

CONTRACT BETWEEN THE
TOWN OF ACUSHNET

AND

THE ACUSHNET FIRE
FIGHTERS, LOCAL #3281
IAFF, PFFM

JULY 1, 2022 – JUNE 30, 2025

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PREAMBLE

This agreement is entered into by and between the Town of Acushnet referred to as the "Employer" and the Acushnet Firefighters IAFF Local #3281, herein after referred to as the "Union". The purpose of this agreement is to achieve and maintain harmonious relations between the employer and the union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards wages, hours and other conditions of employment.

ARTICLE 1. Management Rights

Subject to other provisions of this agreement the employer shall retain the sole right in accordance with applicable laws and regulations to determine the operation of the department and all its authority, power, rights, jurisdiction and responsibilities are retained by and reserved exclusively to the Town including but not limited to the right (a) to direct employees of the department, (b) to hire, promote, transfer, assign and retain employees in positions within the department and to suspend, demote, discharge, or take any other disciplinary actions against employees for just cause, (c) to relieve employees from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the department's operations, (e) to determine the mission of the department, its budget, its organization, the number of employees and numbers, types and grades of positions or employees assigned to an organization unit, work project or tour of duty, the technology of performing its work or its internal security practices and (f) to take whatever actions may be necessary to carry out the mission of the department in situations of emergency.

ARTICLE 2. Recognition

SECTION 1

The Town of Acushnet recognizes Local 3281, International Association of Fire Fighters, APL, CIO as the sole and exclusive bargaining agent for all full-time uniformed employees of the Acushnet Fire Department, except the Chief of the department and office clerks, for the purpose of collective bargaining relative to wages, salaries, hours and other working conditions. The rights of the Town of Acushnet and employees shall be respected, and the provisions of this agreement shall be observed for the orderly settlement of all questions. Specifically acknowledged and recognized by the Town and the Union are the provisions of MGL Chapter 150E, and the duty to both parties to this agreement to adhere to and comply with MGL Chapter 151E in all of its sections and amendments as they may from time to time be enacted.

SECTION 2

The representative bargaining agent shall have and exercise the right to bargain collectively on all questions of wages, hours and other conditions of employment. This is in conformance with MGL Chapter 150E.

SECTION 3

The municipal employer shall be represented by the Board of Selectmen or their designated representatives. This is in conformance with the MGL Chapter 150E and Chapter 48, Section 42 accepted by the Town of Acushnet, March 2, 1925.

ARTICLE 3. Union Business

The union president, vice-president, and secretary/treasurer shall be granted up to a total of eighty-four (84) hours combined per fiscal year to perform union functions including attendance at regular and special meetings, conventions, seminars and conferences.

ARTICLE 4. Discrimination

The parties to this agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status or sexual orientation.

ARTICLE 5. Union Activity

There shall be no discrimination, interference, restraint or coercion by the employer against any employee for their activity on behalf of or membership in the union.

ARTICLE 6. Per Capita Fee Deduction

SECTION 1

Pursuant to MGL Chapter 180, Section 17A, per capita fees shall be deducted monthly by the Town from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of per capita fees or other assessments. Remittance of the aggregate amount of the per capita fee shall be made to the union treasurer within one (1) week after the week in which the fees were deducted.

The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presents it to the Treasurer of the Town in accordance with the provisions of G.L. c. 180 Section 17A. The Union shall certify to the Town Treasurer periodically the amount of Union dues to be deducted. The union agrees to indemnify the Town for damages or cost in complying with this article.

SECTION 2

Such authorization may be withdrawn by an employee by giving at least forty-five (45) days notice in writing to both the Town and Union Treasurer.

SECTION 3

The Union dues or assessments shall be certified to the Town Treasurer as constituting such by the Treasurer of the Union. If the sum once certified is changed the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until twenty-one (21) days written notice of such change has been received by the Town Treasurer from the Treasurer of the Union.

ARTICLE 7 SAFETY AND HEALTH

SECTION 1

The employer agrees to provide the highest standards of safety and health in the fire department in order to eliminate as much as possible accidents, deaths, injuries and illnesses in the fire service. In this article, the union through its various representatives, committees, officers, employees and agents has been accorded certain participatory rights relating to employee safety and health, however, it is not the intention of the parties that these provisions, the union exercise its rights there under or its failure to do so shall in anyway diminish the employer's exclusive responsibility as described in this article.

SECTION 2

The Department of Safety And Health Committee shall include a minimum of one full time employee from the union membership to be elected by the union, the Fire Chief and a Town representative with experience in Human Resources or Insurance Administration.

The joint committee shall:

Meet periodically or at the request of a participating member.

Make periodic inspections of the fire department facilities, apparatus, protective equipment, protective clothing and devices, to review work methods and conditions, including training procedures at least once every six months.

Make written recommendations for the correction of hazardous conditions or unsafe work methods which comes to its attention. All recommendations shall be forwarded to the Town Administrator and officials responsible for providing a safe and healthy workplace and include target date for abatement of the hazardous condition or unsafe work practice.

Keep minutes of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting.

Review and analyze all reports of accidents, close calls, deaths, injuries and illnesses. Make immediate and detailed investigation of each incident to determine fundamental cause. Make written recommendations with a date of implementation to modify or add rules and procedures to further promote the avoidance of such incidents in the future.

SECTION 3

The employer shall furnish and thereafter maintain at no cost to the employee all gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices or personal flotation devices necessary to preserve and protect the safety and health of firefighters.

Protective clothing shall include helmet with face shield, turnout coat, hood, bunker pants with firefighter's choice of rubber or leather boots and gloves. All protective equipment shall be to the latest NFPA standard on protective clothing at the time of purchase.

The employer agrees that when purchasing self-contained breathing apparatus, they shall be of the open circuit positive pressure type. Only personnel who have been trained, certified by the manufacturer or applicable agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

SECTION 4

The employer shall provide all employees with full and complete training in the safety and health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. The employer agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude.

SECTION 5

The employer agrees to pay for the inspection and testing of the structural integrity of all ladders; using NFPA 1932 recommend test procedure by an independent testing company other than its original manufacturer. A copy of the test results shall be available to the safety and health committee.

SECTION 6

The employer agrees to adopt the MA Fire Incident Reporting System in the event of firefighter deaths, injuries and exposures. Copies of all reports shall be supplied to any member of the committee upon their request.

ARTICLE 8 Bulletin Board Space

The employer shall provide six (6) square feet on a bulletin board in each station for the use of the union.

ARTICLE 9. Printing and Supplying Agreement

This agreement and future agreements after being approved by both parties shall supply a printable on-line copy to each employee by the employer within thirty (30) working days at no cost to the employee.

