

AGREEMENT

Between

THE CITY OF BROCKTON

And

SEIU LOCAL 888



**CITY DEPARTMENT ADMINISTRATORS
UNIT**

July 1, 2016 – June 30, 2019

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I. AGREEMENT CLAUSE

This Agreement made by and between the City of Brockton (the “City”) and the SEIU Local 888, CLC on behalf of the local bargaining unit known as the City Department Administrators Unit (the “Union”).

II. RECOGNITION CLAUSE

The City recognizes SEIU Local 888 as the exclusive representative for the purpose of collective bargaining relative to wage, hours and other conditions of employment for the Assistant Library Director, City Engineer; Director of Council on Aging; Director of Procurement, Director of Veterans Services, Executive Health Officer, Junior Financial Analyst, Parking Supervisor, Superintendent of Cemeteries, Superintendent of Engineering, Director of Operations, Superintendent of Operations, Superintendent of Parks, Superintendent of Utilities and Water Systems Manager but excluding the Assessors (Members and Chairmen), Assistant City Clerk, Chief Financial Officer, City Auditor, City Clerk, City Planner, DPW Commissioner, Executive Director of the Parking Authority, Library Director, Financial Analyst – CFO office, Parking Attendants, Superintendent of Buildings, Treasurer/Collector, Director of Community Outreach and Communications and all legislative, confidential, managerial, casual and other employees.

III. MANAGEMENT RIGHTS

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the City, acting through its City Council, the Mayor or the Mayor’s designee (“Mayor/Mayor’s designee”), Personnel Director, Department Heads or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established by law, custom, practice, precedent, or other means to manage and control the City and its employees. By way of example but not limitation, management retains the following rights:

- To add to or eliminate departments, increase or decrease the number of jobs;
- To determine the mission, budget, and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the numbers, types, grades of positions or employees, assigned to the organizational unit, work project, or to any location, task, vehicle, building, station or facility;

- To determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, including determining initial salary, assign, transfer and promote employees.
- To determine position job duties, job descriptions and classifications, including but not limited to combined operations for more than one Department;
- To determine when an employee is unable to perform full job duties and assign limited job duties to that employee;
- To determine when overtime is necessary and who is qualified to perform it and to assign it;
- To transfer, temporarily reassign, or detail employees to other shifts or other duties;
- To determine the equipment to be used and the uniforms to be worn in the performance of duties;
- To determine and implement personnel policies, including those affecting the hiring, promotion, conduct and retention of employees;
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- To evaluate the work performance of employees;
- To increase an employee's salary up to the maximum salary established for the position;
- To abolish positions and/or layoff employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- To schedule all time off, including without limitation vacation time, lunch periods and break periods;
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To establish and enforce policies, procedures, rules and regulations and a Code of Ethics (current version attached to Contract) for the governance of the Departments and to add to or modify them as it deems appropriate;
- To suspend, demote, discharge, or take other disciplinary action against an employee;

- To determine whether to renew appointments of employees, without such decisions being subject to any provisions of this agreement related to suspension or dismissal;
- To require the truthful cooperation of all employees during investigations, including without limitation investigations which could result in disciplinary action against the employee or others;
- To determine its internal security practices;
- To renew or decide to renew the appointments of any bargaining unit employees.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not to enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

IV. PROBATIONARY PERIOD

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete six months of continuous, active service (not including time off) in the position. This probationary period may be extended by mutual agreement between the City and the employee. Employees who have already met this requirement prior to the execution of this Agreement will not be required to complete the requirement again. During the probationary period or any extension, the Employer may suspend or dismiss a probationary employee without any recourse by the employee or the Union.

V. PERFORMANCE REVIEW

All employees of the collective bargaining unit shall be subject to a performance review, the content of which is set forth in the attachment appended hereto. Performance review to be completed by the Mayor subject to review and approval of the appropriate governing body. All reviews are subject to the grievance and arbitration provisions of the collective bargaining agreement. Said review process shall be implemented on the same date as implemented with non-union department heads but no early January 1, 2016.

VI. RESIDENCY REQUIREMENT

Each employee subject to this agreement shall comply with the City Ordinance Residence Requirement except that compliance will not be required for any person who has been employed by the City of Brockton (including for the time

period prior to when the bargaining unit was established) for a minimum of seven consecutive years.

VII. HOURS OF WORK

Full-time unit employees are expected to work a minimum of 35 hours per week and to be at work for all hours that City Hall is open to the public or as otherwise determined by the City. Employees will be entitled to a one hour per day unpaid lunch. In addition to the 35 hours, these employees are required to work any additional hours necessary to satisfactorily perform the duties of the position. The City retains the right to determine whether additional hours are necessary and to direct that those hours be worked.

VIII. PERSONAL DAYS

Employees of the collective bargaining unit shall receive annually three (3) personal days, to be used in one (1) hour increments, subject to ensure the department is properly staffed, except in the event of an emergency.

IX. VACATION DAYS

(a) Every employee shall be granted two (2) weeks' vacation with pay in each calendar year provided he has rendered thirty (30) weeks' full-time service during the twelve (12) months preceding the first day of June in such year.

(b) Every employee shall be granted one (1) week's vacation with pay in addition to the allowance to which he is entitled under subsection (a) after he has completed three (3) years of full-time service. Every employee shall be granted an additional one (1) week's vacation with pay after he has completed five (5) years of full-time service. Every employee shall be granted an additional one (1) week's vacation with pay after he has completed ten (10) years of full-time service.

