

Town of Stoughton

Annual Town Meeting, May 2023 - ARTICLE 15

Local 1512 International Association of Firefighters A.F.L.-C.I.O.

Estimated Summary of cost for MOA

| | FY 2024 | FY 2025 | FY 2026 |
|-------------------------------------|-----------------|-----------------|-----------------|
| Salary | \$ 5,201,370.72 | \$ 5,305,389.84 | \$ 5,411,497.63 |
| Education Stipend | \$ 65,000.00 | \$ 141,581.73 | \$ 144,413.36 |
| Support Equipment Stipend | \$ 18,900.00 | \$ 18,900.00 | \$ 18,900.00 |
| Fire Field Training Officer Stipend | \$ - | \$ 6,000.00 | \$ 6,000.00 |
| Fitness Stipend | \$ - | \$ 15,750.00 | \$ 15,750.00 |
| ProBoard Certs Max | \$ - | \$ 63,000.00 | \$ 63,000.00 |
| Total of Above | \$ 5,285,270.72 | \$ 5,550,621.57 | \$ 5,659,560.99 |
| Additonal Funding Needed | \$0.00 | \$ - | \$ - |

NOTES:

FY2024 Salary increase 2%.

FY2025 Salary increase 2%.

FY2026 Salary increase 2%.

FY2024 - Support Equipment stipend increase from \$200 to \$300 per person. Continue in FY2025 and FY2026.

FY2025 New Fire Field Training Officer Stipend @ \$1,500.00 for 4 = \$6,000.00. Continue in FY2026.

FY2025 New Fitness Stipend @ \$250 per employee for a total of \$15,750.00. Continue in FY2026.

FY2025 New Professional Board Certification Stipend up to 10 certifications per employee @ \$100 per certification is \$63,000. Continue in FY2026.

**THE TOWN OF STOUGHTON
AND
LOCAL 1512
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS A.F.L.-C.I.O.**

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union, approval by the Select Board, and funding by the Town Meeting as required by law.

The Collective Bargaining Agreement which expires on June 30, 2023 shall be extended without change for a period of three year except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2026.

GENERAL AGREEMENTS

In addition to the amendments noted below, the parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors.

The Parties further agree to update Agreement to conform to Charter by substituting references to "Select Board" for "Board of Selectmen" where appropriate throughout document or any other related conflicting language.

ARTICLE IV

Amend Article IV, Section 1(b) by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

- (b) All new firefighters and those rehired after a five (5) year absence will be sent to and successfully complete ~~the Massachusetts, Boston or Brockton~~ a Fire Academy that meets or exceeds pro board certification standards after their (re)appointment. All new firefighters shall be pro board certified as Firefighter I and II with such certification to be paid for by the Town. Following successful graduation from the applicable Academy, a new firefighter must actually perform the duties of his/her position on a full-time basis for a probationary period of one (1) year before said firefighter shall be considered a full-time tenured employee, provided however, if said probationary firefighter is pro board certified as Firefighter I/II, said firefighter shall count toward staffing. Firefighters assigned to the training academy will be reimbursed for travel expenses at the prevailing rate.

ARTICLE IV (A)

Amend Article IV, Section 1(b) by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

Section 1. Emergency Medical Service

- a. Only firefighters or firefighter recruits shall be used to satisfy the requirements of Emergency Medical Service on or in association with fire vehicles as long as ambulance service is assigned to the Fire Department. Mutual aid calls are not precluded by this provision.
- b. ~~The Chief shall offer to members of the Department opportunities to attend Emergency Medical Services training courses. Such training shall be offered on a seniority basis by group to attain a balance throughout the department.~~
- c. ~~Any man regardless of seniority shall after two refusals go to the end of the list. Should all members of a group refuse, the opportunity shall pass to another group.~~
- d. ~~Because of the rigorous training schedule involved, Local 1512 in cooperation with the Chief of the Department agrees to meet and impress on an EMT candidate the full responsibility he is assuming. Should said candidate decide to forego the training, the opportunity shall pass to the next senior man in the particular group.~~
- e. ~~Any member of the Department who fails to pass the EMT course shall not be given a second course until all other members who are interested have been trained.~~
- f. ~~The parties agree that EMT certification may be required as a condition of employment at the discretion of the Town Manager. In the event the EMT certification requirement is implemented, the requirement shall only apply to bargaining unit members hired after implementation of the requirement.~~

