

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF MILTON  
AND THE  
MILTON FIREFIGHTERS, LOCAL 1116**

This Memorandum of Agreement (the "Agreement") is entered into by and between the Town of Milton ("Employer" or "Town") and the (Milton Firefighters, Local 1116) ("Union") (collectively referred to herein as "the Parties").

WHEREAS, Juneteenth is designated as an annual holiday in the Commonwealth of Massachusetts, to be celebrated each year on June 19th; and,

WHEREAS, state, county, and municipal offices must be closed in observance of all legal holidays in Massachusetts; and,

WHEREAS, the collective bargaining agreement between the Parties does not include Juneteenth as a holiday; and,

NOW, THEREFORE, the Parties agree as follows:

1. Juneteenth 2024. In observance of Juneteenth 2024, the Town will provide all bargaining unit members with one (1) additional vacation day. This vacation day will be provided to all bargaining unit members employed by the Town on June 19, 2024 and still employed by the Town as of the effective date of this agreement.
2. Juneteenth 2025: In observance of Juneteenth 2025, the Town will provide all bargaining unit members with one (1) additional vacation day on June 19, 2025. This vacation day will be provided to all bargaining unit members employed by the Town on June 19, 2025.
3. Expiration. This Agreement shall only apply to the observance of Juneteenth for the years 2024 and 2025.
4. Non-Precedential. The Parties agree that this Agreement does not constitute a precedent and shall not be introduced into evidence of any forum except when necessary to enforce the terms hereof.
5. Voluntary Execution. The Parties acknowledge that they have thoroughly read this Memorandum of Agreement and understand it, and that they are entering into it voluntarily.
6. The Parties agree that they shall negotiate the inclusion of Juneteenth into the contract during the next round of negotiations and that language recognizing Juneteenth as a holiday shall be included in the next contract.



Signed this 19 day of March, 2025

## Town of Milton

By: Nicholas Milano

## Town Administrator

## Milton Firefighters, Local 1116

By:



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This Memorandum of Agreement (the "Agreement") is entered into by and between the Town of Milton ("Employer" or "Town") and the (Milton Firefighters, Local 1116) ("Union") (collectively referred to herein as "the Parties").

WHEREAS, the Town and Union are subject to an Interest Arbitration Award ("Award") dated April 16, 2024; and,

WHEREAS, the Award included changes to Article 3, Section 4 Promotions of the Collective Bargaining Agreement between the Parties which provides that "promotions for the rank of Deputy Chief shall be made as a result of 100% assessment center"; and,

WHEREAS, the Union requested that the Town utilize the current active Civil Service Promotional Eligible List for the Town's next Deputy Chief promotion prior to utilizing the 100% Assessment center process; and,

WHEREAS, the Town has an active Civil Service promotional eligibility list for Deputy Chief, effective March 8, 2024 for a period of two years;

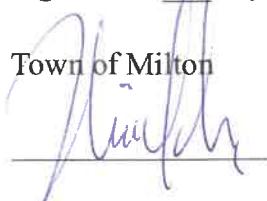
NOW, THEREFORE, the Parties agree as follows:

1. Deputy Chief Promotion. In order to respect the pre-existing Civil Service list and notwithstanding the April 16, 2024 Award, the Town will utilize the current Eligible Civil Service Promotional List for the next promotion to Deputy Chief, provided said promotion is made prior to the expiration of the current Eligible Civil Service Promotional List.
2. Non-Precedential. The Parties agree that this Agreement is a one-time agreement, does not constitute a precedent, and shall not be introduced into evidence in any forum except when necessary to enforce the terms hereof.
3. Voluntary Execution. The Parties acknowledge that they have thoroughly read this Memorandum of Agreement and understand it, and that they are entering into it voluntarily.



Signed this 19 day of March, 2025

Town of Milton

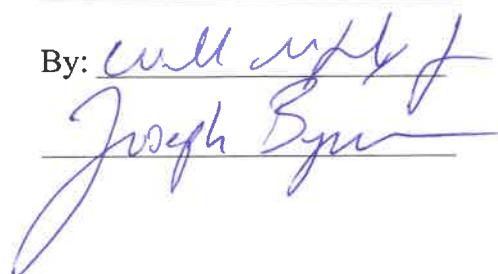


By: Nicholas Milano

Town Administrator

Milton Firefighters, Local 1116

By:





AGREEMENT

between

THE TOWN OF MILTON

and

MILTON FIREFIGHTERS, LOCAL 1116  
of the  
Professional Firefighters of Massachusetts  
International Association of Firefighters  
A.F.L. - C.I.O.

EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025

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## Introduction

The following contract, effective July 1, 2022 to June 30, 2025 by and between, respectively, the TOWN OF MILTON, hereinafter referred to as the "Town" and the MILTON FIREFIGHTERS LOCAL 1116 of the Professional Firefighters of Massachusetts, International Association of Firefighters, A.F.L. - C.I.O., hereinafter referred to as the "Milton Firefighters Local 1116" is designed to maintain and promote a harmonious relationship between the Town of Milton and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

## ARTICLE 1 Unit Recognition & Union Right

### Section 1: Recognition

The Town of Milton recognizes the Milton Firefighters, Local 1116, I.A.F.F, A.F.L.- C.I.O. as the sole and exclusive bargaining agent for all of the Town's Firefighters, exclusive of the Chief. However, probationary employees shall not have the right to process discharge or other disciplinary penalties under the grievance and arbitration procedure.