(c) Persons employed on a part-time basis may be granted that proportion of the allowance provided in subsection (a) which their part-time service bears to full-time service.

(d) The Mayor/Mayor's designee may grant vacation leave at such times during the calendar year as will best serve the public interest. Vacation scheduling requests will not be unreasonably denied. Preference should be given to employees on the basis of years of employment by the City.

(e) Any vacation leave credit not used by the end of the first vacation year after it was credited must be taken in the succeeding year.

(f) Upon the death of an employee 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 employee's death but which has not been used. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

(g) Employees 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 or carried over, and not taken, 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 separation from the payroll.

(h) Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons not provided for under sick rules may, at the discretion of the City, may be charged to vacation leave.

(i) An employee 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.

(j) Each employee who has completed five (5) or more years of service in any paid position of employment with the City and who has accrued more than twenty-five (25) days of vacation time may, by giving written notice to his or her Hearing Board/Individual set forth in this Contract by December 31 of the calendar year preceding the next fiscal year, elect to be paid additional compensation in lieu of his or her accrued vacation time; subject to the provision that in no instance, shall an employee be permitted to "sell back" more than five (5) days of his or her accrued vacation time. Compensation for such vacation time shall be calculated at the employee's daily rate in effect at the time of the sell-back and shall be paid on the first pay period following August 1st.

X. HOLIDAYS

The following days shall be paid holidays:

New Year's Day
Presidents Day

Martin Luther King's Birthday
Patriot's Day

Memorial Day
Columbus Day
Thanksgiving Day
Fourth of July

Labor Day
Veteran's Day
Christmas Day

Holidays that fall on a Sunday will be observed on the Monday that follows. Employees will be compensated with a day's pay for holidays that fall on a Saturday but the holiday will not be celebrated.

XI. SICK LEAVE

1. Sick Leave Accrual: Employees shall earn sick leave at the rate of 8.75 hours/month.
2. Sick leave is to be used for personal illness or disability which is not job related which incapacitates the employee from performing his work duties. Up to five (5) sick days in a calendar year may be used to attend to a member of the immediate family, as defined in the Bereavement Leave article. This will not be interpreted to restrict the use of sick leave approved under the City's FMLA policy. Employees who engage in sick leave abuse, including patterned sick leave use, shall be subject to discipline, up to and including dismissal. Patterned sick leave use includes but is not limited to 1) multiple single day absences, or 2) absences on days before and/or after days off.
3. When the Mayor/Mayor's designee has reason to believe that an employee has engaged in patterned sick leave use or other forms of sick leave abuse, it may require the employee to provide medical documentation satisfactory to the City, documenting the medical necessity of the employee's absence. This documentation may include without limitation a medical examination by a physician, psychologist or other specialist retained by the City and/or the production of a physician's certificate from the employee's physician.
4. When an employee uses sick leave for three or more consecutive work days, the Mayor/Mayor's designee may require a physician's certificate documenting the medical necessity of the employee's absence and verifying the employee's fitness to return to duty. The Mayor/Mayor's designee may also require the employee to be examined by the City's physician on the same issues. Where there are conflicting opinions, the opinion of the City's physician shall prevail.

At the City's request, the employee will release to the City all medical records and reports requested by the City to assist in the determination of the employee's eligibility for sick leave and/or fitness to return to duty.

5. Unused sick leave granted under the provisions of this section shall accumulate without restriction and an employee who retires or resigns from his/her position with the City, or who 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/resignation or the date of his/her death. In no event shall such payment exceed thirteen thousand eight hundred dollars (\$13,800.00). In the event of an employee's death, payment shall be made to his beneficiary, designated in writing on file with the retirement board, or, in the absence thereof, to his/her estate.
6. Employees receiving workers' compensation for an injury on the job may supplement the compensation payments up to their regular weekly pay by drawing on any accrued sick leave.

XII. OCCUPATIONAL SICK LEAVE/WORKERS' COMPENSATION

- A. An employee injured on the job must report it at the earliest possible opportunity to the Mayor/Mayor's designee. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due absence from duty caused by an accident, injury or occupation disease, that occurred while the employee was engaged in the performance of his/her duties.
- B. Any employee on occupational sick leave shall not work at any other job during the period of incapacitation, except with advance notice to and approval of the Mayor/Mayor's designee. A violation shall result in discontinuance of any City benefit and may result in dismissal. During periods of incapacity, employees shall be subject to periodic medical examinations as a condition of continued pay, as directed by the city. The purpose of these examinations is to secure periodic medical evaluations of the particular employee.
- C. Employees receiving worker's compensation wage benefits will not accrue other forms of paid leave after the first nine (9) months on workers' compensation.
- D. Nothing in this Contract shall affect in any way the City's ability to initiate retirement proceedings or discharge proceedings for an employee who is medically incapacitated or who represents that he is medically incapacitated from resuming the employee's full job duties.

XIII. 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 Director of Personnel 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.

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

Employees on light duty shall NOT be eligible for overtime assignments.

Employer shall not violate worker's compensation, state or federal law.

XIV. BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave as follows:

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by death of a member of his/her immediate family and relieve the employee of the concern over loss of earnings commencing with the date of death. An employee shall be granted leave without loss of pay of up to five consecutive calendar days immediately following the death of a member of the employee's immediate family. In the event that any of the five (5) calendar days occurs on an employee's regularly scheduled day or days off, the employee shall not be entitled to additional days off with pay. With permission of the Mayor or the Mayor's designee, a bereavement day(s) can be used on a day(s) other than the five (5) consecutive calendar days immediately following the death.

