

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON
AND
BROCKTON POLICE PATROLMEN'S ASSOCIATION
(JULY 1, 2019 – JUNE 30, 2022)**

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into by and between the City of Brockton (the "City") and the Brockton Police Patrolmen's Association (hereinafter interchangeably referred to as the "Union" and/or "BPPA"), collectively referred to as the "parties," 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, and funding by the Brockton City Council as required by law. For purposes of further negotiations and/or impasse procedures, this MOA 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 except as provided herein. Upon bargaining unit ratification, joint execution of this MOA, and requisite City Council adopting action, 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. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2022. Unless otherwise stated, all provisions shall be effective July 1, 2019.

1. **Duration:** 3 years July 1, 2019 through June 30, 2022
2. **Wages:** FY20 Retroactive to July 1, 2019, payable FY22 2.0% on base wages
 FY21 Retroactive to July 1, 2020, payable FY22 2.0% on base wages
 FY22 Retroactive to July 1, 2021, payable FY22 2.0% on base wages

② 11/10/21

The existing wage scales shall be amended and listed in Appendix "A" to reflect the two (2.0%) percent base wage increase for FY20, two (2.0%) percent base wage increase for FY21, and two (2.0%) percent base wage increase for FY22.

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

3. Hazardous Duty

In recognition and appreciation of the work performed by the membership during the pandemic, Article 19, section 19.3 Hazardous Duty shall be amended as follows:

Effective July 1, 2020	increase by 2.0% for a total of 11.25%
Effective July 1, 2021	increase by 2.0% percent for a total of 13.25%

4. Firearms Training Compensation

Article 19, section 19.4, Firearms Training, shall be amended as follows:

Effective July 1, 2020, the annual firearms training compensation shall be increased by an additional 0.5% for a total of 12.0%.

Effective July 1, 2021, the annual firearms training compensation shall be increased by an additional 0.5% for a total of 12.5%.

5. Holidays:

Effective January 1, 2021, Article 13, Holidays, shall be amended to add June 19th (Juneteenth) to the list of holidays provided under the Article. Holiday pay retroactive to January 1, 2021 shall be paid with the retro check.

Effective July 1, 2021, Article 13 shall be further amended to include the following language:

13.6 In addition to any other compensation to which an employee is entitled pursuant to any other provisions of this Agreement, for each hour actually worked by an employee pursuant to his/her regular schedule during the twenty-four (24) hour period of any holiday recognized by this Article, such employee shall receive one (1) full hour of his/her applicable rate of compensation, inclusive of night differential and of educational compensation, the latter calculated without night differential fold-in, for each such hour actually worked during such holiday period pursuant to the employee's regular schedule. For purposes of this Section, the holiday shall be the 24-hour calendar day of celebration. The "actually worked" qualifying standard for receipt of this benefit is intended to exclude from benefit receipt only those employees not regularly scheduled to work a tour during a holiday and those employees who, although scheduled to work such a tour, are absent because of vacation, personal leave, sick leave or injury leave.

6. COVID-19 Bonus

In recognition and appreciation of the work performed by the membership during the pandemic, the City will remit a one-time payment to each current member of the bargaining unit in the amount of three thousand (\$3, 000.00) dollars payable in the second payroll following funding of this MOA by City Council. This shall be paid to any member of the unit who was a member anytime between March 10, 2020 through the funding of this Agreement.

7. Janus v. AFSCME:

To comply with *Janus v. AFSCME*, the parties agree to strike Article 2, Payroll Deduction of Association Fee, Dues and Agency Shop in its entirety and replace with the following:

ARTICLE 2- UNION DUES

No employee shall be required, as a condition of employment, to join the Union; however, 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.

8. Vacation Buyback

Article 22, Vacations, shall be amended as follows:

22.6 It is further agreed that all members of the Bargaining Unit may carry over from one anniversary year through the next anniversary year a maximum of seven (7) days accrued vacation provided, however, that if the member of the Bargaining Unit does not use the vacation carry-over in the succeeding anniversary year, he shall forfeit same, so that under no circumstances shall a member of the Bargaining Unit have more than seven (7) vacation days in excess of what he otherwise would have accrued.

22.7 It is further agreed that if a member of the Bargaining Unit gives the City six (6) months notice of their intended retirement, they may choose not to take ~~his~~their vacation in the last year of employment, so that upon his ~~their~~ retirement date ~~he~~they will be entitled to be paid for ~~his~~ their previous year's vacation, ~~his~~their current year's vacation, plus, if ~~he~~they ~~is~~are so eligible, up to a maximum of ~~five~~seven (~~5~~7) vacation days carryover.

22.8 On retirement or death, vacation pay shall be paid at the rate of one fifth (1/5) of the employee's regular weekly salary.

22.9 Members of the bargaining unit employed on or after July 1, 1994 will be entitled to be compensated for accumulated but unused vacation leave as set out aforesaid, ~~but not to exceed Six Thousand (\$6,000) Dollars.~~

And by adding to the end of the preceding paragraph the following sentence:

"Anyone hired before July 1, 1994, who gives the City six (6) months notice of their intended retirement, may choose not to take their vacation in the last year of employment, so that upon retirement, they will be entitled to be paid for their previous year's vacation, their current year's vacation, plus, if they are so eligible, up to a maximum of seven (7) vacation days carry over at the same rate as set out aforesaid."

9. Court Time

Article 12, Court Time, Sections 12.1(B) and 12.3, shall be amended to add one (1) hour to the court time minimum as follows:

Section 12.1(B) "There will be a minimum guarantee of four (4) hours for all other court appearances."

And

Section 12.3 "It is specifically agreed that on those occasions when police officers are required to travel beyond a radius of twenty (20) miles outside the City of Brockton, they shall be compensated for two (2) hours as a travel allowance in addition to the four (4) hour minimum."

10. Cadets

Article 19, Wages, section 19.8, Cadets Pay, shall be amended as follows:

19.8 Cadets-Recruit Officers' Pay

(A) It is hereby affirmed by the parties that Cadets-Recruit Officers are not members of the collective bargaining unit, do not pay membership dues and have no contractual rights under the CBA unless and until they complete the Academy and are sworn in as police officers.

(B) All benefits which exist or which may hereafter accrue under the CBA shall not be available to Cadets-Recruit Officers until they are sworn in as police officers.

(C) Cadets-Recruit Officers shall only be entitled to base pay and those benefits required to be provided pursuant to applicable state and/or federal laws.

(D) The parties concur that going forward the terms of this Agreement shall be strictly enforced such that no Cadet-Recruit Officer shall be eligible for any benefit existing and/or accruing under the CBA.

11. Personal Days

Article 34, Personal Days, shall be amended as follows:

34.1 Each member of the Bargaining Unit, ~~upon reasonable notice~~, will be granted three (3) personal days per year. Absent extraordinary circumstances, officers must provide their shift commander at least forty-eight (48) hours advance notice of their intent to utilize a personal day. Only one personal leave day shall be used per shift without consideration of the operational needs of the Department, provided that the personal leave day referenced herein may not be used on Christmas, Thanksgiving, July 4th or New Years Day, and provided that the number of employees off on a given day does not exceed the five (5) employees generally allowed off on a given day, plus an additional three (3) employees using personal days (It is understood by the parties that the five (5) employee and three (3) employee referenced above does not apply to special detail or sick leave.)

The Parties hereby expressly agree that the prior practice of utilizing all Personal Days without consideration of the operational needs of the Department shall cease, and only 1 of the 3 personal days awarded shall be utilized per shift in this fashion as indicated in the amended Article above.

12. Supplemental Longevity Language Change

Article 19, Wages, section 19.2, Supplemental Longevity, shall be amended as follows:

27 Years of Service. Employees who have completed twenty-seven years of service (including service creditable under M.G.L. c.32 which has been credited) shall receive additional compensation of 2% of their applicable salary under Supplemental Longevity.

13. Extra Paid Detail

Article 27, Extra Paid Detail, shall be amended as follows:

By adding the following sentence after the listed rates ("Basic" and Liquor"):

"It is agreed that there shall be a one (1) hour cancellation notice required for all details. Failure to adhere to the foregoing requirement shall result in a four (4) hour minimum charge upon the vendor."

14. Sick Leave

Article 9, Sick Leave, shall be amended as follows:

By adding the following sick leave notification as Section 9.2 and renumbering all subsequent sections accordingly:

9.2 An officer calling in sick under 9.1 (A-C) above, shall, absent extraordinary circumstances, notify the shift commander at least two (2) hours prior to the start of the officer's shift.

By amending the current Section 9.13 as follows.

