

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF
PUBLIC EMPLOYEES' LOCAL UNION 1162 OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA
(JULY 1, 2022 – JUNE 30, 2025)**

This **MEMORANDUM OF AGREEMENT** (“MOA”), entered into by and between the City of Brockton (the “City”) and the Public Employees’ Local Union 1162, representing the Laborers bargaining unit (the “Union”), hereinafter, the “parties,” sets forth the material terms of a successor collective bargaining agreement reached between the Union’s and the City’s negotiating teams, subject to ratification by the Union membership, and funding by the Brockton City Council as required by law. For purposes of further negotiations and/or impasse procedures, this MOA shall be considered off-the-record until ratification and funding occur. Failing such ratification or funding, both parties will be free to revert to their on-the-record positions.

The Collective Bargaining Agreement (CBA), which expired on June 30, 2022, shall be extended without change for a period of three years except as provided herein. Upon bargaining unit ratification, joint execution of this MOA, and requisite City Council adopting action, the parties agree to integrate the amendments set forth herein with the existing CBA, as well as make non-substantive modifications to the form of the agreement to correct any typographical, grammatical or formatting errors. The following provisions represent the material changes in the parties’ agreement for an agreement through June 30, 2025.

1. Article 19 (Wages):

a) Employees shall receive the following base wage increases:

FY23	0%
FY24	0%
FY25	0%

- b) Effective January 1, 2023, the existing wage scales shall be eliminated and replaced with the updated and amended wage scales attached hereto at Appendix A.
 - i. *For clarification purposes only, the Amended Wage Scale set forth at Appendix A represents base wages only and does not reflect the additional incentives that currently exist under the Parties' Collective Bargaining Agreement which shall remain in full force and effect (i.e. CDL pay, Hazardous Duty Differential). Said incentives will be added to the new base wages set forth under Appendix A.*
- c) Effective January 1, 2023, all employees shall be placed on the amended wage scales in accordance with their respective titles at whatever step results in an increase in pay.
 - i. By way of example, a Working Foreman currently receiving pay at a Step 3 rate (\$26.82 per hour), shall be placed on the updated wage scale at Step 2 (\$27.62), because this is the Step immediately exceeding his current rate of pay.
- d) Effective July 1, 2023, all employees in the bargaining unit shall receive an additional one step increase. Thereafter, Step increases will continue to be granted to all employees on an annual basis each July 1st going forward, until employees reach the maximum step under the updated wage scales, which is a Step 8. The July 1st step increase adjustment shall apply to all employees regardless of their dates of hire and any employee who would otherwise be granted a step increase based on their date of hire between January 1, 2023 and June 30, 2023 will forgo said increase in light of this agreement. In addition, any new employee becoming a member of this bargaining unit shall receive a step increase on July 1st regardless of their date of hire (i.e. a Maintenance Man hired on June 1, 2023 will receive a step increase with the rest of the bargaining unit members on July 1st despite not completing a year of service at the time the step increase adjustments take effect).
- e) In light of the Agreement set forth above, Article 19(d), Step System, shall be eliminated from the Parties collective bargaining agreement.
- f) *The parties agree that in accordance with paragraph 1 b) & c) above, the bargaining unit members shall receive retroactive wage increases back to January 1, 2023.*

2. Article 1 (Union Recognition)

Amend Article 1 Union Recognition as follows:

Re-Title Maintenance Man to "Maintenance Person"

3. Article 31 (Performance Evaluation)

Add new subsection under Article 31 entitled Probationary Period which shall read as follows:

All regular and permanent full-time or part-time employees covered by the terms of this Agreement shall be placed on probation for a period of six (6) months of actual performance of the duties of the new hire's position following the employee's date of hire. A performance evaluation shall be conducted by the Department Head and/or Designee following the first three (3) months of employment. The employee will be notified of the evaluation results which shall be written, and which will seek to inform the employee of unsatisfactory findings, if any, with advice as to how the employee may be able to improve. Near the end of the fifth month of employment or within the sixth month of employment, the employee will again be evaluated in writing, with the written results shown to the employee. The Department Head, in consultation with the Human Resources Director, may extend the probationary period with notice to the employee and the Union for a period of not more than three (3) additional months. During such period, the employee will be again evaluated. Dismissal of an employee within the probationary period, including extended probationary periods, shall not be a grievable event under Article 3.

