

**HOUSE . . . . . No. 2081**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

***Randy Hunt***

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

**An Act relative to firefighter training.**

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Randy Hunt</i>	<i>5th Barnstable</i>	<i>1/16/2019</i>
<i>F. Jay Barrows</i>	<i>1st Bristol</i>	<i>1/24/2019</i>
<i>Julian Cyr</i>	<i>Cape and Islands</i>	<i>1/31/2019</i>
<i>David F. DeCoste</i>	<i>5th Plymouth</i>	<i>1/24/2019</i>
<i>Susan Williams Gifford</i>	<i>2nd Plymouth</i>	<i>1/30/2019</i>
<i>Sheila C. Harrington</i>	<i>1st Middlesex</i>	<i>2/1/2019</i>
<i>Joseph D. McKenna</i>	<i>18th Worcester</i>	<i>1/31/2019</i>
<i>Mathew J. Muratore</i>	<i>1st Plymouth</i>	<i>1/25/2019</i>
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>	<i>1/31/2019</i>
<i>Michael J. Soter</i>	<i>8th Worcester</i>	<i>1/22/2019</i>

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By Mr. Hunt of Sandwich, a petition (accompanied by bill, House, No. 2081) of Randy Hunt and others relative to firefighter training. Public Safety and Homeland Security.

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**The Commonwealth of Massachusetts**

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**In the One Hundred and Ninety-First General Court  
(2019-2020)**  
\_\_\_\_\_

An Act relative to firefighter training.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1           Section 1. Chapter 48 of the General Laws, as appearing in the 2016 Official Edition, is  
2 hereby amended by inserting after section 90 the following section:-

3           Section 91. Whenever a full-time, part-time, auxiliary, call, or volunteer firefighter has  
4 been provide initial training by a city, town, or district fire department within the  
5 Commonwealth, and within five years of such initial training, said firefighter is subsequently  
6 hired by another city, town, or district fire department, for a full-time position, the hiring city,  
7 town, or district shall reimburse the first city, town, or district according to the following  
8 formula, unless a mutual agreement is reached;

9           (a)    If the firefighter is hired by another city, town, or district during the initial  
10 training period or during the first year following completion of initial training, the hiring city,  
11 town or district shall reimburse the first city, town, or district the full cost of initial training;

12 (b) if the firefighter is hired by another city, town, or district during the second year  
13 following completion of initial training the hiring city, town, or district shall reimburse the first  
14 city, town, or district for eighty (80) per cent of the initial training;

15 (c) if the firefighter is hired by another city, town, or district during the third year  
16 following completion of initial training, the hiring city, town, or district shall reimburse the first  
17 city, town, or district for sixty (60) per cent of the initial training;

18 (d) if the firefighter is hired by another city, town, or district during the fourth year  
19 following completion of the initial training, the hiring city, town, or district shall reimburse the  
20 initial city, town, or district for forty (40) per cent of the initial training;

21 (e) if the firefighter is hired by another city, town, or district during the fifth year  
22 following completion of the initial training, the hiring city, town, or district shall reimburse the  
23 initial city, town, or district for twenty (20) per cent of the initial training; and

24 (f) if the firefighter is hired by another city, town, or district during or after the sixth  
25 year following completion of the initial training, the hiring city, town, or district shall not be  
26 obligated to reimburse the initial city, town, or district the initial training costs.

27 The first city, town or district shall be required to provide receipts, payroll records and/or  
28 other documents showing the true and accurate costs of providing the initial training including,  
29 but not limited to, tuition, salaries, overtime, books, materials, travel expenses, meals, and  
30 incidentals, to the second or subsequent city, town, or district.

31 If the firefighter is subsequently hired by an additional city, town, or district within five  
32 years of initial training, each of those additional cities, towns, or districts is liable to the city,

33 town, or district immediately preceding it for the initial training costs paid by that city, town, or  
34 district.

35 Section 2. As used in this section, unless the context otherwise indicates, the following  
36 terms have the following meanings:

37 “initial training” means training that leads to licensure as an emergency medical  
38 technician, training that leads to compliance with any training requirements for firefighters  
39 established by the Commonwealth, or training that leads to certification or basic training as a  
40 firefighter fire officer, or fire instructor that meets the professional qualification set forth in  
41 National Fire Protection Association (NFPA) 1001: standard for Fire Fighter Professional  
42 Qualifications, NFPA 1021: Standard for Fire Officer Professional Qualifications, and NFPA  
43 1041: Standard for Fire Service Instructor Professional Qualifications.

44 “Training costs” means the actual dollar amount paid by a city, town, or district for, or on  
45 behalf of, the initial training of a firefighter. In making the determination of training costs, the  
46 city, town, or district may include, but not limited to, the following costs;

47 (a) the full cost of salary, including fringe benefits, paid to the firefighter while in  
48 initial training;

49 (b) the full cost of tuition and fees charged by the training organization;

50 (c) the full cost of testing, licensing, books, materials, and other incidentals pertinent  
51 to the initial training provided to the firefighter;

52 (d) the full cost of the salary, inclusive of overtime, paid to firefighters to provide  
53 services that would otherwise have been lost during the absence of the firefighter in training; and

54           (e)     the full cost of travel expenses and meals necessitated by the firefighter's  
55   attendance at training.