

Middleton Call Firefighters Contract as of Feb. 26, 2013

Agreement between the Town of Middleton and

Middleton Call Firefighters Association

Original Contract July 1, 2009 - June 30, 2013

Contract
Between the
Town of Middleton

and

Middleton Call Firefighters Association

***July 1, 2009 – June 30, 2011
Includes Town and Association Proposals for FY 2012-2013 as of
November 11, 2011 includes stricken language as shown***

ARTICLE I

RECOGNITION

The Town of Middleton, by its Board of Selectmen ("Employer" or "Town") recognizes the Middleton Call Firefighters Association ("Association") as the bargaining representative for the call employees of the Fire Department who are defined as permanent part-time call firefighters of the Fire Department of the Town but excluding the Chief, Deputy Chief, all regular full-time firefighters, office and clerical employees, and all other employees of the town.

ARTICLE II

NON-DISCRIMINATION

Section 1: The parties to this Agreement agree not to discriminate against any employee because of any criteria established and proscribed by any state or federal law or any regulation promulgated pursuant thereto.

Section 2: There shall be no discrimination, interference, retaliation, restraint, or coercion by the Employer, the Association, or their respective agents against any employee because of his/her membership or non-membership in the Association.

ARTICLE III

AMENDMENTS TO THE AGREEMENT

Any amendment(s) to this Agreement are not binding upon the parties unless and until they are reduced to writing and executed by the authorized representative(s) of each party hereto.

ARTICLE IV

STABILITY OF AGREEMENT

The failure of the Town or of the Association to insist, in any one or more situations, upon the performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Association to future performance of any such term or provision, and the obligations of the Association and the Town to such future

performance shall continue in full force and effect.

ARTICLE V

SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared to be invalid by any court judgment 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.

ARTICLE VI

PREVAILING RIGHTS

All existing rights and working conditions currently enjoyed by the employees which are not included in this Agreement, nor specifically cancelled by this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent of the parties.

ARTICLE VII

SENIORITY

The Fire Chief shall establish a call-firefighter seniority list and it shall be revised as of January 1 of each year, and it shall be promptly posted thereafter on the station bulletin board. Any objections to the seniority list shall be made to the Fire Chief within ten (10) days or it shall stand as posted.

ARTICLE VIII

RULES AND REGULATIONS

The Association agrees that its members shall comply with all Fire Department rules and regulations, as amended from time to time, including those relating to conduct and work performance.

ARTICLE IX

INDEMNIFICATION

The Town of Middleton will provide full coverage for call firefighters under its general liability policy or it will provide similar coverage under a separate policy if it becomes appropriate from an underwriting standpoint. Coverage shall also be deemed to be for liability for motor vehicle use as well as coverage for injuries suffered from the use of or by a motor vehicle.

ARTICLE X

PERSONNEL FILE

Members of the Association shall have the right upon reasonable request to inspect their own personnel file. Nothing involving any disciplinary action or the potential disciplinary action shall be placed in an employee's personnel file unless the employee has received a copy of the same. Employees shall have the right to file a response or explanation to any item contained in their personnel file.

ARTICLE XI

COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, OR LAYOFF

Any employee who leaves the employment of the Fire Department for any reason, including death, shall be compensated for all his/her accumulated overtime, holiday time and vacation time, including pro rata pay due for the current fiscal year at his/her applicable rate of pay less any amounts that may be due to the Town. In the event of death, said amounts shall be paid to the employee's estate or legal representative.

ARTICLE XII

A. CALL BACK COMPENSATION

Call firefighters, not working a regular scheduled tour of duty, who respond to a fire or medical emergency at the request of the Fire Chief or Officer in charge, shall be entitled to a minimum of two (2) hours pay at their regular scheduled rate of pay as specified under the salary and wage portion of this agreement. The sounding of the fire horn or emergency tone shall mean that it is, in fact, a request by the Fire Chief or Officer in charge, for said Call men to respond to such emergency. Call firefighters who respond to any emergency shall be entitled to Two (2) hour's pay. Any incident, which exceeds Two (2) hours, shall be paid to the next whole hour.

