

**Memorandum of Understanding Between the
Town of Middleton
and
Middleton Call Firefighters Association**

This agreement is made this 5TH day of November, 2019, by and between the Town of Middleton ("Town") and the Middleton Call Firefighters Association ("Association").

Except as specifically modified by this Memorandum, all provisions of the contract between the parties for the period ending June 30, 2017 shall continue in full force and effect. Union members shall be paid wages retroactive for the covered period as soon as practicable upon acceptance of this agreement by Town Meeting.

1. This Memorandum covers the period from July 1, 2017 to June 30, 2020.
2. Wage rate increases:
 - FY2018: 2.5%
 - FY2019: 2.5%
 - FY2020: 2.5%
3. Article XII, Section A: There shall be a minimum of three (3) hours per call-back for all ambulance coverage from 2200 through 0600 the following day. (Note: also, in memorandum from 2014, item 4).
4. Article XII, Section C: Shift Coverage
Insert new language as follows:
The members of the Call Department are responsible to fill Two (2) fourteen-hour night shifts and one (1) ten-hour day shift per day.
The Association agrees to reduce required night coverage by 28 hours per week for each new Full Time Firefighter hired, beginning in FY2018. (Example: One group in FY18, One group in FY19, One group in FY 20 etc.)
After the schedule is posted and a shift remains unfilled or becomes available, said shifts will be filled by the past practice of email and pages.
The Chief will have the authority to order a call member to fill any unfilled call shifts using a rotating basis and will seek, whenever possible, call members with equal qualifications or greater 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 shift that is open. Call members who refuse to report up to three times in either the first or second six months of the year shall be placed on inactive call status, unless said member proves to the satisfaction of the Fire Chief to be working another job or is on approved sick leave.

Article XIX-Holiday Incentive-
Make this Section C

Members who perform shift duty work on the following special holidays: Thanksgiving, Christmas Day, New Year's Day, Christmas Eve, and New Year's Eve shall be paid at two times the regular rate of such hours.

The filling of call shifts includes holiday shifts. If the members collectively fail to fill any of the hours within the assigned special holiday shifts as outlined above then the special holiday shifts will be paid at 1-1/2 of the regular rate of pay instead of two times the rate.

This will replace items 6, 7, and 8 of the MOU from 7/14/14 in addition to section C in article XII.

5. Article XVI, Section 1: The Town agrees to increase the allowances for uniform purchases per the table below beginning July 1, 2019.

Hours	FY18	FY19	FY20
250-449	\$375	\$475	\$575
450-600	\$450	\$550	\$650
601-750	\$500	\$600	\$700
751-1000	\$550	\$650	\$750
1000+	\$600	\$700	\$800

6. Article XVI, Section 3: The Town agrees to increase the annual uniform cleaning allowance to \$150.
7. Article XII - Section A: Delete last paragraph.
8. Article XII - Section B- -(Delete existing section and insert same language as Full-Time Firefighters):

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 fire station with qualified personnel (backfilling with the number of members that 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.

9. Article XXXV- (Delete existing section and insert same language as Full-Time Firefighters):

A committee shall be established consisting of, but not limited to Management, one (1) member of Local #3097, one (1) member of the Middleton Call Firefighters Association, and member(s) of the Middleton Patrolman's Union. The purpose of this committee is to

help establish a drug testing policy, which shall be used for all three groups. Members of this committee shall meet on a quarterly basis.

10. Page 14 of February 26, 2013 Agreement:

Delete paragraph 3 - Captain

Delete paragraph 5 – 911 Telecommunicator Stipend

The bargaining unit may designate one of its members as a liaison to attend and participate in officers' meetings.

11. Page 15 of February 26, 2013 Agreement:

Delete first paragraph.

12. February 26, 2013 Agreement: The Town agrees to increase EMT-B and EMT-P stipends shown in the table in Appendix B (page 14 of the February 26, 2013 agreement) as follows, beginning on July 1, 2019:

<u>EMT-B Stipends</u>	<u>FY 18</u>	<u>FY19</u>	<u>FY20</u>
250-449	\$715	\$815	\$915
450-600	\$860	\$960	\$1060
601-750	\$1050	\$1,150	\$1,250
751 or more	\$1200	\$1300	\$1400

<u>EMT-P Stipends</u>	<u>FY 18</u>	<u>FY19</u>	<u>FY20</u>
250-449	\$1,150	\$1,250	\$1,350
450-600	\$1,400	\$1,500	\$1,600
601-750	\$1,650	\$1,750	\$1,850
751 or more	\$1,950	\$2,050	\$2,150

Note: With the changes above in Appendix B, the EMT-I Stipends will be deleted from the collective bargaining agreement.

13. July 14, 2014 Memorandum (FY15-17): Item 5- Substitute, second paragraph, first sentence to read as follows: Any member who, after six months of duty from the beginning of the fiscal year, has a five percent or less callback response and/or less than 24 hours of station time and ten hours of weekend time per month will be placed into Inactive Call Status.

14. July 14, 2014 Memorandum (FY15-17): Delete Items #6 and #8

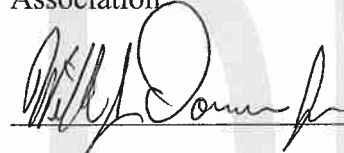
15. Weekend Shifts- All weekend shifts (Weekend defined as starting 1700 Friday and ending 0700 Monday) available to call members (1 position each -10 hour day and 2 positions each 14 hour night, except where reduced by article XII) will be filled by call members. The percentage of shifts not filled by call members, starting at 95%, will reduce the EMS stipend by that amount. For example – 95% filled, 5% removed from EMS stipend, 90% filled, 10% removed from EMS stipend etc.


16. All monetary items are subject to appropriation at the next scheduled Town Meeting.

17. A consolidated CBA will be compiled by no later than December 31, 2019

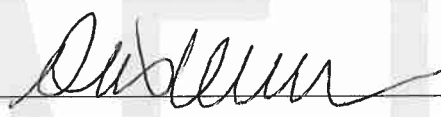
Signed this 5th day of Nov, 2019.

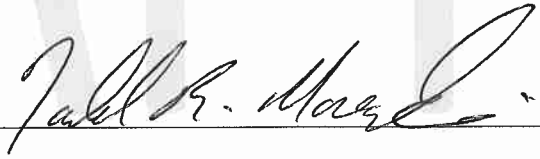
For the Middleton Call Firefighters Association




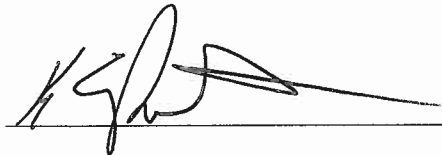


For the Town of Middleton by its Board of Selectmen

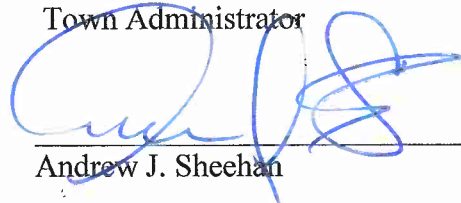








Town Administrator



Andrew J. Sheehan