

**Memorandum of Agreement  
between  
City of Brockton (the City)  
and  
Massachusetts Laborers' District Council  
on behalf of  
Brockton Association of Engineers, Technicians and Inspectors  
of the  
Laborers' International Union of North America (the Union)**

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the City's negotiating teams, subject to ratification by the Union membership of the Union, and funding by the Brockton City Council as required by law. For purposes of further negotiations and/or impasse procedures, this Memorandum shall be considered off-the-record until ratification and funding occur. Failing such ratification or funding, both parties will be free to revert to their on-the-record positions.

The collective bargaining agreement which expired on June 30, 2013 shall be extended without change for a period of three years except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2016.

**1. Base Wages FY16:**

Effective retroactive to July 1, 2015, base wages shall be increased for all unit members by five and eighty-six tenths (5.86%) percent, which base wage is to be calculated against base wages in effect on June 30, 2013. Expressed in decimal terms, this increase is the mathematical result of the following calculation:

$$(1.02) \times (1.02) \times (1.0125 + .005), \text{ rounded to } 1.0586, \text{ or } 5.86 \%$$

INCLUDED in the calculation described ABOVE, in exchange for additional language in the collective bargaining agreement regarding recorded calls language and additional hours on Monday evenings, effective retroactive to July 1, 2015, base wages shall be increased for all unit members by one half (0.5%) percent. This increase is NOT in addition to the 5.86 % increase described above; this is a portion of the 5.86%.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the five and eighty-six tenths (5.86%) percent base wage increase.

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

**2. Cash Payment:**

All unit members shall receive a cash payment in the amount of one and ninety-five tenths (1.95%) percent of base wages, which cash payment is to be calculated against base wages in effect on July 1, 2015. Expressed in decimal terms rather than percentages, this bonus is the mathematical result of the following calculation:

$$(1.02/1.0586) + (1.02 \times 1.02)/1.0586, \text{ rounded up to } 1.0195, \text{ or } 1.95\%$$

**3. Cash Payment:**

In lieu of retroactive salary increases for fiscal years FY 14 and FY 15, and in exchange for an agreement to execute a successor agreement effective FY17-FY19 on or before November 18, 2016, all unit members shall receive a cash payment in the amount of nine and five hundred ninety nine hundredths (9.599%) percent of base wages, which cash payment is to be calculated against base wages in effect on July 1, 2015. **Failure to reach agreement as to a successor contract for FY17-FY19 on or before November 18, 2016 shall void this provision, unless extended by the City at its sole and absolute discretion with or without cause.**

**4. GPS:**

All city-owned vehicles shall be equipped with Global Positioning System devices.

**5. Overtime:**

*Add the following new language to Article VIII, Overtime*

Training or continuing education necessary to maintain mandatory licenses and/or certifications required as a condition of employment, which training cannot be complete during employees' regular hours of duty, shall be compensated at the overtime rate with prior, written approval of the Department Head.

**6. Dental:**

The City is offering a richer dental plan with the same insurer, BCBS. Plan implementation would not occur until there is union-wide acceptance.

**7. Personal Time:**

Article XXIX Personal Day shall be amended as follows:

*deleting the following language:*

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.

*adding the following language:*

Each employee shall be entitled to four (4) 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.

**8. Monday Hours:**

Article XVII shall be amended as follows:

*By adding the following paragraph:*

Employees may volunteer for the following compensatory time opportunity. The following City Hall Offices remain open until 7:00 pm on Monday evenings, at the sole discretion of the City and the availability of volunteers, to service the public in primarily routine transactions (paying a bill, applying for a permit etc.): Public Property, Department of Public Works (3<sup>rd</sup> Floor City Hall), Tax Collector's, Law Department (excluding Workers' Compensation), Assessors, Clerk's (if permitted by the Department Head), Elections (if permitted by the Board), and the Planning Department. In the event that there is a Monday holiday, there will be no evening hours that week. For those additional hours worked on Monday evening (4:30 pm – 7:00 pm), employees shall receive Comp Time at the rate of time and one half (total of 3.75 hours) which shall be taken on Friday afternoon of that week. Those employees working the evening hours on Monday of a given week shall be entitled to leave at 11:45 am of Friday of that same week (this includes their one (1) hour lunch break). One (1) employee may be eligible to work the evening hours. A detail police officer shall be stationed in City Hall, and access to the building shall be limited to one (1) entrance. The evening hours opportunity shall be offered on a rotating basis based on seniority.