9.14 If by the first working day of January, in each contract year, an employee shall have accumulated seventy-five (75) days of unused sick leave, he/she shall be entitled to additional bonus 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, or three days. *For purposes of this Article, sick leave shall refer to any sick leave taken regardless of the reason and whether related to family medical leave or otherwise. The schedule below reflects the agreement of the parties:... (Amendment has been italicized herein for point of reference only).*

15. Policies

Replace the following policies under Article 45, Other Appendices, in the CBA with the updated versions attached:

- Domestic Violence in the Workplace (Appendix C)
- Employee Assistance Program (Appendix F)
- Medical Leave Policy (Appendix E)
- Sexual Harassment (Appendix D)

16. Health Insurance

The parties agree to amend Article 16, Health and Life Insurance, 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 Article 15 in accordance with the tracked changes as follows:

16.1 Section 125 Plan:

~~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~~

~~The City will extend to members of the Brockton Police Association 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:~~

~~Medical insurance deductibles~~

~~Co-Payments~~

~~Vision Care (eyeglasses, contact lens, examinations)~~

~~Medical examination costs not covered by insurance~~

~~Chiropractor and other specialist cost 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 Section 125~~

~~Other out-of-pocket expenses eligible for reimbursement consistent with Section 125, 129 of the Internal Revenue Code~~

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, 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.

16.3 Changes in Plan Design

(A) 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.

(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.

~~16.4 Police Officers who were enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year ("eligible Police Officers") 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 Police Officers' 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 Police Officers 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 police officer who is enrolled in any one of the City-offered health insurance plans and who thereafter waives his/her right to coverage under any of those plans will receive an insurance waiver stipend that will be payable in three equal lump sum payments with the first such stipend being paid within thirty (30) calendar days of the waiver and with the second and third

such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amounts of each of the three stipends will be computed as follows:

(1) By first determining the amount of the City's total annual premium contribution for the particular type of coverage (i.e. family or individual) that the police officer has under the particular City-offered health insurance plan in which he/she is enrolled at the time of the waiver.

(2) By then taking 50% of that amount and dividing it by three (3).

(3) The resulting figure will be the amount of each of the three annual insurance waiver stipends.

(B) In order to be eligible for this insurance waiver stipend, a police officer 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. Police Officers 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 Police Officers 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 police officer was covered at the time of the waiver) or for some other valid reason.

(C) Any police officer 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.

16.7 The City agrees to offer employees' Basic Life Insurance. The City shall be responsible for 50% of the monthly premium costs, the employee shall be responsible for 50% of the monthly premium costs.


Delete Attachment A, Health Insurance Addendum, in its entirety.

17. Article 17: Revised Work Schedule (RWS)

Effective July 1, 2021, Article 17 shall be amended by adding the following paragraph:

Members assigned to a four and two schedule shall be compensated four (4) days in the following manner:

- 1 day each on January 1st, April 1st, July 1st, and October 1st


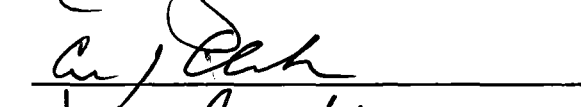

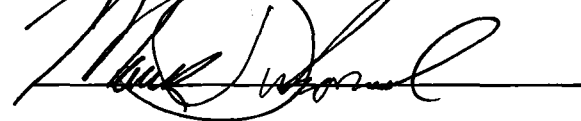
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Members assigned to a five and two schedule shall be compensated ten (10) days in the following manner:

- 3 days on January 1st
- 2 days on April 1st
- 3 days on July 1st
- 2 days on October 1st

Dated this 10th day of November, 2021.


BROCKTON POLICE PATROLMEN'S
ASSOCIATION, (BPPA)

CITY OF BROCKTON,
By Its Mayor,


ROBERT F. SULLIVAN

APPROVED AS TO FORM:


Law Department

APPENDIX "A"

**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2019

2%

JOB CLASS = 1102

SALARY WEEKLY HOURLY

POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	44,101	848.09	22.62
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	46,450	893.27	23.82
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	50,663	974.30	25.98
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	54,874	1,055.27	28.14
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	59,084	1,136.22	30.30
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	62,237	1,196.87	31.92
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	66,904	1,286.61	34.31
POLICE OFFICER - 27 YEARS OF SERVICE	63,482	1,220.80	32.55
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	68,242	1,312.35	35.00
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	66,656	1,281.85	34.18
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	71,655	1,377.98	36.75
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	69,829	1,342.87	35.81
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	75,068	1,443.61	38.50
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	69,829	1,342.87	35.81


(K) 11/10/21

**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2020

2%

	SALARY	WEEKLY	HOURLY
JOB CLASS = 1102			
POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	44,983	865.05	23.07
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	47,379	911.13	24.30
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	51,677	993.78	26.50
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	55,971	1,076.37	28.70
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	60,265	1,158.95	30.91
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	63,482	1,220.81	32.55
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	68,242	1,312.34	35.00
POLICE OFFICER - 27 YEARS OF SERVICE	64,751	1,245.22	33.21
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	69,607	1,338.59	35.70
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	67,989	1,307.48	34.87
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	73,088	1,405.54	37.48
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	71,226	1,369.73	36.53
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	76,569	1,472.49	39.27
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	71,226	1,369.73	36.53

 11/10/21


**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2021

**2%
30% ED INCENTIVE
SALARY WEEKLY HOURLY**

JOB CLASS = 1102

POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	59,647	1,147.06	30.59
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	62,824	1,208.16	32.22
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	68,523	1,317.76	35.14
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	74,218	1,427.27	38.06
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	79,912	1,536.76	40.98
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	84,177	1,618.79	43.17
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	90,489	1,740.17	46.40
POLICE OFFICER - 27 YEARS OF SERVICE	85,860	1,651.16	44.03
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	92,299	1,774.98	47.33
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	90,154	1,733.72	46.23
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	96,915	1,863.75	49.70
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	94,445	1,816.26	48.43
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	101,531	1,952.52	52.07
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	94,445	1,816.26	48.43

 11/10/21


**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2021

**2%
20% ED INCENTIVE
SALARY WEEKLY HOURLY**

JOB CLASS = 1102

POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	55,059	1,058.82	28.24
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	57,992	1,115.22	29.74
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	63,252	1,216.39	32.44
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	68,509	1,317.48	35.13
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	73,765	1,418.55	37.83
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	77,702	1,494.27	39.85
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	83,528	1,606.31	42.83
POLICE OFFICER - 27 YEARS OF SERVICE	79,256	1,524.15	40.64
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	85,199	1,638.44	43.69
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	83,219	1,600.36	42.68
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	89,460	1,720.38	45.88
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	87,180	1,676.55	44.71
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	93,721	1,802.32	48.06
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	87,180	1,676.55	44.71

 11/10/21


**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2021

**2%
15% ED INCENTIVE
SALARY WEEKLY HOURLY**

JOB CLASS = 1102


POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	52,765	1,014.71	27.06
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	55,575	1,068.76	28.50
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	60,617	1,165.71	31.09
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	65,654	1,262.59	33.67
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	70,691	1,359.44	36.25
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	74,464	1,432.01	38.19
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	80,048	1,539.38	41.05
POLICE OFFICER - 27 YEARS OF SERVICE	75,953	1,460.64	38.95
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	81,649	1,570.17	41.87
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	79,751	1,533.68	40.90
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	85,732	1,648.70	43.97
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	83,548	1,606.69	42.85
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	89,816	1,727.23	46.06
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	83,548	1,606.69	42.85

 11/10/21

**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2021

	SALARY	2% 10% ED INCENTIVE	
		WEEKLY	HOURLY
JOB CLASS = 1102			
POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	50,471	970.59	25.88
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	53,159	1,022.29	27.26
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	57,981	1,115.02	29.73
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	62,800	1,207.69	32.21
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	67,618	1,300.34	34.68
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	71,227	1,369.75	36.53
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	76,567	1,472.45	39.27
POLICE OFFICER - 27 YEARS OF SERVICE	72,651	1,397.14	37.26
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	78,099	1,501.90	40.05
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	76,284	1,467.00	39.12
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	82,005	1,577.02	42.05
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	79,915	1,536.83	40.98
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	85,911	1,652.13	44.06
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	79,915	1,536.83	40.98

