

**Memorandum of Understanding between the  
Town of Hanover Fire Department and the  
Professional Firefighters of Hanover I.A.F.F. Local 3288**

This agreement made this 12<sup>th</sup> day of August, 2011 by and between the Town of Hanover (hereinafter referred to as the "Town") and the Professional Firefighters of Hanover I.A.F.F. Local 3288 (hereinafter referred to as the "Union"), and jointly referred to as the "Parties".

**Preface**

The Town of Hanover and the Professional Firefighters of Hanover I.A.F.F. Local 3288 have developed a modified work schedule that has minimum effect to the Collective Bargaining Agreement of the Union as well as the day to day operations of the Fire Department. The intention of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to temporarily modify the current work schedule for a trial basis of a time period of six (6) months. If all parties do not agree to the continuation of this MOU after the said trial period, all language shall revert to as previously stated in the Collective Bargaining Agreement effective July 1, 2011-June 30, 2014 (the "CBA").

After the date of implementation of this MOU, the parties agree to meet as often as necessary to review implementation of this MOU and any related SOP's that are affected. In the event that an issue arises, all parties agree to meet as soon as reasonably possible to address the issue and make changes as required. The parties further agree to attempt to revise any contract language necessary as a result of unforeseen circumstances, so that the benefits are neither enlarged nor diminished for either party.

This new modified work schedule target date is September 2nd, 2011.

The Union and the Town agree that the intent of this Memorandum of Understanding is not to increase or decrease current benefits, and this MOU does not replace management or union rights under the CBA or federal or state law. It is solely a readjustment of the current 42-hour workweek.

Changes to the CBA: The following sections of the CBA and only the following sections are amended by this MOU, as shown below with proposed changes to wording for each section.

**ARTICLE 6.1 - Hours of Work.** The first paragraph of this section is amended as follows:

The hours of work for the members covered under this agreement shall be one twenty four (24) hour shift from 07:00-07:00 followed by forty eight (48) hours off then another twenty four (24) hour shift from 07:00-07:00 for a total of forty eight (48) hours, which averaged over an eight (8)-week cycle will constitute a forty two (42)-hour work week

**ARTICLE 6.2 - Shift Exchange.** The last line of this section is amended as follows:

SHIFT - A shift is defined as one work period; twenty four (24) hours.

**ARTICLE 6.3 - Administration of Overtime.** The first paragraph of this section is amended as follows:

Supervisors are authorized to schedule overtime when necessary due to the taking of leave, or because of the maximum number of hours that employees may work in any continuous shift. Fire Department employees shall not be allowed to work more than two (2) scheduled consecutive shifts, or forty eight (48) consecutive work hours, in any work week unless the last shift is extended by an emergency. The Chief or his designee shall authorize overtime as necessary.

**ARTICLE 7.8-1 - Sick Leave Policy.** The final paragraph of this section is amended as follows:

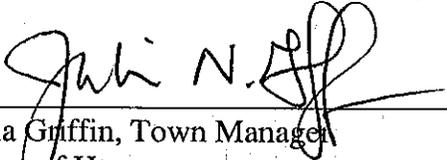
An employee who does not utilize sick leave in any four (4) month period, beginning with the first day of each month following use of a sick day or portion thereof, shall be credited with twelve (12) hours of vacation time. Such vacation time shall be taken at a time mutually agreeable to the employee and the department head.

**ARTICLE 7.14 - Personal Leave.** The first paragraph of this section is amended as follows:

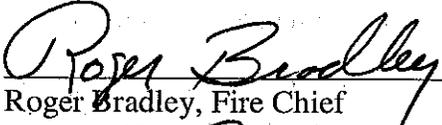
Non-exempt employees covered by this agreement will be allowed twenty four (24) hours of personal leave in each fiscal year to be earned at the rate of twelve (12) hours for each six months of service, beginning from the date of hire and credited to the employee on July 1<sup>st</sup> and January 1<sup>st</sup>.

**ARTICLE 7.15 - Bereavement Leave.** The second paragraph of this section is amended as follows:

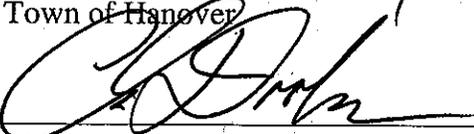
The Town Manager shall grant, upon the request of a permanent employee, two (2) twenty four (24) hour shifts of bereavement leave without loss of pay upon the death in such employee's immediate family of such employee's spouse, child, mother, father, brother, sister, father-in-law, mother-in-law or other person living in the immediate household. The Town Manager may grant bereavement leave upon the death of an individual whose close association with the employee is equivalent to the family relationships listed above.

  
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Julia Griffin, Town Manager  
Town of Hanover

Date: 8/12/11

  
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Roger Bradley, Fire Chief  
Town of Hanover

Date: 8-12-11

  
\_\_\_\_\_  
Chris Doolan, President  
Professional Firefighters of Hanover I.A.F.F. Local 3288

Date: 8-12-11