ARTICLE 10. Rules and Regulations

SECTION 1

The union agrees that its members shall be governed by all fire department rules and regulations. The employer agrees to provide each member of the bargaining unit a printable on-line copy of said rules and regulations.

SECTION 2

The provisions of this agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Town of Acushnet or Chief of the department. In the event that any statute(s) not listed in General Laws, Chapter 150E, Section 7(d) relating to members of the fire department mandates benefits or terms in excess of or more advantageous than the benefits or terms of this agreement the provisions of such statute(s) shall prevail.

SECTION 3

Except as indicated here all job benefits, practices and conditions uniformly enjoyed by the employees shall continue in force and effect during the term of this agreement or any supplement thereof subject to the parties bargaining rights and obligations as set forth in General Laws Chapter 150E "Benefits" there under shall be deemed to include by way of example and not by way of limitation vacation leave, paid injured leave and personal sick leave.

SECTION 4

If during the term of this agreement any new position is created within the bargaining unit or any position covered by this agreement has a change in its responsibilities the wages and/or salary for such position shall be subject to negotiation as required by General Laws Chapter 150E between the parties to this agreement.

ARTICLE 11. Seniority

Full-time firefighters hired prior to April 15, 2019 shall retain seniority rights pursuant to General Laws, c. §31. Employees who were originally hired by the Acushnet Emergency Medical Services shall have their seniority determined by combined time in continuous service as a full-time employee for the Acushnet Emergency Medical Services Department and/or Acushnet Fire Department.

ARTICLE 12. Personnel Reduction

Full-time firefighters hired prior to April 15, 2019 shall retain seniority rights for the purposes of layoffs or reductions in force pursuant to General Laws, c. 31, the Civil Service law. Employees who were originally hired by the Acushnet Emergency Medical Services or who are hired after April 15, 2019 shall have their seniority determined by combined time in continuous service as a full-time employee for the Acushnet Emergency Medical Services Department and/or Acushnet Fire Department. Employees retaining seniority rights under General Laws, c. 31 shall be senior to all employees not having Civil Service seniority for the purposes of layoffs or reductions in force.

If the Town elects to reduce Fire Department personnel, the employee with the least seniority shall be laid off first. In the case of layoffs of non-Civil Service employees, laid off employees shall be recalled prior to new employees being hired, subject to the following conditions. A laid off employee shall have thirty (30) days from the date of notice of an available opening to accept said position. Laid off employees who refuse such notice of re-hiring shall lose any right to any future position. Recall rights under this provision shall be in effect for three (3) years from the date of layoff, after which laid off employees shall have no rights under this provision. Laid off employees seeking to exercise recall rights must maintain all professional credentials during the period of layoff, including emergency medical licenses. Employees laid off for more than three (3) years may apply for openings, so long as said employee has maintained all applicable professional credentials.

ARTICLE 13 Assignment during Disability (Light Duty)

SECTION 1

An employee, who is authorized injury leave during the term of this contract (including leave under Massachusetts General Law Chapter 41, Section 111F) beyond the continuous time frame of thirty (30) calendar days, shall, except when it is obvious the employee is medically incapable of performing light duty, be subject to a physical examination. Such examination shall be requested by the employer in order to determine the employee's capability of performing light duty.

SECTION 2

The medical authority shall be a specialist in the appropriate field (example: a podiatrist shall be selected to review a foot injury). The specific specialist shall be chosen by the employer and the Union; the cost shall be borne by the employer.

SECTION 3

If the employee is found capable of performing light duty such duty shall cease upon notification that an application for permanent disability retirement has been filed with the Bristol County Retirement Board. Upon notification that the Board has denied the employee's claim, the employee will again be eligible for light duty assignments.

SECTION 4

Assignments to light duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein. An employee assigned to light duty shall not work in excess of forty-two (42) hours in a workweek (defined as Sunday-Saturday).

SECTION 5

Light duty assignments shall include:

- 1) Fire alarm dispatching
- 2) General clerical work
- 3) Training which the employee is capable of performing
- 4) Fire prevention/ education activities
- 5) Housekeeping tasks which the employee is capable of performing
- 6) Any similar light duty assignments
- 7) Any medically recommended light duty assignment

ARTICLE 14 Grievance Procedure

SECTION 1

The purpose of this grievance procedure shall be to settle all alleged grievances of members of the Acushnet Fire Department as quickly as possible so as to ensure efficiency and promote employees' morale. The term grievance for the purpose of this agreement shall mean any difference or dispute between the employer and union or between the employer and any employee with respect to the interpretation application or breach or violation of any of the provisions of this agreement include the assignment of working hours per day and days per week which might differ from the regular normal established work week for other employees unless it shall be so agreed. Adjustment shall be sought as follows by the employee with the assistance of the union.

Step 1

The union submits in writing the grievance to the Chief of the department within ten (10) days (exclusive of Saturdays, Sundays and Holidays) after the grievance arises. The Chief has ten (10) days (exclusive of Saturdays, Sundays and Holidays) to act upon the same. Any grievance not filed at Step 1 within fourteen (14) calendar days of when the employee knew or should have known of the issue giving rise to the grievance shall be deemed waived.

Step 2

Within ten (10) days (exclusive of Saturdays, Sundays and Holidays) of transmittal of an answer by the Chief either party may request that the grievance be presented to the Town Administrator who have ten (10) days to act upon the same. Any grievance not filed at Step 2 within fourteen

(14) calendar business days of receiving an answer at Step 1, or within fourteen (14) calendar business days of the date the answer was due, shall be deemed waived.

Step 3

Within ten (10) days (exclusive of Saturdays, Sundays and Holidays) of transmittal of an answer by the Town Administrator either party may request that the grievance be presented to the Board of Selectmen who have ten (10) days to act upon the same. Any grievance not filed at Step 2 within fourteen (14) calendar business days of receiving an answer at Step 1, or within fourteen (14) calendar business days of the date the answer was due, shall be deemed waived.

Step 4

If no settlement is reached within twenty-one (21) days either the union or the Town shall proceed to arbitration at the Department of Labor Relations in the manner set forth in the Department's applicable rules and regulations. Failure by the union to comply with the time limits contained in the article shall be deemed a waiver with prejudice of the grievance. The time limits contained in the article can be extended by mutual agreement of the parties. Any grievance not filed at Step 3 within thirty (30) calendar days of receiving an answer at Step 2, or within thirty (30) calendar days of the date the answer was due, shall be deemed waived.

SECTION 2

In the event the town has a grievance, the Board of Selectmen or the Fire Chief shall notify the president of the local union within ten (10) days thereafter, who shall meet with the person or Board requesting it within ten (10) days thereafter. If said matter is not resolved within fifteen (15) days of said meeting, it may in the discretion of the Town, be processed through the appropriate steps set out above.

