

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON
AND
BROCKTON POLICE PATROLMEN'S ASSOCIATION
(JULY 1, 2022 – JUNE 30, 2025)**

This **MEMORANDUM OF AGREEMENT** ("MOA"), entered into by and between the City of Brockton (the "City") and the Brockton Police Patrolmen's Association (hereinafter interchangeably referred to as the "Union" and/or "BPPA"), collectively referred to as the "parties," sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the City's negotiating teams, subject to ratification by the Union membership, and funding by the Brockton City Council as required by law. For purposes of further negotiations and/or impasse procedures, this MOA shall be considered off-the-record until ratification and funding occur. Failing such ratification or funding, both parties will be free to revert to their on-the-record positions.

The Collective Bargaining Agreement (CBA), which expired on June 30, 2022, shall be extended without change for a period of three years except as provided herein. Upon bargaining unit ratification, joint execution of this MOA, and requisite City Council adopting action, the parties agree to integrate the amendments set forth herein with the existing CBA, as well as make non-substantive modifications to the form of the agreement to correct any typographical, grammatical or formatting errors. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2025. Unless otherwise stated, all provisions shall be effective July 1, 2022 and all amounts provided for shall be retroactive to July 1, 2022 unless their effective date is expressly provided for at a different date than July 1, 2022.

1. **Duration** 3 Years July 1, 2022 through June 30, 2025

2. **Wages**

a. COLA

FY23 Retroactive to July 1, 2022 2.0% on base wages

FY24 Retroactive to July 1, 2023 2.0% on base wages

Effective January 1, 2024 1.0% on base wages

FY25 Effective July 1, 2024 2.0% on base wages

Effective January 1, 2025 2.0% on base wages

The existing wage scales shall be amended and listed in Appendix "A" to reflect the foregoing base wage increases. Quoted salary amounts in Appendix "A" are subject to verification of mathematical calculations by the Auditor's Office.

b. Step 6 Increase

The parties agree to amend the existing wage scales listed in Appendix A to reflect the following:

FY23 Retroactive to July 1, 2022, Police Officer Step 6 shall be increased by Twenty-Five (\$0.25) Cents per hour.

FY25 Effective July 1, 2024, Police Officer Step 6 shall be increased by Twenty-Five (\$0.25) Cents per hour.

3. **Defibrillator Stipend**

Amend Article 19.7 as follows:

Re-Title: Medical/FirstResponder/Mental Health Stipend

Increase to \$3,000.00.

4. **Night Differential**

Amend Article 19.5 as follows:

Increase Night Differential for members working the Midnight-8:00 a.m. to 12%.

5. **Supplemental Longevity Language Change**

Amend Article 19.2, Supplemental Longevity, (B), (C) and (D) as follows:

Amend 27 Years of Service to 25 Years of Service, including that creditable under M.G.L. c. 32.

Amend 28 Years of Service to 26 Years of Service, including that creditable under M.G.L. c. 32.

Amend 29 Years of Service to 27 Years of Service, including that creditable under M.G.L. c. 32.

6. Bilingual Pay

Amend Article 19, Wages, by adding Section 19.9 entitled Bilingual Stipend to read as follows:

Members who are eligible for bilingual pay must pass a City of Brockton approved conversational proficiency examination to receive a bilingual stipend of \$1,000.00 per year. No Officer is entitled to bilingual pay unless and until the Officer has submitted proof of successful completion of an examination or other certification that is acceptable to the Chief of Police, with a copy to the Human Resources Department. The parties shall meet after this agreement is approved to work out the details of what examination or certification process will qualify an officer to receive the Bilingual Pay. The payment will be made in the Officer's regular paycheck. All employees receiving this stipend are expected to utilize their language skills to support the police department's and community's multilingual communication needs.

7. Sick Bank

Amend Article 9.16 (U) by replacing the current language with the following: "It is understood that the Bank shall be funded by the members' donation of sick time. Each member who wishes to participate in the Bank shall be permitted to donate one (1) sick day per fiscal year. Said donations must be made no later than July 30th following the start of the fiscal year. Failure to contribute to the bank within this timeframe will result in the member being ineligible for the Bank benefits hereunder for that Fiscal Year but a member may contribute in the following or subsequent fiscal years if such donations are made in accordance with the timeframe set forth above. No members shall donate more than one (1) sick day per fiscal year.

