

**AGREEMENT BETWEEN  
TOWN OF MIDDLETON  
AND  
MIDDLETON FIREFIGHTERS, LOCAL #3097,  
I.A.F.F.  
JULY 1, 2020 --JUNE 30, 2023**

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## ARTICLE I RECOGNITION

The Town of Middleton by its board of Selectman (*"Employer"*) hereby recognizes Local #3097, I.A.F.F. (*"Union"*) as the exclusive bargaining agent for the Bargaining Unit consisting of all permanent uniformed members of the firefighting force of the Town of Middleton but excluding Chief of the Fire Department. The rights of the Employer and the Union shall be recognized, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

## ARTICLE II MANAGEMENT RIGHTS

Subject to this Agreement and applicable law, the Town reserves and retains its usual and customary prerogatives and rights of municipal management. The Union further recognizes that said management rights and prerogatives include, but are not limited to the direction of the Fire Department, the right to hire and promote employees, the right to discipline, suspend, demote, or discharge employees for just cause; the right to make work assignments and to determine the nature, scope and manner of performance of job duties, subject as aforesaid.

## ARTICLE III NO STRIKE

It is understood and agreed that the services performed by town employees included in this Agreement are to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage, or other action at any time including upon termination of this Agreement, which will interrupt or interfere with the said services performed by the Town of Middleton.

In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work.

Any employee who engages in a strike, work stoppage, slowdown, or withholding of services for the Town of Middleton shall be subject to discipline, up to and including discharge.

## ARTICLE IV DISCRIMINATION AND COERCION

The Employer agrees not to discharge and discriminate in any way against employees covered by this Agreement for union membership or activities.

There shall be no discrimination by any officer or other agent of the Employer against any member for his/her adherence to any provision of this Agreement.

The Union, its officers or members shall not intimidate or coerce employees in exercising their legal right from joining or refraining from joining an employee organization. The Union further agrees that it will not conduct its business during working hours without the permission of the Employer, except business normally done in the operation of the grievance procedure.

## ARTICLE V 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.** Grievance shall be processed as follows:

- Step 1.** Grievances may be first presented by the employee and / or Union representative to the Chief of the Fire Department, and an earnest effort shall be made within the next forty-eight (48) hours to adjust the grievance in an informal manner. The first step may be omitted by mutual agreement.
- Step 2.** If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Union and presented to the Chief. The Chief shall meet with the Grievance Committee and / or the employee(s) involved within three (3) days from the time the grievance is presented to him/her to discuss and attempt to adjust the grievance, and he/she shall answer the grievance in writing within five (5) days after the meeting.
- Step 3.** If the grievance is not resolved in Step 2, or answered by the Chief within the time limit set forth above the written grievance shall be submitted to the Board of Selectman by the Grievance Committee within seven (7) days after the last aforementioned five (5) day period. The Board of Selectmen shall meet with the Grievance Committee within five (5) days after receipt of the written grievance to discuss and attempt to adjust the grievance and will answer the grievance within seven (7) days after the meeting.
- Step 4.** If the grievance is not satisfactorily adjusted in Step 3, or answered by the Board of Selectman within the time limit set forth above, it may thereafter be submitted by the Union, and only by the Union, within forty-five (45) days after the meeting with the Board of Selectmen, or within sixty (60) days after submission to the Board of Selectmen, or within sixty (60) days after submission to the Board of Selectman at Step 3, whichever later occurs, to arbitration, by written notice to such effect given to the Board, attention Chairman. The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on the selection of a single arbitrator, the Union may request the State Board of Conciliation and Arbitration to arbitrate the matter or either party may request the American Arbitrator Association to provide a panel of arbitrators from which the selection of a single arbitrator shall be made in accordance with the rules of the American Arbitrator Association. 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 weekdays, if at all possible, and the grieving employee(s) and the members of the Union's Grievance Committee (*not to exceed one (1) in*

*numbers}, shall be granted a leave of absence without loss of pay while participating in arbitration proceedings.*

The time limits established by this Article may be extended by mutual consent of those parties participating at each step in the grievance and arbitration procedure.

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

## **ARTICLE VI** **DISCIPLINE SUSPENSION AND DISCHARGE**

No firefighter shall be disciplined, suspended or discharged without just cause. Upon discipline being imposed, the firefighter shall receive written notice of the charges, violation of policy, procedure or general order, as well as an explanation of the employer's evidence or justification prior to any hearing taking place.

The firefighter shall have an opportunity to request rights to union representation including a Loudermill Hearing, and the ability to tell their side of the story. Discipline with just cause shall reflect the severity of the violation.