ARTICLE 15. Wages

SECTION 1 Salary Schedule

FY	Job Title	Starting Pay	1 Year Service	4 Years Service	8 Years Service	12 Years Service	%
7/1/2022	FF/EMT	\$22.37					
	FF/Paramedic	\$22.89	\$24.98	\$25.73	\$26.50	\$27.30	0.00%
	FT Captain (15%)	\$31.39					
7/1/2023	FF/EMT	\$23.39					
	FF/Paramedic	\$24.50	\$26.63	\$27.39	\$28.18	\$29.00	2.00%
	FT Captain (15%)	\$33.28					
7/1/2024	FF/EMT	\$23.85					
	FF/Paramedic	\$24.98	\$27.15	\$27.93	\$28.73	\$29.57	2.00%
	FT Captain (15%)	\$33.94					

*FT Captain's wage (15%) over top step FF/Paramedic

Members shall be paid on a bi-weekly pay period.

Upon execution of this agreement and with appropriate action to approve the funding of this “signing bonus” payment from the state allocation of American Rescue Plan Act funds, employees shall receive a payment, as a one-time “signing bonus”, of \$1,500.00 for all active employees.

SECTION 2 NFPA Certifications

Employees, who achieve a national certification, excluding Firefighter I/II, as set forth by the National Fire Protection Association, shall receive an additional Two Hundred Fifty (\$250.00) dollars per year, per certification, to a maximum of six (6) certifications, added to the employee's weekly salary.

SECTION 3 Advanced Medical Stipends

Full time employees shall receive stipends for the following certifications. These stipends shall be paid annually on 11/1. (In order to be paid on 11/1, all certifications must be completed by 11/1.)

Pediatric Advanced Life Support: \$500 Pre-Hospital Trauma Life Support: \$500

ARTICLE 16. Hours

The rotating work schedule will be one (1) twenty-four (24) hour shift followed by two (2) days off, followed by one (1) twenty-four (24) hour shift immediately followed by four (4) days off.

	Su	M	T	W	Th	F	Sa
Wk 1	A	B	C	D	B	A	D
Wk 2	C	A	B	C	D	B	A
Wk 3	D	C	A	B	C	D	B
Wk 4	A	D	C	A	B	C	D
Wk 5	B	A	D	C	A	B	C
Wk 6	D	B	A	D	C	A	B
Wk 7	C	D	B	A	D	C	A
Wk 8	B	C	D	B	A	D	C

Shifts begin at 0800 hours and end at 0800 hours the following day.

With respect to time off and open shifts (vacation, sick, personal, compassionate and compensatory), the twenty-four (24) hour shift shall be divided into a twelve (12) hour day portion (08:00-20:00) and a twelve (12) hour night portion (20:00-08:00).

Notwithstanding any provision of M.G.L. Chapter 150E, or any provision of this Agreement other than the last sentence of this paragraph to the contrary, in the event that: (1) total overtime costs exceed thirteen percent (13%) of the total salary budget, or (2) the average sick leave usage per employee is greater than seventy-two (72) hours in any fiscal year subsequent to fiscal year 2019, the Union agrees that the Town retains, and may exercise in its sole and unfettered discretion, the option to cancel the twenty-four (24)-hour work schedule herein described, at any time following sixty (60) calendar days' notice to the Union (the "notice period"). During the notice period, the Town agrees to meet and discuss with the Union potential changes in operations that might result in savings to the Department. In the event the Town exercises its option to terminate the said twenty-four (24)-hour shift, it shall revert to a ten (10)-hour day and fourteen (14)-hour night work schedule consistent with Article 16 of this Agreement. Overtime costs and average sick leave usage will be measured at the end of every fiscal year, and continuation of the twenty-four (24)-hour work schedule in succeeding fiscal years shall be subject to the foregoing conditions

SECTION 2 Day Shift Captain

The Town may implement a day shift captain position. This is a daytime position consisting of a four day per work week or a five day per work week configuration. The day of the week configuration shall be reviewed annually and may be subject to change according to the needs of the Department. The total hours shall equal 42 hours per week. The Fire Chief has the right to change the configuration with appropriate notice to the Union.

ARTICLE 17. Shift Exchange

Employees shall not be permitted to exchange shifts if such exchange would result in an employee working more than forty-eight (48) consecutive hours, unless such approval is approved in advance by the Chief of the department.

ARTICLE 18. Overtime, Details & Comp Time

SECTION 1 Overtime

All overtime shall be compensated at the rate of 1 ½ times the Firefighter's regular hourly rate. Overtime being all work beyond a Firefighter's regular tour of duty.

Hospital rounds with the Medical Doctor Supervisor will be paid at the overtime rate.

All fire related call-backs and drills shall be compensated according to the following call-back schedule:

0-120 minutes	2 hours pay at time and one-half rate
121-180 minutes	3 hours pay at time and one-half rate

This scale continues at the same progressive rate for time in excess of 180 minutes.

All Ambulance related call-backs shall be compensated according to the following schedule:

Transport to Hospital	Minimum 3 hours pay at time and one-half rate
Patient Refusal/Non-Transport	Minimum 1 hour pay at time and one-half rate

SECTION 2 Full time right of refusal for open shifts

If for any reason a full-time Firefighter is unable to work, a full-time Firefighter shall have first refusal of said work. Subject to the requirements of the Department, overtime shall be assigned on an equitable basis among employees. Full-time Firefighter/Paramedics shall have right of first refusal or priority over full-time Firefighter/EMT's. Only when the list of full-time Firefighters has been exhausted shall a Call Firefighter or a Part -Time EMS Employee be allowed to take the available shift.

SECTION 3 Detail

All employees covered by this agreement who volunteer for a private detail shall be guaranteed at least a minimum of four (4) hours pay at the rate of the following;

Overtime rate per hour for town-based organizations

\$50.00 per hour for outside details

\$75.00 per hour for blasting details

Any detail time worked beyond 40 hours in a single week shall be paid at a rate no less than the employee's overtime rate.

If an employee works a private detail on a holiday, they shall receive a minimum of four (4) hours pay at \$50.00 per hour.

All employees covered by this agreement that work in excess of five (5) minutes beyond the hour shall be paid for the half hour, five minutes beyond the half hour shall be paid for the full hour. This pertains to outside details only, not town based non-profit organizations.

Full-time firefighters covered by this agreement shall have first preference on all details, unless the detail or

any part of the detail arises during a shift that the Firefighter is actually scheduled to work.