The sounding of the fire horn or emergency tone shall mean that it is, in fact, a request by the Fire Chief or Officer in charge, for said Call men to respond to such emergency. An emergency incident of any kind shall be from the time such horn or tone was sounded or such request was made of said call firefighters and shall continue until ~~such time as the ALL OUT is sounded a period of ten minutes following the ALL OUT [11-11-11] or until all firefighters have been dismissed by the Fire Chief or Officer in charge, or which ever shall occur first.~~ Any subsequent request to respond to an emergency of any kind shall be a separate incident from the previous incident and call firefighters shall be paid *accordingly*. In no instance, a call firefighter may be paid more than 10 hours in a 10-hour period.

The Town shall use selective tones for emergency medical services. All qualified EMTs will be summonsed through radio tones for ambulance coverage.

B. Ambulance Coverage

Labor for ambulance overage will use when possible a ratio of one to one (call to permanent members). This labor coverage will be used for all patient transports to the hospital unless the officer in-charge requests a tone for additional coverage.

C. Shift Coverage

The members of the Call Department are responsible to fill two (2) fourteen hour night shifts per day and one (1) eight to ten hour day shift.

After the schedule is posted and a shift remains unfilled or becomes available, said shifts will be filled through a page to call members per past practice. The Chief or his designee may institute the following procedure for any shifts remaining unfilled no later than six hours before the start of the shift.

The Chief shall have the authority to order a call member to fill said shift using a rotating basis and will seek whenever possible call members with equal qualifications of the employee whose shift is to be filled.

The employee at the top of the rotation list will be notified by the Officer-in-Charge to report for the next shift. Call members who refuse to report up to three times in either the first or the second six months of the year shall be entitled to only 50% or ½ of their §44-eligible stipends as otherwise provided for in this contract, unless said member proves to the satisfaction of the Fire Chief to be working another job or is on approved sick leave. [11-11-11]

Employees filling a shift under order of the Fire Chief shall be compensated at the rate of 1-1/2 times their hourly rate of pay.

ARTICLE XIII

SICK, INJURED, AND UNSCHEDULED LEAVE

Section 1: The Town shall grant sick leave to any employee who must absent himself/herself from the job because of personal sickness, according to ARTICLE XV.

Section 2: To be eligible for sick leave, the employee must properly notify the Fire Chief that he/she will be unable to report for work prior to one (1) hour of the beginning of his/her tour of duty. Notice of any extended sickness or injury should be given as soon as possible to allow the Town sufficient time to make the necessary replacements.

Section 3: Should an employee be incapacitated for duty because of injuries or sickness sustained in the performance of his/her duties, he/she shall be granted leave without loss of pay or other benefits in accordance with Chapter 32, Section 85H of Massachusetts General Laws. In addition to the granted leave without loss of pay, the Town also agrees to incorporate by reference Chapter 41, Section 100 of the Massachusetts General Laws as it pertains to the payment of medical bills.

Section 4: Employees on line of duty injury leave shall continue to accrue vacation leave and all other contractual benefits for the duration of such incapacity.

Section 5: The Town may require, after a period of thirty (30) consecutive days of absence that an employee submits medical documentation or submit to an examination at Town expense and by a physician of the Town's choosing, for the purpose of establishing continuing disability or fitness for return to duty.

Section 6: No less than 72 hours prior to the scheduled shift for call station duty, call firefighters

shall notify the Chief or Duty officer if they are unable to work that shift to allow sufficient time for the Department to fill said shift.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1: Definition: The term "Grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation, or meaning of this Agreement.

Section 2: Any steps may be omitted by mutual agreement and any time limit may be extended or shortened by mutual agreement of the parties.

Section 3: Any grievance shall proceed as follows:

Step 1. The employee shall first present any grievance(s) in writing to the Chief of the Fire Department, and an earnest effort shall be made within the next seventy-two (72) hours to adjust the grievance in an informal manner.

