

AGREEMENT

Between

CITY OF BROCKTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

BROCKTON CITY EMPLOYEES UNION

of the

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA



JULY 1, 2016 – JUNE 30, 2019

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AGREEMENT

This Agreement, entered into by the CITY OF BROCKTON, the Municipal Employer, hereinafter referred to as the Employer, and BROCKTON CITY EMPLOYEES UNION (BCEU), MASSACHUSETTS LABORERS' DISTRICT COUNCIL, LOCAL 1162, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representatives for all full-time and part-time employees in the following positions and grade level classifications:

Unit A:

Grade Level I

- Executive Assistant (formerly known as “Administrative Assistant”- re-titled December 12, 2018)
 - Municlass Manual Designation: Whenever pertinent, the parties agree and expressly acknowledge that the position of Executive Assistant shall correspond to the title of “Administrative Assistant” as contained within the Municlass Manual.
 - The provisions of this Agreement shall supersede any inconsistent provision previously provided in the Collective Bargaining Agreement, and the Parties agree that the Collective Bargaining Agreement shall be modified to be consistent with this Agreement to the extent necessary.
- Worker's Compensation Agent
- Veteran's Investigator
- Deputy Sealer of Weights and Measures

Grade Level II

- Grant Administrator (Mayor)
- Grant Administrator (Police)
- Crime Analyst
- Refuse Administrator
- Paralegal
- Senior Program Administrator (Police)
- Accountant
- Compliance Quality Control

Grade Level III

- Revaluation Technician
- Contract Administrator (Water/Sewer)
- Superintendent of Golf
- Executive Director Elections
- Sealer of Weights and Measures

IT Grade Level I

- Head Computer Operator
- Technical Support Specialist
- Head Systems Analyst

IT Grade Level II

- Network Administrator
- Assistant Data Processing Manager

Unit B:

Grade Level I

- Kennel Worker

Grade Level II

- Emergency Telecommunications Dispatcher

Grade Level III

- Animal Control Officer

Grade Level IV

- Director of Animal Control

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 group or person for the purpose of undermining the present Union or changing any condition contained in this Agreement.

If during the term of this Agreement new positions are created or existing positions are changed, that do not have a community of interest with other bargaining units, then the parties agree to further negotiate the impact of same.

ARTICLE II UNION DUES

The Union dues of employees covered by this Agreement will be deducted each month by the Employer from the wages of each employee covered by this Agreement who has signed an Authorization Form for the deduction of such dues and presents it to the Treasurer of the City in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the City Treasurer from time to time. The following authorization of dues form shall be used.

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

The City Treasurer shall transmit promptly each week to the Union Treasurer the deducted Union dues together with a list of the employees from whose wages such union dues have been deducted. The City Treasurer shall require of the Union Treasurer 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 General Laws.

The Union 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 Union 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 Step1, 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 with 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 Union representative in writing within twenty (20) calendar days excluding Saturdays, 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

Appeal procedure: Any grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement that has been processed in Article III 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 proviso; failure of the Union to appeal to arbitration shall be deemed a final waiver of the Union'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 Union. 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 Union 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.

ARTICLE V DISCIPLINE

Employees shall have the right to have a Union Steward or representative present at any formal disciplinary action.

Reprimand of an employee shall not be done in a manner calculated to unnecessarily embarrass the employee. No reprimand shall be placed in an employee's file unless first shown to the employee and initialed by the employee. The employee's initial shall not constitute approval of the reprimand by the employee.

Employees shall have the right, upon written request, to review the contents of their personnel file under the supervision of the Human Resources Department. Employees shall also have the right to file a counterstatement to any negative material in their personnel file.

Employees may not be disciplined, discharged, laid off or lowered in rank or compensation except for just cause and for reasons given in writing.

Any member of the bargaining unit not otherwise covered by tenure under General Laws, Chapter 31, the so-called "Civil Service" act, or by other general laws of the Commonwealth similar in substance, who has completed five (5) years of consecutive service with the City, shall not be discharged, removed, suspended for a period exceeding five (5) days, or lowered in rank or position without his/her consent in writing, nor shall his/her office or position be abolished, except for just cause for reasons specifically given him/her in writing, and if requested within five (5) days thereafter, only after an opportunity to be heard by the appointing authority or his designee, at which hearing the employee shall have the right to the presence of a union steward or other representative or counsel of his/her choosing.

Disciplinary Action: No member of the bargaining unit shall be removed, dismissed, discharged, suspended, or charged in any manner except for just cause and at any hearings or interviews relating to the above. A member of the bargaining unit will have the right to have an attorney present on his/her behalf. All such actions shall comply with the applicable provisions of the Civil Service laws.

ARTICLE VI DISCRIMINATION

Neither the Employer nor the Union 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 Union. The Employer agrees that there shall be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order which would violate this Agreement. The burden of proof shall be at all times upon the employee whose refusal to comply with an order is based upon any provision of this Agreement.

ARTICLE VII 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 VIII REST PERIODS

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen minute rest periods with pay, except for emergencies or unusual circumstances.

ARTICLE IX BULLETIN BOARDS

Bulletin boards shall be made available for use by the Union 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 Union representative a copy of any notice which is to be posted relating to department policies, requisitions for promotion and changes in working conditions.

ARTICLE X SICK LEAVE

Employees shall accrue one and one-quarter (1 1/4) days per month calculated in hours and posted on the first day of the month for the previous month's accrual.

Sick leave time shall accrue for any employee while on vacation or on sick leave. Seniority shall accrue when an employee is on 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 a 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 there shall be no restriction of accumulation of sick leave time.

Notification of absences under this Article must be given to the designated representative of the department as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the department head, be applied to leave without pay.

Employees may be requested to submit a medical certification of good health after either a prolonged illness or an accumulation of several individual days of absence. The request may be made at the discretion of the department-head.

An employee who retires from his/her position with the City, or dies while employed by the City, shall receive a cash payment equivalent to fifty (50%) percent of the number of unused accumulated sick leave days 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 Thirteen Thousand Eight Hundred (\$13,800.00) Dollars. 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, his/her estate.

The parties agree that payments made in accordance with this provision shall not be included in the computation of earnings for the purposes of computing retirement (pension) benefits unless a court of appellate jurisdiction, in a law suit relating to any employee in the Commonwealth with the exception of employees of the City of Brockton, determine that such payments must be so included for such purposes.

If by the first working day of July 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 July 1 st	Sick Leave Days Used In Twelve Month Period Ending June 30 th	Additional Compensation To Be Paid By Employer
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		On Or About July 1 In An Amount Equal To
75 Days	0	One (1) Week's Pay
75 Days	1	4/5 ^{ths} of a Week's Pay
75 Days	2	3/5 ^{ths} of a Week's Pay
75 Days	3	2/5 ^{ths} of a Week's Pay
75 Days	4	1/5 th of a Week's Pay

If by the first working day of July, 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, 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 Departments Heads shall keep records of sick leave expenditures.

Use of sick leave for a doctor's appointment shall require prior approval by the Department Head.

In the event 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 Employer for sick leave shall be the difference between the amount of the employee's average weekly wage paid by the Employer and the amount received by the employee from 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 (5) days of such injury.

No pay status: After a thirty (30) days no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work.

Medical Certificate: When an employee is absent by reason of sickness or injury for a period of more than five (5) consecutive days in a calendar 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 employee 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 shall be permitted to take sick leave in hourly increments

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 Human Resources Director.

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

1. A Doctor's note must be provided at the time a sick day is used, not after being placed on sick leave review.
2. An employee who has used in excess of fifteen (15) undocumented sick days in a fiscal year period.
3. 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. Use of a sick day or days illustrating a repetitive pattern such as use of a sick day on any particular day of the week on a repetitive basis.

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 Human Resources Director for any sick day. If written documentation is not provided, the employee may be subject to discipline.

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 grounds 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.

SICK LEAVE BANK

A Sick Leave Bank shall be instituted which shall be administered by a Sick Leave Bank Committee comprised of the 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. Adequate medical evidence of illness or accident shall be submitted.
- C. Employees wishing to utilize this benefit shall be required to provide a physician's certificate establishing illness or injury.
- D. Prior utilization of sick leave shall be considered. The decision of the Sick Leave Bank Committee with the 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 accumulated sick leave to the Sick Leave Bank which bank shall not exceed one hundred fifty (150) days. Only those members who voluntarily contribute to this bank each year shall be eligible for its benefits.

WORKER'S COMPENSATION

The parties agree to the following with respect to worker's compensation benefits:

Employees receiving worker's 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 worker's 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.

Employees shall be permitted to utilize accumulated vacation time compensation to supplement worker's compensation if they so choose.

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.

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/her actually is back to work in her/his vacation year.

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.

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

ARTICLE XI BEREAVEMENT LEAVE

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

An employee shall receive three (3) working day's bereavement leave with pay for the death of sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, niece or nephew.

In the case of the death of a current employee of the Department, the Department head may, on a case-by-case basis in his/her discretion, grant employees one half (1/2) day of bereavement leave with pay, as circumstances so warrant. In order to properly staff the department the Department Head may grant said leave based on seniority.

Bereavement leave shall commence the day following the date of decease, by blood or marriage. 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 5-day bereavement leave at a later time, within 15 days of the death, rather than consecutive days following the death.

ARTICLE XII MANAGEMENT RIGHTS

Management officials of the City retain the right, in accordance with applicable laws and regulations:

1. To direct employees of the City;
2. To hire, promote, transfer, assign and retain employees in positions within the City and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees from duties because of lack of work or for other legitimate reasons;
4. To maintain the efficiency of the municipal operations entrusted to them;
5. To determine the functions of the City and the methods, personnel and means necessary to fulfill those functions, including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. The right of the City to exercise the rights enumerated herein shall not be employed to undermine or discriminate against the Union; and
6. To take whatever actions may be necessary to carry out the functions of the City in situations of emergency.

ARTICLE XIII 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 she 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.

ARTICLE XIV HOURS OF WORK

The regularly scheduled workweek for all employees covered by this Agreement, except as otherwise agreed below, shall consist of five (5) days, Monday through Friday. A regular workweek shall consist of thirty-five (35) hours within the workweek of five 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.

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 day shall be credited as a day worked. Overtime scheduling shall not be compulsory.

Overtime opportunities shall be assigned on a rotating basis by seniority first within the particular section of the bargaining unit for which the work is required then within the bargaining unit division for which the work is required, and then within the bargaining unit department for which the work is required, provided that qualified individuals are available and prior to offering said overtime to individuals outside of the bargaining unit. All overtime shall be in accordance with the FLSA.

Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. Employees in the bargaining unit will be guaranteed a minimum of four (4) hours' pay at time and one-half on recall.

Nothing contained herein shall apply to the pay and duties of a second position of any member of the bargaining unit who may, incidentally, hold some other compensated position with the City, such as clerk to a board, commission, committee or council.

The shifts for the Animal Control Department shall be from 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m. The Supervisor of Animal Control may work an 11 :00 a.m. to 7 :00 p.m. shift if the 7 :00 a.m. to 3 :00 p.m. shift is filled. As staffing levels dictate, all shifts for Animal Control will be filled in order with the 7:00 a.m. to 3:00 p.m. first, the 3:00 p.m. to 11:00 p.m. second, and the 11:00 p.m. to 7 :00 a.m. third. The third shift will only be filled if the operational needs of the department so dictate upon direction from the Mayor.

Emergency Telecommunication Dispatchers and Park Police shall work a so-called 4 and 2 week and eight (8) consecutive hour shift commencing at 8:00 A.M. to 4:00 P.M., 4:00 P.M. to Midnight or Midnight to 8:00 A.M.

Overtime for Emergency Telecommunication Dispatchers ("ETDs") shall be paid whenever a member works out of shift.