Any employee who may be injured while on private detail shall be entitled to the same rights, privileges, and benefits as if the employee were injured while performing their duties for the Town of Acushnet.

Any employee who is scheduled for private detail and said private or blasting detail is canceled with less than twenty-four (24) hour notice; the employee shall receive a flat fee of twenty (\$20.00) dollars.

SECTION 4 Compensatory Time

Bargaining unit members shall have the option of compensatory time in lieu of monetary overtime. This compensatory time may be accumulated to a maximum of 240 hours. A bargaining unit member requesting compensatory time off must give fourteen (14) day notice. The time off shall be granted provided it does not unduly disrupt the fire department operations. A bargaining unit member working a compensatory time off shift shall not apply the hours worked to their compensatory time but shall take the monetary overtime rate. At the retirement or termination of a bargaining unit member all accumulated compensatory time shall be paid at the following schedule: The average regular rate received by the bargaining unit member during the last three years of employment.

The final rate received by the bargaining unit member (whichever is higher).

Where the final rate of the bargaining unit member is less than three years the average rate must be calculated based on the rate in effect during the period of employment.

At the end of each fiscal year any accumulated compensatory time may be redeemed in money provided the bargaining unit member has given ninety (90) days written notice

ARTICLE 19. Longevity

The employer agrees to the following longevity pay, which shall be paid on the anniversary date of employment of the employee. Each Firefighter shall receive:

Two Hundred (\$250.00) Dollars after five (5) full years of continuous service without interruption.

Four Hundred (\$450.00) Dollars after ten (10) years of continuous service without interruption.

Six Hundred (\$650.00) Dollars after fifteen (15) years of continuous service without interruption.

Eight Hundred (\$850.00) Dollars after twenty (20) years of continuous service without interruption.

One Thousand (\$1,000.00) Dollars after twenty-five (25) years of continuous service without interruption.

One Thousand Two Hundred (\$1,200.00) Dollars after thirty (30) years of continuous service without interruption.

ARTICLE 20. Job Classifications

See Appendix A.
Firefighter/EMT
Firefighter/Paramedic:

Performs all tasks detailed in the firefighter description in Appendix A as well as the following:
Performs all necessary Advanced Life Support emergency medical services as well as Basic Life Support emergency medical service on behalf of the department.

Fire Captain: See Appendix A.

ARTICLE 21. Dress Uniform & Station Wear Allowance

SECTION 1

The employer shall supply each new Firefighter a one-time dress uniform allowance not to exceed one thousand (\$1000.00) dollars.

SECTION 2

The employer shall provide station wear at no cost to the employee. Two sets of station wear (shirt and pants) will be provided to employees, if requested, each fiscal year. Set of clothing shall mean one shirt and one pair of pants. The employer shall determine style and make of clothing.

SECTION 3

Each Firefighter covered by this agreement shall receive an allowance of four hundred (\$400.00) dollars payable annually on the first day of July for the purchase of uniform accessories. Accessories shall be to the latest NFPA standard, where applicable.

SECTION 4

Whenever the uniform including civilian clothes or protective clothing including station wear, when the assigned duties require the wearing thereof, of any employee is damaged or stolen while performing those duties, they shall be reimbursed for the full amount to replace or repair said clothing unless due to neglect of the employee. In the event civilian clothing is damaged approval will be by the Board of Selectmen.

ARTICLE 22. Mileage Allowance

Employees required to use their private vehicles for Fire Department business shall be compensated at the prevailing IRS mileage rate by the employer, excluding fire and rescue calls.

ARTICLE 23. Schooling

SECTION 1 – Paramedic Certification Upgrade Incentive

As a condition of employment, all employees hired as Firefighter/EMT (Basic) shall, within a period determined by the Town, become licensed as a paramedic. Costs associated with paramedic training shall be borne by the employee. Employees shall receive one-time bonus payments according to the following schedule

Proof of Acceptance into a Paramedic Program	\$1,000
Upon Certification	\$3,000
One (1) Year after Certification	\$3,000
Three (3) years after certification	\$3,000

SECTION 2 – Education Incentive

In an effort to improve the efficiency of the fire department through the education of its full-time Firefighters the employer shall cover the cost for books, fees and tuition necessary for the purpose of education at any college, seminar or school pertaining to firefighting, paramedicine, or related duties, with the Chiefs approval and upon satisfactorily completing the course. This education shall exclude any education involving costs for books, fees or tuition related to initial paramedic certification. The Town agrees to include Two Thousand (\$2,000.00) dollars in the fire department budget for training or schooling, as approved by the Chief each fiscal year.

Within thirty (30) days of hiring any new employee, the Chief and the Union shall meet to review the training necessary for that employee.

In addition to the established wage rates, the employer shall pay premium pay for successful completion of credit hours and degrees offered in Fire Science, Paramedicine, or a related field of study, with prior approval of the Chief, in the amount of \$.01 per credit hour payable at the completion of the semester.

ARTICLE 24. Shift Differential

SECTION 1 – Night Shift Differential

In addition to the established wage rates, the employer shall pay an hourly premium of \$.35 per hour to Firefighting personnel covered by this agreement for all hours worked on a shift beginning at 1800 hours and ending at 0800 hours.

ARTICLE 25. Compensation at Resignation, Dismissal, Retirement, Lay-Off, or Death

An employee who resigns, retires, is dismissed or laid off is eligible and shall be compensated accordingly for holiday time and vacation time due for the current year at their current rate of pay. Holiday compensation shall be paid in 6 month increments only for holiday time earned. Vacation compensation shall be paid only for vacation time earned.

At the death of an employee payment shall be made to their surviving spouse if any or in absence of a surviving spouse to their estate.

ARTICLE 26 VACATION

SECTION 1

Each employee hired before July 1, 2019 shall be eligible for vacation with pay after twelve (12) months of service with the employer. Vacation shall be earned annually on July 1st based on the following schedule;

After 1 year of service sixty (60) hours

After 2 - 5 years of service one hundred forty-four (144) hours

After 6 - 10 years of service two hundred four (204) hours

After 11 - 15 years of service two hundred sixty-four (264) hours

After 16 - 20 years of service three hundred (300) hours.

All vacation time earned must be taken prior to June 30th. Any vacation unused as July 1st shall be forfeited.

SECTION 2

Each employee, hired after July 1, 2019, shall be eligible for vacation with pay after twelve (12) months of service with the employer. Vacation shall be earned annually on July 1st;

After 1 year of service forty-eight (48) hours

After 2 - 5 years of service ninety-six (96) hours

After 6 - 10 years of service one hundred forty-four (144) hours

After 11 - 15 years of service one hundred ninety-two (192) hours

All vacation time earned must be taken prior to June 30th. Any vacation unused as of July 1st shall be forfeited.

