

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF
PUBLIC EMPLOYEES' LOCAL UNION 1162 OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA
(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 Public Employees' Local Union 1162, representing the Laborers' bargaining unit (the "Union"), hereinafter, 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.

1. Base Wages FY21:

- i. Effective July 1, 2021, base wages shall be increased for all unit members by one dollar and fifty cents (\$1.50) per hour.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the \$1.50 per hour base wage increase.

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

- ii. Effective January 1, 2022, base wages shall be increased for all unit members by fifty cents (\$0.50) per hour.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the \$0.50 per hour base wage increase.

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

- iii. Effective June 30, 2022, base wages shall be increased for all unit members by fifty cents (\$0.50) per hour.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the \$0.50 per hour base wage increase.

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

The parties agree that there shall be no retroactive base wage increases for FY19 and FY20.

2. 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 one thousand five hundred (\$1, 500.00) dollars payable in the second payroll following funding of this MOA by City Council.

3. Juneteenth:

Effective July 1, 2021, Article 13-Holidays shall be amended to add Juneteenth to the list of holidays provided under the Article.

4. Janus v. AFSCME:

To comply with *Janus v. AFSCME*, the parties agree to strike Article 2 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.

5. Housekeeping:

i. 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: **"Section 29.10 (Article 29-Miscellaneous) Ethics Policy**

Remove: **Code of Ethics**

ii. 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 CBA as follows:

Amend Title of Article 20 from Health And Life Insurance Coverage to Life Insurance Coverage

Delete Subsections 20-01, 20-02, 20-03 and 20-04 in their entirety, with the exception of Life Insurance in the amount of \$5,000.00.

Delete The following subsections from Article 29-Miscellaneous in their entirety.

Subsection 29.10 Flexible Spending Account

Subsection 29.12 Master Medical Premium Increase

Subsection 29.13 Elimination of Medicare Part B Reimbursement

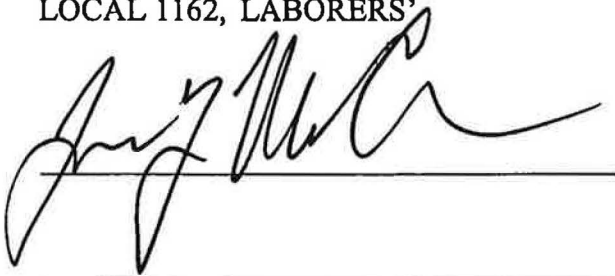
Remove The following attachments to the CBA in their entirety:

ATTACHMENT A: Increase in Employee Contribution to Master Medical Health Insurance


ATTACHMENT B: Medicare Part B 75% Reimbursement

Dated this 23rd day of September, 2021.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162, LABORERS'



CITY OF BROCKTON,
By Its Mayor,


ROBERT F. SULLIVAN

APPROVED AS TO FORM:


Law Department