"Immediate family" for the purposes of the Article shall include: husband, wife, child, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, step-parent, step-child, or foster child. The

determination of "Immediate Family" shall be made without consideration to whether the family member is domiciled in the employee's household.

In case of the death of an employee's relative (by blood or marriage) such as niece, nephew, aunt or uncle, or an employee's brother-in-law or sister-in-law, the employee shall be granted a three (3) working days leave of absence without loss of pay.

In the case of the death of a current employee of the Department, the pertinent Hearing Officer/Individual set forth in this Contract may, on a case by case basis and in his or her discretion, grant employees one half (1/2) day of bereavement leave with pay, as circumstances so warrant.

In all cases, bereavement leave shall begin on the first workday immediately following the date of death and must be completed within seven (7) days of the death. The intent of the Article is to provide the employee with time off for bereavement at the time of death. In the event of unusual or special circumstances, delayed bereavement leave may be allowed, with the prior approval of the Hearing Officer/Individual. In the event that an employee's pre-scheduled vacation or personal leave coincides with his or her bereavement leave, the scheduled time off shall be re-credited and charged instead as bereavement leave.

XV. GRIEVANCE/ARBITRATION PROCEDURE

A grievance shall be defined as a dispute about the interpretation or application of an express provision of this Agreement. No allowing of a grievance or settlement of a grievance is binding on the City unless approved by the Mayor/Mayor's designee.

Step 1. Filing of Initial Grievance: Within ten (10) calendar days of the occurrence giving rise to the grievance, an Association representative shall file a grievance in writing with the grievant's immediate supervisor except that, if the immediate supervisor is a Board or the Mayor, the Grievance shall be presented to the Personnel Director. The grievance shall be responded to within ten (10) calendar days. If the grievance requires a meeting with the grievant during regular working hours, the grievant shall be allowed time off to attend the meeting.

Step 2. Unresolved Grievances: If the grievance is not resolved to the Union's satisfaction at Step 1, it shall be presented within ten (10) calendar days of when the response at Step 1 was due to the Mayor/Mayor's designee, which may include the Personnel and Employees Labor Relations Board. The Mayor/Mayor's designee shall hold a meeting to hear the grievance and respond in writing within twenty (20) calendar days. The Union and the grievant are

obligated to provide to the Mayor/Mayor's designee any information supporting the grievance, including documents and the names of persons who would provide supporting information ("grievance support information"). Any grievance support information not knowingly provided at or before the meeting and/or the earliest opportunity after it becomes knowingly provided at or before the meeting and/or the earliest after it becomes known shall be excluded from further proceedings on the grievance.

Step 3. Arbitration: If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may proceed to arbitration provided that it gives written notice to the Mayor/Mayor's designee within 30 (thirty) calendar days after the written response at Step 2 was received or should have been received. Unless the parties can agree on an Arbitrator, the Arbitration shall be processed under the Labor Relations Rules of the American Arbitration Association. The parties shall share equally the Arbitrator's fees.

The decisions of the Arbitrator shall not violate any Ordinances in effect as of the signing of this Agreement, any Massachusetts statutes or regulations pursuant to such Statutes or any federal laws or regulations.

The Arbitrator's decision shall be final and binding except that it may be reviewed under G.L. c.150C or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law.

Time Limits: Time periods will not include Saturdays, Sundays or holidays. Any of the time limits outlined in this Agreement may be changed at any time by mutual consent of the parties and said consent will be confirmed in writing. Failure to follow the provisions of this procedure, including the time limits, will constitute a waiver of any claims set forth in the grievance.

XVI. UNPAID LEAVE OF ABSENCE

In the discretion of the Mayor/Mayor's designee, an employee may be granted a leave of absence. Such leave shall be granted without pay. To the extent allowed by law, the employee may exercise his/her rights to continue insurance coverage(s) provided by the City, provided that the employee is responsible for one hundred and two (102%) of the cost of the premium(s) during the period of leave.

In order to be considered for a leave of absence, the employee must provide specific information in a written request to the Mayor/Mayor's designee, about the reason(s) for the leave.

Unpaid leave shall not be considered in the computation of service.

XVII. AGENCY SERVICE FEE/UNION DUES/COPE DEDUCTIONS

Employees shall tender the initiation fee (if any), and monthly membership dues by signing the authorization of dues form during the life of this agreement and in accordance with the terms of the form. In accordance with M.G.L c.180, §17A, the City agrees to deduct weekly union membership dues levied in accordance with the constitution of the union from the pay of each employee in the unit who executes such form and remit the aggregate amount to the secretary/treasurer of Local 888, SEIU, 529 Main Street, Suite 222, Charlestown, MA 02129.

Members of the bargaining unit who have not signed a membership form and authorized dues deductions as of the date of execution of the contract shall be required to pay an agency service fee in lieu of dues. Said agency fee shall be in accordance with the requirements of M.G.L.c.150E. The Union shall annually provide the town in writing with its calculation of the applicable agency fee.

The Union's recourse against any employee to whom the agency service fee applies but who does not pay it will be – at the Union's discretion- to institute appropriate court proceedings to enforce such compliance.

The City agrees to deduct and transmit to the SEIU Local 888 cope fund contributions from employees who sign deduction authorization cards.

All of the remittances described above will be made on a monthly basis, along with a list of employees and the amount of said deductions.

The union agrees to indemnify and hold harmless the city its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of this provision, including, but not limited to any proceeding in which the city is made a party.

