

# AGREEMENT

between

CITY OF BROCKTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

BROCKTON ASSOCIATION OF ENGINEERS,

TECHNICIANS AND INSPECTORS

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA



JULY 1, 2000 - JUNE 30, 2003

PERSONNEL DEPT.  
CITY OF BROCKTON

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## TABLE OF CONTENTS

	<u>PAGE</u>
<u>RECOGNITION</u> .....	1
<u>PAYROLL DEDUCTION OF ASSOCIATION DUES</u> .....	2
<u>MANAGEMENT RIGHTS</u> .....	2
<u>WAGES</u> .....	3
<u>SICK LEAVE</u> .....	3
<u>LONGEVITY</u> .....	6
<u>GROUP INSURANCE PLAN</u> .....	7
<u>OVERTIME</u> .....	8
<u>HOLIDAYS</u> .....	8
<u>VACATIONS</u> .....	9
<u>BEREAVEMENT LEAVE</u> .....	11
<u>COURT LEAVE</u> .....	11
<u>LEAVES OF ABSENCE</u> .....	12
<u>MATERNITY AND PATERNITY LEAVE</u> .....	12
<u>AUTOMOBILE ALLOWANCE</u> .....	12
<u>EDUCATIONAL INCENTIVE</u> .....	13
<u>CIVIL SERVICE</u> .....	15
<u>SEVERABILITY</u> .....	15
<u>PAST PRACTICES CLAUSE</u> .....	15
<u>DISCRIMINATION AND COERCION</u> .....	15
<u>BULLETIN BOARDS</u> .....	16
<u>GRIEVANCE AND ARBITRATION</u> .....	16
<u>ASSOCIATION REPRESENTATIVES</u> .....	17

<u>UNIFORMS AND CLOTHING ALLOWANCE</u> .....	17
<u>TEMPORARY SERVICE IN A HIGHER POSITION</u> .....	18
<u>DISCIPLINE</u> .....	19
<u>PERFORMANCE EVALUATION</u> .....	19
<u>PERSONAL DAY</u> .....	23
<u>PARKING</u> .....	23
<u>ADDITIONAL WAGE ADJUSTMENT</u> .....	24
<u>CLASSIFICATION/UPGRADE STUDY COMMITTEE</u> .....	25
<u>RESIDENCY</u> .....	25
<u>COMPENSATORY TIME</u> .....	25
<u>LIGHT DUTY</u> .....	25
<u>DURATION</u> .....	26

This Agreement, effective upon signing, entered into by the City of Brockton, hereinafter referred to as the Employer, and the Brockton Association of Engineers, Technicians and Inspectors, Laborers' Local 1162, Massachusetts Laborers' District Council, hereinafter referred to as the Association, has its purpose the promotion of a harmonious relationship between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I** **RECOGNITION**

The Employer recognizes the Association as the exclusive bargaining representative respecting wages, hours and other conditions of employment for all employees in the following classifications:

- Civil Engineers (Grade 3 and above)
- Public Health Nurses
- Junior Planner
- Assistant Inspector of Buildings
- Inspector of Wires
- Civil Engineers (Grade 1 and 2)
- Sanitary and Slaughtering Inspectors
- Sanitary Inspectors
- Water Service Inspector
- Title Examiner,
- Assistant Inspector of Wires
- Inspector of Plumbing
- Chief Water Service Inspector
- General Construction Inspector
- Senior Water Service Inspector
- Plumbing & Gas/Backflow Inspector
- Ordinance Enforcement/Education Officer

The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining for the aforementioned Units or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

**ARTICLE II**  
**PAYROLL DEDUCTION OF ASSOCIATION DUES**

The employer shall monthly deduct Association dues and initiation fees in accordance with the provisions of General Laws Chapter 149, Section 178-L and General Laws Chapter 180, Section 17-A.

In accordance with the provisions of General Laws Chapter 150E, Section 12, if, after thirty (30) days of the execution of this Agreement, a majority of all members of the bargaining unit present and voting, vote for the payment of an agency service fee, the Employer shall require as a condition of employment during the life of this Agreement the payment on or after the thirtieth (30th) day following the beginning of employment. Such service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration; provided, however, that the amount of such service fee shall not exceed the regular amount of the monthly Association dues for each and every month. The Association agrees to keep reasonable records showing the cost of contract negotiation and contract administration.

It is understood and agreed that no action by the Employer shall be taken against an employee of the bargaining unit for failure to meet or pay the agency service fee obligations unless and until the Brockton Association of Engineers, Technicians and Inspectors certifies in writing to the Employer that said employee has not met the obligations imposed by this Agreement.

The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of the agency service fee from an employee's pay or out of application of the terms of this Article.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

Except to the extent that there is contained in this Agreement any express and specific provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Employer is retained by and reserved exclusively to the Employer including, but not limited to, the rights to manage the affairs of the City and maintain and improve the efficiency of its operations; to determine the methods, means, process and personnel by which operations are to be conducted including work and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, transfer, assign, retain, discipline, suspend, demote and discharge employees; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the departments.

#### **ARTICLE IV**

##### **WAGES**

The existing wage scales shall be amended by the following amounts and listed in Appendix "A". Quoted salary amounts are subject to verification of mathematical calculation by the Auditor's office:

- Effective July 1, 2000 a three (3%) percent across the board increase.
- Effective July 1, 2001 a two (2%) percent across the board increase.
- Effective January 1, 2002 a one (1%) percent across the board increase.
- Effective July 1, 2002 a two (2%) percent across the board increase.
- Effective January 1, 2003 a two (2%) percent across the board increase.

#### **ARTICLE V**

##### **SICK LEAVE**

Effective January 1, 1988, every employee occupying a full time position, as defined in Section 28-2 of the Revised Ordinances of the City of Brockton, subject to the classification and compensation plans shall be allowed by the head of his/her department to accrue paid sick leave for each full month, one and one-quarter (1  $\frac{1}{4}$ ) days per month, calculated in hours and posted on the first day of the month for the previous month's accrual, provided that such leave is caused by sickness or injury, exposure to contagious disease or on account of serious illness or death of members of the employee's immediate family.

No pay status: After a thirty (30) days no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work.

Sick leave allowed under the provisions of the preceding paragraphs shall be accumulative without limit.

When absence by reason of sickness or injury is for a period of more than two (2) days, the department head shall require said employee to file a certificate of disability signed by a regularly licensed and practicing physician, or by the City Physician, before the employee shall be entitled to compensation as herein provided.

Requests for examinations by the City Physician shall be made by the department head on his own volition or when so requested by the employee.

In the event an employee who is eligible to receive compensation under the provisions of this Article receives workers' compensation benefits from the City for the same period of absence, the amount of sick leave compensation the employee may receive shall be the difference between his/her average weekly wage and the amount of his/her weekly workers' compensation benefit.

In the event an employee is eligible to receive sick leave compensation and receives in addition thereto Workers' Compensation payments during this period, the sum paid by the Employer for sick leave shall be the difference between the amount of the employee's average weekly wage paid by the Employer and the amount received by the employee from Workers Compensation. Any employee out of work, due to a work related injury/industrial accident, shall be entitled to Workers' Compensation benefits for the first five (5) days of such injury.

In every instance of absence in accordance with the provisions of this Article, each employee shall file with the head of his/her department an Employee Certificate of Payment, to be prescribed by the City Auditor before the employee shall be entitled to compensation as herein provided. Each department head shall keep a record of all sick leave granted to each employee in the department on a standard form to be prescribed.

Employees whose service is terminated shall not be entitled to compensation in lieu of sick leave not taken.

The parties agree that when an employee shall have accumulated one hundred fifty (150) days of unused sick leave, he/she shall be entitled to additional compensation as shown below for each calendar year thereafter, if he/she shall use within that year no sick leave, or shall use sick leave for only one (1), two (2), three (3), or four (4) days.

The schedule below reflects the agreement of the parties:

Sick Leave Days Accumulated Through Previous <u>Year</u>	Sick Leave Days Used in Year <u>Thereafter</u>	Additional Compensation to be paid by City shall <u>be an Amount Equal to</u>
150	0	1 week's pay
150	1	4/5's of a week's pay
150	2	3/5's of a week's pay
150	3	2/5's of a week's pay
150	4	1/5 of a week's pay

Payment will be made on the first payroll next following completion of the twelve (12) month period following the first day upon which an employee shall have first accumulated one hundred fifty (150) days unused sick leave.

