

AGREEMENT

Between

CITY OF BROCKTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

Brockton City Hall Administrative Services Association

of the

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA



JULY 1, 2016 - JUNE 30, 2019

TABLE OF CONTENTS

AGREEMENT

ARTICLE I UNION RECOGNITION

ARTICLE II DUES DEDUCTION

ARTICLE III GRIEVANCE PROCEDURE

ARTICLE IV ARBITRATION

ARTICLE V DISCRIMINATION

ARTICLE VI VALIDITY

ARTICLE VII REST PERIODS

ARTICLE VIII BULLETIN BOARDS

ARTICLE IX SICK LEAVE

ARTICLE X BEREAVEMENT LEAVE

ARTICLE XI MANAGEMENT RIGHTS

ARTICLE XII MATERNITY LEAVE

ARTICLE XIII HOURS – OVERTIME- FLEX TIME- COMPENSATORY TIME

ARTICLE XIV VACATIONS

ARTICLE XV HOLIDAYS

ARTICLE XVI SAFETY COMMITTEE

ARTICLE XVII SENIORITY

ARTICLE XVIII PROMOTIONS - VACANCIES

ARTICLE XIX TRANSFERS - PROMOTIONS

ARTICLE XX LONGEVITY INCREMENTS

ARTICLE XXI JURY DUTY

ARTICLE XXII WAGES

ARTICLE XXIII MEDICAL- CAF PLAN- FSA- LIFE INSURANCE COVERAGE

ARTICLE XXIV STEWARDS

ARTICLE XXV NO STRIKES - NO LOCKOUTS

ARTICLE XXVI EMPLOYEE RIGHTS

ARTICLE XXVII NOTIFICATION OF HIRE/TRANSFER

ARTICLE XXVIII PRESENT BENEFITS

ARTICLE XXIX HIGHER CLASSIFICATION PAY

ARTICLE XXX RETIREMENT RECALL

ARTICLE XXXI PERSONAL DAY

ARTICLE XXXII LEAVES OF ABSENCE

ARTICLE XXXIII TUITION REIMBURSEMENT PROGRAM

ARTICLE XXXIV MILEAGE ALLOWANCE AND PARKING

ARTICLE XXXV COMMITTEES AND PROGRAMS

ARTICLE XXXVI PERFORMANCE EVALUATION

ARTICLE XXXVII REDUCTION IN FORCE

ARTICLE XXXVIII ADDITIONAL WAGE ADJUSTMENT

ARTICLE XXXIX CLERICAL INCENTIVE

ARTICLE XL FAMILY MEDICAL LEAVE ACT

ARTICLE XLI RESIDENCY

ARTICLE XLII LIGHT DUTY

ARTICLE XLIII POLICIES

ARTICLE XLIV SICK LEAVE SELL BACK

ARTICLE XLV PARKING

ARTICLE XLVI PART-TIME EMPLOYMENT

ARTICLE XLVII AUTOMOBILE INSURANCE

ARTICLE XLVIII RECORDED CALLS

ARTICLE XLIX SAFE DRIVING

ARTICLE L EDUCATIONAL INCENTIVE

ARTICLE LI DURATION

APPENDIX A- ART. I, PLANNING DEPT., ADMIN III, INCUMBENT JOB DESCRIPTION

APPENDIX B- ART. I, PLANNING DEPT. ADMIN II, JOB DESCRIPTION

APPENDIX C- ART. XVI, HOLIDAYS, SKELETON/COMP TIME- CHRISTMAS & NEW YEAR'S DAY- EXAMPLE SCHEDULES

APPENDIX D- ART. XXXIII, EXISTING WAGE SCALES

APPENDIX E- ART. XXXIX, PENSION FUND'S PREFERRED SCHEDULE

APPENDIX F- ART. XXXIX, PENSION FUND'S APPORTIONMENT SCHEDULE

APPENDIX G- ART. XLIV, POLICIES, CODE OF ETHICS

APPENDIX H- ART. XLIX- RECORDED CALL LINES

AGREEMENT

AGREEMENT made this first day of July, 2007, between the City of Brockton, hereinafter referred to as the "Employer", and the Brockton City Hall Administrative Service Association, Laborers' Local 1162, Massachusetts Laborers' District Council, hereinafter referred to as the "Association".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving misunderstandings or grievances and to set forth herein the basic and full agreement of the parties covering rates of pay, wages, hours of work and other terms and conditions of employment.

ARTICLE I UNION RECOGNITION

The Parties agree that the current Union position titles shall be reclassified and re-titled as follows:

- a. The following positions, which have been classified in Grade Level I, shall now be re-titled and referred to as "Administrative Assistant I":

Floating Senior Clerk (Treasurer/Collector Department)
Senior Clerk (Elections Department)
Principal Clerk (Department of Public Works)
Senior Clerk (Department of Public Works)
Senior Clerk (Board of Health)
Principal Clerk (Collector Department)
Principal Clerk (Treasurer Department)
Floating Principal Clerk (Treasurer/Collector Department)
Senior Clerk (Public Property/Building Department)
Benefit Administrator 2 (Personnel Department)
Principal Clerk (Law Department)
Assistant Program Coordinator (Council on Aging)
Senior Clerk (Cemetery Department)
Principal Clerk (Assessors' Office)
Senior Clerk (Finance Department)

- b. The following positions, which have been classified in Grade Level II, shall now be re-titled and referred to as "Administrative Assistant II":

Secretary (Treasurer Department)
Secretary (Department of Public Works)
Secretary (Parking Authority)
Secretary (Veterans' Services Department)
Principal Clerk (Procurement Department)
Principal Clerk (Police Department)
Head Clerk (Collector Department)
Head Clerk (Assessors' Office)
Head Clerk (Auditing Department)

Secretary (Auditing Department)
Head Clerk (Department of Public Works)
Benefit Administrator 4 (Personnel Department)
Principal Clerk (Public Property/Building Department)
Head Clerk (Parks Department)
Head Clerk (Police Department)
Program Activity Coordinator (Council on Aging)
Principal Clerk (Fire Department)
Specialized Secretary (Planning Department)

- c. The following positions, which have been classified in Grade Level III, shall now be re-titled and referred to as "Administrative Assistant III":

Supervisor of Cash Management (Treasurer Department)
Benefit Administrator 5 (Personnel Department)
Supervisor/Collections (Collector Department)
Accounts Payable Supervisor (Auditing Department)
Specialized Secretary (Mayor's Office)
Payroll Supervisor (Auditing Department)
Head Administrative Clerk (Assessors' Office)
Head Administrative Clerk (Fire Department)
Head Administrative Clerk (Assessors' Office)
Head Clerk (Board of Health)
Head Administrative Clerk (Elections Department)
Head Administrative Clerk (Department of Public Works)
Head Administrative Clerk (Public Property/Building Department)

The positions of Administrative Assistant I, Administrative Assistant II, and Administrative Assistant III contain the following characteristics:

Administrative Assistant I

- Minimum education: Associate's degree or equivalent journeyman's level of trade knowledge;
- Minimum years of prior work experience: 1-3 years;
- Works under the general supervision of a department head: anything not covered by an established policy or regulation check with supervisor for advice or instruction; and
- No regular supervisory responsibility.

Administrative Assistant II

- Minimum education/knowledge: Associate's degree or an equivalent journeyman's level of trade knowledge;
- Minimum years of prior work experience: 3-5 years;
- Works under the general direction of a department head: required to analyze and evaluate to determine the work methods; and
- No regular level of supervisory responsibility.

Administrative Assistant III

- Minimum education/knowledge: Bachelor's degree or an equivalent master craftsman level of trade knowledge;
- Minimum years of prior work experience: 5-7 years;
- Works under the general direction of a department head: required to analyze and evaluate in order to determine the appropriate work methods; and
- Work Leader level of supervisory responsibility.

Municlass Manual Designation: The parties agree and expressly acknowledge that the existing position titles shall correspond to the "Clerical Series" positions recognized in the Municlass Manual. The positions of Administrative Assistant I, Administrative Assistant II, and Administrative Assistant III do *not* correspond to the "Administrative Assistant Series" contained in the Municlass Manual.

Traffic Commission Duties:

1. The duties formerly performed by the Secretary to the Traffic Commissioner, a position eliminated by the City, shall now be performed by the following employees:
 - a. The Administrative Assistant I (formerly known as the Principal Clerk) in the Law Department, a position, in the BCHASA bargaining unit, shall perform clerical duties related to the Traffic Commission.
 - b. The Paralegal in the Law Department, a position in the BCEU bargaining unit, shall perform all supervisory, administrative and legal duties related to the Traffic Commission.
2. Both the Administrative Assistant I and the Paralegal in the Law Department shall continue to report to the City Solicitor who shall determine their work priorities in the event of any conflict between their responsibilities for the Law Department and the Traffic Commission.
3. Any overtime in the Traffic Commission shall be offered first to the Paralegal. If she/he is not available, it will be offered to the Administrative Assistant I in the Law Department, then to the Workers' Compensation Agent. Said overtime shall be paid at the employee's regular rate of overtime pay.

Auditing Department:

1. Staff - The City shall be permitted to cross-train Auditing Department staff who are members of the Brockton City Hall Administrative Services Association to perform the duties of the Payroll Clerks.

Planning Department:

The Parties agree that the position of Specialized Secretary to the Planning Department has been classified as an Administrative Assistant II by the Consultant; however, in accordance with the Implementation of the Upgrade and Reclassification Study side letter executed on December 12, 2018, the Parties stipulate that the employee who currently holds the position of Specialized Secretary for the Planning Department, shall be classified and compensated as an Administrative Assistant III. The final job description for the *current* Specialized Secretary for the Planning Department is attached hereto at **APPENDIX A.**

In consideration thereof, the Parties acknowledge that the current employee in the Specialized Secretary position has in the past performed, and continues to perform, duties beyond those required by said position, particularly in light of the fact that the City went without a City Planner for a number of years. However, whereas the Planning Department now consists of a Department Head i.e. Director of Planning and Economic Development, a Junior Planner, and a Conservation Agent, the Parties agree that, upon the retirement, promotion, and/or separation from employment by the current specialized secretary, any employee who is thereafter hired to fill said vacant position shall be classified and compensated as an Administrative Assistant II in accordance with this study. Said Administrative Assistant II shall thereafter perform the job duties properly within Brockton City Hall Administrative Service Association Union, and as described in the final job description attached hereto and incorporated herein as **APPENDIX B.**

Finance Department:

The employee now occupying the position of Administrative Assistant I (formerly known as Senior Clerk) in the Finance Department shall be permitted, as necessary, to perform the duties and functions of an Administrative Assistant I in the Auditing Department Accounts Payable.

Collector's Division of the Treasurer/Collector's Department:

1. The duties of the Financial Analyst, a vacant position in the Brockton City Employees Union, will be reassigned, in part to the Treasurer/Collector and Assistant Treasurer/Collector, which are non-union positions, and in part to a new position in the Brockton City Hall Administrative Services Association entitled Supervisor of Collections/Bookkeeper. The present Supervisor of Collections shall be named to this new position. The duties and responsibilities of the new

position shall be as described on the attached job description. The position shall be compensated by additional \$6,500 per year on each step of the salary schedule for FY2010 for the present Supervisor of Collections position. The City will seek an appropriation necessary to fund these actions.

The Employer will not aid, promote or finance any labor organization other than the present designated organization which purports to engage in collective bargaining, or make any agreement with such groups of persons for the purpose of undermining the present association or changing any condition contained in this Agreement.

ARTICLE II DUES DEDUCTION

Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the salary of such employee and pay to the Association in the second pay period of each month all membership fees and/or agency fees levied by the Association for the current month.

The City Treasurer shall require of the Treasurer of the Association such bond and in such form as shall satisfy the City Treasurer in accordance with the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws (Annotated).

Pay deduction authorizing the agency service fee shall be on the following form:

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____

To: City of Brockton

Effective _____, I hereby request and authorize you to deduct from my earnings each week the current amount of dues as established by the Union.

The amount shall be paid to the Treasurer of BROCKTON CITY EMPLOYEES UNION, MASSACHUSETTS LABORERS' DISTRICT COUNCIL, LOCAL 1162. These deductions may be terminated by me by giving you a 60-days' written notice in advance or upon termination of my employment.

