



COLLECTIVE BARGAINING AGREEMENT

**THE TOWN OF UPTON and UPTON PERMANENT FIRE FIGHTERS ASSOCIATION
LOCAL 5116, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC**

2024 – 2027

COLLECTIVE BARGAINING AGREEMENT between
THE TOWN OF UPTON and
UPTON PERMANENT FIRE FIGHTERS ASSOCIATION, LOCAL 5116, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC

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In this Agreement, and in any other Agreements entered into to supplement or amend this Agreement, the Town of Upton is hereinafter referred to as the "TOWN", the Municipal Employer acting by and through its Select Board, and Local 5116 of the International Association of Fire Fighters, is hereinafter referred to as the "UNION."

ARTICLE I: RECOGNITION

Section 1

The Town of Upton recognizes the Upton Permanent Firefighters Association as the sole and exclusive bargaining agent for regular full-time Firefighters employed by the Town excluding all call firefighters, clerical or administrative employees, Fire Chief, Deputy Fire Chief, and all other Town Employees.

ARTICLE II: EMPLOYEES' RIGHT AND REPRESENTATION

Section 1

Employees have, and shall be protected in the exercise of, the right, freely, and without fear of penalty or reprisal, to join and assist in the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Fire Department, to the Town Meeting and to members of the General Court, or to any other appropriate authority or official, provided the exercise of such rights does not circumvent the tenets of good faith bargaining pursuant to M.G.L. Chapter 150E and the attendant Labor Relations Case Law.

Section 2

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with such group or organization, which would violate any right of the Union under this Agreement.

Section 3

Further, no department official, representative, agent or employee of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.
2. Interfere with the formation, existence, operation, administration, or negotiations of the Union.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the union; or otherwise act to the disadvantage of work opportunities or earning power of employees covered by this agreement.

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4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the Union, or in his/her own behalf, or
5. Refuse to meet and negotiate, or to confer on matters with the officers or representatives of the Union.

Section 4

Employees shall be entitled to inspect his/her personnel file at any reasonable time and shall be given notice of additions to their personnel file. Review of Employee personnel file will be consistent with the Town of Upton's Personnel By-Law, regarding the review of the employee file.

ARTICLE III: MANAGEMENT RIGHTS

Section 1

Subject to G.L.C. 150 E and to the provisions of this agreement, the Town shall not be deemed to have been limited in any way in the exercise of the regular and customary function of the Municipal Management and shall be deemed to have retained and reserved, unto itself, all the powers, authority and prerogatives of Municipal Management including, but not limited to, to operate and direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to work or other legitimate reasons: to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities; except to the extent expressly abridged by a specific provision of this agreement.

Section 2

The Town Personnel Bylaw shall be incorporated into this Agreement by reference with regard to those items not addressed in this Agreement.

Section 3

The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in the Agreement. As to any such matter over which the contract is silent, the Town reserves the right to make changes so long as said changes do not change working conditions to the members.

ARTICLE IV: STABILITY AGREEMENT

Section 1

No agreement, understanding alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

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Section 2

The Failure of the employer or of the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such terms or conditions, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE V: GRIEVANCE PROCEDURE

Section 1

Any grievance or dispute between the parties, relative to the application, meaning or interpretation of the Agreement shall be settled in the following manner.

Step 1: The employee and/or Union representative shall discuss his/her grievance with the Fire Chief or his/her designee within ten (10) working days of having been of knowledge of having been aggrieved. The Fire Chief's response shall be due within ten (10) working days of the date of his/her discussion with the Grievant.

Step 2: If the matter has not been resolved at Step 1, the Union representative, with or without the aggrieved employee, may submit the grievance to the Town Manager, in writing, within ten (10) working days of the date of the Fire Chief's response. The Town Manager's written decision shall be due within ten (10) working days of their receipt of the grievance.

Step 3: If the grievance has not been resolved at Step 2, the Union may submit the grievance to arbitration through the American Arbitration Association (AAA) within thirty (30) working days of the decision of the Town Manager's response. A copy of the request for Arbitration shall be mailed by certified mail to the Select Board. The decision of the Arbitrator shall be final and binding on both the Town and the Union.

Section 2

The expense for the Arbitrator's service and proceedings shall be borne equally by the Town and the Union. The parties shall be solely responsible for their own cost of Legal representation and record of the proceedings.

Section 3

The parties agree that time limits and steps may be extended or waived by mutual agreement. Requested time extensions shall not be unreasonably denied. Any and all agreements shall be in writing and signed by both the Chairman of the Select Board and a Union representative.

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ARTICLE VI: PERSONNEL ACTION

Section 1

No Bargaining Unit Member shall be removed, dismissed, demoted, discharged, suspended, or disciplined except for Just Cause.

ARTICLE VII: WORK SCHEDULE

Section 1

The work week shall be defined as Saturday through Friday in accordance with the Town's payroll schedule.

Section 2

The work schedule of Firefighter/EMTs shall be forty-two (42) hours per week at straight time. Shifts shall be as follows:

Firefighter/EMT 1

Monday, Tuesday, and Wednesday 07:00 – 21:00

Firefighter/EMT 2

Thursday, Friday, and Saturday 07:00 – 21:00

Firefighter/EMT 3 (Impact)

Monday, Tuesday, Wednesday, and Thursday 07:30 – 16:00

Friday 08:00 – 16:00

Section 3

Firefighter/paramedics will work twenty-four (24) hour shifts, beginning with a static shift of career and per diem paramedics, and then transitioning to rotating twenty-four (24) hour shifts upon completion of adequate paramedic staffing and training as deemed appropriate by the Fire Chief. Paramedics will be paid forty-eight (48) hours a week at straight time while on a static schedule, and will be paid overtime for anything above forty-eight (48) hours in a work week. Paramedics will be paid forty-two (42) hours a week at straight time while on a rotating schedule, and will be paid overtime for anything above forty-two (42) hours in a work week. On completion of adequate Firefighter/Paramedic staffing and training as deemed appropriate by the Fire Chief, additional Firefighter/Paramedics may be assigned to Firefighter/EMT shifts as defined in Section 2.