 11/10/21


**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2021

**2%
6% ED INCENTIVE
SALARY WEEKLY HOURLY**

JOB CLASS = 1102

POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	48,635	935.29	24.94
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	51,226	985.11	26.27
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	55,873	1,074.48	28.65
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	60,516	1,163.78	31.03
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	65,159	1,253.05	33.41
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	68,637	1,319.94	35.20
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	73,783	1,418.91	37.84
POLICE OFFICER - 27 YEARS OF SERVICE	70,009	1,346.33	35.90
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	75,259	1,447.29	38.59
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	73,510	1,413.65	37.70
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	79,023	1,519.67	40.52
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	77,009	1,480.95	39.49
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	82,787	1,592.05	42.45
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	77,009	1,480.95	39.49

 11/10/21


**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2021

**2%
3% ED INCENTIVE
SALARY WEEKLY HOURLY**

JOB CLASS = 1102


POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	47,259	908.82	24.24
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	49,776	957.23	25.53
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	54,292	1,044.07	27.84
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	58,804	1,130.84	30.16
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	63,315	1,217.59	32.47
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	66,694	1,282.58	34.20
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	71,695	1,378.75	36.77
POLICE OFFICER - 27 YEARS OF SERVICE	68,028	1,308.23	34.89
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	73,129	1,406.33	37.50
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	71,429	1,373.64	36.63
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	76,786	1,476.66	39.38
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	74,830	1,439.03	38.37
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	80,444	1,546.99	41.25
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	74,830	1,439.03	38.37

 11/10/21

**BROCKTON POLICE ASSOCIATION
GROUP CODE 1013**

July 1, 2021

	SALARY	2% 0% ED INCENTIVE	
		WEEKLY	HOURLY
JOB CLASS = 1102			
POLICE OFFICER STEP 1- IN FIRST YEAR OF EMPLOYMENT	45,882	882.35	23.53
POLICE OFFICER STEP 2- ON ONE YEAR ANNIVERSARY	48,326	929.35	24.78
POLICE OFFICER STEP 3- ON TWO YEAR ANNIVERSARY	52,710	1,013.66	27.03
POLICE OFFICER STEP 4- ON THREE YEAR ANNIVERSARY	57,091	1,097.90	29.28
POLICE OFFICER STEP 5- ON FOUR YEAR ANNIVERSARY	61,470	1,182.12	31.52
POLICE OFFICER STEP 6- ON SIX YEAR ANNIVERSARY	64,752	1,245.23	33.21
POLICE OFFICER - 24 YEARS OF SERVICE *DAY SHIFT ONLY (JOB CLASS= 1100)	69,607	1,338.59	35.70
POLICE OFFICER - 27 YEARS OF SERVICE	66,046	1,270.12	33.87
POLICE OFFICER - 27 YEARS OF SERVICE *DAY SHIFT ONLY	70,999	1,365.37	36.41
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 5% COMPLETED 28 YEARS BUT LESS THAN 29 YEARS	69,349	1,333.63	35.56
POLICE OFFICER COMPLETED 29 YEARS BUT LESS THAN 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1101)	74,550	1,433.65	38.23
POLICE OFFICER - SUPPLEMENTAL LONGEVITY 10% COMPLETED 29 YEARS	72,650	1,397.12	37.26
POLICE OFFICER COMPLETED 29 YEARS *DAY SHIFT ONLY (JOB CLASS = 1103)	78,101	1,501.94	40.05
*POLICE OFFICER - LAST THREE YEARS OF EMPLOYMENT PER CONTRACT FOR THOSE WHO OPTED INTO PROGRAM PRIOR TO THE EXPIRATION OF 2004-2007 COLLECTIVE BARGAINING AGREEMENT	72,650	1,397.12	37.26

 11/1/21

APPENDIX A

(Domestic Violence in the Workplace Policy)

CITY OF BROCKTON
POLICY ON DOMESTIC VIOLENCE IN THE WORKPLACE

I. PURPOSE: The City of Brockton is committed to promoting the health and safety of our employees. The purpose of this policy is to heighten awareness of domestic violence and to provide guidance for employees and management to address the occurrence of domestic violence and its effects in the workplace.

II. DEFINITIONS:

- A. Domestic Violence:** A pattern of coercive behavior that is used by one person to gain power and control over another that may include physical violence, sexual, emotional and psychological intimidation, verbal abuse, stalking, and economic control. Domestic Violence occurs between people of all racial, economic, educational, religious backgrounds, in heterosexual and same sex relationships, living together or separately, married or unmarried, in short term or long term relationships. Domestic Violence is a major cause of injury to women, although men also may be also victims of such violence.
- B. BATTERER, PERPETRATOR, OR ABUSER:** The individual who commits an act of violence as defined above.
- C. BATTERERS', INTERVENTION PROGRAMS:** Programs that batterers attend are designed to eliminate violence in intimate relationships, to stop other forms of abusive behavior and to increase victim safety. Programs include, but are not limited to couples, marriage, or family counseling and other anger management courses.
- D. SURVIVOR OR VICTIM:** The individual who is the subject of an act of domestic violence.

III. POLICY:

- A. Early Intervention and Education Prevention Strategies**
 - 1. It is the City of Brockton to use early prevention strategies in order to avoid or minimize the occurrence and effects of domestic violence in the workplace. The City of Brockton will provide available support and assistance to employees who are survivors of domestic violence. This support may include: confidential procedures to enable employees to seek resource and referral information; additional security at the workplace; work schedule adjustments; leave necessary to obtain medical, counseling, or legal assistance and workplace relocation. Appropriate assistance will be provided based on individual need. In all responses to domestic violence, the City of Brockton will respect the confidentiality and autonomy of the adult survivor to direct his or her own life, to the fullest extent of the law.
 - 2. The City of Brockton will attempt to maintain, publish, and post in locations of high visibility, such as bulletin boards and break rooms, a list of resources for survivors and perpetrators of domestic violence, including but not limited to: **the national domestic violence hotline number (800) 799-SAFE, the employee assistance program**

number (800) 451-1834, the phone number and description of local domestic violence resources, and a list of local batterers' intervention programs.

B. Leave Options for Employees who are Experiencing Threats of Violence

1. At times, an employee may need to be absent from work due to family violence. The length of time should be determined by the individual's situation. This time period shall be determined through collaboration with the employee, their Department Head, the Director of Personnel, and a union representative if applicable.
2. Employees, supervisors, and department heads are encouraged to first explore whether paid options can be arranged which will help the employee cope with a family violence situation before deciding upon a formal unpaid leave of absence. Depending on the circumstances, this may include:
 - Arranging flexible work hours so that the employee can handle legal matters, court appearances, housing, and childcare.
 - Considering sick, vacation, personal leave, compensatory time, or leave without pay, when requests are for relatively short periods.

C. PROCEDURES FOR EMPLOYEES WITH PERFORMANCE ISSUES RELATED TO DOMESTIC VIOLENCE

1. While the employer retains the right to discipline employees for cause, the City of Brockton recognizes that victims of domestic violence may have performance or conduct problems such as chronic absenteeism or inability to concentrate as a result of the violence. When an employee subject to discipline confides that the job performance or conduct problem is caused by domestic violence, a referral for appropriate assistance should be offered to the employee.
2. The Department Head, in collaboration with the employee, Employee Assistance Counselor, Director of Human Resources and union representative should allow a reasonable amount of time for the employee to obtain assistance regarding the domestic violence. Department Heads should be mindful that the effects of domestic violence can be severe and may take extended periods of time to address fully.

D. DISCIPLINARY PROCEDURES FOR EMPLOYEES WHO COMMIT ACTS OF THREATS OF DOMESTIC VIOLENCE

1. The City of Brockton is committed to providing a workplace in which the perpetration of domestic violence is neither tolerated or excused. Any physical assault or threat made by an employee while on City of Brockton work sites, any city building, park, etc. or just the employee's workplace, during work hours, is a serious violation of the City of Brockton policy. This policy applies not only to acts against other employees, but to acts against all other persons, including intimate partners. Employees found to have violated this policy will be subject to corrective or disciplinary action, up to and including discharge.

2. Employees who are convicted of a crime as a result of domestic violence may be subject to corrective or disciplinary action including discharge, when such action affects the work performance of the employee.

IV. GUIDELINES REGARDING ASSISTANCE FOR SURVIVORS AND PERPETRATORS:

A. General Guidelines

The following information is provided to help those employees who are domestic violence survivors obtain the services they desire and to enhance the safety of City workplaces.