The following represents the Parties agreed upon interpretation of the proper overtime assignment procedures as applied only to ETDs within the bargaining unit:

- a. Overtime for ETD employees shall be assigned from an established seniority based overtime list.
- b. The records of overtime shall be posted and be updated within a reasonable time after distributing overtime opportunities.
- c. The Chief of Police or his designee shall notify employees of overtime opportunities.
- d. One telephone contact number shall be maintained for each employee. Employees are responsible for providing a current contact number.
- e. The initial list will be in order of seniority.
- f. Newly eligible employees will be placed at the bottom of the list.
- g. The employee currently on the top of the list will be offered the overtime opportunity.
- h. If the employee is not at work, he/she will be contacted by telephone and offered the opportunity.
- i. If the employee cannot be reached, he/she will be moved to the bottom of the rotational list, and the next employee on the list will be contacted and offered the overtime opportunity.
- j. Employees accepting any overtime opportunity acknowledge he/she is capable, qualified and available to work the entire overtime shift.
- k. Overtime offered to each employee shall not exceed one (1) shift at a time.
- l. If the employee declines the overtime opportunity, then he/she will be moved to the bottom of the list.
- m. This procedure will continue until the overtime slot is filled.

If either party alleges a serious inequity has arisen that was unforeseen due to the diverse composition of the bargaining unit, the parties do agree to re-open negotiations with respect to said inequity.

The parties agree that when the Radio Technician shall be called in to work on a Sunday or a holiday, he shall receive a minimum of three (3) hours' pay at his overtime rate for the first call-in and a minimum of one (1) hour's pay at his overtime rate for a second or subsequent call-in within a twenty-four hour period commencing at the end of his last regular shift.

An employee, when designated by his/her Department or Division Head to be "on call duty" shall receive an amount equivalent to twenty (20%) percent of his/her hourly rate for each hour required to be "on call". The employee agrees to hold himself/herself available to respond.

Any Emergency Telecommunication Dispatcher required, under the direction of his/her immediate supervisor, to work through his/her meal periods shall be compensated with compensatory time off at a rate of time and one half the regular rate of compensation.

All overtime will be in accordance with the Fair Labor Standards Act.

Flex Time: Flex time may be allowed on a discretionary basis for employees in Unit A. Flex time shall include the following adjustments to employees' schedules: (1) starting work early, (2) reducing a lunch schedule, or (3) working late. The number of weekly hours scheduled for employees (35 hours per week) shall be maintained. The temporary change, or shifting, of hours by a Department Head, at the request of an employee is intended to satisfy the needs of the employee without adversely affecting the effectiveness or needs of the Department.

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 sole discretion. Flex time shall not result in overtime. Employees' schedules shall not be adjusted to begin earlier than 7:00AM or leave later than 5:30PM.

Flextime will be issued by seniority if there is more than one (1) request at the same time.

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. An employee must address how the needs of the office (including customers, co-workers and Department Head) will be maintained.

Every reasonable request will be given full consideration by the Department Head and every reasonable effort will be made to fulfill the request.

ARTICLE XV VACATIONS

Every member of the bargaining unit occupying a position subject to the classification and pay plans shall be granted two (2) weeks' vacation with pay to be computed in hours in each calendar year provided he/she has rendered thirty (30) weeks' full-time service following his/her date of hire.

Every member of the bargaining unit occupying a position subject to the classification and pay plans shall be granted one (1) week's vacation with pay in addition to the allowance to which he/she is entitled under the above paragraph after he/she has completed three (3) years of continuous full-time service. Every member of the bargaining unit shall be granted an additional one (1) week's vacation with pay after he/she has completed five (5) years of continuous full-time service. Every member of the bargaining unit shall be granted an additional one (1) week's vacation with pay after he/she has completed ten (10) years of continuous full-time service. Vacation time accrual in hours.

Members of the bargaining unit employed on a part-time basis may be granted that proportion of the allowance provided in the paragraphs above which their part-time service bears to full-time service.

Department heads may grant vacation leave at such times during the calendar year as will best serve the public interest. Preference should be given members of the bargaining unit on the basis of years of employment by the city.

An employee shall be allowed to carry double the Employee's allotment.

Upon the death of a member of the bargaining unit who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as earned in the vacation year prior to the member's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the member died up to the time of his/her separation from the payroll.

Members of the bargaining unit who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the defense forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the defense forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement or entrance into the defense forces occurred up to the time of his/her separation from the payroll.

Absences on account of sickness in excess of that authorized under the sick leave provisions of this agreement or for personal reasons not provided for under said sick leave provisions may, at the discretion of the department head, be charged to vacation leave. Three (3) or more days, a doctor's note will be required.

A member of the bargaining unit shall be granted an additional day of vacation if while on vacation leave a designated holiday occurs which falls on, or is legally observed on, Monday, Tuesday, Wednesday, Thursday, or Friday.

No pay status: After a thirty (30) days no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work.

ARTICLE XVI HOLIDAYS

The following enumerated days shall be considered as holidays for all employees covered by this Agreement:

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

With the exception of Park Police, 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 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. In the event such an employee is required to work on any of the named holidays, he/she shall receive in addition to his/her regular rate of pay, payment of time and one-half his/her regular rate of pay.

Should a holiday occur while such 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.

Park Police shall be paid all holiday pay due on the first payday in December of each year. With respect to Park Police, the aforementioned holidays will be construed to guarantee each full-time Park Police officer eleven (11) paid holidays, whether or not his day off falls on a holiday. Park Police shall not be entitled to time and one-half pay for holidays worked. Holiday pay shall be pro-rated for all part-time Park Police officers.

If during the duration of the contract, either the Federal or State Government shall, by law, declare any new holidays not otherwise enumerated above, the parties agree to reopen negotiations with respect to such newly declared holidays.

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.

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.

Thanksgiving: The City agrees that employees will have the option to elect to take either the day before or the day after Thanksgiving off.

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 A**.

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.

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 exempt from coverage under the Civil Service statute, seniority shall be the date of hire.

A discharged employee, who is reinstated through the grievance and/or arbitration procedure, or as a result of an appeal to the Civil Service, 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. Employees laid off through no fault of the employee shall be given first opportunity for rehire.

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.

ARTICLE XVIII PROMOTIONS/VACANCIES

A Department Head shall post notices of promotional opportunities and/or newly created 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 Secretary of the Union.

The posted notice shall contain the following information:

- 1) Title; 2) Salary; 3) Location of position; 4) Temporary or permanent; 5) Special qualifications.

Where a promotional opportunity in a classification or into a higher classification shall occur and two 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.

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.

All vacancies within the Local 1162 shall be posted and open to the members of the Brockton City Employees Union 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, 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.

The City agrees that employees who move from one bargaining unit position to another unit position shall retain their prior service for purposes of step placement in the new position. Said employees shall be placed at the same step in the new position or to a step equivalent to the one the employee occupied in his/her former position.

ARTICLE XX LONGEVITY INCREMENTS

All full-time employees shall be paid, in addition to his/her compensation, the following annual increments for longevity services:

LENGTH OF SERVICE	AMOUNT
Over five (5) years of service but less than ten (10) years of service	\$480.00
Over ten (10) years of service but less than fifteen (15) years of service	\$750.00
Over fifteen (15) years of service but less than twenty (20) years of service	\$950.00
Over twenty (20) years of service	\$1,250.00
Over twenty-five (25) years of service	\$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 estate. In the event of termination of employment by retirement, termination or death, the amount of longevity compensation due will be paid at the time of retirement, termination or death.

Permanent part-time employees shall be paid on a pro-rata basis.

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 the 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 UNIFORMS

Unit "B" employees who are required to wear uniforms shall be paid a Two Thousand (\$2,000.00) Dollar Supplemental Quarterly Payment which shall be paid as follows:

\$500.00 in each of the first paychecks issued to employees in Unit B in July, October, January and April.

The Supplemental Quarterly Payment shall not be included as part of base wages, shall not be included as part of any differential payment calculation and shall not be included as part of any overtime payment calculation.

Emergency Telephone Dispatchers' uniforms shall be approved by the Chief of Police.

To qualify, employees must wear uniforms.

The City shall supply members of the Park Police with the following items:

One (1) Club, One (1) Pair of Handcuffs, One (1) Cuff Case, One (1) Revolver, One (1) Holster, One (1) Flashlight, One (1) Traffic Belt, One (1) Sam Brown Belt, Two (2) Badges, One (1) Hat, One (1) Breast Plate, One (1) Hat Cover, One (1) Pair of Boots and One (1) Raincoat; provided, however, that the members of the Park Police who are issued these equipment items sign for same and by so signing accept responsibility.

Dress Code Regulations- The following provisions shall apply to all Unit A employees:

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 slacks 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. However, 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 or sweatshirts are not allowed. Shirts and blouses must extend to the waistband of the employee's pants or skirt.

Unit B employees shall continue to wear their previously required uniforms.

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 XXIII MEDICAL AND LIFE INSURANCE COVERAGE

If any member of the bargaining unit becomes an interested party to any case challenging the 80% to City contribution to any aspect of health insurance coverage, and such contribution rate is in any way declared to be unenforceable or ordered to be increased by a court, agency, or tribunal of competent jurisdiction, then there shall be an immediate reopener of economic items to negotiate to restore the economic equivalent of the parties' agreement.

The City shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their health insurance and/or dental insurance with pre-tax dollars.

Effective July 1, 1998, the City shall establish a Dental Plan. Employees properly enrolled in the Dental Plan shall contribute fifty percent (50%) of the total monthly premium. Enrollment shall be employee option.

The parties further agree that the City, as soon as practical, shall be entitled to deduct the employees share of health and/or dental premium contributions in approximately equal amounts during each pay period.

Effective July 1, 2002, the employee contribution to health insurance shall be twenty-five percent (25%) of the total monthly premium consistent with the provisions of M.G.L. Chapter 32B (all City of Brockton unions agree). If the 25% employee contribution is initiated, then a three hundred dollar (\$300.00) bonus will be paid to all employees. In addition, it is understood and mutually agreed that the City shall have the right to switch carriers and/or plans if mutually agreed to. It shall also have the duty to provide

substantially equivalent overall coverage and any and all health or dental insurance plans for which it contracts to that available at the time this contract is executed.

In addition, the City shall continue to provide medical insurance coverage under the medical insurance plans presently offered, as the same are from time to time amended by the plan administrators (i.e. Blue Cross Blue Shield of Massachusetts and Harvard Pilgrim Health Care), so long as said plans are available to the City. The foregoing shall not obligate the City of Brockton to bargain over changes in the plans as made by the plan administrators. The preceding sentence shall not be deemed to preclude the City from offering additional plans as determined by the employer to be in the best interest of the City.

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:
 - a. Medical insurance deductibles
 - b. Co-Payments
 - c. Vision Care (eyeglasses, contact lens, examinations)
 - d. Medical examination costs not covered by insurance
 - e. Chiropractor and other specialist cost not covered by insurance
 - f. Psychiatric counseling not covered by insurance
 - g. Other medical expenses qualified under IRC Section 125
 - h. Dental expenses such as examinations, cleanings, fillings, crowns, bridges, dentures, orthodontist services, implants, inlays, x-rays, and dental expenses qualified under IRC Section 125
 - i. Dependent Care Assistance Plan consistent with Section 125 & 129 of the Internal Revenue Code.
 - j. 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:
 - a. 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.
 - b. By then taking 50% of that amount and dividing it by three (3).
 - c. 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 UNION REPRESENTATIVES

A list of the Union Stewards for each department, not to exceed a total of six for the bargaining unit and other representatives shall be furnished to the Employer immediately after their designation. Said representatives shall be granted reasonable time off during working hours for the purpose of investigating and settling grievances, provided, and only in the case, where formal grievances have been submitted in writing. Union representatives shall be granted access to the premises with permission of the Department Head.

No more than two (2) employees from each unit may be granted leave with pay to attend meetings of the State or National bodies of the Union without loss of pay.

No more than five (5) representatives of the Association employed by the City shall be entitled to attend contract negotiations during working hours.

ARTICLE XXV NO STRIKES - NO LOCKOUTS

It is mutually agreed that throughout the life of this Agreement there shall be no strikes, stoppages 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 proviso to the contrary, employees shall have the right to join the union, hold office, act as a Union 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

The Employer will notify the Union in writing of the name, address and the classification of each new employee transferred to or hired to work in the unit covered by this Agreement within five (5) days after hire.