When an employee shall have accumulated fewer than one hundred and fifty (150) days and uses no sick leave whatever from July 1, the beginning of the contract year, through June 30, the end of the contract year, he/she will receive additional compensation paid by the Employer in an amount equal to one-half (1/2) of a week's pay, payment to be made on the first payroll next following the completion of the twelve month period involved.

An employee who retires from his/her position with the City, or dies while employed by the City, shall receive a cash payment equivalent to fifty percent (50%) of the number of unused accumulated sick leave days in excess of seventy-five (75) days credited to him/her on the date of his/her retirement or the date of his/her death. In no event shall such payment exceed Nine Thousand Dollars (\$9,000.00). In the event of an employee's death, payment shall be made to his/her beneficiary designated in writing, on file with the Retirement Board or, in the absence thereof, to his/her estate.

The parties agree that payments made in accordance with this provision shall not be included in the computation of earnings for purposes of calculating retirement (pension) benefits unless a court of appellate jurisdiction, in a law suit relating to any employee in the Commonwealth with the exception of employees of the City of Brockton, determines that such payments must be so included for such purposes.

### **SICK LEAVE REVIEW**

Any employee of the Department who illustrates an unusual pattern of sick leave behavior may be subject to a sick leave review. Such sick leave review shall be conducted by the Personnel Director.

Any employee who falls into any of the following categories will be subject to the sick leave review:

1. A doctor's note must be provided at the time days are used, not after being placed on sick leave probation. Once placed on sick leave probation, a member will not be taken off by the presenting of untimely doctor's notes.
2. An employee who has used in excess of fifteen (15) undocumented sick days in a fiscal year period.
3. Any employee who has any combination of three unusual patterns of the following sick leave behavior:
  - a) Use of a sick day or sick days before or after any scheduled vacation leave, or;
  - b) Use of a sick day or days on, before or after any of the eleven holidays mentioned in this Agreement, or;



- c) Use of a sick day or days illustrating a repetitive pattern such as use of a sick day on any particular day of the week on a repetitive basis.

If, as a result of the sick leave review, it is determined that the employee has shown an undocumented and inordinate use of sick leave, then the employee will be subject to a period of sick leave probation of ninety (90) days.

While on sick leave probation the employee must provide written documentation to the Personnel Director for any sick day. If written documentation is not provided, the employee may be subject to discipline.

## **ARTICLE VI** **LONGEVITY**

Every employee in full-time service of the City in permanent status occupying a position subject to the classification and pay plan shall be paid, in addition to the compensation received under the provisions prior hereto, an annual increment as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Over five (5) years but not over ten (10) years	\$ 80.00
Over ten (10) years but not over fifteen (15) years	\$350.00
Over Fifteen (15) years but not over twenty (20) years	\$550.00
Over twenty (20) years	\$850.00

The annual longevity increment shall be paid from one (1) payroll at the end of the calendar year. It is agreed that there will be no pro-rating of longevity compensation in the year in which an employee first becomes eligible for such compensation, or in those years in which an employee becomes eligible for additional compensation, and there will be no prorating of longevity compensation upon retirement. In the event of an employee's death, payment of longevity compensation due shall be made to his/her beneficiary designated in writing, on file with the Retirement Board or, in the absence thereof, to his/her estate.

**ARTICLE VII**  
**GROUP INSURANCE PLAN**

Effective July 1, 1994, the employee monthly contribution to health insurance shall be twenty (20) percent of the monthly premium.

Effective July 1, 1998, the City shall establish a Dental Plan. Employees properly enrolled in the Dental Plan shall contribute fifty percent (50%) of the total monthly premium. Enrollment shall be employee option. A Union/City study committee will be formed to assist in the selection of the Dental Coverage carrier.

Effective July 1, 1990, the City shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their health and/or dental insurance with pre-tax dollars.

The parties further agree that the City, as soon as practical, shall be entitled to deduct the employees' share of health and/or dental premium contributions in approximately equal amounts during each pay period.

Effective July 1, 2002, the employee contribution to health insurance shall be twenty-five percent (25%) of the total monthly premium consistent with the provisions of M.G.L. Chapter 32B (all City of Brockton unions agree). If the 25% employee contribution is initiated, then a Three Hundred Dollar (\$300.00) bonus will be paid to all employees. In addition, it is understood and mutually agreed that the City shall have the right to switch carriers and/or plans if mutually agreed to. It shall also have the duty to provide substantially equivalent overall coverage and any and all health or dental insurance plans for which it contracts to that available at the time this contract is executed.

In addition, the City shall continue to provide medical insurance coverage under the medical insurance plans presently offered, as the same are from time to time amended by the plan administrators (i.e. Blue Cross Blue Shield of Massachusetts and Harvard Pilgrim Health Care), so long as said plans are available to the City. The foregoing shall not obligate the City of Brockton to bargain over changes in the plans as made by the plan administrators. The preceding sentence shall not be deemed to preclude the City from offering additional plans as determined by the employer to be in the best interest of the City.

Life Insurance: Effective July 1, 2001, increase life insurance from \$2,000.00 to \$5,000.00.

## **ARTICLE VIII**

### **OVERTIME**

Except for those employees whose employment traditionally has been forty (40) hours per week, all other employees within the bargaining unit shall be paid at an overtime rate of 1.5 times the straight hourly rate of pay for all hours, and any portion thereof, actually worked in excess of seven (7) hours within any one (1) day, or thirty-five (35) hours within any one (1) week period; however, there shall be no pyramiding of overtime.

For those employees of the bargaining unit whose work schedule traditionally has involved forty (40) hours per week, the same overtime provisions shall apply except the employees will not be entitled to the overtime rate until he/she has worked in excess of eight (8) hours within any one (1) day, or forty (40) hours within any one (1) week period; however, there shall be no pyramiding of overtime.

Any employee called back to work in the same day, after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed, in any event, a minimum of four (4) hours' pay at a time and one-half rate.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week, if distribution is required.

Emergency Premium: Employees shall be paid a twenty (20%) percent premium payment during an emergency situation wherein an employee works more than sixteen (16) hours within a twenty-four (24) hour period. Said premium payment shall be based on and paid at the rate of time and one-half. The emergency duration premium formula is not applicable if said emergency occurs on a paid holiday.

## **ARTICLE IX**

### **HOLIDAYS**

The following days shall be considered as holidays for all permanent employees covered by this Agreement:

January 1st	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas
July 4th - Independence Day	

In the event a holiday falls on a Saturday the City will observe the holiday as skeleton days on the preceding Friday and the following Monday so that no more than one half of the employees in a Department will be scheduled to be off each day, the choice of which day to be determined in accordance with seniority within a classification.

Every employee occupying a full-time position subject to the classification and compensation plans or a seasonal position (classified as part-time) who is paid on a weekly basis for a full work week shall be entitled to the above designated holidays on the following basis:

(1) Payment under the provisions of the preceding paragraphs shall be made providing that the employee shall have worked on the regularly scheduled work day next preceding, and shall have worked, or have satisfactorily presented himself/herself for work on the regularly scheduled work day next following said holiday, or day following a holiday when said holiday falls on Sunday. An employee absent on paid leave on the regularly scheduled work day next preceding or next following a holiday shall be considered to have worked on any such day for the purpose of complying with this paragraph only.

(2) Any employee covered by the terms of this collective bargaining agreement who performs work on a designated holiday shall be paid at the rate of time and one-half his/her regular rate of pay, and in addition such amount as he/she would be entitled to be paid for such holiday under the preceding paragraphs of this Article.

(3) An employee who, through a rotation of shifts, works different days in successive weeks shall be granted, in each year in which the number of holidays falling on his/her regular days off is in excess of the number of holidays in such year falling on Saturday, additional days off equal to the excess.

If, during the duration of this contract, either the Federal or State Government shall by law declare new holidays not otherwise designated above, the parties agree to re-open negotiations with respect to such declared holidays.

