120.84

	Start	Year 1	Year 2	Year 3
Master Mechanic	\$895.46	\$ 938.10	\$ 980.74	\$1,023.39

**Under Article XII Section 1a: Shift differential**

**Delete the following:**

A shift differential of ten percent (10%) will be paid to all members of the Bargaining Unit for all hours worked.

**✓Insert in its place thereof:**

Effective January 1, 2006 a shift differential of ten and a half percent (10.5%) will be paid to all members of the Bargaining Unit for all hours worked.

✓EFFECTIVE 6/30/2006 2%	Reserve	Start	Year 1	Year 2	Year 3	Year 5	Diff.
Private	\$ 15.24	\$693.06	\$ 739.57	\$ 790.48	\$ 841.46	\$869.88	
F/P Private						\$869.88	\$ 91.34
Mechanic		\$693.06	\$ 739.57	\$ 790.48	\$ 841.46	\$869.88	
Signal Main.		\$693.06	\$ 739.57	\$ 790.48	\$ 841.46	\$869.88	

	Start	6 months	1 year	Diff.
Lieutenant	\$ 910.46	\$ 951.05	\$ 991.66	
F/P Lieutenant			\$ 991.66	\$ 96.69

63

Training/Education Lt.				\$ 991.66
Captain	\$1,034.62	\$1,077.60	\$1,120.57	
Deputy	\$1,165.39	\$1,210.21	\$1,255.04	
F/P Deputy			\$1,255.04	\$106.68
Sr. Deputy			\$1,255.04	\$106.68
Training Deputy	\$1,165.39	\$1,210.21	\$1,255.04	\$ 50.20
Fire Alarm. Super.			\$1,120.57	\$123.26

	Start	Year 1	Year 2	Year 3
Master Mechanic	\$913.37	\$ 956.86	\$1,000.36	\$1,043.85

**Under Article XII Section 1a: Shift differential**

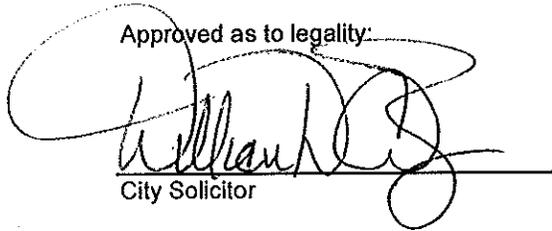
**Delete the following:**

Effective January 1, 2006 a shift differential of ten and a half percent (10.5%) will be paid to all members of the Bargaining Unit for all hours worked.

**✓ Insert in its place thereof:**

Effective June 30, 2006 a shift differential of eleven percent (11%) will be paid to all members of the Bargaining Unit for all hours worked.

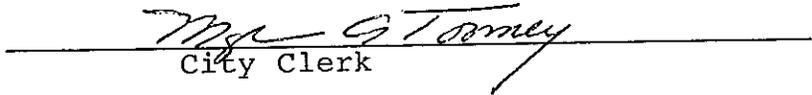
Approved as to legality:



City Solicitor

PLACED ON FILE for at least 10 days

Attest:



City Clerk

IN CITY COUNCIL: May 9 2006

On motion of councillor Ryan that document be amended as follows: "By striking out the differential columns and amounts for job titles F/P Private, F/P Lieutenant, F/P Deputy, Sr Deputy, Training Deputy and Fire Alarm Super.", as stated in letter dated May 5, 2006 from Mary Carrington, Human Resources Director

MOTION PASSED and PASSED AS AMENDED

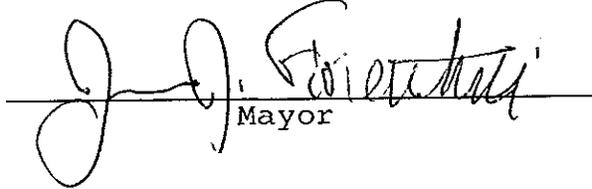
Attest:



City Clerk

City Clerk  
Counsellor  
Fire  
Personnel

APPROVED:



Mayor



# Haverhill

Human Resources Department, Room 306

Phone: (978) 374-2357 Fax: (978) 374-2343

Mary Carrington, HR Director – [mcarrington@cityofhaverhill.com](mailto:mcarrington@cityofhaverhill.com)

Denise Proia, HR Technician – [dproia@cityofhaverhill.com](mailto:dproia@cityofhaverhill.com)

Margaret Pfifferling, Benefits Supervisor – [mpfifferling@cityofhaverhill.com](mailto:mpfifferling@cityofhaverhill.com)

TO: Mayor James J. Fiorentini  
FROM: Mary Carrington, Human Resources Director  
DATE: April 14, 2006  
RE: Ordinance/Memorandum of Agreement Submission

Enclosed is the salary ordinance reflecting the following increases for the Firefighters Group Local #1011:

- EFFECTIVE 7/1/2002 0%
- EFFECTIVE 7/1/2003 0%
- EFFECTIVE 7/1/2004 1%
- EFFECTIVE 1/1/2005 2%
- EFFECTIVE 7/1/2005 1.5%
- EFFECTIVE 1/1/2006 2%
- EFFECTIVE 6/30/2006 2%

Please submit this document to the Haverhill City Council for action.

MC/dlp

City of Haverhill, Massachusetts	Interest Arbitration Opinion & Award
-and-	JLMC Case No. 05-07F
IAFF, Local 902	March 16, 2006

The parties last Collective Bargaining Agreement expired on June 30, 2002. Thereafter the parties fashioned an Interim Agreement covering the period of July 1, 2003 – June 20, 2004, an Addendum dated April 30, 2004, and a further Agreement dated August 21, 2004, which is to be incorporated into this Agreement. However, they were unable to reach a final settlement.

On March 4, 2005, pursuant to Chapter 589 of the Acts of 1987, the Joint Labor Management Committee (JLMC) ordered the City of Haverhill, Massachusetts and International Association of Fire Fighters, Local 902 to appear before an Interest Arbitration Panel consisting of Diane Jenkins, Management Arbitration, Ronald Armstrong, Union Arbitrator, and Bruce Fraser, Neutral Arbitrator to present evidence and argument on the outstanding issues.

Hearings were held on August 29, September 28, and November 1, 2005. The Union was represented by Harold Lichten, Esq., and the City was represented by David Grunebaum, Esq. Post-hearing briefs were received by the panel by January 31, 2006, and a panel session was held on March 2, 2006. There were three issues before the panel:

Issue No. 1. The Duration of the Collective Bargaining Agreement

Issue No. 2. Salaries and Shift Differential

Issue No. 3. Health Insurance Contribution

#### **ISSUE 1. THE DURATION OF THE COLLECTIVE BARGAINING AGREEMENT**

Chapter 589 of the Acts of 1987, Section (3) (a) reads, in part, that "Any award

of the arbitration panel may be retroactive to the expiration date of the last contract.” The relevant date in this case is June 30, 2002. After considering the positions of the parties and the facts of the case, we concluded that a contract period of four years, from July 1, 2002 through June 30, 2006, was fair and reasonable.

This was a shorter period than either party had proposed, and we made this decision in light of the problematic status of the City’s financial situation and the still unsettled police union contract. It was our judgment that parties themselves should negotiate for FY07 and beyond, and we decline to impose a binding decision on the Fire Fighters of Haverhill beyond the end of FY06.

In addition, because neither party at the hearing had proposed any change in salary, shift differential, or health insurance contribution level during FY03 and FY04, the first two years of this contract, we honored their intent. There shall be no changes to the prior contract for the first two years, FY03 and FY04.

#### Award

The duration of the Contract shall be four years, from July 1, 2002 through June 30, 2006.

#### ISSUE NO. 2 – SALARY AND SHIFT DIFFERENTIAL

The salary proposals of the parties at the hearing were as follows:

<b>SALARY PROPOSALS</b>		
<b>Effective Date of Increase</b>	<b>Union Proposal (5 year Agreement)</b>	<b>City Proposal (6 year Agreement)</b>
July 1, 2002 – June 30, 2003	0.0%	0.0%
July 1, 2003 – June 30, 2004	0.0%	0.0%
July 1, 2004	2.0%	0.0%
January 1, 2005	2.0%	3.0%
July 1, 2005	2.0%	1.5%
January 1, 2006	2.0%	0.0%
July 1, 2006	2.0%	2.5%
January 1, 2007	2.0%	0.0%
July 1, 2007		2.5%

The shift differential proposals of the parties at the hearing were as follows:

<b>NIGHT SHIFT DIFFERENTIAL PROPOSAL</b>		
<b>Date</b>	<b>Union Proposal</b>	<b>City Proposal</b>
July 1, 2005	0.5%	0.0%
January 1, 2006	0.5%	0.0%
July 1, 2006	0.5%	0.0%

**ISSUE NO. 3 – ARTICLE VIII, SECTION 4: HEALTH INSURANCE**

**Current Contract Language**

**Section 4: Health Care Insurance**

Hospitalization and physicians' services shall be those set forth in Chapter 32b of the General Laws of the Commonwealth of Massachusetts, which the City recognizes in its entirety. The City shall pay seventy-five percent (75%) of all costs of Blue Cross/Blue Shield Master Medical, and ninety percent (90%) of all HMOs. It is further agreed between the City and the Local that if the City of Haverhill pays any greater percentage for any employee of the City including all school employees, then the City shall pay the similar percentage for all Members of this Bargaining Unit...

**Position of the Parties**

The City proposed to delete the second sentence ("The City...of all HMOs.") and substitute language which results in the following costs sharing arrangement. The Union counter-proposes as shown.

<b>HEALTH INSURANCE</b>		
<b>For all employees</b>	<b>City Proposal</b>	<b>Union Proposal</b>
Blue Cross/Blue Shield PPO	75%-25%	75%-25%
<b>For employees hired prior to July 1, 2005</b>		
HMO Blue, effective July 1, 2005	85%-15%	
HMO Blue, effective January 1, 2006		88%-12%
HMO Blue, effective July 1, 2006	80%-20%	86%-14%
HMO Blue, effective June 30, 2007		80%-20%
<b>For employees hired after July 1, 2005</b>		
HMO Blue	75%-25%	Same as above

### Discussion of Issues No. 2 & 3

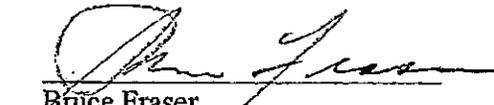
The panel met and considered the evidence presented at the hearing and the arguments presented in the briefs: the financial condition of the City at the present time, the estimates made at the hearing about the future, the settlements made with the other City bargaining units, the relative wages paid to other Union members within the City, the settlements made with firefighters in neighboring and the not-so-neighboring cities and towns both in absolute terms and relative to the costs of living there, the rising cost of health care and the role of the employee in paying for it, and the efforts of Local 902 in bringing about a revised health insurance plan and concessions it has made in the last couple of years.