XVIII. UNION BUSINESS

The Association shall provide the City with an updated list of its representatives. To the extent that contract negotiations take place during regular working hours, up to three (3) representatives shall be allowed time off to attend. To the extent that grievance and arbitration proceedings take place during regular working hours, one (1) representative shall be allowed time off to attend.

XX. LONGEVITY

(a) Every employee in full-time service of the City shall be paid, in addition to the regular compensation received, annual increments determined as follows:

Length of Service (years)	Amount
Over 5 but not over 10.....	\$ 480.00
Over 10 but not over 15.....	\$ 750.00
Over 15 but not over 20.....	\$ 950.00
Over 20.....	\$ 1250.00
Over 25.....	\$1350.00

(b) Full-time service as defined in this section may consist of continuous service or total service. If the latter type of service is interrupted because of discharge for cause, the employee shall forfeit all rights to longevity increments acquired previous to his leaving the employ of the City. If total service is interrupted by leave of absence or resignation of the employee, the time he was absent from payrolls will not be credited as part of total service.

(c) The annual longevity increment shall be paid from the first payroll in December and will be prorated for the year in case of employees becoming eligible for payments pursuant to the above schedule during the year, employment terminations or death of the employee. In the case of the latter, the amount of longevity compensation due will be paid to the deceased employee's estate. The basis of peroration shall be the first day of each calendar month.

XXI. HEALTH INSURANCE

A. Section 125 Plan:

The City agrees that it will implement the Section 125 provisions of the Internal Revenue Code ("IRC") 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.

The City will extend to members of the Union the option of participating in a Flexible Spending Account Plan ("FSA Plan"). The FSA Plan provides for pre-tax payroll deduction for employee out-of-pocket expenses such as:

- Medical insurance deductibles
- Co-Payments
- Vision Care (eyeglasses, contact lens, examinations)
- Medical examination costs not covered by insurance
- Psychiatric counseling not covered by insurance
- Other medical expenses qualified under IRC Section 125

- Dental expenses such as examinations, cleanings, fillings, crowns, bridges, dentures, orthodontist services, implants, inlays, x-rays, and dental expenses qualified under IRC 125
- Other out-of-pocket expenses eligible for reimbursement consistent with Section 125, 129 of the IRC

B. Contribution Rate:

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.

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, prohibits any changes in plan design, including co-payments, without the Union's express written agreement.

C. Changes in Plan Design:

All Health Insurance changes are to be under the jurisdiction of the Public Employee Committee ("PEC") and the parties agree to be bound by the effective PEC Agreement.

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.

- D. The City shall provide a dental plan. An Employee who subscribes shall pay 50 (fifty) percent of the total monthly premium cost.
- E. The City shall provide \$5,000 in Life Insurance. An Employee shall pay 50 (fifty) percent of the total monthly premium cost.
- F. The City shall provide a Cafeteria Plan allowing pre-tax deductions for health and dental employee premium contributions.
- G. Effective July 1, 2006, the 75% Medicare Part B reimbursement is eliminated.

XXII. AUTOMOBILE ALLOWANCE

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.

Any employee required by the City to use his/her private automobile in the performance of said employee's duties on authorized City business shall be compensated for such use at the maximum allowable Internal Revenue Service rate per mile.

A maximum of up to one thousand dollars (\$1,000.00) insurance deductible will be paid by the City if an automobile is damaged, without serious misconduct by the employee, while on city time being used for City business outside City Hall, including, but not limited to performing inspections, trips to court, and other authorized business uses. The definition of City time shall specifically exclude travel coming to and leaving from work at the beginning and end of the work day, or damages incurred while an employee is performing duties within City Hall, except when an employee is required to drop off or pick up job connected materials and will be in City Hall fifteen (15) minutes or less. Reimbursement is conditioned upon submission of documentation of payment by an employee and shall be for actual out of pocket insurance deductible amounts only. The parties agree that the City shall reserve the right to subrogate the interests of the employee against any third party responsible for the loss sustained by the employee up to the amount of reimbursement paid to said employee and that employee will cooperate with the City in its efforts to retrieve any sum or sums of money for said loss. The possession of a valid Massachusetts Driver's License is a condition of employment for any unit member who may be assigned to operate City Vehicles, equipment or their personal vehicle for City Business. Employees shall notify the hearing board or individual listed herein for their position, in writing, of any loss or suspension of their right to operate a motor vehicle in Massachusetts or elsewhere. Whether loss of license alone is a basis of discipline, failure to provide notice of such loss may be grounds for discipline, up to and including dismissal.

XXIII. 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 a motor vehicle on City-business; failure

to adhere to said policy shall 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 12 month period, which accidents were caused due to the fault of the employee as determined by the Department Head or Board, Members shall be subject to random drug and alcohol testing.

The following 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.

