



CITY OF TAUNTON
MASSACHUSETTS

HUMAN RESOURCES DEPARTMENT

Maria V. Gomes
Director
Sandra B. Peavey
Office Manager

City Hall
15 Summer Street
Taunton, MA 02780
(508) 821-1060
FAX (508) 821-1066

MEMORANDUM

TO: Rosemarie Blackwell, City Clerk
Paul Slivinski, Retirement Board Director

FROM: Maria V. Gomes, Director of Human Resources

DATE: Sept. 28, 2006

RE: Taunton Firefighters, Local 1391 Contract

Enclosed you will find a copy of the collective bargaining contract between the City of Taunton and the Taunton Firefighters Local 1391 for July 1, 2005 through June 30, 2008.

COLLECTIVE BARGAINING CONTRACT

BETWEEN

CITY OF TAUNTON

AND

TAUNTON FIREFIGHTERS, LOCAL 1391
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JULY 1, 2005 - JUNE 30, 2008

CONTRACT INDEX

2005 – 2008

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	1	RECOGNITION	1
	2	UNION SECURITY	1
	3	DUES DEDUCTION	1
	4	AGENCY SERVICE FEE	2
	5	TIME OFF UNION BUSINESS	2
II	1	RETENTION OF CIVIL SERVICE	2
	2	VACANCIES (FIREFIGHTERS)	3
	3	VACANCIES (OFFICERS)	3
	4	CIVIL SERVICE LISTS	3
	5	WORKING OUT OF GRADE	3
	6	TEMPORARY VACANCY (OFFICERS)	3
III	1	FIRE DEPARTMENT COMPOSITION	4
	2	SPECIALTY POSITIONS	4
	3	DUTIES	4
	4	DUTIES OF TRAINING OFFICER	5
	5	DUTIES OF FIRE PREVENTION CAPTAIN	5
	6	DUTIES OF ASST. FIRE INSP./RTK TRAINING OFFICER	5
	7	DUTIES OF FIREFIGHTER PRIV./ASST. FIRE INSPECTOR	6

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
III (cont'd)	8	DUTIES OF COMMUNICATIONS SPECIALISTS	7
	9	DUTIES OF COMM. OFFICER	7
	10	DUTIES OF COMPUTER OPERATIONS SPECIALIST	8
	11	DUTIES OF S.A.F.E. COORDINATOR	8
IV	1	HOURS	9
	2	SUBSTITUTIONS	9
IV	3	OVERTIME	10
	4	CALL-BACK PAY	12
	5	NO COMPENSATORY TIME OFF	12
	6	EXTRA DUTY	12
	7	COURT TIME	12
V	1	VACATIONS	13
	2	PERSONAL DAYS	15
VI	1	UNIFORM ALLOWANCE	15
	2	PAID HOLIDAYS	16
VII	1	SICK LEAVE	16
	2	VOLUNTARY COVERAGE	18
	3	SICK LEAVE BANK	18
VIII	1	DEATH LEAVE	19
IX	1	JURY LEAVE	19
	2	EMERGENCY LEAVE	20

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
X	1	WAGES	20
	2	ADDITIONAL WAGE PROVISIONS	23
	3	LONGEVITY	23
	4	PRIVATE'S APPARATUS MAINT. ALLOWANCE	24
	5	NIGHT DIFFERENTIAL	24
	6	HAZARDOUS DUTY PAY	24
	7	HAZARDOUS MATERIAL (HAZMAT) PAY	24
	8	WEEKLY PAY	25
	9	DEFERRED COMPENSATION PLAN	25
	10	DEPARTMENT MECHANIC	25
XI	1	SENIORITY	25
XII	1	GRIEVANCE PROCEDURE	26
XIII	1	PAID DETAILS	27
	2	REVOLVING FUND	28
XIV	1	LEAVE OF ABSENCE-UNION BUSINESS	29
	2	CONVENTION ATTENDANCE	29
	3	MILITARY LEAVE	30
	4	PERIOD FOR LEAVES OF ABSENCE	30