Step 2. If the grievance is not resolved in Step 1, or answered by the Fire Chief within the time limit set forth above, the written grievance shall be submitted to the Board of Selectmen by the Employee within seven (7) business days after the Chief's response. The Board of Selectmen may meet at their option with the Employee within fifteen (15) business days after receipt of the written grievance to discuss and attempt to adjust the grievance, and will answer the grievance in writing within ten (10) business days after the meeting ends, should one occur.

Step 3. If the grievance is not satisfactorily adjusted in Step 2, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Association, and only by the Association, within forty-five (45) days after the response of the Board of Selectmen, or within sixty (60) days after submission to the Board of Selectmen at Step 2, whichever later occurs, to arbitration, by written notice to such effect given to the Board, attention of the Chairman. The arbitrator shall be selected by mutual agreement of the parties and if the parties fail to agree on the selection of a single arbitrator, said selection shall be made in accordance with the rules of the American Arbitration Association after submission of grievance to it. Each party hereto shall bear the expense of preparing and presenting its own case. The parties shall share equally in the cost, if any, of the arbitrator's service. Any arbitration hearing shall be held during business hours, if at all possible.

Step 4. The decision of the arbitrator shall be final and binding upon the parties.

Any incident that occurred or failed to occur prior to the signing of this Agreement shall not be the subject of any grievance under this Contract.

Step 5. An aggrieved employee may have an Association representative or an attorney present at and participating in, any level of the grievance procedure.

Step 6. Any grievance as defined herein shall be waived if not presented in writing to the Chief within fifteen (15) business days of the alleged violation or claim or reasonable knowledge thereof.

ARTICLE XV

CREDIT FOR ACCUMULATION OF VARIOUS LEAVE

At the end of each fiscal year (June 30), each call firefighters' hours of employment for the entire fiscal year shall be added up and divided by 46 weeks. If any call firefighter has worked an average of 20 hours per week for that 46 week period, then he/she shall be entitled to in part time benefits under Section 7.09 of the Consolidated Personnel Plan By-Law, said Personnel Plan By-Law having been adopted by the Town of Middleton on October 29, 1968 and as most recently revised on May 31, 1988. The hours of pay that he/she shall be entitled to shall be sixty-eight (68) hours as follows:

20 Hours Vacation Pay

20 Hours Sick Leave*

4 Hours Personal Leave

44 Hours Holiday Pay

(As listed in Section 7.04).

*Accumulate only (but no pay) up to 640 hours.

Call firefighters who work a minimum of 750 hours in any fiscal year but less than 960 hours, shall be entitled to a "half-benefit", consisting of a one-time payment for the year equivalent to thirty-four (34) hours of pay.

ARTICLE XVI

UNIFORM/CLEANING ALLOWANCE

Section 1. Each call firefighter may be entitled to an annual allowance for the purchase of department uniforms, said allowance to be approved by the Chief of Department and pro-rated according to the formula set forth as follows:

Hours

0 – 250	\$275.00
251 – 650	\$350.00
651 – 800	\$350.00
801 – 1000	\$400.00
1000 plus	\$450.00

In FY 2012, each call firefighter will receive a one-time allowance of up to \$200 for the purchase of a High-Visibility Jacket, (as recommended by the United States Department of Transportation), and as specified by the Chief and the Middleton Fire Department Safety Committee. The allowance shall be \$150 if the cost of said jacket is less than \$300, and the allowance shall be \$200 if the cost of said jacket is more than \$300. [11-11-11]

Section 2. Such uniforms approved by the Chief shall be in addition to normal turnout gear that shall be purchased periodically by the Chief, as he deems necessary. Reserve firefighters who complete six (6) months of continuous service after appointment shall receive a one time uniform reimbursement of \$275.00

Section 3. Each member of the Association shall be paid a cash cleaning allowance in the amount of \$50.00 per year for each contract year. Said payments to be made the last pay period of June of each year for services performed during the contract (fiscal) year.

Section 4. Uniforms or equipment damaged while on duty will be replaced upon approval of the Fire Chief.