XXIV. MISCELLANEOUS

- A. The City will provide employees with free parking within a reasonable walking distance of the workplace.
- B. The City shall provide the Association access to space for posting Union information in the various locations where bargaining unit employees are assigned but the Union shall not post denunciatory or inflammatory material.
- C. Vacancies. The City shall post a vacancy in any bargaining unit position for 5 (five) days boards typically used to provide notices to bargaining unit employees.
- D. Employees who establish to the satisfaction of the employee's Individual/Hearing Board that they have had their clothing damaged or destroyed in the performance of their duties will be eligible to be reimbursed for the cost of repairing and replacing the clothing. The reimbursable amount will be determined by the employee's Individual/Hearing Board."
- E. Recorded Lines. All calls to city phone lines enumerated in the attachment appended hereto shall be recorded. Said recordings shall be considered City property. The City reserves the right to access, review, copy, disclose, and delete any such recordings for any purpose and to disclose them to any party (inside or outside the City) that it deems appropriate without prior notice. Employees, while using the telephone, shall be courteous, professional and business-like. Employees shall refrain from using any words or references that could be viewed as obscene, derogatory, or racially, sexually, ethnically or otherwise offensive to colleagues, customers, suppliers or residents. Employees who violate this Policy are subject to disciplinary action, up to and including termination of employment. Only the lines appended hereto shall be recorded.

- F. The pay scales for the following positions shall be reclassified:

City Engineer

Upgrade to Water Systems Manager

XXV. STABILITY OF AGREEMENT

- A. This Agreement incorporates the entire understanding of the parties on all issues that were or could have been subject of negotiations. Anything not specifically included in this Agreement expressly or by reference, including without limitation provisions of the City Ordinances, is not part of this Agreement.
- B. No prior agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this agreement.
- C. The failure of the City to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the City to future performance of any such term or condition and the obligation of the Union to such future performance shall continue in full force and effect.
- D. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Mayor/Mayor's designee.

XXVI. SAVINGS CLAUSE

Should any provision of this Agreement or any supplement thereto become invalid by an act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and, at the request of either party, the parties shall meet to negotiate, with the goal of agreeing on a satisfactory replacement for any such provision.

XXVII. SUSPENSION OR DISMISSAL HEARING

No employee who has completed their probationary period as defined below shall be disciplined, suspended or discharged except for just cause, during his or her term, if applicable.

The probationary period shall be the first six months of continuous active service of an employee in the bargaining unit.

When a non-probationary employee is suspended without pay, the employee shall have the opportunity to be heard by the board or individual listed below or a designee of that board or individual, either before or after the suspension, at the City's option. The employee shall be provided with a written notice of the grounds for the suspension in writing no later than five (5) work days following the suspension. The employee must request the hearing in writing within five (5) work days from the receipt of the written notice. Failure to request the hearing within that time frame will constitute a waiver of the right to a hearing.

When the dismissal of an employee is contemplated, the employee shall be served with a written notice of the grounds for the contemplated dismissal and be given an opportunity to be heard by the board or individual listed below or a designee of that board or individual prior to the final dismissal decision.

The City's decision to suspend or dismiss an employee shall not be arbitrary or capricious.

<u>POSITION</u>	<u>HEARING BOARD/INDIVIDUAL</u>
ASSISTANT LIBRARY DIRECTOR	BOARD OF LIBRARY TRUSTEES
CITY ENGINEER	DPW COMMISSIONER
DIRECTOR – COUNCIL ON AGING	COA BOARD OF DIRECTORS
DIRECTOR OF PROCUREMENT	MAYOR
DIRECTOR OF VETERANS SERVICES	MAYOR
EXECUTIVE HEALTH OFFICER	BOARD OF HEALTH
JR. FINANCIAL ANALYST	CHIEF FINANCIAL OFFICER
PARKING SUPERVISOR	EXECUTIVE DIRECTOR OF PARKING AUTHORITY
SUPERINTENDENT OF CEMETERIES	CEMETERY BOARD OF TRUSTEES
SUPERINTENDENT OF ENGINEERING	DPW COMMISSIONER
SUPERINTENDENT OF OPERATIONS	DPW COMMISSIONER
SUPERINTENDENT OF PARKS	PARK COMMISSIONERS
SUPERINTENDENT OF UTILITIES	DPW COMMISSIONER
WATER SYSTEMS MANAGER	WATER COMMISSION
DIRECTOR OF OPERATIONS	DPW COMMISSIONER

XXVIII. SALARIES (SEE SALARY CHARTS ATTACHED AS APPENDIX A)

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

The existing wage scales shall be amended and listed in Appendix "A" to reflect the two (2.0%) percent base wage increase.

Quoted salary amounts in appendix "A" are subject to verification of mathematical calculations by the Auditor's Office.

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

The existing wage scales shall be amended and listed in Appendix "A" to reflect the two (2.0%) percent base wage increase.

Quoted salary amounts in appendix "A" are subject to verification of mathematical calculations by the Auditor's Office.

- C. 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 "A" to reflect the one and three quarters (1.75%) percent base wage increase.

Quoted salary amounts in appendix "A" are subject to verification of mathematical calculations by the Auditor's Office.

- D. Effective July 1, 2016, all unit members shall receive a cash payment in the amount of eight hundred (\$800) dollars.

- E. Effective July 1, 2017, all unit members receive a cash payment in the amount of eight hundred (\$800) dollars.

- F. Effective July 1, 2016, bargaining unit employees shall receive additional regular compensation for being required to be continuously on call to the city. Said compensation will be paid out in equal amounts in the employee's regular paycheck as follows:

- The Director of Operations, Superintendent of Parks/Cemeteries, Superintendent of Operations, Superintendent of Utilities and Director of Community Outreach and Communications- four

thousand two hundred dollars (\$4,200.00) annually, which total encompasses a five hundred dollar (\$500) increase.

- The Executive Health Officer- three thousand five hundred dollars (\$3,500.00 annually, which total encompasses a three hundred dollar (\$300) increase.
 - All other union members- two thousand seven hundred dollars (\$2,700.00) annually, which total encompasses a three hundred-dollar (\$300) increase.
- G. For any employee hired on or after July 1, 2006, the City will determine initial salary placement but will not exceed the maximum salary established for the position.
- H. The City will determine advancement on the salary schedule up to but not exceeding the maximum salary established for the position.