_____ Employee's signature

_____ Employee's address

In the event that an employee exercises a withdrawal of his/her dues deduction, the employee must make other suitable arrangements for timely payments of the dues with the Treasurer of the Association.

The Association will maintain reasonable records reflecting the cost of collective bargaining and the cost of administration.

ARTICLE III GRIEVANCE PROCEDURE

In the event that a grievance or dispute as to the interpretation or application of the terms of this Agreement should arise, then said dispute or grievance shall be processed in the following manner:

STEP 1 - The aggrieved employee or an Association representative shall present said grievance or dispute in writing within ten (10) working days of its occurrence or knowledge thereof to the Department Head.

The Department Head or his/her designee shall reply in writing within ten (10) working days of the submission of said grievance or dispute.

STEP 2 - In the event the grievance or dispute is not resolved in Step 1, or in the event that the Department Head or his/her designee fails to timely respond to the grievance in writing, the aggrieved employee may submit a copy of said written grievance or dispute to the Mayor or his designee within ten (10) working days after receipt of the written reply from the Department Head.

STEP 3 - The Mayor or his designee shall reply to the Association representative in writing within twenty (20) calendar days exclusive of Saturday, Sundays and holidays after the receipt of said grievance.

The written grievance as submitted in Step 1 shall allege those facts which the aggrieved party asserts as the basis for the grievance or dispute. The written grievance at all levels shall also contain the remedy sought.

ARTICLE IV ARBITRATION

APPEALPROCEDURE: Any grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement that has been processed pursuant to Article IV and has not been resolved, may be submitted for arbitration to the American Arbitration Association by service of written notice upon the Employer within thirty (30) working days after receipt of the Employer's response at Step 3 of the Grievance Procedure provision; failure of the Association to appeal to arbitration shall be

deemed a final waiver of the Association's position and acceptance of the City's position unless the Association reserves its rights to pursue future alleged violations of the agreement.

A grievance submitted for arbitration shall be conducted under the Voluntary Arbitration rules as then prevailing of the American Arbitration Association.

The jurisdiction and authority of the Arbitrator of the grievance and his opinion and award shall be confined exclusively to the specific proviso or provisos of this Agreement at issue between the Employer and the Association. The award shall be in writing and shall be final and binding upon the parties. The Arbitrator shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement.

The Association and the Employer shall each bear its own expenses in the arbitration procedure. However, they shall share equally the fee and other expenses of the Arbitrator incurred in connection with the grievance submitted for determination.

Whenever an employee elects arbitration as the procedure for resolving a grievance involving suspension, removal or termination, arbitration shall be the exclusive procedure for resolving the grievance notwithstanding any contrary provision of sections thirty-nine and forty-one to forty-five inclusive, of chapter thirty one or section sixteen of chapter thirty-two. Conversely, whenever an employee has commenced an action pursuant to sections thirty-nine and forty-one to forty-five inclusive, of chapter thirty-one or section sixteen of chapter thirty-two, he/she shall be precluded from pursuing the matter to arbitration.

ARTICLE V DISCRIMINATION

Neither the Employer nor the Association shall discriminate against or in favor of any employee on account of race, creed, color, national origin, political belief, sex or age. There shall be no discrimination by a Department Head against any employee because of his/her activity or membership in the Association.

ARTICLE VI VALIDITY

If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby. In such event, the parties agree to negotiate in good faith that portion of the Agreement affected.

ARTICLE VII REST PERIODS

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen (15) minute rest periods with pay, except for emergencies or unusual circumstances. No more than one half of the employees in a department shall be on a rest period at the same time. The rest period schedule will be determined by the Department Heads on a department basis.

ARTICLE VIII BULLETIN BOARDS

Bulletin boards shall be made available for use by the Association for the posting of its official notices and other related matters.

Employer announcements shall be posted in conspicuous places, namely, on the bulletin board. Either party may use the bulletin board for notices of a routine nature.

The Department Head shall deliver or mail to the Association Representative a copy of any notice which is to be posted relating to department policies, requisitions for promotion and changes in working conditions.

ARTICLE IX SICK LEAVE

Employees shall accrue one and one-quarter (1 1/4) days of paid sick leave per month, calculated in hours and posted the first day of the month for the previous months' accrual. Employees shall be permitted to take sick leave in hourly increments.

Sick leave time shall accrue for any employee while on vacation or on paid sick leave. Seniority shall accrue when an employee is on a paid sick leave absence. Employees may supplement their Workmen's Compensation from accrued sick leave equal to the employee's average weekly wage.

An employee who is unable to perform his/her duties due to illness, disability, exposure to contagious disease, or on account of a serious illness to an immediate member of the employee's family, shall be paid for each day of absence from his/her accrued sick leave time, said payment to be equal to his/her current daily rate of pay for each day of absence.

It is agreed that there shall be no restriction of accumulation of sick leave time. In the event of termination of employment due to retirement, illness, injury or death, an employee shall receive a cash payment in an amount equivalent to fifty (50%) percent of the number of days of unused, accumulated sick leave in excess of seventy-five (75) days credited to him/her on the date of his/her retirement, or the date of his/her death. In no

event shall such payment exceed the sum of Thirteen Thousand Eight Hundred (\$13,800.00) Dollars. Payments made in accordance with this provision shall not be included in the computation of earnings for the purpose of calculating retirement (pension) benefits unless the statutory law is amended or the existing statutory law is interpreted by a court of appellate jurisdiction in such a way as to determine that such payments by the Employer are required to be so included for the purpose.

In the event of an employee's death, payment shall be made to his/her beneficiary designated in writing, on file with the Retirement Board, or in the absence thereof, to his/her estate for disbursement.

If by the first working day of July, in each contract year, an employee shall have accumulated seventy five (75) days of unused sick leave, he/she shall be entitled to additional compensation as shown below for the ensuing twelve-month period, if he/she shall use within that twelve-month period no sick leave, or shall use sick leave for only one, two, three, or four days. The schedule below reflects the agreement of the parties.

Sick Leave Days Accumulated By The First Working Day of July	Sick Leave Days Used In Twelve-Month Period Following	Additional Compensation To Be Paid By Employer On Or About the Following July 1 In An Amount Equal To
75 Days	0	One Week's Pay
75 Days	1	4/5's of a Week's Pay
75 Days	2	3/5's of a Week's Pay
75 Days	3	2/5's of a Week's Pay
75 Days	4	1/5's of a Week's Pay

If by the first working day of July, in each contract year, an employee shall have accumulated fewer than seventy five (75) days of unused sick leave and uses no sick leave whatever from July 1 through June 30 of that contract year, he/she shall be entitled to additional compensation paid by the Employer in an amount equal to one-half (1/2) of a week's pay.

All such payments of additional compensation will be made on the first payroll next following completion of the twelve-month period involved.

All Department Heads shall keep records of sick leave expenditures.

An employee who is absent because of sickness shall notify the appropriate person in his/her department as to the general nature of his/her illness or injury and, where feasible, the time he/she is expected to be incapacitated and the expected date of his/her return.

Such notice shall normally be given within the first half hour of the first day of such absence except where the nature of the illness or injury precludes it.

When an employee is absent by reason of sickness or injury for a period of more than five (5) consecutive days in a fiscal year, the department head may require said employee to file a certificate of disability by a regularly licensed and practicing physician, or by the City physician, before the employees shall be entitled to compensation as herein provided.

Prior approval: Request for sick leave (not of an emergency nature) for medical, dental or optical treatment shall be submitted two (2) days prior to the beginning of the leave. This provision shall not apply to an employee whose appointment for such treatment has been rescheduled so that the two (2) day notice requirement cannot be fulfilled.

Employees receiving workers' compensation for an injury on the job may supplement the compensation payments up to their regular weekly/biweekly pay by drawing on accrued sick leave.

In the event that an employee is eligible to receive sick leave compensation and receives in addition thereto Workers' Compensation payments during this period, the sum paid by the city for sick leave shall be the difference between the amount of the employee's average weekly/biweekly pay by the City and the amount received in workers' compensation. Any employee out of work due to a work related injury/industrial accident shall be entitled to Workers' Compensation benefits for the first five days of such injury.

An employee, who is absent due to an injury incurred in the line of duty, shall continue to accrue sick leave for twelve (12) calendar months of such absence. Such employee shall not accrue additional sick leave thereafter until such time as she/he returns to work.

No-Pay Status: After a thirty (30) day no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work. This does not include up to six (6) months maternity leave as per the collective bargaining agreement.

SICK LEAVE BANK

A Sick Leave Bank shall be instituted which shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the City. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility and amount of leave.

- A. The initial grant shall not exceed thirty (30) days.

- B. Employees wishing to utilize this benefit shall be required to provide a physician's certificate establishing illness or injury.
- C. Adequate medical evidence of illness or accident shall be submitted.
- D. Prior utilization of sick leave shall be considered.
- E. All accumulated sick leave, vacation leave and/or personal leave must be used prior to eligibility.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

Upon completion of the initial thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon the demonstration of need by the applicant.

Each member may contribute by July 1, one (1) day per year of his/her accumulated sick leave to the Sick Leave Bank which bank shall not exceed four hundred fifty (450) days. Sick leave days not utilized during the contract year shall remain in the bank provided that at no time shall the amount of days in the sick leave bank exceed four hundred fifty (450). Only those members who voluntarily contribute to this bank each year shall be eligible for its benefits.

The City and the Association agree that the Sick Leave Bank shall be audited on July 1 and January 1 of each year.

Any employee forfeiting accrued sick leave as the result of being subject to a layoff without recall for more than two (2) years as defined in Article XVIII SENIORITY shall have up to twenty-five (25) of said accrued sick leave days contributed to the sick leave bank.

SICK LEAVE REVIEW

Any employee of the Department who illustrates an unusual pattern of sick leave behavior may be subject to a sick leave review. Such sick leave review shall be conducted by the Personnel Director.

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

1. An employee who has used in excess of fifteen (15) undocumented sick days in a fiscal year period.

2. Any employee who has any of the following patterns of the following sick leave behavior:
 - a. Use of a sick day or sick days before or after any scheduled vacation leave, or;
 - b. Use of a sick day or days on, before or after any of the eleven holidays mentioned in this Agreement, or;
 - c. An employee who has any of the following patterns of the following sick leave behavior.

If, as a result of the sick leave review, it is determined that the employee has shown an undocumented and inordinate use of sick leave, then the employee will be subject to a period of sick leave probation of ninety (90) days.

While on sick leave probation the employee must provide written documentation to the Personnel Director for any sick day. If written documentation is not provided, the employee may be subject to discipline. A doctor's note must be provided at the time days are used, not after being placed on sick leave probation.

Upon the first instance of any of the above violations, the employee will be subject to sick leave probation for a period of ninety (90) days, beginning on the date the employee is notified of the determination by the Human Resources Director. For all subsequent offenses, the employee may be subject to progressive disciplinary action by the appointing authority or his or her designee.

Any employee who is on sick leave probation must provide written documentation to their Department head or supervisor, with a copy to be submitted to the Human Resources Director, as soon as practicable, for any sick day used. If such documentation is not provided, or is deemed insufficient by the Human Resources Director or his or her designee, the employee will not be allowed to return to work on the next working day and until sufficient documentation is provided. Failure to submit such documentation is ground for discipline as discussed above.

In determining whether disciplinary action is warranted, the Appointing Authority or his or her designee shall consider each situation on its merits, considering such factors as number/frequency of occurrences, patterns of absenteeism (such as use of sick days before and/or after weekends, holidays and vacations) and duration of absence.

Any disciplinary action imposed hereunder shall be subject to the grievance procedures as outlined in Article III.

ARTICLE X BEREAVEMENT LEAVE

An employee shall receive five (5) working days bereavement leave with pay for the death of a member of the employee's immediate family, related by blood or marriage. Immediate family: husband, wife, child, mother, father, brother, sister, grandchild, grandmother, grandfather, stepchild, stepparents, mother-in-law and father-in-law.

An employee shall receive three (3) working days bereavement leave with pay for the death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, uncle and aunt, related by blood or marriage.

In cases of all other relations of the employee, related by blood or marriage, one (1) working day's bereavement leave with pay may be granted by the Department Head.