SECTION 3

In the event that multiple vacation requests are made for the same time frame, Seniority shall determine order of approval.

SECTION 4

Upon the recall of an employee of the Town after being laid off, the prior years of full-time service shall be utilized to calculate earned vacation time.

It is agreed that an employee out on injury leave shall not lose their vacation time.

ARTICLE 27 HOLIDAYS

SECTION 1

The following Holidays are those which shall be recognized and observed:

New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

The following days shall be half-holidays: day before Thanksgiving, day before Christmas, day before New Year's and Good Friday.

SECTION 2

Employees, whether or not they work the holiday, shall be compensated at one quarter (1/4) of a regular week's pay.

Employees, whether or not they work the half holidays, shall be compensated one eighth (1/8) of a regular week's pay.

Employees working the following holidays, New Years' Day, Thanksgiving Day and Christmas Day will be paid at the overtime rate for any hours worked during said holiday, beginning at 12:00 a.m. on the holiday and ending at 11:59 p.m. on that date

Employees requesting Thanksgiving or Christmas day off shall have the responsibility to find an adequate replacement for the shift. If a replacement cannot be found the time off will be denied.

Holiday pay will be dispensed as a lump sum, twice per year. Payments shall be made on November First and May First of each fiscal year.

SECTION 3 Personal Time

All employees covered by this agreement shall be granted thirty-six (36) personal hours.

ARTICLE 28. Sick Leave

SECTION 1

An employee incurring a non-duty sickness or disability shall receive sick leave with full pay. Injured on Duty related sickness or disability shall not be charged to the accumulative sick leave of the employee. The Chief may request a doctor's certificate for a period of more than two (2) consecutive twenty-four (24) hour shifts.

Sick leave will be granted and accumulated at the rate of 15 hours per month with accumulation limited to 1,800 hours.

Any sick days accumulated over 100 days may be bought back by a current employee with 90 day notice at the rate of Forty-Five (\$45.00) dollars per day.

Each employee recognizes that their employment for the Town of Acushnet is their primary employment. Employees absent from work while sick or absent from work with G.L. c. §§100 and 111F benefits may not work other jobs without permission from the Fire Chief.

SECTION 2

An employee may donate a portion of their accumulated sick leave to another employee who is on a prolonged illness (thirty calendar days or more), who has exhausted their own accumulated sick leave days, vacation leave, personal leave or any other unpaid leave, who is in financial need and who is not receiving other compensation from a governmental agent or private employment. An employee shall not be allowed to make the donation if their accumulated sick leave hours are twelve (12) days or less or if the number of hours to be donated will diminish their own accumulated sick leave below a total of twelve (12) days. Each employee will be allowed to donate four (4) days each for the injury or illness. Any subsequent donations must be approved in writing by the Town Administrator. Once the employee has returned to work, any unused hours shall be reccredited to the employees that made the donation.

SECTION 3

Upon leaving the service of the Town, employees may buy back any unused sick days, up to a maximum of 100 days, plus the then current year's unused accumulation, up to a maximum of 115 days, at the current buyback rate as set forth in Section 1, paragraph 3 above. At the death of an employee, payment shall be made to their surviving spouse or in the absence of a spouse, the employee's estate.

ARTICLE 29. Compassionate Leave

An employee shall be allowed two (2) twenty-four (24) hour shifts of compassionate leave with pay in the event of a death in the immediate family, which shall be limited to:

Spouse	Child	Stepsister
Sister	Stepchild	Grandparent
Mother	Brother	Mother-in-Law
Father	Stepbrother	Father-in-Law
Stepmother	Domestic Partner	-----
Stepfather	Grandchild	-----

Employees shall be allowed one (1) twenty-four (24) hour shift of compassionate leave with pay for any other relatives by approval of the Chief. In addition, necessary time off for travel purposes shall be granted by the Chief upon request of the employee when in the employer's judgment, such additional time is warranted. The chief's approval to award compassionate leave for other relatives shall not be grievable.

An employee utilizing Compassionate Leave is not eligible to work overtime during the Compassionate Leave Period.

ARTICLE 30. Court Leave

If called to court as a witness or for any other purpose as a result of an accident or other cause pertaining to their work as an employee (Firefighter/Paramedic/EMT), they will receive no loss of pay. If called to court on regular time off, they shall be compensated at one and one half (1/2) his regular hourly rate for a minimum of four (4) hours. This will pertain to cases directly affecting the Town of Acushnet.

ARTICLE 31. Military Leave

Any employee who is a member of a reserve force of the United States or the State of Massachusetts and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Massachusetts shall be granted a paid leave of absence during the period of such activity but not to exceed seventeen (17) calendar days in any calendar year. Such paid leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

ARTICLE 32. Parental Leave

The Town will provide leave in accordance with the provisions of Massachusetts General Laws, Chapter 149, section 105D as amended. Employees shall be entitled to use sick or vacation days or go without pay at the employee's discretion upon notice to the employer.

ARTICLE 33 Education Leave & Training

SECTION 1

Employees shall be granted leave with pay with the Chiefs approval for educational and training purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve maintain or upgrade the individual's certifications, skill and professional ability. This shall not include the ten (10) week recruit training program. If a Firefighter is mandated to attend, they shall be compensated at one and one half (1 ½) their hourly rate.

SECTION 2

Training is to include, but not limited to, Massachusetts Fire Academy, technical rescue, state licensing requirements and the number of grand rounds set out by Southcoast Hospitals Group

Should any training be held beyond the normal vicinity, the employer will provide transportation or compensation at the Town rate per mile and will pay the Town rate for meals for the affected employees. All training must be approved in advance by the Fire Chief.

SECTION 3

All employees covered by this agreement will have their Massachusetts OEMS Paramedic or EMT Certification renewal fees paid for by the Town of Acushnet. If any employees are required to obtain any additional certifications or licenses, the fees shall be paid by the Town.

ARTICLE 34. Jury Duty

An employee required to be available for jury selection or service whether state or federal, shall receive their regular daily wage for each day they would have worked but for jury participation.

ARTICLE 35. Job Related Medical Leave of Absence

Employees incapacitated for duty because of an injury sustained in the performance of their duties as a firefighter shall be eligible for benefits pursuant to General Laws, c. 41, §§ 100 and III F.

ARTICLE 36. Health Benefits

All members of the fire department covered by this agreement, shall be entitled to group insurance (including health, life and long-term disability) in accordance with the provisions of Chapter 32B.

ARTICLE 37. Leave of Absence

Leaves of absence for up to one (1) year may be granted by the appointing authority, but shall be without compensation. Leaves of absence for more than one (1) year may be granted by the appointing authority for valid reasons but shall also be without compensation. In no event shall leave be granted for the purpose of seeking or trying out another job except as provided by law.