XXIX. EDUCATIONAL INCENTIVE

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

1% - for a Bachelor's Degree

1% - for a Master's Degree

1% - for a Doctorate

XXX. LICENSES AND CERTIFICATES

The City shall reimburse any member of the bargaining unit for costs, actually incurred and associated with, acquiring and maintaining licenses, certificates and training mandated as a condition of their position and pre-approved by the Department Head, Mayor or governing board/commission, as appropriate.

XXXI. DURATION

This agreement shall be effective July 1, 2016 through June 30, 2019.

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

For: SEIU LOCAL 888
(Department Administrators)

Wanda A. James

Michael Morris

[Signature]

Steven J. D'Amico (Sera)

Dated: _____

For: CITY OF BROCKTON

Bill Carpenter
Bill Carpenter, Mayor

Dated: 11/23/18

Approved as to Form:

Karen A. Fisher 11/15/18

Karen A. Fisher
Assistant City Solicitor

Appendix A - Wages

						July 1, 2016		
						2%		
DEPARTMENT ADMINISTRATORS UNIT								
		Group Code: 1023						
				1	2	3	4	
01		Assistant Library Director (1773)		\$ 60,230	\$ 62,934	\$ 65,355	\$ 71,451	
		Biweekly		\$ 2,316.54	\$ 2,420.54	\$ 2,513.65	\$ 2,748.12	
				1	2	3	4	5
S-53		Superintendent of Cemeteries		\$ 62,412	\$ 65,355	\$ 68,322	\$ 71,146	\$ 77,835
		Director Council on Aging (1175)		\$ 1,200.23	\$ 1,256.83	\$ 1,313.88	\$ 1,368.19	\$ 1,496.83
		Weekly						
				1	2	3	4	
04		Superintendent of Engineering (1678)		\$ 71,414	\$ 75,490	\$ 78,132	\$ 86,072	
		Biweekly		\$ 2,746.69	\$ 2,903.46	\$ 3,005.08	\$ 3,310.46	
				1	2	3	4	
S-54A		Director of Veteran's Services (1665)		\$ 74,924	\$ 77,933	\$ 82,011	\$ 91,267	
		Biweekly		\$ 2,881.69	\$ 2,997.42	\$ 3,154.27	\$ 3,510.27	
				1	2	3	4	
S-33C		Junior Financial Analyst		\$ 43,741	\$ 45,344	\$ 49,547	\$ 54,087	
		Biweekly		\$ 1,682.35	\$ 1,744.00	\$ 1,905.65	\$ 2,080.27	
		Parking Supervisor (1685)		\$ 841.17	\$ 872.00	\$ 952.83	\$ 1,040.13	
		Weekly						
				1	2	3	4	
S-56A		Executive Health Officer (1682)		\$ 76,643	\$ 79,706	\$ 83,838	\$ 93,145	
		Biweekly		\$ 2,947.81	\$ 3,065.62	\$ 3,224.54	\$ 3,582.50	
				1	2	3	4	
S-56D		Superintendent of Parks		\$ 78,432	\$ 85,268	\$ 92,112	\$ 104,910	
		Superintendent of Parks/Temporary Supt. Of Cemeteries (1671)						
		Biweekly		\$ 3,016.62	\$ 3,279.54	\$ 3,542.77	\$ 4,035.00	
		Director of Procurement (1801)		\$1,508.31	\$1,639.77	\$1,771.38	\$2,017.50	
		Weekly						
				1	2	3	4	
10		Water Systems Manager (1657)		\$ 80,670	\$ 85,226	\$ 89,775	\$ 98,405	
		Superintendent of Operations (1664)		\$ 3,102.69	\$ 3,277.92	\$ 3,452.88	\$ 3,784.81	
		Superintendent of Utilities (1663)						
		City Engineer (1771)						
		Biweekly						
				1	2	3	4	
S-52		Director of Operations (1645)		\$ 102,000	\$ 104,040	\$ 106,080	\$ 109,140	
		Biweekly		\$ 3,923.08	\$ 4,001.54	\$ 4,080.00	\$ 4,197.69	