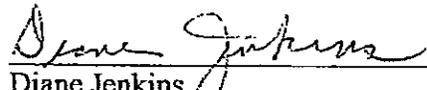
At the end of the meeting, we unanimously agreed on an award dealing with increases in salary, in shift differential, with health insurance co-pay, and when these would take effect. They are as follows:

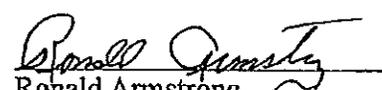
<b>SALARY &amp; SHIFT DIFFERENTIAL AWARD</b>		
<b>Effective Date of Increase</b>	<b>Salary Increase</b>	<b>Shift Differential</b>
July 1, 2004	1.0%	0.0%
January 1, 2005	2.0%	0.0%
July 1, 2005	1.5%	0.0%
January 1, 2006	2.0%	0.5%
June 30, 2006	2.0%	0.5%
<b>Total</b>	<b>8.5%</b>	<b>1.0%</b>

<b>HEALTH INSURANCE AWARD</b>	
<b>For all current employees</b>	<b>City/Employee Split</b>
Blue Cross/Blue Shield PPO	75%-25%
HMO Blue, effective July 1, 2005	85%-15%
HMO Blue, effective June 30, 2006	80%-20%
<b>For employees hired after the funding of the award</b>	
HMO Blue	75%-25%

Dated: March 16, 2006

  
Bruce Fraser  
Neutral Member

  
Diane Jenkins  
Management Members

  
Ronald Armstrong  
Union Members

## AGREEMENT

The City of Haverhill (hereinafter the 'City') and Local 1011, International Association of Fire Fighters (hereinafter "Haverhill Fire Fighters" or "Union") hereby agree as follows:

1. The following agreement shall go into effect upon execution by the Union and the City, shall remain in effect during successor collective bargaining negotiations, and shall be incorporated into the successor collective bargaining agreement, unless mutually agreed otherwise, when such successor agreement is reached, either through voluntary negotiation/mediation or Joint Labor-Management Committee arbitration.

A. Article XV, Section 2, entitled "Transfers - Roller-Skating" shall be amended as follows:

✓ A new paragraph shall be added stating:

**This section shall not apply to the eight most junior (by seniority) fire fighters who are assigned to suppression. Such eight most junior fire fighters may be reassigned, without their consent, to fill staffing vacancies at other stations with no additional compensation for such assignments.**

✓ B. Article XVII, Section 2, shall be amended to provide:

**"there shall be no less than 19 fire suppression personnel on duty each shift. It is recognized that this complement shall be sufficient to keep 4 pumps, 1 ladder, 1 rescue truck, and car 2 open at all times. If at any time the minimum is reduced below the agreed 19 the floater agreement shall become null and void."** (Article XV section 2 new paragraph)

✓ C. Article XII Section 7a shall be amended to read:

**"after twenty-two (22) years of service computed by counting reserve time, as well as regular time, employees will be entitled to a five percent (5%) premium on their base pay"** the remainder of section 7a shall remain the same as currently written.

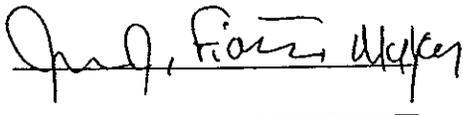
D. Article VII Section 1 shall be amended to read:

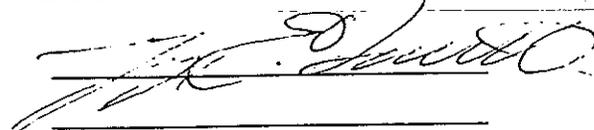
✓ **"Members of the bargaining unit shall be allowed to take vacation on an hourly basis with a minimum of 4 hours"**

It is further agreed that all portions of this agreement will be excluded from arbitration.

CITY OF HAVERHILL

LOCAL 1011, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

  
\_\_\_\_\_

  
\_\_\_\_\_

Dated: August 31, 2004

*until Wed 7/7/04  
agree to 18 man*

**AGREEMENT**

The Haverhill Fire Fighters Union, Local 1011, IAFF and the City of Haverhill hereby agree as follows:

WHEREAS, the Haverhill Fire Fighters Union, Local 1011, IAFF and the City of Haverhill are currently in mediation before the Joint Labor-Management Committee; and

WHEREAS, the parties are attempting to reach a successor agreement; and

WHEREAS, the parties wish to demonstrate their good faith; and

WHEREAS, the City of Haverhill has requested additional time to make a contract proposal based upon possible changes in its anticipated revenues;

WHEREFORE, the parties agree as follows:

1. The interim agreement executed by the parties in 2003 and set to expire on June 30, 2004, shall be extended through ~~July 31, 2004~~ *July 7, 2004*

*J. V. Mel  
11:00  
(Midnight)*

2. During the period of the extension of this interim agreement, the City shall maintain 18 fire suppression personnel on each shift. It is understood that the Chief of the Department has recognized that with this staffing level, the City will be able to maintain the Bradford station during this period.

3. This agreement shall not be construed as a waiver of any rights and legal obligations that either party has with respect to the collective bargaining and interim

JUL-02-2004 FRI 11:07 AM

FAX NO. 18173674820

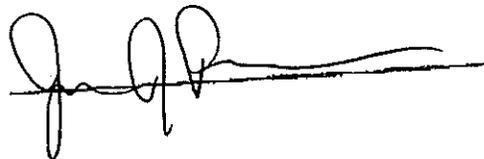
P. 04

agreement between the parties, and both parties reserve all rights and claims which they may have respecting their collective bargaining obligations.

HAVERHILL FIRE FIGHTERS  
UNION, LOCAL 011, IAFF

CITY OF HAVERHILL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated July \_\_\_\_, 2004

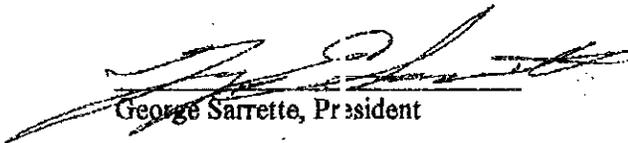
## ADDENDUM TO CONTRACT

The City of Haverhill and Haverhill Firefighters Local 1011 agree to the following amendments to the current agreement:

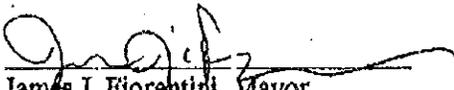
1. Dependent Care Clause as expanded sec. 125 benefits to be implemented as soon as City payroll system can accommodate additional deductions and a provider can be agreed on. Any and all costs are to be assumed by the employees, ~~excluding any set-up costs which are to be borne by the City.~~
2. Article VIII, Section 1C: Attendance Bonus – Add the following language at the end of the last sentence "...for more than fourteen (14) days."
3. Article XII, Section 3: Paid Details – A. Rate to be increased to \$36/Hr. and B. Rate to be increased to \$43.50/Hr. Employees who work in excess of four hours are to be paid a minimum of eight hours.
4. Article VII, Section 1(3): Delete the words "...or the Union..." and "...if required by the Chief or his/her designee,..." Add the words "...hired and..." before the word "compensated".

Haverhill Firefighters Local 1011 hereby states that it supports the single health insurance provider proposed by the City to be effective July 1, 2004. The terms of this addendum are to be effective upon execution by all of the parties.

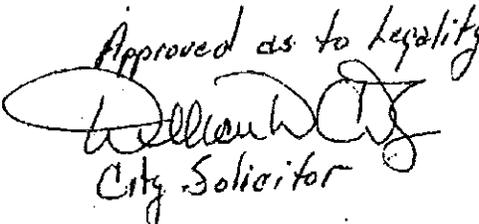
Haverhill Firefighters Local 1011

  
George Sarrette, President

City of Haverhill

  
James J. Fiorentini, Mayor

DATE: April 30, 2004

Approved as to legality  
  
City Solicitor



DOCUMENT 9-U

# CITY OF HAVERHILL

In Municipal Council June 26 2001

~~ORDERED~~

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
FIRE SAFETY SERVICES

BE IT ORDAINED by the City Council of the City of Haverhill that Document 47-O is hereby deleted in its entirety and the following be inserted in place thereof:

## ARTICLE XII

### Section 1: Salaries

It is agreed and understood between the parties that the City shall pay to all Bargaining Unit employees, according to the following schedule:

Effective 7.1.2000	2%						
<u>Rank</u>	<u>Reserve</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>	<u>Diff.</u>
Private	\$13.60	\$618.50	\$660.01	\$705.45	\$750.95	\$776.30	
F/P Private						\$776.30	\$81.51
Mechanic		\$618.50	\$660.01	\$705.45	\$750.95	\$776.30	
Signal Main.		\$618.50	\$660.01	\$705.45	\$750.95	\$776.30	
			<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>		<u>Diff.</u>
Lieutenant			\$812.53	\$848.76	\$884.98		
F/P Lieutenant					\$884.98		\$86.29
Captain			\$923.33	\$961.68	\$1000.03		
Deputy			\$1040.03	\$1080.03	\$1120.03		
F/P Deputy					\$1120.03		\$95.20
Sr. Deputy					\$1120.03		\$95.20
Training Deputy			\$1040.03	\$1080.03	\$1120.03		\$44.80
Master Mechanic				\$961.68	\$1000.03		\$110.00
Fire Alarm Super.				\$961.68	\$1000.03		\$110.00

Effective 7.1.2001	3%						
Rank	Reserve	Start	1 Year	2 Year	3 Year	5 Year	Diff.
Private	\$14.01	\$637.06	\$679.81	\$726.61	\$773.48	\$799.59	
F/P Private						\$799.59	\$83.96
Mechanic		\$637.06	\$679.81	\$726.61	\$773.48	\$799.59	
Signal Main.		\$637.06	\$679.81	\$726.61	\$773.48	\$799.59	
		Start	6 Months	1 Year			Diff.
Lieutenant		\$836.90	\$874.21	\$911.53			
F/P Lieutenant				\$911.53			\$88.88
Training /Education Lt.				\$911.53			
Captain		\$951.03	\$990.53	\$1030.03			
Deputy		\$1071.23	\$1112.43	\$1153.63			
F/P Deputy				\$1153.63			\$98.06
Sr. Deputy				\$1153.63			\$98.06
Training Deputy		\$1071.23	\$1112.43	\$1153.63			\$46.15
Fire Alarm Super.				\$1030.03			\$113.30
		Start	1 Year	2 Years	3 Years		
Master Mechanic		\$839.57	\$879.55	\$919.53	\$959.51		

**Section 1b. Lead Operator (Effective July 1, 2001)**

The lead operator on duty at alarm dispatch shall be paid a differential of 3% of top step private for all hours so worked. He/She will be in command of Fire dispatch when no Fire Officer is present and will conduct required training of new dispatch personnel. He/She will be designated by the Chief.

**Section 7a: Senior Stipend**

Effective July 1, 2001 after twenty-two (22) years of service computed by counting reserve time, as well as regular time, employees will be entitled to a three percent (3%) premium on their base pay. This premium shall be paid weekly and it shall not apply to overtime or any other benefits. The premium shall be paid to each eligible employee for three (3) years, after which the premium will lapse for that employee. To activate this provision, the employee must notify the Fire Chief one (1) month in advance, in writing, along with verification of years of service from the Haverhill Retirement Board.

**Section 8: Hazardous Materials Pay (Effective July 1, 2001)**

Effective July 1<sup>st</sup> of each year, the City shall pay Hazardous Material Pay of \$700.00 to Members of the Bargaining Unit certified at Haz-Mat awareness level, to be paid the first Friday in February

**Section 10a: MFA Education**

Effective 6/30/02. The City will pay to all Members who attend and complete educational courses offered by the Massachusetts Firefighting Academy (MFA). Courses taken prior to 1/1/02 will not be included in the formula. Approval from the Chief must be requested prior to attendance.