ARTICLE XXVIII VETERANS' LEAVE

Delegates or Alternates to state or national conventions of the following veterans' organization may be granted paid leave, up to a maximum of five (5) days, to attend those conventions, subject to the approval of the Mayor and the Department Head:

American Legion

Amvets WWII- Korean War- Vietnam War

Disabled American Veterans

Legion of Valor

Marine Corps League

Order of Purple Heart

United Spanish War Veterans

Veterans of Foreign Wars

Reserve Officers Association of the United States of America

ARTICLE XXIX 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 XXX PERSONAL DAY

Each employee shall be entitled to four (4) personal days off with pay each contract year. The employee shall provide forty-eight (48) hours advance notice to his/her Department or Division Head for use of personal days. If proper notice has been given, the employee shall be granted the day off unless the Department or Division Head shows just cause that the granting of such request will affect the agency's operations. Whenever the employee has failed to give the required advance notice, the granting of that particular day shall be at the sole discretion of the Department or Division Head. A day not used within the contract year will not accumulate.

The parties agree that all new hires and re-hires shall have their personal day allotment pro-rated based on the amount of time left in the year.

ARTICLE XXXI LEAVES OF ABSENCE

The Employer agrees that all employees covered by this Agreement shall be granted a leave of absence subject to and in accordance with the terms of Chapter 31, Section 37 of the Massachusetts General Laws, as amended, and other pertinent sections of said

chapter, and the Employer expressly reserves whatever discretionary rights and powers are vested by that chapter, and this Agreement does not reduce such discretionary rights or powers.

Leave to attend summer encampment for military duty shall be without loss of regular rate of pay in accordance with Section 9 of Chapter 33 of the General Laws.

ARTICLE XXXII WAGES

Base Wages FY17: Effective July 1, 2016, base wages shall be increased for all unit members by (2.0%) percent.

Base Wages FY18: Effective July 1, 2017, base wages shall be increased for all unit members by two (2%) percent.

Base Wages FY19: 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 shall be amended and listed in **APPENDIX B** to reflect the one and three quarters (1.75%) percent base wages increase.

Step Raises: Time worked within any City Department and/or School Department shall be counted as time worked for the computation of a step raise, which shall be on the employees anniversary date each year.

Wages: the Parties agree that, upon funding of this Agreement by City Council, employees will be paid at a new step level provided in Paragraph 3. 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 in Article XXIII: Wages.

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 provided in Paragraph 4 (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 Paragraph 4 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. 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 Paragraph 3 (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.

ARTICLE XXXIII HIGHER CLASSIFICATION PAY

An employee required by his/her supervisor to perform the duties of a higher classification for a period of three (3) consecutive days or more shall thereafter be paid the higher rate if he/she continues to work in the higher classification, with compensation retroactive to the first day of assignment. To qualify for said assignment the employee must assume and perform all duties of the higher classified position.

He/she shall be paid a minimum of the new class or if his/her existing rate is higher than the minimum rate of the new class, he/she shall be paid at the next step above his/her present rate. If he/she is being paid at the minimum step of the new class, and his/her Department Head recommends that his/her qualifications and performance warrant a one-step increase, it shall be allowed.

In the event that an employee is, for any reason, not available to perform his/her duties and no other employee in the department is a member of this Union, then the most senior employee in the next lower class in the Brockton City Hall Administrative Services Association, qualified to perform the duties, 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.

This provision shall not alter an existing provision related to higher classification pay within the Union.

ARTICLE XXXIV TUITION REIMBURSEMENT PROGRAM LICENSE AND CERTIFICATIONS

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 or 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 (50%) percent 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.

Tuition reimbursement as provided above shall be paid at the rate of one hundred (100%) percent of the cost of tuition for Park Police officers only.

Employees shall be reimbursed for the cost for any mandated licenses, and/or certifications required as a condition of employment.

ARTICLE XXXV COURT TIME

Any Park Unit "B" employee, Police Officer, Animal Control Officer, Animal Control Supervisor, Director of Animal Control or Emergency Telecommunication Dispatcher on duty at night or on vacation or on a day off who attends as a witness or in another capacity in the performance of his duty in a criminal matter or a civil matter in any case pending in the District Court, Juvenile Court or any Superior Court, or before any Grand Jury proceeding, or in conferences with the District Attorney or Assistant District Attorney, or at any pre-trial conference or any other related hearing or proceeding, or who is required by any City, County, Town, State or Federal Government or any subdivisions or agencies or any of the foregoing to attend or appear before any Department, Agency, Board, Commission, Division or Authority or Official of the State or Federal Government or subdivision or agency of any of the foregoing or who attends as a witness or in any other capacity in the performance of his duty for the Government of the United States, the Commonwealth or the City in a criminal matter or civil matter or any other case pending in a Federal District Court or before a Grand Jury proceeding or a United States Commissioner or a conference with the United States Attorney or at any pre-trial conference or any other related hearing or proceeding shall be compensated in accordance with the following schedule of rates:

1. All court time will be paid at the rate of one and one-half (1 1/2) times the regular hourly wage.
2. There will be a minimum guarantee of three (3) hours for all court appearances.
3. In all instances concerning court time, partial hours over and above full hours shall be construed as an additional full hour.
4. Only during such times when the Court has given the City notice of cancellation or continuance of a court hearing within 24 hours of the date of appearance, but the supervisor on duty fails to pass on the notice of cancellation to the employee(s) scheduled to appear in court, members of Unit A&B, who were originally scheduled to appear in court, shall be paid a minimum of one (1) hour of pay at the employee's regular hourly rate.

ARTICLE XXXVI WEEKEND DIFFERENTIAL

Unit "B" employees shall be entitled to receive, in addition to their regular hourly rate of pay, Four dollars (\$4.00) per hour for all hours worked on shifts, whether or not assigned as a regular or overtime shift, commencing on or after 12:01 A.M. on Saturday through and including 12:01 A.M. on Monday.

ARTICLE XXXVII AUTOMOBILE ALLOWANCE

Employees shall be paid an automobile allowance for automobile usage on City business according to the following schedule:

Assistant Assessor	\$150.00 per month for six (6) mos. \$75.00 per month for (6) months
Deputy Director of Veterans' Services	\$150.00 per month
Deputy Veterans' Services Agent	\$150.00 per month
Supervising Veterans Services Agent	\$150.00 per month
Veterans Services Investigator	\$150.00 per month
Executive Secretary to Conservation Commission	\$150.00 per month

The parties agree that mileage will be paid at the I.R.S. rate.

Payment shall be made on the first of each month. All monthly payments for automobile usage shall be pro-rated to weekly use, except if automobile is subject to use on one (1) day of the week, it shall be deemed to have been subject to use for the full week.

ARTICLE XXXVIII OFFICE SPACE - PARK POLICE

The City agrees to undertake reasonable efforts to provide suitable and secure office space to the members of the Park Police force.

The Parties agree that any grievance filed with respect to this provision shall terminate at the Step 3 level, so that the decision of the Mayor or his designee shall be final and shall not be further arbitrable.

ARTICLE XXXIX NIGHT DIFFERENTIAL PAY

It is agreed that those members of the bargaining unit regularly scheduled to work the early evening shift will receive a 11.3% differential above their regular weekly wage, between the months of April 1 and November 30.

It is agreed that those members of the bargaining unit regularly scheduled to work the late evening shift will receive a 13.3% differential above their regular weekly wage, between the months of April 1 and November 30.

It is agreed that those members of the bargaining unit regularly scheduled to work the early evening shift will receive a 21.3% differential above their regular weekly wage, between the months of December 1 and March 30.

It is agreed that those members of the bargaining unit regularly scheduled to work the late evening shift will receive a 21.3% differential above their regular weekly wage, between the months of December 1 and March 30.

It is agreed that any Park Police officer called back to work on either the early evening or the late evening shift shall receive a minimum of four (4) hours' pay at time and one-half plus (10%) per cent differential.

Any member of the bargaining unit held over from the day shift, not as a fill-in, shall not be entitled to the ten (10%) per cent differential.

If the Supervisor of Animal Control works an 11:00 a.m. to 7:00 p.m. shift then the last four (4) hours of that shift shall be subject to the early evening differential.

ARTICLE XL INDEMNIFICATION

The City of Brockton shall indemnify and hold harmless any member of the bargaining unit covered by said statute in accordance with the provisions of General Laws (Ter. Ed.) Chapter 41, Section 100, as amended, entitled "Indemnification of Police Officers,

Firemen and Certain Persons Assisting Police Officers", Section 111F, as amended, entitled "Leave without Loss of Pay for Certain Incapacitated Police Officers and Firefighters...", and Section 100B, as amended, entitled "Indemnification of Retired Police Officers and Fire Fighters for Certain Hospital, etc. Expenses." The parties agree that the substantive provisions of former Sections 100A and 100D of General Laws Chapter 41, as incorporated in General Laws Chapter 258, are hereby incorporated into this Agreement, and the parties further agree that any additional substantive provisions contained therein shall be subject to reopening and negotiation.

The Employer expressly reserves those discretionary functions vested to it pursuant to the terms of General Laws Chapter 41, Sections 100, 100B and 111F, as amended, as well as those discretionary functions vested to it pursuant to former Sections 100A and 100D of General Laws Chapter 41, as incorporated in General Laws Chapter 258, to the extent that such sections by law vest discretionary powers and functions in the appointing authority or the Employer.

ARTICLE XLI 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:

1. All performance evaluations shall be in writing on forms prepared by the City's Human Resources Director. The performance criteria shall be reasonably related to the employee's job duties and shall be submitted to the Union for its review only prior to its implementation.
2. Evaluation 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.
3. 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 4-6 below)
4. 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.
5. 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.
6. At the end of the evaluation period, the supervisor shall meet with the employee to review the results of the evaluation.

7. The form shall be submitted to the higher level supervisor for final determination of ratings. 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. The employee shall sign the evaluation to indicate whether he/she agrees or disagrees with it.
8. The evaluation shall be included in the employee's official personnel file.
9. An employee may grieve the evaluation as it relates to the criteria established under Paragraph 1 above or the final rating of the employee in accordance with Article III of this agreement. The evaluation shall not be placed in the employee's personnel file pending a final decision on the grievance.
10. An employee who has filed a grievance must elect, following 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, section 6C. If the employee elects to appeal under Chapter 31, his or her appeal shall 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 exclusive forum for review.

ARTICLE XLII LABORERS INDUSTRIAL PENSION PLAN

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 C):

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 D (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 D):

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 D attached hereto and incorporated herein.
2. The Employer shall assume the cost of eight (8%) of the increased cost in accordance with Appendix D attached hereto and incorporated herein.

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

No past service credit is given for employment with an Employer whose agreement to contribute to the Pension Fund for the group or unit in which the Participant was employed ends and is not renewed, except to the extent that the Pension Plan's actuary determines that the Employer's contributions are sufficient to fund the Future Service Credit and Past Service Credit attributable to the Employer's employees. For example: if

the Employer's contributions were sufficient to fund the Future Service Credit and only 50% of the Past Service Credit of the Employer's employees, only 50% Past Service Credit would be given.

ARTICLE XLIII MISCELLANEOUS

Residency: All 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 MA Laborers District Council, Local 1162.

Civilian Complaints: No disciplinary action of any kind shall be taken on any complaint from a private citizen against an employee in the bargaining unit unless the complaint is submitted in writing, is signed by the complainant, and set forth the place, day, time and circumstances of the matter which is the basis of the complaint.

Educational Incentive: The employer shall pay a non cumulative base pay differential to all employees in Unit A, on their regular pay period, with the following: 6% - 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.

7% - for a Associates Degree.

8% - for a Bachelor's Degree.

9% - for a Masters Degree.

The employer shall pay a non cumulative base pay differential to all employees in Unit B, on their regular pay period, with the following:

5% - 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.

6% - for a Associates Degree.

7% - for a Bachelor's Degree.

8% - for a Masters Degree.