						July 1, 2017	
						2%	
		DEPARTMENT ADMINISTRATORS UNIT					
		Group Code: 1023					
			1	2	3	4	
01		Assistant Library Director (1773)	\$ 61,435	\$ 64,193	\$ 66,662	\$ 72,880	
		Biweekly	\$ 2,362.88	\$ 2,468.96	\$ 2,563.92	\$ 2,803.08	
			1	2	3	4	5
S-53		Superintendent of Cemeteries	\$ 63,660	\$ 66,662	\$ 69,688	\$ 72,569	\$ 79,392
		Director Council on Aging (1175)	\$ 1,224.23	\$ 1,281.96	\$ 1,340.15	\$ 1,395.56	\$ 1,526.77
		Weekly					
			1	2	3	4	
04		Superintendent of Engineering (1678)	\$ 72,842	\$ 77,000	\$ 79,695	\$ 87,793	
		Biweekly	\$ 2,801.62	\$ 2,961.54	\$ 3,065.19	\$ 3,376.65	
			1	2	3	4	
S-54A		Director of Veteran's Services (1665)	\$ 76,422	\$ 79,492	\$ 83,651	\$ 93,092	
		Biweekly	\$ 2,939.31	\$ 3,057.38	\$ 3,217.35	\$ 3,580.46	
			1	2	3	4	
S-33C		Junior Financial Analyst	\$ 44,616	\$ 46,251	\$ 50,538	\$ 55,169	
		Biweekly	\$ 1,716.00	\$ 1,778.88	\$ 1,943.77	\$ 2,121.88	
		Parking Supervisor (1685)	\$ 858.00	\$ 889.44	\$ 971.88	\$ 1,060.94	
		Weekly					
			1	2	3	4	
S-56A		Executive Health Officer (1682)	\$ 78,176	\$ 81,300	\$ 85,515	\$ 95,008	
		Biweekly	\$ 3,006.77	\$ 3,126.92	\$ 3,289.04	\$ 3,654.15	
			1	2	3	4	
S-56D		Superintendent of Parks	\$ 80,001	\$ 86,973	\$ 93,954	\$ 107,008	
		Superintendent of Parks/Temporary Supt. Of Cemeteries (1671)					
		Biweekly	\$ 3,076.96	\$ 3,345.12	\$ 3,613.62	\$ 4,115.69	
		Director of Procurement (1801)	\$1,538.48	\$1,672.56	\$1,806.81	\$2,057.85	
		Weekly					
			1	2	3	4	
10		Water Systems Manager (1657)	\$ 82,283	\$ 86,931	\$ 91,571	\$ 100,373	
		Superintendent of Operations (1664)	\$ 3,164.73	\$ 3,343.50	\$ 3,521.96	\$ 3,860.50	
		Superintendent of Utilities (1663)					
		City Engineer (1771)					
		Director of Community Outreach & Communications (1124)					
		Biweekly					
			1	2	3	4	
S-52		Director of Operations (1645)	\$ 104,040	\$ 106,121	\$ 108,202	\$ 111,323	
		Biweekly	\$ 4,001.54	\$ 4,081.58	\$ 4,161.62	\$ 4,281.65	

						July 1, 2018	
						1.75%	
		DEPARTMENT ADMINISTRATORS UNIT					
		Group Code: 1023					
			1	2	3	4	
01		Assistant Library Director (1773)	\$ 62,510	\$ 65,316	\$ 67,829	\$ 74,155	
		Biweekly	\$ 2,404.23	\$ 2,512.15	\$ 2,608.81	\$ 2,852.12	
			1	2	3	4	5
S-53		Superintendent of Cemeteries	\$ 64,774	\$ 67,829	\$ 70,908	\$ 73,839	\$ 80,781
		Director Council on Aging (1175)	\$ 1,245.65	\$ 1,304.40	\$ 1,363.62	\$ 1,419.98	\$ 1,553.48
		Weekly					
			1	2	3	4	
04		Superintendent of Engineering (1678)	\$ 74,117	\$ 78,348	\$ 81,090	\$ 89,329	
		Biweekly	\$ 2,850.65	\$ 3,013.38	\$ 3,118.85	\$ 3,435.73	
			1	2	3	4	
S-54A		Director of Veteran's Services (1665)	\$ 77,759	\$ 80,883	\$ 85,115	\$ 94,721	
		Biweekly	\$ 2,990.73	\$ 3,110.88	\$ 3,273.65	\$ 3,643.12	
			1	2	3	4	
S-33C		Junior Financial Analyst	\$ 45,397	\$ 47,060	\$ 51,422	\$ 56,134	
		Biweekly	\$ 1,746.04	\$ 1,810.00	\$ 1,977.77	\$ 2,159.00	
		Parking Supervisor (1685)	\$ 873.02	\$ 905.00	\$ 988.88	\$ 1,079.50	
		Weekly					
			1	2	3	4	
S-56A		Executive Health Officer (1682)	\$ 79,544	\$ 82,723	\$ 87,012	\$ 96,671	
		Biweekly	\$ 3,059.38	\$ 3,181.65	\$ 3,346.62	\$ 3,718.12	
			1	2	3	4	
S-56D		Superintendent of Parks	\$ 81,401	\$ 88,495	\$ 95,598	\$ 108,881	
		Superintendent of Parks/Temporary Supt. Of Cemeteries (1671)					
		Biweekly	\$ 3,130.81	\$ 3,403.65	\$ 3,676.85	\$ 4,187.73	
		Director of Procurement (1801)	\$1,565.40	\$1,701.83	\$1,838.42	\$2,093.87	
		Weekly					
			1	2	3	4	
10		Water Systems Manager (1657)	\$ 83,723	\$ 88,452	\$ 93,173	\$ 102,130	
		Superintendent of Operations (1664)	\$ 3,220.12	\$ 3,402.00	\$ 3,583.58	\$ 3,928.08	
		Superintendent of Utilities (1663)					
		City Engineer (1771)					
		Director of Community Outreach & Communications (1124)					
		Biweekly					
			1	2	3	4	
S-52		Director of Operations (1645)	\$ 105,861	\$ 107,978	\$ 110,096	\$ 113,271	
		Biweekly	\$ 4,071.58	\$ 4,153.00	\$ 4,234.46	\$ 4,356.58	

Appendix B – 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 C – Performance Review

Performance Review – City of Brockton

Employee Name: _____ Date: _____

Department: _____ Position: _____

Reports to/completed by: _____

Section I – Performance Factors

This form is to be completed based on your assessment of the employee's current job responsibilities and demonstrated skills. Consider performance over the entire appraisal period. Select the rating which best describes the employee's demonstrated skill and performance level. The rating is based on how well the employee meets the stated performance factor definition. The rating selections are:

- 1 = Fails to Meet Expectations – Fails to demonstrate the minimally required responsibilities; work performance fails to satisfy established standards and expectations.
- 2 = Partially Meets Expectations – Demonstrates most but not all requisite skills; work performance is not consistently at a satisfactory level.
- 3 = Fully Meets Expectations – Demonstrates requisite skills; work performance fully and consistently meets established expectations.
- 4 = Exceeds Expectations – Demonstrates skills significantly greater than expected levels; work performance frequently exceeds expectations.

