

AGREEMENT

between

CITY OF BROCKTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1162

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA



JULY 1, 2007 - JUNE 30, 2010

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ARTICLE I
UNION RECOGNITION

1-01 The Employer recognizes the Union as the exclusive bargaining representative for all full-time employees in the following positions:

- Laborer
- Yardman
- Motor Equipment Operator
- Machinist
- Cleaning Worker & Custodial Worker (Public Property & Library)
- Special Police Officer to Enforce all Parking and Parking Meter Rules and Regulations (Meter Maid)
- Elevator Operator
- Junior Building Custodian
- Maintenance Man
- Heavy Motor Equipment Operator
- Motor Equipment Repairman "B"
- Storekeeper/Dispatcher
- Cemetery Maintenance Craftsman
- Groundskeeper
- Greenskeeper
- Working Foreman (All Departments)
- Tree Climber & Extra Heavy Motor Equipment Operator
- Special Heavy Motor Equipment Operator
- Highway Maintenance Craftsman & Working Foreman
- Repairman & Motor Equipment Repairman "A"
- Senior Building Custodian
- Cemetery Foreman
- Refuse Collection Foreman
- Highway Construction Foreman
- Forestry Foreman
- Head Groundskeeper
- Head Greenskeeper
- Highway Construction Supervisor
- General Foreman
- Welder
- Hoisting Equipment Operator
- Clerk/Dispatcher
- Part-Time Parking Cashier/Booth Attendant
- Part-Time Parking Lot Maintenance
- Part-Time Parking Garage Maintenance

1-02 Any changes in job titles or any additional new job titles included in Section 1-01 are for administrative convenience only and are not meant to reflect any change in the Employer's recognition as to the employees constituting the bargaining unit. If any change in job title shall, as changed, correspond to a job title existing in some other bargaining unit, such correspondence is coincidental only and does not reflect any agreement by the parties to alter the nature and extent of the bargaining unit. This same provision shall apply to any new job titles which may correspond to existing job titles in some other bargaining unit, and if the Employer seeks as yet new job titles, the Employer will first negotiate such proposed changes with the Union.

1-03 The Employer will not aid, promote or finance any labor organization other than the present designated organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE II

MEMBERSHIP - AGENCY SERVICE FEE

2-01 In accordance with the provisions of General Laws Chapter 150E, Section 12, if, after thirty (30) days of execution of this Agreement, a majority of all employees, present and voting, in the bargaining unit covered by this Agreement between the City of Brockton and the Public Employees' Local 1162 of the Laborers' International Union of North America, AFL-CIO, vote for the payment of a service fee, the Employer shall require, as a condition of employment during the life of said Agreement, the payment on or after the thirtieth (30th) day following the beginning of employment or the date the employees formally voted for the payment of a service fee, whichever is the later. 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 monthly union fee.

2-02 The Union 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 such service fee from an employee's pay or out of the application of this Article.

2-03 Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the salary account of such employee and pay to the Union on the last working day of each month all membership fees due and/or agency fees levied by the Union for the current month.

2-04 The City Treasurer shall require the Treasurer of the Union to obtain such bond and in such form as shall satisfy the City Treasurer in accordance with the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws.

2-05 Payroll deduction authorizing the agency service fee shall be on the following form:

I hereby authorize and direct Employer to deduct from my earnings accumulated to my credit, the agency service fee charged against me by Public Employees' Laborers' Mass. District Council Local 1162, of the Laborers' International Union of North America, AFL-CIO, upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (Treasurer) of that organization, agreeing that the City of Brockton, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws Chapter 180, Section 17G. It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice in writing to the Employer, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Local 1162.

Dated this _____ day of _____.

Signature

2-06 No action by the City of Brockton shall be considered against any employee of the bargaining unit for failure to meet his/her agency service fee obligations unless and until the Union certifies in writing to the City of Brockton that said employee has not met the obligations imposed by this Article.

2-07 It is understood by the Employer and the Union that the deductions of the agency service fee shall be made by the Employer through its Treasurer only during the existence of an executed agreement between the City of Brockton and the Union.

2-08 In the event an employee exercises a withdrawal of authorization of agency fee deduction, this action shall preclude said employee from continuing his/her status as an employee for the City of Brockton in accordance with applicable State laws.

2-09 The Union will maintain reasonable records reflecting the cost of collective bargaining and contract administration.

2-10 Upon proper authorization, the Employer shall deduct from the salary account of Union members and pay to the Union all assessment fees levied by the Union.

ARTICLE III
GRIEVANCE PROCEDURE

3-01 In the event that a grievance or dispute as to the interpretation or application of the terms of this Agreement should arise, then said grievance or dispute shall be dealt with in the following manner:

3-02 STEP 1. The aggrieved employee, together with a Union representative, shall present said grievance or dispute in writing setting forth the remedy sought, within ten (10) working days of its occurrence or knowledge thereof, to the Department Head. The Department Head shall reply in writing within ten (10) working days of the submission of said grievance or dispute. Failure of the Department Head or Division Head to answer in writing within ten (10) working days of the receipt of the grievance shall permit the aggrieved employee to submit the grievance at the STEP 2. level.

3-03 STEP 2. In the event the grievance or dispute is not resolved in STEP 1., the aggrieved employee may submit a copy of said written grievance or dispute to the Mayor or his designee within ten (10) working days after receipt of the written reply from the Department Head.

3-04 STEP 3. The Mayor or his designee shall reply to the Union representative in writing within twenty (20) calendar days excluding Saturdays, Sundays and holidays after receipt of said grievance.

3-05 In the event the matter has not been resolved to the satisfaction of the aggrieved employee, then said employee may submit the grievance to arbitration under the auspices of the American Arbitration Association, by serving written notice upon the Employer within thirty (30) calendar days after the conclusion of STEP 3.

3-06 The grievance, when submitted for arbitration, shall set forth the same facts and remedy sought as contained in STEP 1., unless otherwise changed by mutual agreement of the parties.

3-07 A grievance submitted for arbitration and the selection of an arbitrator shall be conducted under the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.

3-08 The arbitrator's jurisdiction and the authority of the arbitrator of the grievance and his/her opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and the Employer. The award in writing of the arbitrator within his/her jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee, the Union and the Employer.

3-09 The union and the Employer shall each bear its own expenses in the arbitration proceeding, except that the parties shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him/her.

ARTICLE IV

DISCRIMINATION

4-01 Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, creed, color, national origin, political belief, sex or age.

4-02 There shall be no discrimination by superintendents or other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provisions of the Agreement or his/her refusal to comply with any order which would violate this Agreement.

4-03 The burden of proof shall at all times be upon the employee whenever his/her refusal to comply with an order is based upon any provision of this Agreement.

ARTICLE V

VALIDITY

5-01 If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet and discuss whether to add to this Agreement any new provisions in substitution for the invalid provision, but no new provision shall be added without the mutual agreement of the parties.

ARTICLE VI

SICK LEAVE

6-01A Full-time employees shall accrue paid sick leave for each full month, one and one-quarter (1 1/4) days per month, calculated in hours and posted on the first day of the month for the previous month's accrual, for a total of fifteen (15) sick days during the contract year. A full month of work is defined as actual days worked, or on a paid leave, except the employee may be off the payroll one (1) day without loss of the accrual of the one and one-quarter days within a month. When accrued, the sick leave shall be deemed retroactive to the first day of the month for the purposes of paragraph 6-10.14 only.

6-01B Parking Garage-Part-time employees shall accrue sick leave at a rate of four hours (4) per month up to a maximum of thirty (30) hours each calendar year. Unused sick leave shall not carry over into the next calendar year.

6-02 Sick leave payment shall be granted, provided said leave is caused by sickness or injury, exposure to contagious disease, or on account of serious illness of any employee's immediate family.

6-03 Sick leave time shall accrue while an employee is on vacation, or any other paid leave.

6-04 Effective July 1, 1981, there shall be no restriction upon the accumulation of sick leave.

6-05 When absence by reason of sickness or injury is for a period of more than two (2) days, the Department or Division Head may require an employee to file a certificate of disability, signed by a regularly licensed and practicing physician, or by the City physician or surgeon, before the employee shall be entitled to compensation as herein provided.

Further the parties agree that before an employee may return to work the City may require that the employee be granted a complete medical clearance which must state in part that the employee may return to work based on his job description with no restrictions. This no restrictions requirement shall be limited to the specific injury or illness or any complications arising therefrom. The City, at its discretion, shall determine whether or not an employee required to obtain such a certificate must see the employee's own physician (at employee's expense) or a City designated physician (at the City's expense). The employee has the right to require the use of the City physician at the City's expense. This provision shall not in any way abridge or diminish the City's right to consider whether or not a particular employee is capable of performing the functions of his or her job at any time.

6-06 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.

6-07 In every instance due to sick leave absence, each employee shall file with the head of his/her department or division an Employee Certificate for Payment, to be prescribed by the City Auditor, before the employee shall be entitled to sick leave payment.

6-08 Each Department or Division Head shall keep a record of all sick leave granted to each employee in his department on a standard form to be prescribed and this record shall be available for reasonable inspection by each employee.

On or about July first of each fiscal year, the Department or Division Head will provide each employee with a statement containing his/her accumulated sick leave showing:

(1) all sick leave earned during the previous year, (2) sick leave used during the previous year and (3) total accumulated sick leave from all years to date.

6-09 Employees whose service is terminated shall not be entitled to compensation in lieu of sick leave not taken. Any employee forfeiting accrued sick leave as the result of being subject to layoff without recall for more than two (2) years as defined in Article XV SENIORITY shall have up to twenty-five (25) of said accrued sick leave days contributed to the sick leave bank.

6-10 There shall be a sick leave bank, the purpose of which is to grant additional sick leave days to employees within the bargaining unit, subject to the conditions as hereinafter set forth in this paragraph.

6-10.1 Sick leave days will be deposited in the sick leave bank as follows: for any employee who has accumulated one hundred and fifty (150) sick leave days and has such accumulation credited to his account on the last day immediately preceding the first day of the contract year, namely July 1, and who is on the City payroll on the first working day of that contract year, and in the immediately ensuing period extending through June 30, uses no sick leave day whatever, the Employer, City of Brockton, agrees to deposit two and one-half (2.5) days in the sick leave bank in existence pursuant to this paragraph.

6-10.2 For any employee who has accumulated fewer than one hundred and fifty (150) sick leave days by the last day immediately preceding the first day of the contract year, namely July 1, and who is on the City payroll on the first working day of the contract year, and in the immediately ensuing period extending through June 30, 1987 uses no sick leave day whatever, the Employer, City of Brockton, agrees to deposit one and one-quarter (1.25) sick leave days in the sick leave bank in existence pursuant to this paragraph.

6-10.3 When such sick leave days have been deposited in accordance with the previous paragraphs, they will thereafter be administered by three (3) members, two of whom shall be designated by the City and one by the Union. Such shall be known as the Sick Leave Bank Committee hereinafter referred to as "the Committee".

6-10.4 Only those employees who are members of the bargaining unit are eligible to be awarded sick leave days from the sick leave bank.