ARTICLE 38. Job Related Physician Visits

All members of the Fire Department covered by this agreement shall be entitled to indemnification as prescribed in MGL Chapter 41, Section 100.

ARTICLE 39. Medical Personnel at Fire Scene

The employer agrees that an ambulance with trained medical personnel and advanced life support equipment shall be present at all fires or emergencies.

ARTICLE 40. No Strike Clause

The union on its own behalf and on behalf of the members it represents, hereby agree that during the terms of this agreement, it will not authorize, approve, participate or in any way encourage any work stoppage, strike, slow down, or the withholding of any services, including extra hour services, from the employer.

ARTICLE 41. Successors

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by change geographically or otherwise in the location or place of business of either party.

ARTICLE 42. Savings Clause

If any provisions of this agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

Even if the employer or union has failed to abide by or enforce any of the provisions of this contract neither party, waives their right to insist on performance of these provisions in the future.

ARTICLE 43. Appendices and Amendments

All appendices and amendments of this agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

ARTICLE 44. Duration of Agreement

This agreement shall be effective as of July 1, 2022 unless otherwise noted and shall continue in full force and effect until and including June 30, 2025 and from day to day thereafter until a new agreement shall be negotiated and executed by the parties hereto. On or after November 22, 2025, the union shall notify the Town of its intention to commence bargaining for a new agreement to take effect on July 1, 2025 the day on which this agreement expires, and the parties shall proceed forthwith to bargain collectively with respect thereto. Upon notification under this article, the parties shall, within sixty (60) days of said notification, provide each other with a copy of their proposals

ARTICLE 45. Promotions

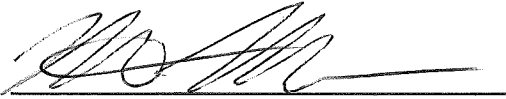
The Town shall utilize assessment centers for promotion to the position of captain. Assessment centers shall be conducted in accordance with standards established by the Commonwealth Human Resources Department (HRD) and shall be conducted using HRD approved vendors. Assessment centers for lieutenant and captain shall be conducted on an as needed basis.

ARTICLE 46. Probationary Period

Each newly hired employee covered by this Agreement shall be subject to a one (1) year probationary period. During the mandatory probationary period, an employee may be discharged at the Town's discretion without showing of cause required by ARTICLE 1 as to employees generally and without recourse to the grievance and arbitration procedures of this agreement.

This agreement entered into this day of

FOR and on behalf of Union



Union President



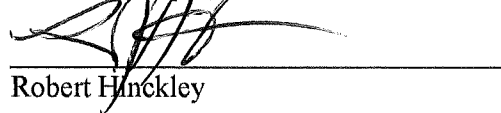
Union Vice President

FOR and on behalf of Town of Acushnet,
Board of Selectmen



David Wojnar, Chair

Kevin A. Gaspar, Sr.



Robert Hinckley

Appendix "A" Job Descriptions

Municipal Firefighters Essential Functions

- **EMERGENCY SCENE RESPONSE: HANDS ON**

INITIAL RESPONSE TO INCIDENTS

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

WATCH DUTIES

- Stand watch to receive incoming alarms and information, answers phones, and monitors access to the station house.
- Provide alarm communique to equipment operators/officers.
- Test alarms and dispatch equipment.
- Notify station personnel (over public address or through use of signals) of incoming alarms and required response (e.g., everybody goes, truck only, engine only, etc.).
- Receive notification of multiple alarms, downtown alarms, and other significant emergencies through the Fire Alarm Office.
- Record administrative and general information messages that come in over the computer dispatch.
- Answer department and outside phone.
- Open and closes fire house doors to allow apparatus or Chiefs car to depart/return to house.

DRIVING

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

PUMP OPERATIONS

- Connect or hook up apparatus to fire hydrant and operates pumps to supply water in appropriate pressure and volume - using hydrant wrenches, couplings, hoses, spanner wrenches, and other tools.
- Engage pumps.
- Fill hose with water by hydrant pressure.
- Connect and lay feeder line to supply water to fire.
- Pump sprinkler system and wet or dry standpipe systems.
- Connect suction hose between hydrant and engine.
- Monitor control panel (e.g., water temperature, oil pressure gauge, fuel gauge, hydrant pressure).
- Pump pre-connect hose-line.
- Pump master stream (e.g., aerial ladders).
- Hook up to ladder pipe to supply water during aerial ladder operations.
- Notify officer of any problems which occur while pumping.
- Adjust water pressure (by rule-of-thumb, according to pressure chart, and/or Rules and Regulations) in response to calls for more or less pressure.
- Pump using specialty nozzles (e.g. drive-in, cellar distributor).
- Implement cold weather procedures (e.g., tank circulation) when necessary.
- Maintain pressure by adjusting pressure relief valve or automatic pressure governor.
- Transfer from pressure stage to volume stage.
- Pump booster lines.
- Open and flush hydrant to ensure it is functional.
- Shut down pump when ordered to by officer.
- Check hydrant for proper drainage.

HOSE (AND EXTINGUISHER) OPERATIONS

- Stretch line or use extinguisher to deliver water, foam and other extinguishing agents to emergency scene.
- Operate nozzle at front of hose line and spray water, foam or other agent onto fire or other hazard, or into involved structure, to extinguish, contain and/or control incident.
- Locate seat of fire or other hazard (e.g., gas leak) by observing, smelling or listening for smoke, sound, flames, gas, vapors, etc.
- Advance or assist in advancing hose to seat of fire or other hazard.
- Disconnect hose from bed and attach to discharge gate.
- Determine type (size) and number of lengths of hose needed for operation.
- Connect to standpipe during high rise incident command.
- Connect hose lines to nozzle(s).
- Use extinguisher to extinguish, contain and/or control incident.
- Select type of extinguisher (e.g., foam, dry-chemical, etc.) needed for incident.
- Feed hose line to other fire personnel.
- Determine proper nozzle and nozzle setting.
- Operate stang on tower ladder to apply water to structures on fire.
- Pull hose off hose bed.
- Flake out or dekind hose line prior to charging or during extinguishment to ensure proper operation.

MECHANICAL LADDER OPERATIONS

- Stabilize ladder truck and elevate and operate aerial ladders and platforms in order to rescue victims, provide access for ventilation, operate master stream devices, etc.
- Climb mechanical ladders to perform search, rescue and other operations.
- Operate ladder from ground controls or from platform controls, while watching for power lines, trees and other overhead obstructions.
- Elevate, rotate and extend aerial or tower ladder for supported and unsupported operation, while watching for power lines, trees and other overhead obstructions.
- Stabilize elevating apparatus using wheel chocks, stabilizing pads, stabilizing jacks and outriggers.
- Operate and direct ladder pipe to supply water during aerial ladder operations.