Section 4

Due to the limitations in size of the bargaining group and overall Department staffing, the Fire Chief shall have the authority to alter schedule assignments in order to ensure minimum staffing for all disciplines including Fire, EMS, and ALS. A change in schedule for any member shall not exceed ninety (90) days without a written agreement. Notice in writing shall be given to the bargaining group not less than one (1) week prior barring exigent circumstances to scheduled changes.

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Section 5

Firefighters and/or EMTs/Paramedics shall not work more than forty-eight (48) hours consecutively on a shift unless a member has rested a minimum of eight (8) hours without the approval of the member and the Fire Chief except in the event of an emergency that may require them to be held-over past the end of their shift. In the event that no relief is available for a member at the end of a forty-eight (48) hour shift, they may not be held-over for the sole purpose of staffing.

Section 6

All full-time employees shall verify their time worked using the Town's designated scheduling software according to department policy. The Fire Chief or their designee shall maintain said record.

ARTICLE VIII: OVERTIME AND RECALL

Section 1

Overtime shall be paid for all hours worked in excess of an employee's shift at time and one-half (1½) their regular hourly rate of pay.

Section 2

Employees recalled to duty shall be paid time and one half (1½) his/her regular hourly rate of pay for a minimum of two (2) hours.

Section 3

Employees held over from his/her shift shall be paid overtime in one-half (½) hour increments.

Section 4

The practice of exchanging duty hours may be permitted with the permission of and at the discretion of the Chief. The duty hour substitutions must be a personal adjustment between the parties concerned, which shall not result in additional costs to the Town. In the event that legal action is taken by a member of the Union against the town as a result of non-payment of hours as part of the shift swap, the Union agrees to hold the Town harmless and to indemnify the Town of all such expenses, judgments, or allowances incurred or entered against as a result of such action.

Section 5

The Town shall not alter the work schedules of members for the purpose of avoiding overtime.

Section 6

Bargaining Unit Members shall have the right of first refusal of regular open shifts and details as defined in Article VII. Career Firefighter/EMT shifts shall be filled first by Career Firefighter/EMT then Career Firefighter/Medics before offered to Call Firefighter/EMTs. Career Firefighter/Paramedic shifts shall be offered to Career Firefighter/Paramedics first, then Call Firefighter/Paramedics, Call Paramedics, and Per Diem Paramedics. If shift is unable to be filled by a Paramedic, it would revert to the Career Firefighter/EMT offering as above.

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The employer shall maintain a list of Bargaining Unit Members starting with the most senior to the least senior. On notification of an open shift, the Town shall offer the open shift to the first member at the top of the list. If the Bargaining Unit Member is not available for the open shift, their name shall go to the bottom of the list. However, if the Bargaining Unit Member is not available due to already being on a shift, being on town-approved leave, attending outside department-approved training, or does not have the appropriate qualifications for the open shift (i.e. Paramedic), then their name shall be skipped and shall remain at the top of the list for the next available open shift. Following acceptance of the open shift, the Bargaining Unit Member shall go to the bottom of the list. The list shall be available to Bargaining Unit Members 24/7 for use in an easily accessible, unlocked location within the fire prevention office.

Section 7

For open shifts with a notification period of greater than twenty-four (24) hours, Bargaining Unit Members shall be given a reasonable period of time to respond prior to being passed over. Should a member be passed over in such a manner, they shall be moved to the bottom of the list as if they had declined the shift. For open shifts with a notification period of less than twenty-four (24) hours but greater than four (4) hours, Bargaining Unit Members shall have one (1) hour to respond prior to being passed over. Should a member be passed over in such a manner, they shall remain in their previous position on the list. For open shifts in need of immediate fill, which shall be defined as from four (4) hours prior to the start of the shift until the completion of the shift, all eligible Bargaining Unit Members shall have five (5) minutes to respond prior to being passed over. No Bargaining Unit Members shall be moved up or down on the list as a result of an immediate fill.

Section 8

Bargaining Unit Members shall be dismissed at the same time as non-union regular employees from any recall or extended shifts.

Section 9

The Town may utilize qualified members of the Call department to supplement the Bargaining Unit Members on duty, provided that no open Bargaining Unit Member shifts are left unfilled during the duration of the Call department member's shift, and that the Call department member has a sufficient level of certification as determined by the Fire Chief. This section shall not supersede the process for filling open Bargaining Unit Member shifts as defined in Section 6 of this article.

Section 10

In the event that a Bargaining Unit Member is unable to work for an extended period of time due to injury or illness, or if a Career position is open due to retirement or other separation from duty, their shifts shall be filled according to the following schedule.

- 1 – 30 days: Standard shift filling as per Section 6
- 31 – 90 days: Shifts may be offered to appropriately qualified Call or Per diem members prior to being offered to Bargaining Unit Members
- 91+ days: Position may be filled with an appropriately qualified temporary employees or shall revert to standard shift filling as per Section 6

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Should a position be filled with temporary employees, it is understood that the shifts may be divided between multiple temporary employees provided a consistent schedule is maintained. For example, a temporary employee assigned to a twenty-four (24) hour shift on Monday shall work every Monday with exemption for sick leave or other external factors. Shifts shall be advertised for their full duration.

Section 11

In emergencies, or as the need of the service requires, all members of the bargaining unit may be required to perform overtime work. Employees other than those required to work beyond their normal shift or tour of duty due to the exigencies of their work day shall have the option of declining overtime offered; but in the event that sufficient personnel do not accept overtime on a voluntary basis, or in the event of emergency situations, in the judgement of the Chief or the Chief's representative such additional employees as are deemed necessary by the Town, may be required to work overtime on an assigned basis; it is agreed that such assignments will not be refused. Refusal of forced or assigned overtime is subject to discipline and shall not be the subject of a grievance.