6-10.5 Application for consideration for the granting of sick leave days may be made by any employee of the bargaining unit by submitting his/her request in writing to the Public Employee's Personnel and Labor Relations Board. The applicant shall also submit with the application all relevant information he/she deems appropriate, and will, upon request, provide any reasonable additional information the Board may deem appropriate. Within thirty (30) days after the receipt of the completed application, together with any additional information required by the Board, the Committee shall award the sick leave days requested, provided there are sufficient days accumulated in the bank; if the Committee denies the application, in whole or in part, it shall state its reasons for so doing, briefly and concisely, which statement shall be delivered to the applicant and a copy of which shall be delivered to the Union steward. Under these circumstances, the employee will also be furnished a statement informing him/her that he/she has a right to appear in person before the Committee to make any statement or bring to the attention of the Committee any additional information he/she desires.

6-10.6 After the applicant is afforded the opportunity to appear personally before the Committee, in accordance with the provisions of paragraph 6-10.5 above, the previous decision of the Committee shall become final and binding upon the applicant, unless the Committee shall

modify its earlier decision in whole or in part, in which case the subsequent decision of the Committee shall become final and binding upon the applicant.

6-10.7 The Committee may award sick leave days in accordance with the previous paragraphs herein only to an applicant who has no personal sick leave days and who is found by the Committee to be suffering incapacity not otherwise compensable under General Laws Chapter 152, the so-called Workers' Compensation Act.

6-10.8 Once sick leave days have been awarded, same may be terminated by the Committee at any time thereafter and the decision of the Committee shall be final; in no event may sick leave bank benefits extend beyond twenty (20) sick days without further vote of the Committee.

6-10.9 The term "incapacity" as used herein means such incapacity, the proof of which is established by competent medical evidence, as opposed to subjective complaints or findings.

6-10.10 When the Committee has authorized the award of sick leave bank days, the Committee shall take those administrative steps necessary to inform the Department or Division Head or other City officials and agencies so that the payment will be effected with the least possible delay, consistent with the total administrative burden of the Employer.

6-10.11 Notwithstanding all of the above paragraphs relating to sick leave bank administration, in addition to those terms and conditions, the employee/applicant must comply with all other terms and conditions set forth in this collective bargaining agreement and which otherwise apply to the ordinary entitlement and administration of sick leave benefits.

6-10.12 If by the first working day of July an employee shall have accumulated seventy-five (75) days of unused sick leave, he/she shall be entitled to additional compensation as shown below for the ensuing twelve (12) month period if he/she shall use within that twelve (12) month period no sick leave or shall use sick leave for only one, two, three or four days. The schedule below reflects the agreement of the parties.

SICK LEAVE DAYS ACCUMULATED BY JULY	SICK LEAVE DAYS USED TWELVE-MONTH PERIOD FOLLOWING ENDING JUNE 30, OR PRIOR YEAR	ADDITIONAL COMPENSATION TO BE PAID BY EMPLOYER ON OR ABOUT JULY 1, IN AN AMOUNT EQUAL TO
75 days	0	one week's pay
75 days	1	4/5 of a week's pay
75 days	2	3/5 of a week's pay
75 days	3	2/5 of a week's pay
75 days	4	1/5 of a week's pay

6-10.13 Payment will be made on the first payroll next following the completion of the twelve-month period involved.

6-10.14 If by the first working day of July an employee shall have accumulated fewer than seventy five (75) 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.

6-10.15 Sick Leave Sell Back Any full-time employee who has not used any sick leave during the calendar year can exchange up to three (3) sick days at their respective rate of pay in effect on December 31st of that year. "Rate of pay" shall be the wage established under Appendix "A". Said exchange shall not be included in any calculation of rate of pay. In order to effectuate an exchange the following procedure must be used: a full-time employee who has not used any sick days during the calendar year must notify his department head in writing of his intent to exercise said right of exchange and the number of days to be exchanged (1,2 or 3) no later than January 31st of the following calendar year. The payment shall be made, and the employee's sick leave balance shall be correspondingly reduced during the next July following.

6-11 A full-time employee who retires from his/her position with the City, or dies while employed by the City, shall receive a cash payment in an amount equivalent to fifty (50%) percent 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 the sum of Eleven Thousand (\$11,000.00) Dollars. Payments made in accordance with this section shall not be included in the computation of earnings for purposes of calculating retirement (pension) benefits unless a court of appellate jurisdiction in a lawsuit relating to any employee in the Commonwealth, with the exception of employees of the City of Brockton, determines such payments must be included for such purposes.

6-12 Sick Leave Notification. A full-time 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. With respect to an afternoon or midnight shift, such notification shall be made at least two (2) hours prior to the start of the employee's respective work shift.

Any part-time employee who expects to be absent due to illness or injury shall notify his or her Department Head or supervisor as to the nature of the illness or injury and expected date or time of return. Such notification shall be made at least two (2) hours prior to the start of the employee's work shift.

Any 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.

6-13 An employee who is absent, due to an injury incurred in the line of duty, shall continue to accrue sick leave for up to twelve (12) calendar months of such absence. Such employee shall

not accrue additional sick leave thereafter until such time as he/she return to work. This section shall be effective for absences of twelve (12) full calendar months of more measured from May 1, 1988.

6-13A NO PAY STATUS No pay status: After thirty (30) days of no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work.

6-14A SICK LEAVE REVIEW Any full-time 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 a sick leave review by the Personnel Director:

1. Use of more than ten (10) undocumented sick days in a fiscal year period;
2. Any employee who has any of the following unusual patterns of the following sick leave behavior:
 - a.) Use of a sick day or days before or after any scheduled vacation leave;
 - b.) Use of a sick day or days on, before or after any of the eleven (11) holidays enumerated in this Agreement, or;
 - c.) 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.

Any part-time employee 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 twenty four (24) hours 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, before or after any of the eleven (11) holidays enumerated in this agreement; or
4. Use of a sick days 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 (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.

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 General Foreman, Superintendent or Department Head, 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.

ARTICLE VII BEREAVEMENT LEAVE

7-1 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.

7-2 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.

7-3 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.

ARTICLE VIII **MATERNITY LEAVE**

8-01 Pregnant employees shall be eligible for maternity leave.

8-02 By the end of the third month of pregnancy, said employee shall notify the Department or Division Head of the expected date of delivery and the date she wishes to cease work. By the end of the sixth month of pregnancy, said employee, should she desire to continue working, shall provide the Department or Division 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.

8-03 Maternity leave will be granted for a period not to exceed nine (9) months or the length of the physical disability, not exceeding two (2) years.

8-04 During the period of maternity leave, said employee shall accrue seniority, vacation time and sick leave, as set forth in General Laws Chapter 149, Section 105D, and upon return to work shall be entitled to receive the prevailing rate of pay for the classification of said employee.

ARTICLE IX **JURY DUTY**

9-01 An employee in full-time employment who is required to serve on a jury shall be paid the difference between compensation received for jury duty and his/her regular compensation rate, provided he/she is prepared to submit valid proof of such jury duty and the amount received as juror's pay, upon request of the Employer.

9-02 Seniority, sick leave and length of service shall accrue while on jury duty.

ARTICLE X

MANAGEMENT RIGHTS

10-01 All functions having to do with the management of municipal matters of the Employer concerning the departments covered by this Agreement, and all policies, authority and responsibility for the conduct of same, the management of the working forces, the right to hire, promote and, for proper cause, to transfer, suspend or discharge, are the proper prerogatives of the Employer; provided, however, that such actions are not inconsistent with the terms of this Agreement.

ARTICLE XI

HOURS

11-1 Regular Work Hours Workweek. Except where otherwise indicated, the regular workweek shall consist of forty (40) hours per week divided equally over five (5) days, Monday through Friday.

Workday. The regular workday shall consist of eight (8) consecutive hours, including a one-half (1/2) hour meal period which is non-compensable time. Any employee scheduled to work eight (8) or more hours shall receive two (2) fifteen-minute rest periods with pay, except in the event of an emergency or unusual circumstances. Any employee may exercise the option, with the approval of his or her Supervisor, to forgo the one-half (1/2) hour meal period, in which case, the employee's shift shall end one-half (1/2) hour earlier than the regular workday. In the event that an employee works through his lunch period with the approval of his supervisor to complete an assignment and continues to work for the full remainder of the workday without lunch, he shall receive time and one half for the one-half (1/2) hour lunch period.

Shift Schedules. Except where otherwise indicated, the regular day shift for all employees covered by this Agreement shall be Monday through Friday, 7:30 a.m. to 4:00 p.m.

Highway/Parks Department: Shift schedules for Highway and Parks Department employees between Memorial Day and Labor Day shall be from 6:00am to 2:30pm. The parties agree to reopen the contract as follows: 1) in March of each calendar year to discuss the possibility of extending these summer hours from April 1 to Memorial Day and 2) in August of each calendar year to discuss the possibility of extending these summer hours from Labor Day to October 31.

Custodians. Subject to Section 11-9 (Library Custodians), shift schedules for Custodians shall be: 7:00 a.m. – 3:00 p.m.; 3:00 p.m. – 11:00 p.m.; and 11:00 p.m. – 7:00 a.m.

Parks: 7:00 a.m. to 3:30 p.m.; provided, however, that employees of the Park Department who are assigned to the Golf Course between March 15 and December 15 and who work 6:00 a.m. to 2:30 p.m., shall receive differential pay equal to eleven and three tenths (11.3%) percent of their regular pay.

Cemetery. 6:00 a.m. to 2:30 p.m. during the period from April 1 and December 1, and 7:00 a.m. to 3:30 p.m. during the remainder of the year.

Parking Garage. Except where otherwise indicated, the regular workweek shall consist of nineteen and on-half (19 ½) hours per week divided over the following shifts and classifications:

Cashier/Booth Attendant
Lot Maintenance
Garage Maintenance

Notwithstanding the foregoing, for the safety of employees, there shall always be at least two (2) employees on duty between the hours of 6:00 A.M. and 6:00 P.M. Subject to the demands of the department, employees may from time-to-time be required to perform work outside of their specific job shifts.

11-2 Overtime Full-Time All authorized hours worked in excess of the forty (40) hour workweek shall be compensated at a rate of time and one-half the employee's regular rate of pay;

Employees who work a scheduled thirty-five (35) hour workweek shall be compensated at a rate of time and one-half (1 ½) the employee's regular rate of pay for all hours worked in excess of thirty-five (35) hours in one week.

For purposes of computing overtime pay, a holiday, vacation day and/or a personal day shall be credited as a day worked. A paid sick leave day shall be credited as a day worked, unless the employee is on sick leave review.

Overtime scheduling shall not be compulsory.

Part-Time Employees shall be compensated at a rate of time and one-half the employee's regular rate of pay for all authorized hours worked in excess of forty (40) hours in a single workweek. Employees shall not be paid the overtime rate for hours working until the total hours worked exceeds forty (40) in a workweek.

11-3 "Comp Time"

a) Accrual. Employees may, in lieu of overtime pay, elect to receive compensatory time ("comp time") for those hours worked on an enumerated holiday or hours worked in excess of the employee's regular workweek. Comp time may be accrued in the same manner as overtime, subject to a maximum of fifty-six (56) hours per fiscal year.

