MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF LUDLOW AND LUDLOW FIREFIGHTERS' ASSOCIATION, LOCAL 1840, I.A.F.F., AFL-CIO

July 1st, 2021- June 30th, 2024

The Town of Ludlow (the "Town") and the Ludlow Firefighters Association, Local 1840, I.A.F.F., AFL-CIO agree that the current collective bargaining agreement (the "CBA") shall be extended for an additional three-year term, commencing July 1, 2021 through June 30, 2024, on the same terms and conditions except for the following changes:

ARTICLE 11- HOLIDAYS

Juneteenth shall be incorporated and recognized in the parties' Collective Bargaining Agreement commencing June 2022.

ARTICLE 14- SICKLEAVE, SECTION .03

The following language shall be added to the end of section .03:

" Such Incentive shall not apply to an employee who is terminated with cause."

ARTICLE 16- INSURANCE, LIFE AND MEDICAL

Replace Section .01 with the following:

.01. The Town of Ludlow shall contribute 50% of the cost of the premium for an indemnity plan for group health insurance, if any, that it may provide for Town employees, and the employee shall contribute the remaining 50%. The Town of Ludlow shall contribute 78% of the cost of the premium for any other group health insurance plan (e.g., HMOs) that it provides for Town employees, and the employee shall contribute the remaining 22%, provided, however, that this change in percentage contribution rates (i.e., from an 81/19% split to 78/22%) shall not take effect until it is implemented for at least two other bargaining units in the Town. Upon implementation of this change in contribution rates, there shall be a 1% increase in base pay.

ARTICLE 23- COMPENSATION AND CLASSIFICATION

C.O.L.A. increase- 2% FY22 & fully retroactive, 2% FY23 and 2% FY24. (Wage scale shall be incorporated under Appendix B)

ARTICLE 25- INCENTIVE PROGRAM, SECTION .02

The following language shall be added to the end of section .02:

"Such Incentive shall not apply to an employee who is terminated with cause."

ARTICLE 30- RESIDENCY PROVISION

Strike section .01 as it is written and replace with the following:

.01 Any firefighter covered by this Agreement that is employed by the Town on a full-time basis and in pay status may, if desired, live outside the boundaries of the Town provided that such residence is not further than ten (10) miles from any Town boundary line.

ARTICLE 35- AMBULANCE

Add the following language to section .01

.01. Distributing 1% per year of the EMT stipend into base pay for FY2022, FY2023, FY 2024.

Any member of the Ludlow Fire Department who obtains or maintains his/her EMT Paramedic certification level shall be compensated, in addition to his/her regular compensation as follows:

Said compensation shall be based on base salary of a top step firefighter with Hazmat pay. Such stipend is not part of an employee's base pay and is not counted in calculating overtime pay. Said pay shall be paid weekly to the individuals.

Delete the entire section .02 and replace with the following:

.02. For the purpose of the following outlined in this agreement, overtime will continue to be paid as it has in the past for only those credits needed to recertify in April of 2022. Recertification: Starting FY 2023, the Employer shall be required to pay the course enrollment fees and purchase any required textbooks. These fees are to be paid in advance, whenever possible, by the Employer. In addition, any candidate who successfully completes the needed courses shall receive a "bonus" equal to one-half the total amount of hours required to recertify to be paid in the next payroll period after successful completion of the course and recertification. The "bonus" shall be calculated based upon the candidate receiving compensation at the rate of time and one half (1.5) their regular hourly rate based on NREMT/OEMS minimum requirements: currently 60 hours for Paramedic, 50 hours for Advanced EMT and 40 hours for Basic EMT every 2 years. Any schooling required after one has achieved the maximum number of credits required for recertification either by NREMT, OEMS, or the medical director, that cannot be used during the next recertification period, shall be paid at a "bonus" rate of time and one- half (1.5) at the time of training. On the year that recertification is not required the Employer will pay candidates, who are certified EMTs in good standing, a "bonus" equal to one-half the total amount of hours required to recertify on the pay period ending in the first week of December.

The Employer agrees to pay the same "bonus" pay of time and one-half (1.5) per hour spent for ACLS training, at the time of training. The Employer shall be required to pay the course enrollment fees and purchase any required textbooks. These fees are to be paid in advance, whenever possible, by the Employer.

One hour will be deducted from the above hours for each hour the employee takes off to attend outside schooling during their normal working tour.

Except when a fire fighter is released from duty without loss of pay, the Town will incur no pay obligation for the time spent at EMT-P training programs and no additional compensation will be required. Notwithstanding the foregoing, firefighters injured during such training through no fault of their own will be entitled to coverage under M.G.L. c. 41 s. 111F as currently provided by the Ludlow Fire Department.

The Town of Ludlow agrees to fill-in for said individuals that are released from duty for training with additional personnel if the response level drops below four (4). Said fill-in personnel shall be compensated at time and one half.

ARTICLE 39- PERSONAL DAYS

Adding the following language to the end of section .03:

Increasing the number of members out per shift to three (#3), when the shift is assigned to a "full" staffing status to allow a third member on duty out only when they are using a personal day.

ARTICLE 41- DURATION AND RENEWAL PROVISION

Add the following dates change to Section .01- The dates under the article to reflect that of a new three (3) year term CBA effective July 1, 2021 thru June 30, 2024

This Agreement entered into this <u>22nd</u> day of March,, 2022 between the Town of Ludlow and Ludlow Firefighters Association, Local 1840, International Association of Fire Fighters, AFL-CIO.

For Ludlow Firefighters

Local 1840 I.A.F.F

For the Town of Ludlow

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