The employer shall maintain a list of Bargaining Unit Members starting with the least senior to the most senior. In the event that the Town determines the need to force a member onto an overtime shift, the first member at the top of the list shall be forced onto the shift. Following completion of the shift, their name shall go to the bottom of the list. However, if the Bargaining Unit Member is not available due to already being on a shift, being on town-approved leave, attending department-approved outside training, or does not have the appropriate qualifications for the open shift (i.e. Paramedic), then their name shall be skipped and shall remain at the top of the list for the next forced overtime shift. The list shall be available to Bargaining Unit Members 24/7 for use in an easily accessible, unlocked location within the fire prevention office.

ARTICLE IX: COURT TIME, JURY DUTY

Section 1

Any Bargaining Unit Member summoned to appear in court in connection with his/her duties with the Town of Upton shall be released from duty without loss of pay. Any member who is summoned on his/her off duty time shall be paid a minimum of two hours (2) overtime for the court appearance.

Section 2

Any Bargaining Unit Member who is called to Jury Duty shall be released from duty without loss of pay. Any compensation received by the member for Jury duty shall be turned over to the Town.

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ARTICLE X: VACATION

Section 1

Vacation time is earned on an accrual basis. The accrual rate is shown in the table below. Vacation hours are calculated using the following formula:

$$(\text{Regular Hours Worked}) \times (\text{Accrual Rate Factor}) = (\text{Vacation Hours})$$

Years of Service	Factor	42 Hour Average Work Week	48 Hour Average Work Week
Less than 1	0.0192	1 Week – 42 Hours	1 Week – 48 Hours
1 but less than 5	0.0385	2 Weeks – 84 Hours	2 Weeks – 96 Hours
5 but less than 10	0.0577	3 Weeks – 126 Hours	3 Weeks – 144 Hours
10 but less than 20	0.0770	4 Weeks – 168 Hours	4 Weeks – 192 Hours
20 but less than 25	0.0962	5 Weeks – 210 Hours	5 Weeks – 240 Hours
25 or more	0.11538	6 Weeks – 252 Hours	6 Weeks – 288 Hours

Example: [employee of 1-5 years]: 2184 hours worked / year [42 hours per week] x 0.0385 = 84 hours = 2 weeks.

Section 2

Probationary employees will accrue vacation hours and may be allowed to use such time off during their probationary period with the permission of and at the discretion of the Fire Chief.

Section 3

Employees are allowed to carry over up to six weeks of vacation as per the table in Section 1 into the following fiscal year with the recommendation of the Fire Chief and approval of the Hiring Authority. The Fire Chief should manage this situation to ensure the time is used within a reasonable time frame.

Section 4

Should a Bargaining Unit Member have more than six (6) weeks of vacation time accrued at the end of the fiscal year as per the table in Section 1, all hours in excess of six (6) weeks, up to a maximum of two (2) weeks, shall be paid out at the member's regular hourly rate of pay in a lump sum at the end of the fiscal year.

Section 5

Any unused earned vacation time remaining at the time of an employee's termination will be paid out in a lump-sum. The last day of actual work is the termination date for the employee. Employees may not add unused vacation days to their last day actually worked in order to postpone their termination date, whether for the purpose of accumulating more vacation time, prolonging insurance benefits or for any other purpose.

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Section 6

All vacation requests must be must be submitted in writing.

Section 7

Employees must give at least two (2) weeks' notice to the Fire Chief or their designee to be considered for vacation leave. Time frame may be waived at the discretion of the Fire Chief or his or her designee.

Section 8

Upon completion of the Massachusetts Fire Academy, all full-time employees shall be allowed to use any accrued vacation time during their probationary period under the Fire Chief's approval.

Section 9

Vacation hours are considered regular hours of work.

Section 10

Long term sick time and/or workers compensation injury time off are not to be considered as regular hours of work.

ARTICLE XI: HOLIDAYS

Section 1

The following shall be paid holidays:

New Year's Day*

Martin Luther King Jr. Day

Presidents Day

Patriots' Day

Memorial Day*

Juneteenth

Independence Day*

Labor Day*

Columbus Day

Veterans Day

Thanksgiving Day*

Christmas Day*

Section 2

For the purpose of this Article, the "Holiday" is the twenty-four (24) hour period commencing at 12:01 A.M. on the day of the celebration of each day listed in this section.

Section 3

Bargaining Unit Members who are scheduled to work on paid holidays for a regular or overtime shift are required to work those days, however they shall receive additional holiday pay for all hours worked on that day. Members who are voluntarily recalled to duty on a holiday shall also receive holiday pay for all hours worked on that day. Holiday pay shall be defined as the Member's

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regular hourly rate of pay and shall be paid out in addition to the Member's normal pay for the hours worked on the holiday as defined in Articles VIII and XV.

Section 4

Bargaining Unit Members who are scheduled to work on the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day for a regular or overtime shift shall be paid holiday pay at a rate of one and one half (1½) times pay rather than their regular hourly rate of pay as listed in Section 3. Members who are voluntarily recalled to duty shall not be eligible for the additional holiday pay and shall receive holiday pay for all hours worked in accordance with Section 3.

Section 5

If a Bargaining Unit Member is not scheduled to work a regular or overtime shift on a holiday or works less than eight (8) hours on a holiday, they shall receive the minimum of eight (8) hours of holiday pay at their regular hourly rate of pay. Firefighters out on IOD shall be eligible to receive the minimum holiday pay of eight (8) hours of their regular hourly rate of pay.