Compensatory Time: Compensatory Time provides employees with paid time off rather than the traditional paid overtime policy. Compensatory Time allows employees to use "Comp Time" whenever and however they wish, with Department Head approval. The accrual rate of compensatory time shall be the same as that used for the accrual of overtime payments with the difference to be that the hourly rate payment for overtime would be converted to compensatory time due the employee. The option to apply "Comp Time" in place of overtime payment is solely the employee's. There will be a maximum accrual of fifty six (56) hours for "Unit A" employees. The first fifty two (52) hours of Compensatory Time will normally be used within the fiscal year accrued, unless otherwise approved by the employee's Department Head, but the remaining four (4) hours may be carried into the following fiscal year for "Unit A" employees.

There will be a maximum accrual of one hundred twelve (112) hours for "Unit B" employees. The first one hundred four (104) hours of Compensatory Time will normally be used within the fiscal year accrued, unless otherwise approved by the employee's Department Head, but the remaining eight (8) hours may be carried into the following fiscal year for "Unit B" employees.

The City agrees that ETDs who are required to work through their meal period shall be granted the option of either comp time or overtime.

Employees may volunteer for the following compensatory time opportunity. The following City Hall Offices remain open until 7:00pm 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 Worker's Compensation), Assessors, Clerk's (if permitted by the Department Head), Elections (if permitted by the 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 (4:30pm-7pm), 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 11:45am on Friday of that same week (this included 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 credited to, and unused by, an employee shall be paid to said employee upon retirement, resignation or layoff.

Bilingual Stipend: The City agrees to pay a bilingual stipend of \$200 to bilingual ETDs who are fluent in a second language. The bilingual stipend shall be increased to Three Hundred (\$300.00) for all employees whose positions require that they interact with the general public and who are conversationally fluent, as demonstrated by a proficiency exam or certificate, in the following languages: Cape Verdean Creole, Portuguese, Haitian Creole, Spanish, or Chinese.

Employees who are currently providing interpreting services for the city and were hired prior to the execution of this agreement shall receive the increase but be exempt from being required to take a proficiency exam or hold a certificate.

Ethics Policy: The Union agrees to the attached revised ethics policy at **APPENDIX E**.

Supplemental Quarterly Payment (Unit A):

Effective July 1, 2018, for “Unit A” employees, the Supplemental Quarterly Payment totals Two Thousand (\$2,000.00) dollars per year.

The Supplemental Quarterly Payment shall be paid quarterly (not bi-annually) and said incentive shall not be pro-rated upon separation from employment but rather accrues in its entirety to the employee as of July 1. The payments shall be made as follows: \$500.00 in each of the first paychecks issued to employees in Unit A in July, October, January and April.

The Supplemental Quarterly Payment shall not be included as part of base wages, shall not be included as part of any differential payment calculation, and shall not be included as part of any overtime payment calculation.

ARTICLE XLIV 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 on 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 at the sole discretion of the Department Head.

The Workers' Compensation Agent or Human Resources Director, as appropriate, shall send the employee a letter enclosing the 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 or Human Resources Director's sole discretion, the Workers' Compensation Agent or Human Resources Director's, 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 XLV MAINTENANCE OF BENEFITS

All job benefits, privileges and practices heretofore recognized by both parties and enjoyed by employees shall remain in full force and effect for the duration of this agreement.

ARTICLE XLVI 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 B**. 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 XLVII SHIFT SWAPS

Each member of the bargaining unit will be granted special leave with pay for a day on which he/she is able to secure another ETD to work in his/her place, said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. Said special leave to be granted at the discretion of the Chief of Police, or his/her designee, and will not be unreasonably withheld. This leave may be allowed provided:

- A. Such substitution does not impose any additional cost on the City with regard to salaries of payment of wages, including but not limited to overtime.
- B. The Officer in charge of the shift in which the substitution shall take place be notified two (2) days prior to its becoming effective, except in the case of emergency notification may be made on a shorter term.
- C. The Employer shall not be responsible for enforcing any swap agreements among the members of the bargaining unit.
- D. The shift swap shall not be used in a manner as to alter a permanently assigned shift or days off.
- E. The Chief of Police shall deny future swap privileges to those employees who fail to show up for work after having committed themselves to the swap.

ARTICLE XLVIII 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 XLIX RECORDED CALLS

All calls to city phone lines listed in **APPENDIX F** 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, customer, suppliers or residents. Employees who violate this Policy are subject to disciplinary action, up to and including termination of employment.

ARTICLE L SAFE DRIVING

The following policy applies to all employees using City-owned vehicles or using computers, on line 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 and 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 LI PARKING

Loading Parking Spaces: The City shall provide four (4) dedicated parking spaces at the High School for loading. The City shall provide one (1) dedicated parking space at City Hall Plaza for loading. ITC staff may utilize said spaces.

Parking Fees: 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 1 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.

Absence Notification: 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.

The City shall provide free parking to members of the bargaining unit. Said parking shall be within reasonable walking distance from the employees workplace.

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

shall permanently lose his/her parking permit.

ARTICLE LII GPS

All city-owned vehicles shall be equipped with Global Positioning System devices.


ARTICLE XLIII 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 there-after, unless ninety (90) days prior to the termination date a written notice to change, modify or terminate this Agreement is given by either party, or in any subsequent year thereafter.

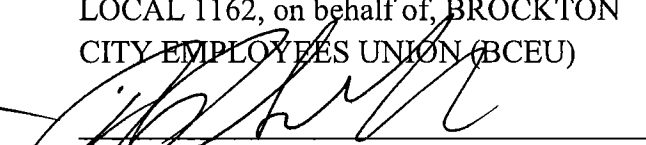
** In the event that the city enters into an agreement with any other city union or collective bargaining unit that allows for a base wage increase that is greater than 5.75% for the period between July 1, 2016 through June 30, 2019, the City and the Union agree to re-open base wages only.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands this 11th day of January, 2021.

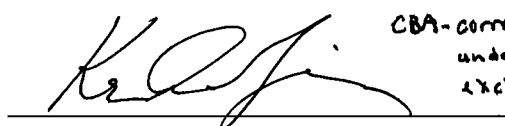
FOR THE CITY OF BROCKTON:


ROBERT F. SULLIVAN
Mayor

FOR THE MASSACHUSETTS
LABORERS'S DISTRICT COUNCIL,
LOCAL 1162, on behalf of, BROCKTON
CITY EMPLOYEES UNION (BCEU)


PATRICK SULLIVAN
Business Manager

APPROVED AS TO FORM:


Assistant City Solicitor

CBA-corrected to incorporate Quarterly Supplemental Payments under Articles XXII and XLIII which were inadvertently excluded from prior integration dated March 2019.



APPENDIX A

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 B

WAGE SCALES

**BROCKTON CITY EMPLOYEES UNION
GROUP CODE 1011**

JULY 1, 2016

2.0%

CLUB MANAGER, D.W. FIELD COURSE PRO-MGR.

		01	02	03	04
Salary	Gr 1	25,179	26,368	26,877	27,394
BI-Weekly		968.42	1,014.15	1,033.73	1,053.62
Hourly		13.8346	14.4879	14.7676	15.0517
O.T.		20.7519	21.7319	22.1514	22.5776

KENNEL WORKER

		01	02	03	04
Salary	Gr 3	31,538	32,725	33,358	34,000
Weekly		606.50	629.33	641.50	653.85
Hourly		17.3286	17.9809	18.3286	18.6814
O.T.		25.9929	26.9714	27.4929	28.0221

ANIMAL CONTROL OFFICER (1153), KEEPER OF KENNEL RECORDS

		01	02	03	04	05	06	07
Salary	Gr 5	42,422	42,935	43,456	44,626	48,824	49,782	50,758
Weekly		815.81	825.67	835.69	858.19	938.92	957.35	976.12
Hourly		23.3089	23.5008	23.8769	24.5197	26.8263	27.3529	27.8891
O.T.		34.9634	35.3859	35.8154	36.7796	40.2395	41.0294	41.8337

EMERGENCY TELECOMMUNICATIONS DISPATCHER (1152)

		01	02	03	04	05	06	07
Salary	Gr 7	39,179	40,154	41,138	43,785	45,402	46,287	47,192
Weekly		753.44	772.19	791.12	842.02	873.12	890.13	907.54
Hourly		20.0917	20.5917	21.0965	22.4539	23.2832	23.7368	24.2011
O.T.		30.1376	30.8876	31.6448	33.6809	34.9248	35.6052	36.3017

ASSISTANT ASSESSOR (1155)

		01	02	03	04	05	06	07
Salary	Gr 8	37,130	37,534	37,928	38,838	40,028	40,809	41,605
BI-Weekly		1,428.08	1,443.62	1,458.77	1,493.77	1,539.54	1,569.58	1,600.19
Hourly		20.4011	20.6231	20.8396	21.3396	21.9934	22.4226	22.8599
O.T.		30.6017	30.9347	31.2594	32.0094	32.9901	33.6339	34.2899

SENIOR BOOKKEEPER (1082), DEPUTY SEALER OF WEIGHTS AND MEASURES (1186)

		01	02	03	04	05	06	07
Salary	Gr 10A	39,045	43,145	47,920	54,214	55,407	56,497	57,608
BI-Weekly		1,501.73	1,659.42	1,843.08	2,085.15	2,131.04	2,172.96	2,215.69
Hourly		21.4533	23.7060	26.3297	29.7879	30.4434	31.0423	31.6527
O.T.		32.1800	35.5590	39.4946	44.6819	45.6651	46.5635	47.4791

ASSISTANT ASSESSOR/APPRAIOR

		01	02	03	04	05	06	07
Salary	Gr 10	45,245	47,268	49,853	51,793	53,810	54,868	55,944
BI-Weekly		1,740.19	1,818.00	1,917.42	1,992.04	2,069.62	2,110.31	2,151.69
Hourly		24.8599	25.9714	27.3917	28.4577	29.5660	30.1473	30.7384
O.T.		37.2899	38.9571	41.0876	42.6866	44.3490	45.2210	46.1076

VETERANS SERVICES INVESTIGATOR

		01	02	03	04	05	06	07
Salary	Gr 13	38,203	39,406	40,196	41,907	45,024	45,904	46,802
BI-Weekly		1,469.35	1,515.62	1,546.00	1,611.81	1,731.69	1,765.54	1,800.08
Hourly		20.9907	21.6517	22.0857	23.0259	24.7384	25.2220	25.7154
O.T.		31.4861	32.4776	33.1286	34.5389	37.1076	37.8330	38.5731

VETERANS SERVICES INVESTIGATOR (1189)

		01	02	03	04	05	06	07
Hourly	14 A	20.99	21.65	22.09	23.03	24.75	25.21	25.72

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CLERK STEWARD, SUPT. OF WAR MEMORIAL

	01	02	03	04
Salary Gr 15	42,065	43,252	44,098	44,958
Bi-Weekly	1,617.88	1,663.54	1,696.08	1,729.15
Hourly	23.1126	23.7649	24.2297	24.7021
O.T.	34.6689	35.6474	36.3446	37.0532

SUPT. VET SERVICES INVESTIGATOR

	01	02	03	04	05	06	07
Salary Gr 17	41,987	43,022	44,105	45,753	48,867	49,823	50,800
Bi-Weekly	1,614.88	1,654.69	1,696.35	1,759.73	1,879.50	1,916.27	1,953.85
Hourly	23.0697	23.6384	24.2336	25.1390	26.8500	27.3753	27.9121
O.T.	34.6046	35.4576	36.3504	37.7085	40.2750	41.0630	41.8682

SUPERVISOR OF ANIMAL CONTROL (1154)

	01	02	03	04	05	06	07
Salary Gr 19	51,798	53,082	54,433	56,493	58,886	60,043	61,226
Weekly	996.12	1,020.81	1,046.79	1,086.40	1,132.42	1,154.67	1,177.42
Hourly	28.4606	29.1660	29.8083	31.0400	32.3549	32.9906	33.6408
O.T.	42.6909	43.7490	44.8625	46.5600	48.5324	49.4859	50.4609

SUPERVISOR OF RECREATION

	01	02	03
Salary Gr 21	52,454	53,482	54,532
Bi-Weekly	2,017.46	2,057.00	2,097.38
Hourly	28.8209	29.3857	29.9626
O.T.	43.2314	44.0786	44.9439