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
XIV (cont'd)	5	MONTHLY MEETINGS - FIRE PREVENTION	31
	6	MATERNITY LEAVE	31
XV	1	DEPARTMENT PHYSICIAN	31
	2	DISABILITY LEAVE	31
	3	HEPATITIS B VACCINATIONS	32
XVI	1	BLUE CROSS/BLUE SHIELD	33
XVII	1	PENSION PROVISIONS	33
XVIII	1	RIGHTS AND PRIVILEGES	34
XIX	1	BARGAINING UNIT WORK	34
XX	1	BULLETIN BOARDS	34
	2	UNION OFFICE	34
XXI	1	EMPLOYMENT QUALIFICATIONS	34
XXII	1	FIREFIGHTERS LIBRARY	35
XXIII	1	PIECE MANNING	35
XXIV	1	MUTUAL AID	36
	2		36
	3		36
XXV	1	COMPENSATION FOR ACADEMIC CREDITS	36
XXVI	1	MASS DECONTAMINATION UNIT (MDU)	38
XXVII	1	TRAINING OPPORTUNITIES	40
XXVIII	1	EMT TRAINING	40

<u>ARTICLE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
XXIX	1	OUT OF GRADE	41
	2	COVERAGE OF CHIEF'S POSITION	42
	3	COVERAGE OF SHIFT CAPTAIN'S POSITION	42
XXX	1	STATION FACILITIES	42
	2	SNOW BLOWERS	43
	3	STREET DIRECTORIES	43
	4	VEHICLE INSURANCE	43
	5	SAFETY	43
	6	MAJOR FIRE OR RESCUE APPARATUS	43
	7	AMBULANCE OVERSIGHT COMMITTEE	43
	8	LAYOFF NOTICE	44
	9	FUNERAL LEAVE	44
	10	HONOR GUARD	44
XXXI	1	JUST CAUSE	44
	2	MANAGEMENT RIGHTS	44
XXXII	1	SAVINGS CLAUSE	45
XXXIII	1	CONSTRUCTION OF CONTRACT TERMINOLOGY	45
XXXIV	1	DURATION OF AGREEMENT	45

AGREEMENT

THIS AGREEMENT effective as of July 1, 2005 by and between the City of Taunton, Commonwealth of Massachusetts, and the Taunton Firefighters, Local 1391, Taunton, International Association of Firefighters.

WHEREAS, the parties hereto desire to maintain and promote a harmonious relationship between them; and

WHEREAS, the parties hereto desire to promote the morale, equal rights, well being and security of the Employees of the Fire Department, City of Taunton.

NOW, THEREFORE, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows.

ARTICLE I

SECTION 1: RECOGNITION

The City of Taunton recognizes only Local 1391, International Association of Firefighters, AFL-CIO, as the bargaining agent for all uniformed employees of the Taunton Fire Department, including Deputy Chiefs, Captains, Lieutenants and Privates, all Department Mechanics and all Communications Specialists for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. All authorized correspondence shall be signed by the President or Secretary of Local 1391. The Employer agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement. The rights of the City of Taunton and the employees shall be respected and observed for the orderly settlement of all questions.

SECTION 2: UNION SECURITY

The City of Taunton agrees not to discriminate in any way against employees for Union membership or activities.

SECTION 3: DUES DEDUCTION

The City of Taunton shall deduct Union dues and/or assessments upon authorization of members of Local 1391 who sign deduction form cards to be supplied by the Local. The City of Taunton shall forward to the Treasurer of the Union such deductions each month following the month of deduction. No such authorization shall be revoked except upon two (2) weeks written notice to the City Treasurer.

SECTION 4: AGENCY SERVICE FEE

(a) On and after the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is later, each employee shall be required, as a condition of continued employment, to pay a monthly agency service fee to Local 1391 in an amount proportionately commensurate with the cost of collective bargaining and contract administration, which amount shall be equal to the monthly dues of Local 1391, as established and as amended from time to time by Local 1391.

(b) Upon presentation by a member of the fire fighting unit of a written authorization specifying the amount incorporated into paragraph (a) of this Section to the City Treasurer, the City shall deduct on the payroll schedule from the salary of said member the amount so specified and shall forward said amount to the Treasurer of Local 1391. Upon such authorization and monthly deduction, the provisions of subsection 4(b) shall take precedence over the dues deduction provisions of Section 3 of this Article.

SECTION 5: TIME OFF-UNION BUSINESS

(a) All employees covered by this Agreement who are Officers of Local 1391 or who are appointed by Local 1391 as members of said Local's Collective Bargaining Negotiating Team [not to exceed three (3)] shall be allowed time off for official Union business, negotiations or conferences with the City Administration or Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time. However, the Negotiating Team shall be responsible to respond to all emergency calls.

(b) The members of the Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and said Committee, and for the time required to prepare and process grievances, when such activity takes place at a time during which such employee is scheduled to be on duty.