Adaptability/Prioritize

Demonstrates an openness to change and new ideas. Possesses the ability to easily adjust to changing work requirements and effectively responds to new situations.

Adaptability/Prioritize Rating	(4)=Exceeds Expectations	(3)=Fully Meets	(2)=Partially Meets	(1)=Fails to Meet
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Decision Making/Judgment

Demonstrates the ability to make prudent, well researched decisions and understands the impact of those decisions. Effectively responds to emergency situations in a timely and controlled manner.

Decision Making/Judgment Quality -- Rating Selection	(4)=Exceeds Expectations	(3)=Fully Meets	(2)=Partially Meets	(1)=Fails to Meet
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Ethics

Demonstrates trustworthiness, character, professionalism, confidentiality and honesty in dealing with internal or external constituents. Understands any personal conduct or relationships that may be considered to be an appearance of conflict of interest. Discusses potential conflicts with his/her manager.

<i>Ethics -- Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
-----------------------------------	--	---	---	---

Comments:

Job Knowledge

Possesses the depth and breadth of knowhow needed to perform the job with an understanding of how individual performance has impact on the organization and the City. Keeps up to date with relevant professional and/or industry knowledge and skills. Please note any specific certifications, education, licensing, regulatory training and knowledge required for this position.

<i>Job Knowledge -- Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
--	--	---	---	---

Comments:

Customer/Constituent Services

Provides a professional level of service to the City of Brockton residents, community groups, and other outside contacts.

<i>Customer/Constituent Services -- Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
--	--	---	---	---

Comments:

Teamwork

Collaboratively works with other internal departments, outside organizations, and other departments in the City. Works productively to overcome any obstacles in maintaining productive relationships.

<i>Teamwork – Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
------------------------------------	--	---	---	---

Comments:

Financial

Formulizes annual budget; effectively manages resources within the budget.

<i>Financial – Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
-------------------------------------	--	---	---	---

Comments:

Legal Knowledge

Possesses a thorough understanding of relevant regulations including federal, state and local codes/ordinances. Maintains an excellent understanding of the provisions of the applicable collective bargaining agreements.

<i>Legal Knowledge – Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
---	--	---	---	---

Comments:

Management Skills

Demonstrates the ability to supervise, direct and motivate staff; plan and prioritize department goals; respond to changing conditions. Demonstrates the ability to recognize personal successes and areas for change or development. Implements appropriate change to address any deficiencies.

<i>Management Skills -- Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
--	---	--	--	--

Comments:

Overall Evaluation

<i>Overall Performance -- Rating Selection</i>	(4)=Exceeds Expectations <input type="checkbox"/>	(3)=Fully Meets <input type="checkbox"/>	(2)=Partially Meets <input type="checkbox"/>	(1)=Fails to Meet <input type="checkbox"/>
--	---	--	--	--

Comments:

Section II – Based on the progress, achievements and developmental needs identified in Section I, state the specific actions planned to further develop the employee's performance. Identify any specific performance objectives that are to be met during the review period ahead. Be as specific as possible about expectations and timetables to develop and enhance the employee's skills and improve overall performance. Both developmental and performance goals should be jointly developed by the employee and the reviewer at the time of the performance review meeting.

Goals	Actions	Time Targets

Employee Comments – Employee's reaction to and/or comments regarding the performance appraisal.
Comments:

Employee
Signature _____ **Date** _____
(My signature does not mean that I agree with this appraisal, only that I have reviewed it with my manager)

Reviewer
Signature _____ **Date** _____

Next Level Manager

Signature _____ **Date** _____

Reviewed Job Description

Reviewed Training and Development Plan

Appendix D – Recorded Lines

Assessors			Mayor's Office		
	(508) 897-6863			(508) 897-6822	
	(508) 897-6855			(508) 897-6814	
	(508) 897-6861			(508) 897-6813	
	(508) 897-6859			(508) 897-6815	
	(508) 897-6866			(508) 897-6809	
	(508) 897-6858			(508) 897-6817	
Buildings			Promise Fellow		
				(508) 897-6821	
			Conference Telephone		
				(508) 897-6823	
			Volunteer		
				(508) 897-6807	
At City Hall	(508) 897-6408		Procurement		
At City Hall	(508) 897-6409			(508) 897-6802	
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			Tax Collector		
				(508) 897-6835	
	(508) 897-6427			(508) 897-6873	
	(508) 897-6429			(508) 897-6837	
				(508) 897-6828	
Water Department				(508) 897-6832	
				(508) 897-6831	
	(508) 897-6430			(508) 897-6827	
	(508) 897-6431			(508) 897-6836	
	(508) 897-6428			(508) 897-6834	
	(508) 897-6432				
	(508) 897-6433		Treasurer		
License Commission				(508) 897-6444	
				(508) 897-6449	
	(508) 897-6803			(508) 897-6446	
				(508) 897-6447	
				(508) 897-6448	
				(508) 897-6451	