

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**City of Brockton**  
**And**  
**SEIU, Local 888: Brockton Department Heads Unit**  
**(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 except as provided herein. Upon bargaining unit ratification, joint execution of this Memorandum of Agreement, 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.

**1. Base Wages:**

Effective July 1, 2021, base wages shall be increased for all unit members by two percent (2.0%). 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 two (2.0%) percent base wage increase.

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

**2. Cash Payments:**

Effective July 1, 2021, all unit members shall receive a cash payment as follows:

- a. One Thousand Dollars (\$1,000) for FY2020; and
- b. One Thousand Eight Hundred Dollars (\$1,800) for FY2021.

**3. Educational Incentive**

Article XXIX: Educational Incentive shall be amended as follows:

*Delete:*

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

- 1% - for a Bachelor's Degree.
- 1% - for a Master's Degree.
- 1% - for a Doctorate

*Replace with:*

Effective July 1, 2021, employees with higher education degrees shall receive a base pay increase as follows:

- c. \$2,500 per year for a Bachelor's Degree;
- d. \$3,000 per year for a Master's Degree; and
- e. \$3,500 per year for a Doctorate.

The aforementioned payments shall be paid out in equal amounts in the employee's regular paycheck and shall be non-cumulative, i.e. an employee with multiple degrees may only receive compensation for their highest degree earned.

**4. Longevity:**

Article XX – Longevity, subsection (a) shall be amended to add additional annual longevity increment payments as follows:

<i>Add:</i>	Over 30 .....	\$1500.00
	Over 35.....	\$2000.00

**5. Director of Council on Aging:**

Effective July 1, 2021, "Appendix A" shall be amended to place the Director of the Council of Aging position at the same pay scale as the Director of Veteran's Services position (Munis job code: S-54A). Effective July 1, 2021, the incumbent Director of the Council of Aging shall be compensated at Step 4 on the amended pay scale.

**6. City Engineer:**

Effective July 1, 2021, "Appendix A" shall be amended to place the City Engineer position at the same pay scale as the Superintendent of Parks and Procurement Officer positions (Munis job code: S-56D). Effective July 1, 2021, the incumbent City Engineer shall be compensated at Step 4 on the amended pay scale.

**7. Juneteenth:**

Effective July 1, 2021, Article X-Holidays shall be amended to add Juneteenth to the list of holidays provided under the Article.

**8. Janus v. AFSCME:**

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

**XVII. AGENCY SERVICE FEE/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.

**9. Housekeeping:**

**a. Health Insurance:**

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

*Delete*                      Subsections (a) and (b) of Article XXI - Health Insurance

Dated this 29 day of July, 2021.

SEIU, 888,

Traugott A  
Phil Min 7/29/21

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CITY OF BROCKTON,  
By Its Mayor,

Robert F. Sullivan  
ROBERT F. SULLIVAN

APPROVED AS TO FORM:

[Signature]  
Law Department