

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into on this 21st day of June 2022, by and between the authorized representatives of Local 172, International Association of Firefighters, AFL-CIO (Union) and the City of Salem (City) and reflects the agreement of the Union and the City to amend and extend the existing collective bargaining agreement for an additional three years, through June 30, 2024, with the following new terms to be incorporated therein:

- 1. Change Article VII: Salary Schedule to reflect increases of 2.5% on July 1, 2021, 2.5 on July 1, 2022, 3% on July 1, 2023, and a 1% increase on June 30, 2024 as follows:**

Section 1. Salaries:

- A. For Employees Initially Employed Prior to July 1, 2007*

Annual Salaries Effective for Fiscal Year 2022 (effective and retroactive to July 1, 2021)

Firefighter	\$64,597.47
Mechanic	\$72,260.75
Lieutenant	\$76,225.02
Captain	\$87,658.78
Deputy Chief	\$100,807.88

Annual Salaries Effective for Fiscal Year 2023 (effective July 1, 2022)

Firefighter	\$66,212.41
Mechanic	\$74,067.27
Lieutenant	\$78,130.64
Captain	\$89,850.25
Deputy Chief	\$103,328.08

Annual Salaries Effective for Fiscal Year 2024 (effective July 1, 2023)

Firefighter	\$68,198.78
Mechanic	\$76,289.28
Lieutenant	\$80,474.56
Captain	\$92,545.76
Deputy Chief	\$106,427.92

Annual Salaries Effective for on last day of Fiscal Year 2024 (effective June 30, 2024)

Firefighter	\$68,880.76
Mechanic	\$77,052.18
Lieutenant	\$81,279.31
Captain	\$93,471.21
Deputy Chief	\$107,492.20

- B. For Employees Initially Employed in the Firefighter Rank on or after July 1, 2007:*

Annual Salaries Effective for Fiscal Year 2022 (effective and retroactive to July 1, 2021)

Step 1	\$51,059.65	Mechanic	\$72,260.19
Step 2	\$56,661.50	Lieutenant	\$76,225.02
Step 3	\$61,679.83	Captain	\$87,658.78
Step 4	\$64,597.47	Deputy Chief	\$100,807.88

Annual Salaries Effective for Fiscal Year 2023 (effective July 1, 2022)

Step 1	\$52,336.14	Mechanic	\$74,067.27
Step 2	\$58,078.04	Lieutenant	\$78,130.64
Step 3	\$63,221.82	Captain	\$89,850.25
Step 4	\$66,212.41	Deputy Chief	\$103,328.08

Annual Salaries Effective for Fiscal Year 2024 (effective July 1, 2023)

Step 1	\$53,906.22	Mechanic	\$76,289.28
Step 2	\$59,820.38	Lieutenant	\$80,474.56
Step 3	\$65,118.47	Captain	\$92,545.76
Step 4	\$68,198.78	Deputy Chief	\$106,427.92

Annual Salaries Effective for on last day of Fiscal Year 2024 (effective June 30, 2024)

Step 1	\$54,445.28	Mechanic	\$77,052.18
Step 2	\$60,418.58	Lieutenant	\$81,279.31
Step 3	\$65,769.65	Captain	\$93,471.21
Step 4	\$68,880.77	Deputy Chief	\$107,492.20

2. **Additional Compensation.** Provide a one-time payment of \$1,000.00 to all current employees upon signing of this MOA.

3. **Revise Article V, Union Dues to comport with the Supreme Court decision in the Janus case by deleting Section 2 concerning agency fee payments so that only Section 1 remains:**

Section 1. The City shall deduct Union dues each week from the earned wages of each employee in such amount as determined by the Union provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must have been submitted to the City as provided for under G.L. Chapter 180, Section 17A.

4. Revise Article XI (old Article X), Section 1, Funeral Leave to add mother-in-law and father-in-law as follows:

For the purposes of this article, the term immediate family shall mean and include the following: (current) wife or husband, child, grandchild, father, mother, sister, brother, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, or any person living in the employee's immediate household.

5. Revise Article XI (old Article X), Section 3, Funeral Leave to read as follows:

Upon the death of an employee's aunt, uncle, niece, nephew, or grandparent of spouse, the employee may be allowed one (1) tour leave with full compensation if the wake, funeral, memorial service, or other commemoration falls during the employee's regularly scheduled tour of duty.