1. A 1-% stipend on a Member's base pay shall be paid to each Member upon completion of each 40 hours of (MFA) training. Members may complete more than 40 hours in one year, however Members will be limited to a 2% additional stipend added to the base pay for each year. For those Members that have completed the training ahead of schedule, the additional hours completed will be credited to and paid in subsequent years. The maximum stipend any Member will be entitled to under this section is 4% for 160 hours of training.
2. Repeat classes will not be counted within 4 years of taking any class unless approved by the Chief. Non MFA classes will not count toward the stipend unless approved by the Chief.
3. The City will provide and pay for all Members interested in being trained for the closed /confined space rescue. MFA training will be counted toward the stipend.
4. Members will not be granted on duty allowed leaves to attend the Massachusetts Fire Academy for the purpose of this section. Classes must be taken on off duty time.
5. Recruit training will not be counted toward this stipend.

Members will be exempt from overtime refusals to attend MFA for the purpose of this section. Proof of attendance may be required

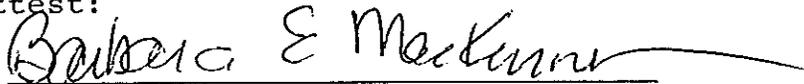
Approved as to legality



City Solicitor

PLACED ON FILE for at least 10 days

Attest:



City Clerk

IN CITY COUNCIL: July 10 2001

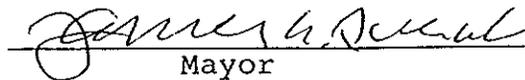
PASSED

Attest:



City Clerk

APPROVED:



Mayor

Collective Bargaining Agreement Between

**Local 1011, International  
Association of FireFighters  
AFL-CIO**

and

**The City of Haverhill**

July 1, 2001 – June 30, 2002

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COLLECTIVE BARGAINING AGREEMENT BETWEEN  
LOCAL 1011,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO AND THE CITY OF HAVERHILL

Pursuant to Chapter 150E of the General Laws, this agreement is made and entered into on this 1st day of July 2001, by and between Local 1011, International Association of Fire Fighters, AFL-CIO, Professional Fire Fighters of Massachusetts and the City of Haverhill. The parties agree as follows:

PREAMBLE

Whereas the Great and General Court of Massachusetts has seen fit to pass a law in which it is recognized that the Fire Fighters and other employees of the City of Haverhill have a statutory right to bargain collectively with the said City, and

Whereas it is the intention of this agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Fire Department as well as the obligation of the said City to protect the safety of the public,

Now, therefore, in consideration of mutual obligation contained herein, the parties agree as follows:

ARTICLE I

Section 1: Recognition

The City of Haverhill (Employer hereafter) recognizes Local 1011 as the exclusive bargaining representative for all uniformed employees of the Haverhill Fire Department, Fire Department Maintenance Division, Signal Maintenance Person, and Fire Dispatchers in Fire Alarm, excluding the Chief.

The rights of the City of Haverhill and employees of the Fire Department of the City of Haverhill covered by this agreement shall be governed by the provisions of this agreement. The City of Haverhill and Local 1011, International Association of Fire Fighters hereby agree that they shall both become and remain bound by the terms and conditions of this agreement for the orderly settlement of all questions covered herein.

Section 2: Non-discrimination

The employer agrees not to discharge or discriminate in any way or manner against Employees of the Bargaining Unit for Union membership or activities.

ARTICLE II

Section 1: Union Business Leave

Union officers shall be allowed time off for negotiations or conferences with employee's or employer's representative, without loss of pay or benefits and without charge to any leave and without being required to make up such time off.

Section 2: Bargaining Leave

Members appointed to the bargaining committee shall be allowed time off for negotiations or conferences with the employee or employer's bargaining representative, without loss of pay or benefits and without charge to any leave and without being required to make up any such time off. The number of employees allowed such time off shall not exceed three (3) at any one time.

Section 3: Union Leave

Union Officers and/or Members of the Union shall be allowed time off to conduct Union business without loss of pay or benefits and without charge to any other leave or being required to make up such time off.

Section 3a: Other Union Leave

The Union shall be allowed to send delegates of Local 1011 to attend meetings, seminars and conventions of the Massachusetts's State Labor Council, AFL-CIO, the Central Labor Council, the Professional Fire Fighters of Massachusetts, and the International Association of Fire Fighters, which leave shall be without loss of pay or benefits and without charge to any other leave or being required to make up such time off, providing such time off does not exceed 300 hours of duty per year for which the City supplies a replacement at a cost to the City. Any such Union leave, which does not necessitate hiring to fill such leave, shall not be deducted from the 300 hours.

ARTICLE III

Section 1: Management Rights

It shall be the function of the employer to determine the mission of the Fire Department of the City of Haverhill, set standards of services to the public and exercise control over the Fire Department's organization and operations. It shall be the right of the employer to direct its employees and take disciplinary action against any of its employees for just cause. The employer retains the right to determine the methods, means and personnel by which the Fire Department's operations are to be conducted as long as said means, methods and rules governing said personnel are not contrary to law or this agreement.

This section shall not be construed as to preclude any employee or the Union from grieving any act or decision of the employer affecting wages, hours or conditions of employment.

Section 2: Individual Agreements

The employer agrees that he/she will not enter into an individual agreement with any employee of the Bargaining Unit, which is contrary to this agreement without approval of Local 1011, but not to interfere with the rights of management.

ARTICLE IV

Section 1: Retention of Civil Service Rights

The City of Haverhill and the employees of the Bargaining Unit shall retain their Civil Service status and all rights accruing under law which are now in effect, or may come into effect.

### Section 2: Reserve List

The City shall maintain a reserve list of five (5) members. Effective 7/1/01, no individual will be appointed to the reserve list unless that individual is Massachusetts certified at the EMT level or higher. No appointee on the reserve list is to work until appointed to a permanent position. Once on the list, the name remains until the appointee has refused three (3) permanent positions. Reservists will be allowed to be trained and sent to the MA Fire Academy.

### Section 3: Vacancies in the Fire Fighter Ranks

The employer shall fill vacancies in the rank of Fire Fighter in accordance with City ordinances. The employer shall anticipate and maintain a list for filling vacancies.

### Section 4: Vacancies in Officer Ranks

The employer shall anticipate and plan for the filling of vacancies in Officer Ranks and shall make all reasonable effort to have a promotional list available to fill such vacancies.

### Section 5: Bid Positions

A bid position is an unfilled position in the Bargaining Unit and as vacancies occur, such position shall be posted at a conspicuous place at each firehouse for at least seven (7) days for the purpose of bidding by Members. The position must be filled with a Member who has submitted a bid, on or before the first day of the fifth month, after the closing of bids, allowing two (2) "A" week periods. Seniority shall be given appropriate weight as a factor in the award of bids. No employee who has successfully bid for a transfer may be allowed another transfer within twelve (12) months of such initial transfer unless his/her later bid is the only bid made for a vacancy. The person awarded a Bid will not be transferred, within twelve (12) months of award, unless mutually agreed.

The Chief may make recommendations as to the filling of said vacancies, which recommendations are subject to the written approval of the Mayor of the City of Haverhill.

In a case where a Civil Service list is in force for the filling of provisional, acting and temporary positions, such appointment shall be made from said list, and the appointment will terminate with the expiration of such list, and the appointment shall then be made on a seniority basis.

### Section 6: Layoffs

Layoffs shall be by inverse seniority.

## ARTICLE V

### Section 1: Working Out of Grade

Bargaining Unit employees working at a higher grade shall be paid at the minimum pay rate of that higher grade for all such hours worked in such grade. When the minimum falls below three (3) on any piece of equipment, an officer must be hired if one is not on duty on that piece of equipment.

### Section 2: Temporary Duty

An employee assigned to a temporary position of lower or higher rank at his own request because of a disability preventing him from performing the duties of his own grade shall be exempt from Article V Section 1., provided there is no conflict with Civil Service regulations.

### Section 3: Light/Modified Duty

This Limited duty Policy is not intended to replace or otherwise derogate Firefighters' rights and benefits provided by M.G.L. c. 41, Section 111F but rather as a potential alternative to the employees.

#### Eligibility

This policy shall apply to Members who have suffered an injury or illness covered by M.G.L. C. 41, Sec.111F and Members who are on sick leave based on non-job related incapacitation. This policy shall not apply to a Member until four (4) consecutive tours of duty, approximately thirty (30) days, have elapsed unless otherwise agreed by the Member, the Union, and the employer.

#### Procedures

- A. Upon the request of a Member or on the Chief's initiative, the Chief may arrange for a medical evaluation of the Member's extent of incapacitation and expected length and evaluation of the Member's ability to perform such limited duties.
- B. In the event the Member disputes the City's designated physician's evaluation and determination, the Member shall be afforded the opportunity to be examined by the Member's own physician who may consult with the City's physician prior to a decision that the Member may be assigned such limited duties.

If the Member's own physician and the City's physician disagree as to the Member's ability to perform such duties, both such physicians shall jointly designate a third physician who, at the City's expense, shall evaluate the Member and render an advisory written medical opinion to the Member's and City's physician. If the Member's and City's physician are unable to mutually agree upon such third physician, a list of qualified physicians in the medical specialty applicable and such, physicians shall alternatively strike names until a final physician is remaining and that physician shall make such evaluation. Assignment of such limited duty shall not occur until such third physician has rendered a medical opinion that the Member may perform such limited duties without risk to himself or to others, and the Member shall receive full pay and benefits until such opinion issues.

- C. If the foregoing procedure finds that the Member is not fit for such limited duties, the City may, if it has reasonable grounds to believe the Member's condition has improved, invoke such procedure anew after the expiration, of 30 days of the previous procedure.
- D. Any physician authorized to evaluate a Member shall be provided with a list of limited duties and shall be given access to pertinent medical records.
- E. Limited Duty shall not interfere with on-going medical treatment and the Member shall not be required to make up any time required for such treatment. If a Member whose incapacity is based upon c. 41, Section 111F, loses any work time because of such injury or illness incurred in the line

of duty, such lost time shall be charged to Section 111F and not to the Member's sick leave.

F. Limited Duty shall terminate when the Member is capable of resuming full duties or the Member ceases to be able to continue performing such limited duties. Limited Duty status shall continue during any appeal of an adverse decision of a Member's application for accidental disability or disability retirement. In no case shall Limited Duty continue for more than one (1) year unless by mutual agreement of the parties.

G. Limited Duty Assignments:

1. Inspection. Inspections of buildings, houses, fire alarms, sprinklers, extinguishers, etc. The Member must be capable of climbing stairs, walking through buildings and homes, maneuvering over or around equipment and debris. **(Day Shift)**
2. Deputy's Driver. The Member must be capable of climbing stairs and slide pole, getting into and out of vehicle, and sit in a vehicle for a long period of time and driving safely without risk to him/herself or to others. **(Regular Shift)**
3. Alarm Operator. Must be capable of sitting at a console for extended periods, answering telephones, assisting in radio communications, etc., at Day Time shift as 2nd or 3rd Operator's position (as 2nd Operator only if the regular operator is performing line work). May perform light household chores. **(Day Shift)**
4. Station Watch. Must be capable of sitting, standing, or walking. **(Regular Shift)**
5. Assistant to the Trainer. Must be capable of preparation for training classes or even teaching as a possibility, consistent with the Member's physical abilities. **(Day Shift)**
6. Maintenance Assistant. Must be capable of getting in and out of a vehicle, driving, carrying car parts, performing light duty chores such as light cleaning. **(Day Shift)**
7. Chief's Office. Must be capable of getting in and out of vehicle, driving, climbing stairs, carrying and delivering mail, documents and other lightweight items, perform minor office maintenance and cleaning. **(Day Shift)**

H. Members participating in the Light Duty policy shall receive full pay and benefits during such assignment.

I. Members participating in this program shall remain in their regularly scheduled group, except temporary assignment to day positions during limited duty.

