

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON (THE CITY)
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF
BROCKTON ASSOCIATION OF ENGINEERS,
TECHNICIANS AND INSPECTORS (THE UNION)
(JULY 1, 2019 – JUNE 30, 2022)**

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the City's negotiating teams, subject to ratification by the Union membership of the Union, and funding by the Brockton City Council as required by law. For purposes of further negotiations and/or impasse procedures, this Memorandum shall be considered off-the-record until ratification and funding occur. Failing such ratification or funding, both parties will be free to revert to their on-the-record positions.

The collective bargaining agreement (CBA), which expired on June 30, 2019, shall be extended without change for a period of three years, through June 30, 2022. The parties agree to integrate the amendments set forth herein with the existing CBA, as well as make non-substantive modifications to the form of the agreement to correct any typographical, grammatical or formatting errors. Upon bargaining unit ratification, joint execution of the Memorandum of Agreement, and requisite City Council adopting action, the Union and the City agree to begin negotiations for a successor Memorandum of Agreement to begin on July 1, 2022.

The following provisions represent the material changes to the parties' agreement for an agreement through June 30, 2022.

1. Base Wages:

Effective July 1, 2021, base wages shall be increased for all unit members by two dollars and fifty cents (\$2.50) per hour. The parties agree that there shall be no retroactive base wage increase for FY2020 and FY2021.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the \$2.50 per hour base wage increase.

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

1. Janus v. AFSCME:

To comply with *Janus v. AFSCME*, the parties agree to strike Article II in its entirety and replace the Article with the following:

ARTICLE II- AGENCY SERVICE FEE/UNION DUES

Any employee who elects to join the Union shall sign and submit to the City the authorization of dues forms.

Any employee may elect to pay an Agency Fee, equal to the dues amount, to the Union by executing an Agency Fee authorization form, expressly authorizing the City to deduct the Agency Fee.

Upon receipt of an authorization of dues/agency form, the Employer agrees to deduct, each week, union membership dues or agency fees levied in accordance with the Constitution of the Union from the pay of each employee in the unit who executes or has executed said form.

No such deductions shall be made without an authorization dues/agency form. Deductions may be made for all bargaining unit employees who have executed said form, regardless of their probationary status.

The Union shall be responsible for providing a welcome packet to all new employees who are members of the bargaining unit, with the forms required herein.

In consideration of the employer's entering into this collective bargaining Agreement, which Agreement includes union dues and agency service fee provisions, the Union hereby agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or costs of the employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of the union dues and agency service fees.

There shall be no discrimination by Department Heads/Supervisors or other agents of the Employer against any employee because of their activity or membership in the Union (pursuant to M.G.L. c. 150E s.10). There shall be no discrimination by union members against any employee because of his/her refusal to join the Union or pay an Agency Fee. The Employer further agrees that there will be no discrimination

against any member for his/her adherence to any provision of this Agreement.

2. Housekeeping:

a. City Policies:

The parties agree to remove Appendix D, which contains the City's FMLA and Code of Ethics policies, from the CBA.

b. Health Insurance:

The parties agree to amend the CBA to remove language relative to health insurance benefits, including, but not limited to, health insurance plans, plan designs, contribution rates, or policies between the City, as the City has accepted M.G.L. c. 32B, §19, and such provisions have been deemed superseded by the Public Employee Committee (PEC) Agreement. Specifically, the parties agree to amend the Collective Bargaining Agreement as follows:

Delete: ARTICLE VII: Group Insurance Plan in its entirety

Replace With:

**ARTICLE VII
HEALTH & LIFE INSURANCE PLANS**

16.1 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.

16.2 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.

Remove Appendix B Master Medical Premium Increase

Dated this ____ day of August, 2021.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,

_____

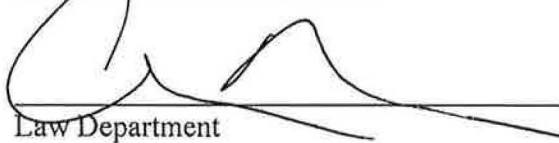
_____

_____

CITY OF BROCKTON,
By Its Mayor,

_____
ROBERT F. SULLIVAN

APPROVED AS TO FORM:

_____
Law Department