ARTICLE VIII – WAGES

Amend Article VIII, Section 1., paragraphs 4-5 by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

Effective July 1, ~~2020~~ 2023, the pay rates and steps set forth in Attachment A hereto shall apply. New firefighters will be assigned to Step 1 for the duration of their probationary period as defined in Article VI, Section 2 (b). Upon successful completion of their probationary period, new Firefighters will automatically advance to Step 2. Advancement to other steps by Firefighters and the other ranks that are set forth in the charts in Attachment A shall be based on years of service within the Stoughton Fire Department.

The rates listed in Attachment A reflect the following cost of living adjustments:

~~July 1, 2020 — 2.0%~~

~~July 1, 2021 — 1.5%~~

~~July 1, 2022 — 1.75%~~

July 1, 2023 — 2%

July 1, 2024 – 2%

July 1, 2025 – 2%

Amend Article VIII, Section 1(f) by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

Section 1(f) Anniversary Date

An employee's anniversary date shall be one (1) year after the date of appointment or one year after the date of the last step increase. Employees shall move to Step 2 as set forth in the compensation scheduled, included as Attachment A, 1 year after the employee's appointment date regardless of the completion of his/her probationary period.

Amend Article VIII, Section 1.g., by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

Section 1(g)

Any re-certification training which can be done on-line will satisfy any re-training and re-certification requirements under the CBA. Additionally, members may use two (2) sick days annually for approved training which days shall not be considered when calculating earned time eligibility under Article VII, Section 1(b) shall be paid overtime for training approved by the Chief or designee in his or her sole discretion based on operational needs and subject to funding.—

Effective July 1, 2024, Amend Article VIII, by adding a new Section 1(h) as follows:

Effective July 1, 2024, employees who have completed twenty-nine (29) years of service with the Stoughton Fire Department shall receive additional compensation of 3.5% of their applicable salary under Article VIII applied to their base pay.

Amend Article VIII, by adding a new Section 1(i) and 1(j) as follows:

Section 1 (i)

Effective July 1, 2024, there shall be one (1) EMS Field Training Officer per group. The compensation shall be \$1,500.00 per year. The EMS Field Training Officer shall be appointed from those applicants with the most effective combination of ability, qualifications, experience and seniority as determined by the Fire Chief in his/her discretion. In the event all other factors are substantially equal, the most senior applicant shall be appointed.

Section 1 (j)

Effective July 1, 2024, there shall be one (1) Fire Field Training Officer per group. The compensation shall be \$1,500.00 per year. The Fire Field Training Officer shall be appointed from those applicants with the most effective combination of ability, qualifications, experience and seniority as determined by the Fire Chief in his/her

discretion. In the event all other factors are substantially equal, the most senior applicant shall be appointed.

ARTICLE VI - VACATION, SENIORITY, HOLIDAYS, UNIFORMS

Amend Article VI, Section 6.d., by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

1. The Town will pay each employee on the first pay day in December \$100.00 for support equipment. Effective July 1, 2017, the Town will pay each employee on the first pay day in December \$200.00 for support equipment. Effective July 1, 2023, the Town will pay each employee on the first pay day in December \$300.00 for support equipment.

ARTICLE VII – SICK LEAVE

Amend Article VII, Section 2, paragraphs 1-2 by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

Section 2. Sick Leave Buy-Back

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with one hundred and fifty (150) or more unused sick days shall receive fifty dollars (\$50.00) for each accrued but unused sick day the employee has up to a maximum of ~~three hundred (300)~~ three hundred fifty (350) days as severance pay upon retirement, death or voluntary (without just cause) termination.