4. **Article 17 (Transfers-Promotions)**

Delete Article 17 in its entirety and replace with the following:

When an employee is promoted to a higher rated position, whether within or outside of the employee's department, the employee shall be placed at whatever step results in at least a twenty-five hundred (\$2,500.00) dollar increase in the employee's base annual wages earned in the previously held position. If the employee's Department Head determines that the employee's qualifications and performance warrant an additional one-step increase, it shall be allowed.

5. **Article 27 (Dress Code):**

Amend Article 27 (Clothing Allowance) as follows:

27-05 Dress Code Regulations: Shorts may be worn by employees with the exception of dispatcher/clerks, custodians and parking authority employees, from Memorial Day to Labor Day. Shorts shall be cleaned, pressed and free of any holes, tears, rips or worn spots. Shorts must be less than one inch from the knee and of a heavy material such as cargo shorts. This provision, as it applies to wearing shorts while working with or using asphalt, shall be effective for a trial period of one (1) year following the execution of this agreement.

And include the following language under section 27-05-Dress Code Regulations:

Custodial Uniforms: Uniforms shall be provided by the City to Custodians and must be worn by Custodians at all times while on duty. Custodians will be provided with two (2) short sleeve collared shirts, two (2) long sleeve collared shirts, two (2) short sleeve T-shirts, two (2) long sleeve T-shirts, one (1) jacket and one (1) winter coat. Additional or replacement shirts and/or outwear (jackets & coats) in excess of the numbers set forth herein may be provided based on need at the discretion of the Department Head. Custodians shall have the option of wearing either a collared shirt or T-shirt during

normal working hours. Custodians will be required to wear collared shirts during any events in which they will be interacting with the public, including without limitation, City sponsored events such as flag raisings, outdoor event setups and inaugurations. The uniform shirts must be visible while working and shall not be worn under other clothing. Uniforms shall not be deliberately altered, cut, frayed and/or damaged by Custodians. In the event a Uniform shirt is damaged by any reason, the Custodian shall return the damaged shirt to the Department Head. Employees who fail to comply with this uniform requirement may be subject to disciplinary action.

6. Reorganization of Library Custodians to Building Department

The parties agree to permanently incorporate the terms of the September 30, 2020 Side Letter between the parties, which placed the City's library custodial staff under the management of the Building Superintendent. Ultimately, there shall be no further distinction between "Library Custodians" and "Public Property Custodians" in the parties CBA. All Custodians shall be considered "Public Property Custodians". The Building Superintendent and Senior Building Custodian will provide direct oversight and supervision to Junior Custodians and will assign junior custodians to complete work tasks as they see fit.

To accomplish the foregoing objective, the CBA shall be modified to be consistent with said terms as follows:

Article 1, Union Recognition, eliminate the following positions: Cleaning Worker & Custodial Worker (public Property & Library).

Article 11, Hours, Shift Schedule, Custodians, shall be amended by eliminating "Subject to section 11-9 (Library Custodian)." The remainder of the language under this subsection shall remain unchanged.

Article 11-5, Differential Payments, shall be amended by eliminating "(except Library Custodians)" from the following subsections: Non-Day Shift Premium, Shift Premium and Night Premium.

Article 11, subsection 11-9, Library Custodians, shall be eliminated in its entirety.

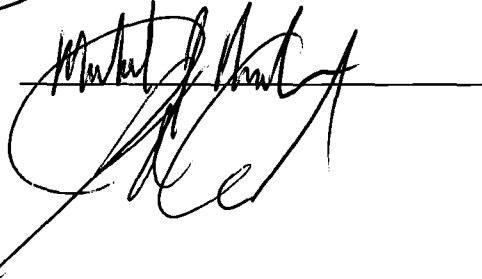
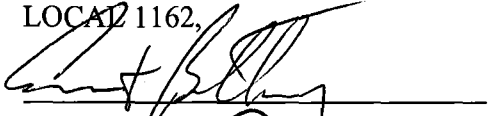
11-7: On-Call Stipend shall be amended as follows (changes tracked for clarity):

Notwithstanding the foregoing subsection a) above, all General Foreman and/or Construction Supervisors and the Senior Building Custodian 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. The Senior Building Custodian shall receive an "On-Call Stipend" in the amount of six (6) hours pay, to be paid each pay period. Such The foregoing stipends 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 Foreman and Construction Supervisors shall be considered as compensated for the first eight (8) hours of overtime worked in any week, and the Senior Custodian shall be considered compensated for the first six (6) 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.

Dated this 24 day of January, 2023.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,




CITY OF BROCKTON,
By Its Mayor,



ROBERT F. SULLIVAN

APPROVED AS TO FORM:


Law Department