1. The City seeks to create a supportive workplace environment in which employees feel comfortable discussing domestic violence and seeking assistance for domestic violence concerns. If an employee discloses that they are a survivor of domestic violence, it is important that the Department Head, Employee Assistance Counselor, Director of Personnel, and union representative respond with the following, so as to avoid victim blaming:
 - ◆ You are not alone.
 - ◆ You are not to blame.
 - ◆ There is help available.
 - ◆ You do not deserve to be treated this way.
2. If a supervisor believes that an employee is in an abusive relationship, but the employee has not disclosed this to their supervisor, the supervisor should address any job performance issues and refer the employee to the Employee Assistance Program and/or community resources.
3. Recognizing the absence of services and support for survivors of domestic violence and that survivors may face threats of violence or death when they attempt to end a violent relationship, supervisors will make efforts to provide a nonjudgmental and supportive environment for the employee which is not dependent on the employee's decisions regarding the relationship.
4. A successful workplace intervention may consist of providing the employee with a non-judgmental place to discuss violence, information to begin accessing resources in the community, or assisting the employee in formulating a plan to increase that employee's safety.

B. GUIDELINES FOR DEPARTMENT HEADS/SUPERVISORS

The following information is provided to assure effective and responsive direction. Department Heads, supervisors, should:


1. Participant in domestic violence training as provided.
2. Be aware of physical or behavioral changes in employees and consult with the Human Resources Department/Employee Assistance Program/supervisor for advice. The Department Head/supervisor is not to diagnose or counsel the employee, but to refer

the employee to appropriate resources. The following behaviors may be associated with domestic violence: chronic absenteeism, inappropriate/excessive clothing, obsession with time, repeated physical injuries, chronic health problems (i.e. chronic pain), isolation, emotional distress, depression, distraction and excessive number of personal calls.

3. Be respectful of employees' personal choices. If the Department Head or supervisor observes signs and symptoms of violence, it is appropriate to convey concern regarding signs and to educate the employee regarding the resources available. It is critical that the Department Head/supervisor respect the employees' privacy and not pressure the employee to disclose any personal information.
4. Be responsive when an employee who is either the survivor or perpetrator of domestic violence asks for help. Immediately contact your Human Resources Department/Employee Assistance Program/Police Department for assistance.
5. Maintain the confidentiality of domestic violence circumstances and any other referrals under this policy to the extent permitted by law. Inform the other employees' of the domestic violence circumstances on a need to know basis only. Wherever possible, give advance notice to the employee who is experiencing domestic violence if you need to inform others about the domestic violence situation.
6. Work with the victim, Human Resources Department, Employee Assistance Program, the Law Department, union representatives, Police Department, and community domestic violence programs, if necessary, to assist the victim to develop a personal workplace safety plan (see Appendix A) and to make a reasonable accommodation of that plan.

When assisting an employee to develop personal workplace safety plan, ask what changes, if any, could be made at the workplace to make them feel safer. Survivors of domestic violence know his or her abusers better than anyone else. When it comes to their own safety, offer to assist them in developing a personal workplace safety plan, but allow them to decide what goes in the final plan. However, if it is determined that other employees or customers are at risk; it is essential to take measures to provide protection for them.

7. Make efforts, if possible, to adjust the survivor/employee's work schedule and or grant leave such as sick, vacation, personal leave, compensatory time, or leave without pay if the employee needs to take time off for medical assistance, legal assistance, court appearances, counseling, relocation, or to make other necessary arrangements to enhance his or her safety. Be sure to follow all applicable personnel policies and procedures, union contract provisions and statutes. This approved leave should not be held against the employee. The employee should maintain communication with their Department Head during their absence.
8. Maintain the confidentiality of the employee's whereabouts.
9. Work with the Human Resources Department and union representatives, if applicable, to relocate employee to an alternate work site, whenever feasible, if employee requests to relocate for safety reasons. If relocation is offered, it should not produce any reduction in pay, status or benefits.

 11/10/21

10. Review the safety of parking arrangements. Make sure that parking areas are well lit. Provide security escorts to parked car and priority parking near the building entrance for employees who fear an attack at work.
11. Post information with Human Resources Department approval, about domestic violence in your work area. Also, have information available where employees can obtain it without having to request it or be seen removing it. Some suggestions are: restrooms, lunchrooms or where other employee resource information is located.
12. Comply with all civil protection orders. If both the plaintiff and defendant in a civil protection order are employees of the City of Brockton, Department Heads must work with the Human Resources Department, the Law Department, Employee Assistance counselors and Police Department to ensure that the defendant is relocated to a workplace in which the defendant will have no contact with the plaintiff. If you observe violations of the protection orders, document these violations and call the Police Department and/or contact the Law Department.
13. Respect the employee's boundaries and privacy, even if you disagree with the decisions she/he is making regarding the relationship. A survivor of domestic violence may make numerous attempts to leave her/his batterer. It is often difficult to leave because of financial and childcare responsibilities, or threats of violence.
14. After consultation with the Human Resources Department and the Law Department, take any appropriate corrective or disciplinary action consistent with policy, procedure and collective bargaining agreements up to and including termination, against employees who commit acts of domestic violence at City of Brockton work sites as outlined in the policy or who are convicted of a crime as a result of domestic violence when such action affects the work performance of the employee.
15. Inform subordinates on a periodic basis about the employer's policy and procedures on encouraging work environments free from violence, threats and harassment.

V. OPTIONS AVAILABLE FOR EMPLOYEES:

A. SURVIVORS OF DOMESTIC VIOLENCE:

1. Talk with a trusted co-worker, supervisor, union representative or Department Head about your situation.
2. Contact your Employee Assistance Program Office: (800) 451-1834.
3. Contact the national domestic violence hotline at (800) 799-SAFE, the State Coalition Against Domestic Violence at (617) 248-0822, or the local domestic violence agency at (800) 281-6498.
4. Call the police if you are in immediate danger.
5. Notify your Department Head of the possible need to be absent and find out your leave options. Be clear about your plans to return to work and maintain communications

with your Department Head during your absence. If necessary and available, make alternate arrangements for receiving your paycheck.

6. Submit a recent photograph of the abuser and a copy of your protection order to your Department Head, the Law Department, and the Police Department. This assists your employer in identifying the abuser should he/she appear at your workplace.
7. Work with your Department Head, Police Department, Employee Assistance Program manager, or union representative to develop a safety plan. See appendix A.
8. Obtain assistance for and documentation of any physical and/or mental health consequences of the abuse (including old injuries) from your primary care provider.

B. OPTIONS FOR EMPLOYEES WHO ARE PERPETRATORS OF DOMESTIC VIOLENCE

1. Contact the nearest Employee Assistance Program Office at (800) 451-1834 for confidential consultation and resources.
2. Contact a batterer's intervention program at:
Brockton (508) 894-6980,
EMERGE in Cambridge (617) 547-9879 or
Common Purpose (617) 739-3831

C. OTHER EMPLOYEES WHO HAVE CONCERNS ABOUT DOMESTIC VIOLENCE

1. If you know or believe that a co-worker is a victim of domestic violence, communicate your concerns for her or his safety. Be clear that your role is to help and not to judge. Refer the employee to the Employee Assistance Program (800) 451-1834, a local domestic violence agency (800) 281-6498, or the national domestic violence hotline at (800) 799-SAFE. Maintain the confidentiality of the domestic violence circumstances and any other referrals under this policy to the extent permitted by law. Discuss the employee's situation with Employee Assistance counselor, Human Resources Department or a local domestic violence program for further guidance.
2. Report any threats or violence that you experience or witness to your Department Head, Human Resources Department, Police Department, or Employee Assistance Program.
3. Volunteer at a local domestic violence shelter or organize a workplace drive for domestic violence shelters.

Appendix A

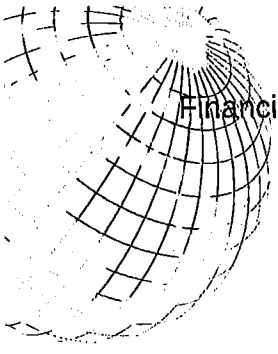
COMPONENTS OF A WORKPLACE SAFETY PLAN

- a. Consider obtaining a civil order for protection and make sure that it is current and on hand at all times. Include the workplace on the order. A copy should be provided to the police, your Department Head, the Director of Human Resources and the Law Department if the abusive partner should come to the work site. Ask co-workers, supervisors and/or Department Heads to call the police if the perpetrator threatens or harasses you at work or violates the civil order for protection in any way.
- b. Consider providing a picture of the perpetrator to your Department Head and/or police.
- c. Consider identifying an emergency contact person should your employer be unable to contact you.
- d. Review the safety of your parking arrangements.
- e. Consider having police escort you to and from your car or public transportation and/or obtaining special parking access.
- f. Consider requesting a change and/or unpredictable rotations of your work schedule, work site, or work assignment if such a change is possible and would enhance your safety at work.
- g. Consider having your telephone calls screened at work.
- h. Consider requesting additional security for your work site. It may be possible to post security near your work site, relocate your workstation to a more secure area, or provide you with a cellular phone for emergency use at work.
- i. Review the safety of your childcare arrangements. If you have a protective order, make sure the provider has a copy.