ARTICLE XVII

FIRE DETAILS

Each call firefighter hired for a Fire Detail, shall be paid at the same detail rate as a permanent firefighter for all such hours worked with the same guaranteed minimum in effect per assignment. The Town agrees to create a revolving fund to insure that all employees are reimbursed within thirty (30) days of performing services in regard to private fire alarm construction.

ARTICLE XVIII

CALL FIREFIGHTER TRAINING AND FEDERAL MOTOR CARRIER SAFETY ACT PHYSICAL EXAMINATIONS [11-11-11]

All training shall be in accordance with statutory requirements. Call firefighters will be paid on an hourly basis for all training hours accumulated through December 1, and June 1 of each fiscal year, except that the Chief shall have the discretion to pay the June payment in December. Members assigned to shift work shall not be paid the hourly training stipend.

~~Firefighter 1 and 2 Training will be made available~~ **shall be required for all new members** of the call department when it is made available to the Town through the Massachusetts Firefighting Academy with up to three members per year. Members will be reimbursed at their regular hourly rate of pay for time spent in the program at the Academy or at its satellite location. The Town shall reimburse attendees for testing and certification fees **when attendees submit copies of Firefighter 1 and 2 Certification Documents. [11-11-11]**

~~When Firefighter 1 and 2 Training is available to a member with less than ten years experience, that member is required to attend and graduate from this program with the~~

~~following conditions. Said member may refuse only one opportunity for such training within a two year period, and failure to graduate from the training during this period shall result in loss of employment or demotion at the discretion of the Fire Chief, and shall not be entitled to any hours worked stipends as provided for in Appendix B. [11-11-11]~~

Call Firefighters shall be required to attend no less than 75% of all regularly scheduled fire drills to insure that every call firefighter is properly trained in safety and survival for their well-being and that of their respective call firefighters in accordance with the statutory requirements. Arrangements will be made for make-up of legitimate absences.

Call Firefighters, who are qualified to be Driver and Pump Operators, shall be required to take physical examinations in compliance with the Federal Motor Carrier Safety Regulations as amended. The physical examinations shall be paid for and made available through the Town's contracted provider if not provided through the Call Firefighter's personal physician. The Call Firefighter shall submit to the Fire Chief a copy of Federal Form 649-F (6045) entitled Medical Examination Report under the provisions of 49 CFR 391.41 as amended. The effective date of this paragraph shall be July 1, 2012 and the Association may reopen this contract to re-negotiate these provisions if full time firefighters are not subject to similar requirements no later than July 1, 2012. [11-11-11].

Call Firefighters appointed after the effective date of this contract shall be required to obtain a Massachusetts CDL Class B License to be eligible to operate the department's apparatus with a GVW greater than 26,000 pounds. At the time of issuance of said license or its renewal, the Town shall reimburse licensees the difference in the costs between a Massachusetts Class D license and a Class B license. [11-11-11]

ARTICLE XIX

HOLIDAY INCENTIVE

Section 1. Members who perform shift duty on any Town holiday (herein defined as 8:00 a.m. on the holiday until 8:00 a.m. of the following day) shall be paid at a rate of 1- 1/2 the regular rate of pay for such hours.

Section 2. In addition to the list of Holidays currently approved by the Town, the members of the Association shall enjoy Christmas Eve (December 24) and New Year's Eve (December 31) as paid holidays. These additional holidays will be paid at 1-1/2 the regular rate of pay.

ARTICLE XX

DISTRIBUTION OF EXTRA DUTY

Section 1. Station shift work that becomes available because of a scheduled call member's inability to report to work for any reason shall be filled from the Extra Duty Call List herein established.

Section 2. Any other extra detail work not taken by a regular full-time firefighter shall be next offered to the call firefighters and shall be filled from the Extra Duty Call List. As used herein, extra details shall also include station duty, fieldwork or other paid assignments that become available to the call force due to the refusal or inability of the regular fire force to fill any such assignments.