(c) In the case of the provisions as set forth in paragraphs (a) and (b) above, the Chief or his designee shall, wherever practicable, be notified at least 24 hours, in advance, of the identity of said members.

ARTICLE II

SECTION 1: RETENTION OF CIVIL SERVICE RIGHTS

The members covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts, as the same shall be amended from time to time hereafter.

SECTION 2: VACANCIES-FIREFIGHTERS

(a) As far as possible, the Department shall continue to anticipate and plan for filling of vacancies in the rank of Firefighter. Neither the City of Taunton, nor the Chief of the Fire Department shall, under any circumstance, hire or engage any person or persons, whether paid or not, to perform any of the duties of a Firefighter, other than a regular Firefighter, or a reserve Firefighter, unless no regular or reserve Firefighter is available.

(b) The Civil Defense Act and its operation shall in no way be affected by this Article.

SECTION 3: VACANCIES-FIRE OFFICERS RANKS

The City continuously will maintain promotional lists for all unit classifications covered by this Agreement and, in the event of a vacancy in a bargaining unit position, the City immediately will fill such vacancy through promotions. It is understood that the City's obligations pursuant to the language of this Section will be met if reasonable efforts are made by the City to comply therewith, and that delay caused by agencies or circumstances beyond the City's control will not be construed as a basis for asserting the City's failure to comply with one (1) or more of the requirements of this Section.

SECTION 4: CIVIL SERVICE LISTS

Civil Service lists for promotional positions shall remain in full force and effect for two years from the date as of which each such list is established unless a particular list is exhausted before the expiration of the two year period.

SECTION 5: WORKING OUT OF GRADE

Any member who successfully passes a Civil Service exam for promotion can work out of grade as soon as he proves to the Chief that he has successfully passed the exam, by showing his computer grade card. Out of grade work shall be assigned based upon the employees' relative order of placement on the most recent Civil Service list for the position in question until the next such list is established which shall then be used as the basis for assigning out of grade work.

SECTION 6: TEMPORARY VACANCY - OFFICERS RANKS

When a vacancy exists for an Officer because of illness or injury over 30 calendar days, or when the Chief receives proof (doctors slip) that the length of the illness or injury will be over 30 days, then the Chief shall fill said vacancy with the top member on the appropriate promotional list or, if no promotional list exists, then the Chief shall appoint the senior qualified member. This Article shall supersede all other articles in regard to filling vacancies in the Officers' ranks.

ARTICLE III

SECTION 1: FIRE DEPARTMENT COMPOSITION

The Fire Department shall consist of the following:

- a. One (1) Chief
- b. Four (4) Deputy Chiefs
- c. Seven (7) Captains (one (1) of which to be the Fire Inspector and one (1) of which to be the Training Officer)
- d. One (1) Master Mechanic
- e. Seventeen (17) Lieutenants (one (1) of which shall be the Asst. Fire Inspector/RTK Officer and one (1) of which shall be the Communications Officer)
- f. Ninety-two (92) Privates (one (1) of which to be the Asst. Fire Inspector)
- g. Four (4) Communications Specialists
- h. One (1) Computer Operations Specialist
- i. One (1) S.A.F.E. Coordinator

SECTION 2: SPECIALTY POSITIONS

(a) The qualifications for all specialty positions shall be agreed upon by the Chief and the Union. All specialty positions shall be posted for bid whenever they are vacant and the posted position shall be awarded to the senior qualified bidder subject to the limitation that no member of the bargaining unit shall be permitted to hold more than one such specialty position at a time.

(b) Whenever there is a vacancy in any position in the bargaining unit for which additional compensation is paid, the position shall be posted for bidding for at least two (2) weeks. The position shall be awarded to the most senior bidder who is qualified to perform the duties of the position in which the vacancy exists.

SECTION 3: DUTIES

The duties of the members of the Fire Department shall include control and extinguishing of fires, fire prevention, saving and protection of life and property; driving, operation, care and maintenance of all apparatus and equipment; care of station or quarters; inspections, drills; and to perform all related work as may be directed by the Chief or Acting Chief of the Fire Department and in accordance with all Civil Service

Rules and Regulations, and the Ordinances of the City of Taunton as the same now exist or may be amended.

SECTION 4: DUTIES OF THE TRAINING OFFICER

The Captain who is working in this capacity shall enjoy all of the benefits afforded in this Agreement, but his duties will differ from a regular Captain in the firefighting units as outlined below:

1. The Captain in this position shall also be the Department's full time Training Officer and will report directly to the Chief of the Department.