The first fifty-two (52) hours of comp time must be used in the fiscal year it accrues, unless otherwise approved by the employee's Department Head. The remaining four (4) hours of compensatory time may be carried into the following fiscal year. On the last pay period of the fiscal year, all accrued compensatory time shall be paid to the employee in cash.

b) Use. In all instances, the use of compensatory time is subject to the prior approval and the discretion of the Department Head. Comp time must be scheduled with the Department Head at least three (3) days prior to the first requested day off.

This section shall be effective six (6) months after the implementation of time and attendance.

11-4 Emergency Duration Premium Pay Employees shall be paid a twenty (20%) percent premium payment for all hours worked in excess of sixteen (16) consecutive hours for work precipitated by an emergency situation or other unusual instance of a temporary nature (as determined by the Mayor, the Department Head or any duly authorized representative of the Mayor or the Department Head);.

Any such premium payment shall be computed and paid at the rate of time and one-half the employee's base rate of pay.

11-5 Differential Payments

Non-Day Shift Premium. All employees (except Library Custodians) who are scheduled to work hours other than the regular day shift (Monday through Friday, 7:30 a.m. to 4:00 p.m.) shall be paid a premium differential of eleven and three tenths (11.3%) percent of their respective hourly rates.

Shift Premium. Any employee (except Library Custodians) who, after completing a regular day shift, is (i) called back for duty or (ii) whose workday is extended into the night-shift, shall be compensated with a premium differential payment equal to eleven and three tenths (11.3%) percent of his/her respective hourly rate, for the hours performed outside of his/her regular shift .

Such an employee shall be guaranteed a minimum of three (3) hours pay at the rate of time and one-half (1 ½) for the additional hours worked.

The shift differential payment described herein shall apply during the time that an eligible employee is on paid vacation.

Night Premium. All employees, except Library Custodians, scheduled to work the 4:00 p.m. to Midnight shift or the Midnight to 8:00 a.m. shift shall be paid a premium differential of twenty one and three tenths (21.3%) percent of their respective hourly rates. This shift premium differential shall apply during the period beginning December 1 and ending April 1 of each calendar year.

Any premium payment paid pursuant to this Section shall be considered part of the employee's regular hourly rate for purposes of computing overtime pay.

11-6 Assignment of Overtime

a) Each Department or Division Head shall keep a record of the overtime worked and/or refused. This record shall be open to examination by the Union representative or the Steward. Upon request, the Department or Division Head shall make this record and all relevant documents open to examination to the Union representative, provided such request is reasonable and shall not unduly interfere with the operation of the agency.

b) Overtime shall be equally and impartially distributed among personnel according to job title and related job description as set forth by standard Civil Service classifications, unless management demonstrates that such distribution is impracticable or impossible under the circumstances. Overtime scheduling shall not be compulsory.

c) Overtime opportunities shall be assigned on a rotating basis by seniority, as follows:

1.) First within the particular section of the bargaining unit for which the work is required; then within the bargaining unit division for which the work is required; then within the bargaining unit department for which the work is required.

2.) In the event that no qualified employees are available within the bargaining unit, overtime opportunities may be offered to employees outside of the bargaining unit.

3.) Overtime opportunities shall not be offered to seasonal employees until all permanent employees have been afforded such opportunity to work overtime.

4.) If, through the grievance procedure, it is established that an employee has been passed over more than two times in a fiscal year in violation of this section, such employee shall be paid for the third violation and all future violations in that fiscal year and shall retain his or her regular standing on the list.

11-7 "On-Call" duty

a) On-Call Pay. Any employee who is designated by his/her Department or Division Head to "on call duty" shall receive an amount equivalent to ten (10%) percent of his/her hourly rate for each hour he or she is required to be "on-call." In consideration thereof, the employee agrees to hold himself/herself available to respond.

b) On-Call Stipend. Notwithstanding the foregoing subsection a) above, all General Foremen and/or Construction Supervisors shall be considered "on-call" at all times. In consideration thereof, each Foreman and Supervisor shall receive an "On-Call Stipend" in the amount of eight (8) hours pay, to be paid each pay period. Such stipend shall be calculated at the rate of time and one half the employee's base hourly rate, and shall adjust with the employee's base rate. The "On-Call Stipend" shall be considered as regular compensation includable for retirement benefit purposes. It shall be calculated at the rate of time-and-one-half the employee's

base hourly rate, and shall be paid whether or not the employee actually works any overtime hours.

For the purposes of this subsection, all General Foremen and Construction Supervisors shall be considered as compensated for the first eight (8) hours of overtime worked in any week, without consideration to the circumstances (e.g., Christmas Eve, snow emergency, etc.) or the time actually worked. With respect to any overtime hours an employee actually works, the overtime rate of payment shall be equal to time-and-one-half the employee's base hourly rate plus any applicable hourly differentials; provided that such payment shall be offset by the amount of the on-call stipend described above.

c) Guaranteed Minimum. Any employee who reports for and works "on-call" duty shall be guaranteed a minimum of three (3) hours pay at time and one-half his/her regular hourly rate. Hours worked in excess of the guaranteed minimum shall be compensated at the rate of time and one-half.

11-8 "Hold-Over" Hours. An employee who is "held over" after completing his/her regularly scheduled hours, shall receive no additional compensation for the first ten (10) minutes of the hold-over period. However, if an employee is held over beyond ten (10) minutes, he/she shall be paid at the following rates:

<u>Time Held Over</u>		<u>Pay For</u>
10 - 20 minutes	-	20 minutes time
20 - 30 minutes	-	30 minutes time
30 - 40 minutes	-	40 minutes time
40 - 50 minutes	-	50 minutes time
50 - 60 minutes	-	One hour's time

Any employee who is held over beyond one (1) hour, shall be paid according to the above schedule, with the first ten (10) minutes of each additional hour unpaid.

11-9 Library Custodians The regular workweek for Library Custodians is forty (40) hours, consisting of five, eight hour days over a five (5) or six (6) day period, Monday to Friday, or Monday to Thursday and Saturday. Library Custodians scheduled to work after 5:00 p.m. throughout the year shall be paid a premium differential of eleven and three tenths percent (11.3%) of their respective hourly rates for each hour actually worked after 5:00 p.m. There shall be premium differential pay for Saturday work hours between 8:00 a.m. and 5:00 p.m.

ARTICLE XII

VACATIONS

12-01 All full-time employees who have completed thirty (30) weeks or more of full-time service shall be eligible for vacations with pay in accordance with the following schedule to be computed in hours:

Thirty (30) weeks but less than
three (3) years of service Two weeks @ 80 hours' pay

Three (3) years but less than
five (5) years of service Three weeks @ 120 hours' pay

Five (5) years but less than
ten (10) years of service Four weeks @ 160 hours' pay

Ten years or more of service Five weeks @ 200 hours' pay

12-02 Vacation, sick leave or any other paid leave shall be included in the computation of the thirty (30) weeks required for full-time service.

12-03 In scheduling an employee's vacation time, the Department or Division Head shall give preference on the basis of seniority provided the employee files his/her request for vacation with the Department or Division Head at least thirty (30) days prior to the commencement of said vacation period. Preference on the basis of seniority shall not be given to any request for vacation made less than thirty (30) days prior to commencement of said vacation period.

12-04 In the event a paid holiday shall occur during an employee's vacation period, the employee shall receive an additional day off with pay.

12-05 An employee whose service is terminated without cause, or by lay-off, retirement or entry into the Armed Forces, shall be paid an amount equal to vacation as accrued.

12-06 An employee shall not lose his/her accrued vacation if incapacitated because of an injury incurred in the line of duty.

12-07 (a) An employee who is absent, due to an injury incurred in the line of duty, shall continue to accrue vacation leave for up to twelve (12) full calendar months of such absence. Such employee shall not accrue additional vacation leave thereafter until such time as he/she actually returns to work. Sub-sections (a) and (b) of this section shall be effective for absences of twelve (12) full calendar months or more measured from May 1, 1988.

(b) For employees who return to work after an absence of twelve (12) full calendar months or more, such employee who actually works thirty (30) weeks or more in the vacation year (measured by the employee's anniversary date), shall receive full vacation accrual for that year. Upon such return to work, an employee who actually works less than thirty (30) weeks in the vacation year (measured by the employee's anniversary date), shall accrue vacation leave at the rate of 1/12 of his annual entitlement for each full period of thirty (30) calendar days during which he was actually back to work in his vacation year.

12-08 Time spent on workers compensation shall be credited as service for purposes of computing the amount of vacation leave to which an employee is entitled.

12-09 On or about July first of each fiscal year, the Department or Division Head will provide each employee with a statement containing his/her vacation leave showing: (1) vacation leave posted during the previous year, (2) vacation leave used during the previous year and (3) vacation leave remaining from the previous year.

12-10 Vacation time may be used for sick time with prior approval of the Department Head.

12-11 Employees allowed to carry double the employee's vacation allotment.

12-12 No pay status: After thirty (30) days of no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work.

12-13 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.

12-14 Part-Time Employees Employees shall be entitled to vacation time based on length of service within the Parking Authority, as follows:

One (1) year of service but less than three (3) years of service:	Eight (8) hours
Three (3) years of service but less than five (5) years of service:	Twelve (12)
Ten (10) years of service or more:	Sixteen (16)

The scheduling of vacation periods will be determined by the department head with due consideration to the wishes of the employee; provided, however, that in order to maintain operations of the department, no two (2) employees of the bargaining unit shall be on vacation at the same time. Unused vacation time shall not carry over into the next calendar year.

12-15 Leave Without Pay With the approval of the Parking Authority Department Head and the Director of Personnel, an employee may be granted a leave of absence without pay for a period not to exceed one (1) month; subject to the provision that any employee who reaches an earnings threshold that triggers greater tax liability for income tax purposes will not be granted a leave of absence or time off without pay, except during the months of July and/or August, and in any case, subject to the requirement that no two (2) employees of the bargaining unit shall be on vacation at the same time.

During the period an employee is on leave without pay, the employee shall not be credited for length of service and shall not be credited with time for purposes of accruing sick leave or vacation time.

ARTICLE XIII **HOLIDAYS**

13-1 The following days shall be recognized and observed as paid holidays for full-time employees as set forth in Article I of this Agreement:

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

Whenever any of the holidays enumerated above falls on a Saturday, the holiday will be observed as a skeleton day on the preceding Friday and the succeeding Monday, such that no more than one-half of the employees within a Section of a Division of the Department will have scheduled time off on either day. The choice of which day an employee has off (Friday or Monday) shall be determined in order of seniority within a classification.

Holidays falling on a Sunday shall be celebrated on the following Monday.

13-2 Holiday Pay. Eligible employees shall receive eight (8) hours pay at their regular rate of pay for each of the holidays listed above on which they perform no work. Employees who are required to work on any of the above-listed holidays shall be paid as follows:

Employees who are required to work on Martin Luther King Day, Washington's Birthday, Patriots Day, Columbus Day and/or Veterans Day, shall, in addition to regular holiday pay, be compensated at a rate of one and one-half times the employee's regular rate of pay for the time worked on said holiday(s).