Disciplinary steps may include the following at the Town's discretion based upon the severity of the offense:

- Documented oral counseling
- Written warning
- Suspension with pay
- Suspension without pay
- Demotion (applicable to Fire Officers or special job stipends)
- Termination

In the event no just cause is found for any discipline, the charges will be removed from the employee's file. Documented oral counseling shall be removed from the employee's file after a period of (1) one year unless otherwise mutually agreed upon by the Fire Chief and the Union at the time of the hearing pending no further violations. All discipline, suspension or discharge of a firefighter can be subject to the grievance procedure up to and including Arbitration.

This article shall not pertain to newly hired employees on probation.

## ARTICLE VII PAY SCALE

**SECTION 1.** The base rate of pay is reflected in the Appendix. See Table. Rate of pay includes indicated increase rates for bargaining unit members with a current CDL and EMS stipends, but does not include other stipends, career incentives, or longevity.

**SECTION 2.** Placement in a higher step will be reviewed by the Chief and Command staff for experience and credentials of the employee. Salary Upon Hire or Promotion.

Fulltime Firefighter – Upon hire a fulltime firefighter shall start on Step 1 unless deemed to have sufficient experience by the Chief to be placed on a different Step.

Sufficient experience shall consist of:

Step 2: At least two years' experience in Firefighting (FFI/II) or EMS

Step 3: At least 3 years' experience in firefighting (FF I/II) and EMS

Step 4 (Top Step): 4- 5 years' experience in firefighting - Graduate of Mass firefighting Academy with FF I/II and EMS experience and worked as a Firefighter Paramedic for a Fire Department

**SECTION 3.** Lieutenant – upon promotion shall start on Lieutenant's pay scale  
Captain – upon promotion shall start on Captain's pay scale

**SECTION 4.** Anniversary Date. The anniversary date for the purposes of this Article for bargaining unit members shall be based upon hire as a fulltime bargaining unit member in the Middleton Fire Department.

## ARTICLE VIII PROBATIONARY PERIOD

To enable the Town to exercise sound discretion in the filling of positions with the Fire Department, no appointment or promotion in any position shall be deemed final and permanent until after the expiration of a period of (1) one year. During the probationary period, the Town at its discretion may terminate appointment of a new employee or promotion of an existing employee at any time.

The Fire Chief or his or her designee shall provide quarterly notice of performance, which may result in the probationary period of the employee being extended beyond the (1) one-year period in order for that employee to improve upon their job performance.

It is understood that probationary employees must meet all conditions of employment as agreed upon with The Town upon their appointment.

## ARTICLE IX WORK SCHEDULE

All members of the Bargaining Unit shall work a 24-hour shift rotation. Each 24-hour shift shall be known as a tour. A tour shall consist of twenty-four (24) consecutive hours beginning at 0700 hours and ending at 0700 hours the following day. The shift rotation will be as follows: 1 tour on, 1 tour off, 1 tour on, 5 tours off. Each tour shall consist of a day segment and a night segment. A day segment shall consist of one (1) period of ten (10) consecutive hours beginning at 0700 hours and ending at 1700 hours on the same day. A night segment shall consist of one (1) period of fourteen (14) consecutive hours beginning at 1700 hours and ending at 0700 hours the next day. No member shall work more than 48 consecutive hours.

New hires shall be placed on days until it is determined by a management committee consisting of the Chief, Captain, and Training Officer or Lieutenant, in its sole discretion, that the new hire is adequately trained and ready to go on shift.

## ARTICLE X HOURS

The parties agree that the present practices relative to hours of employment of the Fire Department and the Town of Middleton will continue in full force and effect and are incorporated in the contract by reference, consistent with the forty-two (42) hour work week.

## ARTICLE XI VACATION

Tenure	Annual
Up to 1 Year	48 hours (pro-rated)
1 – up to 5 Years	108 hours
5 - up to 10 Years	156 hours
10 – up to 15 Years	204 hours
15 – up to 17 Years	216 hours
17 – up to 19 Years	228 hours
19 – up to 21 Years	240 hours
21 – up to 23 Years	252 hours
23 – up to 25 Years	264 hours
25 – up to 27 Years	276 hours
27 – up to 29 Years	288 hours
29 or More Years	300 hours

SECTION 1. Members of the bargaining Union shall be granted vacation leave with full pay on the following accrual schedule: See above. Tenure for the purposes of this Article shall be based upon date of hire as a fulltime bargaining unit member for the Middleton Fire Department.

SECTION 2. Vacation time will be taken and filled in ten (10) and fourteen (14) hour segments or twenty-four (24) hour tours.

SECTION 3. Vacation time may be used during the first six months of employment as a bargaining unit member.

SECTION 4. Employees shall be assigned their vacation in accordance with their seniority. No more than two (2) weeks of vacation may be taken consecutively.

SECTION 5. Vacation time shall be taken within the fiscal year it is granted, except that up to 96 (ninety-six) hours of earned vacation time may be carried forward to September 30<sup>th</sup> of the following year. Allowance for roll-over time greater than one week or beyond September 30<sup>th</sup>, may be granted with approval of the Fire Chief. All other vacation time, not used, shall be forfeited.