### Section 2: Dues Deduction

The Town of Milton shall deduct union dues and/or agency service fee as long as such fee is in compliance with Massachusetts General Laws and implemented in accordance with same, upon receipt of authorization of members of Local 1116 who shall sign deduction form cards to be supplied by the Local. The Town of Milton shall forward to the Secretary-Treasurer or Treasurer of the Union all deductions each month following the month of deduction.

### Section 3: Time Off - Union Business

All employees covered by this agreement, who are officers of Local 1116 or who are appointed by Local 1116 as members of said Local's collective bargaining negotiating team,

shall be allowed time off for official union business in connection with negotiations or conferences with the Town Administration, without loss of pay or benefits and without the requirement to make up said loss of time.

Two members to be allowed time off to attend nine meetings per year of Professional Firefighters of Massachusetts. The President and/or Secretary Treasurer may be allowed time off to attend necessary functions (wakes, funerals, fundraisers and retirements) as the Department budget allows.

## ARTICLE 2

### Management Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished or limited by the express provisions of this agreement. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (A) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purpose of the Town.
- (B) To establish or continue policies, practices and procedures for the conduct of the Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- (C) To discontinue processes or operations or to discontinue their performance by employees.
- (D) To select and to determine the number and types of employees required to perform the Town's operations.
- (E) To transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons for just and sufficient cause. If the Chief transfers an employee from one group to another the

individual will receive notice by the weekly work schedule posted on the prior Friday.

- (F) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (G) To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (H) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Milton Firefighters Local 1116 or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.
- (I) Notwithstanding any other provision of this contract to the contrary, the Chief of the Department expressly reserves the right to call 3 staff meetings per year of the Deputy Fire Chiefs and to call 1 staff meeting per year of Lieutenants whenever the same may be required, without liability on the part of the Town to pay said officers extra compensation.

### ARTICLE 3 Employee Rights, Vacancies and Promotions

#### Section 1: Retention of Rights and Privileges

Existing rights that an employee covered by this agreement has under the Civil Service Statute, the Personnel By-law or the Pension Programs shall not be diminished by this agreement.

#### Section 2: Vacancies -Firefighters

As far as reasonably possible, the department shall continue to anticipate and plan for filling vacancies in the rank of firefighter, as now covered by the Town of Milton By-laws and Department Orders.

#### Section 3: Vacancies - Fire Officers Ranks

As far as reasonably possible, the department shall continue to anticipate and plan for filling vacancies in officers ranks and shall continue to make promotions as soon as practicable after a vacancy occurs.

#### Section 4: Promotion

All promotions within the department through the rank of Deputy Chief shall be made as a result of competitive examination given and granted by the Division of Civil Service. As far as reasonably possible, the department shall make arrangements with Civil Service to maintain active promotional lists at all times for the positions of Lieutenant and Deputy Chief.

Effective July 1, 2024, all promotions for the rank of Deputy Chief shall be made as a result of 100% assessment center.

### ARTICLE 4 Employee Duties

#### Section 1: Duties

Perform fire prevention and firefighting duties and related work, as required, and as assigned by the Fire Chief and/or subordinate officers for the protection of persons and property. Duties require participation in the extinguishing of fire and miscellaneous duties related thereto, various duties as assigned in connection with accidents, storms, floods, hurricanes or other emergencies. Fire prevention, control activities include participation in various programs and inspections, attendance at training courses and drills, assistance in driving and operation of equipment, and assistance in routine custodial work at stations and on equipment. Perform related duties, and such other duties as may be required by law, and/or current practice.

The Training Officer will remain on his or her own group. The Training Officer will be required to be certified to the Fire Instruction 1 and 2 levels. The Training Officer will be required to stay up to date by attending train the trainer sessions through the Mass. Fire Academy. The Training Officer will be required to conduct direct training sessions with each of the 4 groups when the training material requires it. While on his or her regular shift the Training Officer will be required to set the in service training agenda and maintain records of all training conducted. The Training Officer will assign the in service training to the Department and see that it is carried out. The Training Officer is not required to direct this in service training unless it is determined necessary by the Fire chief and or Training Officer. The Training Officer will

meet with the chief monthly to review the training records and agenda.

### Section 2: Operation of Fire Vehicles

The Town agrees that only permanent members of the Firefighting forces in possession of a valid Massachusetts driver's license shall operate any fire vehicles responding to or at the scene of any fire except in an emergency as may be determined by the officer in charge who then may designate others to operate said fire vehicles.