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with seventy-five (75) to one hundred and forty-nine (149) unused sick days shall receive ~~twenty-five dollars (\$25.00)~~ thirty-five dollars (\$35.00) for each accrued but unused sick day the employee has as severance pay upon retirement, death or voluntary (without just cause) termination.

ARTICLE XII - PRIVATE DETAILS

Amend Article XII, paragraph 3 by deleting the language shown with a strikethrough and adding the language shown with an underscore as follows:

~~Effective on funding of this 2016-2023~~ Effective July 1, 2023 Agreement, the private detail rate shall be ~~\$65.00~~ set at the current Deputy Chief Overtime Rate plus \$5.00 per hour.

ARTICLE XIII - EDUCATIONAL INCENTIVE

Effective July 1, 2024, amend Article XIII, Section 1., subsection c by adding a new paragraph before paragraph 4 which begins "For the employees who are hired on or after October 24, 2019, the list of qualifying" as follows:

Effective July 1 2024, any member who has attained a qualifying degree as set forth below shall receive an education incentive in the following amounts NOT to be applied to

the member's base salary, and shall be payable in a lump sum in second pay period of July each year:

| | |
|---------------------|-----|
| Associate's Degree | 4% |
| Bachelor's Degree | 8% |
| Master's Degree/PhD | 10% |

Amend Article XIII, Section 1., by adding a new subsection d. as follows:

d. Effective July 1, 2025, any member who has attained Pro Board certification as listed in Attachment B shall receive an annual stipend of \$100, up to a maximum of \$500 per employee, payable in the second pay period in December.

ARTICLE XVIII - DURATION

Amend Preamble and ARTICLE XVIII and other applicable provisions, to strike existing dates and replace with "July 1, 2023" and "June 30, 2026" as applicable

Section 1. Duration of Agreement

This contract shall become effective on July 1, ~~2020~~2023. It shall expire on June 30, ~~2023~~2026 if at that time there is a successor agreement effective on July 1, ~~2023~~2026. Otherwise, this contract shall continue in effect beyond June 30, ~~2023~~2026 until such successor contract goes into effect from July 1, ~~2023~~ 2026 but in no event shall it continue in effect beyond June 30, ~~2024~~2027.

NEW ARTICLE - ARTICLE XXIII – FITNESS INCENTIVE

Amend Agreement by adding a new Article XXIII., as follows:

ARTICLE XXIII

FITNESS INCENTIVE

In the spirit of the health and wellness for the Fire Department and the members of Local 1512, the Town shall pay a stipend to each member for the successful completion of a physical fitness test each fiscal year beginning in FY 2025 (July 1, 2024).

Such test will be comprised of the following events utilizing the Cooper Standards of physical fitness: 1.5 mile timed run or bicycle equivalent as agreed by both parties, 1 minute timed sit-ups and 1 minute timed pushups. At no time will a member be required to take part in this test, it shall be voluntary. As the test is entirely voluntary, the members participating agree that they will sign an acknowledgement form prior to participation noting that should they injure themselves from the exertion inherent to a fitness activity, such injury shall not constitute Injury in the Line of Duty and the members shall not qualify for 111F pay or benefits. The qualifying times shall be derived from the table below.

- \$250 stipend – achieving the 50th percentile 1.5 mi run; sit ups; and Push Ups for corresponding age and gender of member
- \$500 stipend – achieving the 80th percentile 1.5 mi run; sit ups; and Push Ups for corresponding age and gender of member

(<https://www.tucsonaz.gov/files/police/CooperStandards.pdf>)

The test shall be administered once per Fiscal Year (July 1 to June 30), on dates to be determined by the Chief or designee. A member may take, or retake, the test on multiple dates per Fiscal Year; however, the member shall be limited to receiving one

physical fitness test stipend per Fiscal Year. The time, date and location of the test shall be posted at least 30 days prior to the testing date. The Town will allow a member to take time off, sufficient to participate in the Voluntary test, if he/she is assigned to work at the time of the test.

