

**SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF BROCKTON  
AND  
LABORERS' LOCAL 1162**

The City of Brockton (the "City") and the Laborers' Local 1162 (the "Union"), hereby agree to the following terms and conditions in order to change the status of the Parking Control Officer position in the Parking Authority from part-time to full-time.

WHEREAS, on September 15, 2010, the City and the Union entered a Side-Letter of Agreement (the "2010 Side-Letter") in which the Parties created the position of Parking Control Officer (a copy of the 2010 Side-Letter is attached hereto as Exhibit A);

WHEREAS, the 2010 Side-Letter classifies the Parking Control Officer position as part-time, i.e. 19.5 hours per week;

WHEREAS, the Parties desire to amend the collective bargaining agreement to change the status of the Parking Control Officers from part-time to full-time; and

NOW THEREFORE, the parties hereby agree as follows:

- 1.) Full-Time Position: The Parties agree to change the status of the Parking Control Officer position from part-time (19.5 hours per week) to full-time (40 hours per week).
- 2.) Salary: The current salary schedule for the Parking Control Officer position shall be the existing salary schedule of the Laborer, Motor Equipment Operator, Machinist, and Cleaning & Custodial (PP & Library) positions. The Parties agree that the current part-time employees who will be converted from part-time to full-time status, as per this agreement, shall be compensated beginning at Step II on the date they begin their full-time employment.
- 3.) Benefits: the Parking Control Officer position shall receive the same benefits provided to full-time employees of the Union, unless otherwise stated herein, including but not limited to, sick and vacation time, health insurance, and hazardous duty differential.
- 4.) Hours: "Article XI: Hours" shall be amended to include the following:

Parking Control Officer: 8:30 a.m. to 5:00 p.m.
- 5.) Workday: The Parking Control Officer shall receive a non-compensable one-half (1/2) hour meal and compensable two (2) fifteen-minute rest periods as provided in Article XI: Hours.

- 6.) "Article XXV: Meter Maids- Attendants" shall be deleted from the collective bargaining agreement and replaced with the following:

**ARTICLE XXV**  
**PARKING CONTROL OFFICERS**

- 25-01     Uniforms: The City shall provide the Parking Control Officer will an appropriate uniform, such uniform also to be cleaned by the City. The Parking Control Officer shall not receive any annual clothing allowance provided in Article XXVII of this Agreement.
- 25-02     Radios: The City agrees to provide the Parking Control Officer with radios. Said radios shall only be used by the Parking Control Officer in the scope of his/her duties as a Parking Control Officer.
- 7.) Seniority: The Parties agree to add the following new section to the collective bargaining agreement:

**PART-TIME TO FULL-TIME CONVERSION**

An employee, who is converted from part-time status to full-time status without a break in service, shall be credited with full-time service for the purposes of all benefits and working conditions affected by seniority in accordance with the following formula:

$$\frac{\text{Total Number of Hours Worked}}{2080} = \text{Number of Years of Service}$$

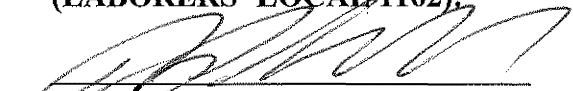
The number of years of service, as determined by the formula above, shall be subtracted from the date on which the employee is converted to full-time to determine the employee's seniority date. The employee's seniority date shall be used for the purpose of granting salary step increases as provided in this Agreement.

Any unused sick hours and vacation hours accumulated as a part-time employee prior to the seniority date shall be retained by the employee, and the employee shall accumulate sick leave and vacation and all other benefits on the same basis as other full-time employees beginning on the date he/she is converted to full-time status. The vacation allotment for the newly promoted employee shall be granted on his/her part-time anniversary date.

- 8.) To the extent the terms of this Agreement directly conflict with a provision contained in the 2010 Side-Letter, the terms of this Agreement shall control.
- 9.) The Parties agree that the collective bargaining agreement shall be modified in all other respects to be consistent with this agreement to the extent necessary.


The parties have carefully read the foregoing stipulation and agreement, know the contents thereof, and sign the same as their own free acts.