2. At no time shall the Captain in this position work under the provisions of ARTICLE XXIX (out of grade) unless he is compensated in accordance with ARTICLE IV, SECTION 3 of this Agreement (overtime).

SECTION 5: DUTIES OF THE FIRE PREVENTION CAPTAIN

The Captain who is working in this capacity shall enjoy all the benefits afforded in this Agreement but his duties shall differ from a regular Captain in the Firefighting units as outlined below:

1. The Captain in this position shall be the Fire Inspector and Enforcement Officer as designated by the Chief of the Department and will report directly to the Chief of the Department.

2. At no time shall the Captain in this position work under the provisions of ARTICLE XXIX (out of grade) unless he is compensated in accordance with ARTICLE IV, SECTION 3 of this Agreement (overtime).

3. The Captain in this position shall have complete control of all assignments and duties of the Fire Prevention Bureau and other related duties assigned by the Chief of the Department.

SECTION 6: DUTIES OF THE ASST. FIRE INSPECTOR/RTK TRAINING OFFICER

The Lieutenant who is working in this capacity shall enjoy all of the benefits afforded in this Agreement but his duties shall differ from a regular Lieutenant in the Firefighting units as outlined below:

1. **DUTIES:** The Lieutenant in this position shall be an Assistant Fire Inspector and RTK (Right To Know) Training and Enforcement Officer as designated by the Chief of the Department according to the needs of the Department.

2. At no time shall the Lieutenant in this position work under the provisions of Article XXIX (out of grade) unless he is compensated in accordance with Article IV, Section 3 of this Agreement.

3. While absent from his duties, his position may be covered by a qualified Lieutenant or a Private working in an out of grade situation. A qualified on-duty man may fill this position but if no one on duty is qualified, the Deputy Chief shall hire off the qualified Inspectors list (at the Chief's discretion).

4. Any Lieutenant, Firefighter/Private on a Lieutenant's eligibility list, or 3rd year Firefighter/Private will be eligible for training to fill the position of Lieutenant Fire Inspector/RTK Training Officer when absent from his duties. The Fire Prevention Bureau will attempt to restrict their duties to the locating of smoke detectors in single family homes and apartments up to 5 units and general FPB office work. (These qualifications will have to be altered to other duties in fire prevention as the need arises). Although the time needed to qualify will vary from man to man, the Fire Inspector feels that a 16 day minimum (voluntary) should be enough time to learn the basic part of this job, especially in a temporary status.

SECTION 7: DUTIES OF THE FIREFIGHTER PRIVATE/ASSISTANT FIRE INSPECTOR

The Firefighter/Private who is working in this capacity shall enjoy all of the benefits afforded in this Agreement but his duties shall differ from a regular Firefighter/Private in the Firefighting units as outlined below:

1. The Firefighter/Private in this position shall be an Assistant Fire Inspector and Enforcement Officer as designated by the Chief of the Department according to the needs of the Department.

2. At no time shall the Firefighter/Private in this position work under the provisions of Article XXIX (out of grade) unless he is compensated in accordance with Article IV, Section 3 of this Agreement.

3. While absent from his duties, his position may be covered by a qualified Firefighter/Private. A qualified on-duty man may fill this position but if no one on duty is qualified, the Deputy Chief shall hire off the qualified inspectors list. This paragraph shall be at the Chief's discretion.

4. Any 3rd year Firefighter/Private will be eligible for training to fill the position of Firefighter/Private Fire Inspector. The Fire Prevention Bureau will attempt to restrict their duties to the location of smoke detectors in single family homes and apartments up to 5 units and general FPB office work. (These qualifications will have to be altered to include other duties in fire prevention as the need arises). A 16 day minimum (voluntary) should be enough time to learn the basic part of this job, especially in a temporary status.

SECTION 8: DUTIES OF THE COMMUNICATIONS SPECIALISTS

The Communications Specialist/Level 1 Firefighter who is working in this capacity shall enjoy all of the benefits afforded in this Agreement with the exception of Article X Section 6 (Hazardous Duty Pay) but his duties shall differ from a regular Firefighter/Private in the firefighting units as outlined below:

1. The Communications Specialist/Level 1 Firefighter will be the operators of the E-911 communication system.
2. At no time shall the Communications Specialist/Level 1 Firefighter work in any other capacity until he has successfully completed the Massachusetts Firefighters Recruit Training Program.
3. While absent from his duties, his position may be covered by a qualified Firefighter/Private. A qualified on duty Firefighter/Private may fill this position but if no one on duty is qualified, the Deputy Chief shall hire off of the overtime list. The lowest Communications Specialist/Level 1 Firefighter shall have the first opportunity to fill the position.
4. Any 3rd year Firefighter/Private will be eligible for training to fill the position of Communications Specialist. The Communications Officer will do the training at his earliest convenience.