ARTICLE XII: BEREAVEMENT LEAVE AND PERSONAL LEAVE

Section 1

Bereavement Leave: Up to three (3) days of bereavement leave with pay shall be granted with the approval of the Fire Chief in the event of the death of the Bargaining Unit Member's immediate family. "Immediate family" shall mean spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, and sons-in-law. Adopted, half, and step members are also included in immediate family. In order to attend services for aunts, uncles, nieces, nephews, and cousins, bereavement leave of one (1) day with pay shall be granted. Any bereavement leaves in excess of that allowed will, at the member's request, be charged against the member's paid time off. Time off will not be unreasonably requested or denied.

Section 2

Personal Leave:

Section 2.1

Bargaining Unit Members who have completed one (1) full year of service shall be entitled to two (2) personal leave shifts each year. After three years of continuous service, members will be entitled to three (3) personal leave shifts each year. Request for such personal leave must be given to the Fire Chief or their designee, at least twenty-four (24) hours in advance of the shift(s) of such leave, except in an emergency. Leave may be used to meet personal obligations that cannot be met other than during working hours. Personal leave shall not be deemed an extension of vacation leave or sick leave.

Section 2.2

Personal leave may not be taken in conjunction with a holiday.

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Section 2.3

Personal hours are considered regular hours of work.

ARTICLE XIII: SICK LEAVE

Section 1

All members of the Bargaining Unit shall earn sick leave at a rate of 1.615 hours per week for a total of eighty-four (84) hours per year.

Section 2

Sick leave may be accumulated from year to year for a total not to exceed six hundred forty (640) hours.

Section 3

Sick leave accumulation shall only be deducted for scheduled work shifts.

Section 4

Sick leave hours are considered regular hours of work.

Section 5

If an employee reports to work and must leave because of an illness, he/she will be charged starting at the time of the next whole hour of his/her scheduled shift. For example, if an employee were to go home sick at 1:15 p.m., said employee will be charged as if they left at 2:00 p.m.

Section 6

For periods of absence from work of more than three (3) consecutive work shifts, a Doctor's certificate may be required by the Fire Chief or their designee at their discretion.

Section 7

Probationary members shall accrue sick leave during their probationary period and shall be allowed to use any accrued sick leave.

Section 8

Upon retirement, an employee who has accumulated four hundred eighty (480) or more sick hours will be allowed to seek a sick leave payout equal to no more than one hundred eighty (180) hours.

Section 9

Long-Term Sick Pay: Any employee, when disabled by an accident or injury occurring outside of his or her employment is entitled to short-term disability insurance provided by the Town. The employee will be responsible for paying income taxes on the premium for his/her insurance. The employee will be required to provide medical documentation including diagnosis, prognosis and possible return to work date signed by a medical doctor. The specifics of the plan are as follows.

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Section 9.1

Step 1: During the first fifteen (15) calendar days of disability the employee will utilize his/her accumulated sick time.

Section 9.2

Step 2: After Step 1 the employee will be paid by the insurance company for up to 166 more calendar days. The employee will receive seventy percent (70%) of his/her weekly pay up to \$1,000 per week on a tax-free basis. The employee will be responsible for paying to the Town his/her share of any weekly deductions normally taken out of their pay.

Section 9.3

The Town offers a Long-Term Disability policy, which is 100% employee paid, provided a minimum number of employees participate as determined by the Insurance Company.

Section 9.4

Members who are on either short-term or long-term disability due to injury or illness occurring outside of his or her employment shall still be allowed to attend EMS trainings for the purpose of maintaining their EMT or Paramedic certification, and may attend any other department-approved trainings with the approval of the Fire Chief.

ARTICLE XIV: LAY OFF AND SEVERANCE

Section 1

When an employee is laid off due to lack of work, insufficient funding, or other legitimate reasons, he/she will be given such advance notice as is reasonably possible and he/she will be given two (2) weeks' severance pay in the event he/she is not given thirty (30) days advance notice.

Section 2

The Town recognizes and will apply the principal of seniority in the matter of layoffs. The Town shall lay off personnel in the reverse order of seniority, *i.e.*, Bargaining Unit Members with the least service shall be laid off first. The Town agrees to recall laid-off personnel by seniority rather than make new hires and not fill full time positions with part time or call firefighters. Employees recalled shall notify the Town if they will accept reinstatement within seven (7) days of notification of such.

ARTICLE XV: COMPENSATION

Section 1

All employees covered by this agreement shall receive wages according to the wage tables as defined in Appendix A. These wage tables factor in the COLAs as listed in Section 2, the step scale as listed in Section 3, EMT/Paramedic stipends as listed in Section 4, and officer pay as listed in Section 5.

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Section 2

Annual fiscal year cost of living increase shall be as follows:

FY 25: 2.0% FY 26: 2.0% FY 27: 2.0%

Section 3

Firefighter step definitions shall be as follows:

Step 1

Base rate for new hire.

Step 2

Greater than two (2) years up to four (4) years of service with Upton Fire-EMS and graduation from the Massachusetts Firefighting Academy Career Recruit Training Program or equivalent Career Recruit Training Program with Pro Board Firefighter I/II Certification and Pro Board Hazardous Materials Operations Level Certification and Paramedic Certification.

Step 3

Greater than four (4) years up to six (6) years of service with Upton Fire-EMS.

Step 4

Greater than six (6) years up to eight (8) years of service with Upton Fire-EMS.

Step 5

Greater than eight (8) years of service with Upton Fire-EMS.

Section 4

All members covered by this agreement who are certified and licensed at the level of EMT or Paramedic shall receive the following additional compensation to their rate of weekly pay:

	EMT	Paramedic
FY 25:	\$3,500.00	\$9,500.00
FY 26:	\$3,500.00	\$9,500.00
FY 27:	\$3,500.00	\$9,500.00

These payments shall be divided by 52 and such amount shall be added to a member's base pay and shall be included for all benefits calculated on base pay including overtime calculations.