Employees who are required to work on Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day and/or Thanksgiving, shall, in addition to regular holiday pay, be compensated at

a rate of double the employee's regular rate of pay plus any applicable differential (e.g., night premium, shift premium, etc.), for the time worked on said holiday(s).

With respect to any given holiday, shifts shall rotate in all departments (Monday to Friday).

13-3 When a holiday occurs during an employee's regular vacation, bereavement leave, jury duty, or a scheduled day off, the employee shall be paid for the holiday at his/her regular rate of pay, as defined above. When an employee is absent from work and on paid sick leave for a period of ten (10) continuous calendar days or more, he/she shall be entitled to receive one (1) day of holiday pay for the first holiday, if any, that falls within the period of paid sick leave, subject to the provision that each employee may only exercise this benefit once per contract year.

13-4 Notwithstanding the provisions of Section 13-3 above, holiday payment is subject to the employee working his/her regularly scheduled day prior to the holiday and his/her regularly scheduled work day subsequent to the holiday.

13-5 Employees may take a vacation day or personal day before or after a holiday with the approval of the Department Head. Approval will depend on the operational needs of the Department.

13-6 If, during the duration of this Agreement, either the Federal or State government shall at any time by law declare new holidays not otherwise designated above, the parties agree to re-open negotiation with respect to such newly declared holidays.

13-7 Non-enumerated Holidays and Skeleton Days: With respect to each of the following holidays not enumerated in Section 1 above, the following shall apply:

Good Friday: Eligible employees shall be entitled to one-half (1/2) skeleton day beginning at noon on Good Friday. Any employee who works a full day on Good Friday shall be granted one-half (1/2) day of compensatory time to be utilized within thirty (30) days of the Good Friday on which he or she worked a full day.

New Year's Eve: Eligible employees shall be entitled to one-half (1/2) skeleton day beginning at noon on New Year's Eve. Any employee who works a full day on New Year's Eve shall be granted one-half (1/2) day compensatory time to be utilized within thirty (30) days of the New Year's Eve on which he or she worked a full day.

Thanksgiving: Eligible employees shall have the option to take one (1) day off with pay on either the day before or the day after Thanksgiving Day.

Christmas Eve: In the event that Christmas Eve falls on a weekday, employees shall be released at noon. In the event that Christmas Day falls on a Sunday or a Monday, then the Friday preceding Christmas Day will be treated as a one-half (1/2) skeleton day beginning at noon. In such instance, any employee who works a full day on the Friday preceding Christmas Day will be

granted one-half (1/2) day of compensatory time to be utilized within thirty (30) days of the skeleton day.

In the case of an employee whose regularly scheduled vacation day coincides with any of the above-referenced skeleton days, said employee will only be charged one-half (1/2) vacation day.

In any instance in which an employee is entitled to choose which day he or she takes off pursuant to Section 13-7 above, preference shall be determined in accordance with seniority within a classification.

ARTICLE XIV **HEALTH AND SAFETY**

14-01 There shall be a Safety Committee composed of six (6) members. The Union shall designate three (3) members of the Union to serve on said Committee and the Mayor shall designate three (3) supervisory personnel (or alternates).

14-02 There shall be no fewer than five (5) meetings held within each twelve-month period during the terms of this Agreement, and at least one meeting held quarterly. A quorum shall consist of three members of the Committee, containing at least one member representing each party to this Agreement.

14-03 The Safety Committee shall elect one of its members to be the Secretary, who shall keep minutes of all meetings held and shall notify the Committee members of the date, time and place of each meeting.

14-04 The Safety Committee shall formulate and recommend rules, policies and regulations for the improvement of the health and safety of the employees.

14-05 In the event the majority of the Committee shall agree upon any rule, policy or regulation, the same shall be submitted to the Mayor for approval within three (3) weeks of the meeting.

14-06 The chairmanship shall alternate between the parties for each meeting as held.

14-07 In the event a majority cannot agree, either side may submit a minority report to the Mayor for his consideration.

14-08 All employees covered by this Agreement who require protective inoculations shall receive same without cost for said services.

ARTICLE XV

SENIORITY

15-01 Length of seniority shall be computed from the date of hire for purposes of determining an employee's benefits under this Agreement, including shift preference and the initial placement on the overtime list. Whenever there shall be a conflict in requested vacation dates, preference will be given to the employee according to seniority.

15-02 In the event of a transfer, promotion, increase or decrease of the work force and other matters pertaining to Civil Service, seniority for Civil Service employees shall be as defined in Massachusetts General Laws Chapter 31, Section 33 and other pertinent sections.

In the event of a transfer, promotion, increase or decrease of the work force and other matters pertaining to employees whose employment is exempt from coverage under the Civil Service statute, seniority shall be the date of hire.

15-03 A discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his/her seniority status made whole upon his/her return to work.

15-04 An employee recalled after a layoff within two (2) years shall not lose continuity of service relative to seniority, rate of pay, vacation credit and/or benefit programs.

15-05 Seniority shall accrue during an authorized leave of absence for a period of one (1) year or for the period of maternity leave, provided the employee returns to work immediately following the expiration of said leave of absence.

15-06 The City and the Union shall establish a committee comprised of two (2) members from the Union and two (2) members from the City to create a policy regarding Civil Service departmental promotional examinations and qualifying examinations.

15-07 Seniority means an employee's continuous length of service as an employee within the Parking Authority only since the employee's last date of hire, and shall apply to all benefits provided by this agreement.

ARTICLE XVI

PROMOTIONAL VACANCIES

16-01 The appointing authority (Department Head) shall post a promotional bulletin in locations where it can be seen by all employees for at least five (5) working days. The promotional bulletin shall state the title of the position to be filled, the salary and location of the position, any pertinent information as to special qualifications, and whether such position is permanent or temporary. It shall also clearly state the last date for applying for such position.

16-02 A promotional bulletin shall be mailed to any employee on sick leave, vacation or an authorized leave during the entire period of the posting.

16-03 A copy of each promotional bulletin shall be forwarded to the Union at or prior to the time of posting, and delivery of such promotional bulletin shall be valid when the Employer deposits in the mail such bulletin, bearing the name and address of the Business Agent of the Union, as reflected in the Employer's records and as last supplied to the Employer by the Union.

ARTICLE XVII

TRANSFERS - PROMOTIONS

17-01 In the event an employee with less than five (5) years of service is promoted to a higher rated position, he/she shall receive the minimum of the new class rate range.

17-02 In the event his/her existing rate is higher than the minimum of the new class rate range, an employee shall receive the next step above his/her present rate. The Department Head may recommend a one-step rate increase if the employee's qualifications and performance warrant it.

17-03 In the event an employee has at least five (5) years of service and is promoted to a higher rated position, he/she shall receive the maximum rate of said position.

ARTICLE XVIII

LONGEVITY BENEFITS

18-01 A full-time employee shall be paid, in addition to his/her compensation, the following annual increments for longevity service:

LENGTH OF SERVICE	AMOUNT
Five (5) years of service but less than ten (10) years of service	\$ 180.00
Ten (10) years of service but less than fifteen (15) years of service	\$ 450.00
Fifteen (15) years of service but less than twenty (20) years of service	\$ 650.00
Twenty years of service but less than twenty-five (25) years of service.....	\$ 950.00
Twenty-five (25) years of service or more.....	\$1,050.00

18-02 Longevity pay will be paid the first day of December each year.

18-03 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 pro-rating 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. In the event of termination of employment by retirement or death, the amount of longevity compensation due will be paid at the time of retirement or death.

18-04 Employees on workers compensation shall receive whatever level of longevity benefits to which they are entitled without regard to the length of time they have been receiving workers compensation. Time spent on workers compensation shall be credited as service for purposes of computing the amount of longevity pay to which an employee is entitled.

ARTICLE XIX

WAGES

19-01 (a) The City agrees to the following hourly rate increases to be applied before Base Wage Percentage Increases as described in item c below:

All full-time employees in the bargaining unit shall receive the following hourly rate increases:

- Effective July 1, 2007 - \$.10 per hour
- Effective July 1, 2008 - \$.10 per hour
- Effective July 1, 2009 - \$.10 per hour

(b) Employees holding the title of Truck Driver shall additionally receive an hourly rate increase of \$.50 per hour.

(c) The City further agrees that employees who hold a CDL license shall additionally receive an hourly rate increase of \$.15 per hour. This increase is not included in the base pay.

(d) The existing wage scales shall be amended by the following amounts and listed in Appendix "A" to reflect the following wage increases:

- Effective July 1, 2007 – 2% increase
- Effective July 1, 2008 – 2% increase
- Effective April 1, 2009 – 1% increase
- Effective July 1, 2009 – 2% increase

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

(d) Step System

Amend Appendix A to create a Step Schedule:

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 above 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.

Stipend: All employees who do not hold the title of truck driver shall receive a one-time stipend of \$500.00 upon execution of this agreement.

Possession of a Valid Massachusetts Drivers License.

The possession of a valid Massachusetts driver's license, in accordance with the requirements of the employee's job title, is a condition of employment for any unit member who may be assigned to operate City vehicles or equipment. Members shall notify their department head, in writing, of any loss or suspension of their right to operate a motor vehicle in Massachusetts or elsewhere. Loss of license shall result in disciplinary action as follows:

1. Loss of license for thirty (30) days or less no economic loss;
2. Loss of license for thirty-one (31) to ninety (90) days, employee ceases to receive the economic benefit of the 50 cents per hour for a truck drivers, if applicable, and the 10 cents per hour for the commercial drivers license, if applicable; and
3. Loss of license for ninety-one (91) days or more days, suspension of fifty cents (\$.50) per hour for a truck driver, if applicable, suspension of 15 cents per hour for the commercial drivers license, if applicable, and temporary demotion.

Failure to notify the department head of loss of license shall result in the following:

1. If the loss of license is for a period of 90 days or less, disciplinary action shall be taken in accordance with the current collective bargaining agreement and Civil Service regulations; and
2. If the loss of license is for a period of 91 days or more, the employee shall be terminated.

Possession of a Valid Massachusetts Drivers License-Parking Authority.

The possession of a valid Massachusetts driver's license is a condition of employment for all members of the Parking Authority, as any member may from time to time be required to operate a City motor vehicle and/or equipment.

In the event an employee's license to operate a motor vehicle is at any time revoked or suspended, the employee shall notify his or her department head in writing of such loss or suspension.

Loss or suspension of a driver's license shall not in and of itself be grounds for discipline; however, an employee's failure to notify his or her department head of such loss or suspension shall result in disciplinary action as follows:

- 1.) If the loss or suspension is for a period of ninety (90) days or less and the employee fails to notify his or her department head, disciplinary action shall be taken at the discretion of the department head and in accordance with the current collective bargaining agreement.
- 2.) If the loss or suspension is for a period of ninety-one (91) days or more and the employee fails to notify his or her department head, the employee may be terminated for his or her employment with the City.

19-02 Whenever a member of the bargaining unit shall be assigned to work as a laborer in the D.P.W. Refuse Collection Division as a member of the pick-up crew, other than the driver, assigned to pick up refuse, he/she shall receive a premium pay of fifteen (15) cents per hour above his/her regular hourly rate of pay for all hours worked performing said pick-up duties.