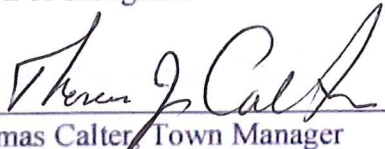
Upon successful completion of the test, the Town shall pay the member the eligible stipend based on their performance within thirty (30) days of completion of the test.

Article VI


Section 5

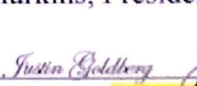
Add Juneteenth to list of paid holidays resulting in 6 paid in December and 6 in June.

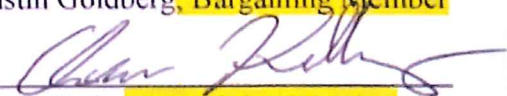
Town of Stoughton


Thomas Calter, Town Manager

Local 1512, International Association of
Firefighters A.F.L.-C.I.O.


Brian Harkins, President


Justin Goldberg, Bargaining Member


Andy Kelly, Bargaining Member


Gio Rodriguez, Bargaining Member

Date: 4/2/2023

Date: 3/28/2023

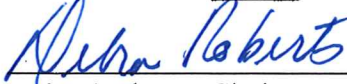
RATIFIED:

Stoughton Select Board

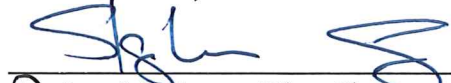
Local 1512, International Association of
Firefighters A.F.L.-C.I.O.

By Majority Vote

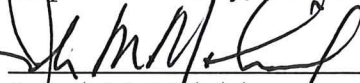
Dated: October _____, 2022



Debra Roberts, Chair



Stephen M. Cavey, Vice Chair



Joseph M. Mokrisky



Scott Carrara

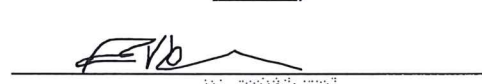


Lou Gitto

Date: _____

By Majority Vote

Dated: October _____, 2022



, President

_____, Bargaining Member

Approved as to legal form:

Kate Feodoroff, Labor Counsel

Attachment A

FY24 - July 1, 2023 (Reflects 2% COLA)

Firefighter

| | Step 1 | Step 2 (1 year) | Step 3 (5 years) | Step 4 (15 years) | Step 5 (25 years) |
|-----------------|---------|-----------------|------------------|-------------------|-------------------|
| Firefighter - P | \$34.84 | \$36.11 | \$36.49 | \$37.14 | \$38.24 |
| Firefighter - B | \$33.26 | \$34.42 | \$34.77 | \$35.38 | \$36.43 |

Lieutenant

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) |
|----------------|---------|------------------|-------------------|-------------------|
| Lieutenant - P | \$41.97 | \$42.40 | \$43.13 | \$44.43 |
| Lieutenant - B | \$39.97 | \$40.38 | \$41.09 | \$42.32 |

Captain

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) |
|-------------|---------|------------------|-------------------|-------------------|
| Captain - P | \$46.90 | \$47.38 | \$48.22 | \$49.66 |
| Captain - B | \$43.81 | \$45.15 | \$45.94 | \$47.30 |

Deputy

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) |
|--------|---------|------------------|-------------------|-------------------|
| Deputy | \$51.20 | \$51.71 | \$52.61 | \$54.20 |

FY25 - July 1, 2024 (Reflects 2% COLA & added Step at 29 years 3.5% increase)