Note: All pertinent provisions of Collective Bargaining Agreement must be altered to reflect this agreement.

**9. New Titles**

Article I, Union Recognition shall be amended to add the following titles:

Conservation Agent – class title Local Inspector

**10. Retirement Sick Buyout**

Amend Article V, Sick Leave to increase retirement sick buy out from \$11,000 to \$13,800.

**11. Light Duty:**

Amend Article XXXV, Light Duty by replacing said article in its entirety with the following:

The City and the Union agree that any injured employee, whose 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 either the City's worker's compensation agent for work related injury/illness or the Director of Personnel for non-work related injury/illness. 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 anytime at the sole discretion of the Department Head.

Workers' Compensation Agent or Director of Personnel, as appropriate, shall send employee letter enclosing job description, work capacity form, and release. Employee's treating physician shall complete the work capacity form. When necessary, at the Workers' Compensation Agent's or Director of Personnel's sole discretion, the Workers' Compensation Agent or Director of Personnel, as appropriate, shall be entitled to contact Employee's treating physician to obtain further information and/or documentation.

Employees on light duty shall NOT be eligible for overtime assignments.

**12. Automobile Insurance:**

Create a new article as follows:

**ARTICLE XXXVII  
AUTOMOBILE INSURANCE**

The following policy applies to all employees using a personal motor vehicle on City-business those employees who use personal vehicles for city business must provide to the city each year a copy of their valid auto policy declaration page. Said insurance shall provide a business rider, the cost of which shall be reimbursed to the employee.

**13. Safe Driving:**

Create a new article as follows:

**ARTICLE XXXVIII  
SAFE DRIVING**

Safe Driving. The following policy applies to all employees using City-owned vehicles or using computers, on line email, pagers, palm pilots, pda's, and any other communication device. The use of cell phones and other hand-held electronic devices, including hands-free devices, shall be limited in accordance with this provision, while operating a motor vehicle and personal a motor vehicle on City-business; failure to adhere to said policy may result in discipline. Members shall adhere to traffic laws. While operating a motor vehicle, members shall limit distractions through the use of cell phones and other hand-held electronic devices. The communication should be as short as reasonably necessary. Additionally, where feasible, a member placing a call should first attempt to pull off the road to a safe location before making calls. In the event of an accident, all employees are required to complete an accident report, which report is to be submitted to and discussed with his/her supervisor. In the event of the occurrence of 2 accidents within a 6 month rolling period, which accidents were caused due to the fault of the employee as determined by the insurance company or police department, Members may be subject to a one-time random drug and alcohol testing, to be administered once during the rolling 6-month period from the determination of fault.

This policy applies to all employees using City-owned vehicles; failure to adhere to said policy shall result in discipline. Members shall refrain from smoking inside City-owned vehicles.

**14. Recorded Calls:**

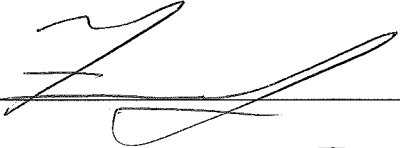
Create a new article as follows:

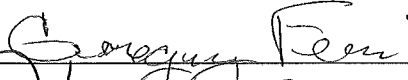
**ARTICLE XXXVIV  
RECORDED CALLS**

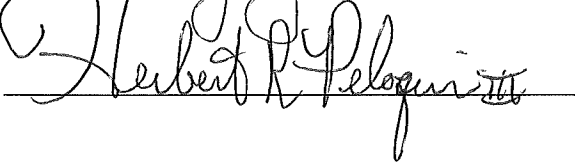
All calls to city phone lines, excluding those enumerated below, shall be recorded. Said recordings shall be considered City property. The City reserves the right to access, review, copy, disclose, and delete any such recordings about which a complaint has been made and to disclose them to any party (inside or outside the City) that it deems appropriate without prior notice. Employees, while using the telephone, shall be courteous, professional and business-like. Employees shall refrain from using any words or references that could be viewed as obscene, derogatory, or racially, sexually, ethnically or otherwise offensive to colleagues, customers, suppliers or residents. Employees who violate this Policy are subject to disciplinary action, up to and including termination of employment.