ARTICLE XX
HEALTH AND LIFE INSURANCE

20-01 Effective July 1, 1994, the employee monthly contribution to health insurance shall be twenty (20) percent of the monthly total monthly premium.

If any member of the bargaining unit becomes an interested party to any case challenging the 80% to City contribution to any aspect of health insurance coverage, and such contribution rate is in any way declared to be unenforceable or ordered to be increased by a court, agency, or tribunal

of competent jurisdiction, then there shall be an immediate reopener of economic items to negotiate to restore the economic equivalent of the parties' agreement.

The parties further agree that the City at its discretion shall be entitled to deduct the employee's share of health premium contributions in approximately equal amounts during each pay period.

20-02 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 insurance and/or dental insurance with pre-tax earnings.

20-03 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.

20-04 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.

The parties agree and stipulate that any negotiations between the parties on the subject of health insurance contribution rates paid by members of the unit also includes a negotiation for a corresponding increase to those unit member as future retirees, and no further negotiations on the impact of future benefits to current members will be required between the parties on any corresponding increase made by the City in the contribution rate of retirees.

The parties specifically acknowledge that the Union is not the legal or collective bargaining representative of the current retirees and that the City shall comply with the procedures outlined in Chapter 32B of the Massachusetts General Laws in seeking any changes in its contribution rates for health insurance.

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

ARTICLE XXI

STEWARDS

21-01 The Union shall have the right to have a Steward for each department covered by this Agreement. The Union will submit to the Employer a list of Stewards and the departments affected thereby. The Steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violations.

21-02 The President or Secretary-Treasurer, the Business Agent or Stewards shall be granted reasonable time off during working hours to investigate and settle grievances provided notice has been given to the appropriate supervisor. Stewards shall be entitled to attend negotiations or arbitration's without loss of pay if presence is required (no more than five (5) employees on the negotiating team).

21-03 Except during a period of emergency, in unusual situations or for other good cause shown, the Employer shall not deny time off.

21-04 The Business Manager, President and three (3) additional duly elected delegates of the Union shall be entitled to attend state and national bodies without loss of pay.

21-05 The Employer shall make available bulletin boards for use by the Union for purposes of posting its official notices and other related matters.

21-06 Announcements shall be posted in conspicuous places where employees enter and leave the premises. Both parties to this Agreement may use the bulletin board for notices of routine nature.

21-07 The Department Head shall deliver or mail to the Business Manager of Local 1162 a copy of any notice which is to be posted on the bulletin board relating to departmental policies, requisitions for promotion and changes in working conditions.

21-08 Any officer of the Union holding an unpaid appointed position with any Board, Commission or Authority of the City shall be entitled to attend scheduled meetings of such Board, Commission or Authority or such seminars, conventions or workshops reasonably associated with such position without loss of pay.

ARTICLE XXII

NO STRIKES NO LOCKOUTS

22-01 It is mutually agreed by the parties hereto that throughout the life of this Agreement there shall be no strikes, lockouts or stoppages of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves or by the American Arbitration Association.

ARTICLE XXIII
EMPLOYEE RIGHTS

23-01 Except to the extent that there is contained in this Agreement an express proviso to the contrary, employees shall have the right to join the Union, hold office, take part in the management of the Union, act as a Union representative and engage in lawful Union activities for the purpose of collective bargaining or other mutual aid. In the exercise of said rights, the employees shall be free from any and all restraint, coercion or discrimination in regard to tenure, promotion or any other condition of employment.

ARTICLE XXIV
ASSIGNMENT TO A HIGHER CLASSIFICATION

24-01 In the event that an employee is, for any reason, not available to perform his/her duties and no other employee holding the same job title is available to perform the duties that said job title requires, then the most senior employee in the next lowest class, on a regular shift or overtime during those same hours may, at the discretion of the Division Superintendent, be assigned to fill the vacancy and shall be paid at the rate of pay of the higher classification for all hours worked in the higher classification. An employee may, without prejudice, decline assignment to a higher classification. There will be no mandatory staffing of positions.

24-02 If an employee is assigned to work in a lower classification than his/her classification, he/she shall be paid at his/her higher rate of pay.

ARTICLE XXV
METER MAIDS - ATTENDANTS

25-01 A Meter Maid/Attendant shall not fail of re-appointment by the appointing authority if such attendant shall have completed seven (7) or more years of continuous service as a Meter Maid/ Attendant.

25-02 Meter Maids/Attendants scheduled for seven (7) hours of work shall receive two (2) fifteen-minute paid relief periods.

25-03 Meter Maids/Attendants shall receive the same benefits as set forth in Articles VIII and IX of the present Police contract, relating to injury leave and court time.

25-04 The Employer agrees to furnish Meter Maids/Attendants with appropriate uniforms and a yearly allowance of Seven Hundred Fifty Dollars (\$750.00) for the purchase of uniforms as required.

25-05 Meter Maids/Attendants shall retain all benefits and working conditions herein before received except for uniform replacement.

ARTICLE XXVI

GREENSKEEPERS

26-01 Any member of the bargaining unit holding the position of "Greenskeeper" on July 1, 1981 shall not fail of reappointment except for just cause. Any member of the bargaining unit who shall assume the position of "Greenskeeper" after July 1, 1981 shall not fail of reappointment, except for just cause, if he/she shall have worked in that capacity on a continuous basis for a period of seven (7) years or more.

If any such member of the bargaining unit is to fail of reappointment for just cause, he/she shall be given a reasonable notice of such contemplated action and an opportunity to be heard.

ARTICLE XXVII

CLOTHING ALLOWANCE

27-01 Each employee, not otherwise provided for by any other article of this Agreement, shall receive an annual clothing allowance, and an annual boot allowance, to be paid semi-annually after the completion of a six month period of work, the first payment to be due and payable on or about July 15th and the second payment to be due and payable on or about January 15th of each year. The amount of this annual clothing allowance shall be Seven Hundred Fifty (\$750.00). The amount of this boot allowance shall be Three Hundred Fifty (\$350.00).

27-02 This allowance shall be applied for items of clothing not furnished by the Employer. The Employer agrees to furnish rain gear, boots and gloves and will replace rain gear, boots and gloves at no expense to the employee, upon return of same in a worn condition.

27-03 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 that month. For the purpose of pro-rating, a vacation day within the month shall be considered a day worked.

27-04 Each employee shall wear safety boots as prescribed by his/her Department Head.

27-05 Dress Code Regulations: Boots shall be the accepted form of footwear for all employees except Dispatcher/Clerks. For Dispatcher/Clerks, dress/casual dress shoes shall be the accepted form of footwear. The following provision applies to all employees: Athletic shoes or sneakers of any kind shall not be considered appropriate footwear. 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.

The members agree to the following dress regulations: Jeans or dungarees must be clean and pressed and free of any holes, tears, rips, or worn spots; Dispatcher/Clerks shall not be allowed to wear jeans, pants or slacks of any jean material; No shorts; Skorts, culottes, split skirts and

suit walking shorts are acceptable; No pants or slacks tailored as sweatpants of any material including nylon, fleece, velour or cotton.

The members agree to the following dress regulations: Shirts and blouses must extend to the waistband of the employee's pants or skirt; tank tops are not allowed. Only tee shirts of a solid, plain color will be allowed. No logos or advertisements of any kind will be allowed. This provision specifically prohibits any tee shirt which varies therefrom; Only sweatshirts of a solid, plain color will be allowed. No logos or advertisements of any kind will be allowed, with the exception of a manufacturer's logo. This provision specifically prohibits any sweatshirt which varies therefrom.

Outerwear, as supplied by the City, shall be worn at all appropriate times, as determined by the Department Head or his designee. This provision shall not apply to members not supplied with outerwear by the City.

ARTICLE XXVIII

PRESENT BENEFITS

28-01 All present benefits shall be retained and be in full force and effect and are herewith incorporated by reference to the previous working terms and conditions.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

29-01 The Employer agrees to permit representatives of the Union to enter the premises at any time for individual discussions of working conditions with employees, provided such representative does not interfere with the performance of duties assigned to the employee, and when possible, such representative shall give reasonable notice in advance to the superintendent or his designee.

29-02 Effective July 1, 1991, during the day shift Mondays through Fridays, Saturdays, Sundays, and holidays, there will be one man only on sanders unless, at the discretion of the superintendents, two are assigned.

29-03 The Employer will inform the Union in writing of the name, address, classification and department of each new employee hired to perform work within a classification covered by the terms of this Agreement. Said notice will be valid if deposited in the mail bearing the name and address of the Business Agent as reflected in the Employer's record and as last supplied to the Employer by the Union.

29-04 The Employer will make available, at times reasonable, to no more than two (2) individuals designated by the Union, records showing and confirming the dues check-offs and agency service fee check-offs of the previous month.

29-05 The Employer agrees to make payment for all special licenses required for the performance of an employee's duties.

29-06 Upgrade Study Committee: The City will hire a consultant to review certain jobs that may warrant an upgrade. Union members will have input on the order that the jobs are reviewed.

29.07 Snow Removal: The Highway Division shall have the right of first refusal for snow removal / salt and sanding at City Hall, and sidewalk plows, except with respect to City Hall stairways and areas surrounding said stairways, where Custodians shall have the right of first refusal pursuant to collective bargaining agreement. In the event that the Highway Division cannot supply the required manpower to perform these duties, the Department Head may call upon other departments as needed.

29.08 The City agrees to create a new position of Highway Construction Foreman within thirty (30) days after this agreement is funded.

29.09 The parties agree that a Joint Labor Management Committee will study the following issues: (1) assigning at least two (2) employees excluding gas attendants to emergency call backs for safety purposes; (2) overtime distribution; and (3) the utilization of the Laborers' Training School.

29.10 Flexible Spending Account: Effective calendar year 2006, the City has agreed to provide a flexible spending account plan (FSA) for the members covered by this agreement during the term of this agreement only. The FSA plan provides for pre-tax payroll deduction for:

(1) certain out of pocket expenses such as:

- Medical insurance deductibles
- Co-payments (medical)
- Vision Care (eyeglasses, contact lenses, examinations)
- Medical examination costs not covered by insurance
- Chiropractor and other specialist cost not covered by insurance
- Psychiatric counseling not covered by insurance
- Other medical expenses qualified under IRC Section 125
- Dental expenses such as examinations, cleanings, fillings, crowns, bridges, dentures, Orthodontist services, implants, inlays, x-rays and other dental expenses qualified under IRC Section 125
- Other out of pocket expenses eligible for reimbursement consistent with Section 125, 129 of the Internal Revenue Coed.

The FSA Plan is more specifically outlined in a separate document which is incorporated herein by reference. The plan is administered by a third party, Cafeteria Plan Advisors, Inc., pursuant to an agreement with the City, the terms of which are also incorporated herein by referenced.

(2) Dependent Care Assistance Plan consistent with Sections 125 & 129 of the Internal Revenue Code.

29.11 Ethics Policy: The Union agrees to the attached revised ethics policy.

29.12 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.

29.13 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.

ARTICLE XXX **AUTOMOBILE ALLOWANCE**

30-01 Any employee required by his/her Department or Division Head to use his/her private automobile in the performance of said employee's duties on authorized City business shall be compensated for such use at the maximum allowable Internal Revenue Service rate per mile.