SECTION 6. Any bargaining unit member requesting day(s) off must provide 72 (seventy-two) hours' notice to the Chief. Any bargaining unit member must provide 7 (seven) days' notice to the Chief, in writing if requesting any of the following days off: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Memorial Day, Labor Day, July 4<sup>th</sup>.

SECTION 7. If an employee is hospitalized during vacation, or if there is a death in the employee's immediate family during vacation, the employee may reschedule his/her vacation, subject to the staffing or operational needs of the Department, upon immediate notification to the Fire Chief. In the case of illness or injury a physician's statement or other verification may be required.

SECTION 8. Upon separation from employment, employees will be paid for any earned, unused vacation leave.

SECTION 9. Holidays observed by the Town that occur during an employee's vacation leave will be counted as holidays and not as vacation time.

SECTION 10. An Employee who leaves the service of the Town prior to the end of six months of his or her probationary period shall not be entitled to any vacation earned.

SECTION 11. A member of the Bargaining Unit shall not be charged with vacation time while he/she is absent from work due to sickness or injury in the line of duty, and shall continue to earn vacation leave and all other benefits while on the line of duty leave.

## ARTICLE XII UNIFORM AND CLEANING ALLOWANCE

Bargaining unit members shall be entitled to annual uniform and cleaning allowances as outlined in the appendix. Please see below.

## ARTICLE XIII CAREER INCENTIVE

Each member in the Bargaining Unit shall receive additional compensation for the successful completion of credits leading to a degree in an accredited institution in a field of study related to the fire service, examples of such fields include but are not limited to Fire Science, Fire Engineering, Fire or Public Administration, Business Administration, Para-medicine, Homeland Security, or pertinent areas of chemistry, healthcare or engineering, or any field approved by chief of department. Evidence of the same is presented to the chief prior to June 20<sup>th</sup> of each year. Provided evidence of the same is presented to the Head of the Department and the HR Director prior to June 20<sup>th</sup> of each year. Said compensation shall be paid as outlined in the Appendix.

## ARTICLE XIV TUITION REIMBURSEMENT

Tuition reimbursement will be available to employees in the cumulative amount of \$9,000 per fiscal year. Employees who provide a transcript showing completion with a B- grade or better in a course applicable to fields of study and degree programs which qualify for payments under ARTICLE XIII shall be reimbursed up to \$1,500 per semester up to a maximum of \$3,000 per year per member. Tuition reimbursement funds will be distributed on a first come, first serve basis until all funds are expended based upon written requests to the Chief, which shall include evidence of enrollment in said courses.

Tuition reimbursement will be available to employees in the cumulative amount of \$9,000 per fiscal year for the entire department. Employees shall be eligible to be reimbursed up to \$1,500 per semester, up to a maximum of \$3,000 per year, per employee, as long as there are monies left in the cumulative cap of \$9,000 per fiscal year.

## ARTICLE XV SPECIAL JOB STIPENDS

To be paid, all stipends will be subject to sufficient activity in the specialist job assignment, as determined by the management committee consisting of the Chief, Captain, and Training Officer or Lieutenant in its sole discretion. For example, if someone is an arson investigator and does not keep up their qualifications and/or does not practice, then they will not be paid the stipend. Special job stipends shall be paid as outlined in the Appendix.

Field Training Officer – An experienced or senior member, defined as someone who is responsible for the training and evaluation of a junior probationary level member. At least one FTO position will be assigned per group.

## ARTICLE XVI EMS STIPENDS

Bargaining unit members that have advanced training and current credentials as an EMT-Basic, Advanced or Paramedic shall receive additional stipends which are included in the base pay and

outlined in the Appendix.

## ARTICLE XVII PERSONAL DAYS

Each member of the Bargaining Unit will be entitled to 36 hours of personal leave. The member will be required to notify the Chief of the Department within 24 hours of their need to use a personal leave day unless a particular emergency exists. There will be an allowance of one (1) person per shift at a time on personal leave and the person who first applies for a personal leave day will receive the same. Personal days must be used during the fiscal year granted or will be forfeited.

## ARTICLE XVIII SICK LEAVE

**SECTION 1.** Each member shall accumulate sick leave at a rate of 6.923 hours bi-weekly. Sick leave accrued up to a maximum of 1200 hours. Any employee, as of July 1, 2020, who has more than 1200 hours of accumulated sick time may retain that time. A member of the Bargaining Unit may use up to five (5) sick segments (1/2 tours) in either ten (10) or fourteen (14) hour segments (at the discretion of the Fire Chief). Any sick time used above and beyond five (5) segments, then that member must be out for the entire 24-hour shift. If this occurs, then that member shall be charged a total of two (2) sick segments (1 sick tour). If a member is out sick for two (2) or more consecutive tours, then the Chief of the Department reserves the right to request a doctor's note from that individual before he or she may return to work. It is understood that the Chief will not be arbitrary and capricious in requesting a doctor's certificate/note.