J. Members whose absence is under Section 111F and who are not participating in this Light Duty program, shall keep the employer informed as to any change in their medical condition.

K. A Limited Duty assignment including hours, days of work and duties, shall be subject to periodic review depending on the Member's medical condition.

L. Disputes regarding the interpretation or application of this policy is subject to Article X of the Collective Bargaining Agreement.

PROCEDURES FOR LIMITED DUTY ASSIGNMENTS  
HAVERTHILL FIRE DEPARTMENT

**FIREFIGHTERS INJURED ON THE JOB**

- (1) Before approval of Section 111F benefits is issued by the Fire Chief, the Firefighter must be seen by a physician.
- (2) The Hale Occupational Health Department, or other agreed upon evaluation site, initiates an Injury Status Report for submission to the Fire Department and Human Resources Department indicating the injury and the work recommendations and limitations from the physician.
- (3) Reporting Injury Procedures initiated by the Fire Department must be completed by the City and the Firefighter in accordance with Chapter 41, Section 111F.
- (4) In addition to the Injury Status Report the physician at the Hale Occupational Health Department or agreed site will review the List of Limited Duties to indicate what duties are appropriate for the Firefighter to perform. The physician will indicate the duration of the limited duty assignment.
- (5) A Firefighter may seek a second opinion for injuries related to an accident. The physician will be expected to comment on the Firefighters fitness for limited duty assignments. The physician will indicate the duration of the limited duty assignment.
- (6) While on "limited duty assignment" the Firefighter on Section 111F will receive compensation in accordance with Chapter 41, Section 111F. A Firefighter on Section 111F will not be penalized for attending doctor's appointments or any recommended therapy (if they occur during regular work hours) as prescribed by the Hale Occupational Health Department or agreed physician and/or the Firefighter's physician.
- (7) In cases where a limited duty assignment will be long-term, the Chief will allow a time period of four (4) tours to lapse before assigning a firefighter to limited duties.
- (8) Firefighters who serve on a "Limited Duty Assignment" upon return to regular duty will be guaranteed his/her former position.
- (9) No transfer of personnel to create an opening for a limited duty assignment in that unit will take place, i.e.: A limited duty position is in addition to regularly staffed positions.
- (10) When neither physician agrees on the prescribed treatment and/or limited duties to the injured Firefighter, all medical information will be forwarded to an independent medical physician for an evaluation and a decision.

ARTICLE VI

Section 1: Duties

The duties of all Fire Fighters' ranks shall be those described by Civil Service under duties on the poster issued by Civil Service for the particular grade. A copy of said duties is being hereto affixed and marked Attachment "B".

Section 2: Hours of Work

Fire suppression personnel - 24 hour Schedule

Fire suppression personnel shall work a rotating schedule of one 24 hour shift of duty followed by 48 hours off duty, followed by one 24 hour shift of duty, followed by 96 hours off duty and the cycle repeats itself. This averages 42 hours of work per week over an 8-week cycle. Personnel shall be assigned to one of the eight duty groups. The day of duty will begin at 0800 hours.

### Fire Alarm Dispatch

Fire Alarm Dispatchers day of duty will begin at 0730 hours and they will work either the 24 hour schedule or the following schedule at the Chief's discretion, only to be altered on "A" week, or by mutual consent.

### 2/10 – 2/14 Schedule

Forty-two (42) hours shall constitute the workweek, consisting of two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts, followed by four (4) days off, and the cycle repeats. The day shift shall begin at 07:30 hours and end at 17:30 hours. The night shift shall begin at 17:30 hours and end at 07:30 hours. This averages forty-two (42) hours per week over an eight-(8) week cycle.

### Administrative Day Personnel

Personnel assigned to day positions; fire prevention/code enforcement, training, etc., will work a 10 hour shift per day, beginning no earlier than 0700 hours and ending no later than 1800 hours, four days per week between Monday and Friday. The weekday off may be rotated amongst coworkers in the same department or assigned by the Chief. The provisions of Article XII, Section 2 shall apply.

### Fire Department Equipment Maintenance and Signal Maintenance Personnel

Personnel assigned to maintenance positions shall work five (5) days per week, eight (8) hour shifts or four (4) days per week, ten (10) hour shifts. Shifts will begin no earlier than 07:00 and end no later than 18:00, and be between Monday and Friday. Shifts and hours will be assigned by the Chief and can only be altered on "A" week or by mutual consent. "Note: Personnel assigned to these positions prior to 7/1/01 will be allowed to remain on their current schedule, only to be changed by mutual consent."

### Section 3: Overtime Callback

In all situations in which the employer determines that there is a need to utilize manpower in excess of the then present on duty strength, the employer agrees that it will first offer said hiring to all persons who are Members of the Bargaining Unit prior to the hiring of any personnel not contained within the Bargaining Unit. Said additional work as required under this Section shall be compensated for as per Article XII, Section 2 and the Fair Labor Standards Act, which establishes the Overtime Rate.

Second alarms will include the calling of regular Fire Fighters to man two (2) pumps and one (1) ladder and one (1) ambulance. A minimum of twelve (12) fire fighters will be called back for all 2<sup>nd</sup> alarms. The City and Local 1011 shall establish the system for Callback. The City shall endeavor to have reserve equipment available.

This shall not in any way interfere with the present policy of the Call fire fighters in Rocks and Ayers Villages responding to fires in their respective areas or their use downtown for multiple alarm fires. The employer agrees that in implementing a Callback situation that it shall use the alarm system in effect during the term of this agreement until a new system is agreed to by the parties to this agreement.

Regular scheduled on-duty crews shall not be used to fill wells on other than emergency basis or for stand-by duty at construction sites, demolition sites, fireworks displays or other similar enterprises or other non-emergency details.

#### Section 4: Job Description

The City further agrees that if at any time during the duration of this agreement it shall submit to Civil Service any job description for composition of duties which differ from those hereto affixed and found in Attachment "B", it shall so notify the Union in writing at least ten (10) days prior to the submission of said proposed change to Civil Service.

#### Section 5: Change of Job Description

The City agrees that if any time during the term of this contract it elects to amend the duties, including those as set forth in Attachment "B" and affixed hereto, then the local has the right to reopen this contract for re-negotiation of wage and hour provisions.

### ARTICLE VII

#### Section 1: Vacations

All Members of the Bargaining Unit shall be granted a vacation without loss of pay, such vacation shall be computed in the following manner:

- 6 months but less than 1 year service - (48hrs) in the current vacation period;
- 1 year but less than 5 years' service - (96hrs) in the current vacation period;
- 5 years' but less than 10 years' service - (144hrs) in the current vacation period;
- 10 years' service - (192hrs) in the current vacation period;
- 20 years' service - (206hrs) in the current vacation period;
- 21 years' service - (220hrs) in the current vacation period;
- 22 years' service - (234hrs) in the current vacation period;
- 23 years' service - (240hrs) in the current vacation period;

Said vacation period shall commence on the first day in January and run through the last day in December. Members of the Bargaining Unit shall submit requests for vacations or personal leaves to the Chief of the Department or his/her designee. All vacation and personal leaves shall be taken at the discretion of the Member except as is herein noted. Vacation leave requests are to be submitted to the Chief or his/her designee on the appropriate forms at least eight (8) hours in advance of the requested time off and more than one (1) hour prior to the beginning of the shift. Members of the bargaining unit shall be allowed to take vacation on an hourly basis with a minimum of 8 hours. No vacation shall begin or end between 2200 hours and 0700 hours.

The Union agrees that the Member or the Union will supply a qualified replacement to be compensated at time and one half, if required by the Chief or his/her designee, in filling vacancies created by the taking of vacation leave or personal leave on the following days: Thanksgiving, Christmas Eve night, Christmas day, Christmas night, New Year's Eve night.

Members of the bargaining unit may elect to sell accrued vacation time, up to a maximum of ninety-six (96) hours annually, back to the City. Notice of request to sell vacation time will be forwarded to the Chief by November 15 of each year. Payment will be received for said hours within six (6) weeks of notice. The hourly rate shall be figured at 1/42 of the regular weekly compensation.

### Section 2: Personal Leave

Each Member of the Bargaining Unit shall be entitled to the maximum hourly equivalent of four (4) days, fifty-six (56) hours off with pay, annually for personal reasons. The term "day off" as used herein shall be construed as one shift, as the case may be. Personal leave shall be regulated as Vacation Leave as in Article VII, Section 1 above, with the exceptions, 1. Personal time shall only require a one- (1) hour notice before use, including during the same shift. 2. Slips submitted less than 1 hour prior to the beginning of shift, shall require that the member supply a qualified replacement, 3. A minimum of four (4) hours shall be applied to all personal time used.

### Section 3: Special Leave

Employees shall be granted leave without loss of pay for a tour of duty for which he/she is able to procure another employee to work in his/her place, providing that:

- A. Such substitution does not impose additional cost;
- B. Such substitution is within classification;
- C. The Chief or his/her designee approves and which approval shall not be unreasonably withheld;
- D. Such special leave is requested twenty-four (24) hours in advance wherever possible on an appropriate department form.

## ARTICLE VIII

### Section 1: Sick Leave

Employees shall be credited with sick leave at the rate of 12 hours for each month of service. Sick leave shall be governed and regulated according to the Municipal Personnel Rules for sick leave benefits to all municipal employees as listed in Document #167, approved Dec. 19, 1995, unamended. In addition thereto, in the event that a Member of the Department exhausts his/her sick leave, then the City agrees to extend said sick leave so long as a Member of the department of equal rank and without cost to the City performs the services in his/her stead. The substitute employee shall be considered an employee for all purposes save and except for pay.

### Section 1a: Sick Leave Accumulation Buy Back for Retiring Members

A Member of the Bargaining Unit may notify the City of pending retirement up to one hundred eighty (180) days, but not less than sixty (60) days prior to retirement. A minimum of thirty (30) days prior to said retirement date, the City agrees to pay the employee for fifty percent (50%) of the accumulated sick leave, at the rate of forty percent (40%) of their regular weekly compensation. The balance fifty percent (50%), shall be paid within one hundred eighty (180) days of retirement, at the forty percent (40%) rate. It is further agreed, if the Member does not retire within 30 days of the notified date, the fifty percent (50%) to be paid following retirement will be forfeited. This section shall not preclude any Member from receiving forty percent (40%) buy back after retirement, for accumulated sick leave by not notifying the City of pending retirement.

Section 1b: Sick Leave Buy Back in the Event of Death

Upon the death of a Member of the Bargaining Unit, accumulated Sick Leave shall be paid to the Member's heirs or to the estate at the rate of forty percent (40%).

Section 1c: Attendance bonus

Effective 1/1/02. For each quarter work year of perfect attendance at work by a Member, ten (10) hours of annual leave will be granted. If a Member maintains perfect attendance for one year (four quarters), forty-eight (48) hours annual leave will be granted. Such hours of annual leave must be taken during the next working quarter with the approval of the Chief or his designee according to rules in Article VII section 1. Bereavement leave and/or personal or vacation leave shall not be considered as absences in applying this provision. This provision shall not include Members on Section 111F.