ARTICLE XXXI **PERFORMANCE EVALUATION**

31-01 There shall be established a Performance Evaluation System for all employees covered by the Agreement, which shall be implemented and administered as follows:

- a. All performance evaluation shall be in writing on forms prepared by the City's Personnel Director. The performance criteria shall be reasonably related to the employee's job duties.
- b. 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.
- c. Formal evaluations shall be completed at least once each year for each employee, but no more than twice each year. (Each formal evaluation shall consist of three steps, as set forth in d-f below.)

- d. 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.
- e. 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 program.
- f. At the end of the evaluation period, the supervisor shall meet with the employee to review the results of the evaluation.
- g. The form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall sign the evaluation 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.
- h. The evaluation shall be included in the employee's official personnel file.
- i. Performance Evaluation shall follow the guidelines as dictated in Massachusetts General Laws Chapter 31 & 31A. The City of Brockton shall also post in all departments the job descriptions of all employees covered by this Agreement using the Municipal Classification Plan for Massachusetts (Municlass). Job descriptions for any titles covered by this Agreement that are not defined Municlass shall be supplied with, on file, D.P.A. Form 30's.

ARTICLE XXXII

PERSONAL DAY

32-01 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 XXXIII

CONTRACTING OUT

33-01 In the event that the City determines it more efficient to contract out the work of this Unit to an outside contractor, it may do so under the following conditions:

- 1) All employees with satisfactory work records must be hired by the contractor.
- 2) The seniority dates of all such employees hired will be assumed by the new contractor for purposes of accrual of benefits such as vacation and sick leave.
- 3) The City and Union will meet to bargain the impact of the contracting out.

ARTICLE XXXIV **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:

June 30, 2007 Eighty-seven cents (\$.87) per hour of which eighteen cents (\$.18) per hour, in lieu of wages, is deducted from wages and sixty-nine cents (\$.69) 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 XXXV **RESIDENCY**

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.

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

ARTICLE XXXVII **EXCLUSIONS**

It is understood that the following benefits are expressly excluded from this agreement for the Part-Time Parking Authority employees:

- 1.) Paid Holidays
- 2.) Pension
- 3.) Light Duty
- 4.) Bereavement Leave
- 5.) Clothing Allowance
- 6.) Medical and Life Insurance Coverage
- 7.) Sick Leave Bank

ARTICLE XXXVIII **TERMINATION**

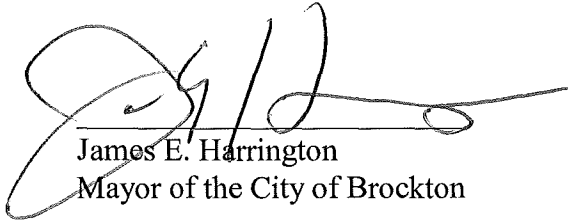
38-01 This Agreement shall remain in full force and effect during the period of July 1, 2007 through June 30, 2010.

38-02 Either party to this Agreement may give notice to the other in writing of its desire to modify this Agreement or to negotiate a successor Agreement at least ninety (90) days prior to the expiration hereof.

38-03 This Agreement may be extended from time to time beyond its expiration date by mutual agreement of the representatives of the City of Brockton and the Massachusetts Laborers' District Council in behalf of Public Employees' Local 1162 of the Laborers' International Union of North America.

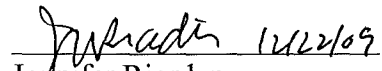
IN WITNESS WHEREOF, the Employer and the Union have hereunto caused their Agreement to be signed, sealed and delivered in the names of their authorized agents this 29 day of December, 2009.

FOR THE CITY OF BROCKTON



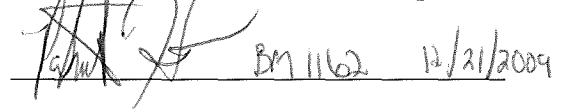


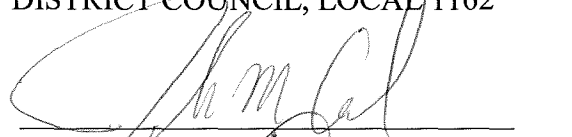
James E. Harrington
Mayor of the City of Brockton

Approved as to Form only



Jennifer Riordan
Assistant City Solicitor

FOR THE MASSACHUSETTS LABORERS'
DISTRICT COUNCIL, LOCAL 1162



BM 1162 12/21/2009

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 unbefitting 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, Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 employees' share of the premiums for the Blue Cross Blue Shield Master Medical Plan becomes effective, whichever is later, (for example, Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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. Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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.

Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 employee selects in the particular less expensive plan to which the Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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. Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 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 Brockton Water/Sewer, Local 1162 employee was covered at the time of the waiver) or for some other valid reason.

Any Brockton Water/Sewer, Local 1162 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.

ATTACHMENT B
MEDICARE PART B
75% REIMBURSEMENT

Without waiving any legal rights on this issue concerning the need to bargain over retiree benefits the City proposes the elimination of the 75% Medicare Part B reimbursement, effective July 1, 2006, as it potentially applies to current employees who may be future Medicare eligible retirees as well as any one who has retired after July 1, 2006 but is not longer a member of the bargaining unit.

LABORERS 1162
UNIT B-Group Code 1010

JULY 1, 2007

APPENDIX A
2.0%

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR, MACHINIST, CLEANING & CUSTODIAL (PP & LIBRARY)					
Salary Gr1/1	35,422	35,776	36,046	36,317	36,566
Weekly	681.20	688.00	693.20	698.40	703.20
Hourly	17.03	17.20	17.33	17.46	17.58
O.T.	25.5450	25.8000	25.9950	26.1900	26.3700
11.3%	1.9244	1.9436	1.9583	1.9730	1.9865
21.3%	3.6274	3.6636	3.6913	3.7190	3.7445

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
SPEC. POLICE OFFICER (METER MAID) 35 HRS					
Salary Gr2/2	30,995	31,304	31,541	31,777	31,996
Weekly	596.05	602.00	606.55	611.10	615.30
Hourly	17.03	17.20	17.33	17.46	17.58
O.T.	25.5450	25.8000	25.9950	26.1900	26.3700

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
DISPATCHER/CLERK, MAINTENANCE MAN, YARDMAN, SPEC. MOTOR EQUIP. OPR, STOREKEEPER, MOTOR EQUIP. REPAIRMAN "B", CEMETERY MAINT. CRAFTSMAN, MACHINERY MAINT. REPAIRMAN AND MOTOR EQUIP. FOREMAN					
Salary Gr3/1	37,690	38,064	38,355	38,626	38,917
Weekly	724.80	732.00	737.60	742.80	748.40
Hourly	18.12	18.30	18.44	18.57	18.71
O.T.	27.1800	27.4500	27.6600	27.8550	28.0650
11.3%	2.0476	2.0679	2.0837	2.0984	2.1142
21.3%	3.8596	3.8979	3.9277	3.9554	3.9852

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
DISPATCHER/CLERK 35 HRS					
Salary Gr 3A	37,638	38,020	38,293	38,584	38,857
Weekly	723.80	731.15	736.40	742.00	747.25
Hourly	20.68	20.89	21.04	21.20	21.35
O.T.	31.0200	31.3350	31.5600	31.8000	32.0250

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
GROUNDSKEEPER, GREENSKEEPER					
Salary Gr4/1	37,835	38,210	38,480	38,771	39,062
Weekly	727.60	734.80	740.00	745.60	751.20
Hourly	18.19	18.37	18.50	18.64	18.78
O.T.	27.2850	27.5550	27.7500	27.9600	28.1700

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
WORKING FOREMAN - ALL DEPTS., HOIST OPERATOR, TREE CLIMBER, EX HMEO, HWY. MAINT. CRAFTMAN & WORKING FOREMAN, REPAIRMAN & ME REPAIRMAN "A"					
Salary Gr6A/1	39,936	40,331	40,622	40,934	41,226
Weekly	768.00	775.60	781.20	787.20	792.80
Hourly	19.20	19.39	19.53	19.68	19.82
O.T.	28.8000	29.0850	29.2950	29.5200	29.7300
11.3%	2.1696	2.1911	2.2069	2.2238	2.2397
21.3%	4.0896	4.1301	4.1599	4.1918	4.2217

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JULY 1, 2007

2.0%

		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
HEAVY MOTOR EQUIPMENT OPERATOR						
Salary	Gr6/1	38,750	39,146	39,437	39,728	40,019
Weekly		745.20	752.80	758.40	764.00	769.60
Hourly		18.63	18.82	18.96	19.10	19.24
O.T.		27.9450	28.2300	28.4400	28.6500	28.8600
11.3%		2.1052	2.1267	2.1425	2.1583	2.1741
21.3%		3.9682	4.0087	4.0385	4.0683	4.0981

		STEP I	STEP II	STEP III	STEP IV	STEP V
JR. BUILDING CUSTODIAN (35HRS)						
Salary	Gr8	30,405	31,010	31,671	32,361	33,123
Weekly		584.71	596.35	609.06	622.33	636.98
Hourly		16.7060	17.0386	17.4017	17.7809	18.1994
O.T.		25.0590	25.5579	26.1026	26.6714	27.2991

		STEP I	STEP II	STEP III	STEP IV	STEP V
JR. BUILDING CUSTODIAN (40HRS)						
Salary	Gr9	34,632	35,318	36,067	36,858	37,752
Weekly		666.00	679.20	693.60	708.80	726.00
Hourly		16.65	16.98	17.34	17.72	18.15
O.T.		24.9750	25.4700	26.0100	26.5800	27.2250

		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
STOREKEEPER/DISPATCHER						
Salary	Gr10/1	42,328	42,744	43,077	43,389	43,701
Weekly		814.00	822.00	828.40	834.40	840.40
Hourly		20.35	20.55	20.71	20.86	21.01
O.T.		30.5250	30.8250	31.0650	31.2900	31.5150
11.3%		2.2996	2.3222	2.3402	2.3572	2.3741
21.3%		4.3346	4.3772	4.4112	4.4432	4.4751

		STEP I	STEP II	STEP III	STEP IV	STEP V
SR. BUILDING CUSTODIAN (35 HRS)						
Salary	Gr11/1	37,510	37,892	38,165	38,438	38,730
Weekly		721.35	728.70	733.95	739.20	744.80
Hourly		20.61	20.82	20.97	21.12	21.28
O.T.		30.9150	31.2300	31.4550	31.6800	31.9200

		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
FOREMAN - CEMETERY, REFUSE & FORESTRY, CONSTRUCTION FOREMAN (HWY), HEAD GROUNDSKEEPER & HEAD GREENSKEEPER						
Salary	Gr13/1	45,094	45,552	45,885	46,218	46,550
Weekly		867.20	876.00	882.40	888.80	895.20
Hourly		21.68	21.90	22.06	22.22	22.38
O.T.		32.5200	32.8500	33.0900	33.3300	33.5700
11.3%		2.4498	2.4747	2.4928	2.5109	2.5289
21.3%		4.6178	4.6647	4.6988	4.7329	4.7669