Dated this 8<sup>th</sup> day of November, 2016.

MA DISTRICT COUNCIL,  
LOCAL 1162,

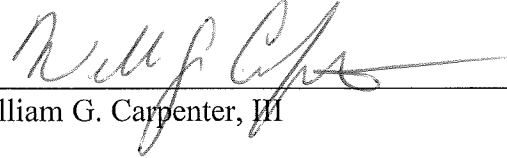
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

CITY OF BROCKTON,  
By Its Mayor,

  
\_\_\_\_\_

William G. Carpenter, III

APPROVED AS TO FORM:

  
\_\_\_\_\_

Law Department

		MIN	STEP II	STEP III	STEP IV	STEP V
		Entry Level	3 YEARS	6 YEARS	9 YEARS	12 YEARS
		01	02	03	04	05
CIVIL ENGINEER - GRADE 1						
Salary	GR 1	40,991	41,391	41,793	42,194	42,594
BiWeekly		1,576.58	1,591.96	1,607.42	1,622.85	1,638.23
Hourly		22.5226	22.7423	22.9631	23.1836	23.4033
O.T.		33.7839	34.11345	34.44465	34.7754	35.10495

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
CIVIL ENGINEER - GRADE 2						
Salary	GR 2	42,622	43,849	44,650	45,871	47,076
BiWeekly		1,639.31	1,686.50	1,717.31	1,764.27	1,810.62
Hourly		23.4187	24.0929	24.5330	25.2039	25.8660
O.T.		35.1281	36.1394	36.7995	37.8059	38.7990

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
LAB TECHNICIAN						
Salary	GR 3	40,139	41,725	42,146	43,314	44,519
BiWeekly		1,543.81	1,604.81	1,621.00	1,665.92	1,712.27
Hourly		22.0544	22.9259	23.1571	23.7989	24.4610
O.T.		33.0816	34.38885	34.73565	35.6984	36.6915

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
JUNIOR PLANNER (1430)						
Salary	GR 4	46,464	47,518	48,618	49,775	50,976
BiWeekly		1,787.08	1,827.62	1,869.92	1,914.42	1,960.62
Hourly		25.5297	26.1089	26.7131	27.3489	28.0089
O.T.		38.2946	39.1634	40.0697	41.0234	42.0134

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
WATER SERVICE INSPECTOR 35 HRS-WEEKLY (1426)						
Salary	GR 5	46,561	47,733	48,965	50,331	51,538
Weekly		895.40	917.94	941.63	967.90	991.12
Hourly		25.5829	26.2269	26.9037	27.6543	28.3177
O.T.		38.3744	39.34035	40.3556	41.4815	42.4766

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
SR. WATER SERVICE INSPECTOR(35 HRS-WEEKLY)						
Salary	GR 6	47,989	49,094	50,266	51,528	52,733
Weekly		922.87	944.12	966.65	990.92	1,014.10
Hourly		26.3677	26.9749	27.6186	28.3120	28.9743
O.T.		39.5516	40.4624	41.4279	42.4680	43.4615

		MIN	STEP II	STEP III	STEP IV	STEP V
		Entry Level	3 YEARS	6 YEARS	9 YEARS	12 YEARS
		01	02	03	04	05
GEN. CONSTRUCTION INSPECTOR (1401)						
Salary	GR 7	51,326	51,830	52,335	52,839	53,342
BiWeekly		1,974.08	1,993.46	2,012.88	2,032.27	2,051.62
Hourly		28.2011	28.4780	28.7554	29.0324	29.3089
O.T.		42.3017	42.7170	43.1331	43.5486	43.9634