Section 2: Bereavement Leave

Bereavement leave shall be regulated according to Document #167, approved Dec. 19, 1995, unamended. The Chief of the Department may in appropriate circumstances extend and/or expand Bereavement Leave.

Section 3: Injury Leave

Pay for Members of the Bargaining Unit who are injured in the line of duty shall be governed under M.G.L. Chapter 41 Section 111F and all rights accruing under the law which are now in effect. Members on injury leave shall accumulate all benefits normally accrued by Members of the Bargaining unit, including sick leave. All injuries shall be reported as required by M.G.L.

Section 4: Health Care Insurance

Hospitalization and physicians' services shall be those set forth in Chapter 32b of the General Laws of the Commonwealth of Massachusetts, which the City recognizes in its entirety. The City shall pay seventy-five percent (75%) of all costs of Blue Cross/Blue Shield Master Medical, and ninety percent (90%) of all HMO's. It is further agreed between the City and the Local that if the City of Haverhill pays any greater percentage for any employee of the City including all school employees, then the City shall pay the similar percentage for all Members of this Bargaining Unit. Said automatic increase shall apply if any other employee groups' benefits/premiums are increased over those which are provided for Members of this Bargaining Unit.

Section 125 of the Internal Revenue Code, Pre-tax program for health, life and dental insurance shall be implemented for all Members of the Bargaining Unit.

Section 5: Military Leave

Military Leaves which are required for the employees covered under this Contract shall be in accordance with the General Laws of the Commonwealth of Massachusetts and any ordinances of the City of Haverhill supplemental thereto.

Section 6: Humanitarian Leave

Members of Local 1011 will be allowed time off with no loss of pay or benefits, and without charge to any other leave or being required to make up such time off, providing that such time off does not exceed fifty (50) shifts of duty per year for which the City supplies a replacement at a cost to the

City. This time shall be used to work in an emergency capacity at Local, National or International disasters. Any such leave that does not necessitate hiring shall not be deducted from the fifty (50) shifts. The term disaster may include fires, earthquakes, hurricanes, tornadoes, floods, or other incidents where the presence of first responder/emt/paramedic or emergency personnel may make a significant contribution. Members will be considered to be responding as a mutual aid function. Members will **not** be allowed to receive any other compensation other than direct expense reimbursement. Approval from the Fire Chief and the Union President shall be required.

## ARTICLE IX

### Section 1: House Duties

Employees shall not be required to paint, do carpentry work, plumbing, electrical work or maintain buildings or equipment in any manner other than for general housecleaning duties. The officer in charge of each house shall apportion all work among the subordinates as equitably as is practicable.

### Section 2: Health and Safety

A committee representing the Union shall meet with the Chief of the Department at least once each quarter in the months of February, May, August, and November. Meetings will be to discuss and make recommendations for improvements for the general health and safety of the employees. The City shall continue to supply efficient and safe equipment and material to protect the health and safety of the employees.

### Section 3: Employee Liability

The employer shall hold all employees harmless from any liability arising out of acts while in the performance of their duties. If any employee is sued as a consequence of his/her acts while in the performance of his/her duties, the employer shall furnish legal counsel to him/her at the employer's expense. If a judgment issues against an employee as a consequence of his/her acts while in the performance of his/her duties, the employer shall pay such judgment.

### Section 4: Bulletin Boards

The City shall provide a twenty (20) square foot bulletin board in each of the respective fire houses for the posting of Union notices concerning Union business and activities.

The City further agrees that the Local may make use of the vocal communication system for Union business, so long as said use shall not interfere with fire alarms, etc.

## ARTICLE X

### Section 1: Grievances

Any employee or the Union may grieve any event concerning wages, hours, terms and conditions of employment, or concerning any matter or condition arising out of the employer-employee relationship, including any claim of unjust discrimination or any matter or condition of employee's health or safety. Such grievance shall be processed as follows:

### Section 2: First Step

The Union shall submit such grievance, within 365 days of the incident, in writing to the Chief, setting forth the nature of the grievance and stating the remedy desired. The Chief or his/her

designee may hold any hearings he/she feels are necessary and shall respond to the employee(s) and/or Union in writing within seven (7) days after presentation.

Section 3: Second Step

If the grievance remains unresolved, the grievance may be submitted to the Mayor within seven (7) days after the response of the Chief or his/her designee is due. Within five (5) days of such submission to the Mayor, the Mayor shall meet with the Union representatives to attempt to resolve said grievance. The Mayor shall issue a written decision within seven (7) days of such meeting.

Section 4: Third Step

If the grievance remains unresolved, the Union may within ten (10) days after the Mayor's decision or date on which decision is due, submit the grievance to arbitration by mailing a petition to the Massachusetts Board of Conciliation and Arbitration and a copy of such petition to the Mayor. The Board's decision shall be final and binding upon the parties. Cost shall be shared equally.

Section 5: Time Limits

Days as used in this Article shall mean calendar days. The parties may mutually extend such time limits specified herein.

ARTICLE XI

Section 1: Personnel Rules

Any issues not covered by this agreement shall be according to City of Haverhill Personnel Rules, Document # 167, approved Dec. 19, 1995, unamended.

Section 2: Personnel Files

Personnel Files may not be examined by unauthorized persons without written permission of the employee concerned. For this purpose, the Chief, Acting Chief, the Chief's designee approved by the Mayor, and the Mayor are authorized persons. The Union President or designee when investigating or processing a grievance shall be authorized persons, except where availability is contrary to Federal or State Law.

The individual employee may inspect his/her personnel file at reasonable times. The employee may respond to any unfavorable document in his/her file, and such reply shall be included in his file.

ARTICLE XII

Section 1: Salaries

It is agreed and understood between the parties that the City shall pay to all Bargaining Unit employees, according to the following schedule: (Steps effective on their anniversary date.)

Effective 7.1.2001	3%						
<u>Rank</u>	<u>Reserve</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>	<u>Diff.</u>
Private	\$14.01	\$637.06	\$679.81	\$726.61	\$773.48	\$799.59	
F/P Private						\$799.59	\$83.96
Mechanic		\$637.06	\$679.81	\$726.61	\$773.48	\$799.59	
Signal Main.		\$637.06	\$679.81	\$726.61	\$773.48	\$799.59	

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>Diff.</u>
Lieutenant	\$836.90	\$874.21	\$911.53	
F/P Lieutenant			\$911.53	\$88.88
Training /Education Lt.			\$911.53	
Captain	\$951.03	\$990.53	\$1030.03	
Deputy	\$1071.23	\$1112.43	\$1153.63	
F/P Deputy			\$1153.63	\$98.06
Sr. Deputy			\$1153.63	\$98.06
Training Deputy	\$1071.23	\$1112.43	\$1153.63	\$46.15
Fire Alarm Super.			\$1030.03	\$113.30
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Master Mechanic	\$839.57	\$879.55	\$919.53	\$959.51

### Section 1a: Shift Differential

A shift differential of ten percent (10%) will be paid to all members of the Bargaining Unit for all hours worked.

### Section 1b. Lead Operator (Effective July 1, 2001)

The lead operator on duty at alarm dispatch shall be paid a differential of 3% of top step private for all hours so worked. He/She will be in command of Fire dispatch when no Fire officer is present and will conduct required training of new dispatch personnel. He/She will be designated by the Chief.

### Section 2: Overtime Rate

All hours in excess of eight (8) on any eight hour shift, ten (10) on any ten hour shift, fourteen (14) on any night shift, or twenty-four (24) on any 24 hour shift, shall be compensated for at one and one half times the employee's hourly rate of pay. The hourly rate of pay is based upon 1/42 of the regular weekly compensation. Employees on duty who are held beyond their scheduled tour shall receive a minimum of two (2) hours of pay at the overtime rate. Overtime hours in excess of said two (2) hours shall be compensated for to the next half hour at the overtime rate.

Employees called back to work when off duty shall receive a minimum of four (4) hours of Overtime Rate. Any overtime hours in excess of four (4) hours shall be compensated for to the next half hour at the overtime rate.

### Section 3: Paid Details

Paid Details shall be compensated as follows:

- A. In the case of a detail requiring one (1) Member, the Member shall be paid at a rate of \$30.00 per hour.
- B. For details that require manpower in excess of one Member, the Officer or senior Member if no Officer is on the detail shall be paid at \$37.50 per hour.  
All details shall have a minimum compensation of four (4) hours pay per Member. Work in excess of four hours shall be compensated to the next full hour.  
The employer shall require the use of Fire Watch details at large public gatherings, fireworks demonstrations, fuel tank removals over 1100 gallons, blasting, building demolition, etc..  
The City shall pay for its own details for such City sponsored events and the contractor or sponsor of other such gatherings shall be responsible in those instances.

Section 4: Paid Detail Ordinance

The parties agree that upon the signing of this agreement, the Mayor or his/her designee in conjunction with Local 1011 shall draft an ordinance mutually acceptable to the Union and City pertaining to the requirements for Paid Details at large public gatherings, and that within six months of this signing of this agreement the Mayor shall file said ordinance with the City Council and support its implementation.

Section 5: Clothing Allowance

Effective July 1st of each year, employees shall be paid annually the following clothing allowance :

- |   |           |
|---|-----------|
| A. Employees wearing station uniforms             | \$1450.00 |
| B. Employees wearing other than station uniforms  | \$1475.00 |
| C. Employees assigned to the maintenance division | \$1650.00 |

\*Note - Allowance paid to employees assigned to Signal/Maintenance Divisions also includes tool allowance as part of clothing allowance.

Uniformed employees shall have the option to wear class B uniform or dress blues to and from work. Station uniforms may not be worn off duty for casual wear. Any requirements for a new original issue or item of clothing or equipment prescribed by the Department shall be furnished to the members of the Department at the City's expense. This, however, shall not include items of clothing or equipment used by the members of the Department at their own request.

Section 5a: Time of Payment

Payments of Clothing Allowance shall be made semi-annually with half of the above amounts to be paid on the third Friday in July and the other half to be paid on the third Friday in January.

Section 6: Protective Clothing

Protective clothing such as helmets, nomex or equal coats, night hitches, boots, nomex hoods, gloves, personnel S.C.B.A. masks, etc. shall be N.F.P.A. approved and shall be supplied by the City at the City's expense. The employer shall purchase a minimum of fifteen thousand dollars (\$15,000.00) in protective clothing and personal equipment annually. The purpose of which is to insure that the City's Fire Fighters have the maximum protection in performing their duties.

Section 7: Longevity Pay

Effective July 1st, of each year, all Members of the Bargaining Unit shall receive annually, Longevity Pay in accordance with the following schedule:

- |                                 |           |
|---------------------------------|-----------|
| 5 but less than 10 years-----   | \$400.00  |
| 10 but less than 15 years ----- | \$600.00  |
| 15 but less than 20 years-----  | \$800.00  |
| 20 but less than 25 years ----- | \$1000.00 |
| Over 25 years-----              | \$1200.00 |

Longevity pay shall be paid the first Friday of November.

Section 7a: Senior Stipend

Effective July 1, 2001, after twenty-two (22) years of service computed by counting reserve time, as well as regular time, employees will be entitled to a three percent (3%) premium on their base pay. This premium shall be paid weekly and it shall not apply to overtime or any other benefits. The premium shall be paid to each eligible employee for three (3) years, after which the premium will lapse for that employee. To activate this provision the employee must notify the Fire Chief one (1) month in advance, in writing, along with verification of years of service from the Haverhill Retirement Board.