### Section 3: Certifications

All members of the bargaining unit hired after January 1, 2021, must successfully complete the Massachusetts Firefighting Academy's Career Recruit Program with Firefighter I/II Certifications and Hazardous Materials Operations Level Responder training, or an equivalent program that would be beneficial to the town. The Fire Department shall make arrangements for all bargaining unit members to be placed in a Fire Academy with the required curriculum.

### Section 4: Licenses

All members of the bargaining unit hired after January 1, 2021, must be licensed to the National/Massachusetts level Emergency Medical Technician-Basic standard within one (1) year of employment. The Fire Department shall make arrangements, in accordance with Town Emergency Medical Services provider contract, for all members of the bargaining unit hired after January 1, 2021 to attend an appropriate Emergency Medical Technician Program. They must retain that license or higher for the remainder of their career. Extensions may be granted at the discretion of the Fire Chief.

### Section 5: Probationary Period

Effective July 1, 2024, all newly hired members of the bargaining unit must serve a probationary period of twelve (12) months on the active payroll of the Town. During their

probationary period, all members of the bargaining unit must complete all training mandated by the Fire Department as determined by the Chief in consultation with the Union, as such training may be amended from time to time by the Chief in consultation with the Union.

## ARTICLE 5 Hours and Overtime

### Section 1: Hours

The regular work week for employees covered by this agreement shall average not more than forty-two (42) hours, and consist of twenty-four (24) hour tours worked over an eight (8) week cycle in accordance with the following schedule:

Twenty-four (24) hours on duty

Forty-eight (48) hours off duty

Twenty-four (24) hours on duty

Ninety-six (96) hours off duty

(1-On/2-Off/1-On/4-Off)

a. All twenty-four (24) hour tours shall begin and end at 0800

b. A 10 hour day shift shall be from 0800 to 1800 and a night shift from 1800 to 0800

c. Members shall not work more than 38 consecutive hours without the expressed permission of the Chief.

d. All hours worked in excess of any regularly scheduled full 24 hour tour shall be compensated for at the overtime rate as set forth.

e. Training and all other duties of a Firefighter may be conducted at any time during any

24 hour tour.

f. It is understood and agreed that the implementation of such 24 hour tours is not intended to change the level or amount of any other benefits such as sick leave, vacation, etc.

### Section 2: Substitutions

Employees covered by this agreement shall be permitted to substitute or exchange time with members of equal rank and equal qualifications within the Department provided that they

have the permission of the Chief or Deputy Chief and not to exceed ten (10) such 24-hours substitutions per calendar year.

### Section 3: Overtime

All hours worked in excess of ten (10) hours on any day tour, or fourteen (14) hours on any night tour, shall be compensated for at overtime rate of pay hereinafter set forth. All hours worked outside the regularly assigned tours shall be compensated at the overtime rate of pay. Members held over for any reason, not including conflagrations, shall be compensated with a minimum of two (2) hours pay, and all overtime worked in excess of two (2) hours shall be compensated for to the next one-half ( $\frac{1}{2}$ ) hour worked. Holdover caused by a member's late arrival shall result in the loss of one overtime opportunity for the late arriving member (the member will have an 'X' placed on the full tour overtime call back list). Carelessness in personnel management by any Department member which causes overtime shall result in the loss of one overtime opportunity to that member (the member will have an 'X' placed on the full tour overtime call back list).

### Section 4: Call Back To Duty

Employees covered under this agreement called back to duty shall receive compensation of four (4) hours pay at the overtime rate of pay. This is for four hours or less worked. If over four hours' time, then at the hourly rate of overtime.

### Section 5: Overtime Rate of Pay

The hourly rate of overtime pay shall be equal to time and one-half of the employee's hourly rate of pay.

### Section 6: Overtime Limitation

It is understood and agreed that no employee covered by this agreement shall work overtime or details until after completion of the fourteen (14) hour night portion of the regularly scheduled twenty-four (24) hour shift following any absence due to sick or injury.

## Section 7: Details

For private work detail assignments employees shall be paid at the rate of time and one-half at the Step 10 for Firefighters at Grade F-1 rounded to the nearest \$.50 (Appendix A) with a four-hour minimum period. Details that extend twenty minutes after the fourth hour shall be paid for a minimum of eight (8) hours worked. During the eight (8) hour minimum there shall be no pyramiding of any work hours.

(A) Effective as of this date the parties execute this agreement, private work detail assignments shall receive a rate of five dollars (\$5.00) per hour above the basic detail rate. Effective July 1, 2021, private detail assignments shall receive a rate of six dollars and fifty cents (\$6.50) per hour above the basic detail rate.

## ARTICLE 6 Vacations and Holidays

### Section 1: Vacations

Employees will receive vacation based on the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
From 30 weeks through 5th yearly vacation period	two weeks
Beginning with the 6th yearly vacation period and through 10th yearly vacation period	three weeks
Beginning with the 11th yearly vacation period	four weeks
Beginning with the 21st yearly vacation period	five weeks

Vacation periods shall be designated by the Chief with view to preference by seniority. The Chief shall each year review the vacation records to determine if an employee has averaged 42 hours per vacation week during his scheduled vacation periods. If the employee has averaged

less than the 42 hours per vacation week in the cumulative, he shall receive time off, at a time convenient to the department, based upon the following formula:

1-10 hours less than the average/1 additional Day Tour off

11-14 hours less than the average/1 additional Night Tour off

15 or more hours less than the average/1 additional Day Tour off and 1 additional Night Tour off

Employees may take vacation days in (5) five hour increments during the regularly scheduled (10) ten-hour shift of the (24) twenty-four-hour tour. The five (5) hour increments shall only be taken from (08:00-13:00) or (13:00-18:00).

## Section 2: Paid Holidays

The following holidays shall be paid holidays for all members of the Fire Department:

New Year's Day	Labor Day	Independence Day
Martin Luther King Day	Columbus Day	
Washington's Birthday	Veterans' Day	
Patriots' Day	Thanksgiving Day	
Memorial Day	Christmas Day	

Holiday pay shall be defined as ten (10) hours pay and shall be paid to each employee over and above his weekly salary, whether or not he works the holiday, is on vacation, or other approved leave.

Effective July 1, 2008, Independence Day, Labor Day, Veterans Day and Thanksgiving Day, shall be paid at a rate of one and one half (1.5) times each employees regular rate of pay.

Effective July 1, 2009, Christmas Day, New Year's Day and Martin Luther King Day shall be paid at a rate of one and one half (1.5) times each employees regular rate of pay.

Effective July 1, 2010, Washington's Birthday (Presidents Day), Patriots Day, Memorial Day, and Columbus Day shall be paid at a rate of one and one half (1.5) times each employees regular rate of pay.

### Section 3: Vacation Amendment

Effective July 1, 1982 the vacation clause shall be amended to provide for equivalent pay in lieu of such time off within six months of having earned the same. The equivalent pay in lieu of such time off shall only be paid where the employee has made a reasonable effort with the Chief to reach an agreeable time to take the tour off and has been denied same by the Chief. Evidence of a reasonable effort may be shown by presenting the Chief with a request of a tour within the six month period.

If the individual becomes eligible for the pay it shall be made by the first pay period of the following January after his eligibility. For the purpose of this section, equivalent pay shall be defined as ten (10) hours pay for every tour off.

## ARTICLE 7

### Uniforms

#### Section 1: Dress Uniform

The uniform for members of the Fire Department shall be a dress blue uniform with a dress shirt. The initial issue of the uniform or a new uniform required due to promotion shall be at the expense of the Town. Any reissue or alteration of a dress uniform for reasons other than promotion shall be through the individual member's uniform allowance. All members shall be required to maintain a properly fitted uniform. A uniform inspection and inventory shall be performed annually during the month of May.

#### Section 2: Protective Clothing

Any protective clothing such as helmets, Nomex coats, night hitches, boots and gloves shall be furnished, replaced or repaired at the Town's expense. The replacement of coats will be of fire retardant or Nomex material.

#### Section 3: Work Uniform

The work uniform shall be blue cotton twill permanent press and the Town shall provide

a first issue of two pants, two short sleeve shirts and two long sleeve shirts. The Chief of the Fire Department may upon proper requisition, supply employees with replacement issue, at no expense to the employee.

#### Section 4: Uniform Voucher

Fiscal Year 2004 (7-1-2003 to 6-30-2004): \$400.00

Fiscal Year 2005 (7-1-2004 to 6-30-2005): \$400.00

Fiscal Year 2006 (7-1-2005 to 6-30-2006): \$400.00

## ARTICLE 8 Special Leave

#### Section 1: Sick Leave

(A) Paid sick leave shall be granted to all members of the Fire Department in accordance with the Personnel By-laws.

(B) An employee requesting sick leave prior to the start of the 0800 day shift shall be charged with two (2) sick days. Provided, however, that an employee who calls in sick prior to 0800 shift may, if he/she recovers sufficiently by 1630, call shift commander and return to work at 1800 with approval of Chief or designee.

(C) An employee leaving work on sick leave prior to 1800 shall be charged One and a half (1 ½) sick days.

(D) An employee leaving work on sick leave after 1800 shall be charged one half (½) sick day.

(E) Paid sick leave may be accumulated from year to year, provided, however, that any use of paid sick leave in excess of forty-five (45) shifts in any combination of ten (10) hour day or fourteen (14) hour night shifts, shall be subject to review by the Personnel Board. For the purpose of this section the 45 days shall mean 45 working shifts of the individual concerned, a shift being either a ten (10) hour day or a fourteen (14) hour night and a full twenty-four (24) hour tour being 2 shifts.

(F) An employee may use accrued sick time, up to a maximum of (7) seven sick tours in the event of illness requiring attention by the employee of his/her spouse, child, parent, or other member of the employee's immediate household. Any additional time beyond the use of (7) day sick tours may be granted, at the sole discretion of the Fire Chief.

(G) If it is documented that an employee is exposed to a contagious disease in the performance of his/her duties and contracts the disease rendering him/her unable to work, the employee shall receive his/her regular pay during the term that the employee is unable to work.

## Section 2: Injured Leave and Light Duty

Any employee incapacitated as a result of injuries sustained in the line of duty through no fault of the employee shall be granted leave without loss of pay or benefits in accordance with Chapter 41, Section 11 IF.

During any period of recuperation or recovery from injury or illness sustained in the line of duty, the Chief may assign an employee to light or limited duty consistent with the employee's capability and degree of recovery.

Effective July 1, 2024, the Firefighter shall perform light duty work unless and until the Firefighter submits documentation from his physician detailing why the Firefighter cannot perform light duty.

In the event that the employee's treating physician believes the employee is incapable of performing the light duty assignment, the physician shall so signify in writing, stating the reasons.

Thereafter, the Town physician and employee's physician shall confer and either resolve the matter by agreement, or settle upon a third physician, whose judgment on the matter shall be conclusive.

Employees absent from duty because of any claim of job-related disability may be required to submit an assessment from their treating physician on the attached form. (See Attachment 1)

Employees on sick leave may apply for light duty and the Chief shall consider such requests in good faith. An employee on light duty may, if no work exists on his or her regular shift, be assigned a Monday - Thursday ten-hour day shift. An employee assigned to light duty day shifts shall be granted appropriate time off to attend necessary medical treatment appointments.

#### Section 3: Military Leave

An employee called for an annual tour of duty with the military forces shall be paid an amount equal to the difference between compensation for a normal working period of two weeks and the amount paid for such military service, exclusive of any travel allowance. This temporary military duty shall in no way affect the regular vacation time earned by the employee.

#### Section 4: Accumulated Sick Leave

There is established an Accumulated Sick Leave plan for those employees who are employed for 18 consecutive years and who die, retire into the State retirement system because of disability or voluntarily retire. In addition, the employee must have accumulated a minimum of 50 sick days.

If the above criteria are met the eligible employee shall receive \$30 per day for each day of sick leave accumulated in excess of 50 days. Effective July 1, 2004, these totals shall be changed so that eligible employees shall receive \$40 per day for each day of accumulated sick leave in excess of 40 days.

A year's written notice or notice by January 1 of the preceding fiscal year must be given to the Town in the event an eligible 18 year employee intends to voluntarily retire.

For the purpose of this article a "day" shall be either one 10 hour day shift or one 14 hour night shift.

Effective July 1, 2015, new employees to the Town will not be eligible for Accumulated Sick Leave Buy Back.

#### Section 5: Convention Leave

Two members of Local 1116 shall be entitled to attend the International Convention of

the International Association of Firefighters A.F.L. - C.I.O. and the biennial four (4) day convention of the Professional Firefighters of Massachusetts A.F.L. - C.I.O. with time off, without loss of pay as provided by Massachusetts General Laws, Chapter 40, Section 21C and Chapter 48, Section 57B.

#### Section 6: Sick Day Incentive

Effective July 1, 2011, each permanent employee shall be guaranteed two (2) personal leave day per year in addition any member who has perfect attendance for one or all of the following quarters (July through September; October through December; January through March; and April through June), shall be granted one personal day at the conclusion of the quarter to which it is tied, for use before the end of the fiscal year in which it was earned. In the event a member is unable to use the personal day during the aforementioned time period despite reasonable efforts to schedule the personal day during that period, the member will be paid the equivalent pay in lieu of such time off, defined as ten (10) hours pay. While personal days may be used regardless of manning levels, personal days may not be used on one of the holidays listed in this contract, without prior approval by the Chief.

#### Section 7: Training Time

Employees may be provided training time without loss of pay for up to seventy-two (72) hours per contract year, with the advance permission of the Chief.

### ARTICLE 9 Temporary Work Assignment Out Of Grade

If an employee, at the direction of the Chief, or assigned Deputy Chief, works in a higher grade in the bargaining unit, the employee will be compensated at the rate of the higher grade in the highest step in that grade. When a Civil Service promotional list is in existence, long term temporary work

assignments out of grade shall be made from said list.

ARTICLE 10  
Bereavement Leave

In the event of a death in the immediate family of an employee, he will be granted up to four (4) days leave without loss of pay, the last day of which shall be the funeral or memorial services, and such leave shall not be charged to sick leave or vacation leave. Immediate family is defined as mother, father, son, daughter, brother, or sister.

In the event of the death of the spouse of an employee, the employee will be granted up to six (6) days leave without loss of pay and such leave shall not be charged to sick leave or vacation leave.

In the event of the death of a mother-in-law, father-in-law, grandmother, grandfather, or any relative living in the household of an employee, the employee shall be entitled to two (2) day off without loss of pay to attend funeral services.

Leave authorized by this provision is subject to the approval of the employee's Department Head and may be extended in the sole discretion of the Department Head. The denial of any extension of such leave by the Department Head shall not be subject to the Grievance Procedure as set out in Article 12.

For the purpose of this article a "day" shall be either one 10 hour day shift or one 14 hour night shift.