APPENDIX B

(Employee Assistance Program)

11/10/24



EMPLOYEE ASSISTANCE PROGRAM

Financial worries, aging parents, job stress, health issues - Everyone faces challenges from time to time, with your EAP you don't have to face these things alone.

This includes solutions such as:

ANYTIME, ANYWHERE

Reducing barriers to access through technology
INCLUDES: 24/7/365 Telephone Support,
Mobile App with Chat Functionality, Video
Counseling and Web Portal

PERSONAL ASSISTANT

Our Personal Assistant helps individuals with their 'to do' list. It can be difficult to find extra time in the day to manage everyday tasks. We help lighten the load through researching the best options to benefit you and your loved ones.

SERVICES INCLUDE: Entertainment & Dining, Travel & Tourism, Household Errands, Service Professionals

MENTAL HEALTH COUNSELING

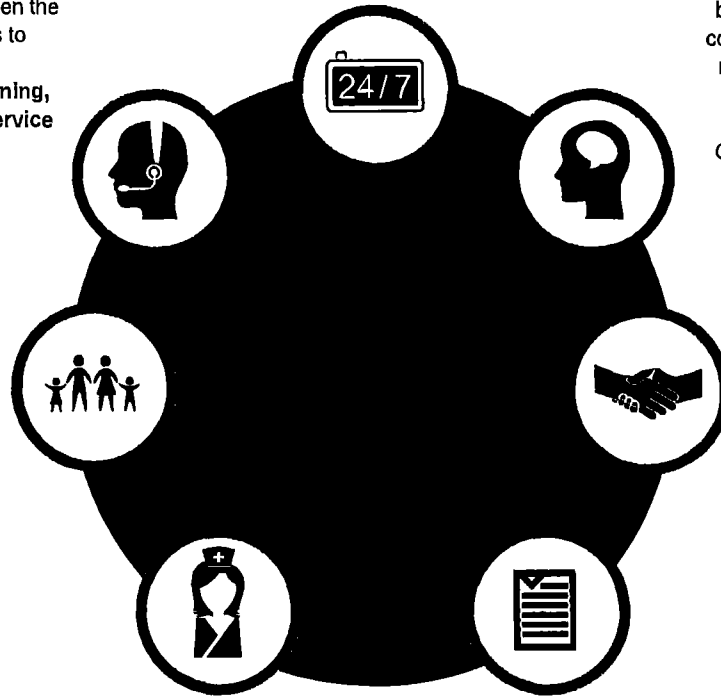
When overwhelmed with personal, work or life stressors, mental health counseling can be a lifesaver. Our licensed master's level counselors support you and your household members through difficult times providing confidential assistance 24/7.

WE HELP WITH: Family Conflict, Couples/Relationships, Substance Abuse, Anxiety, Depression

LIFE COACHING

We help employees and their household members meet their personal and professional goals. A life coach works actively to help individuals assess their current situation then develop goals and action steps to meet their stated expectations. A coach is accountability partner and helps individuals overcome obstacles to achieve their goals.

WE HELP WITH: Life Transitions, Creating Better Work/Life Balance, Setting Goals, Improving relationships



WORK/LIFE RESOURCES

Navigating the practical challenges of life, while handling the demands of your job can be stressful. Work/Life resources and referral services are designed to provide knowledgeable consultation and customized guidance to assist with gaining resolution to everyday hurdles.

RESOURCES INCLUDE: Adoption, Elder/Adult Care, Parenting, Child Care, Special Needs Support, Wellness

MEDICAL ADVOCACY

Medical Advocacy is a new approach to maneuvering through the healthcare system. It offers strategies to promote employee health, productivity, and well-being by serving patient populations throughout the entire lifespan and by addressing health problems in every category of disease classification and in all disease stages.

WE HELP WITH: Insurance Navigation, Doctor Referrals, Specialist Referrals, Care Transition, Discharge Planning, Adult Care Coach

LEGAL/FINANCIAL RESOURCES

Legal and Financial resources and referrals are available to connect employees with experienced, vetted professionals in their topical area of legal and financial needs.

RESOURCES INCLUDE: Divorce/Custody, Bankruptcy, Budgeting, Estate Planning/Wills, Personal Injury/Malpractice, Major Life Event Planning

PRIVATE, CONFIDENTIAL & FREE **FOR YOU AND YOUR HOUSEHOLD MEMBERS**

Your participation with your EAP is voluntary and strictly confidential. We do not report back to your employer about the things you discuss in private counseling conversations.

10/10/21

MY LIFE EXPERT

Feeling Connected & Supported 24/7-365

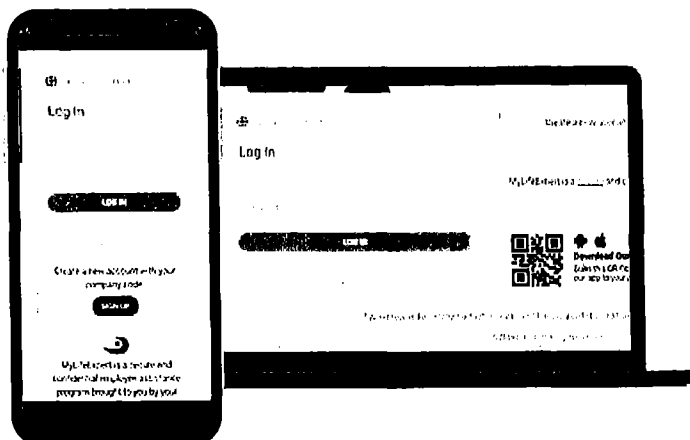
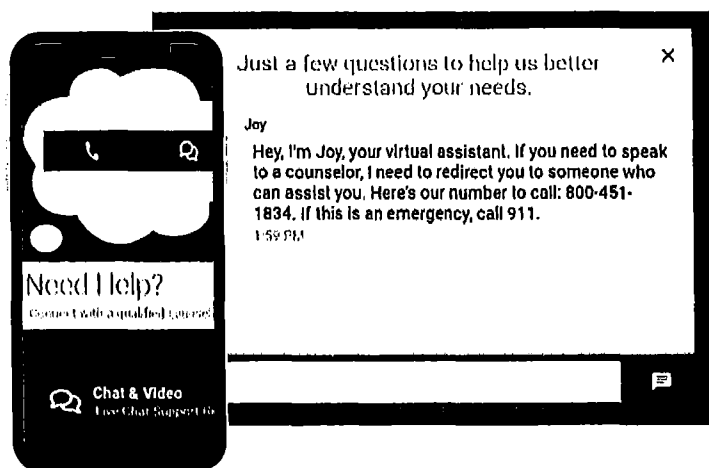
You can download the app to the home screen of your mobile device without even visiting an app store, by simply visiting **mylifeexpert.com** or scanning the **QR code** at the bottom of this page.

TO LOGIN:

- Click "create a new account with your company code"
- Insert your company access code
- Follow instructions included in the activation e-mail
- Play, learn, and discover!

COUNSELING:

Download the Life Expert app for 24/7 connectivity to counselors. This functionality includes access to a counselor via chat, video, and toll-free phone support.



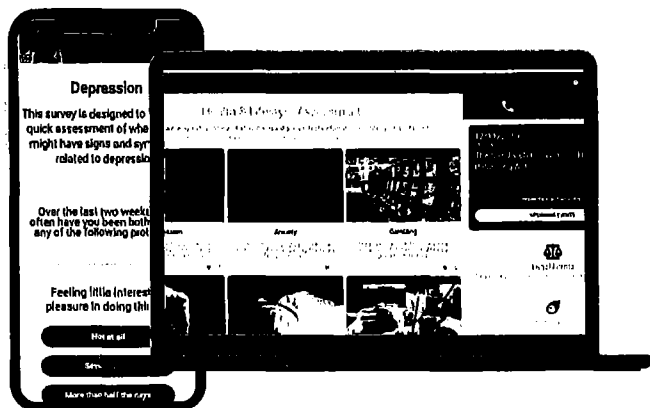
WORK & LIFE RESOURCES:

Life Expert provides access to thousands of up-to-date topic-related articles, videos and worksheets. Some topics include: Financial & Legal, Family, Education, Health, Wellness, Career, Military, everyday living and much more.



