

OFF-THE-RECORD  
MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF BROCKTON  
and  
LOCAL 144, I.A.F.F.  
(FY2020-FY2022)  
(August 24, 2021)

This OFF-THE-RECORD Memorandum of Agreement is subject to ratification by the Union's membership, and funding of all cost items by the City Council. Failing such ratification or failing City Council funding, both parties will be free to revert to their official on-the-record positions, and this OFF-THE-RECORD Memorandum shall not be admissible in any proceeding between the parties. In the event the City Council fails to provide appropriations for cost items, the parties agree that all items in this package proposal shall be returned for further bargaining.

This Memorandum of Agreement, all provisions of which are effective July 1, 2019 unless otherwise specifically stated, is entered into by Local No. 144, International Association of Firefighters, AFL-CIO (hereinafter "Union") and the City of Brockton, Massachusetts (hereinafter "City") pursuant to General Laws Chapter 150E as a successor agreement to the current Union-City FY1998-FY2000 collective bargaining agreement, the FY2001-FY2003 Memorandum of Agreement (M.O.A.), the FY2004 and FY2005-FY2007 Memorandum of Agreement (M.O.A.), the FY2008-FY2010 Memorandum of Agreement (M.O.A.), the FY2011-FY2013 Memorandum of Agreement (M.O.A.), and the FY2014-FY2016 Memorandum of Agreement (M.O.A.), unless otherwise specifically noted in this Memorandum of Agreement, all terms and provisions of the FY1998-FY2000 collective bargaining agreement, the FY2001-FY2003 Memorandum of Agreement (M.O.A.), the FY2004 Memorandum of Agreement (M.O.A.), FY2005-FY2007 Memorandum of Agreement (M.O.A.), the FY2008-FY2010 Memorandum of Agreement (M.O.A.), the FY2011-FY2013 Memorandum of Agreement (M.O.A.), and the FY2014-FY2016 Memorandum of Agreement (M.O.A.) are incorporated into and are made a part of this Memorandum of Agreement so that, upon bargaining unit ratification of the Memorandum of Agreement and upon signing of this Memorandum of Agreement by the authorized representatives of the Union and of the City, the incorporated provisions of the FY1998-FY2000 collective bargaining agreement, the FY2001-FY2003 Memorandum of Agreement (M.O.A.), the FY2004 Memorandum of Agreement (M.O.A.), FY2005-FY2007 Memorandum of Agreement (M.O.A.), the FY2008-FY2010 Memorandum of Agreement (M.O.A.), the FY2011-FY2013 Memorandum of Agreement (M.O.A.), the FY-2019 Memorandum of Agreement (M.O.A.) and the FY2014-FY2016 Memorandum of Agreement (M.O.A.) and the substantive terms and provisions of this Memorandum of Agreement, as set forth below, shall constitute the collective bargaining agreement between the Union and the City for the fiscal period of FY2020-FY2022, subject to the continuing operation of Article 41.3. Upon bargaining unit ratification, joint execution of the Memorandum of



*By replacing it with the following paragraph*

Each July 1, an employee who has an unused sick balance of at least seventy-five (75) tours of sick leave may request the Fire Chief to buy back up to ten (10) tours of sick leave and an employee who has an unused sick balance of at least one-hundred fifty (150) tours of sick leave may request the Fire Chief to buy back up to twenty (20) tours of sick leave. Such request must be in writing to the Chief or his designee on or before December 31 or each year for payment not later than second pay period in August 1 of that calendar year. The terms of this Section are subject to the following conditions:

Effective September 1, 2021, the City will agree to amend the Article as follows:  
Amend Para 6 by replacing with the following:

6. Upon completion of twenty-eight years of creditable service and continuing until retirement, any member who meets the above criteria may elect to sell back up to twenty tours of sick leave annually, this entitlement would be retroactive to any member who has more than twenty-eight years of creditable service. A member eligible under this paragraph will also be eligible for the buy back in paragraph 6 providing that he meets the requirement of having one hundred fifty (150) tours of sick leave.