PAYT/RECYCLING COORDINATOR

	01	02	03
Salary Gr 12	57,619	58,751	59,901
Weekly	1,108.06	1,129.83	1,151.94
Hourly	31.6589	32.2809	32.9126
O.T.	47.4884	48.4214	49.3689

TECHNICAL SUPPORT SPECIALIST (1179)

	01	02	03	04	05	06
Salary Gr 45	51,302	54,553	58,016	61,695	62,907	64,147
Bi-Weekly	1,973.15	2,098.19	2,231.38	2,372.88	2,419.50	2,467.19
Hourly	28.1879	29.9741	31.8769	33.8983	34.5643	35.2456
O.T.	42.2819	44.9612	47.8154	50.8475	51.8465	52.8684

DEP. DIR. VETS. SERVICE, DEP. VETS. SERV. AGENT,

	01	02	03	04	05	06
Salary Gr 14	47,362	50,575	55,964	61,283	62,487	63,717
Bi-Weekly	1,821.62	1,945.19	2,152.46	2,357.04	2,403.35	2,450.65
Hourly	26.0231	27.7884	30.7494	33.6720	34.3336	35.0093
O.T.	39.0347	41.6826	46.1241	50.5080	51.5004	52.5140

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**ADMINISTRATIVE ASSISTANTS DPW, LICENSE & DATA PROC. (1162),
FINANCIAL ANALYST/TAX COLLECTORS (1186)**

	01	02	03	04	05	06
Salary Gr 26	50,501	53,935	59,690	65,369	66,656	67,969
Bi-Weekly	1,942.35	2,074.42	2,295.77	2,514.19	2,563.69	2,614.19
Hourly	27.7479	29.6346	32.7967	35.9170	36.6241	37.3456
O.T.	41.6219	44.4519	49.1951	53.8755	54.9362	56.0184

WORKER'S COMP AGENT (1069)

	01	02	03	04	05
Salary Gr 20	57,856	59,553	68,825	70,180	71,564
Bi-Weekly	2,225.23	2,290.50	2,647.12	2,699.23	2,752.46
Hourly	31.7890	32.7214	37.8160	38.5604	39.3209
O.T.	47.6835	49.0821	56.7240	57.8406	58.9814

ACCOUNTANT (1183), SENIOR ADMINISTRATIVE COORDINATOR

	01	02	03	04	05	06	07	08	09
Salary Gr 22	52,976	54,153	55,336	56,516	57,693	59,386	68,879	70,236	71,620
Bi-Weekly	2,037.54	2,082.81	2,128.31	2,173.69	2,218.96	2,284.08	2,649.19	2,701.38	2,754.62
Hourly	29.1077	29.7544	30.4044	31.0527	31.6994	32.6297	37.8456	38.5911	39.3517
O.T.	43.6616	44.6316	45.6066	46.5791	47.5491	48.9446	56.7684	57.8867	59.0276

PARA-LEGAL (1070)

	01	02	03	04	05	06	07	08	09
Salary Gr 22A	52,976	54,153	55,336	56,516	57,693	59,386	68,879	70,236	79,722
Bi-Weekly	2,037.54	2,082.81	2,128.31	2,173.69	2,218.96	2,284.08	2,649.19	2,701.38	3,066.23
Hourly	29.1077	29.7544	30.4044	31.0527	31.6994	32.6297	37.8456	38.5911	43.8033
O.T.	43.6616	44.6316	45.6066	46.5791	47.5491	48.9446	56.7684	57.8867	65.7050

ACCOUNTANT/ANALYST (1187)

	01	02	03	04	05	06
Salary Gr 16	52,874	59,282	63,049	65,425	66,711	68,026
Bi-Weekly	2,033.62	2,280.08	2,424.96	2,516.35	2,565.81	2,616.38
Hourly	29.0517	32.5726	34.6423	35.9479	36.6544	37.3769
O.T.	43.5776	48.8589	51.9635	53.9219	54.9816	56.0654

SEALER OF WEIGHTS & MEASURES (1172)

	01	02	03	04	05	06
Salary Gr 27	52,841	57,375	63,169	68,887	70,245	71,627
Bi-Weekly	2,032.35	2,206.73	2,429.58	2,649.50	2,701.73	2,754.88
Hourly	29.0336	31.5247	34.7083	37.8500	38.5961	39.3554
O.T.	43.5504	47.2871	52.0625	56.7750	57.8942	59.0331

DIRECTOR OF ANIMAL CONTROL (1192)

	01	02	03	04	05	06
Salary Gr 28A	52,841	57,375	63,169	68,887	70,245	71,627
Bi-Weekly	1,016.17	1,103.37	1,214.79	1,324.75	1,350.87	1,377.44
Hourly	29.0334	31.5249	34.7083	37.8500	38.5963	39.3554
O.T.	43.5501	47.2874	52.0625	56.7750	57.8945	59.0331

HEAD COMPUTER OPERATOR (1177), ASSISTANT NETWORK ADMINISTRATOR

	01	02	03	04	05	06
Salary Gr 46	57,584	61,373	65,169	68,961	70,320	71,708
Bi-Weekly	2,214.77	2,360.50	2,506.50	2,652.35	2,704.62	2,758.00
Hourly	31.6396	33.7214	35.8071	37.8907	38.6374	39.4000
O.T.	47.4594	50.5821	53.7107	56.8361	57.9561	59.1000

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EXECUTIVE DIRECTOR - BD OF REGISTRARS

		01	02	03	04	05	06
Salary	Gr 29	56,104	62,740	69,376	76,345	77,855	79,390
Weekly		1,078.92	1,206.54	1,334.15	1,468.17	1,497.21	1,526.73
Hourly		30.8263	34.4726	38.1186	41.9477	42.7774	43.6209
O.T.		46.2395	51.7089	57.1779	62.9216	64.1661	65.4314

**NETWORK/SYSTEMS ADMINISTRATOR (1178), HEAD SYSTEMS ANALYST (1180),
REVALUATION TECHNICIAN & COMPLIANCE (1184),
QUALITY & TECHNICAL CONTROL ADMINISTRATOR - Auditors (1257)
CRIME ANALYST**

		01	02	03	04	05	06
Salary	Gr 43	75,717	78,783	82,734	84,921	86,599	88,312
Bi-Weekly		2,912.19	3,030.12	3,182.08	3,266.19	3,330.73	3,396.62
Hourly		41.6027	43.2874	45.4583	46.6599	47.5819	48.5231
O.T.		62.4041	64.9311	68.1875	69.9899	71.3729	72.7847

**ASST. DATA PROCESSING MANAGER (1174), WATER AND SEWER CONTRACT
ADMINISTRATOR (1188)**

		01	02	03	04	05	06
Salary	Gr 31	99,622	102,447	105,263	108,071	110,211	112,397
Bi-Weekly		3,831.62	3,940.27	4,048.58	4,156.58	4,238.88	4,322.96
Hourly		54.7374	56.2896	57.8369	59.3797	60.5554	61.7566
O.T.		82.1061	84.4344	86.7554	89.0696	90.8331	92.6349

RADIO TECHNICIAN

		01	02	03	04	05	06	07
Salary	Gr 35	43,082	49,211	53,064	53,927	59,349	60,515	61,706
Bi-Weekly		1,657.00	1,892.73	2,040.92	2,074.12	2,282.65	2,327.50	2,373.31
Hourly		23.6714	27.0390	29.1560	29.6303	32.6093	33.2500	33.9044
O.T.		35.5071	40.5585	43.7340	44.4455	48.9140	49.8750	50.8566

PARK POLICE PATROLMAN

		01	02	03	04	05	06
Salary	Gr 33	43,177	49,303	53,159	54,347	55,412	56,498
Weekly		830.33	948.13	1,022.29	1,045.13	1,065.62	1,086.50
Hourly		22.1421	25.2835	27.2611	27.8701	28.4165	28.9733
O.T.		33.2132	37.9253	40.8917	41.8052	42.6248	43.4600

SERGEANT PARK POLICE

			04	05	06	07
Salary	Gr 37		64,441	65,629	66,920	68,237
Weekly			1,239.25	1,262.10	1,286.92	1,312.25
Hourly			33.0467	33.6560	34.3179	34.9933
O.T.			49.5701	50.4840	51.4769	52.4900

**GRANT COORDINATOR/COMMUNITY LIAISON - POLICE DEPT. (1190)
GRANTS COORDINATOR**

			01	02	03
Salary	Gr 39		57,240	58,364	59,512
Weekly			1,100.77	1,122.38	1,144.46
Hourly			31.4506	32.0680	32.6989
O.T.			47.1759	48.1020	49.0484

SUPERINTENDENT OF GOLF/ASST. SUPERINTENDENT OF PARKS

		01	02	03	04	05	06
Salary	Gr 44	75,717	78,783	82,734	84,921	86,599	88,312
Weekly		1,456.10	1,515.06	1,591.04	1,633.10	1,665.37	1,698.31
Hourly		38.8293	40.4016	42.4277	43.5493	44.4099	45.2883
O.T.		58.2440	60.6024	63.6416	65.3240	66.6149	67.9325

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CLUB MANAGER, D.W. FIELD COURSE PRO-MGR.

	01	02	03	04
Salary Gr 1	25,683	26,895	27,415	27,942
Bi-Weekly	987.81	1,034.42	1,054.42	1,074.69
Hourly	14.1116	14.7774	15.0631	15.3527
O.T.	21.1674	22.1661	22.5947	23.0291

KENNEL WORKER

	01	02	03	04
Salary Gr 3	32,169	33,380	34,025	34,680
Weekly	618.63	641.92	654.33	666.92
Hourly	17.6751	18.3406	18.6951	19.0549
O.T.	26.5127	27.5109	28.0427	28.5824

ANIMAL CONTROL OFFICER (1153), KEEPER OF KENNEL RECORDS

	01	02	03	04	05	06	07
Salary Gr 5	43,270	43,794	44,325	45,519	49,800	50,778	51,773
Weekly	832.12	842.19	852.40	875.37	957.69	976.50	995.63
Hourly	23.7749	24.0626	24.3643	25.0108	27.3626	27.9000	28.4468
O.T.	35.6624	36.0939	36.5315	37.5159	41.0439	41.8500	42.6699

EMERGENCY TELECOMMUNICATIONS DISPATCHER (1152)

	01	02	03	04	05	06	07
Salary Gr 7	39,963	40,957	41,961	44,661	46,310	47,213	48,136
Weekly	768.52	787.63	806.94	858.87	890.58	907.94	925.69
Hourly	20.4939	21.0035	21.5184	22.9032	23.7488	24.2117	24.6851
O.T.	30.7409	31.5053	32.2776	34.3548	35.6232	36.3176	37.0277

ASSISTANT ASSESSOR (1155)

	01	02	03	04	05	06	07
Salary Gr 8	37,873	38,285	38,687	39,615	40,829	41,625	42,437
Bi-Weekly	1,456.65	1,472.50	1,487.96	1,523.65	1,570.35	1,600.96	1,632.19
Hourly	20.8093	21.0357	21.2566	21.7664	22.4336	22.8709	23.3170
O.T.	31.2140	31.5536	31.8849	32.6496	33.6504	34.3064	34.9755

SENIOR BOOKKEEPER (1082), DEPUTY SEALER OF WEIGHTS AND MEASURES (1186)

	01	02	03	04	05	06	07
Salary Gr 10A	39,826	44,008	48,878	55,298	56,515	57,627	58,760
Bi-Weekly	1,531.77	1,692.62	1,879.92	2,126.85	2,173.65	2,216.42	2,260.00
Hourly	21.8824	24.1803	26.8560	30.3836	31.0521	31.6631	32.2857
O.T.	32.8236	36.2705	40.2840	45.5754	46.5782	47.4947	48.4286

