

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON (THE CITY)
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF
BROCKTON BUILDING AND CONSTRUCTION TRADES (THE UNION)
(JULY 1, 2019 – JUNE 30, 2022)**

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

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

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

1. Base Wages:

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

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

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

2. COVID-19 Bonus

In recognition of the work performed by the membership during the Covid-19 pandemic, the City will remit a one-time payment to each current member of the bargaining unit in the amount of one thousand (\$1,000.00) dollars.

3. Qualifications and Licenses

Effective March 1, 2022, Article XX: Qualifications and Licenses, Licensure Pay Increase, shall be amended as follows:

Strike

... "up to three (3) licenses"

Replace with

... "up to five (5) licenses"

4. Janus v. AFSCME:

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

ARTICLE II 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.

5. Housekeeping:

a. Removal of City Policy from CBA:

The parties agree to remove the Code of Ethics Policy (the "policy") attached to the CBA and to delete any and all references to the policy from the CBA. Specifically, the parties agree to amend the CBA as follows:

Delete Subsection 1 (Ethics Policy) from Article XXXV Miscellaneous Provisions

Remove Code of Ethics

b. Health Insurance:

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

Amend Title of Article XXIV from Group Insurance to Life Insurance Coverage

Delete Article XXIV in its entirety
with the exception of Life Insurance in the amount of \$5,000.00

Delete Article XXXI Flexible Spending Account (FSA) in its entirety

Delete Subsection 2 (Master Medical Premium Increase) and
Subsection 3 (Elimination of Medicare Part B Reimbursement) from
Article XXXV Miscellaneous Provisions

Remove Attachment A: Increase In Employee Contribution to
Master Medical Health Insurance

Attachment B: Medicare Part B 75% Reimbursement

Dated this 14th day of February, 2022.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,



CITY OF BROCKTON,
By Its Mayor,



ROBERT F. SULLIVAN

APPROVED AS TO FORM:



Law Department