Section 3. All such extra work assignments shall be offered on a rotating basis originally by seniority, to all call members wishing to be considered for such work. Whenever possible, the assignment shall be offered to the member with the lowest total number of hours to his/her credit. When the member is actually contacted, time offered but refused shall count as time worked. Task qualification or an emergency situation shall be a bona fide reason for by-pass, however, the assignment shall be offered when next available to the by-passed member or the lowest eligible member, as appropriate.

ARTICLE XXI

MEDICAL VACCINATIONS

The town shall provide to any employee requesting the same, vaccinations necessary for the prevention of Tetanus, Hepatitis-B and TB. Repeats of these shots will be made as medically necessary. Employees will use their health insurance to pay for the same whenever possible. The town agrees to reimburse any employee for out-of-pocket expenses or to pay the entire amount if not covered by insurance

ARTICLE XXII

Section 1

DISABILITY PLAN

The Town also agrees to pay for an accident insurance policy, while such coverage is readily available on the open insurance market, which will provide a weekly indemnity benefit of up to \$1,500 (subject to proof and confirmation of wages lost) to individuals who sustain qualifying injuries on the job as a call firefighter.

Section 2

FLEXIBLE SPENDING ACCOUNT

(Section 125 Cafeteria Plan to Pay Health Care Expenses on Pre-tax Basis)

The Town of Middleton will make available to eligible call members participation in the Town's Internal Revenue Service Section 125 Cafeteria Plan for Health Care Benefits. The Federal Internal Revenue Code allows for certain health related expenses such as the following to be paid on a pre-tax basis.

Medical and Dental Premiums

Deductibles, co-pays, and other eligible expenses not covered by insurance.

Prescription drugs and medical supplies.

Dental services, orthodontics, and dentures.

Eyeglasses, contacts, solutions, and eye surgery.

Weight-loss programs (associated with a specific disease).

Chiropractic services.

Psychiatric care and psychologist's fees.

Smoking cessation programs.

Adult and child daycare services.

Adoption expenses.

ARTICLE XXIII

SAFETY COMMITTEE

Section 1. The Town and the Fire Chief agree to create a safety committee made up of two (2) members of Local #3097 and two (2) designated members of the call force in order to meet periodically and discuss matters of safety and tactics as these subjects shall impact upon the running of the department. The parties may agree to include or exclude various subject matters from their agenda of business.

Section 2. All members of the Association shall be issued their own SCBA facemask and protective carrying bag. As a result, members will not be required to share SCBA facemasks with other personnel.

ARTICLE XXIV

DURATION OF AGREEMENT

Section 1. This agreement shall be effective July 1, 2009, and shall remain in full force and effect until June 30, 2011 or until the parties execute a successor agreement, whichever occurs later, upon the date of execution by the Town and the Association and shall remain in full force and effect until June 30, 2013. [11-11-11]

Section 2. On or after November 1, 2012, either party to this Agreement may submit to the other its proposals for a new Agreement to be effective on the termination date of this Agreement. Upon receipt of a proposal from one party, both parties shall proceed forthwith to bargain collectively with respect thereto.

If negotiations are not concluded and a new Agreement is not executed prior to June 30, 2011, this Agreement shall be in effect from day to day thereafter until a successor agreement is executed.

~~This Agreement may be reopened by the Middleton Call Firefighters Association upon the Town's entry into the Regional Emergency Communications Center, to discuss re-assignment of call firefighter shifts, overall staffing levels, and other working condition impacts to existing personnel. [11-11-11]~~

Article XXXV

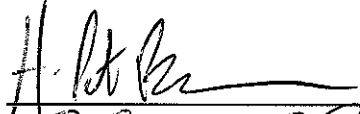
Drug Free Employee Policy

The Association agrees to appoint one (1) member to a committee and participate in no less than four (4) meetings per year for actively assisting the development of a Drug Free Employee Policy for the members of the Association. With the anticipated cooperation of the Middleton Permanent Firefighters and the Middleton Police Department, each bargaining unit with equal representation (each with one member) shall develop a mutually agreeable and cost-effective policy for both public safety departments.

WITNESS our hands and seals this 21st day of December, 2011.