**SECTION 2.** Sick leave shall be used for illness or injury of an employee or family members as defined in FMLA which prevents him/her from performing job duties.

**SECTION 3.** If a question exists as to whether an employee is entitled to compensation under Chapter 41, Sec.111 F Massachusetts General Laws it is agreed that, pending resolution of said question, the employee may draw from the sick leave benefits. In the event that after resolution he or she receives injured-on-duty leave, sick leave credit equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation.

**SECTION 4.** Notification of illness or injury must be made as early as possible, but no later than the time of reporting to work on the first day of illness or injury. Notification shall be given to the Chief or his or her designee. If a bargaining unit member is out sick beyond their shifts scheduled in a 30 calendar day period, the bargaining unit member will stop accruing sick until such time as the bargaining unit member returns to duty, at which time the accrual of earned time will resume.

## ARTICLE XIX INJURY LEAVE

The present Town of Middleton By-Law relative to injury leave and payment thereof is incorporated herein by reference and made part of hereof.

**ARTICLE XX**  
**UNION BUSINESS LEAVE**

The Bargaining Unit will be allowed one (1) person with time off for purposes of processing grievances and negotiations with no loss of pay or benefits. In addition, the Union will be allowed ten (10) person days per fiscal year off duty with no loss of pay or benefits for the purposes of attending monthly meetings of the PFFM, the IAFF or other bona fide Union meeting, seminar, workshop or the like.

**ARTICLE XXI**  
**BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee (*immediate family to include: Spouse, father, mother, Child, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or a person residing with the employee*). The employee will be granted the next ninety-six (96) hour period, commencing at 0700 hours on the day of notification of death, off without loss of pay or benefits, for the purpose of attending funeral services or arranging for burial and as a period of bereavement. This ninety-six (96) hour period will include days off falling within the period. Leave without loss of pay under this section shall not be deducted from sick leave or vacation leave. The Fire Chief, at his/her sole discretion, may grant additional bereavement leave in the event of the need to travel long distances for a funeral or a delay in funeral services as a result of relatives traveling long distances, or any other unforeseen circumstances.

**ARTICLE XXII**  
**OVERTIME**

**SECTION 1.** Overtime shall be compensated at the rate of one and one-half time the normal base pay scale on an hourly basis. The hourly rate shall include only base pay and any items specifically labeled as base pay. Overtime shall be implemented at any time when a member of the Bargaining Unit shall exceed the normal number of shift hours in one day, or the normal number of shift hours in one week.

**SECTION 2.** Members of the Bargaining Unit shall be granted the right of first refusal for the opportunity to accept the duty time of another permanent firefighter on the Department due to the absence of that permanent person. Said member shall be compensated at the overtime rate. This right of first refusal shall also extend to all Town fire alarm work involving maintenance, repair and new construction. Any member ordered by the Fire Chief to remain on duty after his/her regular shift or to come on duty in order to fill a call shift only shall receive double time (2 Xs) for that particular shift.

**SECTION 3. Minimum Call Back.** There shall be a minimum of two (2) hours per call-back for calls occurring between the hours of 0400 hours and 2359 hours (unless ambulance coverage from 0400-0600 hours). Calls that occur between the hours of 0000 and 0400 hours shall be a minimum of (3) hours per call-back.



There shall be a minimum of three (3) hours per call-back for all ambulance coverage from 2200 hours through 0600 hours the following day.

Members shall have 10 minutes following ALL OUT or members have been dismissed by the Chief or Officer in Charge. Once released from any call-back any subsequent call-back shall be paid separately with a new minimum, except that no combination of call-backs shall result in payment of any employee of more than an entire overtime tour would have paid had he/she been hired for the entire tour.

**SECTION 4.** All Fire Alarm work shall have a minimum of 36 hours notice to members prior to starting, unless the Chief or the Officer-in-Charge declares that the repairs are deemed an emergency.

### ARTICLE XXIII HOLIDAYS

**SECTION 1.** The following days shall be considered paid holidays for the purpose of enumerated below:

NEW YEARS DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
PRESIDENTS DAY	VETERANS DAY
PATRIOTS DAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	JUNETEENTH (6/19)

Or the day of celebration thereof. For the purposes of this Article, the "holiday" is the twenty-four (24) hour period commencing at 07:00am of each day listed in this section

The single shift of New Year's Eve and Christmas Eve, defined as 1700-0700 of the following day, shall be considered a holiday for only those members who actually work the shift.

