

**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 to a new three-year collective bargaining agreement to be effective from July 1, 2012 to June 30, 2015. This agreement is subject to ratification by the Union, ratification by the Board of Selectmen and to the extent necessary funding by Town Meeting at the next Town Meeting following ratification by both parties. The terms and conditions of the parties' collective bargaining agreement dated July 1, 2009 to June 30, 2012 shall remain in effect, except as modified below:

**1. Article X, Section 3 and Appendix "A"**

Article X, Section 3 and Appendix A shall be amended to reflect the following changes:

Effective 7/1/12, all steps on the salary schedule shall be increased by three percent (3%);

Effective 7/1/13, all steps on the salary schedule shall be increased by two and one-half percent (2.5%);

Effective 7/1/14, all steps on the salary schedule shall be increased by two percent (2 %), with the exception of the top step which shall be increased by two and one-half percent (2.5%);

**2. Article X, Section 5**

**A new Section 5 (a) shall be added:**

All bargaining unit members agree to enroll in Direct Deposit within four weeks of this agreement being ratified by Board of Selectmen and Union. In the future, paper paychecks will be issued only in special circumstances, such as an employee's first and last paycheck with the Town.

**3. Mitigation Payments for FY 14 and FY 15**

Annual Mitigation payments of \$400 for Year 2 and Year 3 of contract to those who were impacted by our transition to the GIC and received mitigation payments in FY 13. These two mitigation payments will be paid through payroll when administratively feasible, though it is anticipated that each of the two payments will be made by the second paycheck in October, and will be taxable income. (This would not include new hires or current employees who were not covered by a GIC plan through the Town of Sudbury as of 7/1/12.) In order to get the Mitigation payments in FY 14 and FY 15, the union members would have to remain on the GIC plans for each of these years.

**4. New Dental Plan:** If all union contracts (including DPW and Engineering) have been ratified by March 30, 2013, the Town will endeavor to implement a new dental plan for FY 14 with higher benefit limits. If practicable, the amounts would be comparable to the following:

\$1000 maximum calendar year benefit

\$50/\$150 annual deductible

100% Preventive;

80% Minor Restorative (Basic);

50% Major Restorative

The annual increase in premium cost to employees for FY 14 is *projected* to be \$6.99 for an individual plan and \$17.61 for a family plan. This projection is based on the current lowest bid. *(The Town will follow its usual process in regard to implementing the new plan, which would include meeting with the IAC).*

5. Article XIX – Insurance Benefits

This Article shall be deleted and replaced with:

INSURANCE BENEFITS

Section 1. Life insurance as presently in existence shall remain in force.

Section 2. The Town will provide a group medical insurance plan. Health Insurance Contribution Rates shall be as follows:

- a) Employees hired prior to July 1, 2009 shall contribute toward the premium in accordance with the following schedule (note the three employees who were hired between July 1, 2009 and the ratification of MOA for FY10 to FY 12 CBA (as referred to in said MOA) shall be considered “grandfathered” at the following contribution percentage split) :

	<u>Town Percentage</u>	<u>Employee Percentage</u>
HMO:	80%	20%
POS/PPO/Indemnity:	65%	35%

- b) All other employees hired on or after July 1, 2009 shall contribute toward the health insurance premiums as follows:

	<u>Town Percentage</u>	<u>Employee Percentage</u>
HMO:	70%	30%
POS/PPO/Indemnity:	55%	45%

- c) The cap on the non-reimbursed Flexible Spending Account will be allowed to the maximum allowed by IRS Regulations, **BUT** not to exceed a maximum of \$5,000.
- d) Blue Cross/Blue Shield's Master Dental, or its equivalent, the Town shall contribute seventy-five percent (75%) of the premium and the employee shall contribute twenty-five percent (25%) of the premium. If less than seventy percent (70%) of the eligible Town employees elect coverage under Blue Cross/Blue Shield Master Dental, then the plan does not have to be offered. In such event, the Town will make a good faith effort to provide equivalent dental coverage at an equivalent or less cost.

Section 3. The provision of the plans described in Section 2 shall satisfy the Town's obligations under the terms of the parties' existing collective bargaining agreement.

Section 4. The Town will not itself operate the plan, but the insurance company or companies will administer the benefits of said plan(s), which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. Any claims or disputes concerning the eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and shall not be subject to the grievance-arbitration procedure.

**6. Article XXXVII Promotions Shall be revised as follows:**

Section 1. The following shall be added to the end of the first Paragraph: "Upon achieving a passing grade in a promotional examination, candidates shall be awarded one half of a point for each full year of employment as a Firefighter or Fire Officer in the Sudbury Fire Department up to a maximum of five (5) points."

