

## **Memorandum of Agreement**

### **Between the Town of Sudbury and**

### **The Sudbury Permanent Fire-Fighters Association,**

### **Local 2023 International Association of Fire-Fighters, AFL-CIO**

The Town of Sudbury (Town) and the Sudbury Permanent Fire-Fighters Association, Local 2023 International Association of Fire-Fighters, AFL-CIO (Union), hereby agree that their collective bargaining agreement in effect from July 1, 2009 through June 30, 2012 shall remain in full force and effect except as modified herein:

#### **I. Article XLI – Advanced Life Support (ALS) – Paramedics**

These items in this Article will commence when Sudbury begins to run an ALS service using the Sudbury Fire Dept. Personnel.

1. Town and Union agree to a paramedic pay differential of \$4200 when the Town begins to run a licensed paramedic ambulance. This differential includes teaching the ALS/BLS Interface Training Class (referred to in item #6 of this MOA) to the EMT-B's. This may require teaching more than one class in a fiscal year.

Town will create a classification called EMT-P and add \$4200 to each step of the base pay for an EMT-B to create the wage schedule for this EMT-P classification.

(This includes FF EMT-P, Lieutenant EMT-P, and Captain EMT-P.)

2. The Town reserves the right to determine the number of paramedics serving on the department.

a. Employees who wish to become trained to the EMT-Paramedic level shall notify the Chief of Department in writing by October 15<sup>th</sup> to be considered for the next eligible fiscal year after FY12. Selection of qualified EMT-Bs for EMT-P training shall be by seniority with approval by the Chief of Department. If the Chief passes over a senior EMT-B who has expressed an interest in pursuing EMT-P, the Chief shall, on request of the passed over candidate, provide a written reason as to why the candidate was passed over. The Town's selection of employees for Paramedic training shall be final and shall not be subject to the Grievance and Arbitration procedure.

b. The candidate selected will attend a Massachusetts accredited training program selected by the Chief of Department.

c. Employees attending Paramedic School shall receive a one-time only Education Incentive of \$6,000 to be paid in installments as stated in "d". This incentive is to be paid in lieu of weekly overtime, mileage, and travel expenses. If available a department vehicle will be made available for employees to use to and from training, at discretion of Chief.

d. Once the Paramedic candidate has completed the classroom training with a passing grade the candidate will be paid \$2,000 of the \$6,000 Education Incentive payment. Once the Paramedic candidate completes the clinical program with a passing grade, he will be paid \$2,000 of the Education Incentive payment. Upon the Paramedic candidate's achievement of OEMS Paramedic Certification and upon passing a paramedic simulation lab functional skills exam with the approval of the Medical Control Director, the final \$2,000 Education Incentive payment will be made.

e. The Town will pay for all required (as determined by the Chief and the Medical Control Director) costs, fees, and training materials including, but not limited to: Tuition, books, uniforms, parking fees, lab materials, and clinical internship costs. This is based upon attendance at a Massachusetts accredited program.

f. When the employee's regularly schedule shift conflicts with the training program requirements the employee will be granted time off from duty to attend training including reasonable travel time, at no cost to the employee.

g. Upon successful completion of the required training any employee receiving any EMT-P payments under this section shall agree to maintain their EMT-P certification and privileges for a minimum of ten (10) consecutive years. If the employee does not maintain certification for ten (10) years, the employee will reimburse the Town for the costs of tuition and the Educational Incentive on a Pro Rated basis for the months that he does not maintain certification. If the employee is unable to perform the essential functions of the job due to health related issues (verified in writing by a physician), he will not be required to reimburse the Town. The Fire Chief shall have authority to waive this requirement for reimbursement, with the approval of the Town Manager, at his sole discretion without any right of grievance, if he determines that circumstances warrant.

A Statement of Commitment to train within the confines of the program must be signed by any employee attending the program prior to funding that employee's Training.

Employees hired as EMT-Paramedics shall be required to maintain that certification as a condition of continued employment with the Town so long as the Town provides an ALS program.

The Town and Union will mutually agree on language of the statement of commitment.

