

CITY OF BROCKTON

AND

MA LABORERS' DISTRICT COUNCIL

On Behalf of

BROCKTON ASSOCIATION OF ENGINEERS, TECHNICIANS, & INSPECTORS
[2007-2010]

The City of Brockton and the Massachusetts Laborers' District Council, Local 1162, on behalf of the Brockton Association of Engineers, Technicians, and Inspectors hereby agree to the following collective bargaining agreement:

1. Duration: The parties agree to a three year contract effective July 1, 2007 through June 30, 2010 with the following provisions:

2. Hourly Wage Increases

The City agrees to the following hourly rate increases for the titles indicated below. In all cases, the hourly rate increase is effective 7/1/07 and is to be applied before the Base Wage Percentage Increases described in Item 3 below:

Job Title	Hourly Rate Increase
Civil Engineer, Grade 1; Lab Technician	No Increase
Sanitary Inspector	\$2.50 per hour
Civil Engineer, Grade 4	\$3.50 per hour
Junior Planner; Water Service Inspector; Senior Water Service Inspector, General Construction Inspector; Chief Water Service Inspector; Ordinance Enforcement/ Education Officer, Meter Reader/ Backflow Inspector; Civil Engineer, Grade 3; Title Examiner, Local Building Inspector; Inspector of Plumbing/Gas Fittings; Inspector of Wires; Public Health Nurse	\$2.00 per hour

3. Base Wage Increases

1. a.) Effective 7/1/07, 2%
b.) Effective 7/1/08, 2%
c.) Effective 4/1/09, 1%
d.) Effective 7/1/09, 2%

2. The parties agree that effective July 1, 2008 the employee currently holding the title of Civil Engineer Grade 2 shall be reclassified to Civil Engineer Grade 3.

4. Step System

Amend Appendix A to create a Step Schedules:

1. Effective 7/1/07:

Step1 Entry Level	Step 2 3 Years 1%	Step 3 6 Years 1.75%	Step 4 9 Years 2.5%	Step 5 12 Years 3.25%
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2. Effective 7/1/08 and thereafter:

Step1 Entry Level	Step 2 3 Years 1%	Step 3 6 Years 2%	Step 4 9 Years 3%	Step 5 12 Years 4%
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Each of the percentage increases set forth in the below step scales are to be computed from the entry level step and do not accumulate as a percentage above the previous step. For example, the Step 5 rate effective after 7/1/08 is 4% above the entry level step. The above step structure only applies to those job titles that do not presently have a step structure

5. Article V Sick Leave

This Article shall be amended as follows:

a. Add the following sentence to the end of the third paragraph:

Sick Leave under this Article may be taken in hourly increments.

b. Sick Leave Incentive.

Reduce amount of leave required to be entitled to sick leave incentive from one-hundred and fifty (150) days of unused sick leave to seventy-five (75) days.

c. Sick Leave Buyback.

Increase buyback from "Nine Thousand (\$9,000)" to "Eleven Thousand (\$11,000.)"

d. Sick Leave Notification

Add a new section to read as follows:

An employee who is absent due to illness or injury shall notify his or her Division Head or supervisor as to the nature of the illness or injury and expected date of return. Such notification shall be made no later than one-half (1/2) hour after the start of the employee's scheduled shift.

An employee's request for sick leave for medical, dental, or optical treatment shall be submitted two (2) days prior to the first day of the requested leave. This provision shall not apply in the case of an emergency, nor in cases where re-scheduling of the appointment makes the two (2) day notice impracticable.

Absent extenuating circumstances, any employee who fails to give proper notice as described above shall be considered absent without authorization and may be subject to progressive disciplinary action.

e. Sick Leave Review and Probation

Amend this section to read as follows:

(a) Sick Leave Review

(a) Any employee of the Department who demonstrates an unusual or excessive pattern of sick leave behavior, including but not limited to the following, may be subject to sick leave review by the Personnel Director:

1. Use of more than ten (10) undocumented sick days in a fiscal year period;
2. Use of a sick day or days before or after any scheduled vacation leave;
3. Use of a sick day or days on, before or after any of the eleven (11) holidays enumerated in this Agreement, or;
4. Use of a sick day or days that illustrates a particular pattern, such as use of sick days on a given day of the week on a repetitive basis.

For the purposes of Section (a)(1) above, documentation must be in the form of a doctor's note or other medical documentation provided at the time the sick day is used, not after the employee is placed on sick leave review.