Section 8: Hazardous Materials Pay (Effective 7.1.01)

Effective July 1st, of each year, the City shall pay Hazardous Material Pay of \$700.00, to Members of the Bargaining Unit certified at Haz-Mat awareness level, to be paid the first Friday in February.

Section 9: Payment for Valid EMT Certificate Holders

Effective July 1, 1999, on July 1st, of each year, there shall be paid annually to the holders of valid Emergency Medical Technician (EMT) Certificates the sum of four percent (4%) of top step private's base pay. Said payments to be made on the first Friday in December. If any Member of the Bargaining Unit or recruit Fire Fighter is required by the City to attend E.M.T. School, the City will pay the full cost. Additionally, any Member who successfully completes the necessary courses for and maintains certification as an:

EMT-I shall receive five percent (5%) of top step Private base pay

EMT-P shall receive seven percent (7%) of top step Private base pay

Section 10: Payment for Academic Credits

The City of Haverhill agrees to pay for Fire Science credits as follows:

	<u>Effective July 1 2001</u>
15 credits Fire Science	1.5 % of Base Pay
30 credits Fire Science	3 % of Base Pay
45 credits Fire Science	4.5% of Base Pay
Assoc. Degree Fire Science	6 % of Base Pay
Bachelor's Degree Fire Science/ Administration	10% of Base Pay

Payment is to be made on a weekly basis. The percentage is not figured into the base pay.

Section 10a: MFA Education

Effective 6/30/02. The City will pay to all Members who attend and complete educational courses offered by the Massachusetts Firefighting Academy (MFA). Courses taken prior to 1/1/02 will not be included in the formula. Approval from the Chief must be requested prior to attendance.

1. A 1-% stipend on a Member's base pay shall be paid to each Member upon completion of each 40 hours of (MFA) training. Members may complete more than 40 hours in one year, however Members will be limited to a 2% additional stipend added to the base pay for each year. For those Members that have completed the training ahead of schedule, the additional hours completed will be credited to and paid in subsequent years. The maximum stipend any Member will be entitled to under this section is 4% for 160 hours of training.

2. Repeat classes will not be counted within 4 years of taking any class unless approved by the Chief. Non MFA classes will not count toward the stipend unless approved by the Chief.
3. The City will provide and pay for all Members interested in being trained for the closed /confined space rescue. MFA training will be counted toward the stipend.
4. Members will not be granted on duty allowed leaves to attend the Massachusetts Fire Academy for the purpose of this section. Classes must be taken on off duty time.
5. Recruit training will not be counted toward this stipend.
6. Members will be exempt from overtime refusals to attend MFA for the purpose of this section. Proof of attendance may be required.

Note: The maximum percentage paid to any member for educational benefits listed in Article XII Section 10 will be 10% of the individual's base pay.

Section 11: Day and Administrative Personnel Differential

Members of the Bargaining Unit currently assigned by the Chief to Fire Prevention, Training, Education, Fire Alarm, etc., shall be paid a differential as shown in Article 12: Section 1 Salaries.

Section 11a: Day and Administrative Personnel

After 7/1/01, all uniformed members of the bargaining unit newly assigned to administrative day positions, by the Chief, shall be paid a differential of 9% of their base pay. (Fire Prevention, Training, Education, Fire Alarm, etc.)

Section 12: Holiday Pay

The following holidays shall be paid holidays:

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

Holiday Pay shall be paid as accrued.

If the President, the Governor, the Mayor or any other governmental authority declares a special holiday, or if the City of Haverhill grants administrative leave to any other Bargaining Unit or employees of the City of Haverhill, such holiday or administrative leave shall inure to the employees of the Fire Department.

Holiday Pay shall be one-fourth of the employees weekly salary whether he/she worked the holiday or not, or was on authorized leave of absence.

Section 13: Working Holidays

Members who work on a holiday shall be paid in accordance with Article III, 63-14, of the Personnel Rules set out in Document #167, approved Dec. 19, 1995 unamended.

## ARTICLE XIII

### Section 1: Rights and Privileges

All other benefits, which are enjoyed by the employees covered by this Contract, which are not specifically provided for or abridged by this Contract, are hereby protected by this Agreement. All other benefits and/or rights enjoyed by the employees covered by this contract which are now governed by the Municipal Ordinances or State Law and which are not in conflict with this Agreement, shall remain in full force and effect.

## ARTICLE XIV

### Section 1: Duration

The duration of this agreement shall be from July 1, 2001 through June 30, 2002. Either party wishing to modify or amend this Agreement shall notify the other in writing no more than one hundred and eighty (180) days nor less than sixty (60) days prior to the expiration date. Negotiations shall commence within five (5) days of receipt of such notice.

### Section 2: Duration of Terms of Agreement

After the expiration of this Agreement, its terms and conditions shall continue until a successor agreement is executed. In all other respects and to the extent they are not inconsistent with the terms herein set forth, the terms, conditions and provisions of this Collective Bargaining Agreement shall remain in full force and effect.

### Section 3: Copies of the Agreement

The City shall provide one copy of this agreement to each Member of the Bargaining Unit within sixty (60) days of agreement.

### Section 4: Dues Check-Off

The employer shall deduct Union dues and assessments upon receipt of authorization of employees in the Bargaining Unit. Such deduction shall be forwarded to the Union's Secretary/Treasurer by the tenth (10th) day of the succeeding month.

### Section 5: Agency Service Fee

Pursuant to 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 ever 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 a Member and remain a Member in good standing of the exclusive 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 weekly.

### Section 6: 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 7: Waiver or Relinquishment

The failure of the Union or the employer 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 Union or the City to the future performance of any such term or provisions and obligation of the City and the Union or such employee for such future performance shall continue in full force and effect.

Section 8: Stability of Agreement

The parties 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.

ARTICLE XV

Section 1: Transfers

The Chief may transfer or change assignments on "A Week", subject to the written approval of the Mayor. "A Week" shall mean the regular and usual eight-week cycle and such transfer or reassignment shall occur at the beginning of such cycle.

Transfers shall be posted at each station, a minimum of four (4) days prior to implementation (no later than Wednesday at noon). Other transfers, temporary or permanent may only be made upon mutual consent of the parties to this Agreement. Consent will not be unreasonably withheld.

Section 2: Transfers - Roller-skating

Notwithstanding the provisions of Section 1 of Article V (out of grade), any Fire Fighter may voluntarily agree to transfer or change of his/her assignment as may be requested by the Chief for purposes of moving, reassigning or transferring available firefighters on duty to provide minimum manning as required by this agreement.

Any such move, reassignment or transfer shall be made at the commencement of a tour of duty, shall be made only with the consent of the Fire Fighter so requested by the Chief to be moved, reassigned or transferred and shall be effective only for such tour of duty. Any Fire Fighter so moved, reassigned or transferred shall be paid at the rate of one and one half ( 1 1/2 ) times his/her hourly rate of pay.

ARTICLE XVI

Section 1: Line of Duty Death

If a Fire Fighter is killed in the line of duty, the employer shall pay fifty thousand dollars (\$50,000.00) to his/her spouse, or if no surviving spouse, to his/her minor children. If there are no surviving minor children, payment shall be made to his/her estate.

## ARTICLE XVII

### Section 1: Manning

The present structure of the Fire Department is according to Document 103 of 1998, an Ordinance Relating to the Complement of all Departments.

#### Water Street Fire Station

- Car 2 – Shift Commander (4 Deputy Chiefs)
- 1 - 1250 Gallon Pumper: Quota 4 officers - 12 fire fighters
- 1 - 100' Aerial Ladder or Platform: Quota 4 officers - 12 fire fighters
- 1 - Rescue: Quota 4 officers - 8 firefighters

#### High Street Fire Station

- 1 - 1250 Gallon Pumper: Quota 4 officers - 12 firefighters

#### Sixteenth Avenue Station

- 1 - 1250 Gallon Pumper: Quota 4 officers - 12 firefighters

#### Bradford Station

- 1 - 1250 Gallon Pumper: Quota 4 officers - 12 firefighters

#### Fire Prevention and Inspection Bureau

- 1 - Deputy Chief
- 2 - Fire Inspectors (Fire Fighter)
- 1 - Code Enforcement Officer (Lieutenant)

#### Training, Education and Support Services

- 1 - Training and Support Services Officer (Deputy Chief)
- 1 - Training Officer (Captain)
- 1 - Education Officer (Lieutenant)

#### Fire Alarm Headquarters

- 1 - Superintendent of Fire Alarm (Captain)
- 1 - Signal Maintainer
- 8 - Alarm Operators (Fire Fighter)

#### Maintenance Division

- 1 - Master Mechanic
- 1 - Mechanic

Each engine company with the exception of Engine 3 Water Street, shall be allowed a minimum of any combination of either one (1) officer - two (2) firefighters, or zero (0) officer - three (3) firefighters. Engine 3 Water Street shall require a minimum of one (1) officer and three (3) firefighters. The third firefighter being allowed to man the tanker as required. The Rescue shall require a minimum of one (1) officer and two (2) firefighters. The Ladder company shall require a minimum of one (1) officer and two (2) firefighters except, from December 1 through March 31 of each year, the Ladder shall require a minimum of one (1) officer and three (3) firefighters.

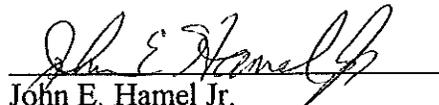
If any major change being made in the organizational structure of the Department as to apparatus or manpower by the City of Haverhill or the Chief of the Fire Department (both of whom represent management), notice of such proposed change shall be submitted to the Union at least thirty (30) days in advance of any implementation of any such change. The Union shall within ten (10) days of receipt of said notice, submit in writing if it so desires any comments, suggestions or recommendations in regard to such proposals, to the Mayor. If any objections are made to the said proposals and are supported by two-thirds of the then active Deputy Fire Chiefs, and said objections are filed in writing with the Mayor within ten (10) days of receipt of said notice of proposed changes, then the Mayor will not authorize or endorse such proposed changes until after a hearing is held.

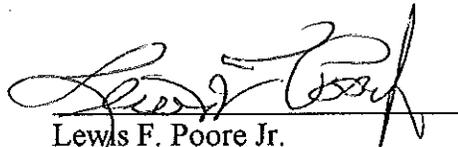
Said hearing will be with the Deputy Chiefs, representatives of the Union and the Fire Chief, within fifteen (15) days after such receipt of notice by the Mayor of the objections of the Deputy Chiefs. Within thirty (30) days thereafter the Mayor shall submit his/her approval, disapproval, modification or alteration of said proposed changes as he/she may see fit.

It is the intent of this Article that management will give due consideration to any and all suggestions submitted by the employees without in any way restricting or limiting the rights of management pursuant to Article III of this Agreement. It is agreed and understood that the final decision of these matters is solely within the province of management.

Section 2:

There shall be no less than twenty (20) Fire Suppression personnel on duty each shift.

  
John E. Hamel Jr.  
Fire Chief, City of Haverhill, MA

  
Lewis F. Poore Jr.  
Pres. Local 1011, I.A.F.F.

DATE: 1-4-02

Approved as to Form

  
Ashod N. Amirian  
City Solicitor  
City of Haverhill, MA

  
James A. Rurak  
Mayor, City of Haverhill, MA

SIDE LETTER

The following items are a clarification and/or changes to the Collective Bargaining Agreement and shall run in concurrence with said agreement.

