

MEMORANDUM OF AGREEMENT

Notes for the Town Council members from Fire Chief Cassford and Town Manager Howard:

Please see before you the Memorandum of Agreement (MOA) between the Town of Randolph and the Randolph Firefighters I.A.F.F. Local 1268. This agreement addresses many of the pressing issues that have been contractually limiting our ability to move forward regarding regional dispatch, shift staffing, injury leave, and firefighter safety. While there is still some work to be done to be able to join the proposed regional dispatch center this contract removes the binding side letter and lays out a roadmap for this critical transition.

The Randolph Fire Department as well as most other Fire/EMS departments around the country are finding the ability to hire and retain staff a difficult proposition. This contract continues to make Randolph Fire a desirable department and community to be part of. Randolph Fire is one of the busiest Fire/EMS departments in the state based on our size, (10sq/m) and population (35,000). This contract is fair to the Town and the members of the Fire Department that commit to providing excellent Fire/EMS service to our residents and visitors of the Town, 24 hours a day, 7 days a week, 365 days a year. The contract edits are for the most part self-explanatory, however we have made notes in **GREEN** under each section and have included the last contract.

MEMORANDUM OF AGREEMENT

Town of Randolph and The Randolph Firefighter Union

1. **Duration:** 3 years (July 1, 2023 – June 30, 2026)

BH Note: The contract is for three years.

2. **Article 3, Section 2 – Personal Leave:** add the following after the personal leave schedule:

“Personal leave may not be carried over from one year to the next, and no employee shall be granted more than four (4) shifts of personal leave per year.”

BH Note: Members can earn up to 4 shifts of personal leave based on years of service, ex: 5yrs - 1 shift, 10 yrs. – 2 shifts, 15 yrs. – 3 shifts, 20 yrs. – 4 shifts. This needed to be clarified as there were questions raised if personal leave could be carried to the next fiscal year similar to vacation days.

3. **Article 4 – Paid Holidays**: add Juneteenth as a new paid holiday.

BH Note: This language means all Town unions contracts now reflect Juneteenth as a paid holiday.

4. **Article 5**

- a. **Section 1 – Clothing Allowance**: increase amounts by \$75 in FY24 (retro to July 1, 2023), \$75 in FY25 and \$100 in FY26:

The clothing allowances for members of the Fire Department, excepting Fire Chief and Chief of Operations, shall be as follows:

7/1/23-6/30/24 = \$1,350 becomes \$1,425

7/1/24-6/30/25 = \$1,425 becomes \$1,500

7/1/25-6/30/26 = \$1,500 becomes \$1,600

The clothing allowance for uniformed members of the Department, who normally wear dress uniforms, including Deputy Chiefs and Fire Prevention Officers shall be as follows:

7/1/23-6/30/24 = \$1,400 becomes \$1,475

7/1/24-6/30/25 = \$1,475 becomes \$1,550

7/1/25-6/30/26 = \$1,550 becomes \$1,650

BH Note: This is an increase in the clothing allowance for each year of the contract.

- b. **NEW Section 3 – Personal Equipment Safety Stipend**

Recognizing that members have different needs or preferences with respect to their personal protective gear or steps they take to protect or store their equipment, in FY24 the Town will provide to each full-time member of the bargaining unit (who is employed with the Town of Randolph as a firefighter at the time of payment) a one-time stipend of \$500 to be used on personal safety gear, storage, or cleaning. This is a one-time stipend and shall not repeat in subsequent years beyond FY24.

BH Note: This is to enhance the safety of our firefighters. We are learning more about the impacts of PFAS and other contaminants. This will allow members to purchase a gear bag or other equipment to store their personal protective equipment (PPE) in while transporting it between stations before or after their shifts or meet any storage or cleaning needs the member might have.