(b) Sick Leave Probation

(b) Upon the first instance of any of the above violations, the employee will be subject to sick leave probation for a period of ninety (90) days, beginning on the date the employee is notified of the determination by the Director of Personnel. For all subsequent offenses, the employee may be subject to progressive disciplinary action by the appointing authority or his or her designee.

Any employee who is on sick leave probation must provide written documentation to the Department Head or designee, with a copy to be submitted to the Personnel Director, as soon as practicable, for any sick day used. If such documentation is not provided, or is deemed insufficient by the Personnel Director or his or her designee, the employee will not be allowed to return to work on the next working day and until sufficient documentation is provided. Failure to submit such documentation is grounds for discipline as discussed above.

In determining whether disciplinary action is warranted, the Appointing Authority or his or her designee shall consider each situation on its merits, considering such factors as number/frequency of occurrences, patterns of absenteeism (such as use of sick days before and/or after weekends, holidays and vacations) and duration of absence.

Any disciplinary action imposed hereunder shall be subject to the grievance procedures as outlined in Article III.

6. Article IX - Holidays

Delete the 2nd paragraph and replace existing language with the following:

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. In any instance in which an employee is entitled to choose which day he or she takes off as a skeleton day, preference shall be determined in accordance with seniority within the Department; provided however that the Department Head reserves sole discretion to designate which day an employee has off as necessary for efficient operation of the Department.

7. Article X – Vacations

The parties agree to add the following provision:

Payment in Lieu of Vacation

Each employee who has completed five (5) or more years of service in any paid position of employment with the City and who has accrued more than twenty-five (25) days of vacation time may, by giving written notice to his or her Department Head by December 31 of the calendar year preceding the next fiscal year, elect to be paid additional compensation in lieu of his or her accrued vacation time; subject to the proviso that in no instance, shall any employee be permitted to “sell back” more than five (5) days of his or her accrued vacation time. Compensation for such vacation time shall be calculated at the employee’s hourly rate in effect at the time of the sell-back.

The parties agree that the benefits conferred under this Section shall be effective July 1, 2008, provided that this Agreement has been ratified and funded on or before December 31, 2007. In the event that this Agreement has not been so ratified and funded, the City shall propose an alternate date upon which this Section shall become effective.

8. Article XI – Bereavement Leave

This article will be amended to read as follows:

Employees shall be entitled to bereavement leave as follows:

In the case of the death of a member of an employee's immediate family, the employee shall be granted five (5) working days absence without loss of pay. “Immediate family” for the purposes of this Article shall include: husband, wife, child, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, step-parent, step-child or foster child. The determination of “immediate family” shall be made without consideration to whether the family member is domiciled in the employee’s household.

In case of the death of an employee's relative (by blood or marriage) such as niece, nephew, aunt or uncle, or an employee’s brother-in-law or sister-in-law, the employee shall be granted a three (3) working days leave of absence without loss of pay.

In the case of the death of a current employee of the Department, the Department Head may, on a case by case basis and in his or her discretion, grant employees one-half (1/2) day of bereavement leave with pay, as circumstances so warrant.

In all cases, bereavement leave shall begin on the first work day immediately following the date of death and must be completed within seven (7) days of the death. The intent of this Article is to provide the employee with time off for bereavement at the time of the death. In the event of unusual or special circumstances, delayed bereavement leave may be allowed, with the prior approval of the Department Head.

In the event that an employee's pre-scheduled vacation or personal leave coincides with his or her bereavement leave, the scheduled time off shall be re-credited and charged instead as bereavement leave.

9. Article XIV: Maternity Leave, Family & Medical Leave and Small Necessities Act

This Article shall be amended by changing the title to the foregoing title.

This Article shall be further amended by adding the following language:

The parties acknowledge that on March 28, 2001, having met its obligation to bargain over the issue, the city implemented the adopted federal Family & Medical Leave Act of 1993, 29 U.S.C.A. §§ 2611, and incorporates the City's FMLA policy.

The City agrees to provide eligible employees with additional unpaid leave for specified family obligations in accordance with the terms of the Small Necessities Act, M.G.L.A. 149 § 52D; provided, however, that nothing in this section shall require the City to provide paid sick leave or paid medical leave in any situation in which the City would not normally provide any such paid leave.

10. Article XV - Automobile Allowance

The parties agree to add the following provision:

The possession of a valid Massachusetts driver's license is a condition of employment for any unit member who may be assigned to operate a City vehicle, City equipment, or to use his/her personal vehicle in the conduct of official City

business. Unit members shall notify the department head, in writing, of any loss or suspension of their right to operate a motor vehicle in Massachusetts or elsewhere. Loss of license alone will not be a basis of discipline; provided, however, that failure to provide notice of such loss may be grounds for discipline.