**6. Vacation Carryover:**

*Delete Section 8.15 (B)(3) which states:*

- (2) The amount of tours to be carried over, for employees who wish to do so, shall be four (4) tours (48 hours), no more and no less, and shall be used as a block/week; and
- (3) Vacation carried over from one calendar year must be used in the next calendar year.

*And replace with the following:*

- (3) At no point may an employee carry more than his or her annual allotment as set forth above, plus an additional 4 carryover tours.

**7. Health Insurance Buyout Option**

*Delete the existing health insurance opt-out payment.*

Effective July 1, 2022, eligibility for health plan opt-out stipend is available to any employee who has not been on the City's health insurance for any part of the previous fiscal year. Employees hired since July 1, 2022 must be employed by the City for at least twenty-four (24) consecutive months prior to applying for the opt-out provision.

Employees applying for the opt-out provision will receive \$1,500.00 per fiscal year if opting out of an individual plan and \$2,000.00 per fiscal year if opting out of a family plan. To qualify, an employee must provide proof, annually, that they have insurance coverage from another source. Employee's may re-join the health insurance program during open enrollment or due to a qualifying event (refer to City provider and IRS regulations regarding what constitutes a qualifying event) but will not be eligible for the stipend if they are carrying the City's health Insurance during any part of the fiscal year. Employees may opt-out at any time but must be opted out for the entire fiscal year to qualify for the stipend.

Family members who are both employees but are otherwise eligible for the opt-out provision may do so individually at half the per year rate. Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year. Members of Local 144 already receiving the "opt-out" benefit Article 33.3.d. may continue receiving the benefit on the plan as described above without re-enrolling for the two (2) year period.

## **8. Vacation Leave**

*Delete paragraph 3, with subparagraphs, of Section 8.2 (below) in its entirety*

Employees hired after July 1, 2005 shall be entitled to the following:

Eight (8) scheduled tours of duty as vacation upon completion of one (1) year of service of but less than five (5) years of service.

Fourteen (14) scheduled tours of duty as vacation upon completion of five (5) years, but less than seven (7) years of service.

After completing seven (7) years of service, employees hired after July 1, 2005 shall enjoy the same vacation benefits, based on years of service, as enjoyed by employees hired prior to ratification.

*And replace with the following:*

Employees hired after July 1, 2005 shall be entitled to the following:

Eight (8) scheduled tours of duty as vacation upon completion of one (1) year service of but less than two (2) years of service.

Fourteen (14) scheduled tours of duty as vacation upon completion of two (2) years but less than five (5) years of service.

Nineteen (19) scheduled tours of duty as vacation upon completion of five (5) years but less than seven (7) years of service

After completing seven (7) years of service, employees hired after July 1, 2005 shall enjoy the same vacation benefits, based on years of service, as enjoyed by employees hired prior to ratification.

#### **9. EMT Recertification Stipend**

Delete Section 14.8 (D) in its entirety and replace with the following:

(D) To cover the cost of certification and recertification, the City will pay employees holding valid certificates for the categories of EMS provider in subpart (A) above one hundred and twenty-five (\$125.00) on an annual basis: provided however, said employee maintains his/her certification, payable in the first pay period in May. This is not to be applied to base wages or calculated toward overtime.

#### **10. Janus -**

*Delete Article 26.*

#### **11. Sick Leave Notification**

Members intending to return to duty following sick leave use shall give 8 hours' notice the night prior to returning to duty.

#### **12. Unit A Work Hours**

Amend article 4.6 by deleting  
The working hours of 0700hrs-1700hrs  
And replacing it with  
Hours shall be 0745hrs-1745hrs

#### **13. Light Duty**

Section 1. Any employee who is injured or ill, whose ability to return to work is medically restricted, whether or not injury or illness is sustained in the course of performing his/her duty, at the discretion of the Fire Chief, may be assigned to limited duty, provided the limited duty position is available within the fire department, subject to the following conditions:

- It is at the employee's request.