5. **Article 6, Section 10 – Sick Leave Buy Back**

Amend section 10 to add the following language in **RED**:

Beginning July 1, 2020, and continuing each July 1 thereafter, an employee who has an unused balance of at least eighty (80) days of sick leave from section 1 herein may request the Town Manager to buy back up to ten (10) days of sick leave. If the member has over 120 days of sick leave from section 1 herein the member may request the Town Manager to buy back up to (15) days of sick leave. **“If the member has over one hundred seventy-five (175) days of sick leave from section 1 herein the member may request the Town Manager to buy back up to twenty (20) days of sick leave.”** Such request must be made in writing to the Chief or his designee on or before May 1 of each calendar year for payment not later than August 1 of that calendar year. The terms of this Section are subject to the following conditions:

1. The buyback is at the employee's daily salary effective on July 1 and based on a forty (40) hour work week.
2. The town shall pay the sick leave buyback no later than the last pay period in August.
3. Such payment shall be made only to the employee's tax deferred compensation plan (section 457 of the I.R.S. Code).
4. Such payment shall not be considered "regular compensation" under the provisions of MGL chap. 32.
5. All days of sick leave bought back by the employee shall reduce the employee's maximum accumulated sick leave allowed in section 1(b) herein by the same number of days.

BH Note: This is an increase in yearly sick leave buyback for a future cap of sick leave buyback at retirement for new hires. Please see #18 below for reference.

6. **Article 7, Section 1- Injured Leave:**

(a) Modify the article to account for the Town’s ability to choose its own medical authority together with a mechanism to account for disagreements between the Town’s provider and employee’s provider – language to be worked on jointly by counsel. If the parties are unable to agree on new article language, the current language shall be revised as follows:

“An employee who is still on authorized job-related injury leave beyond the continuous time of thirty (30) calendar days shall, except when it is obvious the employee is medically incapable of performing his or her duties, be subject to a physical/medical exam, requested by the Appointing Authority.

~~The medical authority, a specialist in the area of injury, shall be jointly chosen by the Town and the Union. The cost of the agreed-on physical/medical exam authority shall be borne by the Town.”~~

(b) Town will agree to provide a list of Occupational Health providers.

BH Note: This clarifies the Town’s ability to choose a physical / medical exam. This cost would be borne by the town.

7. **Article 8, Section 1 – Wages**

With regard to wage increases for the life of this collective bargaining agreement, the Parties agree to the following schedule:

<u>Fiscal Year</u>	<u>Percentage Wage Increase</u>
FY24	2.5% (retro to July 1, 2023)
FY25	2.5%
FY26	2.5%

BH Note: This COLA reflects similar union contracts.

8. **Article 8, NEW Section 1A – Bonus Pay**

Section 1A – Bonus Pay

Full-time members of the bargaining unit shall receive a one-time bonus payment in the amount of \$3,000, minus lawful and customary deductions, after a MOA for FY24-FY26 is approved by Town Council.

BH Note: This is the same bonus paid to the police unions.

9. **10. Article 8, Section 2 – Grade Differentials**

Modify the language as follows:

The grade differential between the salary rates of Firefighters (FF), Lieutenants (LT), Captains (CAPT), and Deputy Chiefs (DC) shall be ~~fifteen (15)~~ fifteen and a half (15.5) percent between each rank. Grade differentials are calculated on base pay exclusive of all stipends.

BH Note: This is a .5% increase in grade differentials between ranks.

10. **Article 8, Section 9 – Field Training**

Increase FTD to \$40 in FY24 (retro to July 1, 2023), to \$45 in FY25 and to \$50 in FY26

BH Note: This is an increase in Field Training which is currently at \$35 per shift. Field trainers are assigned to work with paramedic students and new paramedics. They oversee the skills and abilities of the new paramedics and are required to provide reports to the paramedic school and the EMS coordinator. Members who are assigned as Field Trainers are compensated this amount per shift to provide the required field training and review.

11. Article 8, Section 10 – EMS Coordinator Stipend

Add a new section b as follows:

Member(s) assigned by the Chief to perform the function of EMS Coordinator shall be paid an annual stipend of \$7,500 in addition to their earnings for their regular position of record. Any overtime work necessitated by the performance of these functions shall be paid at the employee's regular overtime rate.

b) “Members assigned by the Chief to perform the function of Assistant EMS Coordinator shall be paid an annual stipend of three thousand five hundred dollars (\$3,500) in addition to their earnings for their regular position of record. Any overtime work necessitated by the performance of these functions shall be paid at the employee’s regular overtime rate.”

This section is subject to renegotiation should the Town propose to create a separate EMS Coordinator position on an administrative schedule.

BH Note: This creates an Assistant EMS Coordinator. This is critical as we want to ensure that an Assistant EMS Coordinator can provide needed backup but also be trained by the EMS Coordinator. This role is too important to the operation to not have a backup and to have succession planning in place.