Bereavement leave shall commence the day following the date of decease unless under unusual circumstances and with Department Head approval. It is not necessary that a member of the immediate family shall reside in the same household as that of the employee.

In unusual circumstances, e.g. where a funeral or memorial service is delayed beyond the five (5) calendar day period, an employee with a death in the immediate family may, with the approval of his/her Department Head or designee, use his/her five (5) day bereavement leave at a later time, within fifteen (15) days of the death, rather than consecutive days following the death.

ARTICLE XI MANAGEMENT RIGHTS

All functions having to do with the management of municipal affairs of the Employer concerning the departments covered by this Agreement, and all policies, authority and responsibility for the conduct of same, the management of the working forces, the right to hire, promote, and for just cause, to transfer, discipline, suspend or discharge, are the proper prerogative of the Employer, provided, however, that such actions are not inconsistent with the terms of this Agreement.

ARTICLE XII MATERNITY LEAVE

Whenever an employee shall become pregnant, she will be entitled to maternity leave. At the end of the third month of pregnancy, said employee shall inform her Department Head of the expected date of delivery and the date he wishes to cease work. At the end of the sixth month of pregnancy, said employee, should she desire to continue working, shall provide her Department Head with a statement from her physician certifying the

expected date of delivery, her physical ability to continue working and the date up to which she is permitted to work. Maternity leave shall be granted for a period not to exceed six (6) months or the length of a physical disability not to exceed two (2) years.

During the period of maternity leave, an employee on said leave shall accrue seniority, sick leave credit and vacation time, and upon return to work shall be entitled to receive the prevalent rate of pay for her classification.

Employees' who elect to use sick leave, vacation leave, and/or personal leave while on Maternity Leave, may do so only if the request to use such leave meets the eligibility and notification requirements of each/any such leave.

ARTICLE XIII HOURS – OVERTIME FLEX TIME & COMPENSATORY TIME

The regularly scheduled workweek for all employees covered by this Agreement shall consist of five (5) days, Monday through Friday. A regular workweek shall consist of thirty-five (35) hours within the work week of five (5) days. A regular workday shall consist of eight (8) consecutive hours and shall begin at 8:30 A.M. and end at 4:30 P.M.

Time off for a meal period shall not exceed one (1) hour and is not compensable time. An employee may take a half-hour lunch period with the approval of his/her supervisor, which approval shall not be unreasonably withheld, for the purpose of attending a medical or dental appointment in the late afternoon that does not require taking a full personal day; an employee shall be permitted to leave work at 4:00 P.M. on such an occasion. If an employee needs to leave at 3:30 P.M. for a medical or dental appointment, he/she shall, subject to the approval of his/her supervisor which shall not be unreasonably withheld, take a half-hour lunch period on both the day of her medical or dental appointment and the following day.

Employees shall be paid time and one-half for all hours worked in excess of seven (7) hours in a day or thirty-five (35) hours in a week, but there shall be no pyramiding of overtime. In computing overtime, a holiday and/or a sick leave day shall be credited as a day worked. Overtime scheduling shall not be compulsory. Overtime opportunities which are offered to members of this bargaining unit shall first be offered to properly qualified individuals within the section of the Department or Division which requires said overtime. Overtime opportunities shall be assigned on a rotating basis by seniority.

Two attendance books shall be maintained in each Department. One attendance book shall be maintained by an Association member and one by management, to be balanced quarterly.

Flex Time:

Subject: NEW TOOLS TO HELP EMPLOYEES BALANCE WORK AND FAMILY in order to promote family values and strengthen families.

1. Flex time to include starting work early, or reducing a lunch schedule or work late. Employees regularly scheduled weekly hours (35 hours per week) to be maintained.
2. The temporary change or shifting of hours by a Department Head at the request of an employee so as to satisfy the needs of the employee without adversely affecting the effectiveness of the Department.
3. Flextime will be issued by seniority if there are more than one (1) request at the same time.
4. An employee must submit a Flexible Work Option Request to the Department Head detailing the employees' current schedule and the flex time hours being requested.
5. Flex time in no way removes any working hours from the City of Brockton. It only allows a Department Head the right to shift hours at his/her discretion.
6. An employee must address how the needs of the office (including customers, co-workers and Department Head) will be maintained.
7. Every reasonable request will be given full consideration by the Department Head and every reasonable effort will be made to fulfill the request.
8. Must not result in overtime:
 - a. Not earlier than 7:30 a.m. arrival.
 - b. Not later than 9:30 a.m. arrival.
 - c. Not later than 5:30 P.M. departure.

Compensatory Time:

Employees shall be entitled to accumulate up to fifty six (56) hours of compensatory time a year and shall be permitted to carry over up to twelve (12) hours, provided that:

- a. Compensatory time vs. overtime shall be at the City's option.

- b. The carry over is at the employees' option with the approval of the department head.
- c. Employees who do not receive earned compensatory time shall be paid time and one half for each compensatory hour at the end of the year.

Monday Hours:

Employees may volunteer for the following compensatory time opportunity. The following City Hall Offices remain open until 7:00 pm on Monday evenings, at the sole discretion of the City and the availability of volunteers to service the public in primarily routine transactions (paying a bill, applying for a permit etc.): Public Property, Department of Public Works (3rd Floor City Hall), Tax Collector's, Law Department (excluding Workers' Compensation), Assessors, Clerk's (if permitted by Department Head), Elections (if permitted by Board), and the Planning Department. In the event that there is a Monday holiday, there will be no evening hours that week. For those additional hours worked on Monday evening (4:30 p.m.-7:00 p.m.), employees shall receive Comp Time at the rate of time and one half (total of 3.75 hours) which shall be taken on Friday afternoon of that week. Those employees working the evening hours on Monday of a given week shall be entitled to leave at 11:45 a.m. of Friday of that same week (this includes their one (1) hour lunch break). One (1) employee may be eligible to work the evening hours. A detail police officer shall be stationed in City Hall, and access to the building shall be limited to one (1) entrance. The evening hours opportunity shall be offered on a rotating basis based on seniority.

Any allowably accrued compensatory time credit to, and unused by, an employee shall be paid to said employee upon retirement, resignation or layoff.

DPW Clerical Overtime Assignments:

The Parties agree that the overtime language contained in this Article shall be interpreted and overtime assignments shall be awarded as follows:

1. First, to members of the bargaining unit Section- Highway, Refuse, Water, Sewer- in which the work originates;
2. Then, to members of the bargaining unit Division- Operations, Utilities, or Engineering;
3. Then, to the members of the bargaining unit Department- Department of Public Works.

Any clerical employee, outside the Section in which the work originates, is eligible for overtime assignments only if that employee signs the overtime list; employees inside the Section in which the work originates, need not sign the overtime list.

Police Department Clerical Overtime Assignments (Detail Office and Records Office):

The Parties agree that the overtime language in this Article shall be interpreted and overtime assignments shall be awarded first, to members of the bargaining unit who are qualified and the most senior.

The Department shall not allow the accrual of more than fifty six (56) hours of compensatory time for any and all clerks.

The Department agrees that the assignment of skeleton days shall be governed, first, by seniority.

ARTICLE XIV VACATIONS

Vacation entitlement shall be computed on the basis of an employee's anniversary date. After completion of one (1) year of service, an employee shall be entitled to two (2) weeks of vacation (70 hours pay); an employee may, after the completion of thirty (30) weeks of service, draw upon his/her first year's vacation entitlement but shall not be eligible for further vacation entitlement until the completion of his/her second year of service, that is, until his/her second anniversary date.

Vacation entitlement shall be in accordance with the following schedule computed in hours:

One (1) year of service (or 30 weeks) but less than three (3) years of service	2 weeks (70 hours pay)
Three (3) years of service but less than five (5) years of service	3 weeks (105 hours pay)
Five (5) years of service but less than ten (10) years of service	4 weeks (140 hours pay)
Ten (10) years of service or more	5 weeks (175 hours pay)

Vacation time and sick leave time shall be included in the computation of the thirty (30) weeks required for full-time service, during the twelve months immediately following the employees date of hire.

In scheduling an employee's vacation time, the Department Head shall give preference on the basis of seniority within an employee's classification with the senior employees having first preference for their vacation time. But once the employees in a given

department have expressed their preference for vacation time, a senior employee cannot then exercise his/her seniority in a manner which results in a junior employee being bumped from her preferred vacation time. After the employees in a given department have expressed their preference for vacation, any employee in that department can change his/her vacation preference to an open vacation slot which has not been selected by anyone else.

An employee must give at least one week's notice to his/her Department Head before taking a week or more of his/her vacation entitlement on consecutive days. An employee must give two day's notice to her Department Head before taking a vacation on a daily basis except where such notice is not possible due to an emergency situation.

In the event a paid holiday should occur during an employee's vacation period, the employee shall receive an additional day off with pay. Permanent part-time employees shall receive vacation time and payment on a pro-rata basis.

An employee, who is retired, laid off, terminated without cause or who enters the Armed Forces shall be paid an amount equivalent to vacation pay as accrued. An employee shall not lose his/her vacation pay or time if incapacitated because of any injury incurred in the performance of his/her duties.

Vacation time may be used for sick time with Department Head approval. An employee is allowed to carry double the employee's vacation allotment.

Employees shall be permitted to utilize accumulated vacation time compensation to supplement workers' compensation if they so chose.

An employee, who is absent due to an injury incurred in the line of duty, shall continue to accrue vacation leave for twelve (12) calendar months of such absence. Such employee shall not accrue additional vacation leave thereafter until such time as she/he returns to work.

For employees who return to work after the absence of twelve (12) full calendar months or more, such employee who actually works thirty (30) weeks or more in the vacation year (measured by the employee's anniversary date), shall accrue vacation leave at the rate of 1/12 of her/his annual entitlement for each full period of thirty (30) calendar days during which she/he actually is back to work in her/his vacation year.

No-Pay Status: After a thirty (30) day no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work. This does not include up to six (6) months maternity leave as per the collective bargaining agreement.

ARTICLE XV HOLIDAYS

The following enumerated days shall be considered as holidays for all employees covered by this Agreement if the holiday falls on a Monday through Friday:

- January 1st
- Martin Luther King Day
- Washington's Birthday
- Patriot's Day
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

If one of the holidays falls on a Saturday, the City will observe the holiday as skeleton days on the preceding Friday and the following Monday so that no more than one half of the employees in a department will be scheduled to be off each day, the choice of which day to be determined in accordance with seniority within the classification. In the event that there are fewer than two employees in a particular classification then, as to those employees, seniority shall prevail with the most senior employees having the choice of the day.

Should a holiday occur while an employee is on vacation, sick leave, bereavement leave, jury duty or on a regularly scheduled day off, he/she shall be paid for said holiday at his/her regular rate of pay.

Should any federal or state authority declare a holiday not set forth in this Article, the Agreement shall be re-opened at the request of the Association to negotiate as to such holiday compensation.

The parties agree to the following language:

1. **Good Friday.** The City agrees that there will be a one-half (1/2) skeleton day on Good Friday beginning at noon.

Those employees who work a full day on Good Friday shall be granted one-half (1/2) day compensatory time to be utilized within thirty (30) days of Good Friday.

2. **New Year's Eve.** The City agrees that New Year's Eve will be a one-half (1/2) skeleton day beginning at noon.

Those employees who work a full day on New Year's Eve shall be granted one half (1/2) day compensatory time to be utilized within thirty (30) days of New Year's Eve.

3. **Thanksgiving.** The City agrees that employees will have the option to elect to take either the day before or the day after Thanksgiving off.
4. **Christmas Eve.** If Christmas Eve falls on a weekday, all employees will be released at noon. If Christmas Day falls on a Sunday or Monday, then the Friday preceding Christmas Day will be a one-half (1/2) skeleton day beginning at noon.

Those employees who work a full day on the Friday preceding a Christmas Day that falls on a Sunday or Monday will be granted one-half (1/2) day compensatory time to be utilized within thirty (30) days before or after the skeleton day.

The City agrees that employees who are on a regularly scheduled vacation during any of the above-described skeleton days will only be charged one-half (1/2) vacation day.

The City agrees that the selection of the holidays described above shall be determined in accordance with seniority.