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2.0%

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
HIGHWAY CONSTRUCTION SUPERVISOR					
Salary Gr14/1	47,528	48,006	48,360	48,714	49,067
Weekly	914.00	923.20	930.00	936.80	943.60
Hourly	22.85	23.08	23.25	23.42	23.59
O.T.	34.2750	34.6200	34.8750	35.1300	35.3850
11.3%	2.5821	2.6080	2.6273	2.6465	2.6657
21.3%	4.8671	4.9160	4.9523	4.9885	5.0247

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
GENERAL FOREMAN					
Salary Gr15/1	49,733	50,232	50,606	50,981	51,355
Weekly	956.40	966.00	973.20	980.40	987.60
Hourly	23.91	24.15	24.33	24.51	24.69
O.T.	35.8650	36.2250	36.4950	36.7650	37.0350
11.3%	2.7018	2.7290	2.7493	2.7696	2.7900
21.3%	5.0928	5.1440	5.1823	5.2206	5.2590

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APPENDIX A
2.0%

	STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR, MACHINIST, CLEANING & CUSTODIAL (PP & LIBRARY)					
Salary Gr1/1	36,338	36,691	37,066	37,419	37,794
Weekly	698.80	705.60	712.80	719.60	726.80
Hourly	17.47	17.64	17.82	17.99	18.17
O.T.	26.2050	26.4600	26.7300	26.9850	27.2550
11.3%	1.9741	1.9933	2.0137	2.0329	2.0532
21.3%	3.7211	3.7573	3.7957	3.8319	3.8702

	STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
SPEC. POLICE OFFICER (METER MAID) 35 HRS					
Salary Gr2/2	31,795	32,105	32,432	32,742	33,069
Weekly	611.45	617.40	623.70	629.65	635.95
Hourly	17.47	17.64	17.82	17.99	18.17
O.T.	26.2050	26.4600	26.7300	26.9850	27.2550

	STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
DISPATCHER/CLERK, MAINTENANCE MAN, YARDMAN, SPEC. MOTOR EQUIP. OPR, STOREKEEPER, MOTOR EQUIP. REPAIRMAN "B", CEMETERY MAINT. CRAFTSMAN, MACHINERY MAINT. REPAIRMAN AND MOTOR EQUIP. FOREMAN					
Salary Gr3/1	38,646	39,042	39,416	39,811	40,186
Weekly	743.20	750.80	758.00	765.60	772.80
Hourly	18.58	18.77	18.95	19.14	19.32
O.T.	27.8700	28.1550	28.4250	28.7100	28.9800
11.3%	2.0995	2.1210	2.1414	2.1628	2.1832
21.3%	3.9575	3.9980	4.0364	4.0768	4.1152

	STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
DISPATCHER/CLERK 35 HRS					
Salary Gr 3A	38,584	38,966	39,348	39,749	40,131
Weekly	742.00	749.35	756.70	764.40	771.75
Hourly	21.20	21.41	21.62	21.84	22.05
O.T.	31.8000	32.1150	32.4300	32.7600	33.0750

	STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
GROUNDSKEEPER, GREENSKEEPER					
Salary Gr4/1	38,813	39,187	39,582	39,978	40,373
Weekly	746.40	753.60	761.20	768.80	776.40
Hourly	18.66	18.84	19.03	19.22	19.41
O.T.	27.9900	28.2600	28.5450	28.8300	29.1150

	STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
WORKING FOREMAN - ALL DEPTS., HOIST OPERATOR, TREE CLIMBER, EX HMEO, HWY. MAINT. CRAFTMAN & WORKING FOREMAN, REPAIRMAN & ME REPAIRMAN "A"					
Salary Gr6A/1	40,955	41,371	41,766	42,182	42,598
Weekly	787.60	795.60	803.20	811.20	819.20
Hourly	19.69	19.89	20.08	20.28	20.48
O.T.	29.5350	29.8350	30.1200	30.4200	30.7200
11.3%	2.2250	2.2476	2.2690	2.2916	2.3142
21.3%	4.1940	4.2366	4.2770	4.3196	4.3622

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JULY 1, 2008

2.0%

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
HEAVY MOTOR EQUIPMENT OPERATOR					
Salary Gr6/1	39,728	40,123	40,518	40,914	41,309
Weekly	764.00	771.60	779.20	786.80	794.40
Hourly	19.10	19.29	19.48	19.67	19.86
O.T.	28.6500	28.9350	29.2200	29.5050	29.7900
11.3%	2.1583	2.1798	2.2012	2.2227	2.2442
21.3%	4.0683	4.1088	4.1492	4.1897	4.2302

	STEP I	STEP II	STEP III	STEP IV	STEP V
JR. BUILDING CUSTODIAN (35HRS)					
Salary Gr8	31,199	31,816	32,490	33,194	33,971
Weekly	599.98	611.85	624.81	638.35	653.29
Hourly	17.1423	17.4814	17.8517	18.2386	18.6654
O.T.	25.7135	26.2221	26.7775	27.3579	27.9982

	STEP I	STEP II	STEP III	STEP IV	STEP V
JR. BUILDING CUSTODIAN (40HRS)					
Salary Gr9	35,547	36,234	37,003	37,814	38,730
Weekly	683.60	696.80	711.60	727.20	744.80
Hourly	17.09	17.42	17.79	18.18	18.62
O.T.	25.6350	26.1300	26.6850	27.2700	27.9300

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
STOREKEEPER/DISPATCHER					
Salary Gr10/1	43,389	43,826	44,262	44,699	45,115
Weekly	834.40	842.80	851.20	859.60	867.60
Hourly	20.86	21.07	21.28	21.49	21.69
O.T.	31.2900	31.6050	31.9200	32.2350	32.5350
11.3%	2.3572	2.3809	2.4046	2.4284	2.4510
21.3%	4.4432	4.4879	4.5326	4.5774	4.6200

	STEP I	STEP II	STEP III	STEP IV	STEP V
SR. BUILDING CUSTODIAN (35 HRS)					
Salary Gr11/1	38,438	38,821	39,203	39,585	39,967
Weekly	739.20	746.55	753.90	761.25	768.60
Hourly	21.12	21.33	21.54	21.75	21.96
O.T.	31.6800	31.9950	32.3100	32.6250	32.9400

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
FOREMAN - CEMETERY, REFUSE & FORESTRY, CONSTRUCTION FOREMAN (HWY), HEAD GROUNDSKEEPER & HEAD GREENSKEEPER					
Salary Gr13/1	46,218	46,675	47,133	47,590	48,069
Weekly	888.80	897.60	906.40	915.20	924.40
Hourly	22.22	22.44	22.66	22.88	23.11
O.T.	33.3300	33.6600	33.9900	34.3200	34.6650
11.3%	2.5109	2.5357	2.5606	2.5854	2.6114
21.3%	4.7329	4.7797	4.8266	4.8734	4.9224

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JULY 1, 2008

2.0%

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
HIGHWAY CONSTRUCTION SUPERVISOR					
Salary Gr14/1	48,693	49,171	49,670	50,149	50,648
Weekly	936.40	945.60	955.20	964.40	974.00
Hourly	23.41	23.64	23.88	24.11	24.35
O.T.	35.1150	35.4600	35.8200	36.1650	36.5250
11.3%	2.6453	2.6713	2.6984	2.7244	2.7516
21.3%	4.9863	5.0353	5.0864	5.1354	5.1866

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
GENERAL FOREMAN					
Salary Gr15/1	50,939	51,438	51,958	52,478	52,978
Weekly	979.60	989.20	999.20	1,009.20	1,018.80
Hourly	24.49	24.73	24.98	25.23	25.47
O.T.	36.7350	37.0950	37.4700	37.8450	38.2050
11.3%	2.7674	2.7945	2.8227	2.8510	2.8781
21.3%	5.2164	5.2675	5.3207	5.3740	5.4251

LABORERS 1162
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APRIL 1, 2009

APPENDIX A
1.0%

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR, MACHINIST, CLEANING & CUSTODIAL (PP & LIBRARY)					
Salary Gr1/1	36,691	37,066	37,419	37,794	38,168
Weekly	705.60	712.80	719.60	726.80	734.00
Hourly	17.64	17.82	17.99	18.17	18.35
O.T.	26.4600	26.7300	26.9850	27.2550	27.5250
11.3%	1.9933	2.0137	2.0329	2.0532	2.0736
21.3%	3.7573	3.7957	3.8319	3.8702	3.9086

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
SPEC. POLICE OFFICER (METER MAID) 35 HRS					
Salary Gr2/2	32,105	32,432	32,742	33,069	33,397
Weekly	617.40	623.70	629.65	635.95	642.25
Hourly	17.64	17.82	17.99	18.17	18.35
O.T.	26.4600	26.7300	26.9850	27.2550	27.5250

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
DISPATCHER/CLERK, MAINTENANCE MAN, YARDMAN, SPEC. MOTOR EQUIP. OPR, STOREKEEPER, MOTOR EQUIP. REPAIRMAN "B", CEMETERY MAINT. CRAFTSMAN, MACHINERY MAINT. REPAIRMAN AND MOTOR EQUIP. FOREMAN					
Salary Gr3/1	39,042	39,437	39,832	40,206	40,602
Weekly	750.80	758.40	766.00	773.20	780.80
Hourly	18.77	18.96	19.15	19.33	19.52
O.T.	28.1550	28.4400	28.7250	28.9950	29.2800
11.3%	2.1210	2.1425	2.1640	2.1843	2.2058
21.3%	3.9980	4.0385	4.0790	4.1173	4.1578

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
DISPATCHER/CLERK 35 HRS					
Salary Gr 3A	38,966	39,348	39,749	40,131	40,531
Weekly	749.35	756.70	764.40	771.75	779.45
Hourly	21.41	21.62	21.84	22.05	22.27
O.T.	32.1150	32.4300	32.7600	33.0750	33.4050

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
GROUNDSKEEPER, GREENSKEEPER					
Salary Gr4/1	39,208	39,603	39,998	40,394	40,768
Weekly	754.00	761.60	769.20	776.80	784.00
Hourly	18.85	19.04	19.23	19.42	19.60
O.T.	28.2750	28.5600	28.8450	29.1300	29.4000

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
WORKING FOREMAN - ALL DEPTS., HOIST OPERATOR, TREE CLIMBER, EX HMEO, HWY. MAINT. CRAFTMAN & WORKING FOREMAN, REPAIRMAN & ME REPAIRMAN "A"					
Salary Gr6A/1	41,371	41,787	42,203	42,619	43,035
Weekly	795.60	803.60	811.60	819.60	827.60
Hourly	19.89	20.09	20.29	20.49	20.69
O.T.	29.8350	30.1350	30.4350	30.7350	31.0350
11.3%	2.2476	2.2702	2.2928	2.3154	2.3380
21.3%	4.2366	4.2792	4.3218	4.3644	4.4070

LABORERS 1162**UNIT B-Group Code 1010****APRIL****1, 2009****1.0%**

STEP I	STEP II	STEP III	STEP IV	STEP V
ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS

HEAVY MOTOR EQUIPMENT OPERATOR

Salary Gr6/1	40,123	40,518	40,934	41,330	41,725
Weekly	771.60	779.20	787.20	794.80	802.40
Hourly	19.29	19.48	19.68	19.87	20.06
O.T.	28.9350	29.2200	29.5200	29.8050	30.0900
11.3%	2.1798	2.2012	2.2238	2.2453	2.2668
21.3%	4.1088	4.1492	4.1918	4.2323	4.2728

STEP I	STEP II	STEP III	STEP IV	STEP V
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JR. BUILDING CUSTODIAN (35HRS)

Salary Gr8	31,511	32,134	32,815	33,526	34,311
Weekly	605.98	617.96	631.06	644.73	659.83
Hourly	17.3137	17.6560	18.0303	18.4209	18.8523
O.T.	25.9706	26.4840	27.0455	27.6314	28.2784

STEP I	STEP II	STEP III	STEP IV	STEP V
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JR. BUILDING CUSTODIAN (40HRS)

Salary Gr9	35,901	36,587	37,378	38,189	39,125
Weekly	690.40	703.60	718.80	734.40	752.40
Hourly	17.26	17.59	17.97	18.36	18.81
O.T.	25.8900	26.3850	26.9550	27.5400	28.2150

STEP I	STEP II	STEP III	STEP IV	STEP V
ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS

STOREKEEPER/DISPATCHER

Salary Gr10/1	43,826	44,262	44,699	45,136	45,573
Weekly	842.80	851.20	859.60	868.00	876.40
Hourly	21.07	21.28	21.49	21.70	21.91
O.T.	31.6050	31.9200	32.2350	32.5500	32.8650
11.3%	2.3809	2.4046	2.4284	2.4521	2.4758
21.3%	4.4879	4.5326	4.5774	4.6221	4.6668

STEP I	STEP II	STEP III	STEP IV	STEP V
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SR. BUILDING CUSTODIAN (35 HRS)

Salary Gr11/1	38,821	39,203	39,603	39,985	40,368
Weekly	746.55	753.90	761.60	768.95	776.30
Hourly	21.33	21.54	21.76	21.97	22.18
O.T.	31.9950	32.3100	32.6400	32.9550	33.2700

STEP I	STEP II	STEP III	STEP IV	STEP V
ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS

FOREMAN - CEMETERY, REFUSE & FORESTRY, CONSTRUCTION**FOREMAN (HWY), HEAD GROUNDSKEEPER & HEAD GREENSKEEPER**

Salary Gr13/1	46,675	47,133	47,611	48,069	48,630
Weekly	897.60	906.40	915.60	924.40	935.20
Hourly	22.44	22.66	22.89	23.11	23.38
O.T.	33.6600	33.9900	34.3350	34.6650	35.0700
11.3%	2.5357	2.5606	2.5866	2.6114	2.6419
21.3%	4.7797	4.8266	4.8756	4.9224	4.9799

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	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
HIGHWAY CONSTRUCTION SUPERVISOR					
Salary Gr14/1	49,171	49,670	50,149	50,648	51,147
Weekly	945.60	955.20	964.40	974.00	983.60
Hourly	23.64	23.88	24.11	24.35	24.59
O.T.	35.4600	35.8200	36.1650	36.5250	36.8850
11.3%	2.6713	2.6984	2.7244	2.7516	2.7787
21.3%	5.0353	5.0864	5.1354	5.1866	5.2377

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
GENERAL FOREMAN					
Salary Gr15/1	51,438	51,938	52,458	52,978	53,498
Weekly	989.20	998.80	1,008.80	1,018.80	1,028.80
Hourly	24.73	24.97	25.22	25.47	25.72
O.T.	37.0950	37.4550	37.8300	38.2050	38.5800
11.3%	2.7945	2.8216	2.8499	2.8781	2.9064
21.3%	5.2675	5.3186	5.3719	5.4251	5.4784

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APPENDIX A
2.0%

		STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR, MACHINIST, CLEANING & CUSTODIAL (PP & LIBRARY)						
		01	02	03	04	05
Salary	Gr1/1	37,627	38,002	38,376	38,750	39,125
Weekly		723.60	730.80	738.00	745.20	752.40
Hourly		18.09	18.27	18.45	18.63	18.81
O.T.		27.1350	27.4050	27.6750	27.9450	28.2150
11.3%		2.0442	2.0645	2.0849	2.1052	2.1255
21.3%		3.8532	3.8915	3.9299	3.9682	4.0065

		STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
SPEC. POLICE OFFICER (METER MAID) 35 HRS (1215)						
		01	02	03	04	05
Salary	Gr2/2	32,924	33,251	33,579	33,907	34,234
Weekly		633.15	639.45	645.75	652.05	658.35
Hourly		18.09	18.27	18.45	18.63	18.81
O.T.		27.1350	27.4050	27.6750	27.9450	28.2150

		STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
DISPATCHER/CLERK, MAINTENANCE MAN (1222), YARDMAN, SPEC. MOTOR EQUIP. OPR, STOREKEEPER (1233), MOTOR EQUIP. REPAIRMAN "B", CEMETERY MAINT. CRAFTSMAN (1256), MACHINERY MAINT. REPAIRMAN AND MOTOR EQUIP. FOREMAN						
		01	02	03	04	05
Salary	Gr3/1	40,040	40,435	40,851	41,246	41,642
Weekly		770.00	777.60	785.60	793.20	800.80
Hourly		19.25	19.44	19.64	19.83	20.02
O.T.		28.8750	29.1600	29.4600	29.7450	30.0300
11.3%		2.1753	2.1967	2.2193	2.2408	2.2623
21.3%		4.1003	4.1407	4.1833	4.2238	4.2643

		STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
DISPATCHER/CLERK 35 HRS (1200)						
		01	02	03	04	05
Salary	Gr 3A	39,931	40,331	40,732	41,132	41,532
Weekly		767.90	775.60	783.30	791.00	798.70
Hourly		21.94	22.16	22.38	22.60	22.82
O.T.		32.9100	33.2400	33.5700	33.9000	34.2300

		STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
GROUNDSKEEPER (1235), GREENSKEEPER (1224)						
		01	02	03	04	05
Salary	Gr4/1	40,206	40,602	41,018	41,413	41,808
Weekly		773.20	780.80	788.80	796.40	804.00
Hourly		19.33	19.52	19.72	19.91	20.10
O.T.		28.9950	29.2800	29.5800	29.8650	30.1500

		STEP I ENTRY LEVEL	STEP II 3 YEARS	STEP III 6 YEARS	STEP IV 9 YEARS	STEP V 12 YEARS
WORKING FOREMAN - ALL DEPTS., HOIST OPERATOR (1227), TREE CLIMBER, EX HMEO, HWY. MAINT. CRAFTMAN & WORKING FOREMAN, REPAIRMAN & ME REPAIRMAN "A" (1245)						
		01	02	03	04	05
Salary	Gr6A/1	42,411	42,827	43,264	43,680	44,117
Weekly		815.60	823.60	832.00	840.00	848.40
Hourly		20.39	20.59	20.80	21.00	21.21
O.T.		30.5850	30.8850	31.2000	31.5000	31.8150
11.3%		2.3041	2.3267	2.3504	2.3730	2.3967
21.3%		4.3431	4.3857	4.4304	4.4730	4.5177

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		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
HEAVY MOTOR EQUIPMENT OPERATOR (1226)						
		01	02	03	04	05
Salary	Gr6/1	41,142	41,558	41,974	42,370	42,786
Weekly		791.20	799.20	807.20	814.80	822.80
Hourly		19.78	19.98	20.18	20.37	20.57
O.T.		29.6700	29.9700	30.2700	30.5550	30.8550
11.3%		2.2351	2.2577	2.2803	2.3018	2.3244
21.3%		4.2131	4.2557	4.2983	4.3388	4.3814

		STEP I	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
JR. BUILDING CUSTODIAN - 35HRS (1201)						
Salary	Gr8	32,327	32,962	33,657	34,382	35,183
Weekly		621.67	633.88	647.25	661.19	676.60
Hourly		17.7620	18.1109	18.4929	18.8911	19.3314
O.T.		26.6430	27.1663	27.7394	28.3367	28.9971

		STEP I	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
JR. BUILDING CUSTODIAN (40HRS)						
Salary	Gr9	36,837	37,523	38,334	39,166	40,123
Weekly		708.40	721.60	737.20	753.20	771.60
Hourly		17.71	18.04	18.43	18.83	19.29
O.T.		26.5650	27.0600	27.6450	28.2450	28.9350

		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
STOREKEEPER/DISPATCHER (1233)						
		01	02	03	04	05
Salary	Gr10/1	44,907	45,365	45,802	46,259	46,696
Weekly		863.60	872.40	880.80	889.60	898.00
Hourly		21.59	21.81	22.02	22.24	22.45
O.T.		32.3850	32.7150	33.0300	33.3600	33.6750
11.3%		2.4397	2.4645	2.4883	2.5131	2.5369
21.3%		4.5987	4.6455	4.6903	4.7371	4.7819

		STEP I	STEP II	STEP III	STEP IV	STEP V
		01	02	03	04	05
SR. BUILDING CUSTODIAN - 35 HRS (1202)						
Salary	Gr11/1	39,785	40,186	40,586	40,986	41,369
Weekly		765.10	772.80	780.50	788.20	795.55
Hourly		21.86	22.08	22.30	22.52	22.73
O.T.		32.7900	33.1200	33.4500	33.7800	34.0950

		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
FOREMAN - CEMETERY, REFUSE & FORESTRY, CONSTRUCTION FOREMAN (HWY) - 1207, HEAD GROUNDSKEEPER (1208) & HEAD GREENSKEEPER (1204)						
		01	02	03	04	05
Salary	Gr13/1	47,819	48,298	48,776	49,254	49,733
Weekly		919.60	928.80	938.00	947.20	956.40
Hourly		22.99	23.22	23.45	23.68	23.91
O.T.		34.4850	34.8300	35.1750	35.5200	35.8650
11.3%		2.5979	2.6239	2.6499	2.6758	2.7018
21.3%		4.8969	4.9459	4.9949	5.0438	5.0928

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		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
HIGHWAY CONSTRUCTION SUPERVISOR (1218)						
		01	02	03	04	05
Salary	Gr14/1	50,357	50,856	51,355	51,875	52,374
Weekly		968.40	978.00	987.60	997.60	1,007.20
Hourly		24.21	24.45	24.69	24.94	25.18
O.T.		36.3150	36.6750	37.0350	37.4100	37.7700
11.3%		2.7357	2.7629	2.7900	2.8182	2.8453
21.3%		5.1567	5.2079	5.2590	5.3122	5.3633

		STEP I	STEP II	STEP III	STEP IV	STEP V
		ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
GENERAL FOREMAN (1210)						
		01	02	03	04	05
Salary	Gr15/1	52,686	53,206	53,747	54,267	54,787
Weekly		1,013.20	1,023.20	1,033.60	1,043.60	1,053.60
Hourly		25.33	25.58	25.84	26.09	26.34
O.T.		37.9950	38.3700	38.7600	39.1350	39.5100
11.3%		2.8623	2.8905	2.9199	2.9482	2.9764
21.3%		5.3953	5.4485	5.5039	5.5572	5.6104