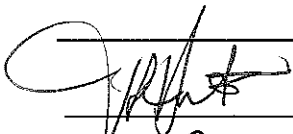
MIDDLETON CALL FIREFIGHTERS
ASSOCIATION


By:

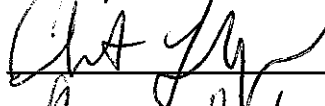

Charles S. Chalko
[Signature]

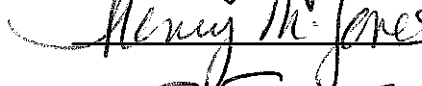
TOWN OF MIDDLETON


By: Its Board of Selectmen











Town Administrator

APPENDIX "A"

SALARIES AND WAGES

Position

Hourly Increase	10/1/2009	01/01/2010	7/1/2010	7/01/11	07/01/12
	\$0.25	\$0.25	0.00	\$0.27	\$0.20
Firefighter (Reserve/Trainee)	\$12.56	\$12.81	\$12.81	13.08	13.28
Firefighter 1 (Communications/Operator/ Stepman/Nozzleman)	\$14.45	\$14.70	\$14.70	14.97	15.17
Firefighter 2 (F.F.1/E.M.T. or Driver and Pump Operator)	\$15.44	\$15.69	\$15.69	15.96	16.16
Firefighter 3 (F.F.1/E.M.T. and Driver and Pump Operator)	\$16.17	\$16.42	\$16.42	16.69	16.89
Lieutenant	\$16.75	\$17.00	\$17.00	17.27	17.47
Captain	\$17.40	\$17.65	\$17.65	17.92	18.12
Performance and Continuous Duty Incentive July 1-Dec 1. & Dec. 1-June 30 [paid twice a year for hours worked within FY Year]				25 cents per hour	25 cents per hour
For CDL Licensed FF2 or FF3 Drivers					25 cents per hour
Longevity Pay					
10 years plus	\$100.00	\$100.00	\$150.00		
15 years plus	\$200.00	\$200.00	\$250.00		
20 years plus	\$300.00	\$300.00	\$350.00		
Paramedic Certification Hourly Wage					
(above base position)	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50

If the Department Medical Director is a member of the Call Department, the Medical Director's wages and stipends will be paid as Certified Paramedic.

E.M.S. Coordinator (as designated by the Chief) \$500.00/annually in addition to hourly wage

Infection Control Officer (as designated by the Chief) \$500.00/annually in addition to hourly wage

The Town agrees to maintain one Captain on the Call Department and the Chief shall consider the most senior qualified member when making an appointment.

An annual performance review will be used for promotions for Call Department members by the Fire Chief.

The 911 Telecommunicator Stipend will not be paid as of July 1, 2013 when the Town transfers dispatch operations to the new Regional Emergency Communications Center operated through the Essex County Sherriff's Office. [added 11-11-11]

APPENDIX B		
	No INCREASE	No INCREASE
EMT-B STIPENDS	FY '10	FY '11
HOURS WORKED		
250-449	\$615	\$615
450-600	\$760	\$760
601-750	\$950	\$850
751 OR MORE	\$1,100	\$1,100
EMT-I STIPENDS	FY '10	FY '11
HOURS WORKED		
250-449	\$785	\$785
450-600	\$940	\$940
601-750	\$1,130	\$1,130
751 OR MORE	\$1,300	\$1,300
EMT-P STIPENDS	FY '10	FY '11
HOURS WORKED		
250-449	\$1050	\$1050
450-600	\$1,300	\$1,300
601-750	\$1,550	\$1,550
751 OR MORE	\$1,850	\$1,850

Payment of all of the above EMT stipends are subject to each member being successfully qualified at a particular level by the Department's EMS Coordinator to work in the patient compartment of the ambulance.

The Fire Chief at his discretion may appoint a Call EMS Officer the STIPEND for this position will be at the rate for an EMP-P 450 – 600 level or higher but will not be in addition to his EMT-P stipend

Any call member on sick or injured leave will be paid at the previous year's level.

~~The Town will attempt to use a Bi-weekly pay system by FY 08 of this contract.~~

—NOTES: