

MEMORANDUM OF AGREEMENT
Between the
City of Brockton
And
SEIU, Local 888: Brockton Library Unit
(July 1, 2019 – June 30, 2022)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the City of Brockton (the “City”) and S.E.I.U. Local 888, representing the Brockton Library bargaining unit (the “Union”), hereinafter, the “parties,” setting 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 and one quarter percent (2.25%). 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 and one quarter percent (2.25%) base wage increase.

Quoted salary amounts in Appendix “A” are subject to verification of mathematical calculations by the Auditor’s Office.

2. Longevity Payments:

Effective July 1, 2021, longevity payments provided under Article 22 shall be increased by one hundred dollars (\$100). Article 22-Longevity Increments shall be amended as follows:

Delete:

Longevity payment for full-time employees will be increased by \$300.00 on each increment for FY' 13.

Longevity payment for part-time employees will be increased by \$200.00 on each increment for FY' 13.

Full-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	FY '11	FY '12	FY '13
FULL TIME			
Five (5) years of service but less than ten (10) years of service	\$180.00	\$180.00	\$480.00
Ten (10) years of service but less than fifteen (15) years of service	\$450.00	\$450.00	\$750.00
Fifteen (15) years of service but less than twenty (20) years of service	\$650.00	\$650.00	\$950.00
Twenty (20) or more years of service	\$950.00	\$950.00	\$1,250.00
twenty-five (25) years of service or more	\$1,050.00	\$1,050.00	\$1,350.00

Part-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	FY '11	FY '12	FY '13
PART TIME			
Five (5) years of service but less than ten (10) years of service	\$110.00	\$110.00	\$310.00
Ten (10) years of service but less than fifteen (15) years of service	\$290.00	\$290.00	\$490.00
Fifteen (15) years of service but less than twenty (20) years of service	\$420.00	\$420.00	\$620.00
Twenty (20) or more years of service	\$610.00	\$610.00	\$810.00
twenty-five (25) years of service or more	\$670.00	\$670.00	\$870.00

Replace with:

Effective July 1, 2021, Full-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	AMOUNT
FULL TIME	
Five (5) years of service but less than ten (10) years of service	\$580.00
Ten (10) years of service but less than fifteen (15) years of service	\$850.00
Fifteen (15) years of service but less than twenty (20) years of service	\$1,050.00
Twenty (20) or more years of service	\$1,350.00
Twenty-five (25) years of service or more	\$1,450.00

Effective July 1, 2021, Part-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	AMOUNT
PART TIME	
Five (5) years of service but less than ten (10) years of service	\$410.00
Ten (10) years of service but less than fifteen (15) years of service	\$590.00
Fifteen (15) years of service but less than twenty (20) years of service	\$720.00
Twenty (20) or more years of service	\$910.00
Twenty-five (25) years of service or more	\$970.00

3. Cash Payments:

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

- a. Two Thousand Dollars (\$2,000) for full-time employees; and
- b. One Thousand Dollars (\$1,000) for part-time employees.

4. Secretary to Library Director:

Effective July 1, 2021, Article 2- Union Recognition shall be amended to retitle the Secretary to Library Director position to "Senior Administrative Assistant".

Effective July 1, 2021, "Appendix A" shall be amended to place the Senior Administrative Assistant at the "Professional II" (Grade 6) pay scale.

Effective July 1, 2021, the incumbent Secretary to Library Director (now Senior Administrative Assistant) will be compensated at Step 8 on the amended pay scale.

The attached job description for the Senior Administrative Assistant is incorporated herein by reference.

5. Principal Library Assistant:

Effective July 1, 2021, Article 2- Union Recognition shall be amended to retitle the Principal Library Asst. Technician position to "Administrative Assistant".

The attached job description for the Administrative Assistant position is incorporated herein by reference.

6. Juneteenth:

Effective July 1, 2021, Article 16-Holidays shall be amended to add Juneteenth to the list of holidays provided under the Article.

7. Management Rights:

Article 13-Management Rights shall be amended to strike references to "proper cause" and replace with "just cause". The new Article 12 shall read as follows:

ARTICLE 12 - MANAGEMENT RIGHTS

All functions having to do with the management of municipal affairs of the Employer concerning the department covered by this Agreement, and all policies, authority and responsibility for the conduct of same, the management of the working forces, the right to hire, promote and, for just cause, to transfer, suspend or discharge, are the proper prerogatives of the Employer, provided however, that such actions are not inconsistent with the terms of this Agreement. Just cause for firing and suspension shall not include controversy over the selection of materials for acquisition by the Library or their distribution to patrons nor refusal to divulge or explain registration or circulation records to a non-library third party.

8. Janus v. AFSCME:

To comply with *Janus v. AFSCME*, the parties agree to strike Article 3 in its entirety and replace with the following:

ARTICLE 3- 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. City Policies:

The parties agree to remove the attached policies from the CBA:

Appendix B: Policy on Domestic Violence in the Workplace

Appendix C: City of Brockton Employee Assistance Program

Appendix D: City of Brockton Family & Medical Leave Policy

Appendix E: City of Brockton Sexual Harassment Policy

Appendix F: City of Brockton Drug and Alcohol Policy

b. Health Insurance:

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

Delete: ARTICLE 27: Medical & Life Insurance Coverage in its entirety

Replace With:

ARTICLE 27 MEDICAL & LIFE INSURANCE COVERAGE

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.