Section 4. If a vacancy exists in the Captain rank the exam shall be open only to the Lieutenants. However, if less than three Lieutenants register for the exam, the exam shall be opened to Fire-Fighters subject to Section 5. In this case Fire-Fighters shall notify the Chief in writing within 10 days of the posting their intent to take the exam. Eligibility to take the Captain promotional examination shall be either (1) a minimum of ten (10) years continuous service or (2) nine (9) years continuous service and a minimum associate degree in Fire Science or Fire Management.

Section 5. Eligibility to take the Lieutenant promotional examination shall be either (1) a minimum of six (6) years of continuous service or (2) five (5) years continuous service and a minimum associate degree in Fire Science or Fire Management.

**7. New Article: Humanitarian Leave:**

The parties agree that in the event of a disaster outside the Town of Sudbury where conditions warrant the need for significant humanitarian aid, the Chief in his discretion may approve the request of employee (s) for leave to assist victims of the disaster. Any request for leave shall specify the requested duration. Decisions made by the Chief under this article shall be neither grievable nor arbitrable.

If a request for Humanitarian Leave is approved the employee shall receive the employee's normal weekly pay. If either FEMA or other supervising local agency requests that an employee work overtime, then the employee shall be compensated for such overtime provided that the employee has sought and received overtime approval from the Chief. Employees on Humanitarian Leave shall be covered by the provisions of MGL c. 41 Section 111F when providing Humanitarian Leave work.

Employees on Humanitarian Leave shall not be entitled to any other reimbursement or compensation and shall promptly sign over to the Town any amount, pay or reimbursement received by any third party related to the Humanitarian Leave services.

**8. Article XLI - DURATION OF AGREEMENT**

The agreement will be effective for a period of three years, from July 1, 2012 through June 30, 2015.

1. Duration

Article XLI: Replace "July 1, 2009 through June 30, 2012" with: "July 1, 2012 through June 30, 2015."

2. 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. The phrase "on the date of execution of this agreement" will be replaced with the actual date of execution of this agreement. The integration process will not delay the process of executing and funding this agreement.

3. This Agreement is subject to funding and ratification by the Town and ratification by the Union.

For the Town:

[Handwritten Signature]

Date: 3/28/13

For the Union:

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

March 21, 2013

FY13

FY13

Effective 7/1/2012 - 9/30/2012

Effective 10/1/2012 - 6/30/2013

FIRE DEPARTMENT

	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>MAX</u>	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MAX</u>
Firefighter											
Annual	47,916	49,024	50,107	51,287	53,317	47,916	49,024	50,107	51,287	53,317	53,729
Hourly	21.86	22.36	22.85	23.39	24.32	21.86	22.36	22.85	23.39	24.32	24.51
Firefighter/EMT											
Annual	50,156	51,265	52,351	53,530	55,649	50,156	51,265	52,351	53,530	55,649	56,061
Hourly	22.88	23.38	23.88	24.42	25.38	22.88	23.38	23.88	24.42	25.38	25.57
Lieutenant											
Annual	54,742	56,010	57,247	58,596	60,915	54,742	56,010	57,247	58,596	60,915	61,385
Hourly	24.97	25.55	26.11	26.73	27.78	24.97	25.55	26.11	26.73	27.78	28.00
Lieutenant/EMT											
Annual	57,303	58,571	59,811	61,157	63,578	57,303	58,571	59,811	61,157	63,578	64,050
Hourly	26.14	26.72	27.28	27.90	29.00	26.14	26.72	27.28	27.90	29.00	29.21
Fire Captain											
Annual	62,543	63,992	65,405	66,946	69,595	62,543	63,992	65,405	66,946	69,595	70,132
Hourly	28.53	29.19	29.83	30.54	31.74	28.53	29.19	29.83	30.54	31.74	31.99
Fire Captain/EMT											
Annual	65,469	66,917	68,333	69,872	72,638	65,469	66,917	68,333	69,872	72,638	73,177
Hourly	29.86	30.52	31.17	31.87	33.13	29.86	30.52	31.17	31.87	33.13	33.38

Single Rated Effective 7/1/2012 - 6/30/2013

Fire Prevention Officer	\$800 /year
Fire Alarm Superintendent	\$800 /year
Master Mechanic	\$800 /year
Technology Coordinator	\$800 /year
Fire Department Training Officer	\$800 /year
Emergency Medical Tech. Coord.	\$800 /year
Fire Alarm Foreman	\$800 /year