- The assigned duties shall be limited to administrative duties on the Unit A schedule without change to his/her current rate of pay.
- The employee's treating physician or other medical provider has determined that the employee is fit and capable of performing such administrative duties.
- The incapacity is expected to be temporary.

Section 2. Such assignments will be reviewed after a period of six (6) months and may be extended for an additional period of up to six (6) months. The Fire Chief at his sole discretion, may extend such assignment for one additional six (6) month period, if the medical evidence clearly indicates that the employee will be able to return to work without medical restrictions following this third period of limited duty assignment.

Section 3. Nothing in this Article shall be deemed to enlarge or diminish any rights of the City or the employee regarding disability retirement applications under M.G.L.c.32.

Section 4. This provision does not increase or provide any entitlement to the employee. The limited duty assignment is conditioned specifically upon availability of such work. The employee's limited duty assignment may be limited in time or duration. The employee's light duty assignment may be terminated at any time in accordance with terms and conditions of the collective bargaining agreement.

Section 5. In order to be eligible for the Employees Physician will be required to complete and submit to the City the "Limited Duty Form" appended hereto as Exhibit B.

#### **14. Training-Restrictions**

Amend the training restrictions in FY 2011-2013 Memorandum of Agreement number 10.2(h) to add the following:

Limited exceptions may be made to the training hours and days for good cause with previous notification and the mutual consent of the Fire Chief and Local 144. This shall not be common place.

#### **15. Juneteenth Holiday**

Effective January 1, 2021, Amend Article 6.1 to include a twelfth holiday as follows: Juneteenth shall be added as holiday number six (6) and the remaining holidays shall shift down one (1) number. Holiday pay retroactive to January 1, 2021 shall be paid with the retro check.

## 16. Notifications

Effective upon ratification and funding of this agreement all notifications to include Vacation Redemption Article 8.17, Vacation Redemption for Retirement Article 8.18, Vacation Break up, Carryover Article 8.15(b), Education Incentive Article 22.3, and Sick Leave Buy Back must be made in writing to the Fire Chief no later than December 31 of each year.

## 17. Paid Details

*Article 27.3 shall be amended to Delete*

" Effective July 1, 2017, the private detail rate for all members will be equal to that of the Brockton Police detail rate as of their current MOA effective FY14-FY16. "

*And replace with*

"Effective upon ratification and funding of this agreement, the private detail rate for all members will be equal to that of the Brockton Police detail rate as of their current MOA effective FY20-FY22."

## 18. Health Screenings

The City will propose and support those changes be made to the Public Employee Committee (PEC) Agreement to incorporate suggested testing for early cancer detection and cardiac issues as presented in Appendix A of this agreement. This will include plan design changes to cover the specified testing at the specified intervals if deemed necessary by the member's health care provider. The City agrees to provide documentation to members stating that this additional testing will be covered for the member to provide to their health care provider as per the PEC agreement.

## 19. Policies: Add the following polices to the CBA:

- a. Domestic Violence in the work place.
- b. Sexual Harassment/Discrimination.
- c. FMLA.
- d. EAP Flyer.

## 20. Covid Bonus

In recognition and appreciation of the work performed by the membership during the pandemic, the City will remit a one-time payment to each member of the bargaining unit, three thousand (\$3,000) dollars, payable in the second payroll following funding of the successor agreement by the City Council. This will apply to members of the Department during the period March 10, 2020 to the funding of this Agreement.

LOCAL 144, I.A.F.F.

By: William E. Hill

Jim Mee

Michael Miller

Matt E. Wain

Scott A. Allouse

CITY OF BROCKTON

By its Mayor

BY: Robert F. Sullivan

Robert F. Sullivan

APPROVED AS TO FORM:

Katherine McNamara Feodoroff

Katherine McNamara Feodoroff



APPENDIX B

Brockton Fire Department Limited Duty Form

Member Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Injury/Illness: \_\_\_\_\_

Able to perform Limited Duty: Yes or No (Circle one)

Members Signature: \_\_\_\_\_

Member will be reevaluated for return to full duty on \_\_\_\_\_

Physician Signature \_\_\_\_\_