MANUAL LADDER OPERATIONS

- Carry, raise, extends and climbs manual ladders to perform search, rescue and other operations.
- Extend manual (extension) ladders to reach victims.
- Climb manual ladder to perform search, rescue, and other operations.
- Determine proper placement of manual ladder at scene.
- Determine manual ladder type and size needed at incident scene.
- Anchor and secure manual ladder (i.e., tying off) at scene.
- Raise and position manual ladder at incident scene.
- Carry manual ladder from apparatus to incident scene.
- Return manual ladder to apparatus.

FORCIBLE ENTRY

- Pry open, cut, or break down doors, or otherwise enters structures, vehicles, aircraft and other entrapments in order to search for and rescue victims and provide access to the emergency scene - using axes, halligan tools, etc.
- Gain entry into structures using axes, sledge hammers, battering rams, halligan tool and other forcible entry tools.
- Cut through surfaces using power saws and other power tools.
- Determine best location for forcible entry.
- Pry open doors in structures using pry bars, halligan tools, bolt cutters and other tools.
- Remove locks or hinges from doors using sledgehammers, battering rams, axes or other forcible entry tools.
- Break holes in wooden, brick and masonry walls using sledge hammers, battering rams, axes and other tools.

VENTILATION

- Open or break windows, chop or cut holes in roofs, breaches walls or doors, and hangs fans in windows or doors to remove heat, smoke and/or gas from structures or entrapments.
- Determine best location for venting structure based on location of hazard and fire personnel, roof type, and building construction.
- Break windows and other points of entry using axes, ladders and other tools, to ventilate structure.
- Cut open walls, roof and other structures to ventilate structure.
- Open windows and other points of entry manually or by using pry bars, halligan tools, and other tools, to ventilate structure.
- Hang fans from ladders and in doors, windows, and holes in roofs or walls.
- Use fans for positive pressure.

SEARCH

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

RESCUE

- Assist, hoist, carry or drag victims from emergency area by means of interior access (stairs, hallways, etc.) or, if necessary, by ladders, fire escapes, platforms, or other means of escape - using rescue harnesses, ropes, etc.
- Rescue drowning victims using life-saving techniques.
- Conduct water rescues (i.e., river rescue, using boats) in accordance with established guidelines.
- Evacuate persons from incident scene due to risk of fire, explosion, exposure to hazardous chemicals, etc.
- Move heavy objects and obstructions in order to free or gain access to trapped victims or bodies, using air bags, chains and hoists, jacks, shoring materials, hurst tools and other hydraulic tools.
- Drag or carries victims from emergency scenes.
- Hoist or lowers victims or fire personnel using ropes, knots and rescue harnesses.
- Pry, break or cut structures, vehicles, and/or aircraft to free victims involved in accidents, cave-ins, collapsed buildings or other entrapments -- using door openers, jaws, axes and other manual and mechanical equipment.
- Instruct persons on upper floors as to appropriate actions (e.g., staying put, ascending to upper floors, descending to lower floors via fire escapes, etc.).
- Dig to free victims trapped in tunnels, pipes, excavations, cave-ins or other entrapments using shovels, picks, spades and other equipment.
- Place victims onto stretchers, backboards, stokes, etc.

SALVAGE

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

OVERHAUL

- Open up walls and ceilings, cuts or pulls up floors and moves or turns over debris, in order to check for hidden fires which could rekindle or spread using hooks, axes, saws and pitchforks.
- Open ceilings, walls, etc., to expose hot spots and other hazardous conditions with axes, pike poles, etc.
- Search for and extinguish any hidden fires by looking, feeling or smelling for fire and smoke.
- Check and search open areas, walls, open structures for fire extension.
- Remove and neutralize or dispose of flammable or hazardous materials from buildings.
- Remove and extinguish burned or smoldering debris from buildings.
- Determine whether a smoke detector was present and functional.

CLEAN-UP/PICK UP

- Pick up, clean and return equipment to vehicle and rolls or folds hose, so that the company can go back in service.
- Control and clean up the Fire Department's medical waste products.
- Clean and return all tools, equipment, supplies and property in usable condition to appropriate vehicles.
- Shut down and drain lines at pumps.
- Determine that all hoses used during response to incident are present and accounted for.
- Clean hoses using hose washers or brooms and brushes.
- Back lines out of structures.
- Roll and fold hoses after use and returns them to appropriate vehicle.
- Clean the apparatus.

FIRST AID

- Provide direct medical assistance to persons requiring emergency attention or assists others in providing medical assistance.
- Administer CPR if necessary.
- Determine priority of emergency medical treatment for victims.
- Administer first aid other than CPR.
- Operate oxygen and other medical equipment.
- Assist EMS personnel in administering medical treatment.

STATION DUTIES AND MAINTENANCE

EQUIPMENT MAINTENANCE

- Check, clean, and maintain personal gear and equipment to ensure proper and safe operation.
- Check Self Contained Breathing Apparatus for proper operation and adequate air pressure.
- Check medical equipment.
- Check turnout gear for safety and structural integrity.
- Check the condition of generators, blowers, lights, cords and fans.
- Check and maintains power equipment.
- Place turnout gear on or near apparatus.
- Check extension ladders.
- Check hose on apparatus (proper bedding and amount).
- Check and perform ordinary maintenance on other portable equipment (e.g., checks oil levels, greases, etc.).
- Clean, reload, and test hoses.
- Recommend that officer call for repairs on equipment.
- Perform annual hose tests.
- Inventory and perform regular maintenance on hand tools (e.g., paints, oils or stencils hand tools).

- Change over equipment and supplies from one apparatus to another.
- Paint other equipment as needed.

APPARATUS MAINTENANCE

- Check, clean, and maintain apparatus to ensure proper and safe operation.
- Check ability of engine to pump water.
- Check engine pumper pressure.
- Check the aerial ladder sections, outriggers.
- Recommend to officer that apparatus be kept out of service due to mechanical problems.
- Perform normal daily apparatus check (e.g., oil, fuel & water levels; proper pressures and lubrications; batteries; lights; sirens; brakes; tires; etc.).
- Recommend that officer call for repairs on apparatus.
- Perform normal weekly apparatus check (e.g., hydraulic fluid levels).
- Equip apparatus with traction devices (e.g., chains) as necessary.
- Notify officer of electrical or mechanical problems on apparatus.
- Check with Equipment Operator coming off duty regarding condition of apparatus.
- Perform annual pump test.
- Clean motor and pump on apparatus.