FY14

Effective 7/1/2013 - 6/30/2014

FIRE DEPARTMENT

	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MAX</u>
Firefighter						
Annual	49,114	50,250	51,360	52,569	54,650	55,175
Hourly	22.40	22.92	23.43	23.98	24.93	25.17
Firefighter/EMT						
Annual	51,410	52,547	53,660	54,868	57,040	57,565
Hourly	23.45	23.97	24.48	25.03	26.02	26.26
Lieutenant						
Annual	56,111	57,410	58,678	60,061	62,438	63,037
Hourly	25.59	26.19	26.76	27.40	28.48	28.75
Lieutenant/EMT						
Annual	58,736	60,035	61,306	62,686	65,167	65,768
Hourly	26.79	27.38	27.96	28.59	29.72	30.00
Fire Captain						
Annual	64,107	65,592	67,040	68,620	71,335	72,020
Hourly	29.24	29.92	30.58	31.30	32.54	32.85
Fire Captain/EMT						
Annual	67,106	68,590	70,041	71,619	74,454	75,140
Hourly	30.61	31.29	31.95	32.67	33.96	34.27

Single Rated Effective 7/1/2013 - 6/30/2014

Fire Prevention Officer	\$800 /year
Fire Alarm Superintendent	\$800 /year
Master Mechanic	\$800 /year
Technology Coordinator	\$800 /year
Fire Department Training Officer	\$800 /year
Emergency Medical Tech. Coord.	\$800 /year
Fire Alarm Foreman	\$800 /year

FY15

Effective 7/1/2014 - 6/30/2015

FIRE DEPARTMENT

	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MAX</u>
Firefighter						
Annual	50,096	51,255	52,387	53,620	55,743	56,554
Hourly	22.85	23.38	23.89	24.46	25.43	25.80
Firefighter/EMT						
Annual	52,438	53,598	54,733	55,965	58,181	59,004
Hourly	23.92	24.45	24.96	25.53	26.54	26.91
Lieutenant						
Annual	57,233	58,558	59,852	61,262	63,687	64,613
Hourly	26.11	26.71	27.30	27.94	29.05	29.47
Lieutenant/EMT						
Annual	59,911	61,236	62,532	63,940	66,470	67,412
Hourly	27.33	27.93	28.52	29.16	30.32	30.75
Fire Captain						
Annual	65,389	66,904	68,381	69,992	72,762	73,821
Hourly	29.83	30.52	31.19	31.92	33.19	33.67
Fire Captain/EMT						
Annual	68,448	69,962	71,442	73,051	75,943	77,019
Hourly	31.22	31.91	32.59	33.32	34.64	35.13

Single Rated Effective 7/1/2014 - 6/30/2015

Fire Prevention Officer	\$800 /year
Fire Alarm Superintendent	\$800 /year
Master Mechanic	\$800 /year
Technology Coordinator	\$800 /year
Fire Department Training Officer	\$800 /year
Emergency Medical Tech. Coord.	\$800 /year
Fire Alarm Foreman	\$800 /year

FY14 - Paramedics  
 Effective 7/1/2013 - 6/30/2014

FIRE DEPARTMENT

	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MAX</u>
Firefighter/EMT-P						
Annual	55,610	56,747	57,860	59,068	61,240	61,765
Hourly	25.36	25.88	26.39	26.94	27.93	28.17
Lieutenant/EMT-P						
Annual	63,534	64,833	66,105	67,485	69,967	70,567
Hourly	28.98	29.57	30.15	30.78	31.91	32.19
Fire Captain/EMT-P						
Annual	72,588	74,072	75,525	77,102	79,937	80,623
Hourly	33.11	33.79	34.45	35.17	36.46	36.77

Additional Stipends (7/1/2013 - 6/30/2014)

EMS Coordinator	\$2000/year
Equipment/Supplies/Recert Coordinator	\$1200/year



FY15 - Paramedics  
Effective 7/1/2014 - 6/30/2015

FIRE DEPARTMENT

	<u>MIN</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>MAX</u>
Firefighter/EMT-P						
Annual	56,722	57,882	59,017	60,249	62,465	63,309
Hourly	25.87	26.40	26.92	27.48	28.49	28.88
Lieutenant/EMT-P						
Annual	64,805	66,130	67,427	68,835	71,366	72,331
Hourly	29.56	30.16	30.75	31.40	32.55	32.99
Fire Captain/EMT-P						
Annual	74,040	75,553	77,036	78,644	81,536	82,639
Hourly	33.77	34.46	35.14	35.87	37.19	37.69

Additional Stipends (7/1/2014 - 6/30/2015)  
 EMS Coordinator \$2000/year  
 Equipment/Supplies/Recert Coordinator \$1200/year