6. Revise Article XIII (old Article XII), Section 1, Shift and Apparatus Coverage to remove the reference to Aide so that it reads as follows:

Exclusive of the Deputy Chief, the minimum manpower per tour of duty shall not be less than one (1) officer or one (1) permanent acting officer and two (2) firefighters on each pump; one (1) officer or one (1) permanent acting officer and three (3) firefighters on each ladder truck. The foregoing minimum manning manpower will be maintained when at least 24-hour notice is given to the Chief or his designee that an employee will be absent. When both ladders are in service manning should be 1 officer & 2 FFs. [At no time shall manning fall below 17. Should manning fall below 17, holdovers will be required.]

7. Revise Article XV, (old Article XIV) Section 1 Overtime and delete the existing paragraphs before Part C and substitute the following:

Section 1. If there is a need for overtime in the Fire Department, in excess of the regular work week, because of vacation, sickness, or any other unforeseen condition, such overtime shall be paid at the hourly overtime rate of one and one-half (1 1/2) of the basic hourly rate of his/her regular compensation for his/her average weekly hour of regular duty.

This overtime shall be allotted in accordance with the automated system maintained by the Department with employees notified via text or email of opportunities.

Firefighters shall be hired for Firefighters and Lieutenants, or Captains shall be hired for Company Officers. However, if a Company Officer is absent for a period greater than thirty (30) days or the City reasonably anticipates that a Company Officer will be absent for a period greater than thirty (30) days, then the City shall have the right to designate and employ Firefighters as Acting Company Officers.

8. Vacation Leave Accrual – Add a new Sections 10 -11 to Article XVI/old Article XV, Vacations:

10. Employees hired prior to the date of the execution of this memorandum of agreement shall continue to earn and accrue vacation time in accordance with existing practice. For employees hired after the date of the execution of this agreement, vacation shall be accrued and earned as follows:

- A. From the start of employment, to up to 10 years of service, employees shall accrue vacation time monthly, with one tour accrued at the end of each month of service, with the exception of January, where two tours will be accrued, for a total of 13 tours;*
- B. From 10 to 19 years of employment, employees shall accrue vacation time monthly with two tours accrued at the end of January, March, May, July, September, and November and 1 tour accrued at the end of February, April, June, August, October, and December, for a total of 18 tours annually;*
- C. From 20 to 24 years of employment, employees shall accrue vacation time with two tours earned at the end of every month with the exception of December, which shall be one tour, for a total of 23 tours annually; and*
- D. For 25 or more years of employment, employees shall accrue vacation time with two tours earned at the end of every month for a total of 24 tours annually.*

11. Beginning January 1, 2022, all employees, regardless of the date of hire, shall, be eligible to use their vacation time ahead of earning it, provided that it does not result in the employee having a negative vacation balance at the end of the calendar year. Employees who leave employment for any reason shall be responsible for repayment of any advanced vacation time that has been taken but not yet accrued.

9. Revise Article XVII (old Article XVI) Section 3, Clothing Allowance to change “one (1) leather helmet” to “one (1) leather or fiberglass helmet at employee’s choice”.

10. Revise Article XXIII (old Article XXII), Filling of Vacancies as follows:

Section 3. Assessment Center

The parties agree that the City shall use an Assessment Center component as provided by the Human Resources Division, weighted-graded "Post-list Establishment" for promotion to the rank of Deputy Chief, with scores comprised of 40% for the written test, 40% for the assessment center component, and 20% for Education and Experience credits. The parties agree that the City shall use an Assessment Center for promotion to the rank of Chief, with 80% for the assessment center component, and 20% for Education and Experience credits.

Candidates for Deputy Chief must first achieve a passing grade on the written test to participate in the Assessment Center.

Change Section 4 to allow for emailing:

Section 4. Bid Positions

- 1. Notice of such vacancies shall be posted in writing in each house and shared via email for seven (7) calendar days and employee can make written application, via letter or email to the Chief of the Department to fill such vacancies until the eighth (8th) day following the initial posting date.*

11. Create two new sections (10-11) under Article XXVI (old Article XXV) Miscellaneous to provide as follows:

Section 10. Administrative Officer Staffing

The Union and the City agree to the addition of one (1) Administrative Officer position to the current to be filled at the Chief's discretion from the rank of Deputy Chief, beginning July 1, 2023.