		MIN	STEP II	STEP III	STEP IV	STEP V
		Entry Level	3 YEARS	6 YEARS	9 YEARS	12 YEARS
		01	02	03	04	05
CHIEF WATER SERVICE INSPECTOR - 35 HRS-WEEKLY (1410)						
Salary	GR 8	59,607	60,194	60,781	61,368	61,956
Weekly		1,146.29	1,157.58	1,168.87	1,180.15	1,191.46
Hourly		32.7511	33.0737	33.3963	33.7186	34.0417
O.T.		49.1267	49.6106	50.0945	50.5779	51.0626



**ORDINANCE ENFORCEMENT/EDUCATION OFFICER (1705)**

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
Salary	GR 9	42,984	44,799	46,610	48,423	50,540
BiWeekly		1,653.23	1,723.04	1,792.69	1,862.42	1,943.85
Hourly		23.6176	24.6149	25.6099	26.6060	27.7693
O.T.		35.4264	36.9224	38.4149	39.9090	41.6540

**METER READER/BACKFLOW INSPECTOR - 35 HRS (1427)**

		MIN	STEP II	STEP III	STEP IV	STEP V
		Entry Level	3 YEARS	6 YEARS	9 YEARS	12 YEARS
		01	02	03	04	05
Salary	GR 10	56,434	56,990	57,545	58,101	58,656
Weekly		1,085.27	1,095.96	1,106.63	1,117.33	1,128.00
Hourly		31.0077	31.3131	31.6180	31.9237	32.2286
O.T.		46.5116	46.9697	47.4270	47.8856	48.3429

**CIVIL ENGINEER GRADE 3 (1409)**

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
Salary	GR 11	47,532	49,560	51,582	57,657	58,864
BiWeekly		1,828.15	1,906.15	1,983.92	2,217.58	2,264.00
Hourly		26.1164	27.2307	28.3417	31.6797	32.3429
O.T.		39.1746	40.8461	42.5126	47.5196	48.5144

**TITLE EXAMINER - ENG. (1429)**

		MIN	STEP II	STEP III	STEP IV	STEP V
		Entry Level	3 YEARS	6 YEARS	9 YEARS	12 YEARS
		01	02	03	04	05
Salary	GR 13	59,070	59,652	60,233	60,816	61,398
BiWeekly		2,271.92	2,294.31	2,316.65	2,339.08	2,361.46
Hourly		32.4560	32.7759	33.0950	33.4154	33.7351
O.T.		48.6840	49.1639	49.6425	50.1231	50.6027

**SANITARY INSPECTOR (1414)**

		MIN	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
Salary	GR 16	54,896	56,922	58,943	65,016	66,226
BiWeekly		2,111.38	2,189.31	2,267.04	2,500.62	2,547.15
Hourly		30.1626	31.2759	32.3863	35.7231	36.3879
O.T.		45.2439	46.9139	48.5795	53.5847	54.5819

**LOCAL BUILDING INSPECTOR (1417), INSPECTOR OF PLUMBING/GAS FITTINGS (1419) & INSPECTOR OF WIRES (1423), PUBLIC HEALTH NURSE (1413) CONSERVATION AGENT**

		MIN	STEP II	STEP III	STEP IV	STEP V
		Entry Level	3 YEARS	6 YEARS	9 YEARS	12 YEARS
		01	02	03	04	05
Salary	GR 17	65,152	65,793	66,437	67,079	67,722
BiWeekly		2,505.85	2,530.50	2,555.27	2,579.96	2,604.69
Hourly		35.7979	36.1500	36.5039	36.8566	37.2099
O.T.		53.6969	54.2250	54.7559	55.2849	55.8149

**CIVIL ENGINEER GRADE 4 (1402)**

		MIN	STEP II	STEP III	STEP IV	STEP V
		Entry Level	3 YEARS	6 YEARS	9 YEARS	12 YEARS
		01	02	03	04	05
Salary	GR 18	71,208	71,910	72,614	73,317	74,020
BiWeekly		2,738.77	2,765.77	2,792.85	2,819.88	2,846.92
Hourly		39.1253	39.5110	39.8979	40.2840	40.6703
O.T.		58.6880	59.2665	59.8469	60.4260	61.0055