Art. IV Sec.2

The City agrees to file an ordinance to support this section of the C.B.A.

✓ Art. VII Sec.2

Personal Leave, Members assigned to suppression and or fire alarm dispatch shall receive fifty-six (56) hours leave per year. All other personnel shall receive forty (40) hours per year.

✓ Art. VIII Sec. 1C

Perfect attendance for one year shall mean one calendar year, not four quarters in a row.

✓ Art. XII Sec. 1

Master Mechanic step raises shall require NAEMT certifications with each step increase.

✓ Art. XII Sec.5

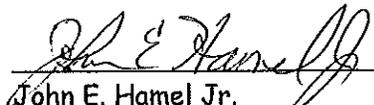
New items of Clothing do not include items required prior to 7/1/2001 regardless of implementation date.

✓ Art. XII Sec.10a

Payments under this section will be made weekly.

✓ Art. XII Sec.11a

As of 6/1/02 All Personnel assigned to Day and Administrative Positions shall receive a minimum of the 9% differential.

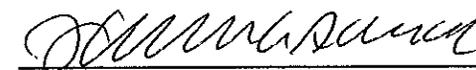
  
John E. Hamel Jr.  
Fire Chief, City of Haverhill, MA

  
Lewis F. Poore Jr.  
Pres. Local 1011, I.A.F.F.

DATE: 1-4-02

Approved as to Form:

  
Ashod N. Amirian  
City Solicitor  
City of Haverhill, MA

  
James A. Rurak  
Mayor, City of Haverhill, MA

## Eligibility

### Promotion to Fire Lieutenant

Eligibility: This examination is open to the permanent Fire Fighters in the Haverhill Fire Department who have been employed in this grade, after certification, for at least three years \* prior to the date of the examination \* Including periods, if any, during which the applicant was provisionally promoted therefrom, or temporarily appointed, after certification, to a position in a higher grade. (C. 31, S.59).

### Promotion to Fire Captain

Eligibility: This examination is open to the permanent Fire Lieutenants in the Haverhill Fire Department who have been employed in this grade, after certification, for at least one year \* prior to the date of the examination \* Including periods, if any, during which the applicant was provisionally promoted therefrom, or temporarily appointed, after certification, to a position in a higher grade. (C. 31, S.59).

### Promotion to Deputy Fire Chief

Eligibility: This examination is open to employees in the Haverhill Fire Department with permanent status in the below listed title(s) who have been employed, permanent or temporary after certification, in the eligible title(s) for at least one year \* prior to the date of examination:

Fire Captain

\* Including periods, if any, during which the applicant was provisionally promoted or temporarily appointed, after certification, to a position in a higher grade. (C. 31, S.59). For the purpose of meeting this eligibility requirement, consider any time working provisionally in a position higher than your permanent civil service title as time spent in your permanent civil service position.

### Promotion to Fire Chief

Eligibility: This examination is open to the permanent Deputy Fire Chiefs, in the Haverhill Fire Department who have been employed in this grade, after certification, for at least one year \* prior to the date of the examination \* Including periods, if any, during which the applicant was provisionally promoted therefrom, or temporarily appointed, after certification, to a position in a higher grade. (C. 31, S.59).

Duties - Fire Fighter: Taken from Massachusetts Department of Personnel Administration open competitive examination, announcement #4999, test given April 27, 1996.

A Fire Fighter often performs risky and physically demanding duties under emergency conditions. A Fire Fighter works under supervision, often as a member of a team, to respond to fire and non-fire emergencies. A Fire Fighter's duties may include, for example, connecting, pulling and operating hose lines; operating a pump; positioning and climbing ladders, emergency rescue and lifesaving; ventilating smoke-filled areas; using and maintaining tools and equipment, and training and fire station activities.

Duties - Fire Lieutenant: Taken from Massachusetts Department of Personnel notice for promotional exam, announcement #3945, test given November 18, 1995.

Under the general supervision of a fire officer of higher grade; responds to all emergency alarms in an assigned area and supervises operations until relieved by a superior officer (e.g.; responding to fire emergencies and using pre-fire planning and standard operating procedures in order to extinguish the fire as soon as possible, responding to emergencies of life-threatening nature and, when necessary, giving life support until paramedic units arrive, and responding to other miscellaneous situation to save or reduce loss of property or to aid persons not necessarily in life-threatening situation); trains or arranges for training for subordinates in order to keep subordinates abreast of new procedures to maintain needed skill level of subordinates for efficient operation, and to develop subordinates to their fullest capability for promotion; schedules and assigns subordinates to various daily task that are needed to be performed in quarters; performs various supervisory functions required in supervising subordinates to develop a disciplined, effective and cohesive unit while striving for high level of morale; completes daily and weekly reports and forms as required and keeps accurate records of all actions performed by company for the purpose of documentation of such actions; supervises and performs inspectional, and regulatory duties pertaining to the prevention or extinguishment of fires in residences, schools, hospitals, nursing homes and other types of occupancies, performs physical activities related to fire fighting as demanded at each incidents such as directing fire fighting force, wearing of breathing apparatus, rescue of occupants, removal of occupants from dangerous environment, use of fire fighting equipment, use of special protective and operational equipment for hazardous material and hazardous environmental atmospheres, and all related activities; and performs related duties as required.

Duties - Fire Captain: Taken from Massachusetts Department of Personnel notice for promotional exam, announcement #3946, test given November 18, 1995.

Under the general supervision of a fire officer of higher grade: responds to all emergency alarms in an assigned area and supervises operations until relieved by a superior officer (e.g., responding to

fire emergencies in assigned area by using pre-fire planning and standard operating procedures in order to bring the fire a successful conclusion soon as possible; responding to emergencies of life-threatening nature and when necessary, giving temporary life support until paramedic units arrive; and responding to other miscellaneous situation to save or reduce loss of property; or to aid persons not necessarily in life-threatening situation); supervises, evaluates and trains personnel in assigned daily operations of the company to ensure that Fire Department methods, procedures, and daily routines are being carried out (e.g., evaluating manpower and equipment to determine availability and readiness for emergency calls; training or arranging for training for subordinates in order to keep subordinates abreast of new procedures, to maintain needed skill level of subordinates for efficient operation, and to develop subordinates to their fullest capability for promotion; scheduling and assigning subordinates to various daily task that are needed to be performed in quarters; and performing various supervisory functions required in supervising subordinates to develop a disciplined, effective and cohesive unit while striving for high level of morale); completes daily, weekly, monthly and annual reports and forms required to keep accurate records of all actions performed by company for the purpose of documenting such actions; supervises and performs inspectional, investigative and regulatory duties pertaining to the prevention or extinguishment of fires (e.g., supervising and performing inspectional duties pertaining to pre-fire planning and fire prevention for all buildings in assigned area, supervising routine in-service inspections, and investigating all complaints received; and performing investigative duties to determine cause of fires, false alarms, other emergencies and public complaints when serving as incident commander); performing various administrative functions as required (e.g., planning operations for which company is responsible; attending and participating in meeting to solve various problems, institute new procedures, etc.; and performing public and community relations by means of attending community meetings, giving talks and demonstrations on fire prevention, first aid, etc); and performs related work as required.

Duties - Deputy Fire Chief: Taken from Massachusetts Department of Personnel notice for promotional exam, announcement #6008, test given March 23, 1996.

Under general supervision, assists in the direction of operations of the Haverhill Fire Department, including budgeting, long-range planning, and public relations; exercises supervision over direct reporting staff and develops and maintains departmental efficiency, morale, and order; evaluates the availability of fiscal and equipment resources, personnel, and local needs relative to the protection of life and property and the prevention and suppression of fire; directs and performs fire prevention duties including code and pre-fire inspection duties; directs, performs and reports the results of fire investigations; personally responds to fire and non-fire emergencies in order to supervise actions of fire service personnel; and performs related duties as required.

Duties - Fire Chief: Taken from amended announcement for Promotion To Fire Chief Haverhill Fire Department, announcement #5221, Filing date of February 10, 1995.

Under the general supervision of the mayor, town or city council, town or city manager, fire commission or commissioner, board of selectman or alderman: directs the operations of a municipal fire department by utilizing administrative functions such as long-range planning to determine policies, program priorities, and the utilization of resources in order to ensure the efficient and effective implementation of the goals and objectives mandated by state laws, local bylaws or ordinances and department rules and regulations; evaluates the availability of fiscal and equipment resources, personnel, and the needs of the local jurisdiction relative to the protection of life and property and the prevention and suppression of fire; directs and performs fire prevention duties including code and pre-fire inspection duties pertaining to the fire service; directs, performs and reports on fire investigations; performs complex, diversified and highly responsible work exercising supervision over direct reporting staff and overseeing the delivery of major municipal fire services to develop and maintain a disciplined, effective, efficient fire department with high moral, personally responds to fire and non-fire emergencies in order to supervise actions of fire service personnel; performs public relations and prepares and disseminates news releases to the media; plans and conducts hearings or meetings on issues of public concern; prepares and submits budget requests and administers department budget; interviews and selects personnel for promotion; reviews and negotiates contract proposals from contractors and/or vendors, and performs related duties as required.

# HAVERHILL FIRE FIGHTERS

Local No. 1011



Haverhill, Mass.

## Trial Period Agreement

### Section 1

The City of Haverhill and IAFF Local 1011 Haverhill Firefighters agree to supersede Article VI Section 2, Hours of Work in the Collective Bargaining Agreement. Starting February 8, 1998, and for 32 weeks thereafter the Hours of Work for suppression personnel will be from 0800 hours to 0800 hours the following day, a 24 hour shift followed by 48 hours off then another 24 hour shift followed by 96 hours off. Schedule to average 42 hours per week over an 8 week cycle. It is further agreed that up to the first day of the 31st week either party may notify the other of their request to revert back to the present plan C schedule. If a request to change is submitted by either party, no further information shall be required for the return to plan C. After 32 weeks, if there has been no objection by either party an additional 24 week trial period will commence. The alarm room will work the same 24 hour shift for an 8 week trial period, followed by an additional 16 week trial period.

### Section 2

#### Overtime

#### Suppression Personnel

Overtime shifts shall be between 0800 and 1800 for day shift, 1800 and 0800 for night shifts. No one shall be required to work more than 38 continuous hours or be allowed to work more than 48 continuous hours. Less than 10 hour overtime shifts will be maintained on hourly basis. Overtime rules to be reviewed during trial period.

### Section 3

#### Special Leave

As set forth in Collective Bargaining Agreement Article VII Section 3.

### Section 4

#### Vacations

All members of the bargaining unit except alarm room personnel shall be allowed to take vacation time on an hourly basis with a minimum of 4 hour increments, up to 8 times per year. Except no vacation time shall end or begin between 2200 and 0700 hours. Balance of vacation time to be used on 10 hour minimum increments. Alarm room personnel must provide name for coverage prior to

# HAVERHILL FIRE FIGHTERS

Local No. 1011



Haverhill, Mass.



Trial Period Agreement Page 2

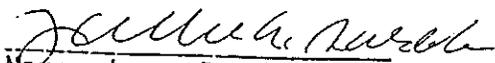
approval for time off slips, vacation, personal days, etc. Personnel for coverage in alarm room may not work over 24 hours continuous.