Section 11. Notification Requirement

All employees shall notify the Chief, or his/her designee, within 48 hours of any arrest, indictment, or other criminal charge in any jurisdiction, as well as any motor vehicle violation that results in the loss of the employee's driver's license. In addition, employees shall also notify the Chief or his/her designee within 48 hours if a restraining order has been issued against them.

12. Revise Article XXVIII (old Article XXVII), Section 1, Personal Business Leave to read as follows:

All unit employees shall be allowed five (tours) of personal leave, with regular pay and without benefit loss or make up necessity, for the conduct of personal business. An employee requesting such leave shall provide his/her house commander with at least seven (7) days' notice when possible. Last-minute requests for personal tours will be limited to two per shift and will be granted only if the open spot can be filled without a holdover.

13. Add the following language to the end of Section 1, Article XXVIII (old Article XXVII) Personal Business Leave:

Existing bargaining unit employees, hired prior to the date of the execution of this agreement, shall continue to receive grants of personal leave consistent with current practice.

Bargaining unit employees hired after the date of execution of this agreement shall receive pro-rated personal tours tied to their date of hire and shall not be credited with a full year's contractual personal leave (5 tours) upon their date of hire unless their start date is within the first quarter (January 1 - March 31) of the calendar year. Employees hired within the second quarter (April 1 - June 30) shall receive 4 tours; those hired within the third quarter (July 1- September 30) shall receive 2 tours, and those within the last quarter (October 1 – December 31) shall receive 1 tour. After the first calendar year of employment, all such employees hired after the date of execution of this agreement shall receive frontloaded personal days as of January 1 of each year in the same manner as other employees in the bargaining unit; such personal leave not to be carried over into the subsequent calendar year.

14. Revise Section A Reimbursement of Article XXX (old Article XXIX), Academic Expenses and Credits to add the following language at the end of the paragraph:

Reimbursement for registration fees, tuition, and book expenditures will only be made after the employee successfully completes the coursework and provides written documentation of a passing grade and the receipts proving payment. Prior to registration, employees must notify the Chief to ensure eligibility for reimbursement under this provision and allow the expense to be budgeted.

15. Revise Section B 9 of Article XXX (old Article XXIX), Academic Expenses and Credits and replace the first sentence with the following:

Effective January 1, 2022, all newly promoted Lieutenants shall be required to attend the Fire Officer I training program offered by the Massachusetts Fire Academy within one year of permanent promotion to Lieutenant.

16. Revise Article XXX (old Article XXIX), Section 5 C to provide for EMT certification within one (1) year of the date of completion of the Academy, to read as follows:

Employees hired after execution of this Agreement (December 31, 2012) shall become certified as Emergency Medical Technicians within one (1) year of the date of their completion of the Academy and shall maintain such certification for their tenure as members of the Salem Fire

Department; provided, however, that such requirement shall be suspended if in-house training is not offered and maintained.

17. Revise Article XXXI (old Article XXX) to show an additional Deputy Chief's position to allow for the Chief to select and fill an administrative officer position from the rank of Deputy Chief:

Effective July 1, 2023, the City and The Union agree that the permanent manning of the Fire Department shall consist of the following positions:

TITLE	NUMBER
Chief	One (1)
Deputy Chief	Five (5)
Captain	Ten (10)
Lieutenant	Sixteen (16)
Firefighter	Fifty-eight (58)
TOTAL	Eighty-nine (89)

18. Revise Article XII, Shift and Apparatus Coverage, Section 2 A to change the overtime tours for Deputy Chief from 64 to 80, effective July 1, 2023. There will be no backfilling of the Administrative Deputy Chief's position in the event of an absence.

Agreed upon this 16th day of June, 2022.

SALEM FIREFIGHTERS, LOCAL 172, I.A.F.F.


Justin Henderson, President, Local 172

CITY OF SALEM


Kimberley L. Oriscoll, Mayor


Alan E. Dionne, Chief, Salem Fire Department