Amend Article 9.16(V) as follows: "The Bank shall maintain a minimum of Three-Thousand (3,000) Hours at all times. Should the number of hours exceed Three-Thousand (3,000), those members of the bargaining unit who contributed the prior fiscal year shall be exempt from the contribution requirements set forth under Article 9.16 until the balance of hours drops below Three Thousand (3,000). When the Bank balance goes below 3,000 hours, all bargaining members must contribute in accordance with Article 9.16 during the next fiscal year."

8. **Injured On Duty**

Add subsection (L) to Article 10, Injured on Duty, to read as follows:

(L) Employees may be required to provide periodic reports concerning medical status to the Chief of Police or the Chief's designee upon request.

9. **Personal Days**

Amend Article 34.1, Personal Days as follows:

Add July 5th and New Year's Eve to the enumerated days personal leave may not be used.

10. **Sick Leave**

Amend Article 9.17, Sick Leave Review Policy, to read as follows:

(A) The following sick leave review policy represents an effort by both the Brockton Police Association and the Chief of Police to protect the legitimate use of sick leave benefits to members of the bargaining unit while providing the Chief of Police with the ability to police potential abuse of such benefits. Both parties realize that correcting an employee's potential abuse is a benefit to the efficient operation of the police department. To that end, both parties agree to implement this policy with the goal of eliminating sick leave abuse through corrective action short of formal discipline. If, after first having been subjected to such *informal* corrective action, any member of the bargaining unit continues to fall into a category of sick leave abuse, then that member shall become subject to further action by the Chief of Police. Such further actions by the Chief of Police shall be *formal* and of a negative disciplinary nature.

(B) Any employee of the Brockton Police Department who illustrates an unusual pattern of sick leave behavior may be subjected to sick leave review. The Chief of Police or his designee shall conduct such leave review. The employer agrees that the above referenced standards must be applied in a fair, non-discriminatory and uniform manner.

(C) Any employee who falls into any of the following categories will be subject to sick leave review:

(1) An employee who has used in excess of fifteen (15) undocumented sick days in one calendar year period. (For purposes of this policy, undocumented shall mean sick days used without a doctor's note);

(2) Any employee who works a five and two schedule and has any combination of three unusual patterns or any employee who works a four and two schedule and has any combination of five unusual patterns of the following sick leave behavior:

i. Use of a sick day or sick days before or after any scheduled day off, including without limitation vacation leave, personal day, time due day, holidays enumerated in this Agreement and/or in conjunction with regularly

scheduled days off; or,

ii. Use of a sick day or days illustrating a repetitive pattern such as use of a sick day on any particular day of the week on a repetitive basis.

(D) If, as a result of reviewing sick leave records in accordance with the standards set forth above, it is determined that the employee has shown an undocumented and/or inordinate use of sick leave, the employer shall schedule a meeting with the employee and the employee's union representative. Prior to this meeting, the employer shall forward to the employee a written summary of the conduct that the employer claims justifies invoking the sick leave review. At such meeting, and prior to invoking any penalty or discipline, the employee shall be afforded the opportunity to explain or justify the reason for the absences.

(E) If the employer rejects the employee's explanation, the employee will be subject to a period of sick leave probation of ninety (90) days, and for the first sick leave probation, during the first 14 days of sick leave probation, the employee shall neither work, nor be assigned any details, road jobs, or overtime assignments. If a second sick leave probation occurs within 24 months from the end of the first probation, then during the first 30 days of sick leave probation, the employee shall neither work, nor be assigned, any details, road jobs, or overtime assignments. Employees must always answer court summonses. While on sick leave probation, the employee must provide written documentation to the Chief of Police for any sick day. Failure to provide such documentation shall result in further disciplinary action against the employee. Such further action may include, but is not limited to, revocation of the probation and the imposition of a suspension. Said documentation must be turned over to the employee's supervisor on the first day of the employee's return to work after having used the sick day(s). The supervisor, in turn, shall deliver the documentation to the Office of the Chief of Police.