ASSISTANT ASSESSOR/APPRAIOR

	01	02	03	04	05	06	07
Salary Gr 10	46,150	48,213	50,850	52,829	54,886	55,965	57,063
Bi-Weekly	1,775.00	1,854.35	1,955.77	2,031.88	2,111.00	2,152.50	2,194.73
Hourly	25.3571	26.4907	27.9396	29.0269	30.1571	30.7500	31.3533
O.T.	38.0357	39.7361	41.9094	43.5404	45.2357	46.1250	47.0300

VETERANS SERVICES INVESTIGATOR

	01	02	03	04	05	06	07
Salary Gr 13	38,967	40,194	41,000	42,745	45,924	46,822	47,738
Bi-Weekly	1,498.73	1,545.92	1,576.92	1,644.04	1,766.31	1,800.85	1,836.08
Hourly	21.4104	22.0846	22.5274	23.4863	25.2330	25.7264	26.2297
O.T.	32.1156	33.1269	33.7911	35.2295	37.8495	38.5896	39.3446

VETERANS SERVICES INVESTIGATOR (1189)

	01	02	03	04	05	06	07
Hourly 14 A	21.41	22.08	22.53	23.49	25.25	25.71	26.23

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CLERK STEWARD, SUPT. OF WAR MEMORIAL

	01	02	03	04
Salary Gr 16	42,906	44,117	44,980	45,857
Bi-Weekly	1,650.23	1,696.81	1,730.00	1,763.73
Hourly	23.5747	24.2401	24.7143	25.1961
O.T.	35.3621	36.3602	37.0715	37.7942

SUPT. VET SERVICES INVESTIGATOR

	01	02	03	04	05	06	07
Salary Gr 17	42,827	43,882	44,987	46,668	49,844	50,819	51,816
Bi-Weekly	1,647.19	1,687.77	1,730.27	1,794.92	1,917.08	1,954.58	1,992.92
Hourly	23.5313	24.1110	24.7181	25.6417	27.3869	27.9226	28.4703
O.T.	35.2970	36.1665	37.0772	38.4626	41.0804	41.8839	42.7055

SUPERVISOR OF ANIMAL CONTROL (1154)

	01	02	03	04	05	06	07
Salary Gr 19	52,834	54,144	55,522	57,623	60,064	61,244	62,451
Weekly	1,016.04	1,041.23	1,067.73	1,108.13	1,155.08	1,177.77	1,200.98
Hourly	29.0287	29.7494	30.6088	31.6609	33.0023	33.6608	34.3137
O.T.	43.5446	44.6241	45.7599	47.4914	49.5035	50.4759	51.4706

SUPERVISOR OF RECREATION

	01	02	03
Salary Gr 21	53,503	54,552	55,623
Bi-Weekly	2,057.81	2,098.15	2,139.35
Hourly	29.3973	29.9736	30.5621
O.T.	44.0960	44.9604	45.8432

PAYT/RECYCLING COORDINATOR

	01	02	03
Salary Gr 12	58,771	59,926	61,099
Weekly	1,130.21	1,152.42	1,174.98
Hourly	32.2917	32.9263	33.5709
O.T.	48.4376	49.3895	50.3564

TECHNICAL SUPPORT SPECIALIST (1179)

	01	02	03	04	05	06
Salary Gr 46	52,328	55,644	59,176	62,929	64,165	65,430
Bi-Weekly	2,012.62	2,140.15	2,276.00	2,420.35	2,467.88	2,516.54
Hourly	28.7517	30.5736	32.5143	34.5764	35.2554	35.9506
O.T.	43.1276	45.8604	48.7715	51.8646	52.8831	53.9259

DEP. DIR. VETS. SERVICE, DEP. VETS. SERV. AGENT,

	01	02	03	04	05	06
Salary Gr 14	48,309	51,587	57,083	62,509	63,737	64,991
Bi-Weekly	1,858.04	1,984.12	2,195.50	2,404.19	2,451.42	2,499.65
Hourly	26.5434	28.3446	31.3643	34.3456	35.0203	35.7093
O.T.	39.8151	42.5169	47.0465	51.5184	52.5305	53.5640

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**ADMINISTRATIVE ASSISTANTS DPW, LICENSE & DATA PROC. (1162),
FINANCIAL ANALYST/TAX COLLECTORS (1185)**

		01	02	03	04	05	06
Salary	Gr 25	51,511	55,014	60,884	66,676	67,989	69,328
Bi-Weekly		1,981.19	2,115.92	2,341.69	2,564.46	2,614.96	2,666.46
Hourly		28.3027	30.2274	33.4527	36.6351	37.3566	38.0923
O.T.		42.4541	45.3411	50.1791	54.9527	56.0349	57.1385

WORKER'S COMP AGENT (1069)

		01	02	03	04	05
Salary	Gr 20	59,013	60,744	70,202	71,584	72,995
Bi-Weekly		2,269.73	2,336.31	2,700.08	2,753.23	2,807.50
Hourly		32.4247	33.3759	38.5726	39.3319	40.1071
O.T.		48.6371	50.0639	57.8589	58.9979	60.1607

ACCOUNTANT (1183), SENIOR ADMINISTRATIVE COORDINATOR

		01	02	03	04	05	06	07	08	09
Salary	Gr 22	54,036	55,236	56,443	57,646	58,847	60,574	70,257	71,641	73,052
Bi-Weekly		2,078.31	2,124.46	2,170.88	2,217.15	2,263.35	2,329.77	2,702.19	2,755.42	2,809.69
Hourly		29.6901	30.3494	31.0126	31.6736	32.3336	33.2824	38.6027	39.3631	40.1384
O.T.		44.5352	45.5241	46.5189	47.5104	48.5004	49.9236	57.9041	59.0447	60.2076

PARA-LEGAL (1070)

		01	02	03	04	05	06	07	08	09
Salary	Gr 22A	54,036	55,236	56,443	57,646	58,847	60,574	70,257	71,641	81,316
Bi-Weekly		2,078.31	2,124.46	2,170.88	2,217.15	2,263.35	2,329.77	2,702.19	2,755.42	3,127.54
Hourly		29.6901	30.3494	31.0126	31.6736	32.3336	33.2824	38.6027	39.3631	44.6791
O.T.		44.5352	45.5241	46.5189	47.5104	48.5004	49.9236	57.9041	59.0447	67.0187

ACCOUNTANT/ANALYST (1187)

		01	02	03	04	05	06
Salary	Gr 18	53,931	60,468	64,310	66,734	68,045	69,387
Bi-Weekly		2,074.27	2,325.69	2,473.46	2,566.69	2,617.12	2,668.73
Hourly		29.6324	33.2241	35.3351	36.6670	37.3874	38.1247
O.T.		44.4486	49.8362	53.0027	55.0005	56.0811	57.1871

SEALER OF WEIGHTS & MEASURES (1172)

		01	02	03	04	05	06
Salary	Gr 27	53,898	58,523	64,432	70,265	71,650	73,060
Bi-Weekly		2,073.00	2,250.88	2,478.15	2,702.50	2,755.77	2,810.00
Hourly		29.6143	32.1554	35.4021	38.6071	39.3681	40.1429
O.T.		44.4215	48.2331	53.1032	57.9107	59.0522	60.2144

DIRECTOR OF ANIMAL CONTROL (1192)

		01	02	03	04	05	06
Salary	Gr 28A	53,898	58,523	64,432	70,265	71,650	73,060
Bi-Weekly		1,036.50	1,125.44	1,239.08	1,351.25	1,377.88	1,405.00
Hourly		29.6143	32.1554	35.4023	38.6071	39.3680	40.1429
O.T.		44.4215	48.2331	53.1035	57.9107	59.0520	60.2144

HEAD COMPUTER OPERATOR (1177), ASSISTANT NETWORK ADMINISTRATOR

		01	02	03	04	05	06
Salary	Gr 48	58,736	62,600	66,472	70,340	71,726	73,142
Bi-Weekly		2,259.08	2,407.69	2,556.62	2,705.38	2,758.69	2,813.15
Hourly		32.2726	34.3956	36.5231	38.6483	39.4099	40.1879
O.T.		48.4089	51.5934	54.7847	57.9725	59.1149	60.2819

**BROCKTON CITY EMPLOYEES UNION
GROUP CODE 1011**

JULY 1, 2017

2.0%

EXECUTIVE DIRECTOR - BD OF REGISTRARS

		01	02	03	04	05	06
Salary	Gr 28	57,226	63,995	70,764	77,872	79,412	80,978
Weekly		1,100.50	1,230.67	1,360.85	1,497.54	1,527.15	1,557.27
Hourly		31.4429	35.1620	38.8814	42.7869	43.6329	44.4934
O.T.		47.1644	52.7430	58.3221	64.1804	65.4494	66.7401

**NETWORK/SYSTEMS ADMINISTRATOR (1178), HEAD SYSTEMS ANALYST (1180),
REVALUATION TECHNICIAN & COMPLIANCE (1184),
QUALITY & TECHNICAL CONTROL ADMINISTRATOR - Auditors (1257)
CRIME ANALYST**

		01	02	03	04	05	06
Salary	Gr 43	77,231	80,359	84,389	86,619	88,331	90,078
Bi-Weekly		2,970.42	3,090.73	3,245.73	3,331.50	3,397.35	3,464.54
Hourly		42.4346	44.1533	46.3676	47.5929	48.5336	49.4934
O.T.		63.6519	66.2300	69.5514	71.3894	72.8004	74.2401

**ASST. DATA PROCESSING MANAGER (1174), WATER AND SEWER CONTRACT
ADMINISTRATOR (1188)**

		01	02	03	04	05	06
Salary	Gr 31	101,614	104,496	107,368	110,232	112,415	114,645
Bi-Weekly		3,908.23	4,019.08	4,129.54	4,239.69	4,323.65	4,409.42
Hourly		55.8319	57.4154	58.9934	60.5670	61.7664	62.9917
O.T.		83.7479	86.1231	88.4901	90.8505	92.6496	94.4876

RADIO TECHNICIAN

		01	02	03	04	05	06	07
Salary	Gr 35	43,944	50,195	54,125	55,006	60,536	61,725	62,940
Bi-Weekly		1,690.15	1,930.58	2,081.73	2,115.62	2,328.31	2,374.04	2,420.77
Hourly		24.1450	27.5797	29.7390	30.2231	33.2616	33.9149	34.5824
O.T.		36.2175	41.3696	44.6085	45.3347	49.8924	50.8724	51.8736

PARK POLICE PATROLMAN

		01	02	03	04	05	06
Salary	Gr 33	44,041	50,289	54,222	55,434	56,520	57,628
Weekly		846.94	967.10	1,042.73	1,066.04	1,086.92	1,108.23
Hourly		22.5851	25.7893	27.8061	28.4277	28.9845	29.5528
O.T.		33.8777	38.6840	41.7092	42.6416	43.4768	44.3292

SERGEANT PARK POLICE

			04	05	06	07
Salary	Gr 37		65,730	66,942	68,258	69,602
Weekly			1,264.04	1,287.35	1,312.65	1,338.50
Hourly			33.7077	34.3293	35.0040	35.6933
O.T.			50.5616	51.4940	52.5060	53.5400

GRANTS ADMINISTRATOR - MAYOR'S OFFICE (1190)

			01	02	03
Salary	Gr 39		58,385	59,531	60,702
Weekly			1,122.79	1,144.83	1,167.35
Hourly			32.0797	32.7094	33.3529
O.T.			48.1196	49.0641	50.0294

GRANT COORDINATOR/COMMUNITY LIAISON - POLICE DEPT. (1197)

			01	02	03
Salary	Gr 40		58,385	59,531	60,702
Weekly			2,245.58	2,289.65	2,334.69
Hourly			32.0797	32.7093	33.3527
O.T.			48.1196	49.0640	50.0291

SUPERINTENDENT OF GOLF/ASST. SUPERINTENDENT OF PARKS

		01	02	03	04	05	06
Salary	Gr 44	77,231	80,359	84,389	86,619	88,331	90,078
Weekly		1,485.21	1,545.37	1,622.87	1,665.75	1,698.67	1,732.27
Hourly		39.6056	41.2099	43.2765	44.4200	45.2979	46.1939
O.T.		59.4084	61.8149	64.9148	66.6300	67.9469	69.2909

**BROCKTON CITY EMPLOYEES UNION
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JULY 1, 2018

1.75%

CLUB MANAGER, D.W. FIELD COURSE PRO-MGR.