## **ARTICLE X** **VACATIONS**

Every employee occupying a position subject to the classification and pay plans shall be granted two (2) weeks' vacation with pay in each calendar year provided he/she has rendered thirty (30) weeks' full-time service during the twelve (12) months preceding the first day of June in such year.

All vacation time will be accrued in hours.

Every employee occupying a position subject to the classification and pay plans shall be granted three (3) weeks' vacation with pay after he/she has completed three (3) years of full-time service.

Every employee occupying a position subject to the classification and pay plans shall be granted four (4) weeks' vacation with pay after he/she has completed five (5) years of full-time service.

Every employee occupying a position subject to the classification and pay plans shall be granted five (5) weeks' vacation with pay after he/she has completed ten (10) years of full-time service.

Persons employed on a part-time basis may be granted that proportion of the vacation allowances provided above which their part-time service bears to full-time service.

Department heads may grant vacation leave at such times during the calendar year as will best serve the public interest. Preference should be given employees on the basis of years of employment by the City.

Employees allowed to carry double the employee's allotment.

Upon the death of an employee who is eligible for vacation under these provisions, payment shall be made to the employee's beneficiary, designated in writing, on file with the Retirement Board or, in the absence thereof, to his/her estate, in an amount equal to the vacation allowance as earned in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his/her separation from the payroll.

Employees who are eligible for vacation under these provisions and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the defense forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the defense forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the defense forces occurred up to the time of his/her separation from the payroll.

Absences on account of sickness in excess of that authorized by Article V of this Agreement or for personal reasons not provided for under said Article may, at the discretion of the department or division head, be charged to vacation leave.

An employee shall be granted an additional day of vacation if while on vacation leave a designated holiday occurs which falls on, or is legally observed on, Monday, Tuesday, Wednesday, Thursday, or Friday.

Notwithstanding any contrary provision of this Article, an employee who at any time after June 30, 1982 returns to work for the City of Brockton after a break in continuous service of not more than three (3) years shall be entitled to restoration of his service credit prior to such break for the purpose of calculating vacation leave.

No-Pay Status: After a thirty (30) days no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work.

## **ARTICLE XI** **BEREAVEMENT LEAVE**

An employee shall receive five (5) working days bereavement leave with pay for the death of an employee's immediate family. Immediate family: husband, wife, child, mother, father, brother, sister, grandchild, grandmother and grandfather.

An employee shall receive three (3) working days bereavement leave with pay for the death of a stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle and aunt.

In instances of all other relations of the employee, related by blood or marriage, one (1) day's bereavement leave with pay may be granted by the department or division head.

Bereavement leave shall commence the day following the date of decease. It is not necessary that a member of the immediate family shall reside in the same household as that of the employee.

## **ARTICLE XII** **COURT LEAVE**

Employees occupying full-time positions who are called for jury duty shall be granted court leave.

If jury fees received by an employee amount to more than his/her regular rate of compensation, he/she may retain the excess of such fees and shall turn over the regular rate of compensation together with a court certificate of his/her service to the City Auditor, and shall be deemed to be on leave of absence with pay.

If jury fees amount to less than the employee's regular rate of compensation, he/she shall be deemed to be on leave of absence with pay and he/she shall turn over the fees together with a court certificate of his/her service to the City Auditor.

Witness fees and all other fees except jury fees received for services during paid working hours shall be paid to the City.

Court leave with pay shall not be granted when an employee is the defendant or is engaged in personal litigation.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

The parties agree that all employees covered by this Agreement shall be granted leaves of absence subject to and in accordance with the terms of Chapter 31, Section 37 of the Massachusetts General Laws, as amended, and such other sections of said chapter as may be pertinent.

**ARTICLE XIV**  
**MATERNITY AND PATERNITY LEAVE**

Whenever an employee shall become pregnant, she shall be entitled to maternity leave. At the end of the third month of pregnancy, said employee shall inform her department head of the expected date of delivery and the date she wishes to cease work. At the end of the sixth month of pregnancy, said employee, should she desire to continue working, shall provide her department head with a statement from her physician certifying the expected date of delivery, her physical ability to continue working, and the date up to which she is permitted to work. Maternity leave shall be granted for a period not to exceed six (6) months or the length of a physical disability not to exceed two (2) years.

During the period of maternity leave, an employee on said leave shall accrue seniority; sick leave credit and vacation time.

**ARTICLE XV**  
**AUTOMOBILE ALLOWANCE**

Any employee required by his/her Department or Division Head to use his/her private automobile in the performance of said employees duties on authorized City business shall be compensated for such use at the maximum allowable Internal Revenue Service rate per mile, and up to \$500.00 annually toward reimbursement for "business use" automobile insurance. Reimbursements will require annual submission of a copy of the employee's insurance binder to the employer.

Any employee who, as of July 1, 1997, has use of a employer supplied vehicle, and has such use discontinued by his/her Department Head, he/she shall receive a one time \$350.00 personal automobile allowance payment at the time of discontinuance of availability of the employer provided vehicle. There shall be no use of City vehicles.

Maximum up to One Thousand Dollar (\$1,000.00) insurance deductible will be paid by the City if an automobile is damaged while on City time being used for City business outside of City Hall, including but not limited to performing inspections, trips to court, and other authorized business uses. The definition of City time shall specifically exclude travel coming to and leaving from work at the beginning and end of the work day, or damages incurred while an employee is performing duties within City Hall, except when an employee is required to drop off or pick up job connected materials and will be in City hall fifteen (15) minutes or less. Reimbursement is conditioned upon submission of documentation of payment by employee and shall be for actual out of pocket insurance deductible amounts only. The parties agree that the City shall reserve the right to subrogate the interests of the employee against any third party responsible for the loss sustained by the employee up to the amount of reimbursement paid to said employee and that employee will cooperate with the City in its efforts to retrieve any sum or sums of money for said loss.

## **ARTICLE XVI**

### **EDUCATIONAL INCENTIVE**

Educational incentive compensation is defined as part of the basic hourly rate of pay for purposes of computing all wages including overtime and contributory retirement. All employees subject to this Agreement holding the appropriate grade classifications will be paid the additional hourly differential for the highest grade of Massachusetts Certification held, but in no case shall he/she be paid for more than one (1) grade classification.

Educational incentive compensation shall be paid to those members of the bargaining unit holding the appropriate grade classification in accordance with the schedule below:

<u>Grade</u>	<u>Current Cents Per Grade Per Hour</u>	<u>Effective June 30, 1986 Cents Per Grade Per Hour</u>
I	3.0 cents	7.5 cents
II	6.0 cents	15.0 cents
III	9.0 cents	22.5 cents
IV	12.0 cents	30.0 cents
V	15.0 cents	37.5 cents
VI	18.0 cents	45.0 cents
VII	21.0 cents	52.5 cents

All employees covered by the terms of this Agreement shall have equal opportunities to attend educational programs applicable to that position; provided, however, this provision does not obligate the City to appropriate funds.



The City shall pay the educational expenses incurred in the training and updating of techniques, etc. related to the classification of incumbent employees, when directed by the Department Heads.

All employees shall be reimbursed for any mandated licenses, and/or certifications required as a condition of employment. Reference material will be supplied by the City with prior written consent of the Department Head.

The City shall pay the designated Lead Public Health Nurse a stipend of one thousand (\$1,000.00) dollars each year. The City shall determine solely who is designated Lead Public Health Nurse.

The City shall pay any Lead Public Health Nurse who hold a Bachelors in Science an annual stipend of two hundred and fifty (\$250.00) dollars.

The City shall pay any Lead Public Health Nurse an annual stipend of two hundred and fifty (\$250.00) dollars a year, per certification, for State and/or Federal certification regarding Infection Control, Tuberculosis Specialist and/or HIV Counselor. To qualify for certification stipends the employee must have Department Head approval, maintain certification and/or participation in continuing education, with further understanding that certifications must be directly related to a Public Health Nurse.

The City agrees to reimburse any Lead Public Health Nurse, with Department Head and City Solicitor approval, for professional liability insurance.

## **ARTICLE XVII**

### **HOURS OF DUTY**

The hours of duty of all employees covered by the terms of this Agreement, with the exception of Engineers, will be seven (7) hours per day and thirty-five (35) hours per week, Monday through Friday. It is agreed that the workday of these employees will start at 8:30 a.m. and be completed at 4:30 p.m., including one (1) hour off for lunch. It is further agreed, however, that the workday of Engineers will start at 8:00 a.m. and be completed at 4:00 p.m., including one (1) hour off for lunch.

The City agrees to negotiate with the Association on any changes planned in this regard prior to institution of same.

**ARTICLE XVIII**  
**CIVIL SERVICE**

The City and the Association agree and recognize that employees covered by this Agreement are Civil Service employees and are covered by Chapter 31, as amended, of the Massachusetts General Laws.

The City agrees to recognize and adhere to all Civil Service and State Labor Laws, Rules and Regulations relative to seniority, promotions, transfers, discharges, removals and suspensions. The Association reserves the right to represent its employee under such established procedure unless the employee chooses to have his/her own counsel.

**ARTICLE XIX**  
**SEVERABILITY**

It is agreed that if any of the provisions of this Agreement are in contravention of the laws or regulations of the United States or the Commonwealth of Massachusetts, such provisions shall be superseded by the appropriate provision of such law or regulation so long as the same is in full force and effect; but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XX**  
**PAST PRACTICES CLAUSE**

All benefits, working conditions and privileges enjoyed by the employees covered by this Agreement prior to this Agreement shall continue in effect during the term of this Agreement and shall not be lessened unless specifically waived in this Agreement.

**ARTICLE XXI**  
**DISCRIMINATION AND COERCION**

There shall be no discrimination or coercion against any employee because of his/her activity on behalf of the Association. The City further agrees that there will be no discrimination against any member of the Association for his/her adherence to any provisions of this Agreement or his/her refusal to comply with any order, which would violate this Agreement.

**ARTICLE XXII**  
**BULLETIN BOARDS**

The City agrees that there will be sufficient Bulletin Board space provided in the various departments covered by this Bargaining Unit where employees might read and take note of information posted by the Association. The parties agree that it would be improper to post denunciatory or inflammatory written material on such Bulletin Boards.

**ARTICLE XXIII**  
**GRIEVANCE AND ARBITRATION**

A grievance is defined as a claim or dispute, which may arise between the parties involving the application, meaning or interpretation of the Agreement and shall be settled in the following manner:

STEP 1. The Association representative, with or without the employee, shall file the grievance in writing with the employee's department head within ten (10) calendar days of the date of the grievance or his/her knowledge of its occurrence. The department head shall attempt to adjust the matter and shall respond to the Association representative within ten (10) calendar days.

STEP 2. If the grievance still remains unadjusted, it shall be presented to the Mayor or his designee in writing within ten (10) calendar days after the response of the employee's department head is due. The Mayor or his designee shall respond in writing within twenty (20) calendar days. A grievance involving suspension or discharge may be commenced at Step 2.

STEP 3. If the grievance is still unsettled, or no written response from the Mayor or his designee has been received within twenty (20) calendar days after presentation of the grievance at Step 2, either party may, by written notice to the other, request arbitration by serving written notice upon the Employer within fifteen (15) calendar days after the written response from the Mayor or his designee was received or should have been received.

STEP 4. The arbitration proceeding will be in compliance with the voluntary labor rules of the American Arbitration Association and the decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Time periods in this Article shall be exclusive of Saturdays, Sundays, and holidays.

There shall be no strikes or lock-outs during this Agreement.

The expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. Grievances involving disciplinary action shall be processed at the second step. If the case reaches arbitration, the Arbitrator has the power to direct a resolution in this grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

#### **ARTICLE XXIV** **ASSOCIATION REPRESENTATIVES**

The Association will provide the City with a list of its representatives immediately after their designation and will keep the City notified of any changes in same.

The above-named representatives shall be granted reasonable time off during working hours to negotiate labor contracts and represent Bargaining Unit employees in grievance matters.

Two (2) delegates of the Association/Laborers' Union shall be entitled to attend the Regional Conference for three (3) days. Two (2) delegates of the Association/Laborers' Union shall be allowed to attend the International Convention (which is held every five (5) years) for five (5) days.

#### **ARTICLE XXV** **UNIFORMS AND CLOTHING ALLOWANCE**

Each employee covered by this Agreement shall receive an annual clothing allowance in the amount of Five Hundred (\$500.00), said allowance payable in June of each contract year, to cover the cost of clothing worn, and the maintenance and laundering of same, during the year. In addition, each employee shall receive a boot allowance of One Hundred dollars (\$100.00) each year. These allowances are in lieu of all claims for unusual damage done to items of clothing and wear due to various chemicals and materials used in the course of employment.

Payment of the annual clothing allowance as herein provided shall be pro-rated on the basis of each month worked, and a day worked within a month shall constitute credit for the entire month.

The parties expressly agree that should the City elect to supply any or all members of the Bargaining Unit with uniforms, the clothing allowance as herein provided shall not be due those employees.

### **Dress Code:**

The following members of the Union are “designated members”:

All Building Inspectors, All Electrical Inspectors, All Plumbing Inspectors, Outside Field Engineers.

The “designated members” may dress in the following attire: work boots, jeans or dungarees provided that they are clean, pressed and free from holes, tears, rips or worn spots; Polo shirts, sweatshirts, or work shirts free of text, graphics, or ornamentation with the exception of a manufacture’s logo.

”Non-designated” employees shall dress as follows: Dress or casual shoes. Female employees may wear shorts, culottes, split skirts and suits with walking shorts. No denim attire.

No members shall be allowed to wear the following: Athletic Shoes or sneakers of any kind. An exception will be made should it be medically necessary for temporary use of athletic shoes or sneakers. The City reserves the right to request medical documentation from the employee, and the employee agrees to provide same upon request. Said medical documentation may be renewed annually.

No Shorts.

No pants or slacks tailored as sweatpants of any material including nylon, fleece, velour or cotton.

Brightly colored, flowered or “Hawaiian” type shirts.

Those members that have been required to wear uniforms shall continue to wear said uniforms and receive a \$265.00/year cleaning allowance.

Any inspector who chooses to wear a tie must wear the “clip on” type only (for safety reasons).

### **ARTICLE XXVI** **TEMPORARY SERVICE IN A HIGHER POSITION**

An employee who is required by his/her supervisor to perform all of the duties of a higher classification position shall be compensated at the rate of the higher classified position after the completion of five (5) consecutive days of performing said higher classification position, retroactive to the first day of assignment.

## **ARTICLE XXVII**

### **DISCIPLINE**

The discipline and discharge of employees who have completed their probationary period under civil service law (or such other probationary period as may be agreed to by a successor employer) shall be for just cause only, and shall be subject to the grievance procedure. All reprimands shall be in writing, with a copy given to the employee, and the Association. Nothing in this Article is intended nor shall it be construed to take away any rights an employee may otherwise enjoy pursuant to the Civil Service laws of the Commonwealth of Massachusetts, as referenced in Article XVIII of this Agreement; provided, however, a grievance involving suspension or dismissal shall be arbitrable only if an employee elects arbitration as the exclusive procedure.

## **ARTICLE XXVIII**

### **PERFORMANCE EVALUATION**

There shall be established a Performance Evaluation system for all bargaining unit employees employed by the City, which shall be implemented and administered as follows:

1. All performance evaluations shall be in writing on the evaluation form included in the Article, based on the factors attached thereto. The results of such evaluations may be utilized by the City in future personnel determinations.
2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade selected by the Mayor or his designee.
3. Formal evaluations shall be completed at least once each year for each employee, but no more than twice each year, with a minimum interval of four (4) months between evaluations. (Each formal evaluation shall consist of four steps, as set forth in paragraphs 4 through 7 below.)
4. Prior to each evaluation period, the immediate supervisor shall meet with the employee and shall inform the employee of the performance criteria and procedures to be used in evaluating the employee's performance.
5. At least once during the evaluation period, at or near its midpoint, the employee's supervisor shall meet with the employee to review the employee's performance.
6. At the end of the evaluation period, the supervisor shall meet with the employee to review the written evaluation.

7. The evaluation form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall sign the evaluation form to indicate whether he/she agrees or disagrees with it. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal, which shall be affixed, to the form.

8. The evaluation form noted in Paragraphs 6 and 7 above shall be included in the employee's personnel file. The employee's personnel file shall be made available to the employee for inspection and copying during normal business hours upon appointment normally within three (3) business days after a written request.

9. The provisions of this Article are not applicable to a successor employer.

**CITY OF BROCKTON**  
**EVALUATION FORM**

-----  
LAST NAME      FIRST NAME      INITIAL      DATE DUE

-----  
TITLE      DEPARTMENT

REPORT FOR PERIOD      20\_\_ TO 20\_\_

Please read instructions and bases for evaluation before completing this form. Check in the appropriate box the manner of performance of each of the following factors that applies to the work of this employee.

S                      N                      U

1. Quality of Work
2. Quantity of Work
3. Work Habits
4. Work Attitudes
5. Relationship with Others
6. Personal Qualities
7. Supervisory Ability -  
    (Rate only if employee  
        supervises others)
8. Final Rating (based on  
    above factors)

KEY:

"S- Satisfactory", "N - Needs to Improve" or "U -Unsatisfactory".

COMMENTS: Ratings of "N" or "U" must be supported by a statement of the facts. Suggestions to aid employee in improving performance may be made. Comments of special commendation also should be made.

(SEE APPEAL RIGHTS APPENDED HERETO)

-----  
Signature of Immediate Supervisor    Title    Date

-----  
Signature of Reviewer                      Title    Date

-----  
Signature of Employee    Date

I acknowledge only that this evaluation form has been discussed with me and that I have been provided with a copy of it.

\_\_\_\_\_ Employee's Signature

BASES FOR THE EVALUATION OF CLASSIFIED SERVICE

1. QUALITY OF WORK

- a. Demonstrates satisfactory knowledge of the job.
- b. Performs work with acceptable accuracy.
- c. Work is neat and presentable.
- d. Is thorough in the work done.

2. QUANTITY OF WORK

- a. Completes work on time.
- b. Does extra work when necessary.

3. WORK HABITS

- a. Is regular in attendance at work.



- b. Observes established working hours.
- c. Carries out tasks in an orderly manner.
- d. Demonstrates the ability to work without immediate supervision.
- e. Complies with instructions and established rules and regulations.

#### 4. WORK ATTITUDES

- a. Tries to improve work techniques
- b. Accepts new ideas and procedures
- c. Accepts suggestions and recommendations.
- d. Accepts responsibility.

#### 5. RELATIONSHIPS WITH OTHERS

- a. Cooperates with supervisors and fellow workers.
- b. Is courteous.

#### 6. PERSONAL QUALITIES

- a. Demonstrates initiative.
- b. Is adaptable to emergencies and new situations.
- c. Dresses appropriately for the job.

#### 7. SUPERVISORY ABILITY

- a. Demonstrates effective leadership.
- b. Is fair and impartial in relationships with subordinates.
- c. Makes good and timely decisions.
- d. Trains and instructs subordinates effectively.
- e. Plans, schedules and makes assignments appropriately.

#### ADDITIONAL COMMENTS:

#### EMPLOYEES RIGHT TO APPEAL AN EVALUATION WITH WHICH HE DISAGREES

A civil service employee, except an employee serving during his probationary period, who receives an evaluation with which he disagrees, shall, within ten days unless otherwise specified in the collective bargaining agreement, select an option of appealing the results of such evaluation through either the grievance procedure contained in the employee's respective collective bargaining agreement or through the procedures outlined in paragraph (a) to (c) inclusive.

(a) Within ten days after the employee has reviewed the original evaluation, he may appeal the evaluation to a neutral party selected by the Mayor or his designee to review the evaluation.

(b) Within ten days of receipt of a written decision on employee's appeal outlined in

paragraph (a), the employee or the employer may appeal an evaluation to a three member panel appointed by the Mayor or his designee, in conjunction with representatives of the Association.

(c) Within ten days' receipt of a written decision on an appeal provided for in paragraph (b), the employer or employee may further appeal the evaluation to the Civil service commission. The commission shall, within twenty-one days after the close of such hearing or the evaluation, render a written decision and send notice thereof to all parties concerned.

Saturdays, Sundays, vacation days and legal holidays shall not be counted in the computation of any period of time specified in this section.

### **ARTICLE XXIX** **PERSONAL DAY**

Each employee shall be entitled to three (3) personal days off with pay each contract year. The employee shall provide seven (7) calendar days advance notice to his/her Department or Division Head for use of personal days. If proper notice has been given, the employee shall be granted the day off unless the Department or Division Head shows just cause that the granting of such request will affect the agency's operations. Whenever the employee has failed to give the required advance notice, the granting of that particular day shall be at the sole discretion of the Department or Division Head. A day not used within the contract year will not accumulate.

The parties agree that all new hires and re-hires shall have their personal day allotment pro-rated based on the amount of time left in the year.

### **ARTICLE XXX** **PARKING**

Effective July 1, 1994 all members of the bargaining unit shall be offered free parking.

Parking: The following members may park in the area behind the amphitheater as available on a temporary basis during the day:

- Building Inspectors
- Electrical Inspectors
- Plumbing Inspectors
- Health Inspectors
- Outside Field Engineers

Said members will be issued a parking placard. Said placard shall be displayed in the windshield of the vehicle when parking in the amphitheater area.

All other members shall be required to park in designated lots.

Parking Permits: Any employee who, during his/her regularly scheduled work hour, parks within the City's thirty (30) minute parking zone on or around the building shall receive a warning on the first offense. On the second offense, the employee shall permanently lose his/her parking permit.

### **ARTICLE XXXI** **ADDITIONAL WAGE ADJUSTMENT**

Laborers' International Union National Pension Fund: For the purpose of providing additional retirement benefits for employees covered by this Agreement, the Employer agrees to the following payment schedule payable to the Laborers' International Union of North America National (Industrial) Pension Fund:

January 1, 2001            Twenty-eight cents (\$.28) per hour, of which six cents (\$.06) per hour, in lieu of wages, deducted from wages and twenty two cents (\$.22) is Employer contribution.

January 1, 2002            Thirty- four cents (\$.34) per hour of which six cents (\$.06) per hour, in lieu of wages, is deducted from wages and twenty eight cents (\$.28) is Employer contribution.

July 1, 2002            Fifty-two cents (\$.52) per hour of which twenty-four cents (\$.24) per hour, in lieu of wages, is deducted from wages and twenty-eight cents (\$.28) is Employer contribution.

June 30, 2003            Fifty-two cents (\$.52) per hour of which eighteen cents (\$.18) per hour, in lieu of wages, is deducted from wages and thirty-four cents (\$.34) is Employer contribution.

No past service credit is given for employment with an Employer whose agreement to contribute to the Pension Fund for the group or unit in which the Participant was employed ends and is not renewed, except to the extent that the Pension Plan's actuary determines that the Employer's contributions are sufficient to fund the Future Service Credit and Past Service Credit attributable to the Employer's employees. **For example:** if the Employer's contributions were sufficient to fund the Future Service Credit and only 50% of the Past Service Credit of the Employer's employees, only 50% Past Service Credit would be given.

**ARTICLE XXXII**  
**CLASSIFICATION/UPGRADE STUDY COMMITTEE**

There shall be a Classification and/or Upgrade Study Committee which shall be comprised of two City appointees and two Union appointees, and which shall consider the need for reclassifications and/or upgrades.

The City will provide language regarding hiring a consultant to review certain jobs that may warrant an upgrade. The members/Union will have input on what jobs are reviewed.

The Public Health Nurse shall be upgraded to Inspector (S37A to S44).

**ARTICLE XXXIII**  
**RESIDENCY**

All employees covered by this Agreement, and first hired on or after January 14, 1996 shall be required to comply with the City of Brockton residency ordinance, as amended, and as in place at the time of this Agreement, with the exception of the January 1, 1992 date of implementation, which shall be replaced with January 14, 1996. For the purpose of determining date of hire any time employed by the City of Brockton School Department shall be accredited time.

