

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF ACTON
AND THE
ACTON PERMANENT FIREFIGHTERS LOCAL #1904
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO**

NOW COME, the Town of Acton (hereinafter "Town") and the Acton Permanent Firefighters Local #1904, International Association of Firefighters AFL-CIO (hereinafter "Union") who enter into the following Agreement.

WHEREAS, the parties seek to maintain a harmonious relationship between the parties;

WHEREAS, the parties seek to enter into an extension of their collective bargaining agreement and to cover the period July 1, 2016 through June 30, 2019;

The terms of the current collective bargaining agreement shall remain in effect unless modified below

1. Article 2 Miscellaneous Rights

Section 7:

Amend the section to read as follows:

All new employees shall be provided with a copy of the Department's rules and regulations and information which describes their salary and benefits. New employees shall sign and acknowledgement of receipt of the Department's rules and regulations.

Section 11:

Amend the first sentence to read as follows:

The Town's Professional Standards of Conduct policy shall be given to all unit members who shall sign an acknowledgement of receipt.

2. Article 11 Sick Leave

Add new Section to Article entitled Annual Sick Leave Buyback

Members of the bargaining unit shall be eligible for the following annual sick leave buyback based upon the number of sick shifts used in a fiscal year.

<u>Sick Shifts Taken</u>	<u>Payment from Town</u>	<u>Shifts Surrendered from Sick Leave Account</u>
0	\$1000	5
1	\$900	4
2	\$800	3
3	\$600	2
4	\$400	1
5	0	0

The annual sick leave buyback payment shall be made to members of the bargaining unit with the last paycheck in July.

3. Article 13 Health Insurance

Section 9. Delete the following language:

Section 9: Co-Pays: Effective July 1, 2012 members of the bargaining unit who participate in any group health insurance offered by the Town shall pay the following co-pays:

Office Visit Co-Pay \$20
Specialist Office Visit \$35
ER \$100
Hospital \$200
Day Surgery \$100
High Tech Imaging \$100 (CAT/CT/PET Scans)
Rx 10/25/40 for 30 Days
Rx \$20/\$50/\$80 for 90 Days

4. Article 20 Salaries

Section 1.

The annual salary schedules shall be increased as follows:

July 1, 2016 2.5%
July 1, 2017 2.5%
July 1, 2018 2.5%

The pay differential between the salary of a Firefighter and Lieutenant shall be increased from 3% to 4% effective July 1, 2016 and from 4% to 5% effective July 1, 2018.

The pay differential between the salary of a Lieutenant and Captain shall be increased from 3% to 4% effective July 1, 2016 and from 4% to 5% effective July 1, 2018.

5. Article 24 EMT Stipend

Add the following language to the Article.

EMT B Stipends

Effective July 1, 2017 the EMT-B stipend shall be 4% of the employee's base salary.

Effective July 1, 2018 the EMT-B stipend shall be 6% of the employee's base salary.

EMT P Stipends

Effective July 1, 2017 the EMT-P stipend for a Firefighter shall be 9% of the employee's base salary.

Effective July 1, 2018 the EMT-P stipend a Firefighter shall be 14% of the employee's base salary.

Effective July 1, 2017 the EMT-P stipend for an Officer shall be 7% of the employee's base salary.

Effective July 1, 2018 the EMT- P stipend for an Officer shall be 10% of the employee's base salary.

The EMT-P stipends are inclusive of the EMT-B stipends.

Contingency:

If ALS Ambulance service implementation is delayed from July 1, 2017 to July 1, 2018 the EMT-B 4% stipend will be effective on July 1, 2017. No EMT-P Stipend will be paid on July 1, 2017.

Effective July 1, 2018 with the implementation of ALS Ambulance Service the EMT-P stipend for a Firefighter shall be 9% of the employee's base salary, the EMT-P stipend for an Officer shall be 7% of the employee's base salary and the EMT-B stipend shall be 6% of the employee's base salary.

The EMT-P stipends are inclusive of the EMT-B stipends

If ALS Ambulance service is not implemented during the term of this agreement. Officers who are EMT-B certified will receive the 4% stipend and the Officer differential. No EMT-P Stipend will be paid.

6. Article 25 Promotional Policy

Add language to the second to last paragraph of Section 3 Procedure to state that a promotional exam for the ranks of Lieutenant and Captain shall be offered at least every two (2) years.