**SECTION 2.** Each employee shall receive for each such holiday, in addition to his/her regular weekly compensation, an additional day's pay, computed as one-fourth (1/4) of his/her regular weekly compensation. Should an employee actually work on any of the listed holidays, he/she shall receive time and one-half (1-1/2) additional compensation. *However, employees who actually work on the following: Thanksgiving, Christmas Day, New Year's Day, Christmas Eve, New Year's Eve shall receive double (2x) additional compensation instead of one and one-Half (1 1/2).*

### ARTICLE XXV PRESENT RIGHTS AND PRIVILEGES

Members of the Bargaining Unit shall maintain all rights and privileges that they had prior to this Agreement which have not been affected by this Agreement.

## ARTICLE XXVI PERSONNEL FILE

Members of the Bargaining Unit shall have the right upon reasonable request to inspect their respective personnel file. Nothing shall be placed in an employee's personnel file unless the employee has had an opportunity to review and initial the same. Employees shall have the right to file a response or explanation to any item contained in their personnel file.

## ARTICLE XXVII EMS RECERTIFICATION

The Town of Middleton will cover all costs towards the Emergency Medical Technician recertification training {now required every (2) years} in order to maintain State of Massachusetts EMT status. The approval of this training shall be at the discretion of the Chief of the Department. Members who elect to attend a non-approved certification training shall be reimbursed up to \$300.00.

## ARTICLE XXVIII LONGEVITY

In addition to the base salary employees receive on an annual basis, additional amounts of compensation shall be paid in recognition of length of service to the Town of Middleton as outlined in the Appendix. For the purpose of computation, an employee's service shall be measured from their date of appointment as a permanent bargaining employee. Payments shall be made annually in the first paycheck in December. To qualify for this additional stipend for any fiscal year, an employee shall have achieved their requisite duration of service by July 1<sup>st</sup> of that year, during the preceding calendar year.

## ARTICLE XXIX DETAIL RATE

Employees who are assigned to details shall be compensated at the current detail rate (\$57.00) outlined in the Appendix or at the police detail rate, whichever may be higher. Details shall include a (4) four-hour minimum and after four hours will increase in increments of two (2) hours, up to eight (8) hours. After eight (8) hours, the employee will be paid 1-1/2 times the detail rate for each hour worked. Any detail requiring three (3) or more firefighters shall include an "officer in charge" (1 of 3). In such a case, the OIC shall be paid an additional \$1.00 per hour.

Details that are scheduled to start on or between the hours of 2300 to 0700 shall be paid at 1-1/2 times the hourly rate for the above-mentioned minimums. If a scheduled detail extends beyond 2300 hours, the rate will change to the overtime rate. If the detail extends beyond 0700 hours (being paid at time and a half), then the rate will revert to the regular detail rate.

Any details worked on a holiday will be paid at 1-1/2 times the regular rate. In addition, any detail on Christmas Eve or New Year's Eve starting at 1700 or after will be paid at 1-1/2 times the regular rate.

**ARTICLE XXX**  
**AMBULANCE COVERAGE**

In the event either ambulance is involved in transporting a patient, there shall be an attempt made to hire back sufficient staff to cover the station with qualified personnel (backfilling with the number of members that are transported). The hiring shall be based on employment status: Full-time followed by part-time, qualifications and seniority position. This coverage will be used for all transports including the second ambulance, unless a tone is required when sufficient help is unavailable.

**ARTICLE XXXI**  
**ACTING OFFICER**

There shall be an employee designated at all times as the actual shift officer on each duty shift. In the event that a firefighter grade employee is so designated and is assigned to work as the shift operator, he/she shall be paid 110 percent (110%) of the firefighter step pay for all shifts worked. This member shall be the most senior firefighter based on date of hire. The present practice shall continue to apply to those officers who are assigned as acting Chief in the absence of the Chief when so assigned but shall be paid 110 percent (110%) of the firefighter step pay for all shifts worked.

**ARTICLE XXXII**  
**MEDICAL VACCINATIONS**

The Town shall provide, or reimburse, to any employee requesting the same vaccinations necessary for the prevention of Tetanus, Hepatitis-B and TB, flu or Covid. 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 XXXIII**  
**SAFETY COMMITTEE**

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.

**ARTICLE XXXIV**  
**FIRE ALARM CONSTRUCTION PAYMENT**

The Town agrees to create a revolving fund to ensure that all employees are reimbursed within thirty (30) days of performing services in regard to private fire alarm construction.

**ARTICLE XXXV**  
**COURT TIME/JURY DUTY**

**SECTION 1.** Any member of the department who is summoned to appear in court or at any other bona fide legal proceeding as the result of his/her duties performed on behalf of the town shall be compensated at overtime rates with a minimum of three (3) hours per appearance made on the member's off duty time. If the member is on duty and being compensated by the town as a regular work tour, the town shall make arrangements for the relief of the member to attend such proceeding and shall make whatever coverage arrangements it deems

**SECTION 2.** A court leave of absence without loss of any pay or benefits shall be granted to any fire department officer or employee who (1) is called to serve on jury, or (2) is summoned to appear in court as a witness, defendant, or litigant in which they (in their official capacity) or the Town is a party thereto. Such leave shall be granted only for the period of such jury service or for such period during which said officer or employee is required to be in court: and it shall in no way affect any employment rights of said officer or employee.