Effective July 1, 1998, the Employer shall provide a voluntary Dental Plan, for which employees shall, if they chose to enroll, pay through payroll deduction, no more than 50% of the cost of the premium.

The parties agree that any member of the part-time bargaining unit who has received health and/or life insurance benefits during 1987 shall continue to receive said benefits during the life of this contract, unless that employee's hours of work shall have been reduced beneath twenty (20) hours average per week through no action of the Employer.

A newly hired member of the part-time bargaining unit shall receive health insurance coverage if such employee shall average twenty (20) hours or more of work per week in an eight (8) week period. If the Employer shall reduce the average hours worked of

such employee so as to cause the employee to average fewer than twenty (20) hours of work per week for a period of eight (8) weeks, the employee shall have the right to grieve the reduction in hours to the Public Employee's Personnel and Labor Relations Board on the sole question of whether or not the Employer had just reason for said reduction. The decision of the Board shall be final and binding upon all parties and there shall be no further right to review.

Effective July 1, 2003 the City will provide term life insurance coverage in the amount of 5,000 per employee. The employer and the employee will pay fifty percent (50%) of this coverage.

Remove ATTACHMENT K: Increase in Employee Contribution to Master Medical Health Insurance in its entirety

c. Vacation Policy:

The parties agree to amend the CBA to move the Vacation Policy in its entirety from Appendix I to Article 15- Vacations.

Dated this 3 day of August, 2021.

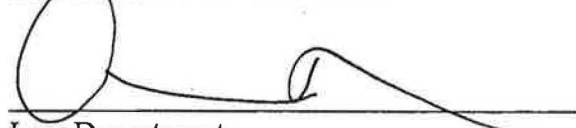
SEIU, 888,

CITY OF BROCKTON,
By Its Mayor,

Tracy White
Mar 2/21
CA 15
Jonah H


ROBERT F. SULLIVAN

APPROVED AS TO FORM:


Law Department

Position: SENIOR ADMINISTRATIVE ASSISTANT
Location: Brockton Public Library
Salary: Professional II, Grade 6

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The Senior Administrative provides a wide range of administrative and clerical support services to the Library Director and Assistant Library Director in the daily operation of the Library. The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Manages personnel changes, employee records and personal time accruals, personnel actions within MUNIS, staff memos, sick notes and parking permits
- Performs all duties associated with acquisitions and purchases in accordance with applicable procurement laws, handles all billing and purchase orders
- Tracks monthly expenditures for personal service and purchase of goods and services
- Processes biweekly and weekly payroll
- Assists in the process of the yearly budget figures
- As the Clerk of the Board of Library Trustees, responsible for meeting announcements, minutes, packets
- Provides Annual Report Information Survey (ARIS) budget figures
- May be required to perform any of the administrative assistant tasks in their absence

SUPERVISION:

Works under the supervision of the Library Director and Assistant Library Director. The employee plans, prioritizes and carries out work in accordance with standard practices and previous trainings, and interprets instructions and/or adapts methods to resolve particular problems. New assignments must be prioritized and meet deadlines.

MINIMUM QUALIFICATIONS:

Education and experience: Bachelor's Degree and five to seven years' experience in an office environment, or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job

KNOWLEDGE, SKILLS AND ABILITIES:

Needs to have a working knowledge of the library and the office operations including but not limited to: Maintaining the Director's calendar, MUNIS, proficient in Microsoft Office, Internet and website technology. Must have knowledge of the department, collective bargaining agreements and procurement laws. Needs the ability to interact with library personnel and the public, maintain confidential information, and prioritize assignments and department objectives. Must have proficient computer skills, bookkeeping skills, record keeping and clerical skills, written and oral communications and organizational skills.

Position: ADMINISTRATIVE ASSISTANT
Location: Brockton Public Library
Salary: Para-Professional III, Grade 4

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Working under the direction of the Library Director, Assistant Library Director and the Senior Administrative Assistant, performs a wide range of administrative duties in support of the daily operation of the library. The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Works with other library and city departments and public and private organization in booking meeting rooms, updating calendars and social media.
- Maintains community boards and updates fliers
- Maintains copy machines
- Orders supplies
- Opens book boxes and supply orders
- May assist in book processing
- Deliver collected cash to the City
- Performs duties for the Senior Administrative Assistant in their absence.

SUPERVISION:

Works under the direct supervision of the Library Director, Assistant Library Director and Senior Administrative Assistant. Needs to be able to follow instructions, prioritize duties and work independently.

MINIMUM QUALIFICATIONS:

Education and experience: Bachelor's degree or equivalent. Minimum three to five years of office experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge: Working knowledge of the department and office operations. Working knowledge of Microsoft Office and other office software, the internet and web site technology. Must have knowledge of the department, collective bargaining agreements and procurement laws.

Ability: Ability to interact appropriately with the public and other departments personnel; ability to perform multiple tasks and maintain confidential information. Ability to prioritize work assignments in accordance with department objectives.

Skills: Proficient computer skills, business mathematical and bookkeeping skills, record keeping and clerical skills, written and oral communication and organizational skills a must.