SECTION 9: DUTIES OF THE COMMUNICATIONS OFFICER

The Lieutenant working in this capacity shall enjoy all the benefits afforded in this Agreement, but his duties shall differ from a regular Lieutenant in the Firefighting units as outlined below:

1. The Lieutenant in this position shall be the Communications Officer as designated by the Chief of the Department and will report directly to the Chief of the Department.
2. At no time should the Lieutenant in this position work under the provisions of Article XXIX (out of grade) unless he is compensated in accordance with Article IV Section 3 of this Agreement.
3. He shall be the Officer in charge of E-911 including, but not limited to, all aspects of the efficient operation of the E-911 communications system.
4. The Lieutenant in this position shall have complete control of all assignments and duties of the E-911 Communications Center, and other related duties assigned by the Chief of the Department.

5. He shall also have duties related to Department wide communications protocols as designated by the Chief of the Department, according to the needs of the Department.

SECTION 10: DUTIES OF THE COMPUTER OPERATIONS SPECIALIST

The member working in this capacity shall enjoy all the benefits afforded in this Agreement. His duties will be set forth by the Chief of the Fire Department. They will be limited to the procurement, cleaning and maintenance of the Department's computers.

1. The member working in this position shall be compensated at the rate of \$5,000 annually, said compensation to be added to the base salary of the individual appointed to the position.
2. This position shall be filled by appointment by the Chief of the Fire Department, and shall be filled solely upon his determination that the position needs to be filled.
3. It is agreed that this position may be deleted, dissolved, extinguished and/or discontinued at the discretion of the Chief of the Fire Department.

SECTION 11: DUTIES OF THE S.A.F.E. COORDINATOR

The Firefighter working in this capacity shall enjoy all of the benefits afforded in this Agreement, but his duties shall differ from other Firefighters in the Firefighting units as outlined below:

1. The Firefighter/Private working in this position shall be responsible for the scheduling of fire safety classes at all preschools and elementary schools in Taunton; shall organize and assist firefighters with presentation of fire safety classes; shall write the annual S.A.F.E. Grant; and shall organize station tours for different groups when visiting stations.
2. The Firefighter/Private shall be available to speak on a variety of subjects: 911, carbon monoxide, senior fire safety, holiday fire safety, etc., to Cub Scouts, Girl Scouts, babysitting classes, senior groups and other public groups when requested.
3. Hours will be flexible according to the school year calendar. Hours will be 7:30 a.m. to 5:30 p.m. four (4) days a week unless such conditions exist which require the S.A.F.E. Coordinator to work nights and weekends in which event he may substitute days during the week for those nights and weekends. The S.A.F.E. Coordinator may work overtime on the line as long as it does not conflict with the S.A.F.E. Program schedule.

4. The S.A.F.E. Coordinator shall fall under the umbrella of staff personnel and will be entitled to the 5% staff incentive.
5. Hours will be coordinated through the Deputy Chief's Office in the same manner as Fire Prevention personnel, which is a monthly schedule. He will notify the Deputy Chief's Office of any change in his hours.
6. The S.A.F.E. Coordinator will be in dress uniform with a tie at all times.
7. This job shall be open to Privates for bid via the seniority system.

ARTICLE IV

SECTION 1: HOURS

(a) The regular work week for members of the Firefighting Units shall be forty-two (42) hours. The current twenty-four (24) hour shifts for members of the Firefighting Units shall be maintained. The twenty-four (24) hour shifts shall begin at 7:55 a.m.. Employees who are held over beyond the said shift starting times shall be paid for a minimum of two (2) hours at the applicable overtime rate.

(b) All Fire Prevention and Training Bureau personnel and the Communications Officer shall work a staggered four (4) day work week of 10 hours per day (7:30 a.m. to 5:30 p.m.), Monday through Friday. The S.A.F.E. Coordinator will work a flexible schedule totaling forty-two (42) hours per week.