**3.** The Town agrees to pay the cost of tuition, fees and training materials associated with any re-certification requirements for paramedics per OEMS and/or the Medical Control Director. The Town will continue the current practice of providing "Con Ed" hours and CPR Recertification on duty. All Re-certification hours required per OEMS and/or the Medical Control Director as well as M&M rounds, remedial training or other required training attended while off-duty will be compensated at time and one half. Overtime hours will require Chief's approval. EMT-B's will be expected to participate in any in-house training for EMT-P's if the training is held during the EMT-B's regularly scheduled hours.

**4. Town will create a new Special Position of Emergency Medical Services (EMS) Coordinator.**

Town agrees to \$2,000 stipend with a job description to be developed by the Chief of Department and ALS committee. This person must be a paramedic.

**5. Town will create a new Special Position of Equipment/Supplies/Recertification Coordinator.**

Town agrees to this logistical position \$1,200 stipend with a job description to be developed by the Chief of Department and ALS committee. This person must be a paramedic.

6. In Year 2, (no earlier than FY 14), and for each year thereafter, the Town will pay a \$300 ALS-BLS Interface Training Stipend to each EMT-B upon completing of an ALS/BLS Interface Training class. It is understood between the parties that all EMT-B personnel must complete the training, therefore it may be required that an EMT- P teach more than one class in a fiscal year. In no case will any member receive more than one \$300 Interface Training stipend in a fiscal year. The Town expects this training to take place during an employee's regularly scheduled shift; no overtime will be paid for the specific purpose of teaching or taking the class. Each EMT-P must teach this course as a requirement of their pay differential referred to in Item #1.

If an EMT-B becomes an EMT-P, he/.she will no longer receive this \$300 Training stipend; however he/she will be required to teach this class as part of the requirement of the pay differential referred to in Item #1.

In Year 2, (no earlier than FY 14), and for each year thereafter, before November 1st, the EMS Coordinator (special position in #4) shall provide a written list to the Chief listing all EMT-P personnel who have taught and all EMT-B personnel who have completed the Paramedic/Basic Interface Training Class that is required in order for EMT-B's to receive the \$300 stipend. Anyone who has not completed the class by November 1st will not receive the ALS-BLS Interface Training Stipend for that fiscal year. The Stipend will be paid to all eligible currently employed EMT-B personnel in the 1st paycheck in December of the same fiscal year in which the above requirements were completed.

Curriculum for the class will be based on the Office of Emergency Medical Services Administrative Requirement 2-26, effective November 10, 2010.

**7. INFECTIOUS/COMMUNICABLE DISEASE**

Employees who have a documented exposure to an infectious/communicable disease may have the infectious/communicable disease designated as an injury in the line of duty, in accordance with this article.

It is the goal of the Town of Sudbury to adequately protect all members of the Fire Department from risk of transmission of communicable diseases, not only during emergency incidents but also in all work environments. The Town recognizes the potential for exposure of its members to communicable diseases in the performance of their duties; such exposure could manifest itself at the time of exposure or some future date. This provision shall apply to contagious diseases, which may

in general result from any exposures to blood and other bodily fluids of the sick/deceased including all Hepatitis, tuberculosis, HIV/AIDS, Meningitis or any other similar infectious/contagious diseases listed with the U.S. Center for Disease Control and which occur on duty. Employees will take all reasonable precautions to avoid exposure to infectious diseases. The Town will take reasonable precautions and maintain Injury/Accident reports on behalf of its employees for incidents arising from disease and exposure for which the Town is properly and promptly notified.

#### Exposure to Infectious/Communicable Disease

Any employee who suspects he/she may have been exposed to an infectious disease while on duty must report the incident to the Fire Chief no later than 36 hours of the suspected exposure or within 24 hours of receiving notification from a medical professional of said exposure. If the employee fails to comply with this requirement, the employee waives the right to claim that the exposure occurred on duty.

Upon the advice of a physician, the Fire Chief or his designee will require the employee to be tested and/or evaluated by a medical physician (including any retesting and/or re-evaluation). In the event it is determined that a test for infectious/communicable disease is warranted the only information the Town shall be provided from the results of any such test shall be whether or not the employee tested positive or negative for the identified infectious or communicable disease. If the employee refuses to be tested and/or evaluated, the employee will have waived both verification under this Agreement that the exposure or infection occurred in the line of duty, and the right to claim that this particular exposure occurred in the line of duty. The Town will reimburse the employee for any costs incurred with the testing.