**ARTICLE XXXIV**  
**COMPENSATORY TIME**

Compensatory Time provides employees with paid time off rather than the traditional paid overtime policy. Compensatory Time allows employees to use "Comp Time" whenever and however they wish, with selection to be by seniority, with Department Head approval. The Department Head may require 48 hours advance notice. The accrual rate of compensatory time shall be the same as that used for the accrual of overtime payments with the difference to be that the hourly rate payment for overtime would be converted to compensatory time due the employee. The option to apply "Comp Time" in place of overtime payment is solely the employee's. There will be a maximum accrual of 52 hours. Compensatory Time will normally be used in no less than one (1) hour increments.

**ARTICLE XXXV**  
**LIGHT DUTY**

The City and the Union agree that any injured employee, whether or not said injury is work related, where return to work is medically restricted, may be assigned to restricted duty either on a full or part-time basis, at the sole discretion of the Department Head after consultation with and approval from the City's worker's compensation agent. This provision does not increase or provide any entitlement to the employee and any return to

work which is medically restricted may be limited in time or duration and may be terminated at any time at the sole discretion of the Department Head.

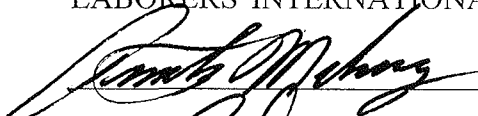
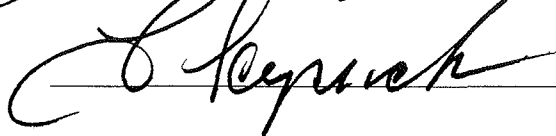
**ARTICLE XXXVI**  
**DURATION**

This Agreement is subject to the appropriation of funds by the City Council; shall remain in effect from July 1, 2000 through June 30, 2003 and shall continue from year to year thereafter unless either party serves notice upon the other of its desire to amend, change or terminate this Agreement.

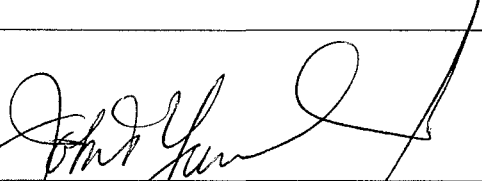
If either party so desires to amend, change or terminate this Agreement in any respect, notice in writing shall be sent to the other party at least ninety (90) days prior to the aforementioned expiration date. The party receiving the notice shall review the changes sought and shall respond within thirty (30) days of its receipt; whereupon actual negotiations in good faith shall commence within and continue throughout, if necessary, the sixty (60) days prior to expiration.

Signed in the City of Brockton on this 27th day of JANUARY, 2003.

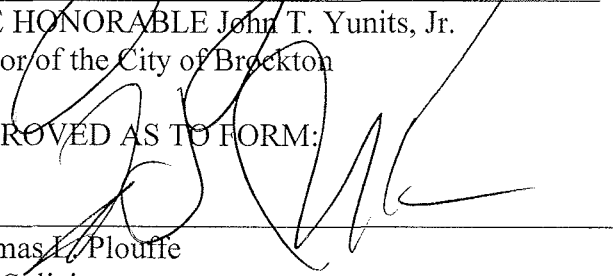
FOR THE MASSACHUSETTS LABORERS' DISTRICT COUNCIL, IN BEHALF OF  
THE BROCKTON ASSOCIATION OF ENGINEERS, TECHNICIANS AND  
INSPECTORS OF PUBLIC EMPLOYEE'S LOCAL UNION 1162 OF THE  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA:

  
\_\_\_\_\_  
  
\_\_\_\_\_

For the City:

  
\_\_\_\_\_  
THE HONORABLE John T. Yunits, Jr.  
Mayor of the City of Brockton

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas J. Plouffe  
City Solicitor

BAETI

JULY 1, 2000

3%

MIN STEP II STEP III STEP IV STEP V

**CIVIL ENGINEER - GRADE 1**

Salary					29,855
BiWeekly					1,148.27
Hourly					16.4039
O.T.					24.6059

**CIVIL ENGINEER - GRADE 2**

Salary	27,870	28,782	29,381	30,289	31,188
BiWeekly	1,071.92	1,107.00	1,130.04	1,164.96	1,199.54
Hourly	15.3131	15.8143	16.1434	16.6423	17.1363
O.T.	22.9697	23.7215	24.2151	24.9635	25.7045

**LAB TECHNICIAN**

Salary	29,219	30,401	30,715	31,583	32,482
BiWeekly	1,123.81	1,169.27	1,181.35	1,214.73	1,249.31
Hourly	16.0544	16.7039	16.8764	17.3533	17.8473
O.T.	24.0816	25.0559	25.3146	26.0300	26.7710

**JUNIOR PLANNER**

Salary	30,732	31,516	32,333	33,195	34,093
BiWeekly	1,182.00	1,212.15	1,243.58	1,276.73	1,311.27
Hourly	16.8857	17.3164	17.7654	18.2390	18.7324
O.T.	25.3286	25.9746	26.6481	27.3585	28.0986

**WATER SERVICE INSPECTOR (35 HRS-WEEKLY)**

Salary	30,805	31,675	32,592	33,610	34,508
Weekly	592.40	609.13	626.77	646.35	663.62
Hourly	16.9257	17.4037	17.9077	18.4671	18.9606
O.T.	25.3886	26.1056	26.8616	26.8616	28.4409

**SR. WATER SERVICE INSPECTOR (35 HRS-WEEKLY)**

Salary	31,866	32,688	33,564	34,501	35,399
Weekly	612.81	628.62	645.46	663.48	680.75
Hourly	17.5089	17.9606	18.4417	18.9566	19.4500
O.T.	26.2634	26.9409	27.6626	28.4349	29.1750

**GEN. CONSTRUCTION INSPECTOR**

Salary					34,353
BiWeekly					1,321.27
Hourly					18.8753
O.T.					28.3130

**CHIEF WATER SERVICE INSPECTOR (35 HRS-WEEKLY)**

Salary					39,300
Weekly					755.77
Hourly					21.5934
O.T.					32.3901

BAETI

JULY 1, 2000

3%

MIN STEP II STEP III STEP IV STEP V

**ORDINANCE ENFORCEMENT/EDUCATION OFFICER**

Salary	28,139	29,489	30,839	32,190	33,765
BiWeekly	1,082.27	1,134.19	1,186.12	1,238.08	1,298.65
Hourly	15.4610	16.2027	16.9446	17.6869	18.5521
O.T.	23.1915	24.3041	25.4169	26.5304	27.8282

**METER READER/BACKFLOW INSPECTOR (35 HRS-WEEKLY)**

Salary	38,155
Weekly	733.75
Hourly	20.9643
O.T.	31.4465

**CIVIL ENGINEER GRADE 3**

Salary	31,525	33,036	34,543	39,067	39,965
BiWeekly	1,212.50	1,270.62	1,328.58	1,502.58	1,537.12
Hourly	17.3214	18.1517	18.9797	21.4654	21.9589
O.T.	25.9821	27.2276	28.4696	32.1981	32.9384

**TITLE EXAMINER - ENG.**

Salary	40,119
BiWeekly	1,543.04
Hourly	22.0434
O.T.	33.0651

**SANITARY INSPECTOR**

Salary	36,210	37,719	39,225	43,748	44,648
BiWeekly	1,392.69	1,450.73	1,508.65	1,682.62	1,717.23
Hourly	19.8956	20.7247	21.5521	24.0374	24.5319
O.T.	29.8434	31.0871	32.3282	36.0561	36.7979

**LOCAL BUILDING INSPECTOR, INSPECTOR OF PLUMBING/GAS FITTING, INSPECTOR OF WIRES & PUBLIC HEALTH NURSE**

Salary	44,648
BiWeekly	1,717.23
Hourly	24.5319
O.T.	36.7979

**CIVIL ENGINEER GRADE 4**

Salary	46,757
BiWeekly	1,798.35
Hourly	25.6907
O.T.	38.5361

BAETI

JULY 1, 2001

2%

MIN STEP II STEP III STEP IV STEP V

**CIVIL ENGINEER - GRADE 1**

Salary					30,452
BiWeekly					1,171.23
Hourly					16.7319
O.T.					25.09785

**CIVIL ENGINEER - GRADE 2**

Salary	28,427	29,358	29,969	30,895	31,811
BiWeekly	1,093.35	1,129.15	1,152.65	1,188.27	1,223.50
Hourly	15.6193	16.1307	16.4664	16.9753	17.4786
O.T.	23.4290	24.1961	24.6996	25.4630	26.2179