11. Article XVI – Educational Incentive

The parties agree to delete the first three paragraphs only and add the following new language:

The employer shall pay a non cumulative base pay differential, bi-weekly/weekly, to all employees with the following:

- 2% - for a work related Professional Job Related Certification/
License as approved by the employee's Department Head.
Approval shall not be denied unreasonably, arbitrarily, or capriciously.
- 3% - for an Associate's Degree.
- 4% - for a Bachelor's Degree.
- 5% - for a Master's Degree.

12. Article XXIII – Grievance and Arbitration

The parties agree to amend Step 3 as follows:

Change fifteen (15) working days to thirty (30) working days.

13. Article XXV – Uniforms and Clothing Allowance

Amend the current annual clothing, boot and cleaning allowance as follows:

- a.) Clothing Allowance
 - Effective 7/1/07 from \$500.00 to \$600.00
 - Effective 7/1/08 from \$600.00 to \$700.00
 - Effective 7/1/09 from \$700.00 to \$800.00
- b.) Boot Allowance
 - Effective 7/1/07 from \$100.00 to \$150.00
 - Effective 7/1/08 from \$150.00 to \$200.00
 - Effective 7/1/09 from \$200.00 to \$250.00

c.) Cleaning Allowance

Effective 7/1/07 from \$265.00 to \$275.00

Effective 7/1/08 from \$275.00 to \$290.00

Effective 7/1/09 from \$290.00 to \$310.00

14. Article XXXI: Additional Wage Adjustment

The title of this Article shall be changed to "Laborers' National Pension Fund."

This Article shall be further amended adding the following new language:

If, at any time during the duration of this Agreement, the Laborers' National Pension Fund is opened to additional contributions, the parties agree to re-open negotiations with respect to the limited issue of the amount and source of such contributions; provided, however, that any such contributions shall be deposited by the Employer in lieu of wages to the employee, and at no additional cost or expense to the City.

15. Article XXXIII - Residency

The City agrees to amend Article XXXIII, Residency to read as follows:

Employees covered by this agreement shall be subject to Section 2-110, the residency ordinance only for a period of seven (7) years from and after the first day of paid employment as a member of a bargaining unit represented by MA Laborers District Council, Local 1162.

16. Ethics Policy - The Union agrees to the attached revised ethics policy.


17. Master Medical Premium Increase – The Union agrees to the City's proposal which is attached hereto as Attachment A contingent upon the City's implementation of the terms of this Agreement.

18. Elimination of Medicare Part B Reimbursement - The Union agrees to the City's proposal which is attached hereto as Attachment contingent upon the City's implementation of the terms of this Agreement. In addition, the Union agrees to withdraw that portion of the LIUNA grievance on this matter that pertains to this bargaining unit.

FOR THE CITY OF BROCKTON

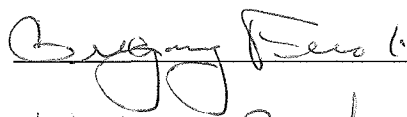


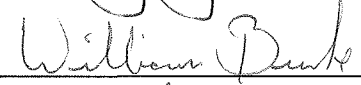
JAMES E. HARRINGTON
MAYOR

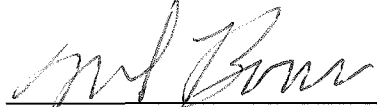


APPROVED AS TO FORM
JENNIFER RIORDAN, ASSISTANT
CITY SOLICITOR

FOR THE MASSACHUSETTS
LABORER'S DISTRICT COUNCIL,
PUBLIC EMPLOYEES LOCAL UNION
LOCAL 1162, in behalf of
BROCKTON ASSOCIATION OF
ENGINEERS, TECHNICIANS, &
INSPECTORS









City of Champions

James E. Harrington- Mayor

Code of Ethics

It is necessary for City of Brockton employees to hold the respect, trust, and confidence of the community. One way this is accomplished is through the creation and enforcement of ethical guidelines for the conduct of public employees. It is therefore the policy of this Administration to uphold, promote, and demand the highest standards of ethics from its employees for personal integrity, truthfulness, honesty and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants, including, but not limited to, theft, dishonesty or the appearance of impropriety, and must never use their City position or powers for personal gain or in breach of the public trust.

Employees shall:

1. *Recognize that the chief function of the local government at all times is to serve the best interests of all the people.*

Public Interest: employees shall treat their office as a public trust, only using the power and resources of public office to advance public interests and not to attain personal benefit or pursue any other private interest incompatible with the public good.