Section 5

Bargaining Unit Members that hold the rank of an officer within the Upton Fire-EMS command structure shall be entitled to additional pay as defined in the wage tables in Appendix A. Career officer pay shall be calculated by starting with the member's firefighter pay step and adding the appropriate percentage as defined in the schedule below:

Lieutenant: 7%

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Section 6

The Bargaining Unit Members daily activities shall come under the direction of the Chief of the Fire Department or his designee and follow the rank structure of the Upton Fire-EMS Department. During fire operations, the Bargaining Unit Members shall come under the command structure of the Upton Fire-EMS Department.

Section 7

All Bargaining Unit Members shall be paid for their attendance at all scheduled department training and other classes approved by the Chief. Employees will be paid at their appropriate overtime rate for all attended trainings outside of scheduled shifts.

Section 8

Longevity Pay: Payments will be provided to qualifying employees on the anniversary of their date of hire annually, provided the years are for *continuous* employment service within the Fire/EMS Department as follows:

5-9 years:	\$500.00 per year
10-14 years:	\$750.00 per year
15-19 years:	\$1,000.00 per year
20-24 years:	\$1,500.00 per year
25-29 years:	\$1,750.00 per year
30+ years:	\$2,000.00 per year

Section 9

Bargaining Unit Members who are credentialed as a Level 1 Fire Inspector as of June 1st, 2018 shall continue to receive a \$0.15 increase in their hourly wage for the duration of this contract.

Section 10

Firefighter/Paramedics will be paid for their attendance at all required Advanced Life Support recertification training, and they may be paid for other advanced skills training with the approval of the Chief.

Section 11

New members to the Department with previous Fire and EMS experience may be started at a higher step than other members of the Department with no experience based on the recommendation of the Fire Chief and the Town Manager.

ARTICLE XVI: STIPEND POSITIONS

Section 1

In order to facilitate the varied missions of the department, the Town recognizes that certain specialized positions are needed that require members to perform additional duties outside of those required for routine daily operations. These positions are recognized by the Town as warranting additional compensation, and are defined as follows:

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Section 1.1

EMS Coordinator: Responsible for conducting EMS training, maintaining EMS training records, liaison to state and federal agencies including OEMS, NREMT, CMS, and FDA, maintaining state and federal licensing documentation and compliance, maintaining medication licensing and compliance including controlled medications, overseeing medication and supply ordering performed by EMS supply coordinator, performing QA/QI of EMS incidents, overseeing QA/QI committee, advising Fire Chief regarding clinical oversights, liaison to service's Medical Director, routinely advising Fire Chief regarding budgetary decisions for EMS supply and training. *Position must be held by a Paramedic.*

Section 1.2

Fleet Maintenance Coordinator: Responsible for maintaining apparatus in good working order, maintaining small engine equipment, performing minor repairs, advising Fire Chief on need to send apparatus and equipment to repair facilities for major repairs, performing apparatus modifications within the scope of their skill level, advising Fire Chief regarding budgetary decisions for apparatus and equipment maintenance, advising Fire Chief regarding long-term apparatus purchasing need. *Position preferred to be held by a member with mechanical experience.*

Section 1.3

Public Education Coordinator: Responsible for conducting school S.A.F.E. programs, senior outreach including fall prevention and fire safety, coordinating fire station tours and open houses, coordinating with other town departments to facilitate home safety, applying for grants for funding for the above activities. *Position must be held by a member with PFALSE training.*

Section 1.4

EMS Supply Coordinator: Responsible for maintaining EMS supply levels, monitoring expiration dates of supplies and medications, ordering supplies and medications as needed, assisting EMS coordinator with projects including capital purchases. Reports directly to EMS coordinator. *Position must be held by a Paramedic.*

Section 2

The above positions shall be paid the according to the following schedule, which shall be split into two increments to be paid out bi-annually:

EMS Coordinator	\$6,000.00
Fleet Mechanic	\$4,000.00
Public Education Coordinator	\$2,000.00
EMS Supply Coordinator	\$1,000.00

Section 3

Bargaining Unit Members may hold multiple stipend positions if necessary, so long as there are no conflicts of interest from doing so. Consideration should be made to prevent a member from being overloaded with extra duties such that it may compromise their ability to perform all of the assigned duties.

COLLECTIVE BARGAINING AGREEMENT

Section 4

All stipend positions must be filled with Bargaining Unit Members. No position may go unfilled for greater than forty-five (45) days. Probationary members are prohibited from holding any stipend positions.

Section 5

When a stipend position becomes open, the Fire Chief shall solicit written applications from Bargaining Unit Members. The Fire Chief shall then hold interviews with the members who applied and select an applicant to fill the open position based on the member's certifications, qualifications, employee performance, and interview performance.

Section 6

Should a stipend position become open, and no Bargaining Unit Members apply for the position, the Fire Chief shall select a Bargaining Unit Member that holds the required certifications and/or qualifications and assign them to the stipend position. In the event that no Bargaining Unit Member holds the required certifications, the Fire Chief shall appoint a member to the position and send them to the required training at the Town's expense. Should the Town deem it necessary, the Town may appoint an appropriately qualified and/or certified employee from outside the Bargaining Unit to perform the duties of the stipend position while the Bargaining Unit Member obtains the necessary qualifications and/or certifications. This temporary period shall end following qualification and/or certification of the Bargaining Unit Member, or after a period of three (3) months, whichever is shorter. Should the Fleet Mechanic position become open and no qualified Bargaining Unit Members are available, the Town may reopen this agreement for renegotiation of Section 1.2 and the compensation of such in Section 2 of this article.

Section 7

Stipend positions shall be subject to a probationary period as per Article XXV, Section 8.

ARTICLE XVII: COMPUTATION OF SERVICE AND SENIORITY

Section 1

Only full-time, continuous service on or with the Upton Fire Department since the employee's date of hire shall be included in computing length of service, except for computation of vacation credit, sick leave accumulation or retirement credit allowed by statute or By-Law and all leaves of absence for military service, in accordance of the employee on the Fire Department shall be so included.