**LAB TECHNICIAN**

Salary	29,803	31,009	31,329	32,215	33,132
BiWeekly	1,146.27	1,192.65	1,204.96	1,239.04	1,274.31
Hourly	16.3753	17.0379	17.2137	17.7006	18.2044
O.T.	24.5630	25.5569	25.8206	26.5509	27.3066

**JUNIOR PLANNER**

Salary	31,347	32,146	32,980	33,859	34,775
BiWeekly	1,205.65	1,236.38	1,268.46	1,302.27	1,337.50
Hourly	17.2236	17.6626	18.1209	18.6039	19.1071
O.T.	25.8354	26.4939	27.1814	27.9059	28.6607

**WATER SERVICE INSPECTOR (35 HRS-WEEKLY)**

Salary	31,421	32,309	33,244	34,282	35,198
Weekly	604.25	621.33	639.31	659.27	676.88
Hourly	17.2643	17.7523	18.2660	18.8363	19.3394
O.T.	25.8965	26.6285	27.3990	28.2545	29.0091

**SR. WATER SERVICE INSPECTOR (35 HRS-WEEKLY)**

Salary	32,503	33,342	34,235	35,191	36,107
Weekly	625.06	641.19	658.37	676.75	694.37
Hourly	17.8589	18.3197	18.8106	19.3357	19.8391
O.T.	26.7884	27.4796	28.2159	29.0036	29.7587

**GEN. CONSTRUCTION INSPECTOR**

Salary					35,040
BiWeekly					1,347.69
Hourly					19.2527
O.T.					28.8791

**CHIEF WATER SERVICE INSPECTOR (35 HRS-WEEKLY)**

Salary					41,328
Weekly					794.77
Hourly					22.7077
O.T.					34.0616



BAETI

JULY 1, 2001

2%

MIN STEP II STEP III STEP IV STEP V

**ORDINANCE ENFORCEMENT/EDUCATION OFFICER**

Salary	28,702	30,079	31,456	32,834	34,440
BiWeekly	1,103.92	1,156.88	1,209.85	1,262.85	1,324.62
Hourly	15.7703	16.5269	17.2836	18.0407	18.9231
O.T.	23.6555	24.7904	25.9254	27.0611	28.3847

**METER READER/BACKFLOW INSPECTOR (35 HRS)**

Salary	38,918
BiWeekly	748.42
Hourly	21.3834
O.T.	32.0751

**CIVIL ENGINEER GRADE 3**

Salary	32,156	33,697	35,234	39,848	40,764
BiWeekly	1,236.77	1,296.04	1,355.15	1,532.62	1,567.85
Hourly	17.6681	18.5149	19.3593	21.8946	22.3979
O.T.	26.5022	27.7724	29.0390	32.8419	33.5969

**TITLE EXAMINER - ENG.**

Salary	40,921
BiWeekly	1,573.88
Hourly	22.4840
O.T.	33.7260

**SANITARY INSPECTOR**

Salary	36,934	38,473	40,010	44,623	45,541
BiWeekly	1,420.54	1,479.73	1,538.85	1,716.27	1,751.58
Hourly	20.2934	21.1390	21.9836	24.5181	25.0226
O.T.	30.4401	31.7085	32.9754	36.7772	37.5339

**LOCAL BUILDING INSPECTOR, INSPECTOR OF PLUMBING/GAS  
FITTIN, INSPECTOR OF WIRES, PUBLIC HEALTH NURSE**

Salary	45,541
BiWeekly	1,751.58
Hourly	25.0226
O.T.	37.5339

**CIVIL ENGINEER GRADE 4**

Salary	47,692
BiWeekly	1,834.31
Hourly	26.2044
O.T.	39.3066

BAETI

JANUARY 1, 2002

1%

MIN STEP II STEP III STEP IV STEP V

**CIVIL ENGINEER - GRADE 1**

Salary					30,757
BiWeekly					1,182.96
Hourly					16.8994
O.T.					25.3491

**CIVIL ENGINEER - GRADE 2**

Salary	28,711	29,652	30,269	31,204	32,129
BiWeekly	1,104.27	1,140.46	1,164.19	1,200.15	1,235.73
Hourly	15.7753	16.2923	16.6313	17.1450	17.6533
O.T.	23.6630	24.4385	24.9470	25.7175	26.4800

**LAB TECHNICIAN**

Salary	30,101	31,319	31,642	32,537	33,463
BiWeekly	1,157.73	1,204.58	1,217.00	1,251.42	1,287.04
Hourly	16.5390	17.2083	17.3857	17.8774	18.3863
O.T.	24.8085	25.8125	26.0786	26.8161	27.5795

**JUNIOR PLANNER**

Salary	31,660	32,467	33,310	34,198	35,123
BiWeekly	1,217.69	1,248.73	1,281.15	1,315.31	1,350.88
Hourly	17.3956	17.8390	18.3021	18.7901	19.2983
O.T.	26.0934	26.7585	27.4532	28.1852	28.9475

**WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary	31,735	32,632	33,576	34,625	35,550
BiWeekly	610.29	627.54	645.69	665.87	683.65
Hourly	17.4369	17.9297	18.4483	19.0249	19.5329
O.T.	26.1554	26.8946	27.6725	28.5374	29.2994

**SR. WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary	32,828	33,675	34,577	35,543	36,468
BiWeekly	631.31	647.60	664.94	683.52	701.31
Hourly	18.0374	18.5029	18.9983	19.5291	20.0374
O.T.	27.0561	27.7544	28.4975	29.2937	30.0561

**GEN. CONSTRUCTION INSPECTOR**

Salary					35,390
BiWeekly					1,361.15
Hourly					19.4450
O.T.					29.1675

**CHIEF WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary					41,741
BiWeekly					802.71
Hourly					22.9346
O.T.					34.4019

BAETI

JANUARY 1, 2002

1%

MIN      STEP II   STEP III   STEP IV   STEP V

**ORDINANCE ENFORCEMENT/EDUCATION OFFICER**

Salary	28,989	30,380	31,771	33,162	34,784
BiWeekly	1,114.96	1,168.46	1,221.96	1,275.46	1,337.85
Hourly	15.9280	16.6923	17.4566	18.2209	19.1121
O.T.	23.8920	25.0385	26.1849	27.3314	28.6682

**METER READER/BACKFLOW INSPECTOR (35 HRS)**

Salary	39,307
BiWeekly	755.90
Hourly	21.5971
O.T.	32.3957

**CIVIL ENGINEER GRADE 3**

Salary	32,478	34,034	35,586	40,246	41,172
BiWeekly	1,249.15	1,309.00	1,368.69	1,547.92	1,583.54
Hourly	17.8450	18.7000	19.5527	22.1131	22.6220
O.T.	26.7675	28.0500	29.3291	33.1697	33.9330

**TITLE EXAMINER - ENG.**

Salary	41,330
BiWeekly	1,589.62
Hourly	22.7089
O.T.	34.0634

**SANITARY INSPECTOR**

Salary	37,303	38,858	40,410	45,069	45,996
BiWeekly	1,434.73	1,494.54	1,554.23	1,733.42	1,769.08
Hourly	20.4961	21.3506	22.2033	24.7631	25.2726
O.T.	30.7442	32.0259	33.3050	37.1447	37.9089