12. Article 9, Section A – Longevity

Revise language as follows:

“On and after July 1, 2023, an employee of the town who has been in continuous full-time employment for ten (10) years shall be paid, in addition to the compensation for the position as set forth in this Agreement, annual increments in the amount of ~~eight hundred dollars (\$800)~~ one thousand dollars (\$1,000) and an additional amount of one hundred dollars (\$100) for each year of such employment served over ten (10) years with unlimited accumulation. An employee shall be eligible for such longevity increments the next January 1st or July 1st following completion of ten (10) years of service. Longevity shall be payable in two (2) equal instalments in December and June of each fiscal year.

BH Note: This is an increase only to the base amount of \$200. This matches the police contract amounts.

13. Article 10, Section 4 – Insurance Offset

Increase insurance offset from ~~\$2,000~~ to \$2,500 in FY24.

BH Note: This insurance offset increase will hopefully provide an opportunity for some members of the department to choose a partners health insurance program thus saving the town money in the future.

14. **Article 12, Section 1 – Private Details**

Increase private detail rate ~~from \$56~~ to \$70 for 0700-2300 and ~~from \$86 to~~ \$100 for details during 2300-0700.

Increase admin fee ~~from \$4~~ to \$5.

BH Note: This is an increase in the cost of hiring private details.

15. **Article 15 – Education**

- Increase payment from \$125 to \$140 per credit in FY25
- Increase payment from \$140 to \$150 per credit in FY26
- Increase payment from \$300 to \$325 per credit in FY25
- Increase payment from \$325 to \$350 per credit in FY26

Increase the max per year to the following amounts effective July 1, 2024:

FY24 - \$7,000

FY25 - \$7,250

FY26 - \$7,500

Current MAX is \$6750

- Add a new language to Article 15 as follows:

A full-time employee of the Fire Department, excluding the Chief and Chief of Operations, shall receive in addition for the compensation for the position set forth in Article 8, Section 1 of this Agreement, amounts indicated herein (1) for each credit hour for each course successfully completed which meets the requirements identified below and (2) for completion of classes at the Massachusetts Fire Academy that include testing and Pro-Board Certification.

Credits shall only be earned and compensable on the condition that each employee maintain a grade of “C” or better in each course taken and that said employee be enrolled in a degree program accredited by the New England Association of Schools and Colleges (NEASC), the Massachusetts Maritime Academy or other accredited program to be approved in advance by the Chief, leading to a degree in Fire Science, Fire Administration, Emergency Medical Services Administration, Emergency Planning, Emergency Management, Homeland Security, Organizational Leadership, Business Administration with a concentration in Public Administration, Health Care Administration, Nursing, and Occupational Safety and Health. Degrees and credits earned and compensable prior to April 1, 2023 shall continue to be recognized and compensable regardless of whether they were obtained from a program accredited by NEASC, the Massachusetts Maritime Academy or approved by the Chief.

On or before May 15 of each year, each eligible employee desiring to receive Educational Benefits shall provide the Town with satisfactory proof in writing of the total courses completed or scheduled to be completed and applicable grades earned for courses taken since May 15 the year before.

BH Note: We increased the base amount of the annual educational credit and provide the Chief additional language to ensure the credits are being earned for relevant programs and accredited institutions.

16. **Article 17, Section 2 – EMT Stipends**

Revised language to increase paramedic stipend by .5% (half a percent) in FY25:

EMT-P – Effective July 1, 2024, the EMT-P stipend for all bargaining unit EMT-Ps will be set at ~~9.5%~~ 10% of a Step 4 firefighter pay and will be rolled into base pay (after any general wage increases for FY25) for all purposes and paid in weekly pay.

BH Note: This is a .5% increase to the EMT stipend.

17. **Article 17, Section 5 and Article 18 – Paramedic Bonus**

Section 5. “The Town shall only be responsible for compensating Firefighters, once employed, in pursuit of their initial Paramedic certification, ~~\$3,000.00~~ \$3,500.00, as outline in Article 18.”

Last sentence of Article 18, paragraph one:

“In addition to its payment of the cost incurred by an employee for registration, tuition and books as provided for in the section above, the Town shall pay to a bargaining unit employee who completes the course or courses required to become certified as an EMT-P and successfully passes the exam given by the State for such certification and is certified to practice as an EMT-P, a one-time stipend of ~~Three Thousand Dollars (\$3,000.00)~~ Three Thousand-Five Hundred Dollars (\$3,500.00).”