Firefighter

| | Step 1 | Step 2 (1 year) | Step 3 (5 years) | Step 4 (15 years) | Step 5 (25 years) | Step 6 (29 years) |
|-----------------|---------|--------------------|---------------------|----------------------|----------------------|----------------------|
| Firefighter - P | \$35.53 | \$36.84 | \$37.22 | \$37.89 | \$39.01 | \$40.37 |
| Firefighter - B | \$33.93 | \$35.11 | \$35.47 | \$36.09 | \$37.16 | \$38.47 |

Lieutenant

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) | Step 5 (29 years) |
|----------------|---------|---------------------|----------------------|----------------------|----------------------|
| Lieutenant - P | \$42.81 | \$43.25 | \$44.00 | \$45.32 | \$46.91 |
| Lieutenant - B | \$40.77 | \$41.19 | \$41.92 | \$43.17 | \$44.69 |

Captain

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) | Step 5 (29 years) |
|-------------|---------|---------------------|----------------------|----------------------|----------------------|
| Captain - P | \$47.84 | \$48.33 | \$49.19 | \$50.18 | \$51.94 |
| Captain - B | \$44.69 | \$46.06 | \$46.86 | \$48.25 | \$49.94 |

Deputy

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) | Step 5 (29 years) |
|--------|---------|---------------------|----------------------|----------------------|----------------------|
| Deputy | \$52.23 | \$52.75 | \$53.67 | \$55.29 | \$57.23 |

FY26 - July 1, 2025 (Reflects 2% COLA & added Step at 29 years 3.5% increase)

Firefighter

| | Step 1 | Step 2 (1 year) | Step 3 (5 years) | Step 4 (15 years) | Step 5 (25 years) | Step 6 (29 years) |
|-----------------|---------|--------------------|---------------------|----------------------|----------------------|----------------------|
| Firefighter - P | \$36.25 | \$37.58 | \$37.96 | \$38.65 | \$39.80 | \$41.18 |
| Firefighter - B | \$34.61 | \$35.82 | \$36.18 | \$36.82 | \$37.91 | \$39.24 |

Lieutenant

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) | Step 5 (29 years) |
|----------------|---------|---------------------|----------------------|----------------------|----------------------|
| Lieutenant - P | \$43.67 | \$44.12 | \$44.88 | \$46.23 | \$47.85 |
| Lieutenant - B | \$41.59 | \$42.02 | \$42.76 | \$44.04 | \$45.59 |

Captain

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) | Step 5 (29 years) |
|-------------|---------|---------------------|----------------------|----------------------|----------------------|
| Captain - P | \$48.80 | \$49.30 | \$50.18 | \$51.19 | \$52.97 |
| Captain - B | \$45.59 | \$46.99 | \$47.80 | \$49.22 | \$50.94 |

Deputy

| | Step 1 | Step 2 (5 years) | Step 3 (15 years) | Step 4 (25 years) | Step 5 (29 years) |
|--------|---------|---------------------|----------------------|----------------------|----------------------|
| Deputy | \$53.28 | \$53.81 | \$54.75 | \$56.40 | \$58.37 |

Attachment B

(Pro-Board Certifications)

MA Fire Academy, or National Board of Fire Service Professional Qualifications:

1. Firefighter I/II
2. Fire Instructor I,
3. Fire Instructor II
4. Fire Instructor III
5. Fire Officer I
6. Fire Officer II
7. Fire Officer III
8. Fire Officer IV
9. Fire Prevention Officer I,
10. Fire Prevention Officer II,
11. Fire Prevention Officer Credentialing I
12. Basic Fire Investigation,
13. Advanced Fire Investigation,
14. Incident Safety Officer
15. Public Fire Educator
16. Fire Inspector I
17. Fire Inspector II
18. HazMat Technician,
19. Hazardous Materials: Operations Level Responder
20. Driver Operator/Pumper,
21. Driver Operator/Aerial,
22. Incident Safety Officer
23. Technical Rescuer: Rope Rescue I/II, Confined Space Rescue I/II, Trench Rescue I/II, Surface Water I/II