**FOR THE UNION  
(LABORERS' LOCAL 1162):**

  
\_\_\_\_\_  
PATRICK SULLIVAN  
Business Manager, Local 1162

Dated: 12/4/17

**FOR THE CITY  
(City of Brockton):**


  
\_\_\_\_\_  
BILL CARPENTER  
Mayor

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
ROBERT MALLEY  
Executive Director  
Brockton Parking Authority

Dated: 12/4/17

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Aileen C. Bartlett  
Assistant City Solicitor

Dated: 12/4/17

**SIDE-LETTER OF AGREEMENT**

**By and Between**

**CITY OF Brockton, MA 02301**

**and**

**PUBLIC EMPLOYEES LOCAL UNION 1162**

**THIS AGREEMENT**, dated this \_\_, day of \_\_\_\_\_, 2010, is entered into by and between the City of Brockton (the City) and the Massachusetts Laborers' District Council, Local 1162, (the Union), together referred to as the Parties.

**NOW THEREFORE**, in consideration of the mutual agreements and understandings set forth herein, and notwithstanding any other provisions in the current collective bargaining agreement between the Parties, the Parties agree as follows:

- 1) Parking Control Officer: The Parties agree that the new position of Parking Control Officer shall be created.
- 2) Civil Service Position: The Parties recognize that the Parking Control Officer is a Civil Service recognized title;
- 3) Existing and new Terms of Employment: The Parties agree that Parking Control Officers be subject to the terms and conditions of the Union's existing collective bargaining agreement and subject to the additional terms and conditions as set forth in this Agreement;
- 4) Part-Time Position: The Parties agree that the Parking Control Officer be a part-time position, i.e. 19.5 hours per week;
- 5) Shifts: The Parties agree that the Parking Control Officer work Monday through Friday, up to four (4) consecutive hours to be determined at the discretion of the Executive Director of the Parking Authority;
- 6) Salary: The Parties agree that the Parking Control Officer be paid in accordance with the following schedule: (i) Step 1 - \$13.21, (ii) Step 2 - \$13.71, (iii) Step 3 - \$14.21, (iv) Step 4 - \$14.71, and (v) Step 5 - \$15.21;
- 7) Benefits: The City agrees to provide the following benefits to the Parking Control Officer: (a) those benefits provided to part-time employees of the Brockton Parking Authority, unless otherwise stated herein; (b) sick and vacation time as outlined in Articles 6-01B and 12-14 respectively; (c) NO health insurance will be provided, including but not limited to medical and dental insurance.
- 8) Uniforms: The City agrees to provide the Parking Control Officer with an appropriate uniform, such uniform also to be cleaned by the City;

9) Radios: The City agrees to provide the Parking Control Officer with radios;

10) Training: The City agrees to provide the Parking Control Officer with training in the following areas: (i) Parking Ordinances; (ii) Parking Authority Properties; (iii) On-Street Parking in the City of Brockton; (iv) Routes for Enforcement; (v) Dealing with the public; (vi) Stressful situations; (vii) Emergency Procedures; (viii) Handling ticket-writing hand-held computers; and (ix) Electronic Chalking;

11) Driver's License: The Parties agree that the Parking Control Officer be subject to the requirements set forth in Article XIX requiring the possession and maintenance of a valid Massachusetts Driver's License as a condition of employment;

12) Not Seasonal: The Parties agree that as a condition of employment, the Parking Control Officer be required to work the entire calendar year, without significant periods of time-off, even if unpaid, and that this position is not to be deemed a seasonal position; and

13) Solo Work Assignments: The Parties agree that the Parking Control Officer work alone, on his or her own designated route, and that the Parking Control Officer not be permitted to work in conjunction with another Parking Control Officer unless otherwise directed by the Executive Director of the Parking Authority or his/her designee; and

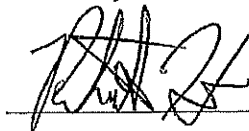
14) Existing Terms: The Parties agree that all other provisions of the existing CBA shall remain in effect and unmodified.


Entered into this 15th day of September, 2010

FOR THE CITY OF BROCKTON

  
Linda M. Balzotti, Mayor

FOR THE MA LABORERS DISTRICT  
COUNCIL, PUBLIC EMPLOYEES  
UNION, LOCAL 1162

 9/14/10

  
APPROVED AS TO FORM  
KATHERINE M. FEODOROFF  
ASSISTANT CITY SOLICITOR

Dated 9-15, 2010