

MEMORANDUM OF AGREEMENT

**AGREEMENT
BETWEEN**

THE TOWN OF WALPOLE

AND

**THE WALPOLE PERMANENT
FIRE FIGHTERS ASSOCIATION**

JULY 1, 2008 THROUGH JUNE 30, 2011

(Only Proposed Changes Are Included Herein)

ARTICLE II - MANAGEMENT RIGHTS - ASSOCIATION RESPONSIBILITIES

- c. 9. a.. There shall be assigned to each tour of duty a combination, so designated by the Fire Chief, of officers/acting officers, firefighters, firefighter/EMTs, and/or firefighter/EMT/Paramedics that shall not number less than seven (7), **provided that of the seven (7), one shall be a Captain, one shall be a Lieutenant, and five (5) shall be FF/EMTs of which at minimum two (2) shall be at the Paramedic level.** **This language will not supersede Article XXX Job Layoff And Recall article.** ~~and shall increase to eight (8) on September 1, 2005 or when the East Walpole station opens full time whichever shall occur first.~~ However, in the event that a reduction(s) in force as a result of layoff(s) of the Walpole Fire Department would otherwise result in a regular tour of duty staffing of less than eight (8), this section shall be voided.

*This provision will reduce minimum shift coverage from previous level of 8 per shift.
Expected to reduce overtime costs.*

- 12. A Safety Committee shall be established consisting of two firefighters, one lieutenant and one Captain, all to be selected by the Union, as well as the Deputy Fire Chief and the Fire Chief. The Committee shall meet not less than twice per year at the discretion of the Fire Chief.**

Establishes a new in-house committee to work on safety matters with the Chief of the Department.

ARTICLE IX - HOURS OF WORK AND OVERTIME

- f. All full time personnel covered by this agreement shall be restricted to a maximum of **four (4)** ~~three (3)~~ consecutive shifts. **However, no personnel shall be required to work beyond the third consecutive shift. In no case will any personnel work more than four (4) consecutive shifts** unless otherwise authorized by the Fire Chief.

Clarifies extra duty assignments and establishes maximum duty hours.

- i. The detail rate for fire fighters working private duty details ordered by the Chief or his/her designee shall be equal to one and one-half times the hourly rate of the top step union employee. Private duty details in excess of eight (8) hours shall be compensated at a rate of two times the top step union employee. Private duty details cancelled with less than twelve (12) hours notice shall be subject to the four (4) hour minimum charge to the effected employee. All private duty details ~~worked in excess of the four (4) hour minimum~~ will be compensated **in 4-hour increments**. ~~to the next one hour.~~

Clarifies billable hours & schedules for non-town paid private duty assignments.

- k. Earned overtime shall be paid to the employee during the pay period of the week following the period in which said time was earned.**

Corrects payment practice of overtime paid two weeks after hours worked.

ARTICLE X - WEEKLY PAY SCHEDULES

a. Effective July 1, 2008 – 0%

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
F-1	779.87	841.41	892.75	954.32	973.41
F-2	1012.34	1052.84	1094.95		
F-3	1138.76	1184.30	1231.67		

b. Effective July 1, 2009 – 3%

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
F-1	803.27	866.65	919.53	982.95	1002.61
F-2	1042.71	1084.43	1127.80		
F-3	1172.92	1219.83	1268.62		

c. Effective July 1, 2010 – 3%

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
F-1	827.36	892.65	947.12	1012.44	1032.69
F-2	1073.99	1116.96	1161.63		
F-3	1208.11	1256.42	1306.68		

d. Effective January 1, 2011 – 1%

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
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F-1	835.63	901.58	956.59	1022.56	1043.02	1069.09
F-2	1084.73	1128.13	1173.25	1202.58		
F-3	1220.19	1268.99	1319.75	1352.74		

Effective January 1, 2011, a new Step 6 shall be added for firefighters and a new Step 4 shall be added for Lieutenants & Captains. This new step shall be 2.5% higher than previous step. Effective January 1, 2011, employees will move to their next respective step.

Salary Increases for the three years. The ZERO percent in year 1 will allow for restoration of Firefighter/Paramedic positions cut in FY'2009 & FY'2010.

d. The Town will provide:

1. A stipend equal to eleven (11%) ~~ten percent (10%)~~ of his/her base pay annually for Certified EMT-Paramedic. ~~for fiscal year 2006. In fiscal year 2007 this stipend shall be ten and one half percent (10.5%) of his/her base pay annually. In fiscal year 2008 this stipend shall be eleven percent (11%) of his/her base pay annually.~~ Further, for permanent firefighters hired before September 1, 2001, a one time payment of \$3,000 **\$10,000 within two weeks** upon final EMT- Paramedic certification shall be made as well as reimbursement for tuition, course books and mileage, in accordance with Article II, 5b and upon successful attainment of state certification.