The Parties agree that the following resolution and agreement shall govern in any instance when Christmas Day and New Year's Day fall on a Saturday:

1. The City will observe the Christmas Day Holiday as skeleton days on the preceding Friday (Christmas Eve) and the following Monday so that no more than one half of the employees in a department will be scheduled to be off each day.
2. The City will observe the New Year's Day Holiday as skeleton days on the preceding Friday (New Year's Eve) and the following Monday so that no more than one half of the employees in a department will be scheduled to be off each day.
3. The City will close City Hall at 12:00 PM on Christmas Eve and New Year's Eve.
4. In observance of Christmas Eve and New Year's Eve, the City will grant each employee one half (1/2) day of compensatory time to be used no later than thirty (30) days from each holiday. A half day will be defined as half of an employee's normal work day.
5. The Union will waive the seniority parameters as they exist in this section (Christmas and New Years), of this Provision (Holidays) exclusively, and allow the holidays to be chosen by seniority on a rotating basis. Each employee will get two and one half (2 ½) skeleton days off but seniority will dictate an employee's

first choice of which skeleton day they would like to choose to have off first out of the four (4) skeleton days. For example: The employee with the most seniority chooses to take Christmas Eve as a skeleton day. He/she must then wait and cannot pick a second skeleton day until everyone else has made their first choice of skeleton days out of the four (4) days. Once every other employee has picked his/her first choice out of the four (4) days in accordance with seniority, then the employee with the most seniority picks his/her second skeleton day and the process repeats itself until everyone has picked two and one half (2 ½) skeleton days.

6. The intent of the foregoing agreement is that each employee shall have three (3) total days off, two and one half (2 ½) days between December 24th and January 3rd, plus an additional half (1/2) day of compensatory time to be used within thirty (30) days. Example schedules reflecting this intent are attached and incorporated herein as **APPENDIX C**.

ARTICLE XVI SAFETY COMMITTEE

A six member Safety Committee shall be created. The Association will designate three of the members of the Association to serve on the Committee and the Mayor shall choose three supervisory personnel or alternates for like service.

Meetings shall be held every quarter. Three members shall constitute a quorum provided there is at least one member from each side. A clerk shall be chosen by the membership who shall, in addition to keeping the minutes of the meetings, notify the members of the date, time and place of each meeting.

The Committee is empowered to recommend policies, rules and regulations for the improvement of the health and safety of the employees, subject to the approval of the Mayor. A majority vote shall decide and the recommendations shall be submitted at least within three weeks after approval to the Mayor. If a majority cannot agree, then either side may submit a report to the Mayor for consideration.

ARTICLE XVII SENIORITY

Length of seniority shall be computed from the date of hire for purposes of benefits accrued under the collective bargaining agreement, including preference in assignment of work, choice of vacation time and the assignment of overtime.

In the event of a transfer, promotion, increase or decrease of the work force and other matters pertaining to Civil Service, seniority for Civil Service employees shall be as

defined in Massachusetts General Laws Chapter 31, Section 33 and other pertinent sections.

In the event of a transfer, promotion, increase or decrease of the work force and other matters pertaining to employees whose employment is except from coverage under the Civil Service statute, seniority shall be the date of hire.

A discharged employee who is reinstated through the grievance or arbitration procedure or as a result of an appeal to the Civil Service Commission shall have his/her seniority status made whole upon return to employment.

An employee recalled after a layoff within a two (2) year period shall not lose his/her continuity of service relative to seniority, rate of pay, vacation credit and/or any benefit program.

Seniority shall accrue during an authorized leave of absence for a period of six (6) months provided the employee returns to work immediately following the expiration of said leave.

Treasurer/Tax Collector One Roster of Employees: The Union agrees to permit the City to establish one roster of employees prospectively for all new hires after July 1, 2009, provided that all present employees in these two departments are grandfathered in.

ARTICLE XVIII PROMOTIONS - VACANCIES

A Department Head shall post notices of promotional opportunities and/or newly created positions, including entry-level positions, for a period of five (5) consecutive working days. Said notices shall be posted on the bulletin boards within the department affected thereby. A copy of said notice shall also be sent to the President of the Association. The President of the Association shall be notified, by mail, of all new hires, transfers, and/or promotions into positions covered by this Agreement.

The posted notices shall contain the following information: 1) Title, 2) Salary, 3) Location of position, 4) Temporary or permanent, 5) If temporary, the probable duration, 6) Special qualifications, 7) Last date for applying for such a position.

Where a promotional opportunity in a classification or into a higher classification shall occur and two (2) or more employees are under consideration for said promotion, the Department Head shall give due consideration to their seniority and ability, and where ability and/or qualifications are relatively equal for the performance of the position, then first consideration shall be given to classification seniority. All promotions of Civil Service employees shall be in accordance with Massachusetts General Laws Chapter 31.

Notices posted for the above described purposes shall be mailed by the Department Head to any employee who is absent due to illness, vacation, or an authorized leave of absence during the whole time of posting.

If no qualified employees are available within the department seeking the filling of a position, then consideration on the above basis shall be given to employees from other departments before going outside the scope of the unit.

The Personnel Director shall post notices for a period of five (5) consecutive working days. Said notices shall be posted on the bulletin boards at the elevator on each of the four floors of City Hall. The Personnel Director shall send a copy of said notice to the President of the Association and each Department Head employing Association members, including those departments located outside of City Hall. The Department Head shall post a copy of the notice on the bulletin board in existing locations outside City Hall and shall mail copies of the notice to any employee who is absent due to illness, vacation or any authorized leave during the whole time of posting.

The posted notices shall contain the same information required in the departmental postings. All applicants shall be notified of the results of the interviews.

All vacancies within the Local 1162 shall be posted and open to the members of the Brockton City Hall Administrative Services Association before openings are advertised to the general public.

ARTICLE XIX TRANSFERS - PROMOTIONS

When an employee with less than five (5) years' service in one department is promoted to a higher rated position outside of his/her department, he/she shall enter it at the minimum of the class rate range or, if his/her existing rate is higher than the minimum rate of the new class, at least the next step above his/her present rate. If his/her Department Head recommends that his/her qualifications and performance warrant a one-step increase, it shall be allowed.

An employee with at least five (5) years' service who is promoted to a higher rated position within his/her department shall enter the position at the maximum rate provided said rate does not exceed the rate paid to any incumbent employee in the same position in said department. In the event said rate exceeds the incumbent's rate, then the employee promoted shall be compensated at the incumbent's rate of pay.

An employee with at least five (5) years' service who is promoted to a higher rated position outside his/her department shall enter the position in the other department at the maximum rate provided said rate does not exceed the rate paid to any incumbent

employee in the same position in said department. In the event said rate exceeds the incumbent's rate, then the employee promoted outside his/her department shall be compensated at the incumbent's rate of pay.

Time worked by an employee in any position shall be counted for computation of step increases.

City agrees to permit employees with greater than five (5) years to enter at maximum rate.

ARTICLE XX LONGEVITY INCREMENTS

A full-time employee shall be paid, in addition to his/her compensation, the following annual increment for longevity of service:

LENGTH OF SERVICE	AMOUNT
Five (5) years of service but less than Ten (10) years of service	\$480.00
Ten (10) years of service but less than Fifteen (15) years of service	\$750.00
Fifteen (15) years of service but less than Twenty (20) years of service	\$950.00
Twenty (20) years of service but less than Twenty-five (25) years of service	\$1,250.00
Twenty-five (25) years of service or more	\$1,350.00

Longevity pay will be paid in the first paycheck issued after December 1st of each year. It is agreed that there will be no pro-rating of longevity compensation in the year in which an employee first becomes eligible for such compensation, or in those years in which an employee becomes eligible for additional compensation, and there will be no pro-rating of longevity compensation upon retirement. In the event of an employee's death, payment of longevity compensation due shall be made to his/her beneficiary designated in writing, on file with the Retirement Board or, in the absence thereof, to his/her estate.

It is further agreed that permanent part-time employees shall be paid longevity compensation on a pro-rata basis according to the number of months worked within each calendar year.

Longevity shall continue to accrue while an employee is out of work on workers' compensation due to an injury on the job.

ARTICLE XXI JURY DUTY

A full-time employee required to serve on the jury shall be paid the difference in compensation received for jury duty and his/her regular rate of pay, upon submission of proof of service on the jury and the compensation received for said service. Seniority, sick leave and length of service credits shall accrue while serving on the jury.

ARTICLE XXII WAGES

The City agrees to the following Base Wage Increases:

Effective July 1, 2016, base wages shall be increased for all unit members by two (2.0%) percent.

Effective July 1, 2017, base wages shall be increased for all unit members by two (2%) percent.

Effective July 1, 2018, base wages shall be increased for all unit members by one and three quarters (1.75%) percent.

The existing wage scales are amended and listed in APPENDIX D.

Quoted salary amounts in **APPENDIX D** are subject to verification of mathematical calculations by the Auditor's Office.

Upgrade and Reclassification Study: The Parties agree that, in accordance with the implementation of the Upgrade and Reclassification Study, employees will be paid at a new step level provided in the wage scales attached at **APPENDIX D**. The new step level for each employee shall be the step level which is equal to or immediately exceeding the employee's rate of pay *at the time of funding* by City Council. Employees will thereafter receive step increases on the anniversary date of their employment as provided below.

Stipends: The Parties agree that any and all stipends currently paid to positions within the union, whether by prior agreement or through city ordinance, shall be eliminated. Any stipends currently paid to union members shall be included in the rate of pay for the

purpose of determining the new step level set forth herein, so that no employee who currently receives a stipend will suffer a loss of pay as a result of its elimination.

Grandfather Provisions:

Employees Whose Current Salary Exceeds New Wage Scale:

In the event that an employee's rate of pay at the time of funding exceeds the amount provided in Step VII for their new classified position, said employee will continue to receive their current rate of pay (hereinafter, "grandfathered salary"), so that no employee will suffer a loss of pay. Thereafter, any employee receiving a grandfathered salary will continue to receive base wage increases to her/his grandfathered salary, if so provided, in a subsequent collective bargaining agreement.

Upon the promotion, retirement and/or termination of an employee receiving a grandfathered salary, any employee who is thereafter hired to fill said employee's vacant position will be compensated at the new wage scale as provided in APPENDIX D (as it exists in the applicable collective bargaining agreement at the time of said hire), and in accordance with the terms of the collective bargaining agreement.

Employees Whose Current Step Structure Exceeds New Wage Scale:

In the event that the current FY2019 wage scale for a position (as provided in the FY2016-FY2019 Collective Bargaining Agreement) exceeds the new wage scale provided in APPENDIX D herein, the employee occupying said position *at the time of funding* shall continue to be compensated in accordance with the current FY2019 wage scale (hereinafter, "grandfathered wage scale"), so that she/he will continue to be compensated in accordance with the salary range promised upon her/his hire, and no employee will suffer a loss of pay. For example, the parties recognize that the current FY2019 wage scale for the position of Principal Clerk has a wage scale of \$38,306 through \$47,570 over nine (9) steps, and the new salary scale for any Principal Clerk position reclassified as Administrative Assistant I pursuant to this Agreement provides a wage scale of \$32,770 through \$44,335 over seven (7) steps. Therefore, it is the intent of the parties that the employees currently occupying the positions of Principal Clerk, who have been reclassified Administrative Assistant I, shall continue to be compensated at the FY2019 wage scale until she/he reaches Step IX. Any employee on a grandfathered wage scale will thereafter continue to receive base wage increases to her/his grandfathered wage scale, if so provided in a subsequent collective bargaining agreement.

Upon the promotion, retirement and/or termination of an employee receiving a grandfathered wage scale, any employee who is thereafter hired to fill said employee's vacant position will be compensated at the new wage scale provided in APPENDIX D (as it exists in the applicable collective bargaining agreement at the time of said hire), and in accordance with the terms of the collective bargaining agreement.

Step Increases: Step increases will be automatically applied to all employees on the anniversary date of their employment.

Step increases will be automatically applied to all employees on the anniversary date of their employment until an employee is promoted. When an employee has been promoted, he/she shall have a new anniversary date, for the purpose of step increases, which shall be the effective date of any and all promotions. Employees shall have their anniversary date, for the purpose of step increases adjusted each and every time he/she is promoted.