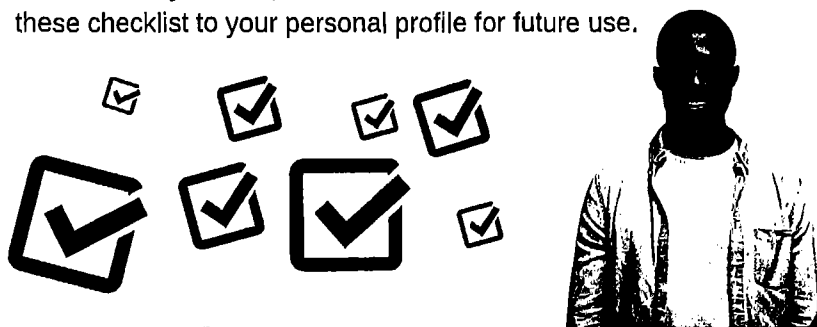
HEALTH & LIFESTYLE ASSESSMENTS:

Surveys are provided to you with a quick assessment on financial, health and addiction issues. These surveys are designed to deliver targeted resources and information to meet your needs. You can save these assessments and recommendations to your profile for future use.



INTERACTIVE CHECKLIST:

Life Expert provides you with interactive tools to help with issues such as family, health, and other life situations. You can save these checklist to your personal profile for future use.



Download App at: **mylifeexpert.com**

Company Access Code: **brockton**

Toll-Free: 1800-451-1834



Dr. Dubler

ALLONE
HEALTH

APPENDIX C

(Family & Medical Leave Policy)

CITY OF BROCKTON FAMILY MEDICAL LEAVE POLICY

The Family and Medical Leave Act was enacted in 1993 and amended in 2008 to help employees balance the demands of work and family, and to care for their own and their families' medical problems, without risking their jobs. The purpose of this policy is to define the policy and procedures of the City with regard to family leave as required by the Family and Medical Leave Act of 1993 (FMLA).

Eligibility


To be eligible for coverage under the FMLA, an employee must have worked for the City for at least 1,250 hours during the preceding twelve (12) month period. In other words, the hours of service requirement will be met if an employee has worked a total of 1,250 hours of service in the twelve (12) months immediately preceding the start of the FMLA leave. In determining whether an employee has met the 1,250 hours requirement, it is important to note that:

- Only the time actually worked, including overtime hours worked, is counted. Time not actually worked, including vacation, personal leave, sick leave, holidays, and any other form of paid time off (PTO), is not counted towards the 1,250 hours of service. Unpaid leave of any kind or periods of layoff are not counted.
- Time worked as a part-time, temporary, or seasonal employee counts toward the requirement.
- An employee returning from fulfilling a USERRA-covered military service obligation is credited with the hours of service that would have been performed but for the period of military service. The employee's pre-service work schedule can generally be used for calculations to determine hours that would have been worked during the period of military service.

Reasons for Leave

Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave (FMLA leave) for the following reasons:

- an employee's own serious health condition (including conditions related to pregnancy and childbirth);
- the birth and care of the employee's newborn child (leave must be completed within 12 months of the date of birth);
- placement of a child with the employee for adoption or foster care (leave must be completed within 12 months of the date of placement);
 - *FMLA leave for adoption or foster care placement requested under this policy must be supported by reasonable proof (e.g., documentation from the licensed adoption agency or relevant court documents).*

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- the serious health condition of the employee's child, parent (not parent in-law), spouse, or partner, requiring the employee's participation in care;
 - *Child must be under the age of 18 years of age or incapable of self-care because of a mental or physical disability.*
- any qualifying exigency arising out of the fact that the employee's spouse/partner, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation; or
- to care for a covered service member with a serious injury or illness if the employee is the spouse/partner, son, daughter, parent, or next of kin of the service member ("Military Caregiver Leave").
 - *An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the service member. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period.*


*****NOTE:** FMLA leave due to birth, adoption, or foster care placement qualifies for the full 12 work weeks of FMLA coverage, regardless of any period of physical disability. FMLA leave due to a serious health condition is limited to the timeframe indicated by the health care provider on the Medical Certification Form. Therefore, some serious health conditions may not require or be eligible for a FMLA leave of 12 weeks.

Calculation of Amount of FMLA Leave

Any FMLA leave taken by an employee during the preceding twelve (12) month period will be used to determine the amount of available leave pursuant to the Family and Medical Leave Act. The 12-month period is measured forward from the date an employee's first FMLA leave period begins. The next 12-month period would begin the next time FMLA leave is taken after completion of the prior 12-month period. For example, if an employee used four (4) weeks of leave beginning February 1, 2019, four weeks of leave beginning June 1, 2019, and four weeks of leave beginning December 1, 2019, the employee would not be entitled to any additional leave until February 1, 2020. On February 1, the employee would be entitled to four (4) weeks of leave and on June 1, the employee would be entitled to an additional four weeks, etc.

Employee eligibility is determined at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period. All FMLA absences for the same qualifying reason are considered a single leave and employee eligibility as to that reason for leave does not change during the applicable 12-month period.

*****NOTE:** Leave taken under a disability leave plan or as a workers' compensation absence that also qualifies as FMLA leave due to the employee's own serious health condition is designated as FMLA and counted against the employee's FMLA leave entitlement.

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Intermittent Leave

The 12 work weeks of leave do not need to be consecutive. When leave is taken for a serious health condition, it may be taken intermittently (in small blocks of time such as days or hours) or on a reduced work schedule if medically necessary. A work week consists of the number of hours an employee is regularly scheduled to work each week. A reduced or intermittent work schedule during the period of FMLA leave may result in an employee receiving FMLA for more than 12 calendar weeks but for the equivalent amount of hours. It is important to note that an hour of absence that qualifies for coverage under FMLA reduces the employee's available FMLA time by one hour.

When intermittent or reduced schedule leave is unpaid, the City will make salary deductions based on the amount of time actually worked. Employees who are on intermittent or reduced schedule leave may be temporarily transferred to an available alternative position to better accommodate the leave requirements. The temporary position will have equivalent pay and benefits as the employee's regular job.

An employee is not entitled to take intermittent leave for the birth and care of a newborn child or for the placement with the employee of a child for adoption or foster care said leave must be taken in continuous periods and within 12 months of the date of birth or placement.

Where a reduced or intermittent work schedule is requested due to planned medical treatment or due to a chronic serious health condition, the tentative date(s) on which treatment is to be given, the approximate duration of treatment, and its possible effects on the employee or the circumstances under which the chronic condition will necessitate leave **must** be included in the physician's certification. The employee must make a reasonable effort to schedule the treatment so as to not unduly disrupt the employer's operations.


Both Spouses Working for the City

When both spouses are employed by the City, they are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Eligible spouses are also limited to a combined total of 26 workweeks of leave in a single twelve (12) month period to care for a covered servicemember with a serious injury or illness ("Military Caregiver Leave")

The limitation on the amount of leave for spouses employed by the City does not apply to FMLA leave taken for the following FMLA-qualifying leave reasons:

- The care of a spouse or son or daughter with a serious health condition;
- A serious health condition that makes the employee unable to perform the essential functions of his or her job; and
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on "covered active duty."

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Employee Notice Requirements

Employees are required to give at least thirty (30) days advance notice to their Department Heads and the Human Resources Director for leaves that are foreseeable (ie. expected birth or placement of a child or planned medical treatment). However, if the need for leave was not foreseeable and must begin in less than thirty (30) days, the employee must provide notice as soon as is practicable.

If an employee does not provide at least thirty (30) days advance notice, and it was possible and practical to do so, the City may delay the FMLA leave until 30 days after the date that the employee provides the notice.

Required Certifications and Leave Forms

The employee is required to complete the following forms and submit them to the Human Resources Director:

- **Leave Request Form**: This form must also include your Department Head's signature acknowledging that they were informed of the request for leave and verifying your accrued leave balances, if applicable.
- **Insurance Disclosure Agreement**: This form must be completed to avoid any issues related to your insurance coverage. A completed and signed form is required, even if you do not participate in any City insurance programs.
- **Certification of Health Care Provider Form**: A certification issued by a health care provider is required to support an employee's request for leave. This certification form must be given to your physician (or to your eligible family member's physician) for completion and returned within 15 calendar days of the request.
 - ✓ WH-380-E Employee's Serious Health Condition
 - ✓ WH-380-F Family Member's Serious Health Condition
 - ✓ WH-384 Certification for Military Family Leave
 - ✓ WH-385 Certification for Serious Injury or Illness of a Current Service Member
 - ✓ WH-385-V Certification for Serious Injury or Illness of a Veteran

Note: This certification form must be given to your physician (or to your eligible family member's physician) for completion. Your physician shall submit the completed forms directly to the Human Resources Director, via fax, email or US Mail.

