

**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE TOWN OF EAST BRIDGEWATER AND THE
EAST BRIDGEWATER PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 2768 IAFF**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the **Town of East Bridgewater** (“Town”) and the **East Bridgewater Professional Firefighters, Local 2768** (“Union”) (collectively the “Parties”).

WHEREAS, the Union and the Town have reached agreement on a memorandum of agreement which extends, except as modified herein, the prior collective bargaining agreement which expired on June 30, 2022. This agreement shall be effective from July 1, 2022 and continue thereafter until June 30, 2025.

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

All tentative agreements are subject to ratification of the complete collective bargaining agreement. Failure to reach full agreement will nullify any tentative agreement reached by the parties.

1. Wages –
 - a. Appendix – See attached proposed wage scale, which includes the following modifications:
 - i. 7/1/22 – **2% general increase, retroactive.**
 - ii. 7/1/23 – **2% general increase for EMT-Basics; 4% general increase for paramedics, add EMT and Paramedic stipend to base pay in wage scale.**
 - iii. 7/1/24 – **2% general increase for Basic-EMT; 4% increase for Paramedics.**
 - b. No change in Steps in wage scale.
 - c. Effective 7/1/23 – **increase rank differential for Lieutenant to 10% over top step Firefighter/Paramedic.**
 - d. Effective 7/1/23 – **increase rank differential for Captain to 5% over top step Lieutenant.**
 - e. Effective 7/1/23 – **increase rank differential for Deputy Chief to 5% over top step Captain.**
 - f. Effective 7/1/23 – **Delete Firefighter/EMT-I, Lt/EMT-B, Admin Lt/EMT-B, Admin Lt/EMT-P, Capt/EMT-B, Admin Capt/EMT-B, Admin Lt/EMT-B and Deputy Chief/EMT-B.**
 - g. Effective 7/1/23 – **Rename Lt/EMT-P to Lieutenant; Capt/EMT-P to Captain; Deputy Chief/EMT-P to Deputy Chief in wage scale.**

- h. Effective 7/1/23 – Article 7 - **Overtime shall be computed using the employees base pay, plus any stipends in Article 7.7, plus longevity in Article 14.7-2, plus holiday pay for the seven (7) day payment in December. This number shall be divided by 52 weeks, then by 42 hours then multiplied by 1.5.**
- 2. Article 11.6 – add wording **‘the Administrative Officer shall not count as shift strength, except for OJI and long-term illness or off-the-job injury’.**
- 3. Article 10.7 – change 30 days to **28 days (4 weeks).**
- 4. Article 14 – Sick Leave. Change days to hours. 1 day = **12 hours.**
 - a. 14.1(B)(1) – 12 days = **144 hours**
 - b. 14.1(B)(2) – 13 days = **156 hours**
 - c. 14.1(B)(3) – 14 days = **168 hours**
 - d. 14.1(B)(4) – 15 days – **180 hours**
 - e. **14.1(C) – Employees shall be charged the actual number of sick hours used for the hours they are out sick.**
 - f. 14.2 – change 150 days to **1,800 hours**; change 120 days to **1,440 hours**; change ‘50% of a days pay for each day sold back to the Town to **‘50% of their hourly rate for each hour sold back to the Town**; change (in last line) to **hours** accumulated.
 - g. 14.3 Sick Bank – **Convert days to hours, 12 hours per day.**
 - h. 14.3(B) – Change two (2) days to **24 hours.**
 - i. 14.3(C) – Change ‘number of days’ to **number of hours.**
 - j. 14.3(D) – Change thirty (30) days to **360 hours.**
 - k. 14.4 – Family Sick – Change five (5) days to **60 hours.**
 - l. 14.6 – Sick leave buy back – Change 75 days to **900 hours**; change ‘sick days in excess of 150’ to ‘sick hours in excess of **1,800.**
- 5. Article 14.2A – Add sentence **‘Employees out on injured leave pursuant to General laws C.41, S.111F shall report weekly to the Fire Chief or his/her designee with an update on the employee’s condition, treatment and prognosis for return. Said report may be done by phone call or email. If said weekly report is not made by the employee, upon notification by the Fire Chief or his/her designee, said report shall be provided within seventy-two (72) hours of request, unless the employee is incapacitated due to a debilitating illness or injury or is admitted to a health care institution for care, through no fault of the employee. Failure to comply may result in discontinuation of 111F benefits.**

6. Article 11.3 – increase maximum hours to **48**, cannot be ordered in past 38 hours, except in emergency situations as determined by the Chief.

7. Article 16.1 – Holidays

a. **Add Christmas Eve to list of holidays requiring voluntary agreement to cover (in Appendix A)**

b. Add Juneteenth

Revise as shown.

~~16.2 An employee shall be guaranteed thirteen (13) paid holidays as provided for in Article 16.1. Payment shall be computed at the rate of ten (10) hours per day. Employees who have accrued seven (7) shifts leave in lieu of pay, as per the schedule in Article 16.3, shall receive six (6) day payment the first pay period in December. Employees who have not accrued seven (7) shifts leave in lieu of pay, shall receive a payment on the first pay period in December equal to thirteen (13) minus the number of shift leave in lieu of pay they have accrued, as per the schedule in Article 16.3, in accordance with article 16.4. Employees who have accrued seven (7) holidays shall be allowed to sell back up to two (2), if accrued, at the rate of ten (10) hours per day, prior to May 15th of each year.~~

New - An employee, who has completed one (1) full year of service, shall be guaranteed fourteen (14) paid holidays as provided for in Article 16.1 on July 1st of each year, with a seven (7) day payment the first pay period in December. Payment shall be computed at the rate of ten (10) hours per day. The remaining seven (7) holidays may be used as time-off in lieu of pay, however employees shall be allowed to sell back up to the balance of seven (7) days, if accrued, at the rate of ten (10) hours per day, prior to May 15th of each year.

8. Article 5.1 – Delete Step 1, renumber steps accordingly. **Add new first sentence to next step, ‘Grievances must be filed with the Fire Chief within sixty (60) days of the occurrence of the issue giving rise to the grievance. Failure to do so will result in the grievance being waived’.**

9. Articles 3 Permanent Employees

a. 3.1 add at end of sentence **‘and has obtained their paramedic and Firefighter I/II certification from a Career Recruit Academy’.**

b. 3.2 add at end of *‘a full-time employee that has not completed one full year of service* **‘and has not become certified as a Firefighter I/II and has not been certified as a Paramedic for at least six (6) months.**

10. Housekeeping:

a. Article 7.7 – reinsert reference to requiring the use of **IamResponding** that was mistakenly deleted in the last MOA. – **‘Employees shall be required to use IamResponding or similar application when responding on recall and the future use of online scheduling software is mandatory’.**

b. Delete Article 4.4

11. Article 19.3 – replace with the following:

- Indemnity – 50%
- PPO – 60%
- HMO – 70%

By its Select Board,
duly authorized,

By its Bargaining Team,
duly authorized,

Carol Tuling

Mr. AS Kandy

[Handwritten signature]

Paul Woolf

Nickolas Carzeme

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