Paramedic training will be offered without loss of time, ~~with the approval of the Fire chief (as an alternative to 40 hours of fire related schooling available in Article XXIX),~~ however it shall be the policy of the Town that only one firefighter/EMT per group shall be eligible for Paramedic training during each training/course cycle, **unless in the sole discretion of the Fire Chief that he shall determine that the best**

interest of the department shall be benefited by one or more additional employees enrolling in Paramedic training. Firefighters/EMT's interested in said Paramedic training shall notify the fire Chief of their interest in writing at least **three (3)** ~~six (6)~~ months prior to the start of scheduled courses to allow the Chief to solicit appropriate funding for said training. Employees who obtained certification as an EMT-P **prior to the date of this agreement and** through Town funding **with a seniority date prior to January 1, 2002** shall maintain said certification as a condition of employment for a minimum of six (6) years and must notify the Fire Chief in no less that six (6) months in advance of their desire to discontinue said certification. **Employees who obtain certification as an EMT-P following the effective date of this agreement (7/1/08) shall maintain said certification as a condition of employment for a minimum of ten (10) years and must notify the Fire Chief not less that six (6) months in advance of their desire to discontinue said certification. This section shall in no way waive the requirements for employees hired after January 1, 2002 as shown in Article II c.8.a. related to EMT-P certification retention.**

Incentive increases designed to encourage current, non-paramedic EMTs to pursue certification as a paramedic. Benefits to the Community include protection of ALS service level, as well as greater flexibility in staffing required medic shift coverage.

2. A stipend equal to ~~six~~ **seven** percent ~~(6%)~~ **(7%)** of his/her base pay shall be paid annually to Firefighter/Certified Emergency Medical Technicians, and a stipend equal to ~~six~~ **seven** percent ~~(6%)~~ **(7%)** of top step firefighter (f-1) base pay shall be paid

annually to Lieutenant or Captain/Certified Emergency Medical Technicians. ~~in fiscal year 2006. In fiscal year 2007, these stipends shall be six and one-half percent (6.5%) paid in the same manner described here. In fiscal year 2008, these stipends shall be seven percent (7%) paid in the same manner described here.~~

Housekeeping removal of unnecessary language.

The Town and the Union agree to establish a Committee consisting of the Fire Chief, Town Administrator, Assistant Town Administrator, and three Union members to investigate the possibility of compensating Paramedic & EMT Stipends on a weekly basis with regular compensation for successor collective bargaining agreements. The report & findings of said committee to be completed not later than September 1, 2010.

The issue of stipends as part of the compensation package yet outside of weekly pay needs to be reviewed to determine if a better and more efficient method is attainable. The Town & Union will work collectively to investigate the topic prior to the next round of successor negotiations.

ARTICLE XXXIII – DRUG & ALCOHOL TESTING POLICY

Employees covered under this agreement shall be subject to a drug and alcohol testing policy of the Walpole Fire Department to be established not later than January 15, 2010 through joint agreement between the Fire Chief and the Union. In the event that said policy is not in place at that time, the parties agree to utilize the services of an arbitrator/mediator to establish such a policy. In the event that no agreement is in place by January 15, 2010 the parties agree that the Arbitrator will be selected by the parties by February 1, 2010 with an understanding that a policy will be in place when handed down by the arbitrator.

Establishes that a drug & alcohol testing policy will be implemented in the Walpole Fire Department. This is a new section.

ARTICLE XXXIV – SEXUAL HARASSMENT POLICY

The Union hereby accepts the Sexual Harassment Policy of the Board of Selectmen, Section 201-004 of the Board's Policies & Procedures. Without unreasonably delaying the interview, employees interviewed as part of any sexual harassment allegation shall be afforded the opportunity to have union representation and legal counsel of their choosing at any meeting, and further discipline imposed shall be subject to grievance procedures contained herein.

Establishes that the Union will be subject to the same sexual harassment policy as other Town staff. This is a new section.

ARTICLE XXXV – EMPLOYEE SEPARATION INITIATIVE

For the fiscal year 2011, the Town shall offer not more than three employees, in reverse order of seniority (starting with the most senior employee), a one-time payment of \$25,000 each should said employee(s) retire or resign from the Walpole Fire Department, provided as follows:

- 1) **Said Employee has at least twenty years of full-time service with the Department.**
- 2) **Said employee notifies the Chief of the Department of his intention to retire or resign not later than January 15, 2010.**
- 3) **Said employee resigns or retires from the Department not later than July 31, 2010, but not earlier than July 1, 2010.**
- 4) **Payment shall be made not later than two weeks following the employee's official separation from the Town of Walpole.**
- 5) **Employee(s) participating in said program shall receive a two percent (2%) cost of living adjustment for Fiscal Year 2009.**
- 6) **Said payment shall be considered separate and distinct from the employee's base compensation and shall in no way be utilized in the calculation of retirement benefits.**
- 7) **This program shall expire on August 15, 2010.**

Similar to the initiative with increasing the paramedic training incentive, this concept will allow the Town to provide an incentive for senior, non-paramedic employees to consider separation. The Town would then be in a position to fill those vacancies with Firefighter/Paramedics. These funds, if any are required, would be transferred from the Ambulance Fund, as would the training incentive funds.

ARTICLE XXXVII - DURATION

This Agreement and each of its provisions shall be in effect as of July 1, 2008, and shall continue in full force and effect until June 30, 2011, except as otherwise herein provided.

Should either or both parties desire to modify this Agreement, they must notify to the other party, in writing, at least one hundred and twenty (120) days prior to the annual anniversary date of the Agreement that a modification is desired.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date of the Agreement.

As a condition of this agreement, the Union agrees to withdraw with prejudice the staffing grievance filed originally in December of 2008 with Chief Bailey, denied at Step 3 by the Board of Selectmen on June 9, 2009, and currently in arbitration.

It is expected that the remaining staffing dispute between the Town and Union would be resolved as part of this settlement.