FACILITY MAINTENANCE

- Check, clean, and maintain house facilities. This includes the performance, or assignment, of routine housekeeping chores.

FIRE PREVENTION AND INVESTIGATION

INSPECTION OF BUILDINGS & FIRE PROTECTION DEVICES

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

PRE-FIRE PLANNING

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

INVESTIGATIONS

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

PUBLIC AND COMMUNITY RELATIONS

PUBLIC RELATIONS

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

PUBLIC TRAINING & EDUCATION

- Oversee, develop, conduct and/or evaluate fire prevention and other educational programs for members of the public.

AUDIO-VISUAL PRODUCTION

- Operate audio-visual equipment and develop and produce audio-visual materials for internal use or for public broadcasting.

PROFESSIONAL DEVELOPMENT

- Participate in training drills and classes to enhance job-related skills and abilities. Reads internal memos and bulletins to keep apprised of new developments in departmental operations and procedures.
- Maintain knowledge of chemicals and other hazardous materials.
- Maintain knowledge of building structures related to fire control.
- Attend specialized training sessions (e.g., CPR certification, special schools (e.g., Foam, JCS), etc.).
- Attend routine training drills and sessions.
- Maintain knowledge of latest firefighting equipment and techniques.
- Attend "live-incident" training drills.
- Attend external seminars/workshops and college courses to be aware of current developments in the fire service.
- Observe training videotapes.
- Participate in external agencies and societies (e.g., NFPA).
- Act as a superior officer.

Captain, Full Time

Job Title: Captain, Full Time

Job Description: Captain In Charge Of EMS Coordination and Department Training

GENERAL:

This position is a multi-tasked, highly responsible job with numerous duties. The position shall act as second-in-command of the Fire Department unless a position higher in rank is created by the Town at some future date. In addition to having Captain duties and responsibilities as defined in the Acushnet Fire & EMS Department Standard Operating Procedures (Job Description: Captain), this position also includes the responsibilities of EMS Coordinator and Department Training Officer (hereinafter called FULLTIME-CAPTAIN (FC) for this description only).

The FC is under the direction of the Fire Chief, who is also the Head of the Fire Department and the Head of the Emergency Medical Service for the Town of Acushnet. Other members of the department (fulltime, part-

time, call) may assist with EMS and training duties if needed, but the FC shall always be responsible to carry out these duties.

This is a daytime position consisting of a four day per work week or a five day per work week configuration. The day of the week configuration shall be agreed upon and reviewed annually. The FC and the Fire Chief shall mutually agree on the hours but total hours shall equal 42 hours per week. The FC and the Fire Chief have the right to change the configuration as long as both parties agree, however once a work schedule is agreed upon a request for change may only occur on an annual basis. All agreed to changes in workday configurations shall commence on July 1st.

When the FC is on duty, the focus of the duties will be EMS Coordination and Department Training. The FC will also assist in other daily work and inspections as assigned by the Fire Chief. While on duty the FC shall be responsible for responding to emergency incidents including fire and EMS calls.

The FC is responsible for all fire and EMS training, under the direction of the Fire Chief. It will be necessary for the FC to conduct training sessions off duty at night and, from time to time, on weekends. The FC shall be paid per contract relating to overtime. The FC may fill vacant shifts, when available, and when called up based on overtime coverage rotation. When on an overtime shift (not related to training), the normal FC responsibilities shall be adhered to.

The FC acts as the Designated Infection Control Officer (DICO). As the DICO the FC shall be responsible for ensuring that all pertinent information is properly filed with the appropriate parties and shall operate under the guidelines of the Ryan White Act. As the department DICO, the FC shall notify the Fire Chief if the FC becomes unavailable for an extended period. The Fire Chief will assume DICO responsibilities until the return of the FC.

The FC shall also act as the second in command of the department. In the event of an extended absence by the Fire Chief, the FC may be appointed acting Fire Chief by the Town Administrator (BOS). For periods of ten (10) calendar days or longer, the FC, serving as Acting Fire Chief, shall be compensated at the Fire Chief's daily rate of pay and will be provided the vehicle assigned to the Fire Chief. Upon the return to work by the Fire Chief the FC shall assume regular job duties and responsibilities. During periods when the FC is receiving the Fire Chief's rate of pay, he/she shall not be eligible for overtime.

DUTIES AND RESPONSIBILITIES:

The FULL-TIME CAPTAIN shall include, but not be limited to:

- Evaluation of all EMS patient care reports for the purpose of QN/QI, interaction with the department's QN/QI vendor on an as needed basis, participates in quarterly QN/QI reviews
- Responsible for all Emergency Medical training (including coordination delivery and record keeping), continuing education and recertification for all members affiliated with the Department through the National Registry of Emergency Medical Technicians (NREMT) and all First Responders
- Responsible for all fire based training (including coordination, delivery and record keeping).
- Acts as the liaison between the Acushnet Fire & EMS Department and Southcoast Hospitals Group Oversees and evaluates the performed skills of all ALS providers. Reviews the skills semi-annually and reports findings to the Fire Chief
- Supervises the ALS and BLS supplies, inventory and equipment of both ambulances in accordance with the current regulations of the Massachusetts Department of Public Health. Orders those supplies and equipment when needed in consultation with the Fire Chief
- Works with the Fire Chief to learn the process of billing, reconciliation, filing and data

- entry of all EMS related information, including bi-monthly NEMSIS reporting
- Inspects all ambulances and fire apparatus and takes actions, using the on duty personnel, to ensure that they are clean and serviceable at all times
- Performs monthly scheduling of all part-time EMT members
- Responds to all Mass Casualty Incidents and acts as the EMS officer or Triage officer or other command function
- Ensure compliance with all OEMS and Region 5 protocols, ensures compliance with EMS operational policies and reports deficiencies to the Fire Chief
- Determines, for annual budgetary planning, what continuing education, training and recertification's will be needed in the upcoming fiscal year for all department personnel by the end of December each year
- Understand and follow the duties and responsibilities of the position of FC contained in the department's standard operating procedures.
- When on duty, the FC shall respond to fire calls and to EMS calls, as part of a crew, on an as needed basis and under the direction of the Fire Chief
- The FC is authorized to respond to off-duty fire calls and EMS calls and will be compensated per the contract.
- Any other duties assigned to the FC by the Fire Chief.

The Fire Chief shall have final approval of all department expenditures and shall approve all classes, training and certification requirements.

MINIMUM QUALIFICATIONS:

Candidates must receive positive feedback from an assessment center hired by the Town for the purpose of assessing interested parties in the duties and responsibilities incumbent of this position.