ARTICLE XXIII MEDICAL/LIFE INSURANCE COVERAGE & CAFETERIA PLAN/FLEX SPENDING COVERAGE

The City agrees to continue the present level of health, dental and life insurance benefits and to continue the present subsidiary rate payment plan which covers members of the Brockton City Hall Administrative Services Association except as hereinafter provided. Said agreement is for the term of this Contract. It is agreed that if all employees of the City of Brockton receive a benefit regarding contributions toward premiums for health, dental and life insurance, then the members of the Brockton City Hall Administrative Services Association will share in this benefit.

HEALTH INSURANCE

16.1 Section 125 Plan:

- A. The City agrees that it will implement the Section 125 provisions of the Internal Revenue Code so that employees' contributions for health insurance will not be part of the employee's taxable income, should the employee elect to participate in said plan.

16.2 Flexible Spending Account Plan

- A. The City will extend to members of the Union the option of participating in a Flexible Spending Account Plan (FSA Plan) which it expects to establish for employees of the City. The FSA plan provides for pre-tax payroll deduction for employee out-of-pocket expenses such as:
 - 1. Medical insurance deductibles
 - 2. Co-Payments
 - 3. Vision Care (eyeglasses, contact lens, examinations)
 - 4. Medical examination costs not covered by insurance
 - 5. Chiropractor and other specialist cost not covered by insurance
 - 6. Psychiatric counseling not covered by insurance

7. Other medical expenses qualified under IRC Section 125
8. Dental expenses such as examinations, cleanings, fillings, crowns, bridges, dentures, orthodontist services, implants, inlays, x-rays, and dental expenses qualified under IRC Section 125
9. Dependent Care Assistance Plan consistent with Section 125 & 129 of the Internal Revenue Code.
10. Other out-of-pocket expenses eligible for reimbursement consistent with Section 125, 129 of the Internal Revenue Code

16.3 Contribution Rate:

- A. The employees agree that each eligible member of the bargaining unit who enrolls in a health benefit plan offered by the City of Brockton will contribute twenty-five percent (25%) contribution rate for coverage by any such health insurance plans. The foregoing is not applicable to dental insurance.
- B. It is expressly understood and agreed that the term "monthly premium" refers to the "working rate" established by the Plan Administrator and the City for the collection of funds from the City and the employees to be deposited into the City of Brockton's Group Health Insurance Trust Fund for the payment of claims and that this agreement, except as provided in Section C below, and consistent with the union's existing Article XXVIII, prohibits any changes in plan design, including co-payments, without the union's express written agreement.

16.4 Changes in Plan Design

- A. All Health Insurance Change are to be under the jurisdiction of the Public Employee Committee (PEC) and the parties agree to be bound by the effective PEC Agreement.
- B. Nothing herein shall preclude the City from offering additional plans as determined by the City to be in the best interest of the City, so long as the addition of plans does not affect the cost or plan design of the Plans specified above.

16.5 Union members who were enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year ("eligible members") will be paid an additional annual stipend ("the Master Medical Stipend") as part of their regular salary depending upon the level of coverage (e.g. individual coverage or family coverage) that they had during the qualifying year.

- A. The Master Medical Stipend shall be in the exact amount of dollars and cents that corresponds to five percent (5%) of the total annual premium for the Blue Cross Blue Shield Master Medical Plan as of the time and date of the increase in the

Union members' share of the premium contributions for that plan from 25% to 30%. If in the year of implementation, the 30% employee contribution to the Blue Cross Blue Shield Master Medical Plan is in effect for only a portion of the year, the Master Medical Stipend will be prorated for that year only.

- B. The Master Medical Stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on the July 1 immediately following the commencement of the Master Medical Stipend, the Master Medical Stipend will be increased by the amount of the general salary increases in that year and in all future years. Eligible members who either convert to a different health insurance plan, change their level of coverage or drop out of health insurance entirely at any time after the Master Medical Stipend begins to be paid will continue to receive the Master Medical Stipend that corresponds to the level of coverage that they had during the qualifying year.

16.6 Insurance Waiver Stipend

- A. Any Union member who is enrolled in any one of the City-offered health insurance plans and who thereafter waives his/her right to coverage under any of those plans will receive an insurance waiver stipend that will be payable in three equal lump sum payments with the first such stipend being paid within thirty (30) calendar days of the waiver and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amounts of each of the three stipends will be computed as follows:
 - 1. By first determining the amount of the City's total annual premium contribution for the particular type of coverage (i.e. family or individual) that the Union member has under the particular City-offered health insurance plan in which he/she is enrolled at the time of the waiver.
 - 2. By then taking 50% of that amount and dividing it by three (3).
 - 3. The resulting figure will be the amount of each of the three annual insurance waiver stipends.
- B. In order to be eligible for this insurance waiver stipend, a union member must first provide the City with written verification that he/she is covered by an alternative health insurance plan, either as the employee/subscriber or as a dependent of an employee/subscriber, which provides a level of coverage that is substantially equivalent to the level of coverage that is provided under the least expensive health insurance plan that is offered by the City at the time of the

waiver. Union members who access the health insurance waiver stipend will be permitted to subsequently enroll in one of the City-offered health insurance plans during any subsequent open enrollment period. However, such Union members will be permitted to enroll in one of the City-offered health insurance plans at any time between the open enrollment periods upon a showing of changed circumstances (such as, for example, the loss of or unavailability of the alternative health insurance plan by which he/she was covered at the time of the waiver, the onset or deterioration of a significant medical condition since the exercise of the waiver, the death of or divorce from a spouse or the dissolution of a partnership with the employee/subscriber under whose alternative health insurance plan the Union member was covered at the time of the waiver) or for some other valid reason.

- C. Any Union member who has received either one, two or all three of the insurance waiver stipends will, if he/she (or his/her spouse both at the time of the waiver and at the time of any subsequent re-enrollment) subsequently enrolls in one of the City-offered health insurance plans at any time thereafter, refund to the City an amount that is equal to one-half of the total amount of the insurance waiver stipends that he/she received pursuant to this section.

Life Insurance: In the amount of \$5,000.00.

ARTICLE XXIV STEWARDS

The Association shall have the authority to designate a Steward for each Department. Stewards shall have the authority to handle any violations of the provisions of the Agreement. A Steward and/or the President of the Association shall be granted reasonable time off during working hours to investigate and settle grievances, provided notice is given to the Department Head of such intention.

Two Stewards and no more than three delegates of the Association shall be entitled to attend the Laborers' International Union of North America convention, with pay for up to six (6) days per year, if the Association is affiliated with that union.

No more than five representatives, employed by the City, of the Association shall be entitled to attend contract negotiations during working hours, and of the five, no more than two from a single office.

ARTICLE XXV NO STRIKES - NO LOCKOUTS

It is mutually agreed that throughout the life of this Agreement, there shall be no strikes, stoppage of work, slowdowns or lockouts. Any differences which may arise shall be resolved by the grievance procedure or by arbitration.

ARTICLE XXVI EMPLOYEE RIGHTS

Except to the extent there is contained in this Agreement an express provision to the contrary, employees shall have the right to join the Association, hold office, act as an Association representative and engage in lawful Association activities for the purposes of collective bargaining or other mutual aid. In the exercise of said rights, the employees shall be free from any and all restraint, coercion or discrimination in regard to tenure, promotion or any other condition of employment.

ARTICLE XXVII NOTIFICATION OF HIRE/TRANSFER

The Personnel Director will notify the Association in writing of the name, address and classification of each employee newly hired to work in the unit covered by this Agreement within five (5) days after such hiring. Additionally, this notification shall be made for any transfer to the unit or promotion within the unit.

ARTICLE XXVIII PRESENT BENEFITS

All benefits heretofore in force and effect shall be retained and are incorporated by reference to previous terms and conditions.

ARTICLE XXIX HIGHER CLASSIFICATION PAY

Higher Classification Pay. When an employee is assigned to work in a higher classification, for two (2) consecutive days, she/he shall be compensated at the higher rate retroactive to the first day for all hours worked commencing on the first hour of the day assigned. In the event that an employee of the Brockton City Employees Union (BCEU) is, for any reason, not available to perform his/her duties and no other BCEU employee in the department is available, then the most senior employee in the next lower class in the Brockton City Hall Administrative Services Association (BCHASA), qualified to perform the duties, in the Department may, at the discretion of the Department Head, be assigned to fill the vacancy and shall be paid at the rate of pay of the higher classification for all hours worked in the higher classification, when said vacancy is for a duration greater than two (2) consecutive days, with compensation

retroactive to the first day of assignment. There will be no mandatory staffing of positions.

Lower Classification Pay. When an employee is assigned to work in a lower classification, he/she shall be paid at their normal rate of pay for all hours worked in the lower classification.

ARTICLE XXX RETIREMENT RECALL

An employee covered by this Agreement who has been retired is precluded from being recalled either as a part-time or full-time employee, unless there is mutual agreement reached by the parties to this Agreement, except for those positions which are appointive.

ARTICLE XXXI PERSONAL DAY

All employees covered by this Agreement shall be granted four (4) Personal Days off each fiscal year. Personal leave days shall be used in no less than one (1) hour increments at the Department Head's sole discretion. A request for a personal leave day shall be submitted to the Department Head at least two (2) days before the personal leave day. A personal leave day may be granted at the discretion of the Department Head, which shall not be unreasonably exercised, upon less than two days notice should an emergency situation arise.

ARTICLE XXXII LEAVES OF ABSENCE

The Employer agrees that all employees covered by this Agreement shall be granted leaves of absence subject to and in accordance with the terms of Chapter 31, Section 37 of the Massachusetts General Laws Annotated and such other pertinent sections of said chapter.

ARTICLE XXXIII TUITION REIMBURSEMENT PROGRAM

A tuition reimbursement program shall be established which shall provide that if an employee and his/her Department Head agree in advance that a particular course of courses of study has or have direct bearing on the employee's current position or the next position to which he/she aspires, and the Department Head gives approval in writing, then the City will reimburse the employee the cost of tuition for the course or courses up to fifty percent (50%) of said cost, subject to proof of satisfactory completion of the

course or courses and subject to the availability of funds in the department's budget.

ARTICLE XXXIV MILEAGE ALLOWANCE AND PARKING

Any member of the bargaining unit who is required to use his/her personal automobile on authorized City business shall be compensated at the LR.S. rate.

The City agrees to provide free parking for employees in City-owned parking lots. The parties understand that the location of the lot is not within the City's control. The City further agrees to contribute up to \$40.00 a month for paid parking, whether said parking is in a parking lot or in a garage.

Parking Permits: Any employee who, during his/her regularly scheduled work hour, parks with the City's thirty (30) minute parking zone on or around the building shall receive a warning on the first offense. On the second offense, the employee shall permanently lose his/her parking permit.

ARTICLE XXXV COMMITTEES AND PROGRAMS

Joint Labor Management Committee. A Joint Labor Management Committee consisting of two representatives of the City and two representatives of the Association shall be established to identify any areas of the contract which are being applied differently among different departments and to attempt to resolve any such differences so that the terms of the contract are applied as uniformly as possible throughout the bargaining unit. The Joint Labor Management Committee shall remain in existence throughout the term of the contract and it shall meet whenever either party so requests.

The committee will consider the need for cleaner and more up-to-date facilities for employee rest rooms and lounges. The Committee will also study the need for equipment that will enable employees to perform their work more productively.

ARTICLE XXXVI PERFORMANCE EVALUATION

There shall be established a Performance Evaluation System for all employees covered by the Agreement, which shall be implemented and administered as follows:

- A. All performance evaluations shall be in writing on the form attached hereto. The performance criteria shall be reasonably related to the employee's job duties.