2. *Keep the community informed on municipal affairs; encourage dialogue between the citizens and all municipal employees emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.*

Accountability: employees shall assure that government is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold city officials accountable.

Respectability: employees shall safeguard public confidence in the integrity of City government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety of which is otherwise unbecoming a public official.

3. *Seek no favor; believe that personal benefit or profit secured by confidential information or by misuse of public time is dishonest.*

Private Employment: employees shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Confidential Information: employees shall not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Gifts: employees shall not directly or indirectly solicit any gift or accept or receive any gift – whether it is money, loan, travel, entertainment, hospitality, promise or any other form – under the following circumstances:

- (a) It could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or
- (b) The gift was intended to serve as a reward for any official action on the official's part.

Investments in Conflict with Official Duties: employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.

- 4. *Conduct business of the City in a manner, which is not only fair in fact, but also in appearance.*

Personal Relationships: Personal relationships shall be disclosed in any instance where there could be the appearance of a conflict of interest. Employees are required to provide full disclosure of contacts by proponents and opponents having business before the City.

- 5. *Not knowingly violate any Massachusetts statute, City ordinance or regulation in the course of performing their duties.*

The parties recognize that the language of this policy is subject to differing interpretations. The City agrees that, in the event that it believes this policy has been violated, it shall first provide the employee with an oral warning. Thereafter, in the case of a subsequent violation, a written warning shall be issued. Thereafter, progressive discipline shall be applied.

ATTACHMENT A

Increase In Employee Contribution to Master Medical Health Insurance

A. Effective on and after 11:59 p.m. on August 31, 2008, or whenever all City and School Department unions agree if such time and date are later than 11:59 p.m. on August 31, 2008, Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees enrolled in the City-offered Blue Cross Blue Shield Master Medical Plan shall begin to contribute thirty percent (30%) of the total premiums for that plan and the City shall begin to pay the remaining seventy percent (70%). When the 30% employee contribution for the Blue Cross Blue Shield Master Medical Plan is initiated, the language in the following paragraphs will become effective.

In each full contract year that such Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees pay 30% of the total premiums for the Blue Cross Blue Shield Master Medical Plan, such employees who were employed either during 2007 – 2008 or during the fiscal year prior to the fiscal year during which the aforesaid increase in the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees' share of the premiums for the Blue Cross Blue Shield Master Medical Plan becomes effective, whichever is later, (for example, Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees who are employed during 2008 – 2009 if the aforesaid increase does not become effective until sometime during the 2009 – 2010 fiscal year) ("the qualifying year") and who were enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year ("eligible Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees") will be paid an additional annual stipend ("the Master Medical Stipend") as part of their regular salary depending upon the level of coverage (e.g. individual coverage or family coverage) that they had during the qualifying year. In order to be classified as a Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee during the qualifying year, (e.g. 2007 – 2008, 2008 – 2009 or some year thereafter), the employee must have been either actively employed or on an approved leave of absence during that year and must also have been covered by the Blue Cross Blue Shield Master Medical Plan during that year. Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees who are not employed in the bargaining unit during the qualifying year and/or who were not enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year will not be eligible for the Master Medical Stipend.

The Master Medical Stipend shall be in the exact amount of dollars and cents that corresponds to five percent (5%) of the total annual premium for the Blue Cross Blue Shield Master Medical Plan as of the time and date of the increase in the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees' share of the premium contributions for that plan from 25% to 30%. If in the year of implementation, the 30% employee contribution to the Blue Cross Blue Shield Master Medical Plan is in effect for only a portion of the year, the Master Medical Stipend will be prorated for that year only.

The Master Medical Stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on the July 1 immediately following the commencement of the Master Medical Stipend, the Master Medical Stipend will be increased by the amount of the general salary increases in that year and in all future years. Eligible Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees who either convert to a different health insurance plan, change their level of coverage or drop out of health insurance entirely at any time after the Master Medical Stipend begins to be paid will continue to receive the Master Medical Stipend that corresponds to the level of coverage that they had during the qualifying year.

Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees who return from a leave of absence or who are recalled after a layoff will remain eligible for the Master Medical Stipend. However, eligible Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees who resign and who are later rehired will no longer be eligible for the Master Medical Stipend.

B. In consideration of the foregoing agreement to increase the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees' share of the premium contributions for the Blue Cross Blue Shield Master Medical Plan from 25% to 30%, it is further agreed as follows:

- (1) There will be no proposals to increase Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees' share of the premium contributions for the Blue Cross Blue Shield Master Medical Plan beyond 30% for at least the three year period beginning July 1, 2008.
- (2) There will be no proposals to increase Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees' share of the premium contributions for the HMO Blue, Blue Choice, Harvard Pilgrim Health Care Plans or for any other HMO Plan that the City may make available to its employees beyond 25% for at least the three year period beginning July 1, 2008.

C. Effective as of July 1, 2006, any Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee who was enrolled in the Blue Cross Blue Shield Master Medical Plan during the 2005 – 2006 contract year and who thereafter elects to convert to one of the less expensive health insurance plans that are offered by the City (i.e. HMO Blue, Blue Choice, Harvard Pilgrim Health Care or any other less expensive health insurance plan that the City might subsequently make available to its employees) will receive a conversion stipend that will be payable in three separate lump sum amounts with the first such stipend being paid within thirty (30) calendar days of the conversion and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amount of each of the three stipends will be computed as follows:

- (1) By first determining the total amount of the City's annual premium contribution for the particular type of coverage (i.e. family or individual) that the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee has

under the Blue Cross Blue Shield Master Medical Plan as of the date of the conversion.

- (2) By then determining the total amount of the City's annual premium contribution for the particular type of coverage (i.e. family or individual) that the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee selects in the particular less expensive plan to which the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee elects to convert his/her health insurance coverage as of the date of the conversion.
- (3) Then, by subtracting the amount determined under paragraph (2) above from the amount determined under paragraph 1 above to determine the "conversion differential."
- (4) The first lump sum stipend shall be in the amount of 50% of the conversion differential.
- (5) The second lump sum stipend shall be in the amount of 35% of the conversion differential (i.e. 70% of the first lump sum stipend).
- (6) The third lump sum stipend shall be in the amount of 20% of the conversion differential (i.e. 40% of the first lump sum stipend).

Any Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee who has received either one, two or all three of the conversion stipends will, if he/she re-enrolls in the Blue Cross Blue Shield Master Medical Plan at any time thereafter, refund to the City an amount that is equal to one-half of the total amount of the conversion stipends that he/she received pursuant to this section.

D. Effective as of July 1, 2006, any Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee who is enrolled in any one of the City-offered health insurance plans and who thereafter waives his/her right to coverage under any of those plans will receive an insurance waiver stipend that will be payable in three equal lump sum payments with the first such stipend being paid within thirty (30) calendar days of the waiver and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amounts of each of the three stipends will be computed as follows:

- (1) By first determining the amount of the City's total annual premium contribution for the particular type of coverage (i.e. family or individual) that the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee has under the particular City-offered health insurance plan in which he/she is enrolled at the time of the waiver.
- (2) By then taking 50% of that amount and dividing it by three (3).

- (3) The resulting figure will be the amount of each of the three annual insurance waiver stipends.

In order to be eligible for this insurance waiver stipend, a Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee must first provide the City with written verification that he/she is covered by an alternative health insurance plan, either as the employee/subscriber or as a dependent of an employee/subscriber, which provides a level of coverage that is substantially equivalent to the level of coverage that is provided under the least expensive health insurance plan that is offered by the City at the time of the waiver. Local 1162, Brockton Association of Engineers, Technicians and Inspectors employees who access the health insurance waiver stipend will be permitted to subsequently enroll in one of the City-offered health insurance plans during any subsequent open enrollment period. However, any such Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee will be permitted to enroll in one of the City-offered health insurance plans at any time between the open enrollment periods upon a showing of changed circumstances (such as, for example, the loss of or unavailability of the alternative health insurance plan by which he/she was covered at the time of the waiver, the onset or deterioration of a significant medical condition since the exercise of the waiver, the death of or divorce from a spouse or the dissolution of a partnership with the employee/subscriber under whose alternative health insurance plan the Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee was covered at the time of the waiver) or for some other valid reason.

Any Local 1162, Brockton Association of Engineers, Technicians and Inspectors employee who has received either one, two or all three of the insurance waiver stipends will, if he/she (or his/her spouse both at the time of the waiver and at the time of any subsequent re-enrollment) subsequently enrolls in one of the City-offered health insurance plans at any time thereafter, refund to the City an amount that is equal to one-half of the total amount of the insurance waiver stipends that he/she received pursuant to this section.

E. The City is undertaking a study to develop a Preferred Provider Organization health insurance plan ("PPO") which shall be designed to be an alternative to the Blue Cross Blue Shield Master Medical Plan. The City will bargain with the Union to the full extent required by law about the adoption of such a PPO.