ARTICLE XVIII: OFFICER PROMOTIONS

Section 1

The Town and the Union shall work together to establish a policy regarding promotion to officer ranks. The Town and Union agree that all firefighters regardless of status as career or on-call shall be equally eligible for promotion provided they meet the minimum qualifications. The Town shall

COLLECTIVE BARGAINING AGREEMENT

initiate the agreed upon promotional process within a reasonable timeframe following the notification of an open officer position, with such timeframe not to exceed three (3) months.

ARTICLE XIX: PAID DETAILS

Section 1

Bargaining Unit Members shall have the right of first refusal of all paid details on their off-duty hours. The employer shall maintain a list of Bargaining Unit Members starting with the most senior to the least senior. This list shall be separate from the voluntary and forced overtime lists. On notification of an open detail, the Town shall offer the open detail to the first member at the top of the list. If the Bargaining Unit Member is not available for the open detail, their name shall go to the bottom of the list. However, if the Bargaining Unit Member is not available due to already being on a shift, being on town-approved leave, attending outside department-approved training, or does not have the appropriate qualifications for the open shift (i.e. blasting detail), then their name shall be skipped and shall remain at the top of the list for the next available open detail. Following acceptance of the detail, the Bargaining Unit Member shall go to the bottom of the list. The list shall be available to Bargaining Unit Members 24/7 for use in an easily accessible, unlocked location within the fire prevention office.

Section 2

Paid details shall not be filled by the on-duty staff. However, in the event that a detail is unable to be filled, the on-duty staff may be required to perform some actions of the detail. The Town and Union understand that this is to be used as a last resort in order to prevent the stoppage of work, and that emergency response shall always take priority for the on-duty staff over performing such actions.

Section 3

A paid detail is defined as a tour of duty outside the regular hours of work resulting from the request of a third party outside of the department for a detail or for a detail which has been ordered by the Chief or his/her designee of the Upton Fire-EMS Department, for which a third party could be held financially responsible for payment of the detail.

Section 4

All paid details shall be paid a minimum of four (4) hours pay. Details that last more than four (4) hours but less than eight (8) hours shall be paid a minimum of eight (8) hours. Details that last more than eight (8) hours shall be paid at one and one-half (1½) the detail rate in one (1) hour increments beyond eight (8) hours.

Section 5

Bargaining Unit Members shall be compensated for details at the following rate:

FY 25	\$60.00 per hour
FY 26	\$60.00 per hour
FY 27	\$60.00 per hour

COLLECTIVE BARGAINING AGREEMENT

Section 6

All paid details scheduled on nights, weekends, and/or holidays shall be paid at time and one half the detail rate. For the purpose of this section, a weekend shall be defined as Friday at 17:00 to Monday at 07:00. Nights shall be defined as the hours between 17:00 and 07:00. Holidays are defined in Article XI.

Section 7

In the event that a detail is cancelled within two (2) hours of the scheduled start time, the member who was assigned to such detail shall be paid out a minimum of four (4) hours pay at the appropriate rate as defined in Section 4 of this article.

Section 8

The Town shall be responsible for paying Bargaining Unit Members for all details and cancelled details as a part of weekly pay, regardless of whether the Town has received payment from the third party responsible for the detail.

ARTICLE XX: UNIFORM ALLOWANCE

Section 1

All members shall receive an annual uniform allowance for the purchase and cleaning of uniform clothing for that year. After the successful completion of their probationary period, members will be provided a Class A uniform by the Town. All purchases shall be approved by the Fire Chief and by town invoice. Local members will be allowed to have "Local 5116", "IAFF" and/or "PFFM" name/insignia on their uniforms, with approval of the Fire Chief. The annual allowance shall be as follows:

FY 25	\$ 950.00
FY 26	\$1,050.00
FY 27	\$1,150.00

ARTICLE XXI: NO-STRIKE PROVISION

Section 1

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown or withholding of services.

Section 2

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the written request of the Municipal Employer, The Union shall take all responsible means to induce such employee or group

COLLECTIVE BARGAINING AGREEMENT

of employees to terminate the strike, work stoppage, slowdown or withholding of service and return to work.

Section 3

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

ARTICLE XXII: SEVERABILITY OF PROVISIONS

Section 1

If any of the provisions of this Agreement, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of the Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXIII: DEDUCTION OF DUES AND FEES

Section 1

Union Dues: Upon receipt of signed authorization cards, the Town shall deduct Union dues from the compensation paid to each member of the Union. The Town shall forward any such deductions to the Treasurer of the Union each month following the month of deductions.

Section 2

Agency service fee:

Section 2.1

Effective thirty (30) days after the signing of this Agreement, it shall be a condition of employment that all employees, that are qualified to be in the Bargaining Unit who are not members of the Union and who have been employed for thirty (30) days or more shall pay an agency service fee. Such fee shall be paid monthly and shall be the amount equal to the amount of the periodic dues charged by the Union to its members.

Section 2.2

The Union agrees to refund to the Town any amount paid to it in error on account of the check off and agency fee provision upon proper evidence thereof.

Section 2.3

The Union certifies, in writing, that this Collective Bargaining Agreement is formally executed pursuant to a vote of the majority of all employees in the Bargaining Unit present and voting.

Section 2.4

Authorization for payroll deductions of agency fees shall be made by executing a written assigned form.

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Section 3

Indemnification: The Union will indemnify, defend, and hold the Town harmless against any and all costs, including attorneys', arising out of any claims made or any suits instituted against the Town on account of any check off a Union dues or agency fee provision or any allegedly wrongful withholding of pay by the Town pursuant to such provision.