**SECTION 3.** In return for receiving full pay and benefits during the period of any court-related absence as set forth in this Article, supra, any fees or compensation received by the employee (*exclusive of any travel, mileage or parking allowance received*) shall be remitted, in full, to the Town through the Chief's office.

**SECTION 4.** Employees called to jury duty shall notify the Chief of the Department in writing as soon as possible of the date of such duty. It shall be the further responsibility of the employee to keep the Department advised from day to day of his/her jury status as well as to his/her discharge from such duty.

**ARTICLE XXXVI**  
**STIPENDS**

All stipends shall be paid on the timetable outlined in the Appendix and shall be considered pensionable to the extent allowable by the Essex Regional Retirement System. Stipends are not part of base pay for the purposes of overtime unless explicitly stated.

**ARTICLE XXXVII**  
**TRAINING**

Subject to the approval of the Fire Chief and the availability of budgeted training funds, employees may request to attend job related courses at the Massachusetts Fire Academy or at other established training facilities. If the course is conducted during the scheduled employee's shift and the chief at his/her discretion decides to fill said shift with other personnel, the employee shall not be required to use vacation or personal leave.

## ARTICLE XXXVIII ACADEMY TRAINING

All new hires shall undergo and successfully complete fire academy training within one (1) year of appointment.

It is contemplated that attendance at the academy may cause a need to fill a certain number of shifts, at the Fire Chief's discretion. The Fire Chief shall be entitled to utilize call firefighters to fill any shift, in his/her discretion he/she deems necessary, notwithstanding in this contract to the contrary.

Any firefighter who desires to attend the Massachusetts Firefighting Academy shall enter into an agreement with the Chief. Any firefighter who attends and graduates from the Firefighting Academy and is hired by the Middleton fire Department shall not terminate his/her employment with the Town of Middleton for at least five (5) years from the date of appointment. If a firefighter resigns his/her position earlier than five (5) years from the date of appointment, he/she shall refund to the Town of Middleton all costs associated with attending the Academy and all equipment issued by the Town of Middleton.

Each member of Local #3097 who is attending the Massachusetts Firefighting Academy shall be paid \$20 for every day of attendance at the Academy.

## ARTICLE XXXIX SUBSTANCE ABUSE

No employee shall report for assigned duty shifts, respond to call backs, drive or ride on any apparatus, or come in contact with any medical patient, attend training, attend department meetings, or respond to calls under the influence of illegal drugs/alcohol. No employee shall possess or consume illegal drugs/alcohol in the fire station or the station grounds.

The Town and Union agree on "zero tolerance" regarding the use of illegal drugs/alcohol while in the capacity of an employee's sworn duty as a member of the Middleton Fire Department. An employee found to be in violation will be subject to discipline with just cause. Both parties understand that employee assistance will be made readily available to any member seeking assistance with substance abuse.

## ARTICLE XXX CDL LICENSE

This Article will not be enforced until such enforcement is made necessary by new State or Federal legislation, a change in the Town's insurance premiums, or any other intervening circumstance; at which point, the Town will provide the Union with notice and opportunity to bargain.

All new employees as of July 1, 2012 must obtain a CDL Class B license to be eligible to

operate department apparatus as a condition of employment. The Chief may waive this requirement at his or her discretion. Town shall reimburse employees for the difference in costs between the Class D license and the employee's CDL endorsement.

Employees that have an active Commercial Driver's License (CDL) will be compensated at a rate of \$0.25 per hour included in base pay, and to be eligible for this CDL benefit said employee must submit to the Chief a copy of their current license and DOT Medical Card. Employees hired before July 1, 2012 are not required to have a CDL license as a condition of employment.

**ARTICLE XXXI**  
**EMPLOYEE INCENTIVE PHYSICAL FITNESS STANDARD**

All members have the option to participate in an annual "Employee Incentive Physical Fitness Standard" to be administered by the Fire Chief or his or her designee in the month of May or June. This standard shall consist of 4 components (push-ups, sit-ups, flex and run/walk). Members must meet certain standards which are based on gender and age in order to successfully complete. Employees that successfully complete the standard shall be compensated the following:

**ARTICLE XXXII**  
**SICK BANK**

Employees are eligible to participate in the town-wide sick bank as instituted by the Board of Selectmen's policy, but are not required to participate.

**ARTICLE XXXIII**  
**LIGHT DUTY**

**SECTION 1.** The Fire Chief may require a bargaining unit member who has been on injured-on-duty (IOD) status for more than 4 tours, or who is on sick leave for more than 5 consecutive tours, and who is not hospitalized to perform light duty, provided that the bargaining unit member is not taking medication or is suffering from a condition which would impair his or her performance.