#### Infectious/Communicable Disease Training

With the on-going concern toward the spread of infectious disease, the Employer agrees to provide training and equipment, in accordance with applicable laws, rules, and regulations pertaining to emergency health care providers, to prevent employees from being exposed to these diseases.

The employees agree that they will participate in the training, use the equipment and follow training protocols.

#### Infectious/Communicable Disease Immunizations

The Town will make available Hepatitis B and Tetanus vaccine to all Firefighters.

To the extent that Hepatitis B and Tetanus vaccines are covered by the employees' health insurance, the employee shall submit the vaccination claim/cost to the employee's health insurance provider and the Town will reimburse the employee for their cost for the injections.

### **8. ALS Program Discontinued**

If the Town discontinues the ALS Program described in this agreement, all affected employees will revert back to the prior conditions of employment and be subject to the current contract language and compensation schedules existing at the time ALS is discontinued. Anyone who was hired as a Paramedic with the condition of employment of continuing their Paramedic status will no longer be required to do so if the Town is no longer running the ALS program referred to in this MOA, and will become an EMT - B. EMT -B's will be required to continue their status as an EMT-B. It will be the sole decision of the Town to continue or discontinue the ALS Program described in this agreement.

**9. Third Party ALS**

The Town retains the right to enter into such ALS back-up agreements as may be required by OEMS or advantageous to the Town of Sudbury.

## **10. Letter of Support**

The union will provide a letter of support to OEMS within 72 hours of both parties approving the ALS Memorandum of Agreement.

## **11.**

The parties agree that an essential component of the ALS Program is having two paramedics on duty. The parties agree that "Paramedic" shall be considered a distinct rank. Accordingly, when the decision is made to fill a shift with overtime the Town may call in a Paramedic whenever a Paramedic is absent for any reason.

**12.** "In the event of any employee reductions members with the least department seniority will be laid off first."

### Recall

For a period of twenty-four (24) months following lay-off by the Town, should the Town desire to hire additional employees, laid off employees shall be recalled prior to appointment of any new personnel. Recall shall be in order of the employee with the highest level of seniority recalled first. Notice shall be via certified mail to the employee's last known address. Employees are responsible to keep the Department informed as to their current address. A recalled employee shall notify the Fire Chief within fourteen (14) calendar days of recall of his/her intention to accept the assignment. Recall rights will be deemed waived after this fourteen (14) day period. Employees must be available to work within thirty (30) days of receiving notice in order to be eligible for recall.

Employees on lay-off shall not accrue seniority nor, shall any employee lose any seniority already earned prior to the layoff.

Employees on lay-off who wish to be Recalled are responsible to maintain their licenses and certifications held prior to the layoff.

## **II. Combined Dispatch**

The parties acknowledge that the Town has implemented combined dispatch services located at the Police Station and staffed on a regular basis by civilians. The Union by executing this agreement waives any and all possible claims it may have had concerning the implementation and/or impact the implementation of combined dispatch has or may have in the future. This waiver includes but is not limited to any claim for lost overtime and/or so-called light duty opportunities. Further, the Union agrees to withdraw with prejudice the grievance it filed concerning combined dispatch. The Town shall provide Dispatch Training to the six individuals who have indicated a willingness to undergo and commenced said training with the understanding that they will accept a reasonable number of shift opportunities after completing training. Additional training opportunities after these six shall be at the discretion of the Town.



III. Fifth Step

In exchange for the Union's agreements contained herein the parties agree to the establishment of a new top-step. The new top step shall be \$400 (\$412 with 3% COLA) above the current top step effective 7/1/12; however this additional step will not take effect in the paychecks until 10/1/12. Effective 7/1/13 \$100 will be added to this new maximum step.

**Article XLII Duration of Agreement**

1. The terms of this MOA will be incorporated into the body of the parties' collective bargaining agreement by the Town and it shall be made available to the Union for review prior to printing.
2. This Agreement is subject to funding and ratification by the Town and ratification by the Union.

For the Town:

James A. DeLeo  
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Date: 3/28/13

For the Union:

[Signature]  
[Signature]  
[Signature]  
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Date: March 21 2013