ARTICLE XXIV: INSURANCE COVERAGE

Section 1

Employees under the jurisdiction of this Agreement shall be covered by the Town's group health and life insurance plans. It is agreed that the Town will grant to the employees covered by this agreement any and all improvements in insurance benefits offered to other Town employees after the signing of this agreement.

Section 2

The Town shall offer to the Bargaining Unit Members a Health Maintenance Organization policy similar to, but not identical to, the health maintenance policy offered to Town employees and a Preferred Provider Plan policy similar to, but not identical to, the Preferred Provider Plan policy offered to town employees agreed to by the Insurance Advisory Committee on April 11, 2012.

Section 3

The employee's contribution shall be deducted in four (4) equal amounts from each paycheck each month and the employee shall be entitled to receive either individual or family coverage.

Section 4

Insurance coverage will state: July 1, 2012 whereby the Town will contribute 75% and the employees will contribute 25% for the Health Maintenance Organization Plan. The contribution rates for the preferred provider indemnity plan shall be 60% by Town and 40% by the employee.

Section 5

The Town agrees to provide employees with a "Flexible Spending Account" or "FSA" for which they may pay for eligible medical expenses by payroll deduction.

Section 6

Health Insurance Opt-Out Plan: Any employee who obtains health insurance elsewhere and does not use the Town's plan is eligible to receive up to \$1,500/year for an individual plan and \$3,000 for a family plan. The requirements of the plan are outlined in the Town's Personnel Bylaws as amended in May 2015.

ARTICLE XXV: MISCELLANEOUS

Section 1

All present opportunities for employment and training now available to members from the Town or its Departments shall remain available to the members of the Bargaining Unit. All Bargaining

COLLECTIVE BARGAINING AGREEMENT

Unit Members must keep and maintain their EMT certification which includes EMT, Advanced EMT and Paramedic. Failure to do so will mean a Bargaining Unit Member is unable to fulfill their duties and may be subject to termination of employment. The Town shall provide reimbursement of state licensing fees to all Bargaining Unit Members.

Section 2

All members covered by this agreement who obtain or have obtained an academic degree in an approved field shall receive the following additional compensation to their rate of weekly pay:

Associate degree:	\$1,000.00
Bachelor's degree:	\$2,000.00
Master's degree:	\$3,000.00

These payments shall be divided by 52 and such amount shall be added to a member's base pay and shall be included for all benefits calculated on base pay including overtime calculations. Approved degree fields shall include: Fire Science, Fire Protection Engineering, Emergency Management, Emergency Medical Services, Paramedic Science, Public Administration, and Nursing. Members holding degrees that do not fall into one of these fields may still be eligible for the compensation listed in this section with approval from the Fire Chief on a case-by-case basis.

Section 3

Company Participation Stipend:

All Bargaining Unit Members are eligible for up to a stipend to participate in the Company system. They shall receive \$2,750 as a Firefighter/EMT or Firefighter/Paramedic, or \$4,100 as a Lieutenant; provided that they comply with the regulations of the company system and live within six (6) miles driving distance from their residence to the Upton Fire-EMS Department. Bargaining Unit Members who are on shift for the duration of their assigned company night shall receive participation credit for that night.

Section 4

Line-of-Duty Injury:

Section 4.1

Whenever a firefighter is incapacitated from performing any of the duties of a firefighter because of an injury sustained in the performance of his/her duty without fault or gross negligence of his own, s/he shall be granted leave without loss of pay for the period of such incapacity in accordance with the provisions of C. 41, §111F and this Contract.

Section 4.2

No such leave shall be granted for any period after such firefighter has been retired or pensioned in accordance with law. Leave without loss of pay for a firefighter who is on a leave of absence in accordance with either the provisions of this Agreement and/or other applicable statutes shall include his/her regular pay and other benefits which, however, shall be subject to being pro-rated to the extent that is specifically set forth in this Agreement.

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Section 4.3

The said leave shall terminate when a physician designated by the Town determines that such incapacity no longer exists pursuant to Chapter 41, Section 111F of the Massachusetts General Laws.

Section 4.4

A notice of injury must be filed within 24 hours of the event causing the injury providing the individual is capable of doing such.

Section 4.5

Members on leave for line of duty injuries shall still be allowed to attend EMS trainings for the purpose of maintaining their EMT or Paramedic certification, and may attend any other department approved trainings with the approval of the Fire Chief.

Section 5

Non-Discrimination: The provisions of this Agreement shall apply to all employees within this Bargaining Unit regardless of religion, handicap, age, sex, race, color, national origin, sexual orientation, or membership or non-membership in the Union. Employees may file and pursue a grievance under the grievance arbitration clause of this Agreement.

Section 6

Bi-weekly Payroll: Upon acceptance of all unions and amendment to the personnel by-law.

Section 7

Other Post-Employment Benefits (OPEB): Each new employee beginning June 30, 2019 will contribute 2% of their gross pay to the Town's OPEB Trust Fund account. This payment will be a direct debit from the employee's payroll.

Section 8

Probationary Period: To enable the Town to exercise sound discretion in the filling of positions within the Fire Department, no appointment or promotion in any position shall be deemed final and permanent until after the expiration of a period of one (1) year of actual work has been served as a probationary period. During the probationary period, the Town at its discretion may terminate this appointment or promotion at any time. The Fire Chief shall give timely notice of performance, which may result in the probationary period of the employee being extended beyond the twelve-month period in order that the employee may improve his performance. There shall be no seniority among newly hired probationary employees. Upon successful completion of the probation period, an employee shall acquire seniority, which shall be retroactive to his/her date of hire with the Town in a position covered by this Agreement.

Section 9

Driver's License: Members must notify, in writing, the Fire Chief if the member's driver's license is suspended, revoked, or restricted in any way. Failure to provide this notification immediately may be grounds for discipline.

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Section 10

Drug Testing: There will be an agreed upon drug testing policy. See appendix B.