(c) The Mechanic(s) shall also work a four (4) day work week, Monday through Friday with one (1) day off, from 7:30 a.m. to 5:30 p.m.

(d) The Communications Specialists shall work a regular work week of forty-two (42) hours consisting of the current ten (10) hour day shifts and fourteen (14) hour night shifts. The ten (10) hour day shifts shall begin at 7:55 a.m. and the fourteen (14) hour night shifts shall begin at 5:55 p.m. Employees who are held over beyond the said shift starting times shall be paid for a minimum of two (2) hours at the applicable overtime rate.

SECTION 2: SUBSTITUTIONS

Uniformed members of the Department shall be permitted to substitute or exchange time with members of equal rank and equal qualifications within the Department, provided however, that Officers may be permitted to substitute with Officers and/or Acting Officers who have been certified by Civil Service.

Spare drivers shall be allowed to substitute or exchange time with either hosemen or drivers depending on which job they are scheduled to be working in at the time of the request. Such substitutions are allowed provided that they do not cost the City any money.

Substitutions may be permitted by the Chief or the Deputy Chief on duty and shall be granted in accordance with the Department Order of December 30, 1976. If approval of substitutions is not granted, the employee shall be given the reason for disapproval upon request.

SECTION 3: OVERTIME

Any Firefighter, including an Officer of rank, who is detained or required by the Chief or Officer in charge to remain on duty beyond his regular tour of duty, shall be paid for such time at the rate of one and one-half (1 1/2) times one forty-second (1/42nd) of his regular weekly wage. As of January 1st of each year, the Deputy Fire Chief shall review each department member's overtime record and shall allocate overtime as evenly as possible.

The overtime hiring procedure shall be as follows:

1. All hiring will be done on the day of the job opening; however, this will not preclude anyone from calling the Deputy's office to check on the hiring status.
2. Overtime will be kept track of by hours. When hiring, if two groups are available, the member with the least number of hours will be hired. If both numbers of hours are equal, the hiring will be based on who was last called (with the person last called being the second person called for this opportunity). If these are both equal, then hire by group listed first on the Overtime Chart.
3. Hiring hours will commence at 6:00 AM for the day shift and at 4:00 PM for the night shift and will continue until the job is filled. The member on duty will cover the job until it is filled. The Hoseman position at Central will be covered by the junior member. If a member must stay beyond 7:55 AM (day shift) or 5:55 PM (night shift) he/she will be paid for a minimum of two (2) hours at the applicable overtime rate.
4. The Deputy Chief's office will call no more than two numbers for each member in regard to hiring. The Deputy's office will be responsible for insuring that any personnel coverage is checked to insure that any individual will be notified that may affect the hiring process. A member's home phone will be called first. If the Deputy gets an answering machine, he will leave a message and proceed to the second number. The second number can be a pager number. The Deputy will be required to page the member. The member will have five (5) minutes to respond to the page or answering machine, whichever the

second number might be; if only one number is called and there is an answering machine, the Deputy must wait five minutes.

5. When deciding whether to hire for an Officer position or to move a member out of grade, it will be done on a per shift basis (10 and 14 hour shifts). A member may be moved in or out of a position at the evening change of shift. Hiring will be determined by which rank has the least number of hours. If the member being hired is on a promotional list, and a vacancy exists for the same rank position, the member being hired will fill the vacancy, provided no one on the regular group working is also on that same promotional list and currently working out of grade. This will occur regardless of their placement on the list.
6. A member will be charged with the overtime hours offered for the following reasons:
 - a. If he accepts the overtime.
 - b. If he refuses the overtime.
 - c. If he is not at home (only one number provided).
 - d. If he is on the sick board.
 - e. If he is not available (two numbers provided, no response for either).
 - f. If he is out on injury on duty leave (Ch. 41, Sec. 111F).
 - g. If he is on a leave of absence except for military leave.
7. No member will be charged with overtime hours while out on death leave for an immediate family member in accordance with Article VIII, Section 1 (a) – (d).
8. Complaints regarding hiring of overtime will be reviewed monthly by the Overtime Committee. All complaints must be in writing. Every member who has filed a complaint will be notified of the meeting so that he may address the Committee prior to the review. The Deputy or Acting Deputy who was involved in the hiring decision that is being questioned will be given the same opportunity.
9. Overtime involving Mechanics, Fire Investigators, the Training Officer, the E-911 Officer, Haz-Mat personnel or Fire Prevention personnel will be charged only for the hours worked.