		01	02	03	04
Salary	Gr 1	26,132	27,366	27,895	28,431
BI-Weekly		1,005.08	1,052.54	1,072.88	1,093.50
Hourly		14.3583	15.0363	15.3269	15.6214
O.T.		21.5375	22.5545	22.9904	23.4321

KENNEL WORKER

		01	02	03	04
Salary	Gr 3	32,732	33,964	34,620	35,287
Weekly		629.46	653.15	665.77	678.60
Hourly		17.9846	18.6614	19.0220	19.3886
O.T.		26.9769	27.9921	28.5330	29.0829

ANIMAL CONTROL OFFICER (1153), KEEPER OF KENNEL RECORDS

		01	02	03	04	05	06	07
Salary	Gr 5	44,027	44,560	45,101	46,316	50,672	51,667	52,679
Weekly		846.67	856.92	867.33	890.69	974.46	993.60	1,013.06
Hourly		24.1906	24.4834	24.7809	25.4483	27.8417	28.3886	28.9446
O.T.		36.2859	36.7251	37.1714	38.1725	41.7626	42.5829	43.4169

EMERGENCY TELECOMMUNICATIONS DISPATCHER (1152)

		01	02	03	04	05	06	07
Salary	Gr 7	40,662	41,674	42,695	45,443	47,120	48,039	48,978
Weekly		781.96	801.42	821.06	873.90	906.15	923.83	941.88
Hourly		20.8523	21.3712	21.8949	23.3040	24.1640	24.6355	25.1168
O.T.		31.2785	32.0568	32.8424	34.9560	36.2460	36.9533	37.6752

ASSISTANT ASSESSOR (1155)

		01	02	03	04	05	06	07
Salary	Gr 8	38,536	38,955	39,364	40,308	41,544	42,353	43,180
BI-Weekly		1,482.15	1,498.27	1,514.00	1,550.31	1,597.85	1,628.96	1,660.77
Hourly		21.1736	21.4039	21.6286	22.1473	22.8264	23.2709	23.7253
O.T.		31.7604	32.1059	32.4429	33.2210	34.2396	34.9064	35.5880

SENIOR BOOKKEEPER (1082), DEPUTY SEALER OF WEIGHTS AND MEASURES (1186)

		01	02	03	04	05	06	07
Salary	Gr 10A	40,523	44,778	49,733	56,266	57,504	58,635	59,788
BI-Weekly		1,558.58	1,722.23	1,912.81	2,164.08	2,211.69	2,255.19	2,299.54
Hourly		22.2654	24.6033	27.3259	30.9154	31.5956	32.2170	32.8506
O.T.		33.3981	36.9050	40.9889	46.3731	47.3934	48.3255	49.2759

ASSISTANT ASSESSOR/APPRAISOR

		01	02	03	04	05	06	07
Salary	Gr 10	46,958	49,057	51,740	53,754	55,847	56,944	58,062
BI-Weekly		1,806.08	1,886.81	1,990.00	2,067.46	2,147.96	2,190.15	2,233.15
Hourly		25.8011	26.9544	28.4286	29.5351	30.6851	31.2879	31.9021
O.T.		38.7017	40.4316	42.6429	44.3027	46.0277	46.9319	47.8532

VETERANS SERVICES INVESTIGATOR

		01	02	03	04	05	06	07
Salary	Gr 13	39,649	40,897	41,718	43,493	46,728	47,641	48,573
BI-Weekly		1,524.96	1,572.96	1,604.54	1,672.81	1,797.23	1,832.35	1,868.19
Hourly		21.7851	22.4709	22.9220	23.8973	25.6747	26.1764	26.6884
O.T.		32.6777	33.7064	34.3830	35.8460	38.5121	39.2646	40.0326

VETERANS SERVICES INVESTIGATOR (1189)

		01	02	03	04	05	06	07
Hourly	14 A	21.78	22.47	22.92	23.90	25.69	26.16	26.69

**BROCKTON CITY EMPLOYEES UNION
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JULY 1, 2018

1.75%

CLERK STEWARD, SUPT. OF WAR MEMORIAL

	01	02	03	04
Salary Gr 15	43,657	44,889	45,767	46,659
Bi-Weekly	1,679.12	1,726.50	1,760.27	1,794.58
Hourly	23.9874	24.6643	25.1467	25.6369
O.T.	35.9811	36.9965	37.7201	38.4554

SUPT. VET SERVICES INVESTIGATOR

	01	02	03	04	05	06	07
Salary Gr 17	43,576	44,650	45,774	47,485	50,716	51,708	52,723
Bi-Weekly	1,676.00	1,717.31	1,760.54	1,826.35	1,950.62	1,988.77	2,027.81
Hourly	23.9429	24.5330	25.1506	26.0907	27.8660	28.4110	28.9687
O.T.	35.9144	36.7995	37.7259	39.1361	41.7990	42.6165	43.4531

SUPERVISOR OF ANIMAL CONTROL (1154)

	01	02	03	04	05	06	07
Salary Gr 19	53,759	55,092	56,494	58,631	61,115	62,316	63,544
Weekly	1,033.83	1,059.46	1,086.42	1,127.52	1,175.29	1,198.38	1,222.00
Hourly	29.5380	30.2703	31.0406	32.2149	33.6797	34.2394	34.9143
O.T.	44.3070	45.4055	46.5609	48.3224	50.3696	51.3591	52.3715

SUPERVISOR OF RECREATION

	01	02	03
Salary Gr 21	54,439	55,507	56,596
Bi-Weekly	2,093.81	2,134.88	2,176.77
Hourly	29.9116	30.4983	31.0967
O.T.	44.8674	45.7475	46.6451

PAYT/RECYCLING COORDINATOR

	01	02	03
Salary Gr 12	59,799	60,975	62,168
Weekly	1,149.98	1,172.60	1,195.54
Hourly	32.8566	33.5029	34.1583
O.T.	49.2849	50.2544	51.2375

TECHNICAL SUPPORT SPECIALIST (1179)

	01	02	03	04	05	06
Salary Gr 45	53,244	56,618	60,212	64,030	65,288	66,575
Bi-Weekly	2,047.85	2,177.62	2,315.85	2,462.69	2,511.08	2,560.58
Hourly	29.2550	31.1089	33.0836	35.1813	35.8726	36.5797
O.T.	43.8825	46.6634	49.6254	52.7720	53.8089	54.8696

DEP. DIR. VETS. SERVICE, DEP. VETS. SERV. AGENT,

	01	02	03	04	05	06
Salary Gr 14	49,154	52,490	58,082	63,603	64,852	66,128
Bi-Weekly	1,890.54	2,018.85	2,233.92	2,446.27	2,494.31	2,543.38
Hourly	27.0077	28.8407	31.9131	34.9467	35.6330	36.3340
O.T.	40.5116	43.2611	47.8697	52.4201	53.4495	54.5010

**BROCKTON CITY EMPLOYEES UNION
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JULY 1, 2018

1.75%

**ADMINISTRATIVE ASSISTANTS DPW, LICENSE & DATA PROC. (1162),
FINANCIAL ANALYST/TAX COLLECTORS (1185)**

		01	02	03	04	05	06
Salary	Gr 25	52,412	55,977	61,949	67,843	69,179	70,541
Bi-Weekly		2,015.85	2,152.96	2,382.65	2,609.35	2,660.73	2,713.12
Hourly		28.7979	30.7566	34.0379	37.2764	38.0104	38.7589
O.T.		43.1969	46.1349	51.0569	55.9146	57.0156	58.1384

WORKER'S COMP AGENT (1069)

		01	02	03	04	05
Salary	Gr 20	60,046	61,807	71,431	72,837	74,272
Bi-Weekly		2,309.46	2,377.19	2,747.35	2,801.42	2,856.62
Hourly		32.9923	33.9599	39.2479	40.0203	40.8089
O.T.		49.4885	50.9399	58.8719	60.0305	61.2134

ACCOUNTANT (1183), SENIOR ADMINISTRATIVE COORDINATOR

		01	02	03	04	05	06	07	08	09
Salary	Gr 22	54,982	56,203	57,431	58,655	59,877	61,634	71,486	72,895	74,330
Bi-Weekly		2,114.69	2,161.65	2,208.88	2,255.96	2,302.96	2,370.54	2,749.46	2,803.65	2,858.85
Hourly		30.2099	30.8807	31.5554	32.2280	32.8994	33.8649	39.2780	40.0521	40.8407
O.T.		45.3149	46.3211	47.3331	48.3420	49.3491	50.7974	58.9170	60.0782	61.2611

PARA-LEGAL (1070)

		01	02	03	04	05	06	07	08	09
Salary	Gr 22A	54,982	56,203	57,431	58,655	59,877	61,634	71,486	72,895	82,739
Bi-Weekly		2,114.69	2,161.65	2,208.88	2,255.96	2,302.96	2,370.54	2,749.46	2,803.65	3,182.27
Hourly		30.2099	30.8807	31.5554	32.2280	32.8994	33.8649	39.2780	40.0521	45.4610
O.T.		45.3149	46.3211	47.3331	48.3420	49.3491	50.7974	58.9170	60.0782	68.1915

ACCOUNTANT/ANALYST (1187)

		01	02	03	04	05	06
Salary	Gr 16	54,875	61,526	65,435	67,902	69,236	70,601
Bi-Weekly		2,110.58	2,366.38	2,516.73	2,611.62	2,662.92	2,715.42
Hourly		30.1511	33.8054	35.9533	37.3089	38.0417	38.7917
O.T.		45.2267	50.7081	53.9300	55.9634	57.0626	58.1876

SEALER OF WEIGHTS & MEASURES (1172)

		01	02	03	04	05	06
Salary	Gr 27	54,841	59,547	65,560	71,495	72,904	74,339
Bi-Weekly		2,109.27	2,290.27	2,521.54	2,749.81	2,804.00	2,859.19
Hourly		30.1324	32.7181	36.0220	39.2830	40.0571	40.8456
O.T.		45.1986	49.0772	54.0330	58.9245	60.0857	61.2684

DIRECTOR OF ANIMAL CONTROL (1192)

		01	02	03	04	05	06
Salary	Gr 28A	54,841	59,547	65,560	71,495	72,904	74,339
Bi-Weekly		1,054.63	1,145.13	1,260.77	1,374.90	1,402.00	1,429.60
Hourly		30.1323	32.7180	36.0220	39.2829	40.0571	40.8457
O.T.		45.1985	49.0770	54.0330	58.9244	60.0857	61.2686

HEAD COMPUTER OPERATOR (1177), ASSISTANT NETWORK ADMINISTRATOR

		01	02	03	04	05	06
Salary	Gr 46	59,764	63,696	67,635	71,571	72,981	74,422
Bi-Weekly		2,298.62	2,449.85	2,601.35	2,752.73	2,806.96	2,862.38
Hourly		32.8374	34.9979	37.1621	39.3247	40.0994	40.8911
O.T.		49.2561	52.4969	55.7432	58.9871	60.1491	61.3367

BROCKTON CITY EMPLOYEES UNION JULY 1, 2018 1.75%
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EXECUTIVE DIRECTOR - BD OF REGISTRARS

	01	02	03	04	05	06
Gr 29	58,227	65,115	72,002	79,235	80,802	82,395
Weekly	1,119.75	1,252.21	1,384.65	1,523.75	1,553.88	1,584.52
Hourly	31.9929	35.7774	39.5614	43.5357	44.3966	45.2720
O.T.	47.9894	53.6661	59.3421	65.3036	66.5949	67.9080

NETWORK/SYSTEMS ADMINISTRATOR (1178), HEAD SYSTEMS ANALYST (1180),
REVALUATION TECHNICIAN & COMPLIANCE (1184),
QUALITY & TECHNICAL CONTROL ADMINISTRATOR - Auditors (1257)
CRIME ANALYST