BH Note: This provides members that complete paramedic school a bonus to supplement the time and cost of attending school during off duty hours.

18. **Article 19 – Sick Leave Buy Back (Town Proposal A:16):** add cap on the total value of the benefit with this language:

“Upon normal retirement or retirement due to a job-related injury, an employee shall be entitled to fifty percent (50%) reimbursement of accumulated sick leave days as of the effective date of the retirement, based on one-fifth (1/5) of his/her present week’s pay. In the case of death of an employee, the above benefit shall be paid to the beneficiary. ~~“Employees hired after July 1, 2023, shall have a maximum sick leave buy out cap of thirty thousand (\$30,000) dollars.”~~

BH Note: This was part of #5. Article 6, Section 10 Sick Leave Buy Back. This creates a max on future sick leave buybacks on retirement for future hires.

19. **Article 20, Section 1 – Working out of Grade**

Amend language as follows:

“If a vacancy occurs in the officer ranks and a member of the Department works, acts in, or otherwise assumes the responsibilities of the vacant position, for the **entire shift**, such member shall receive compensation of ~~fifty dollars (\$50)~~ fifty-five dollars (\$55) for each shift, provided said member has done so under the direction or order of the Chief of the Department. This amount shall increase to \$60 per shift in FY25 and \$65 per shift in FY26.

When the Chief of Department and the Chief of Operations are simultaneously on extended leave, the Chief of Department shall select a Deputy Chief to act on the Chief’s behalf as Chief of Department for that period of time. That Deputy Chief shall be compensated at ~~fifty dollars (\$50)~~ fifty-five (\$55) per shift as Acting Chief of Department. This amount shall increase to \$60 per shift in FY25 and \$65 per shift in FY26.

BH Note: We have increased the Working out of Grade compensation by \$5.00 each year and the payment will only be for working the entire shift not 4 or more hours.

20. **Article 23 – Drivers Licenses**

Revise language as follows:

“All employees shall maintain a valid driver’s license at all times. Each employee shall have a valid driver’s license in his/her possession or in quarters whenever the employee is on duty. ~~Should the Town be unable to ascertain the status of members’ drivers licenses through its current access to the Registry database, T-the Town may shall annually require an each employee to produce a valid, current driver’s license for inspection.~~ employee to produce a valid, current driver’s license for inspection upon request. Should an employer’s driver’s license be suspended or revoked for any reason the employee must immediately report such to the Chief.

Nothing in this Article shall abridge a member’s right to be free from unjust discipline and all members shall be availed of their rights under Article XIV of this Agreement under M.G.L., Chapter 31.”

BH Note: This provides the Chief the opportunity to request a members driver’s license if unable to confirm thru the RMV portal.

21. Article 28 – Transfers

Amend Article 28 as follows:

1. In all instances, members shall receive at least thirty (30) days' notice prior to a transfer. Notification shall be in writing and to the extent possible, shall specifically indicate the last day on the member's current assignment and the first day of the new group assignment.
2. No member shall be transferred more than once in a two (2) year period without his or her consent, except as may be necessary due to *bona fide* operational needs of the Department. The parties agree that a transfer necessitated by a promotion is a *bona fide* operational need. Should a member's transfer be occasioned by operational needs, the Department shall, at the time of the transfer order, provide a written explanation to the member, with a copy to the Local 1268 President as to why the transfer is necessary to meet such operational needs.
3. In the event that the Town must rescind a transfer during the 30-day notice period due to changes in operational needs, the Town must act to rescind such transfer more than fourteen (14) days prior to the transfer date. Should circumstances require rescission of the transfer within fourteen (14) days of the transfer date, the Chief will meet with the affected member(s), and up to four (4) time owed shifts may be granted if circumstances merit.
4. The transfer of members under such circumstances may be challenged through the parties' grievance and arbitration process but may only be overturned if it is determined that the transfer was arbitrary, capricious or an abuse of discretion. Any such grievance shall be filed directly at Step 2 of the grievance procedure, and the Town Manager will have fourteen (14) days to act on the grievance. Should the Town Manager deny the grievance, the matter shall proceed directly to expedited arbitration.

BH Note: While infrequent, there are times that the Chief will notify a member of an upcoming transfer to a new shift and then need to rescind the transfer. The new language allows the Chief to assign time owed days if a posted transfer does not actually occur due to unforeseen circumstances.