**LOCAL BUILDING INSPECTOR, INSPECTOR OF PLUMBING/GAS  
FITTINGS & INSPECTOR OF WIRES, PUBLIC HEALTH NURSE**

Salary	45,996
BiWeekly	1,769.08
Hourly	25.2726
O.T.	37.9089

**CIVIL ENGINEER GRADE 4**

Salary	48,169
BiWeekly	1,852.65
Hourly	26.4664
O.T.	39.6996

BAETI

JULY 1, 2002

2%

MIN STEP II STEP III STEP IV STEP V

**CIVIL ENGINEER - GRADE 1**

Salary					31,372
BiWeekly					1,206.62
Hourly					17.2374
O.T.					25.8561

**CIVIL ENGINEER - GRADE 2**

Salary	29,285	30,245	30,874	31,828	32,772
BiWeekly	1,126.35	1,163.27	1,187.46	1,224.15	1,260.46
Hourly	16.0907	16.6181	16.9637	17.4879	18.0066
O.T.	24.13605	24.92715	25.44555	26.23185	27.0099

**LAB TECHNICIAN**

Salary	30,703	31,945	32,275	33,188	34,132
BiWeekly	1,180.88	1,228.65	1,241.35	1,276.46	1,312.77
Hourly	16.8697	17.5521	17.7336	18.2351	18.7539
O.T.	25.30455	26.32815	26.6004	27.35265	28.13085

**JUNIOR PLANNER**

Salary	32,293	33,116	33,976	34,882	35,825
BiWeekly	1,242.04	1,273.69	1,306.77	1,341.62	1,377.88
Hourly	17.7434	18.1956	18.6681	19.1660	19.6840
O.T.	26.6151	27.2934	28.00215	28.749	29.526

**WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary	32,370	33,285	34,248	35,318	36,261
BiWeekly	622.50	640.10	658.62	679.19	697.33
Hourly	17.7857	18.2886	18.8177	19.4054	19.9237
O.T.	26.67855	27.4329	28.22655	29.1081	29.88555

**SR. WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary	33,485	34,349	35,269	36,254	37,197
BiWeekly	643.94	660.56	678.25	697.19	715.33
Hourly	18.3983	18.8731	19.3786	19.9197	20.438
O.T.	27.59745	28.30965	29.0679	29.87955	30.657

**GEN. CONSTRUCTION INSPECTOR**

Salary					36,098
BiWeekly					1,388.38
Hourly					19.8340
O.T.					29.7510

**CHIEF WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary					42,576
Weekly					818.77
Hourly					23.3934
O.T.					35.0901

BAETI

JULY 1, 2002

2%

MIN STEP II STEP III STEP IV STEP V

**ORDINANCE ENFORCEMENT/EDUCATION OFFICER**

Salary	29,569	30,988	32,406	33,825	35,480
BiWeekly	1,137.27	1,191.85	1,246.38	1,300.96	1,364.62
Hourly	16.2467	17.0264	17.8054	18.5851	19.4946
O.T.	24.3701	25.5396	26.7081	27.8777	29.2419

**METER READER/BACKFLOW INSPECTOR (35 HRS)**

Salary	40,093
BiWeekly	771.02
Hourly	22.0291
O.T.	33.0437

**CIVIL ENGINEER GRADE 3**

Salary	33,128	34,715	36,298	41,051	41,995
BiWeekly	1,274.15	1,335.19	1,396.08	1,578.88	1,615.19
Hourly	18.2021	19.0741	19.9440	22.5554	23.0741
O.T.	27.3032	28.6112	29.9160	33.8331	34.6112

**TITLE EXAMINER - ENG.**

Salary	42,157
BiWeekly	1,621.42
Hourly	23.1631
O.T.	34.7447

**SANITARY INSPECTOR**

Salary	38,049	39,635	41,218	45,970	46,916
BiWeekly	1,463.42	1,524.42	1,585.31	1,768.08	1,804.46
Hourly	20.9060	21.7774	22.6473	25.2583	25.7780
O.T.	31.3590	32.6661	33.9710	37.8875	38.6670

**LOCAL BUILDING INSPECTOR, INSPECTOR OF PLUMBING/GAS  
FITTINGS & INSPECTOR OF WIRES**

Salary	46,916
BiWeekly	1,804.46
Hourly	25.7780
O.T.	38.6670

**CIVIL ENGINEER GRADE 4**

Salary	49,132
BiWeekly	1,889.69
Hourly	26.9956
O.T.	40.4934

BAETI

JANUARY 1, 2003

2%

MIN      STEP II    STEP III    STEP IV    STEP V

**CIVIL ENGINEER - GRADE 1**

Salary					31,999
BiWeekly					1,230.73
Hourly					17.5819
O.T.					26.37285

**CIVIL ENGINEER - GRADE 2**

Salary	29,871	30,850	31,491	32,465	33,427
BiWeekly	1,148.88	1,186.54	1,211.19	1,248.65	1,285.65
Hourly	16.4126	16.9506	17.3027	17.8379	18.3664
O.T.	24.6189	25.4259	25.95405	26.75685	27.5496

**LAB TECHNICIAN**

Salary	31,317	32,584	32,921	33,852	34,815
BiWeekly	1,204.50	1,253.23	1,266.19	1,302.00	1,339.04
Hourly	17.2071	17.9033	18.0884	18.6000	19.1291
O.T.	25.81065	26.85495	27.1326	27.9000	28.69365

**JUNIOR PLANNER**

Salary	32,939	33,778	34,656	35,580	36,542
BiWeekly	1,266.88	1,299.15	1,332.92	1,368.46	1,405.46
Hourly	18.0983	18.5593	19.0417	19.5494	20.0780
O.T.	27.14745	27.83895	28.56255	29.3241	30.117

**WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary	33,017	33,951	34,933	36,024	36,986
BiWeekly	634.94	652.90	671.79	692.77	711.27
Hourly	18.1411	18.6543	19.1940	19.7934	20.3220
O.T.	27.21165	27.98145	28.7910	29.6901	30.4830

**SR. WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary	34,155	35,036	35,974	36,979	37,941
BiWeekly	656.83	673.77	691.81	711.13	729.63
Hourly	18.7666	19.2506	19.7660	20.318	20.8466
O.T.	28.1499	28.8759	29.649	30.477	31.2699

**GEN. CONSTRUCTION INSPECTOR**

Salary					36,820
BiWeekly					1,416.15
Hourly					20.2307
O.T.					30.3461

**CHIEF WATER SERVICE INSPECTOR(35 HRS-WEEKLY)**

Salary					43,428
BiWeekly					835.15
Hourly					23.8614
O.T.					35.7921

BAETI

JANUARY 1, 2003

2%

MIN      STEP II   STEP III   STEP IV   STEP V

**ORDINANCE ENFORCEMENT/EDUCATION OFFICER**

Salary	30,160	31,608	33,054	34,502	36,190
BiWeekly	1,160.00	1,215.69	1,271.31	1,327.00	1,391.92
Hourly	16.5714	17.3670	18.1616	18.9571	19.8846
O.T.	24.8571	26.0505	27.2424	28.4357	29.8269

**METER READER/BACKFLOW INSPECTOR (35 HRS)**

Salary	40,895
BiWeekly	786.44
Hourly	22.4697
O.T.	33.7046

**CIVIL ENGINEER GRADE 3**

Salary	33,791	35,409	37,024	41,872	42,835
BiWeekly	1,299.65	1,361.88	1,424.00	1,610.46	1,647.50
Hourly	18.5664	19.4554	20.3429	23.0066	23.5357
O.T.	27.8496	29.1831	30.5144	34.5099	35.3036

**TITLE EXAMINER - ENG.**

Salary	43,000
BiWeekly	1,653.85
Hourly	23.6264
O.T.	35.4396

**SANITARY INSPECTOR**

Salary	38,810	40,428	42,042	46,889	47,854
BiWeekly	1,492.69	1,554.92	1,617.00	1,803.42	1,840.54
Hourly	21.3241	22.2131	23.1000	25.7631	26.2934
O.T.	31.9862	33.3197	34.6500	38.6447	39.4401

**LOCAL BUILDING INSPECTOR, INSPECTOR OF PLUMBING/GAS  
FITTINGS & INSPECTOR OF WIRES**

Salary	47,854
BiWeekly	1,840.54
Hourly	26.2934
O.T.	39.4401

**CIVIL ENGINEER GRADE 4**

Salary	50,115
BiWeekly	1,927.50
Hourly	27.5357
O.T.	41.3036