	01	02	03	04	05	06
Salary Gr 43	78,583	81,765	85,866	88,135	89,877	91,654
Bi-Weekly	3,022.42	3,144.81	3,302.54	3,389.81	3,456.81	3,525.15
Hourly	43.1774	44.9259	47.1791	48.4259	49.3830	50.3593
O.T.	64.7661	67.3889	70.7687	72.6389	74.0745	75.5390

ASST. DATA PROCESSING MANAGER (1174), WATER AND SEWER CONTRACT
ADMINISTRATOR (1188)

	01	02	03	04	05	06
Salary Gr 31	103,392	106,325	109,247	112,161	114,382	116,651
Bi-Weekly	3,976.62	4,089.42	4,201.81	4,313.88	4,399.31	4,486.58
Hourly	56.8089	58.4203	60.0259	61.6269	62.8473	64.0940
O.T.	85.2134	87.6305	90.0389	92.4404	94.2710	96.1410

RADIO TECHNICIAN

	01	02	03	04	05	06	07
Salary Gr 35	44,713	51,073	55,072	55,969	61,595	62,805	64,041
Bi-Weekly	1,719.73	1,964.35	2,118.15	2,152.65	2,369.04	2,415.58	2,463.12
Hourly	24.5676	28.0621	30.2593	30.7521	33.8434	34.5083	35.1874
O.T.	36.8514	42.0932	45.3890	46.1282	50.7651	51.7625	52.7811

PARK POLICE PATROLMAN

	01	02	03	04	05	06
Salary Gr 33	44,812	51,169	55,171	56,404	57,509	58,636
Weekly	861.77	984.02	1,060.98	1,084.69	1,105.94	1,127.62
Hourly	22.9805	26.2405	28.2928	28.9251	29.4917	30.0699
O.T.	34.4708	39.3608	42.4392	43.3877	44.2376	45.1049

SERGEANT PARK POLICE

		04	05	06	07
Salary Gr 37		66,880	68,113	69,453	70,820
Weekly		1,286.15	1,309.87	1,335.63	1,361.92
Hourly		34.2973	34.9299	35.6168	36.3179
O.T.		51.4460	52.3949	53.4252	54.4769

GRANTS ADMINISTRATOR - MAYOR'S OFFICE (1190)

	01	02	03
Salary Gr 39	59,407	60,573	61,764
Weekly	1,142.44	1,164.87	1,187.77
Hourly	32.6411	33.2820	33.9363
O.T.	48.9617	49.9230	50.9045

GRANT COORDINATOR/COMMUNITY LIAISON - POLICE DEPT. (1197)

	01	02	03
Salary Gr 40	59,407	60,573	61,764
biweekly	2,284.88	2,329.73	2,375.54
Hourly	32.6411	33.2819	33.9363
O.T.	48.9617	49.9229	50.9045

SUPERINTENDENT OF GOLF/ASST. SUPERINTENDENT OF PARKS

	01	02	03	04	05	06
Salary Gr 44	78,583	81,765	85,866	88,135	89,877	91,654

Bi-Weekly	1,511.21	1,572.40	1,651.27	1,694.90	1,728.40	1,762.58
Hourly	40.2989	41.9307	44.0339	45.1973	46.0907	47.0021
O.T.	60.4484	62.8961	66.0509	67.7960	69.1361	70.5032

BCEU - JULY 1, 2018
Group Code 1011

1.75%

PUBLIC SAFETY POSITIONS

	MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII
GRADE LEVEL I							
	01	02	03	04	05	06	07
Salary	27,555	29,564	31,573	33,583	35,592	37,601	39,610
Bi-Weekly	1,059.80	1,137.10	1,214.35	1,291.64	1,368.93	1,446.18	1,523.47
Hourly	15.1401	16.2442	17.3478	18.4520	19.5561	20.6597	21.7639
O.T.	22.7101	24.3663	26.0217	27.6780	29.3342	30.9896	32.6458
Salary	27,555	29,564	31,573	33,583	35,592	37,601	39,610
Weekly	529.90	568.55	607.17	645.82	684.46	723.09	761.74
Hourly	15.1401	16.2442	17.3478	18.4520	19.5561	20.6597	21.7639
O.T.	22.7101	24.3663	26.0217	27.6780	29.3342	30.9896	32.6458
GRADE LEVEL II							
	01	02	03	04	05	06	07
Salary	38,845	41,130	43,415	45,700	47,985	50,270	52,555
Bi-Weekly	1,494.04	1,581.94	1,669.80	1,757.69	1,845.59	1,933.45	2,021.34
Hourly	21.3435	22.5991	23.8542	25.1099	26.3655	27.6207	28.8763
O.T.	32.0152	33.8987	35.7813	37.6648	39.5483	41.4310	43.3145
Salary	38,845	41,130	43,415	45,700	47,985	50,270	52,555
Weekly	747.02	790.97	834.90	878.85	922.79	966.72	1,010.67
Hourly	21.3435	22.5991	23.8542	25.1099	26.3655	27.6207	28.8763
O.T.	32.0152	33.8987	35.7813	37.6648	39.5483	41.4310	43.3145
GRADE LEVEL III							
	01	02	03	04	05	06	07
Salary	48,982	51,864	54,745	57,626	60,508	63,389	66,270
Bi-Weekly	1,883.94	1,994.77	2,105.56	2,216.39	2,327.22	2,438.05	2,548.84
Hourly	26.8134	28.4967	30.0794	31.6627	33.2460	34.8292	36.4120
O.T.	40.3702	42.7451	45.1191	47.4940	49.8690	52.2439	54.6179
Salary	48,982	51,864	54,745	57,626	60,508	63,389	66,270
Weekly	941.97	997.38	1,052.78	1,108.19	1,163.61	1,219.02	1,274.42
Hourly	26.8134	28.4967	30.0794	31.6627	33.2460	34.8292	36.4120
O.T.	40.3702	42.7451	45.1191	47.4940	49.8690	52.2439	54.6179
GRADE LEVEL IV							
	01	02	03	04	05	06	07
Salary	58,185	61,608	65,029	68,452	71,875	75,298	78,720
Bi-Weekly	2,237.87	2,369.52	2,501.13	2,632.78	2,764.43	2,896.08	3,027.69
Hourly	31.9696	33.8503	35.7305	37.6112	39.4919	41.3726	43.2527
O.T.	47.8544	50.7755	53.6957	56.6167	59.5378	62.0588	64.8790
Salary	58,185	61,608	65,029	68,452	71,875	75,298	78,720
Weekly	1,118.94	1,184.76	1,250.57	1,316.39	1,382.22	1,448.04	1,513.84
Hourly	31.9696	33.8503	35.7305	37.6112	39.4919	41.3726	43.2527
O.T.	47.8544	50.7755	53.6957	56.6167	59.5378	62.0588	64.8790

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NON-PUBLIC SAFETY/NON-IT POSITIONS

	MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII
GRADE LEVEL I							
	01	02	03	04	05	06	07
Salary	50,459	53,823	57,188	60,551	63,915	67,280	70,644
Bi-Weekly	1,940.72	2,070.10	2,199.52	2,328.90	2,458.28	2,587.70	2,717.08
Hourly	27.7246	29.5729	31.4217	33.2700	35.1183	36.9671	38.8154
O.T.	41.5870	44.3594	47.1326	49.9050	52.6774	55.4507	58.2231
Salary	50,459	53,823	57,188	60,551	63,915	67,280	70,644
Weekly	970.36	1,035.05	1,099.76	1,164.45	1,229.14	1,293.85	1,358.54
Hourly	27.7246	29.5729	31.4217	33.2700	35.1183	36.9671	38.8154
O.T.	41.5870	44.3594	47.1326	49.9050	52.6774	55.4507	58.2231
GRADE LEVEL II							
	01	02	03	04	05	06	07
Salary	57,055	60,225	63,394	66,565	69,734	72,904	76,073
Bi-Weekly	2,194.43	2,316.34	2,438.24	2,560.19	2,682.09	2,804.00	2,925.90
Hourly	31.3491	33.0906	34.8320	36.5741	38.3156	40.0571	41.7986
O.T.	47.0236	49.6358	52.2481	54.8611	57.4734	60.0856	62.6978
Salary	57,055	60,225	63,394	66,565	69,734	72,904	76,073
Weekly	1,097.22	1,158.17	1,219.12	1,280.09	1,341.05	1,402.00	1,462.96
Hourly	31.3491	33.0906	34.8320	36.5741	38.3156	40.0571	41.7986
O.T.	47.0236	49.6358	52.2481	54.8611	57.4734	60.0856	62.6978
GRADE LEVEL III							
	01	02	03	04	05	06	07
Salary	61,122	64,518	67,913	71,308	74,705	78,100	81,496
Bi-Weekly	2,360.86	2,481.45	2,612.04	2,742.63	2,873.26	3,003.86	3,134.45
Hourly	33.5836	35.4493	37.3149	39.1805	41.0466	42.9122	44.7778
O.T.	50.3755	53.1739	55.9723	58.7707	61.5699	64.3683	67.1667
Salary	61,122	64,518	67,913	71,308	74,705	78,100	81,496
Weekly	1,175.43	1,240.72	1,306.02	1,371.32	1,436.63	1,501.93	1,567.22
Hourly	33.5836	35.4493	37.3149	39.1805	41.0466	42.9122	44.7778
O.T.	50.3755	53.1739	55.9723	58.7707	61.5699	64.3683	67.1667

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IT POSITIONS

	MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII
GRADE LEVEL I							
	01	02	03	04	05	06	07
Salary	64,006	67,582	71,117	74,673	78,229	81,785	85,341
Bi-Weekly	2,461.76	2,598.54	2,735.27	2,872.05	3,008.83	3,145.56	3,282.34
Hourly	35.1680	37.1220	39.0754	41.0293	42.9832	44.9366	46.8905
O.T.	52.7521	55.6830	58.6130	61.5439	64.4748	67.4049	70.3358
Salary	64,006	67,582	71,117	74,673	78,229	81,785	85,341
Weekly	1,230.88	1,299.27	1,367.64	1,436.03	1,504.41	1,572.78	1,641.17
Hourly	35.1680	37.1220	39.0754	41.0293	42.9832	44.9366	46.8905
O.T.	52.7521	55.6830	58.6130	61.5439	64.4748	67.4049	70.3358
GRADE LEVEL II							
	01	02	03	04	05	06	07
Salary	75,472	78,612	81,751	84,891	88,030	91,170	94,309
Bi-Weekly	2,902.77	3,023.54	3,144.27	3,265.04	3,385.77	3,506.54	3,627.27
Hourly	41.4682	43.1934	44.9182	46.6434	48.3681	50.0934	51.8181
O.T.	62.2022	64.7902	67.3772	69.9651	72.5522	75.1401	77.7272
Salary	75,472	78,612	81,751	84,891	88,030	91,170	94,309
Weekly	1,451.39	1,511.77	1,572.14	1,632.52	1,692.89	1,753.27	1,813.64
Hourly	41.4682	43.1934	44.9182	46.6434	48.3681	50.0934	51.8181
O.T.	62.2022	64.7902	67.3772	69.9651	72.5522	75.1401	77.7272

APPENDIX C

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	Current Calendar 2010 Per Hour	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		Default Per Schedule Per Hour	0.77	0.84	0.91	0.99	1.07	1.16	1.26	1.37	1.48	1.60
				Difference Current to Default Per Hour*	0.06	0.13	0.20	0.28	0.36	0.45	0.55	0.66	0.77	0.89
				Preferred Per Schedule Per Hour	0.79	0.87	0.96	1.06	1.17	1.29	1.42	1.57	1.73	1.91
				Difference Default to Preferred Per Hour**	0.02	0.03	0.05	0.07	0.10	0.13	0.16	0.20	0.25	0.31
				New City Contribution Per Hour	0.59	0.66	0.73	0.81	0.89	0.98	1.08	1.19	1.30	1.42
				New Employee Contribution Per Hour	0.20	0.21	0.23	0.25	0.28	0.31	0.34	0.38	0.43	0.49
				Total New Contribution Employee and City Per Hour	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 D

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 E

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 F

List of Recorded Telephone Lines

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
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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
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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