Human Resources will review the documents for completeness and adherence to this policy. If the form(s) is not completed correctly, or if there is additional information needed, Human Resources will contact the employee in writing. By way of example:

- A certification is considered incomplete if one or more applicable entries have not been completed.
- A certification is considered insufficient if the information provided is vague, ambiguous, or non-responsive, including but not limited to, if it fails to clearly set forth the following

details:

- Date on which the serious health condition began.
- The probable duration of the condition.
- A brief statement of treatment including appropriate medical facts within the knowledge of the health care provider about the condition.
- If the employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
- For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence is needed to care for the family member.
- If taking intermittent leave or a reduced leave scheduled for planned medical treatment, the dates on which such treatments are expected to be given, the duration of such treatments, and a statement of medical necessity for taking intermittent leave or working on a reduced schedule.

If an employee fails to provide a complete and sufficient certification despite the opportunity to cure the deficiency, the City may deny the employee's request for FMLA leave.

Notice of Eligibility

When an employee requests FMLA leave, or when the City knows that an employee's leave may be for an FMLA-qualifying reason, Human Resources will notify the employee of the eligibility to take FMLA leave within five (5) business days of receipt, absent extenuating circumstances.

If the employee is not eligible for FMLA leave, the notice will state at least one reason why the employee is not eligible. Notification of eligibility will be in writing generated by the Human Resources Director and forwarded to the employee. The employee's Department Head will also be copied on the correspondence.

Additional Medical Certification

In the event Human Resources thinks additional information is needed or has reason to doubt the validity of the employee's first medical certification, Human Resources can require an employee to submit to a second medical examination. The second physician shall be designated and paid by the City.

If the second opinion is different from the first certification, the City shall require an employee to be available for a third medical examination. The third physician shall be designated by both the employee and the City, and will be at the City's expense. The third physician's opinion is final and binding on the City and the employee.

Note: This certification form must be given to your physician (or to your eligible family member's physician) for completion. Your physician shall submit the completed forms directly to the Human Resources Director, via fax, email or US Mail.

Recertification

The City may, under certain circumstances, request that an employee "recertify" his or her

serious health condition or the serious health condition of his or her family member within the same leave year.

The City may request the employee provide a recertification no more often than every 30 days and only when the employee is actually absent or has requested to be absent. The following reasons demonstrate when the City may seek recertification:

- The employee requests an extension of leave,
- The circumstances described by the previous certification have changed significantly, or
- The employer receives information that casts doubt on the employee's stated reason for the absence or the continuing validity of the existing medical certification.

The City may ask for the same information in a recertification as that permitted in the initial medical certification. As with the initial certification, in most circumstances, the employee has 15 calendar days after the employer's request to provide a complete and sufficient recertification. The employee is responsible for paying for the cost of a recertification.

During recertification the City may provide the health care provider with a record of the employee's absence pattern, such as an attendance record of FMLA leave use, and ask the health care provider if the serious health condition and need for leave is consistent with the absence pattern provided.

The City may request recertification every six months in connection with an absence. If the initial medical certification indicates that the employee will need intermittent or reduced schedule leave for longer than six months, including cases where the serious health condition has no anticipated end, the employer may request a recertification every six months, but only in connection with an absence by the employee.

Note: This certification form must be given to your physician (or to your eligible family member's physician) for completion. Your physician shall submit the completed forms directly to the Human Resources Director, via fax, email or US Mail.

Annual Medical Certification

Where the need for leave for an employee's or family member's serious health condition lasts beyond a single leave year, the City requires a new certification in each subsequent FMLA leave year. Because it is a new certification and not a recertification, the City may seek second and third opinions for these new medical certifications, as well as authenticate or clarify the certification with the health care provider.

*****NOTE: The employee's failure to provide any of the certification(s) or recertification(s) reasonably required by the City as set forth above may result in denial of the employee's request for FMLA leave.**

Paid Leave

All employees taking FMLA leave will be required to use all accrued and unused sick leave during their absence. In the event an employee exhausts all available sick time during his/her leave, then

he/she may, in his/her sole discretion, use any accrued and unused paid time off including personal time, compensatory time, time due and/or vacation. **Employees shall indicate on their initial request for FMLA leave whether they will opt to use paid time off once all available sick leave has been exhausted.** Once the employee exhausts his/her paid leave in accordance with this section, unpaid leave will commence for the remainder of the leave.

Insurance and Benefits

I. Group Health Insurance

An employee shall be entitled to maintain group health insurance coverage on the same basis as if they had continued to work for the City. To maintain uninterrupted coverage, the employee will have to continue to pay their share of insurance premium payments. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

The payment shall be made either in person or by mail **no later than the 15th day of each month** to:

Human Resources Department
45 School Street
Brockton, MA 02301

If the employee's payment is more than thirty (30) days overdue, the coverage will be dropped by the City.

If the employee does not return to work upon expiration of the FMLA leave, the employer may seek reimbursement from the employee of the premiums paid for maintaining health coverage during the leave provided that the employee's failure to return is for a reason other than a serious health condition or circumstances beyond the control of the employee.

II. Life Insurance


The City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee will be responsible for making those payments, along with health care payments.

III. Earned benefits

The employee will not accrue any vacation time, sick leave, holiday, personal leave, floating holidays, clothing allowance, seniority, bereavement leave, or other benefits during any unpaid part of leave.

The use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

After returning from FMLA leave, the employee will receive all accrued and unused vacation time, sick leave, seniority and other benefits for which they were eligible prior to start of the

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leave.

Extension of Leave

An employee who needs to be absent from work beyond the twelve (12) week work period covered by FMLA (or for an employee not covered by this policy), may be eligible for an extension of their leave. *For more information, please refer to your respective collective bargaining agreement and/or City Ordinances.*

*****NOTE: An employee's job is not protected while on a leave not covered by FMLA.**

Return To Work

During the period of FMLA leave, the department may require reports from the employee at reasonable intervals (generally 30 calendar days or more) on their status and intention to return to work. An employee should notify their supervisor in writing if they will not be returning from leave as planned. Failure to return to work at the end of the scheduled leave may be considered a voluntary resignation.

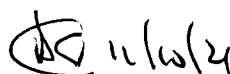
A "Return to Work Certification Form" must be completed by you and your physician and submitted to Human Resources no later than three to five (3-5) business days prior to your return to work. **This form is NOT required if you are on FMLA leave for a family member.**

Record Keeping

The employee's department shall monitor the day-to day leave tracing for the employee and promptly notify Human Resources of all hours used for FMLA leave.

All medical documentation, along with a copy of the employee's application for FMLA leave under this policy, will be kept in Human Resources. Medical documentation under this policy is kept separate from employee personnel files and is confidential.

Further information and/or forms can be found on the Human Resources website at:
<https://brockton.ma.us/city-departments/human-resources/>.

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DEFINITIONS

Parent:

A biological, adoptive, step or foster father or mother or an individual who stood in loco parentis (a person who is in the position or place of a parent) to an employee when the employee was a child. This term does not include parents "in-law".

Child:

A son or daughter who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability. And who is a biological child, an adopted child, a foster child (a child for whom the employee performs the duties of a parent as if it were the employee's child), a step-child (a child of the employee's spouse from a former marriage), a legal ward (a minor child placed by the court under the care of a guardian), or a child of an employee standing in loco parentis.

Please note: The FMLA regulations provide separate definitions of "son or daughter" for its military family leave provisions that are not restricted by age.

Spouse:

A husband or wife recognized under state law for purposes of marriage in the State in which the marriage was entered into. This definition includes an individual in a same-sex or common law marriage that was entered into in a State that recognizes such marriages. In the case of a marriage entered into outside of any State, the marriage is recognized if the marriage is valid in the place where entered into and could have been entered into in at least one State.

Incapable of Self Care:

The individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living including cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephone and directories, using a post office, etc.

Physical or Mental Disability:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual as regulated under 29 CFR part 1630, issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA).

Serious Health Condition:

An illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential medical care facility, or that involves continuing treatment by a health care provider. If inpatient care is not required, absence from work (or school, in the case of a child), or incapacity from normal activities is part of the definition of "serious health condition."

The period of actual physical disability associated with childbirth is considered a serious health condition and qualifies for Family & Medical Leave, whether as paid or unpaid leave.

Also included in the definition of "serious health condition" are chronic conditions which require periodic treatments, or conditions that may cause episodes of symptoms preventing the employee

from reporting for work. Examples of such conditions may include, but are not limited to, most cancers, back conditions requiring extensive therapy or surgery, severe arthritis, severe nervous disorders, Alzheimer's disease, and kidney disease.