(F) The above sick leave review policy shall be the first action taken by the Chief to initiate corrective action against any employee for alleged sick leave abuse. If use of this policy fails to correct sick leave abuse on the part of any given employee, then the Chief reserves the right to take further disciplinary action as necessary to correct said abuse. In order for this policy to be applied in a consistent manner, each employee shall be reviewed on a calendar year basis. For those employees who are found to be sick leave abusers (as outlined in this policy) and subjected to the sick leave probationary period, the end of the calendar year will not mean that sick leave abuse in the next calendar year would result in a fresh probationary period. Rather, employees who have been subject to the probationary period for sick leave abuse in a given calendar year will have their records reviewed again in subsequent years. Those employees whose sick leave records show them to be sick leave abusers (as outlined in this policy) and who have already been given the benefit of the informal probationary period shall be subject to further progressive discipline.

(G) In order to be removed from the possibility of such further progressive discipline, an employee must show an abuse-free record for a period of two (2) years commencing from the end of a sick leave probationary period. For those employees who have been subjected to a probationary period and then had further abuse of sick leave resulting in progressive discipline, the two-year abuse-free period will be deemed to commence at the end of whatever discipline was given. For instance, if a five-day unpaid suspension was given, the two year "clean" period

would begin on the first day the employee returned to work after completion of the suspension. Those employees who have so shown themselves to be free of sick abuse for the two (2) year period after a probation was imposed shall then be considered to be in the same category as those employees who have never been on a sick leave probation. Subsequent measures taken after such two (2) year clean period will again begin with a ninety (90) day probationary period.

Renumber Article 9 subsections in accordance with additions/deletions proposed above.

11. Extra Paid Detail

Effective upon City Council funding this Agreement, Article 27.13(A), shall be amended by increasing the basic detail rate to Sixty (\$60.00) Dollars.

12. Sick Leave Buyback

Effective July 1, 2023, Amend Article 9.15, Annual Sick Leave Buyback, by adding the following sentence to the first paragraph: "Employees shall be permitted to buy back sick leave at any point during the year in which the employee retires, however, sale of sick leave can only occur once each year."

13. Holiday

Amend Article 13.6 as tracked below:

In addition to any other compensation to which an employee is entitled pursuant to any other provisions of this Agreement, for each hour actually worked by an employee pursuant to his/her the employee's regular schedule, forced overtime for Patrol Division shift work only, or assigned overtime for Patrol Division shift work only, or those working the holiday as a result of pre-approved (by Commanding Officer and Operations Captain) shift swap with another patrol officer for Patrol Division shift work only, during the twenty-four (24) hour period of any holiday recognized by this Article, such employee shall receive one (1) full hour of his/her applicable rate of compensation, inclusive of night differential and of educational compensation, the latter calculated without night differential fold-in, for each such hour actually worked during such holiday period pursuant to the employee's regular schedule. For purposes of this Section, the holiday shall be the 24-hour calendar day of celebration. The "actually worked" qualifying standard for receipt of this benefit is intended to exclude from benefit receipt only those employees not regularly scheduled to work a tour during a holiday, with the exception of those instances expressly set forth above (forced OT, assigned OT, swaps), and those employees who, although scheduled to work such a tour, are absent because of vacation, personal leave, sick leave or injury leave.


14. Outstanding Arbitration


In consideration of reaching the settlements contained herein, the parties have agreed to forgo the arbitration filed by the Union which was scheduled to be heard on August 1,


2023 in relation to the number of annual vacation picks allowed per shift and have entered into a separate side letter addressing the terms and conditions of said agreement.


Dated this ^{7th}~~26~~ day of July, 2023.

BROCKTON POLICE PATROLMEN'S
ASSOCIATION, (BPPA),

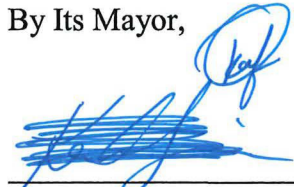








CITY OF BROCKTON,
By Its Mayor,



ROBERT F. SULLIVAN



APPROVED AS TO FORM:



Law Department