22. Article 30 – Shift Differential

Revise language as follows:

“Recognizing that 24-hour scheduling includes work across several different shifts, in FY24 and FY25 the Town shall pay weekly to each employee a shift differential equal to one (1%) of the employee's base salary. This is a limited shift differential that shall be added to the base pay in FY24 (1%) (retro to July 1, 2023) and FY25 (1%) only. The differential from each year shall remain in members' base pay going forward, however, a new shift differential shall not be added to any year subsequent to FY25.

BH Note: This article is part of the agreement to allow the Town to join a regional or civilian dispatch for the Fire Department (see # 25 below). There was a side letter that made it virtually impossible for the fire department to join a regional or civilian dispatch center due to a minimum manning clause that would take effect if the town was to join such a program.

23. Limits on the Amount of Time Off Allowed per shift

Add a new section to Article 3 that provides a limit of eight (8) line personnel that will be allowed off on vacation and/or personal leave on the same shift. In addition, there is a limit of two (2) officers on the same shift taking the same full week of vacation time.

- POINT OF CLARIFICATION. The above limit of eight (8) does not replace and will be implemented in conjunction with the existing maximums within different categories of time off.

BH Note: This article now limits the total number of members that can use Paid Time Off per shift. There was never a true limit as to how many firefighters could use PTO per shift, this creates that limit.

24. NEW Article – Nero's Law

Members shall be compensated \$500 for treatment and/or transport of a police K9 partner pursuant to Nero's Law (S.1606 192nd (2021 - 2022) An Act Allowing Humane Transportation of K9 Partners). Upon completion of such a transport, the transporting ambulance shall be taken out of service and sterilized by a third-party provider specializing in decontamination and may only be put back into service once the sterilization is complete. The cost of the sterilization shall not be borne by the members or the Union.

The parties agree to work on a transport policy for animals other than police K9 partners and to have such policy complete by December 1, 2023.

BH Note: MGL now mandates training for all EMS providers to be able to treat and transport Police K9 partners. This new section will ensure that we have a department animal transport policy for Nero's Law but also for service animals.

25. Regionalized Dispatch

The Parties agree that the Town can move forward with Regionalized Dispatch without any requirements to modify or add to existing manning practices and that the Chief will have the discretion to staff the department and equipment as necessary. As part of this transition, the Town agrees as follows:

- to make any changes or updates necessary regarding security systems and to continue to evaluate staffing needs moving forward.
- that there shall be no layoffs as a direct result of the Town moving to civilian/regionalized dispatch

- to engage in a twelve (12) month pilot program, with an option to extend for an additional twelve (12) months, during which the Town commits to maintaining a minimum of twelve (12) staff per shift, day and night. The commitment to maintain a minimum of twelve shall be limited to the trial period and any extension. The trial period shall begin at the same time the Town transitions to regionalize dispatch. At the end of the pilot or any extension, the Town agrees to consider the data from the pilot when determining future staffing needs, however, all rights regarding staffing shall revert to the Town and the Town shall have the same Management rights and obligations it had prior to the trial at the completion of the trial, including any extension.
- to provide members with a one-time shift differential in FY24 and FY25 as described in Article 30.

The parties agree that this agreement regarding the transition to Regionalized Dispatch supersedes any existing or prior agreements regarding regionalized or civilian dispatch including the 2012 Side Letter of Agreement regarding Civilian Dispatch.

BH Note: This is the most vital part of the entire agreement. There was a side letter of agreement between the union and the town regarding regional dispatch from 2012. To implement that agreement would cost approximately one million dollars. This made joining the regional dispatch cost prohibitive. We were able to work in unison with the Union to find a system that would work. The goal is to add more personnel to each shift during a pilot program that will be put in place once the regional dispatch becomes operational. In addition, not only can we join the state-of-the-art regional dispatch with the police department but this will make us eligible for grants to upgrade the communication technology for the department through EOPPS.

26. Housekeeping Item(s)

1. Clean up references to old "Personnel Bylaws"
 - a. Where appropriate, substitute actual language from bylaws
2. By mutual agreement, grammatical and typographical errors will be corrected, and obsolete language will be deleted.
3. Revise Duration Article (and if necessary, renumber it to the last Article) to reflect the term of the agreement set forth in this MOA.
4. The parties agree to cooperate to create an integrated contract within 60 days of ratification by the Union and Town funding of this agreement.