ARTICLE 11  
Educational Incentive Pay

Eligible employees within the bargaining unit shall be eligible to receive a specified dollar amount per credit, pursuant to the below referenced schedule, for each successfully completed course within a fire science program.

To be eligible for any payment hereunder an employee must be at the third step of a firefighter or be a superior officer and have a minimum of nine (9) credit hours in fire science courses.

The payment shall be made in December, in the year following the completion of the course in one lump sum. The date for determining the successfully completed courses shall be December 31, in the payment years.

The courses eligible for the above reimbursement shall be determined by whether it is within the curriculum of one of the approved fire science programs which shall appear on a list generated by the Chief and the Board of Selectmen annually. Any person who has previously received educational incentive pay in a prior year under this Article shall continue to receive an annual educational incentive pay stipend for any course or courses which no longer appear on the list so long as he/she had previously been paid an educational incentive for that course or those courses in the previous year.

The following schedule shall apply during the term of this agreement:

	<u>per credit</u>	<u>maximum</u>
July 1, 2019	\$52.25	\$6,270
July 1, 2020	\$53.25	\$6,390
July 1, 2021	\$54.25	\$6,510

### ARTICLE 12 Grievance Procedures

Grievances of the members of the Fire Department in respect to wages, rates of pay, or other terms and conditions of employment arising under this agreement or in connection with the interpretation thereof, shall be submitted in writing and handled in accordance with the following procedures:

Step 1. The employee submits grievance to a member of the union grievance committee who will negotiate with the party involved.

Step 2. The union shall submit the grievance to the Chief of the Department within forty-five (45) days from the date on which the incident giving rise to the grievance has occurred. The Chief has seven (7) days, exclusive of Saturdays, Sundays, Holidays, and Vacations, to meet with the Union Grievance Committee, composed of not more than four (4) members (who the

Association shall designate in writing each year), and if a satisfactory solution is not reached within seven (7) days, then Step 3 follows:

Step 3. The union submits the grievance to the Town Administrator or designee who has ten (10) days to resolve the grievance.

Step 4. In the event that Steps 2 or 3 fail, then either party may request the American Arbitration Association to appoint an arbitrator whose decision shall be final and binding on the parties. The arbitrator shall not make any award which is contrary to the Civil Service Law or contrary to the lawful decisions or orders of the Civil Service Commission.

The fee and expenses of the arbitrator shall be borne one half by the Town and one half by the union.

### ARTICLE 13 No Strike Clause

The Union shall neither cause nor counsel its members, or any of them, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the Town.

Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately in writing order such members to return to work and immediately cease such practices. The Town forthwith is to receive a copy of this written notice.

Any failure of the Union to carry out provisions of this section shall be deemed a violation of this agreement, and the Town shall forthwith invoke appropriate legal proceedings.

All of the above no strike provisions shall continue in full force and effect if any impasse should arise after the termination of the other provisions of this agreement until the parties reach an agreement successor to this one.

This contract incorporates by reference the provisions of Massachusetts General Laws Annotated Chapter 150E, Section 9A. Governing Strikes, Work Stoppages, Slow-down or Withholding of Service.

ARTICLE 14  
Compensation

Section 1: Appendix "A" entitled Wage Schedule, which is hereto attached, shall be as voted by the Annual Town Meeting. It is understood that the entire agreement is subject to funding in the first year, and that the incremental cost of second year wage adjustments is specifically conditional on Town Meeting funding. In the event the Town Meeting fails, neglects or refuses to fund the incremental cost of the second years' base wage adjustment, the Union may at its option require further negotiations.

Section 2: When any firefighter or officer is assigned by the Fire Chief or his representative to work for a private detail, i.e., to be paid directly by a private individual, group or organization of any kind, he shall be paid by that individual for all hours worked at one and one-half times the Firefighter base rate of pay, at maximum, plus an additional \$3.00 per hour, with a minimum of four (4) hours pay at said rate.

Section 3: When any firefighter or officer, in connection with any job related incident, is assigned by the Chief or is required by subpoena to go to court after his regular shift or on a day-off on assignment or trial or as a witness in connection with criminal cases he will be paid for a minimum of four hours at a time and one half rate.

Section 4: Longevity Pay

Members of the unit who qualify in accordance with the following specifications shall receive in addition to all other compensation the following special annual increase in 2000-2003 compensation, the same to be paid on the payroll which includes June 15th each year.

Employees of the Town who on June 30th of any year have been in continuous full-time employment for ten years or more, shall have special compensation for the succeeding year in the amounts hereinafter set forth for each full year of continuous full-time employment in addition to

their rates as specified in Appendix A.

Fiscal Year 2009	\$34.00
Fiscal Year 2010	\$35.00
Fiscal Year 2011	\$36.00

#### Section 5. Defibrillator Stipend

All bargaining unit employees properly trained in the use of the cardiac defibrillator shall receive an annual stipend (amount listed below) payable on December 1 of each year. Employees retiring or leaving prior to that date in any contract year shall not be entitled to receive the stipend, and any employee retiring or leaving after that date shall not be required to rebate any portion of the stipend for that year.