- B. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade selected by the Mayor or his designee.
- C. Formal evaluations shall be completed at least once each year for each employee but no more than twice each year. (Each formal evaluation shall consist of three steps, as set forth in D-F below)
- D. Prior to each evaluation period, the immediate supervisor shall meet with the employee and shall inform the employee of the performance criteria and procedures to be used in evaluating the employee's performance.
- E. At least once during the evaluation period, at or near its midpoint, the employee's supervisor shall meet with the employee to review the employee's program.
- F. At the end of the evaluation period, the supervisor shall meet with the employee to review the results of the evaluation.
- G. The form shall be submitted to the higher level supervisor for the final determination of ratings. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with it. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.
- H. The evaluation shall be included in the employee's official personnel file.
- I. An employee may grieve the evaluation as it relates to the criteria established under Paragraph A above or the final rating of the employee in accordance with Article IV of this agreement. The evaluation shall not be placed in the employee's personnel file pending a final decision on the grievance.
- J. An employee who has filed a grievance must elect following a response from the Mayor or his designee to either seek further review under the arbitration procedures contained in this Agreement or the provisions of M.G.L. C. 31, Sec. 6C. IF the employee elects to appeal under Chapter 31, his or her appeal should not be considered untimely because of the filing of the grievance. The election by the employee, acting through the Union, to either arbitration or the Civil Service Commission shall be the forum for review.

CITY OF BROCKTON EVALUATION FORM

LAST NAME	FIRST NAME	INITIAL	DATE DUE
-----------	------------	---------	----------

DEPARTMENT	TITLE
------------	-------

REPORT FOR PERIOD _____, 20__ TO _____, 20__.

Please read instructions and bases for evaluation before completing this form. Check in the appropriate box the manner of performance of each of the following factors that applies to the work of the employee.

1. Quality of Work
2. Quantity of Work
3. Work Habits
4. Work Attitudes
5. Relationships with Others
6. Personal Qualities
7. Supervisory Ability - (Rate only if employee supervises others)
8. Final Rating (based on above factors)

KEY: S - Satisfactory, N - Needs to Improve or U - Unsatisfactory.

COMMENTS: Ratings of "N" or "U" must be supported by a statement of the facts. Suggestions to aid employee in improving performance may be made.

Comments of special commendation also should be made.

1. Signature of Immediate Supervisor	Title	Date
--------------------------------------	-------	------

2. Signature of Reviewer	Title	Date
--------------------------	-------	------

3. Signature of Employee	Date
--------------------------	------

I acknowledge only that this evaluation form has been discussed with me and that I have been provided with a copy of it.

Employee's Signature

BASES FOR THE EVALUATION OF CLASSIFIED SERVICE

1. QUALITY OF WORK

- a. Demonstrates satisfactory knowledge of the job.
- b. Performs work with acceptable accuracy.
- c. Work is neat and presentable.
- d. Is thorough in the work done.

2. QUANTITY OF WORK

- a. Completes work on time.
- b. Does extra work when necessary.

3. WORK HABITS

- a. Is regular in attendance at work.
- b. Observes established working hours.
- c. Carries out tasks in an orderly manner.
- d. Demonstrates the ability to work without immediate supervision.
- e. Complies with instructions and established rules and regulations.

4. WORK ATTITUDES

- a. Tries to improve work techniques.
- b. Accepts new ideas and procedures.
- c. Accepts suggestions and recommendations.
- d. Accepts responsibility.

5. RELATIONSHIPS WITH OTHERS

- a. Cooperates with supervisors and fellow workers.
- b. Is courteous.

6. PERSONAL QUALITIES

- a. Demonstrates initiative.
- b. Is adaptable to emergencies and new situations.
- c. Dresses appropriately for the job.

7. SUPERVISORY ABILITY

- a. Demonstrates effective leadership.

- b. Is fair and impartial in relationships with subordinates.
- c. Makes good and timely decisions.
- d. Trains and instructs subordinates effectively.
- e. Plans, schedules and makes assignments appropriately.

ADDITIONAL COMMENTS:

ARTICLE XXXVII REDUCTION IN FORCE

In the event that permanent employees in positions having the same title in a departmental unit are to be separated from such positions because of lack of work or lack of money or abolition of positions, they shall be separated from employment according to their seniority in such unit. Any such employee who has received notice of an intent to separate him or her from employment for such reasons may, as an alternative to such separation, file with his or her Department Head, within seven days of receipt of such notice, a written consent to his/her being demoted to a position in the next lower title or titles in succession, if in such next lower title or titles there is an employee junior to him/her in length of service.

ARTICLE XXXVIII ADDITIONAL WAGE ADJUSTMENT

Laborers' International Union National Pension Fund: For the purpose of providing additional retirement benefits for employees covered by this Agreement, the Employer agrees to the following payment schedule payable to the Laborers' International Union of North America National (Industrial) Pension Fund (the "Fund"):

Adoption of Preferred Schedule (Attached at APPENDIX E):

In accordance with the Funding Rehabilitation Plan ("Plan") adopted by the Pension Fund's Board of Trustees dated July 26, 2010 in order to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"), the City shall increase its contribution rate to the Pension for each employee by ten (10%) percent effective December 31, 2010 as follows:

1. The contribution rate of seventy-one (\$0.71) cents per employee shall be increased to seventy-nine (\$0.79) cents per employee.
2. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another ten (10%) percent (rounded to the next highest penny) in accordance with Appendix E (the "Schedule") attached hereto and incorporated herein. The Schedule shall

be the operative contribution rate schedule and shall supersede any inconsistent provision contained herein.

With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the Union will remain unchanged with the following exceptions:

1. Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by the Schedule.
2. Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of five thousand (\$5,000) dollars or less and for the Fund's five thousand (\$5,000) death benefit.
3. The Board of Trustees continues to have discretionary authority to amend the Rule and Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

The Plan as a whole is deemed to be part of the Preferred Schedule.

Adoption of Contribution Rate for Preferred Schedule (Attached at APPENDIX F):

The increased contribution to the Fund pursuant to the Preferred Schedule shall be apportioned between the Union and the Employer as follows:

1. The Union shall assume the cost of two (2%) percent in lieu of wages of the increased cost in accordance with Appendix F attached hereto and incorporated herein.
2. The Employer shall assume the cost of eight (8%) of the increased cost in accordance with Appendix F attached hereto and incorporated herein.

The schedule contained in Appendix F shall be the operative apportionment schedule and shall supersede any inconsistent provision contained herein.

ARTICLE XXXIX CLERICAL INCENTIVE

All members of the bargaining unit shall be entitled to the following Clerical Incentive payment, which shall not be added to an employee's base or be considered a part of an employee's regular compensation. The Clerical Incentive will be paid in the first paycheck issued after August 1st of each year.

FY2019....\$2,500.00

- In the event that the City enters into an agreement with any other City union or collective bargaining unit, that allows for a base wage increase that is greater than 5.75% for the period between July 1, 2016 through June 30, 2019, the City and the Union agree to re-open negotiations for base wages only.

Dress Code Regulations:

Footwear: Dress/casual dress shoes shall be the accepted form of footwear. Athletic shoes or sneakers of any kind shall not be considered appropriate footwear. An exception will be made should it be medically necessary for temporary use of athletic shoes or sneakers. The City reserves the right to request medical documentation from the employee, and the employee agrees to provide same upon request.

Pant/Dress Wear: No jeans, pants or slack of any denim material; No pants or slacks tailored as sweatpants or any material including nylon, fleece, velour or cotton; No Yoga pants; No shorts, Skorts, culottes, split skirts and suit walking shorts are acceptable. Jeans, which are clean and free from tears, may be worn on Fridays only.

Shirt Wear: Male employees shall wear collared shirts. Tee shirts, tank tops and sweatshirts are not allowed. Shirts and blouses must extend to the waistband of the employee's pants or skirt.

These regulations shall be strictly enforced from the date of this agreement forward. Any prior non-conformance to these regulations shall not be deemed a past practice. Employees shall be subject to progressive discipline for violations of these regulations or asked to leave, not be compensated for the time away from the office, and return to work wearing garments in compliance herewith.

ARTICLE XL FAMILY MEDICAL LEAVE ACT

All members shall be entitled to use any accrued leave when on leave as provided by the Family Medical Leave Act.

ARTICLE XLI RESIDENCY

Employees covered by this agreement shall be subject to Section 2-110, the residency ordinance only for a period of seven (7) years from and after the first day of paid employment as a member of a bargaining unit represented by the Massachusetts Laborers' District Council, Local 1162.

ARTICLE XLII LIGHT DUTY

The City and the Union agree that any injured employee, where return to work is medically restricted, may be assigned to restricted duty either a full or part-time basis, at the sole discretion of the Department Head after consultation with and approval from either the City's worker's compensation agent for work related injury/illness or the Human Resources Director for non-work related injury/illness. This provision does not increase or provide any entitlement to the employee and any return to work which is medically restricted may be limited in time or duration and may be terminated at any time may and at the sole discretion of the Department Head.

The Worker's Compensation Agent or Human Resources Director, as appropriate, shall send the employee a letter enclosing job description, work capacity form and release. The employee's treating physician shall complete the work capacity form. When necessary, at the Workers' Compensation Agent's or the Human Resources Director's sole discretion, the Worker's Compensation Agent or Human Resources Director, as appropriate, shall be entitled to contact the employee's treating physician to obtain further information and/or documentation.

Employees on light duty shall NOT be eligible for overtime assignments. Requests for light duty shall not be unreasonably withheld.

ARTICLE XLIII POLICIES

The Massachusetts Laborers' District Council, Public Employee Council recognizes that the City of Brockton has fulfilled their bargaining obligations for all agreements in bargaining the new City Personnel Policies being as follows:

1. Employee Assistance Program

2. Drug and Alcohol Policy
3. Family & Medical Leave Policy
4. Domestic Violence in the Work Place
5. Sexual Harassment
6. Ethics Policy- The Union agrees to the attached revised policy attached hereto and incorporated herein as APPENDIX G provided that such acceptance shall not become effective until all City unions agree to such a policy in writing.

ARTICLE XLIV SICK LEAVE SELL BACK

Any full-time employee who has not used any sick leave during the calendar year can exchange up to three (3) sick days at their respective rate of pay in effect on December 31st of that year. "Rate of pay" shall be the wage established under Appendix E. Said exchange shall not be included in any calculation of rate of pay. In order to effectuate an exchange the following procedure must be used: a full-time employee who has not used any sick days during the calendar year must notify his department head in writing of his intent to exercise said right of exchange and the number of days to be exchanged (1,2, or 3) no later than January 31st of the following calendar year. The payment shall be made, and the employee's sick leave balance shall be correspondingly reduced, during the next July following.

ARTICLE XLV PARKING

The City shall pay directly to the Parking Authority the monthly parking permit rate for each employee requiring a permit in the amount as determined by the Parking Authority as of March 1st of each fiscal year. The employee shall pay for any increase in the monthly parking permit fee at any time in the course of the year until readjustment in the next fiscal year's budget as described below. On July 1, the City shall readjust its reimbursement rate to equal the rate determined by the Parking Authority as of March 1 of that year. The City shall not be responsible for any interim adjustments to the monthly parking rate except as aforesaid.

Employee(s) shall notify the Human Resources Department of any and all extended absences in excess of one (1) month so that the City does not obtain a parking permit for that employee during his or her extended absence.

ARTICLE XLVI PART-TIME EMPLOYMENT

All benefits for part-time employees shall be pro-rated. Pro-ration shall be Fifty (50%) Percent. Benefits shall include: vacation, sick time, personal days, bereavement, clerical incentive, and longevity. Part-time hours are 19.5 per week.

Salary is the hourly rate for the title. Health insurance is not a covered benefit. Pension is determined by statute.

ARTICLE XLVII AUTOMOBILE INSURANCE

The following policy applies to all employees using a personal motor vehicle on City business. Those employees who use personal vehicles for city business must provide to the city each year a copy of their valid auto policy declaration page. Said insurance shall provide a business rider, the cost of which shall be reimbursed to the employee.

ARTICLE XLVIII RECORDED CALLS

All calls to city phone lines listed in **APPENDIX H** shall be recorded. Said recordings shall be considered City property. The City reserves the right to access, review, copy, and disclose any such recordings about which a complaint has been made and to disclose them to any party (inside or outside the City) that it deems appropriate without prior notice. Employees, while using the telephone, shall be courteous, professional and business-like. Employees shall refrain from using any words or references that could be viewed as obscene, derogatory, or racially, sexually, ethnically or otherwise offensive to colleagues, customers, suppliers or residents. Employees who violate this Policy are subject to disciplinary action, up to and including termination of employment.