ARTICLE XXVI: EXPRESSED WAIVER CLAUSE

Section 1

The parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours and working conditions of employment of employees covered that are to govern during the terms of this Agreement; and no other terms or conditions shall be added to or otherwise subtracted from this Agreement during its term, by arbitration or otherwise unless both parties to this agreement agree.

ARTICLE XXVII: DURATION OF AGREEMENT

Section 1

This Agreement shall take effect as of July 1st, 2024 and continue in full force and effect to and including June 30th, 2027, a period of three (3) years. It is further agreed that if no new agreement has been signed prior to said expiration date; this agreement shall remain in full force and effect until such new Agreement has been signed.

Section 2

On or after December 1st, 2026, the Union may notify the Town of its desire to begin negotiations on a successor agreement.

COLLECTIVE BARGAINING AGREEMENT

TOWN OF UPTON SELECT BOARD


Laura Hebb, Chair

Date: 2/25/25


Brett A. Simas, Member

Date: 2/25/25


Maureen Dwinnell, Member

Date: 2/25/25

LOCAL 5116 UPTON PERMANENT FIREFIGHTERS ASSOCIATION


Bonnie Lopez, President

Date: 2/17/25


Thomas Norton, Vice President

Date: 2/17/25

COLLECTIVE BARGAINING AGREEMENT

APPENDIX A: WAGE TABLES

Firefighter

Grade 1		Step 1	Step 2	Step 3	Step 4	Step 5
FY 25	Hourly	\$30.87	\$31.80	\$32.75	\$33.73	\$34.75
	Annual	\$67,424.98	\$69,447.73	\$71,531.16	\$73,677.09	\$75,887.41
FY 26	Hourly	\$31.49	\$32.43	\$33.41	\$34.41	\$35.44
	Annual	\$68,773.48	\$70,836.68	\$72,961.78	\$75,150.64	\$77,405.16
FY 27	Hourly	\$32.12	\$33.08	\$34.08	\$35.10	\$36.15
	Annual	\$70,148.95	\$72,253.42	\$74,421.02	\$76,653.65	\$78,953.26

Firefighter/EMT

Grade 2		Step 1	Step 2	Step 3	Step 4	Step 5
FY 25	Hourly	\$32.47	\$33.40	\$34.35	\$35.34	\$36.35
	Annual	\$70,924.98	\$72,947.73	\$75,031.16	\$77,177.09	\$79,387.41
FY 26	Hourly	\$33.09	\$34.04	\$35.01	\$36.01	\$37.04
	Annual	\$72,273.48	\$74,336.68	\$76,461.78	\$78,650.64	\$80,905.16
FY 27	Hourly	\$33.72	\$34.69	\$35.68	\$36.70	\$37.75
	Annual	\$73,648.95	\$75,753.42	\$77,921.02	\$80,153.65	\$82,453.26

Firefighter/Paramedic

Grade 3		Step 1	Step 2	Step 3	Step 4	Step 5
FY 25	Hourly	\$35.22	\$36.15	\$37.10	\$38.08	\$39.10
	Annual	\$76,924.98	\$78,947.73	\$81,031.16	\$83,177.09	\$85,387.41
FY 26	Hourly	\$35.84	\$36.78	\$37.76	\$38.76	\$39.79
	Annual	\$78,273.48	\$80,336.68	\$82,461.78	\$84,650.64	\$86,905.16
FY 27	Hourly	\$36.47	\$37.43	\$38.43	\$39.45	\$40.50
	Annual	\$79,648.95	\$81,753.42	\$83,921.02	\$86,153.65	\$88,453.26

COLLECTIVE BARGAINING AGREEMENT

Lieutenant

Grade 4		Step 1	Step 2	Step 3	Step 4	Step 5
FY 25	Hourly	\$33.03	\$34.02	\$35.05	\$36.10	\$37.18
	Annual	\$72,144.73	\$74,309.07	\$76,538.34	\$78,834.49	\$81,199.53
FY 26	Hourly	\$33.69	\$34.70	\$35.75	\$36.82	\$37.92
	Annual	\$73,587.62	\$75,795.25	\$78,069.11	\$80,411.18	\$82,823.52
FY 27	Hourly	\$34.37	\$35.40	\$36.46	\$37.55	\$38.68
	Annual	\$75,059.37	\$77,311.16	\$79,630.49	\$82,019.40	\$84,479.99

Lieutenant/EMT

Grade 5		Step 1	Step 2	Step 3	Step 4	Step 5
FY 25	Hourly	\$34.64	\$35.63	\$36.65	\$37.70	\$38.78
	Annual	\$75,644.73	\$77,809.07	\$80,038.34	\$82,334.49	\$84,699.53
FY 26	Hourly	\$35.30	\$36.31	\$37.35	\$38.42	\$39.53
	Annual	\$77,087.62	\$79,295.25	\$81,569.11	\$83,911.18	\$86,323.52
FY 27	Hourly	\$35.97	\$37.00	\$38.06	\$39.16	\$40.28
	Annual	\$78,559.37	\$80,811.16	\$83,130.49	\$85,519.40	\$87,979.99

Lieutenant/Paramedic

Grade 6		Step 1	Step 2	Step 3	Step 4	Step 5
FY 25	Hourly	\$37.38	\$38.37	\$39.39	\$40.45	\$41.53
	Annual	\$81,644.73	\$83,809.07	\$86,038.34	\$88,334.49	\$90,699.53
FY 26	Hourly	\$38.04	\$39.05	\$40.10	\$41.17	\$42.27
	Annual	\$83,087.62	\$85,295.25	\$87,569.11	\$89,911.18	\$92,323.52
FY 27	Hourly	\$38.72	\$39.75	\$40.81	\$41.90	\$43.03
	Annual	\$84,559.37	\$86,811.16	\$89,130.49	\$91,519.40	\$93,979.99