**SECTION 2.** Light duty may be required only if the bargaining unit member's or the Town's physician finds that the employee is fit to perform such duty assigned by the Chief. If the employee's physician and the Town's physician disagree as to fitness for such duty, the two physicians shall designate a third physician who, at the expense of the Town, shall determine the employee's fitness for light duty, and such determination shall be binding on all parties and not subject to the grievance (and arbitration) procedure contained in Article IV of this Agreement. A job description shall be provided to all physicians from the Town. Light duty assignments shall be in accordance with the medical status of the bargaining unit member and the job description of the bargaining unit member.

**SECTION 3.** If a bargaining unit member is pregnant, she may request that she be placed on

light duty if she is unable to perform the essential functions of a fire bargaining unit member as a result of her pregnancy. A bargaining unit member, who is on sick leave for more than 5 consecutive tours, may request to be placed on light duty if the bargaining unit member is unable to perform the essential functions of a fire bargaining unit member as a result of his/her illness or off-duty injury.

**SECTION 4.** There is no right to light duty or right to continued light duty assignments; light duty assignments are subject to the needs of the Department as determined in the Chief's sole discretion. Light duty may be modified, or ended, at any time, even if the employee's physician has not yet released him/her to regular duty. When light duty is ended, in order to continue working, an employee must be able to perform the essential functions of his or her regular job, with reasonable accommodation if the employee is disabled, and if reasonable accommodation is necessary.

**SECTION 5.** The employee shall be transferred to an administrative day schedule during the week. The Fire Chief also reserves the right to schedule the employee outside the normal administrative schedule based on operational needs so long as the Fire Chief, employee, and Union agree to said schedule. Employee duties shall include but not limited to clerical work, inspections, record keeping, greeting the public, supply requisition, report review, answering phones, or any other non-physical labor within the scope of training of the employee.

**SECTION 6.** Bargaining unit members on light duty are expected to perform the assigned light duty, and will be held accountable for performance and conduct standards to the same extent as employees performing regular duty. Bargaining unit members on light duty are required to abide by the restrictions imposed by his or her physician and should not exceed those restrictions.

**SECTION 7.** Notwithstanding any provisions to the contrary, an employee on light duty shall accrue sick and vacation leave while on such duty.

**SECTION 8.** Nothing in this Article shall be deemed to enlarge or diminish any rights of the Town or the employee regarding disability retirement applications under M.G.L. c.32.

**SECTION 9.** The assignment of individuals to light duty shall be made without discrimination or regard to whether the employee's incapacity was sustained in the course of performing his duty.

**ARTICLE XXXIV**  
**DURATION**

The duration of this contract shall be three (3) years commencing July 1, 2020 and ending June 30, 2023, except that this Agreement shall remain in effect from day to day thereafter until a successor Agreement is executed by the parties.

FOR THE TOWN OF MIDDLETON  
BOARD OF SELECTMAN

NAME Brian Meek DATE 6/5/21

NAME Mike DATE 6/5/21

NAME John DATE 6/5/21

FOR THE MIDDLETON FIREFIGHTERS  
IAFF LOCAL 3097 AFL/CIO

PRESIDENT Chris DATE 5/31/2021

VICE PRESIDENT Don L. L. DATE 6/1/2021

SEC/TRES. Justin DATE 5/31/2021

## APPENDIX

### Article VII - PAY SCALE

	FY2020			
	Step 1	Step 2	Step 3	Step 4
Firefighter (EMT) B	\$1,971.06	\$2,009.48	\$2,149.34	\$2,263.58
Firefighter (EMT) B with CDL	\$1,991.46	\$2,028.02	\$2,170.38	\$2,284.63
Firefighter (EMT) A	\$1,984.52	\$2,022.94	\$2,162.80	\$2,277.04
Firefighter (EMT) A with CDL	\$2,004.92	\$2,041.48	\$2,183.84	\$2,298.09
Firefighter (EMT-P)	\$2,059.96	\$2,150.56	\$2,238.08	\$2,352.36
Firefighter (EMT-P) with CDL	\$2,084.20	\$2,174.80	\$2,261.50	\$2,376.44
Lieutenant (EMT-P)				\$2,658.17
Lieutenant (EMT-P) with CDL				\$2,685.38
Captain (EMT-P)				\$3,003.73
Captain (EMT-P) with CDL				\$3,034.47

