

Memorandum of Agreement
Between
Local 144
and
The City of Brockton

1. Duration:

3 years FY 2023-2025 July 1, 2022 to June 30, 2025

2. Housekeeping

The parties shall integrate the Memorandum of Agreement from these negotiations within sixty (60) days of funding by the City Council.

3. EMT Requirement

The parties agree to amend 14.6(A) by deleting it in its entirety and replacing it with the following:

Employees possessing valid certification from the Massachusetts Office of Emergency Medical Services (Department of Public Health) in the following categories of emergency medical service provider shall receive a weekly stipend for the highest category of certification held by each such employee which shall be a percentage of the Senior Step of the Firefighter rank under Article 14.1, as follows, effective July 1, 2017:

4. Working Foreman Signal Maintainer

The parties agree to amend Article I, section 1.1 to include Working Foreman Signal Maintainer to the recognition clause in Unit B, and set salary at the Lieutenant's rate. The parties agree that the Fire Chief, in his discretion, may select the most qualified applicant for the position of Working Foreman Signal Maintainer.

5. Fire Alarm Operator Supervisor/Trainer

Amend Article I, section 1.1 to include Fire Alarm Operator Supervisor/Trainer to the recognition clause in Unit B

Amend Article 24, by adding new section 24.5 as follows

A Fire Alarm Operator who is assigned to work as a Fire Alarm Operator Supervisor/Trainer for a full or partial tour of duty shall receive the out of grade pay for all time spent by him/her in Fire Alarm Operator Supervisor/Trainer position; however, when a Fire Alarm Operator works as Fire Alarm Operator Supervisor/Trainer, he/she shall be required to perform all the duties of a Fire Alarm Operator Supervisor/Trainer

concurrently with the duties of a Fire Alarm Operator. Assignments to the Fire Alarm Operator Supervisor/Trainer shall be in the sole discretion of the Fire Chief or the Chief's designee. The Fire Alarm Operator Supervisor/Trainer shall be responsible for monitoring, overseeing, providing constructive feedback and training of all other Fire Alarm Operators on duty and shall be responsible for scheduling.

6. 28 Year Step to 26 years

The parties agree to amend Article 14, section 14.1(B) by deleting it in its entirety and replacing it with the following:

(B) Effective July 1, 2022, Employees who have completed twenty-nine (29) years of service (including service creditable under M.G.L. c. 32) shall receive additional compensation of 10.0% of their applicable salary under Article 14.1. Employees who have completed twenty-six (26) years of service (but less than 29 years) (including service creditable under M.G.L. c. 32) shall receive additional compensation of 5.0% of their applicable salary under Article 14.1. Such additional compensation shall be considered part of an employee's base salary for all purposes, in accordance with present practices. Employees participating in the supplementary longevity benefit from the 2004-2007 Collective Bargaining Agreement shall be ineligible for benefits under the first sentence of this paragraph.

7. 27 Year Step to 25 years & creditable years of service

Effective July 1, 2022, the parties agree to amend the existing wage scales listed in Appendix A to delete the 27-year step and to replace with a 25-year step. Said 25-year step shall be calculated to include all service creditable under M.G.L. c. 32.

8. Base Wage Increases (2%, 2.5%, 3%)

July 1, 2022 – 2%

July 1, 2023 – 2.5%

July 1, 2024 – 3%

The parties agree to amend Article 14, section 14.1, first paragraph by deleting it in its entirety and replacing it with the following:

14.1 All employees initially hired prior to the execution of the FY 1998 – FY 2000 Agreement including employees returning from layoff status at any time before or after execution, shall receive Step V of the Firefighter salary schedule. Existing wage scales are listed in Appendix A to reflect the two percent (2%) base wage increase for FY23; the two and one half percent (2.5%) base wage increase in for FY24; and the three percent (3%) base wage increase for FY25. Quoted salary amounts in Appendix A are subject to verification of mathematical calculations by the Auditor's Office.

9. Step 6 Firefighter – FY23 \$0.25 & FY25 \$0.25

FY23, Effective July 1, 2022

FY25, Effective July 1, 2024

The parties agree to amend the existing wage scales listed in Appendix A to reflect an increase of \$0.25 for FY23 and an increase of \$0.25 for FY25.

10. Amend Article 9.13 to provide for an increase of sick sell back calculation from 8.4 hours to 10 hours per sick tour for 457 sell back. A member is allowed to sell back the time at any point during the year in which he retires however, it can only be done once.
11. Amend Article 9.10 of the FY 05-07 MOA to allow members to put sick leave bonus pay into their 457-plan subject to compliance with IRS rules and contribution levels, by adding the following sentence to the end of Section 9.10:

“The sick leave bonus, at the discretion of the member, may be deposited into the member’s 457-plan, subject to compliance with IRS rules and contribution levels.”

12. Amend Article 8.7 of the FY 05-07 MOA to allow members to put vacation sell back money into their 457-plan subject to compliance with IRS rules and contribution levels, by adding the following sentence to the end of Section 8.7:

“The vacation sell back, at the discretion of the member, may be deposited into the member’s 457-plan, subject to compliance with IRS rules and contribution levels.”

13. Amend Article 8.21 with respect to Christmas Lottery to limit a member to getting either the day shift or the night shift off but not both, by deleting it in its entirety and replacing it with the following:

For three tours (Christmas Eve, Christmas Day, and Christmas night) the number of employees allowed to take vacation shall be increased from four (4), up to a maximum of eight (8), based on the willingness of up to four other unit members, scheduled to be off on such shift(s), to volunteer to work such shift(s) on an overtime basis. No later than the first week of December of each year, the Union shall supply the Fire Chief with a list of up to four volunteers for each shift. Two lotteries, one for the day shift and one for the night shift, will then be conducted to determine which unit employees (between four, if there are no volunteers, and eight if there are four volunteers) who wish to take vacation will be allowed to do so. It is understood that neither the employees opting to take vacation nor the volunteer for overtime shall receive the holiday premium pay under Article 6.6. A member may take off either the day shift or the night shift but not both.

14. Add Article 28.2 "INTER-STATION TRANSFERS", When a member is detailed to another station for a night tour and the count remains the same, the detailed member will leave for the detail at 1630hrs so the member that has the night off can be relieved on time.

City of Brockton
By its Mayor

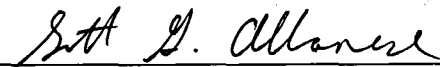


Robert F. Sullivan

Brockton Firefighters Union
IAFF Local 144
By its Bargaining Team



William Hill



Scott Albanese



James Nee



Michael McKenna



Matthew Warner