<u>Contract Year:</u>	<u>Amount:</u>
7.1.06 to 6.30.07	\$327.84
7.1.07 to 6.30.08	\$327.84

#### Section 6. Night Differential

Those employees who are assigned to work a night tour of duty shall receive the weekly amounts hereinafter set forth for all hours regularly assigned to them between 6 p.m. and 8 a.m., including approved absences. This amount shall not apply towards overtime. Such night differential payment shall be made in a lump sum in the payroll period which includes June 1st each year.

Effective July 1, 2020 - \$81.00

Effective July 1, 2021 - \$89.00

#### Section 7. EMT Stipend

Effective July 1, 2015, all bargaining unit employees certified as an Emergency Medical

Technician (“EMT”) shall receive an annual stipend in the amount of \$1,100.00 plus the cost to renew to renew an EMT license which is currently \$150 every other year.

Effective July 1, 2024, the EMT stipend shall be increased to 5% of the tenth step of the Firefighters Grade F-1.

#### Section 8. Fire Prevention Officer Stipend

Effective July 1, 2018, the Fire Prevention Officer will receive a stipend of nine thousand six hundred eighty-nine dollars and thirty-seven cents (\$9,689.37) per fiscal year. This stipend will be paid quarterly as follows: October, January, April (the first payroll for each month) and June (the last payroll of the Fiscal Year). This stipend shall increase by the amount of any wage increases agreed to in the collective bargaining process.

#### Section 9. Training Officer Stipend

Effective January 1, 2018, the Training Officer will receive a stipend of \$9,689.37 per fiscal year. This stipend will be paid quarterly as follows: October, January, April, (the first payroll for each month) and June (the last payroll of the Fiscal Year). This stipend shall increase by the amount of any wage increases agreed to in the collective bargaining process. Note: until July 1, 2018, the Training Officer stipend shall be paid as previously agreed upon.

### ARTICLE 15 Performance Evaluation

This Chief of the Department or his designee(s) shall from time to time undertake the formal evaluation of the job performance of each member of the bargaining unit. For probationary employees the evaluation shall be conducted no less often than twice yearly. For non-probationary employees the evaluation shall occur annually. Such evaluations shall be performed utilizing the form attached hereto as Appendix B.

Upon the completion of any formal evaluation the employee will be afforded the

opportunity of discussing the evaluation with the evaluator, adding his own comments, and signing the same before it is placed in the employee's personnel file.

In the event that an evaluation results in any negative action (reprimand, suspension, demotion or denial of promotion) the employee concerned shall be entitled to grieve the said evaluation.

ARTICLE 16  
Health Insurance and Life Insurance

SECTION 1

Effective July 1, 2016, employees covered by this agreement who participate in the Town's HMO health insurance plan(s) shall be responsible for paying twenty percent (20%) of the cost of the monthly/annual premium for that coverage. Effective July 1, 2017, employees covered by this agreement who participate in the Town's HMO health insurance plan(s) shall be responsible for paying twenty-two percent (22%) of the cost of the monthly/annual premium for that coverage. Effective July 1, 2018, employees covered by this agreement who participate in the Town's HMO health insurance plan(s) shall be responsible for paying twenty-four percent (24%) of the cost of the monthly/annual premium for that coverage.

Indemnity coverage, if any, shall be on the basis of a fifty (50%) monthly/annual premium contribution by the employee and fifty percent (50%) by the Town.

Should the Town propose any material changes in health insurance benefits or in contribution rates, such changes will be negotiated through a coalitional-type bargaining between the Town and its bargaining units collectively. If that process does not result in a mutual agreement between all of the parties, the Town retains the right to bargain over health insurance issues with each of its unions individually and may enter into health insurance agreements with one, some,

or all of its unions, as permitted by law and the terms of the Town's agreements with its unions. it is understood that any such bargaining will be subject to the bargaining obligations enumerated in M.G.L. c. 150E, this collective bargaining agreement, and any other applicable laws and/or regulations. It is further understood that the coalitional-type bargaining referred herein is not the coalitional bargaining referred to in M.G.L. c. 32B; rather it is primarily a means by which the employer may first endeavor to reach an agreement with every union at the same time without having to undertake bargaining with individual unions. Each union shall have only one equal vote regardless of the size of its membership. It is further understood that the current terms of the health insurance benefits in this Article shall remain in effect through the term of the 2003-2006 collective bargaining agreement, unless the Town and the Union reach agreement to change those terms during that period.

Effective January 1, 2012, copayments shall be increased to the following amounts:

Physician office visits	\$20
Three tiered retail prescriptions	\$10/\$25/\$45
Three tiered mail order prescriptions	\$20/\$50/\$90
Emergency room (waived if admitted)	\$100

Effective January 1, 2012, The Town shall retain a third party administrator to administer a Section 125 Flexible Spending Plan for active employees. The two accounts that shall be included in the Section 125 Plan shall be a Dependent Care Account (DECAP) and a Medical Care Account (MEDCAP). The Town shall be responsible for paying any one-time set up costs associated with implementing the Section 125 Plan. The Town shall pay any administrative fees

for subscribers who opt into the Plan. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. Effective July 1, 2012, a debit card will be made available to participants in the MEDCAP Account. The cost of the debit card will be paid by the Town.