7. Add New Article Advanced Life Support

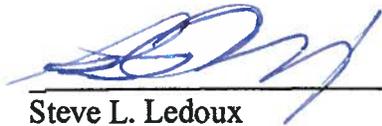
The parties agree to incorporate the attached Memorandum of Agreement regarding the implementation of an Advanced Life Support Ambulance Service as a new Article in the Agreement.

The parties shall withdraw all other proposals put forward during negotiations for this collective bargaining not addressed in this Memorandum of Agreement.

The terms of this Memorandum of Agreement are subject to ratification by the Union membership.

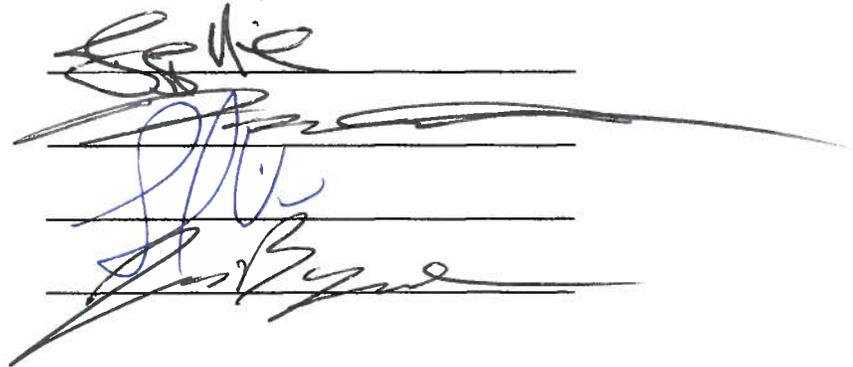
The cost items contained herein are subject to appropriation at the next scheduled Town Meeting.

TOWN OF ACTON



Steve L. Ledoux

**ACTON PERMANENT FIREFIGHTERS
LOCAL # 1904, IAFF, AFL-CIO**



**MEMORANDUM BETWEEN
THE TOWN OF ACTON
AND
ACTON PERMANENT FIREFIGHTERS LOCAL #1904
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO**

1. Effective July 1, 2017 it is the intention of the Town of Acton to provide ALS using the Firefighters of the Acton Fire Department. To accomplish that end the parties shall make a good faith effort to identify and adjust all the sections of the current collective bargaining agreement that maybe affected by the initial ALS program, training or by providing ALS services. The parties agree that any related language will not inadvertently increase, expand or decrease the benefits to either the Town or the Union that were not specifically bargained for during the negotiation.

2. If the parties mutually agree that any section of the language of the collective bargaining agreement conflicts with the language contained in the memorandum of agreement or was inadvertently overlooked, the parties will meet within thirty (30) days to negotiate a solution that is mutually agreeable.

3. Paramedic Selection.

The Town at its discretion may fill its needs for Paramedics by use of existing firefighters who are certified Paramedics; train existing members of the bargaining unit to deliver Paramedic services; hire additional Paramedics or a combination of all the options.

The Town, consistent with any requirement of the Office of Emergency Medical Services (OEMS), shall retain the right to determine how many Paramedics will be scheduled on the ambulance and how many Paramedics shall be employed by the Town.

All members of the bargaining unit shall be eligible to apply for Paramedic training offered by the Town. The Fire Chief or his designee shall select the firefighters who shall receive the Paramedic training. The selection of the firefighters who shall receive the training shall be final and not subject to the Grievance and Arbitration Procedure. The selection by the Fire Chief may be subject to the approval of the Medical Control Director.

The Fire Chief shall select the Paramedic training program and the location of the program that firefighters will attend. He may approve any accredited paramedic program.

4. Paramedic Certification Incentive.

- a. The number of bargaining unit members who may attend Town sponsored training shall be determined by the Fire Chief and may not exceed the available funding.

- b. The Town shall pay for all required (as determined by the Fire Chief and Medical Control Director) costs, fees, and training materials including, but not limited to: tuition, books, uniforms, lab materials and clinical internship costs. This is based upon attendance at a Massachusetts accredited program.
- c. Firefighters selected and sponsored for training by the Town who are attending Paramedic Certification School shall receive an incentive in the amount of \$6000.00. This incentive is to be paid in lieu of weekly overtime, mileage and travel expenses. The incentive shall be dispersed as follows. Upon completion of the classroom training the candidate will be paid \$2000.00 of the incentive provided the candidate met all the attendance requirements of the program; \$2000.00 shall be paid upon completion of the clinical program provided the candidate met all the attendance requirements of the program and \$2000.00 shall be paid upon completion of the Paramedic candidate's achievement of OEMS Paramedic Certification (passing the Commonwealth's certification test) and passing a Paramedic simulation lab functional skills exam with the approval of the Medical Control Director.
- d. A firefighter who fails the Commonwealth's certification test may retake the certification test twice (2) by sitting for the next available test but within one year.