ARTICLE XLIX SAFE DRIVING

The following policy applies to all employees using City-owned vehicles or using computers, online email, pagers, palm pilots, pda's, and any other communication device. The use of cell phones and other hand-held electronic devices, including hands-free devices, shall be limited in accordance with this provision, while operating a motor vehicle or personal motor vehicle on City business; failure to adhere to said policy may result in discipline. Members shall adhere to traffic laws. While operating a motor vehicle, members shall limit distractions through the use of cell phones and other hand-held electronic devices. The communication should be as short as reasonably necessary. Additionally, where feasible, a member placing a call should first attempt to pull off the road to a safe location before making calls. In the event of an accident, all employees are required to complete an accident report, which report is to be submitted to and discussed with his/her supervisor. In the event of the occurrence of 2 accidents within a 6 month rolling period, which accidents were caused due to the fault of the employee as determined by the insurance company or police department, members may be subject to a one-time random drug and alcohol testing, to be administered once during the rolling 6-month period from the determination of fault.

This policy applies to all employees using City-owned vehicles; failure to adhere to said policy shall result in discipline. Members shall refrain from smoking inside City-owned vehicles.

ARTICLE L EDUCATIONAL INCENTIVE

Effective July 1, 2016, the employer shall pay a non cumulative base pay differential to all employees in the Union on their regular pay period, with the following:

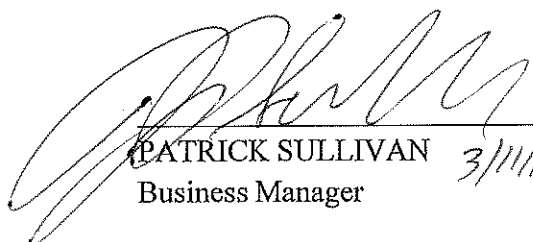
One Percent (1%)	For a work related Professional Certification, as approved by the employee's Department Head and the Human Resources Director. Said certification must be awarded by an education institution for the completion of a formal, systematic course of study, requiring knowledge of an advanced type in a field of learning customarily acquired by a prolonged course of specialized instruction and study including the successful passing of examinations designed to assess skills and aptitude in the particular field of study. This differential shall not apply to continuing educational seminars or conferences, technical services seminars or conferences or short term instructional trainings.
One Percent (1%)	For an Associate's Degree.
One Percent (1%)	For a Bachelor's Degree
One Percent (1%)	For a Master's Degree

ARTICLE LI DURATION

This Agreement shall be in full force and effect from July 1, 2016 up to and including June 30, 2019 and from year to year thereafter, unless ninety (90) days prior to the termination date a written notice to change, modify or terminate is given by either party or in any subsequent year thereafter.

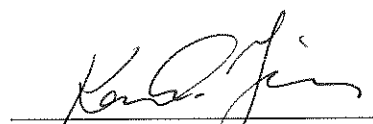
IN WITNESS WHEREOF, the Employer (interchangeably referred to as the "City") and the Union have hereunto caused their Agreement to be signed, sealed and delivered in the names of their authorized agents.

**MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162:**




PATRICK SULLIVAN 3/11/19.
Business Manager

APPROVED AS TO FORM:



Assistant City Solicitor 3/11/19

CITY OF BROCKTON:



BILL CARPENTER 3/14/19.
Mayor

APPENDIX A

Planning Department

Incumbent Administrative Assistant

Grade Level III

Job Description

City of Brockton, Massachusetts
Job Description

Position Title:	Administrative Clerk	Grade Level:	3
Department	Planning and Economic Development	Date:	
Reports to:	Director	FLSA Status	

Statement of Duties: This employee provides administrative services to the Department and various planning agencies of the city (i.e. planning board, conservation commission, historic commission and historic district commission); functions as project manager/grant manager for state and federal grants; the employee is required to perform all similar or related duties.

Supervision Required: Under the general direction of the Director, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The Director provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Adapts methods to resolve particular problems. Instructions for new assignments usually consist of statements of desired objectives, deadlines and priorities. Checks of the employee's work are applied to an extent sufficient to keep the Director aware of progress, and to insure that completed work and policy problems or changes in procedures are discussed with Department Head. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy, or other requirements.

Supervisory Responsibility: The employee is not required to regularly supervise any employees.

Confidentiality: The employee has regular access to confidential information such as client (i.e. private developer's financial information), department records and law suits in accordance with the State Public Records law.

Accountability: Consequences of errors, missed deadlines or poor judgment could result in monetary loss, legal repercussions, and jeopardize programs.

Judgment: The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations, or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents, which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying complex federal, state and local regulations.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating

Formerly known as Specialized Secretary
July 2018
Planning and Economic Development

City of Brockton, Massachusetts
Job Description

facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: The work environment involves everyday discomforts of a municipal office subject to frequent interruptions. Noise or physical surroundings may be distracting, but working conditions are generally not unpleasant. The employee is exposed to adverse working conditions such as outdoor weather when carrying out job duties in the field at construction work sites. The employee may be required to work beyond normal business hours in order to attend evening Board or Committee meetings.

Nature and Purpose of Public Contact: Relationships with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks, lawyers and/or developers/ contractors. More than ordinary courtesy, tact, and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons. The employee may furnish the public or news media with routine information such as meeting agendas or departmental procedures.

Occupational Risk: Duties of the job present little potential for injury to the employee when duties are carried out in an office environment. Risk exposure is similar to that found in municipal office setting. The employee is exposed to occupational risks such as traffic and outdoor weather conditions when carrying out duties in the field at construction work sites.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Assists the Director with the operation of the department by performing financial and administrative support duties; types correspondence, filing of grant-related forms and other documents.

Reviews and analyzes financial reports; assists in the preparation of the department budget, tracks expenditures and compiles statistics.

Provides information to the public, City Council, Mayor and department heads.

Assists the Director and department staff with the preparation of bid documents and RFP's

Maintains files and statutorily required documents in accordance with Chapter 40A Subdivision Control Laws, Chapter 40R Smart Growth and 301CMR 10.00 "Wetlands Protection Act".

Works with developers, engineers and surveyors pertaining to filing requirements and deadlines of

Formerly known as Specialized Secretary
July 2018
Planning and Economic Development

City of Brockton, Massachusetts
Job Description

the Planning Board, Conservation Commission, and Site Plan Review Committee.

Processes purchase orders; purchases supplies, payrolls and deposits.

\ Maintains grant project funding spread sheets and tracks all change orders, expenditure of funds and submits expenditure reports to the State for the reimbursement of funds to the City.

Recommended Minimum Qualifications

Education and Experience: A minimum of an Associate's degree or a journeyman's level of trade knowledge; a minimum of three (3) to five (5) years related work experience preferably in land use planning and with a high degree of customer service experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Valid Class D Motor Vehicle Driver's License. Notary Public Certification is required within 6 months of appointment. As a condition of employment, the employee must be CORI certified.

Knowledge, Ability and Skill

Knowledge: General knowledge of the department and office operations; some knowledge of the Subdivision Control Law, Zoning and the provisions of the Wetlands Protection Act. Working knowledge of office software, the Internet and web site technology in support of department operations. Knowledge of applicable grant program guidelines and conditions for reimbursement of funds to the City. Knowledge of the provisions of the State Procurement Law.

Ability: Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks and maintain confidential information; ability to acquire knowledge of laws and regulations pertinent to position functions; ability to learn municipal financial software programs.

Skills: Proficient computer skills, mathematical skills, written and oral communication skills; strong customer service skills; excellent writing skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Little to no physical demands are required to perform the work within the office setting. Work effort principally involves sitting to perform work tasks with intermittent periods of stooping, walking and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper. Physical strength

Formerly known as Specialized Secretary
July 2018
Planning and Economic Development

City of Brockton, Massachusetts
Job Description

and agility are required when in the field such as when conducting sites visits or construction inspections.

Motor Skills: Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a motor vehicle, telephone system, personal computer and/or most other office equipment, typing and/or word processing, filing, and sorting.

Visual/Auditory Skills: The employee is required to constantly read documents, personal computer screens and written reports for general understanding and routinely for analytical purposes. The employee must have the auditory ability to listen and comprehend. The employee is not regularly required to determine color differences.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

APPENDIX B

Planning Department Administrative Assistant Grade Level II Job Description

City of Brockton, Massachusetts
Job Description

Position Title:	Administrative Clerk	Grade Level:	2
Department	Planning and Economic Development	Date:	
Reports to:	Director	FLSA Status	

Statement of Duties: This employee provides administrative services to the Department and various planning agencies of the city (i.e. planning board, conservation commission, historic commission and historic district commission); the employee is required to perform all similar or related duties.

Supervision Required: Under the general direction of the Director, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The Director provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Adapts methods to resolve particular problems. Instructions for new assignments usually consist of statements of desired objectives, deadlines and priorities. Checks of the employee's work are applied to an extent sufficient to keep the Director aware of progress, and to insure that completed work and policy problems or changes in procedures are discussed with Department Head. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy, or other requirements.

Supervisory Responsibility: The employee is not required to regularly supervise any employees.

Confidentiality: The employee has regular access to confidential information such as client (i.e. private developer's financial information), department records and law suits in accordance with the State Public Records law.

Accountability: Consequences of errors, missed deadlines or poor judgment could result in monetary loss, legal repercussions, and jeopardize programs.

Judgment: The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations, or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents, which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying complex federal, state and local regulations.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating

Formerly known as Specialized Secretary
Upon retirement, resignation, promotion of incumbent
Planning and Economic Development

City of Brockton, Massachusetts
Job Description

facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: The work environment involves everyday discomforts of a municipal office subject to frequent interruptions. Noise or physical surroundings may be distracting, but working conditions are generally not unpleasant. The employee is exposed to adverse working conditions such as outdoor weather when carrying out job duties in the field at construction work sites. The employee may be required to work beyond normal business hours in order to attend evening Board or Committee meetings.

Nature and Purpose of Public Contact: Relationships with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks, lawyers and/or developers/ contractors. More than ordinary courtesy, tact, and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons. The employee may furnish the public or news media with routine information such as meeting agendas or departmental procedures.

Occupational Risk: Duties of the job present little potential for injury to the employee when duties are carried out in an office environment. Risk exposure is similar to that found in municipal office setting.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Assists the Director with the operation of the department by performing financial and administrative support duties; types correspondence, filing of grant-related forms and other documents.

Reviews and analyzes financial reports; assists in the preparation of the department budget, tracks expenditures and compiles statistics.

As directed provides information to the public, City Council, Mayor and department heads.

Assists the Director and department staff with the preparation of bid documents and RFP's

Provides administrative support in the maintenance of files and statutorily required documents in accordance with Chapter 40A Subdivision Control Laws, Chapter 40R Smart Growth and 301CMR 10.00 "Wetlands Protection Act".

Advises developers, engineers and surveyors pertaining to filing requirements and deadlines of the

Formerly known as Specialized Secretary
Upon retirement, resignation, promotion of incumbent
Planning and Economic Development

City of Brockton, Massachusetts
Job Description

Planning Board, Conservation Commission, and Site Plan Review Committee, as needed.

Processes purchase orders; purchases supplies, payrolls and deposits.

\ Maintains grant project funding spread sheets and tracks all change orders, expenditure of funds and submits expenditure reports to the State for the reimbursement of funds to the City.

Recommended Minimum Qualifications

Education and Experience: A minimum of an Associate's degree or a journeyman's level of trade knowledge; a minimum of three (3) to five (5) years related work experience preferably in land use planning and with a high degree of customer service experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Notary Public Certification is required within 6 months of appointment. As a condition of employment, the employee must be CORI certified.

Knowledge, Ability and Skill

Knowledge: General knowledge of the department and office operations; some knowledge of the Subdivision Control Law, Zoning and the provisions of the Wetlands Protection Act. Working knowledge of office software, the Internet and web site technology in support of department operations. Knowledge of applicable grant program guidelines and conditions for reimbursement of funds to the City. Knowledge of the provisions of the State Procurement Law.

Ability: Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks and maintain confidential information; ability to acquire knowledge of laws and regulations pertinent to position functions; ability to learn municipal financial software programs.