	FY2021			
	Step 1	Step 2	Step 3	Step 4
Firefighter (EMT) B	\$2,010.48	\$2,049.67	\$2,192.33	\$2,308.85
Firefighter (EMT) B with CDL	\$2,031.29	\$2,068.58	\$2,213.79	\$2,330.32
Firefighter (EMT) A	\$2,024.21	\$2,063.40	\$2,206.06	\$2,322.58
Firefighter (EMT) A with CDL	\$2,045.02	\$2,082.31	\$2,227.52	\$2,344.05
Firefighter (EMT-P)	\$2,101.16	\$2,193.57	\$2,282.84	\$2,399.41
Firefighter (EMT-P) with CDL	\$2,125.88	\$2,218.30	\$2,306.73	\$2,423.97
Lieutenant (EMT-P)				\$2,711.33
Lieutenant (EMT-P) with CDL				\$2,739.08
Captain (EMT-P)				\$3,063.80
Captain (EMT-P) with CDL				\$3,095.17

FY2022				
	Step 1	Step 2	Step 3	Step 4
Firefighter (EMT) B	\$2,034.47	\$2,074.05	\$2,218.13	\$2,335.82
Firefighter (EMT) B with CDL	\$2,055.49	\$2,093.15	\$2,239.81	\$2,357.51
Firefighter (EMT) A	\$2,081.37	\$2,121.34	\$2,266.85	\$2,385.71
Firefighter (EMT) A with CDL	\$2,102.59	\$2,140.63	\$2,288.74	\$2,407.61
Firefighter (EMT-P)	\$2,154.22	\$2,247.55	\$2,337.72	\$2,455.45
Firefighter (EMT-P) with CDL	\$2,179.19	\$2,272.53	\$2,361.85	\$2,480.26
Lieutenant (EMT-P)				\$2,774.66
Lieutenant (EMT-P) with CDL				\$2,802.69
Captain (EMT-P)				\$3,135.36
Captain (EMT-P) with CDL				\$3,167.04

FY2023				
	Step 1	Step 2	Step 3	Step 4
Firefighter (EMT) B	\$2,058.70	\$2,098.68	\$2,244.20	\$2,363.07
Firefighter (EMT) B with CDL	\$2,079.93	\$2,117.97	\$2,266.09	\$2,384.97
Firefighter (EMT) A	\$2,139.67	\$2,180.44	\$2,328.86	\$2,450.09
Firefighter (EMT) A with CDL	\$2,161.32	\$2,200.11	\$2,351.19	\$2,472.43
Firefighter (EMT-P)	\$2,207.81	\$2,302.08	\$2,393.14	\$2,512.05
Firefighter (EMT-P) with CDL	\$2,233.03	\$2,327.30	\$2,417.51	\$2,537.11
Lieutenant (EMT-P)				\$2,838.62
Lieutenant (EMT-P) with CDL				\$2,866.93
Captain (EMT-P)				\$3,207.64
Captain (EMT-P) with CDL				\$3,239.63

#### Article XII - Clothing and Cleaning Allowance

	Amount	Payable Date
Clothing	Maximum of \$600	Reimbursement upon receipt
Cleaning	\$400*	December

\* Employees may use up to \$200 per year of their clothing allowance for the purchase of a cell phone.

### Article XIII - Career Incentive

Degree Type	Amount	Date Completed By	Payable Date
Associates Degree	\$3,000	June 20	August
Bachelor's Degree	\$3,850	June 20	August
Master's Degree	\$4,400	June 20	August

### Article XV - Special Job Stipends

Position	Annual Payment	Payable Date
EMS Coordinator	\$2,500	June
Fire Prevention	\$2,500	June
Asst Fire Prevention	\$520	June
Infection Control	\$520	June
Schedule Coordinator	\$1,000	June
Drillmaster	\$1,000	June
Asst Drillmaster	\$520	June
Department Mechanic	\$2,500	June
Child Safety Seat Tech.	\$520	June
Arson Investigator (certified)	\$250	June
Oil Propane Inspector	\$520	June
Field Training Bargaining unit member**	\$1,000	June
Asst. FA Superintendent	\$520	June
Safe Educator	\$520	June

- Job stipends shall be paid accordingly (if filled) at the discretion of the Fire Chief

### Article XVI – EMS Stipends

	FY20	FY21	FY22	Payable Date
EMT-Basic	\$1,800	\$1,900	\$2,000	Included in base below
EMT-Advanced	\$2,150	\$2,575	\$3,000	Included in base below
EMT-Paramedic	\$2,850	\$3,850	\$4,400	Included in base below

Bargaining members shall be paid the following amounts as base pay on a bi-weekly basis. EMT stipends in the following amounts have been added to the base salary and are included in the base salary tables to follow.

**Article XXVIII - Longevity**

<b>Years of Service</b>	<b>Annual Payment</b>	<b>Payable Date</b>
5	\$400	December
10	\$500	December
15	\$600	December
20	\$700	December
25	\$1,300	December

**Article XXIX - Detail Rate**

	<b>Payable Date</b>
<b>Hourly Rate</b>	\$57.00 or the police detail rate (whichever is higher)

**Article XXXXI - Physical Fitness Exam**

<b>Stipend</b>	<b>Date Completed</b>	<b>Payable Date</b>
\$1,000	May or June	June