Town sponsored firefighters will be released from duty with appropriate time to travel to and from class, without loss of pay. The Town will assume responsibility for scheduling coverage. Off duty employees attending classes shall not be eligible for compensation for time spent in training or traveling to and from class.

Upon successful completion of the Town sponsored training an employee who receives payments under this section shall be required to maintain the EMT- Paramedic certificate for ten (10) consecutive years. If the employee does not maintain the EMT-Paramedic certificate the firefighter shall reimburse the Town of all costs set out in section 4 (b) above and the Incentive set out in section 4(c).

Firefighters who are sponsored by the Town agree that upon successful completion of the program that maintenance of the EMT-Paramedic certification is a condition of employment for a ten (10) year period beginning July 1, 2016. Firefighters who are hired after July 1, 2013 with an EMT-Paramedic certificate agree that maintenance of the certificate is a condition of employment for ten (10) years. The Town may waive this condition of employment. Firefighter-Paramedics after the ten (10) year period may apply to the Fire Chief or his designee for approval to surrender the EMT-Paramedic certificate. The request shall be granted provided it does not impact on the ability of the Department to meet the OEMS minimum staffing requirement of Paramedics. If more than one Paramedic requests to surrender their EMT-Paramedic certificate and only one may be granted the seniority of the employee shall be the determining factor. A firefighter who is unable to perform the essential functions of the position due to health related reasons will not be required to reimburse the Town.

A firefighter who is selected for the Town sponsored training shall be required to execute a statement of commitment setting out the above requirements.

5. Paramedic Certificate Condition of Employment.

The Town, under the guidelines of OEMS, and the Medical Director, shall determine the number of EMT- Paramedics necessary to operate an ALS ambulance service, plus one additional Paramedic. The Town and the Union agree that all new hires that have been hired with an EMT- Paramedic certificate since July 1, 2013 shall be required to maintain that certificate as a condition of employment.

6. New Classification:

Effective July 1, 2017 the Town shall create new classifications: Firefighter- Paramedic, Lieutenant- Paramedic and Captain-Paramedic. The positions shall be compensated according to the Wage schedule agreed to by the parties

ALS Medical Coordinator:

An ALS Medical Coordinator position shall be created. The Coordinator shall be selected by the Chief. The position must be filled by a Paramedic with at least three (3) years of Paramedic experience and two (2) years employment with the Town. The ALS medical coordinator position shall be an administrative position with a Monday- Friday work schedule of forty (40) hours. There is no additional wage for the ALS Medical Coordinator position other than being placed on the appropriate Paramedic wage scale.

The ALS Medical Coordinator will be put into place and begin January 1, 2017 in order to prepare for the implementation of the ALS program. The ALS Medical Coordinator will be compensated with a one-time payment January 1, 2017 at a rate of \$4500.

The ALS Medical Coordinator will form and chair a Paramedic Oversight Committee which will consist of three (3) other Paramedics. The ALS Medical Coordinator shall consult with the Fire Chief before scheduling a Paramedic Oversight Committee Meeting.

Firefighter-Paramedics shall be ranked according to seniority as a Firefighter-Paramedic. Seniority within this classification shall be controlling for overtime shifts that require a Firefighter Paramedic. There will be one integrated seniority list in the department for layoffs.

(i) Per Diem Paramedics.

The Town reserves the right to provide ALS services by utilizing non bargaining unit personnel or by participating in a non- fire department based regional collaborative and to enter into such ALS backup agreements as may be required by OEMS. The Town will not hire individual per diem paramedics to work on the Acton Fire Department ambulance. The commitment not to hire per diem paramedics to work on the Acton Fire Department ambulance

does not impede or prohibit the Town from maintaining its past practice of hiring temporary employees.

(ii) Discontinuance of ALS Program.

If the Town decides to discontinue the ALS program, all affected employees will revert back to the prior conditions of employment as an EMT-B and be subject to the current contract language and compensation schedules.