Skills: Proficient computer skills, mathematical skills, written and oral communication skills; strong customer service skills; excellent writing skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Little to no physical demands are required to perform the work within the office setting. Work effort principally involves sitting to perform work tasks with intermittent periods of stooping, walking and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper. Physical strength and agility are required when in the field such as when conducting sites visits or

Formerly known as Specialized Secretary
Upon retirement, resignation, promotion of incumbent
Planning and Economic Development

**City of Brockton, Massachusetts
Job Description**

construction inspections.

Motor Skills: Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, telephone system, personal computer and/or most other office equipment, typing and/or word processing, filing, and sorting.

Visual/Auditory Skills: The employee is required to constantly read documents, personal computer screens and written reports for general understanding and routinely for analytical purposes. The employee must have the auditory ability to listen and comprehend. The employee is not regularly required to determine color differences.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Formerly known as Specialized Secretary
Upon retirement, resignation, promotion of incumbent
Planning and Economic Development

APPENDIX C

Holiday Schedule

Christmas Eve & New Year's Eve

Schedule A

	Senior Member	Day's Off		Junior Member	Days Off
Christmas Eve	On	1/2		Off	1
Monday - December 27	Off	1		On	0
New Year's Eve	Off	1		On	1/2
Monday - January 3	On	0		Off	1
1/2 Compensatory Time		1/2			1/2
Total		3			3

	Junior Member	Day's Off		Senior Member	Days Off
Christmas Eve	On	1/2		Off	1
Monday - December 27	Off	1		On	0
New Year's Eve	Off	1		On	1/2
Monday - January 3	On	0		Off	1
1/2 Compensatory Time		1/2			1/2
Total		3			3

APPENDIX D

WAGE SCALES

BCHASA - CLERICAL JULY 1, 2017
Group Code 1003

	MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII
ADMINISTRATIVE ASSISTANT - GRADE I		(Benchmark \$37,889)					
	01	02	03	04	05	06	07
Salary	32,206	34,100	35,995	37,889	39,783	41,678	43,572
Bi-Weekly	1,238.69	1,311.54	1,384.42	1,457.27	1,530.12	1,603.00	1,675.85
Hourly	17.6956	18.7363	19.7774	20.8181	21.8589	22.9000	23.9407
O.T.	26.5434	28.1045	29.6661	31.2272	32.7884	34.3500	35.9111
Salary	32,206	34,100	35,995	37,889	39,783	41,678	43,572
Weekly	619.35	655.77	692.21	728.63	765.06	801.50	837.92
Hourly	17.6957	18.7363	19.7774	20.8180	21.8589	22.9000	23.9406
O.T.	26.5436	28.1045	29.6661	31.2270	32.7884	34.3500	35.9109
ADMINISTRATIVE ASSISTANT - GRADE II		(Benchmark \$42,634)					
	01	02	03	04	05	06	07
Salary	38,371	40,147	41,924	43,700	45,476	47,253	49,029
Bi-Weekly	1,475.81	1,544.12	1,612.46	1,680.77	1,749.08	1,817.42	1,885.73
Hourly	21.0830	22.0589	23.0351	24.0110	24.9869	25.9631	26.9390
O.T.	31.6245	33.0884	34.5527	36.0165	37.4804	38.9447	40.4085
Salary	38,371	40,147	41,924	43,700	45,476	47,253	49,029
Weekly	737.90	772.06	806.23	840.38	874.54	908.71	942.87
Hourly	21.0829	22.0589	23.0351	24.0109	24.9869	25.9631	26.9391
O.T.	31.6244	33.0884	34.5527	36.0164	37.4804	38.9447	40.4087
ADMINISTRATIVE ASSISTANT- GRADE III		(Benchmark \$55,468)					
	01	02	03	04	05	06	07
Salary	49,921	52,232	54,543	56,854	59,166	61,477	63,788
Bi-Weekly	1,920.04	2,008.92	2,097.81	2,186.69	2,275.62	2,364.50	2,453.38
Hourly	27.4291	28.6989	29.9687	31.2384	32.5089	33.7786	35.0483
O.T.	41.1437	43.0484	44.9531	46.8576	48.7634	50.6679	52.5725
Salary	49,921	52,232	54,543	56,854	59,166	61,477	63,788
Weekly	960.02	1,004.46	1,048.90	1,093.35	1,137.81	1,182.25	1,226.69
Hourly	27.4291	28.6989	29.9686	31.2386	32.5089	33.7786	35.0483
O.T.	41.1437	43.0484	44.9529	46.8579	48.7634	50.6679	52.5725

BCHASA - CLERICAL JULY 1, 2018
Group Code 1003

1.75%

	MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII
ADMINISTRATIVE ASSISTANT - GRADE I							
	01	02	03	04	05	06	07
Salary	32,770	34,697	36,625	38,552	40,479	42,407	44,335
Bi-Weekly	1,260.38	1,334.50	1,408.65	1,482.77	1,556.88	1,631.04	1,705.19
Hourly	18.0054	19.0643	20.1236	21.1824	22.2411	23.3006	24.3599
O.T.	27.0081	28.5965	30.1854	31.7736	33.3617	34.9509	36.5399
Salary	32,770	34,697	36,625	38,552	40,479	42,407	44,335
Weekly	630.19	667.25	704.33	741.38	778.44	815.52	852.60
Hourly	18.0054	19.0643	20.1237	21.1823	22.2411	23.3006	24.3600
O.T.	27.0081	28.5965	30.1856	31.7735	33.3617	34.9509	36.5400
ADMINISTRATIVE ASSISTANT - GRADE II							
	01	02	03	04	05	06	07
Salary	39,042	40,850	42,658	44,465	46,272	48,080	49,887
Bi-Weekly	1,501.62	1,571.15	1,640.69	1,710.19	1,779.69	1,849.23	1,918.73
Hourly	21.4517	22.4450	23.4384	24.4313	25.4241	26.4176	27.4104
O.T.	32.1776	33.6675	35.1576	36.6470	38.1362	39.6264	41.1156
Salary	39,042	40,850	42,658	44,465	46,272	48,080	49,887
Weekly	750.81	785.58	820.35	855.10	889.85	924.62	959.37
Hourly	21.4517	22.4451	23.4386	24.4314	25.4243	26.4177	27.4106
O.T.	32.1776	33.6677	35.1579	36.6471	38.1365	39.6266	41.1159
ADMINISTRATIVE ASSISTANT - GRADE III							
	01	02	03	04	05	06	07
Salary	50,795	53,146	55,498	57,849	60,201	62,553	64,904
Bi-Weekly	1,953.65	2,044.08	2,134.54	2,224.96	2,315.42	2,405.88	2,496.31
Hourly	27.9093	29.2011	30.4934	31.7851	33.0774	34.3697	35.6616
O.T.	41.8640	43.8017	45.7401	47.6777	49.6161	51.5546	53.4924
Salary	50,795	53,146	55,498	57,849	60,201	62,553	64,904
Weekly	976.83	1,022.04	1,067.27	1,112.48	1,157.71	1,202.94	1,248.15
Hourly	27.9094	29.2011	30.4934	31.7851	33.0774	34.3697	35.6614
O.T.	41.8641	43.8017	45.7401	47.6777	49.6161	51.5546	53.4921

APPENDIX E

Pension Fund's Rehab Plan Contribution Rate

SCHEDULE A

Contribution Rate Prior to Adoption of Schedule	Accrual Rate for Benefits Earned on or after effective Date of Preferred Schedule	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
0.71	15.62	0.79	0.87	0.96	1.06	1.17	1.29	1.42	1.57	1.73	1.91

APPENDIX F

Pension Fund's Apportionment Schedule

SCHEDULE B

BROCKTON CITY EMPLOYEES' UNION

Total Contribution Rate Prior to Adoption of Schedule	Current City Contribution Rate Prior to Adoption of Schedule	Accrual Rate for Benefits Earned on or after effective Date of Preferred Schedule	Current Employee Contribution		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
0.71	0.53	11.66	0.18		0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71
0.71	0.53	10.60			0.77	0.84	0.91	0.99	1.07	1.16	1.26	1.37	1.48	1.60
					0.06	0.13	0.20	0.28	0.36	0.45	0.55	0.66	0.77	0.89
					0.79	0.87	0.96	1.06	1.17	1.29	1.42	1.57	1.73	1.91
					0.02	0.03	0.05	0.07	0.10	0.13	0.16	0.20	0.25	0.31
					0.59	0.66	0.73	0.81	0.89	0.98	1.08	1.19	1.30	1.42
					0.20	0.21	0.23	0.25	0.28	0.31	0.34	0.38	0.43	0.49
					0.79	0.87	0.96	1.06	1.17	1.29	1.42	1.57	1.73	1.91

* City Responsibility

** Employee Responsibility

APPENDIX G

City of Brockton Policy
Code of Ethics



City of Champions

James E. Harrington- Mayor

Code of Ethics

It is necessary for City of Brockton employees to hold the respect, trust, and confidence of the community. One way this is accomplished is through the creation and enforcement of ethical guidelines for the conduct of public employees. It is therefore the policy of this Administration to uphold, promote, and demand the highest standards of ethics from its employees for personal integrity, truthfulness, honesty and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants, including, but not limited to, theft, dishonesty or the appearance of impropriety, and must never use their City position or powers for personal gain or in breach of the public trust.

Employees shall:

1. *Recognize that the chief function of the local government at all times is to serve the best interests of all the people.*

Public Interest: employees shall treat their office as a public trust, only using the power and resources of public office to advance public interests and not to attain personal benefit or pursue any other private interest incompatible with the public good.

2. *Keep the community informed on municipal affairs; encourage dialogue between the citizens and all municipal employees emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.*

Accountability: employees shall assure that government is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold city officials accountable.

Respectability: employees shall safeguard public confidence in the integrity of City government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety of which is otherwise unbecoming a public official.

3. *Seek no favor; believe that personal benefit or profit secured by confidential information or by misuse of public time is dishonest.*

Private Employment: employees shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Confidential Information: employees shall not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Gifts: employees shall not directly or indirectly solicit any gift or accept or receive any gift – whether it is money, loan, travel, entertainment, hospitality, promise or any other form – under the following circumstances:

- (a) It could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or
- (b) The gift was intended to serve as a reward for any official action on the official's part.

Investments in Conflict with Official Duties: employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.

4. *Conduct business of the City in a manner, which is not only fair in fact, but also in appearance.*

Personal Relationships: Personal relationships shall be disclosed in any instance where there could be the appearance of a conflict of interest. Employees are required to provide full disclosure of contacts by proponents and opponents having business before the City.

5. *Not knowingly violate any Massachusetts statute, City ordinance or regulation in the course of performing their duties.*

The parties recognize that the language of this policy is subject to differing interpretations. The City agrees that, in the event that it believes this policy has been violated, it shall first provide the employee with an oral warning. Thereafter, in the case of a subsequent violation, a written warning shall be issued. Thereafter, progressive discipline shall be applied.

APPENDIX H

Recorded Telephone Lines List

Assessors

	(508) 897-6863
	(508) 897-6855
	(508) 897-6861
	(508) 897-6859
	(508) 897-6866
	(508) 897-6858

Buildings

At City Hall	(508) 897-6408
At City Hall	(508) 897-6409
At City Hall	(508) 897-6411
At City Hall	(508) 897-6407
Building Dept Shop Plain St.	(508) 580-7845

Department of Public Works

DPW Office

	(508) 897-6425
	(508) 897-6426

Sewer Department

	(508) 897-6427
	(508) 897-6429

Water Department

	(508) 897-6430
	(508) 897-6431
	(508) 897-6428
	(508) 897-6432
	(508) 897-6433

License Commission

	(508) 897-6803
--	----------------

Mayor's Office

	(508) 897-6822
	(508) 897-6814
	(508) 897-6813
	(508) 897-6815
	(508) 897-6809
	(508) 897-6817
Promise Fellow	(508) 897-6821
Conference Telephone	(508) 897-6823
Volunteer	(508) 897-6807

Procurement

	(508) 897-6802
--	----------------

Tax Collector

	(508) 897-6835
	(508) 897-6873
	(508) 897-6837
	(508) 897-6828
	(508) 897-6832
	(508) 897-6831
	(508) 897-6827
	(508) 897-6836
	(508) 897-6834

Treasurer

	(508) 897-6444
	(508) 897-6449
	(508) 897-6446
	(508) 897-6447
	(508) 897-6448
	(508) 897-6451