Section 5  
Sick Leave

Sick leave usage shall be charged on an hourly basis as used. Accumulation will be 1 1/2 day per month (10.5 hours) as us currently accumulated.

\_\_\_\_\_  
Chief Richard Borden

  
\_\_\_\_\_  
Lewis F. Poore Jr.  
President Local 1011

  
\_\_\_\_\_  
Mayor James Rurak

October 1996

As an adjustment to the contract between City of Haverhill and Local 1011, International Association of Fire Fighters, The city agrees to implement the following schedule of step increase.

Name	Transferred to Step	Next Step and Date
M D'Angelo	3 year Step	5 year step on 1-1-98
M Clohisy	3 year step	5 year step on 1-1-99
D Goudreault	3 year step	5 year step on 1-1-99
J Jardine	3 year step	5 year step on 1-1-99
R Moses	3 year step	5 year step on 1-1-99
J Moriarty	3 year step	5 year step on 1-1-99
H Schlothan	3 year step	5 year step on 1-1-99
S Batchelder	3 year step	5 year step on 7-1-99
J Cahill	3 year step	5 year step on 7-1-99
C Hamel	3 year step	5 year step on 7-1-99
R O'Brien	3 year step	5 year step on 7-1-99
G Pappas	2 year step	3rd yr 7-1-97 / 5th yr 1-1-01
E Tarpy	2 year step	3rd yr 7-1-97 / 5th yr 1-1-01
S Snow	2 year step	3rd yr 7-1-97 / 5th yr 1-1-01
J Akstin	2 year step	3rd yr 7-1-97 / 5th yr 1-1-01
T Duff	2 year step	3rd yr 7-1-97 / 5th yr 1-1-01
C Cesati	2 year step	3rd yr 7-1-97 / 5th yr 1-1-01
D Brown ***	1 year step	2nd yr 1-1-97 / 3rd yr 1-1-98 / 5th yr 7-1-01
A Lafferty***	1 year step	2nd yr 1-1-97 / 3rd yr 1-1-98 / 5th yr 7-1-01
P Schena ***	1 year step	2nd yr 1-1-97 / 3rd yr 1-1-98 / 5th yr 7-1-01
M Lavoie ***	3 year step	5 year step on 7-1-98

\*\*\* = (no pay Reduction)

Adjustment in the officer ranks will be as follows:

	Transferred to Step	Next Step and Date
Lt. R MacLeod	6 month step	1 year step on 1-1-97
Temp/Lt.G Robinson	start step	6 mo step 1-1-97 / 1yr step 7-1-97

Hired or promoted after 7-1-96 shall use the January 1 or July 1 following their date of hire or promotion as their step increase date. (past practice) i.e. Hired or promoted on 11-15-96 would go to 1 year step on 1-1-98. Time in grade will include time temporally appointed from an active civil service list.

MEMORANDUM OF UNDERSTANDING

The City of Haverhill and Local 1011, I.A.F.F. agree to a trial period during which members of the Bargaining Unit who are unable to perform full duties, may be assigned to meaningful duties within Firefighters' functions that are consistent with the employee's physical and mental abilities. The purpose is to allow such Members the opportunity to contribute to the Fire Department's mission and where possible, preserve sick leave accumulation. This Limited Duty Temporary Policy is not intended to replace or otherwise derogate Firefighters' rights and benefits provided by M.G.L. c. 41, Section 111F but rather as a potential alternative to the employees.

Section 1.

The period shall begin on the date signed below and shall be for a trial period that shall end on June 30, 1999. Either party may terminate such trial agreement by notice to the other party and if such notice is provided, the policy shall terminate on June 30, 1999.

Section 2. Eligibility

This policy shall apply to Members who have suffered an injury or illness covered by M.G.L. C. 41, Sec. 111F and Members who are on sick leave based on non-job related incapacitation. This policy shall not apply to a Member until four (4) consecutive tours of duty, approximately thirty (30) days, have elapsed unless otherwise agreed by the Member, the Union, and the employer.

Section 3. Procedures

A. Upon the request of a Member or on the chief's initiative, the chief may arrange for a medical evaluation of the Member's extent of incapacitation and expected length and evaluation of the Member's ability to perform such limited duties.

B. In the event the Member disputes the city's designated physician's evaluation and determination, the Member shall be afforded the opportunity to be examined by the Member's own physician who may consult with the city's physician prior to a decision that the Member be assigned such limited duties.

If the Member's own physician and the city's physician disagree as to the Member's ability to perform such duties, both such physicians shall jointly designate a third physician who, at the city's expense, shall evaluate the Member and render an advisory written medical opinion to the Member's and city's physician. If the Member's and city's physician are unable to mutually agree upon such third physician, a list of qualified physicians in the medical specialty applicable and such, physicians shall alternatively strike names until

a final physician is remaining and that physician shall make such evaluation. Assignment of such limited duty shall not occur until such third physician has rendered a medical opinion that the Member may perform such limited duties without risk to himself or to others, and the Member shall receive full pay and benefits until such opinion issues.

C. If the foregoing procedure finds that the Member is not fit for such limited duties, the city may, if it has reasonable grounds to believe the Member's condition has improved, invoke such procedure anew after the expiration of 30 days of the previous procedure.

D. Any physician authorized to evaluate a Member shall be provided with a list of limited duties and shall be given access to pertinent medical records.

E. Limited Duty shall not interfere with on-going medical treatment and the Member shall not be required to make up any time required for such treatment. If a Member whose incapacity is based upon c. 41, Section 111F loses any-work time because of such injury or illness incurred in the line of duty, such lost time shall be charged to Section JJJF and not to the Member's sick leave.

F. Limited Duty shall terminate when the Member is capable of resuming full duties or the Member ceases to be able to continue performing such limited duties. Limited Duty status shall continue during any appeal of an adverse decision of a Member's application for accidental disability or disability retirement. In no case shall Limited Duty continue for more than one (1) year unless by mutual agreement of the parties.

G. Limited Duty Assignments

1. Inspection. Inspections of buildings, houses, of fire alarms, sprinklers, extinguishers, etc. The Member must be capable of climbing stairs, climbing ladders, walking through buildings and homes, maneuvering over or around equipment and debris.  
(Day Shift)
2. Deputy's Driver. The Member must be capable of climbing stairs and slide pole, getting into and out of vehicle, and sit in a vehicle for a long period of time and driving safely without risk to himself or to others. (Regular Shift)
3. Alarm Operator. Must be capable of sitting at a console for extended periods, answering telephones, assisting in radio communications, etc., at Day Time shift as 2d or 3d Operator's position (as 2d Operator only if the regular operator is performing line work). May perform light household chores.  
(Day Shift)

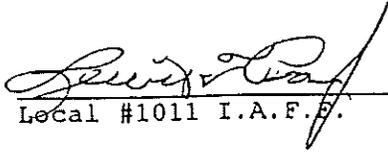
4. Station Watch. Must be capable of sitting, standing, or walking. (Regular Shift)
5. Assistant to the Trainer. Must be capable of preparation for training classes or even teaching as a possibility, consistent with the Member's physical abilities. (Day Shift)
6. Maintenance Assistant. Must be capable of getting in and out of a vehicle, driving, carrying car parts, performing light duty chores such as light cleaning. (Day Shift)
- H. Members participating in the Light Duty policy, shall receive full pay and benefits during such assignment.
- I. Members participating in this program shall remain in their regularly scheduled group, except temporary assignment to day positions during limited duty.
- J. Members whose absence is under Section 111F and who are not participating in this Light Duty program, shall keep the employer informed as to any change in their medical condition.
- K. A Limited Duty assignment including hours, days of work and duties, shall be subject to periodic review depending on the Member's medical condition.
- L. Disputes regarding the interpretation or application of this policy are subject to Article X of the Collective Bargaining Agreement.

PROCEDURES FOR LIMITED DUTY ASSIGNMENTS  
HAVERTHILL FIRE-DEPARTMENT

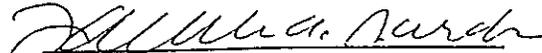
A FIREFIGHTER IS INJURED ON THE JOB

- (1) Before approval of Section 111F benefits is issued by the Fire Chief all Firefighters must be seen by a physician.
- (2) The Hale Occupational Health Department initiates an Injury Status Report for submission to the Fire Department and Personnel Department indicating the injury and the work recommendations and limitations from the physician.
- (3) Reporting Injury Procedures initiated by the Fire Department must be completed by the City and the Firefighter in accordance with Chapter 41, Section 111F.
- (4) In addition to the Injury Status Report the physician at the Hale Occupational Department will review the List of Limited Duties to indicate what duties are appropriate for the Firefighter to perform. The physician will indicate the duration of the limited duty assignment.
- (5) A Firefighter may seek a second opinion for injuries related to an accident. The physician will be expected to comment on the Firefighter's fitness for limited duty assignments. The physician will indicate the duration of the limited duty assignment.
- (6) While on "limited duty assignment" the Firefighter will receive compensation in accordance with Chapter 41, Section 111F. A Firefighter will not be penalized for attending doctor's appointments or any recommended therapy (if they occur during regular work hours) as prescribed by the Hale Occupational Health physician and/or the Firefighter's physician.
- (7) In cases where a limited duty assignment will be long-term, the Chief will allow a time period of four (4) tours to lapse before assigning a firefighter to limited duties.
- (8) A Firefighter who serves on a "Limited Duty Assignment" upon return to regular duty will be guaranteed his/her former position.
- (9) The City agrees that no transfer of regular personnel will take place while a limited duty assignment is being carried out.
- (10) When neither physician agree on the prescribed treatment and/or limited duties to the injured Firefighter all medical information will be forwarded to an independent medical physician for an evaluation and a decision.

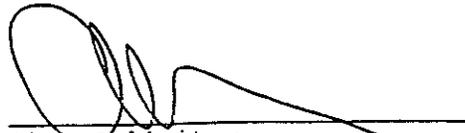
Limited Duty Assignments  
Haverhill Fire Department

  
Local #1011 I.A.F.F.

2-27-98  
Date:

  
James A. Rurak, Mayor

2-27-98  
Date:

  
City Solicitor

\_\_\_\_\_  
Date:

1. INSPECTIONS - DAY SHIFT

Performs inspections of houses and buildings by walking through, climbing stairs, to inspect for fire alarms, sprinklers extinguisher, etc.

Must be ambulatory, able to accommodate stairs, and walk through buildings and homes over and around debris.

2. DEPUTYS DRIVER - REGULAR SHIFT

Intermittent driving necessary. Physically able to sit in vehicle for long periods of time. Ability to get in and out of vehicle and sit for a long period of time. Ability to climb stairs, slide pole.

3. ALARM OPERATOR - DAY SHIFT

Day Time shift as \*2nd or 3rd Operator's position. (\*2nd Operator only if regular operator is performing line work). Sitting at a console, answering the phone and assisting in radio communications. May be asked to perform vacuuming, light household chores.

4. STATION WATCH - REGULAR SHIFT

Stay at Station on Watch Duty. Ability to sit, stand, or walk intermittently through station.

5. ASSISTANT TO THE TRAINER - DAY SHIFT

Help the Trainer in preparing for training classes. Provide support or actual teaching maybe a possibility. Duties adjusted to physical abilities.

6. MAINTENANCE ASSISTANT - DAY SHIFT

Duties will include obtaining car parts, sweeping floors, general light duty cleaning. Ability to get in, and out of a vehicle. Perform light duty chores.