In the event that the Town offers a Preferred Provider Organization (“PPO”) plan in the future, employees shall contribute twenty percent (20%) towards the cost of the health insurance premiums.

The employee contribution rate for the VIP 2000 and Medex 3 plans will remain at fifty percent (50%) of the cost of the health insurance premiums.

In the event that the Town enters the Group Insurance Commission (GIC), the amount that employees will be required to contribute towards the GIC plans shall be as follows:

HMO	15%
PPO	15%
Indemnity	50%

## SECTION 2

In accordance with the provisions of Chapter 32B of the General Laws with no premium cost by the Town, the Town will purchase additional group life and group accidental death and dismemberment insurance for employees.

### ARTICLE 17 Hazardous Materials Response Team/Hazmat Stipend

A maximum of four (4) Firefighters will be assigned by the Fire Chief for training and assignment to regional HAZMAT response units. Such HAZMAT firefighters shall receive a stipend of \$500.00 per year, payable the first week in July.

The Chief shall promulgate after negotiations with the Union a Standard Operating Procedure for Firefighter first responders to HAZMAT incidents; and nothing in this contract shall be deemed as excusing Firefighters from responding to such incidents. Effective July 1, 2016, all Milton firefighters will receive a yearly stipend of seven hundred twenty-five dollars (\$725.00). Effective July 1, 2017, all Milton firefighters will receive a yearly stipend of eight hundred fifty dollars (\$850.00). Effective July 1, 2018, all Milton firefighters will receive a yearly stipend of nine hundred seventy-five dollars (\$975.00).

ARTICLE 18  
Duration of Agreement

This agreement shall be effective as of July 1, 2022 and shall continue in effect through June 30, 2025. Either party wishing to terminate, amend or modify this agreement must so notify the other party in writing no more than ninety days or less than sixty days prior to the expiration date. Upon such notice, this agreement shall remain in full force and effect until such time as anew agreement is executed and all requisite executive and legislative action for implementation of such new agreement has been completed fully.

TOWN OF MILTON LOCAL #1116  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS

Will Wright  
Joseph Byn

Date: 3-19-2025

TOWN OF MILTON

Nicholas Milano  
Nicholas Milano

Date: 3/19/2025

## APPENDIX A

Effective July 1, 2022, a 2% wage increase applied to all steps and grades of the salary schedule in effect on June 30, 2022.

Effective July 1, 2023, a 2.5% wage increase applied to steps and grades of the salary schedule in effect on June 30, 2023.

Effective July 1, 2024, a 2.5% wage increase applied to steps and grades of the salary schedule in effect on June 30, 2024.

The following Cost of Living Adjustments (COLA) shall be applied to the salary schedule on the dates specified:

Effective July 1, 2022 – 0.5 %

Effective July 1, 2023 – 1%

Effective July 1, 2024 – 0.5%

Effective July 1, 2022, after the 2.5% increase to each step and grade, increase the ten (10) year step for F-1, F-2 and F-3 grades by an additional one percent (1%).

Effective July 1, 2024, delete the existing Step 1 in the Firefighter 1 (F-1) Weekly Salary Schedule contained in Appendix A. Rerumber the existing Step 2 to Step 1, the existing Step 3 to Step 2, the existing Step 4 to Step 3, and the existing Step 5 to Step 4.

**FY23 - Effective 7/1/22**

**General - Hourly**

**2.00% Section B Wage Increase**  
**0.50% Section B COLA**  
**1.00% Section B 10 yr step only**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 10</b>
F-1	\$ 22.0581	\$ 25.0339	\$ 27.9888	\$ 30.9957	\$ 31.6200	\$ 32.9030
F-2				\$ 36.6352	\$ 37.3635	\$ 38.8826
F-3				\$ 47.9035	\$ 48.8608	\$ 50.8416

**FY24 - Effective 7/1/23**

**General - Hourly**

**2.50% Section B Wage Increase**  
**1.00% Section B COLA**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 10</b>
F-1	\$ 22.8356	\$ 25.9163	\$ 28.9754	\$ 32.0883	\$ 32.7346	\$ 34.0629
F-2				\$ 37.9266	\$ 38.6805	\$ 40.2532
F-3				\$ 49.5921	\$ 50.5831	\$ 52.6338

**FY25 - Effective 7/1/24**

**General - Hourly**

**2.50% Section B Wage Increase**  
**0.50% Section B COLA**  
**5.00% Section F EMT Stipend of F-1 Step 10** \$ 1.7545

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 10</b>
F-1	\$ 26.6970	\$ 29.8483	\$ 33.0550	\$ 33.7208	\$ 35.0890
F-2			\$ 39.0692	\$ 39.8458	\$ 41.4658
F-3			\$ 51.0861	\$ 52.1069	\$ 54.2194