Non-Serious Medical Conditions:

Ordinarily, unless complications arise, the following are examples of conditions that do not meet the definition: common cold, flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, cosmetic treatments, etc.

Incapacity:

Inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

Treatment:

Examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical exams, eye exams, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g. oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves, or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to the health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FML.

Eligible employees:

Employees who have been employed by the City for: (1) at least 12 months; and (2) at least 1,250 hours during the 12 months before the start of the leave. (NOTE: The required 1,250 hours do not have to be worked during consecutive months. However, the 1,250 hours of work requirement applies to the 12 months immediately preceding the start of the leave.)

Employment Benefits:

All benefits provided by the City to employees including but not limited to; group life insurance, health insurance, annual and sick leave, educational benefits, and retirement contributions.

Family and Medical Leave:

A job-protected leave without pay (or use of an employee's accrued leave with pay) for up to 12 workweeks (or up to 26 weeks for qualified Military leave) during a Leave Plan Year for the reasons specified in this policy in conformance with the federal Family and Medical Leave Act (FMLA) of 1993.

Healthcare Provider:

Healthcare providers include: (1) doctors of medicine or osteopathy who are authorized to practice medicine or surgery (as appropriate) by the state in which the doctors practice; (2) any other person determined by the Secretary of the Department of Labor to be capable of providing health care services; and (3) others capable of providing health care services to include only podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners and nurse-midwives authorized to practice in the state and performing within the scope of their practice as defined under state law. This also includes Christian Scientist practitioners listed with the First Church of Christ, Scientist in Boston, although an employee or family member may be required to submit to a medical examination for a second or third opinion (not treatment) from a non-Christian Science practitioner.

Qualified Exigency Leave:

Military leave which may be used for such pressing or urgent situations as:

- short-notice deployment (defined as notice of an impending call or order to active duty within seven days of the date of deployment);
- military events and related activities, such as informational briefings, family assistance programs, or official ceremonies and events;
- childcare and school activities, including arranging alternative childcare, caring for children on an immediate, urgent basis, and attending school meetings;
- making financial and legal arrangements, such as executing powers of attorney, obtaining military identification cards, or preparing a will or trust;
- counseling;
- rest and recuperation (that is, to spend time with a military family member who is on short term rest and recuperation leave);
- post-deployment activities, including arrival ceremonies, reintegration events, and issues relating to the death of a military family member; and
- other events arising out of a family member's service that may qualify, as long as the employer and employee agree that it qualifies, and agree on the timing and length of leave to be taken.

APPENDIX D

(Sexual Harassment Policy)

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CITY OF BROCKTON SEXUAL HARASSMENT POLICY

Introduction

It is the policy of the City of Brockton to promote and maintain a workplace that is free from harassment including **sexual harassment**. Sexual harassment in the workplace is unlawful. It constitutes unlawful sex discrimination in violation of Title VII of the Civil Rights Acts of 1964 and Massachusetts General Laws Chapter 151B, Section 1. It is against the law and a violation of City policy for any City employee to sexually harass another employee or a member of the public with whom the employee comes in contact on the job.

Any employee found to have engaged in sexual harassment in violation of this policy is subject to disciplinary action up to and including termination of employment.

The City of Brockton takes allegations of sexual harassment seriously. We will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate. The City has provided a procedure by which inappropriate conduct shall be addressed.

Furthermore, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful.

Definition of Sexual Harassment

The legal definition of sexual harassment is broad. The alleged harassing conduct will depend upon the totality of the circumstances including the severity of the conduct and its pervasiveness. There are two different types of sexual harassment.

1) One type, which is often referred to as "**quid pro quo**" harassment, is set forth in Massachusetts General Laws Chapter 151B Section 1. It includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when

- submission or rejection of such advances, request or conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

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- submission to or rejection of such conduct by an individual is used as a basis for employment decisions, including hiring, firing, promotions, compensation, etc. affecting that individual.

In other words it is sexual harassment if an employee is told or reasonably led to believe that engaging in sexual conduct will have a positive effect in his or her employment situation or that failure to engage in sexual conduct will have a negative effect on his or her employment status.

2) The other type of sexual harassment, also described in Massachusetts General Laws Chapter 151B Section 1, is "**hostile environment**" sexual harassment, which exists when

- The unwelcome sexual advances, requests or conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, humiliating or sexually offensive working environment.

Among the things that can contribute to a hostile workplace or environment are

- Discussions of individuals employee sexual activities and/or interests
- Magazines, books, posters, etc., that display men or women in various stages of undress or in provocative poses
- Parties or celebrations that feature items or performances of a sexual nature
- Touching or commenting on any traditionally sexual part of a person's body
- Continuing to invite an individual to engage in social or sexual activities after being informed that the individual is not interested
- Continuing to refer to an individual using demeaning or inappropriate language after being asked to stop
- Continuing to touch an individual in a traditionally nonsexual area of the body after being informed that such conduct is not welcome
- Jokes or stories of a sexual nature

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- Verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual

******Whether behavior creates a hostile environment will ultimately turn on the specific facts of the situation**

Sexual harassment can take many forms.


- A man or a woman may be the harasser
- The harassment may be between two individuals of the same sex
- The harasser does not necessarily have to be the victim's supervisor
- The victim does not necessarily have to be the one to whom the remarks or conduct are directed. The victim's ability to work may be adversely affected by an intimidating or hostile working environment created by the behavior between others
- The harasser or the victim may be a member of the public who comes into contact with City employees

All employees need to understand that it is essential to maintain professional, friendly and cooperative working relationships in the workplace.

Sexual remarks, advances, or unwelcome conduct interferes with maintaining those relationships. When such conduct appears to offer a "quid pro quo" or creates a "hostile work environment", such conduct is unlawful and will not be tolerated.

Sexual Harassment Complaint Process

Complaint Officers- the City of Brockton has designated the Director of Personnel, City Hall, Personnel Department, 45 School Street, Brockton, MA 02301, (508) 580-7820 and Mayor's Deputy Chief of Staff, City Hall, Mayor's Office, 45 School Street, Brockton, MA 02301, (508) 580-7123 as the Complaint Officers. He/she is vested with the authority and responsibility of processing all harassment complaints in accordance with the procedure outlined below

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Procedure

1) Any employee of the City who believes that he/she has been subjected to harassment, including sexual harassment, will report the incident to the complaint officer as soon as possible so that it may be addressed promptly.

2) The Complaint Officer will attempt to resolve the problem in a formal and expeditious manner through the following process:

a) The Complaint Officer will confer with the individual who feels he or she was subjected to harassment, the Complainant, to obtain a clear understanding of that individual's statement of facts.

- After meeting with the complainant, the complainant shall put the complaint of harassment in writing.

b) The Complaint Officer will then meet with the alleged harasser in order to obtain his or her response to the complaint.

c) The Complaint Officer may hold as many meetings with the parties as is necessary to obtain factual information.

d) The Complaint officer will also meet with witnesses or other individual's who may have pertinent information.

3) The investigation will be processed in an expeditious manner with a completion time goal of two weeks. Upon completion of the investigation, the complaint officer shall prepare a report outlining the findings and submit said report to the Mayor.

The Complaint officer, to the extent appropriate, will inform the person filing the complaint and the person alleged to have committed the conduct, of the results of the investigation.

If it is determined that inappropriate harassing conduct has been committed by one of the City's employees, the City will take such disciplinary actions as is appropriate under the circumstances.


The **disciplining action** may include an oral warning or reprimand, a written warning or reprimand to be placed in the personnel file, suspension, demotion, termination or a combination of the above.

The report of the investigation and all documentation shall be kept in the Complaint Officers confidential files.

4.) The Complaint Officer will prepare a written summary of the disciplinary action taken by the City. Both the Complainant and the alleged harasser shall receive a copy of the written summary.

If the complaint is substantiated, the summary shall be placed in the personnel file of the harasser.

Parties to the investigation maintain the right to grieve and or arbitrate the results of said investigation.

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State and Federal Remedies

In addition to the above procedures, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both the government agencies set forth below.

Using our complaint process does not prohibit you from filing a complaint with these agencies.

*****Each agency has a short time period (statute of limitations) for filing a claim


*****EEOC - 300 Days

*****MCAD - 300 Days

EEOC-The United States Equal Employment
Opportunity Commission
1 Congress Street 10th Floor
Boston, MA 02114
(617) 565-3200

MCAD - The Massachusetts Commission against Discrimination
Boston Office
1 Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Springfield Office
424 Dwight Street, Room 220
Springfield, MA 01103
(413) 739-2145

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