

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF
PUBLIC EMPLOYEES' LOCAL UNION 1162, WATER AND SEWER
(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 Water and Sewer 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:

- i.FY23 0%
- ii.FY24 0%
- iii.FY25 0%

- iv. 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. Any positions set forth on the prior wage scale which are not included in Appendix A have been eliminated by agreement of the Parties as they are no longer relevant to the operations of the Department of Public Works.
- v. 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 and then shall receive an additional one step increase.
 - a. By way of example, a Water Sewer Maintenance Man currently receiving pay at a Step 3 rate (\$25.68 per hour), shall be placed on the updated wage scale as a “Utilities Maintenance Person” at Step 3 because the step immediately exceeding his current rate of pay on the updated wage scale would be Step 2 (\$26.01 per hour) and then he would be granted the additional step increase to Step 3 (\$26.79 per hour) in accordance with the Agreement set forth herein.
- vi. Effective July 1, 2023, all employees shall receive an additional one step increase. Thereafter, all employees within the bargaining unit shall receive a step increase on July 1, 2023 rather than their original dates of hire as has been the practice in the past. Step increases will continue to be granted 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 Utilities Maintenance Person 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).
- vii. In light of the Agreement set forth above, Article 19-01(d), Step System, shall be eliminated from the Parties collective bargaining agreement.
- viii. *The parties agree that in accordance with paragraph 1 iv-v 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:

i. Re-Title Maintenance Man to “Maintenance Person”

ii. Re-title Water and Sewer division positions as follows:

a. Water/Sewer Systems Maintenance Man to “Utilities Maintenance Person”

b. Hoisting Equipment Operators to “Utilities Hoist Equipment Operators”

1) The intent behind the changes in titles referenced in b. above is to use the employees occupying said positions going forward interchangeably in the Sewer and Water Sections of the Department of Public Works based upon need as determined by management. The Parties agree, however, that Foremen and Working Foremen will remain foremen in their respective divisions.

2) The Parties agree that all current employees occupying the “Utilities Maintenance Person” and “Utilities Hoist Equipment Operators” positions shall be cross trained between the time of signing this Agreement and July 1, 2023 for no less than two months prior to being utilized by management as set forth in paragraph 1) above. All employees shall complete said training on or before July 1, 2023.

3) The Parties further agree that the job descriptions and postings for these positions will be updated, as necessary, to reflect the amended job titles and responsibilities prior to posting any vacant positions.

3. Article 11 (Hours)

Amend Article 11, Hours, Hazardous Duty Differential, as follows:

The parties agree that the positions of Utilities Motor Repairman, Utilities Maintenance Persons and Utilities Hoist Equipment Operators shall be entitled to the Sewer differential set forth above. (for informational purposes, said rate is currently \$0.65 cents per hour)

4. Article 29 (Performance Evaluation)

Add new subsection under Article 29 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.

5. Article 17 (Transfers-Promotions)

Amend Article 17 to eliminate language which bases Step placement for promoted/transferred employees on whether said employee has more or less than five years of service. The language shall be amended as follows:

Subsection 17-01-Strike “with less than five (5) years of service” to read as follows:

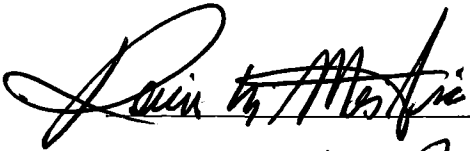
17-01 In the event an employee is promoted to a higher rated position, the employee shall receive the minimum of the new class rate range.

17-03 Delete this subsection in its entirety.

Dated this 16th day of December, 2022.

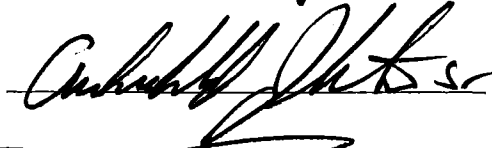
MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,

CITY OF BROCKTON,
By Its Mayor,



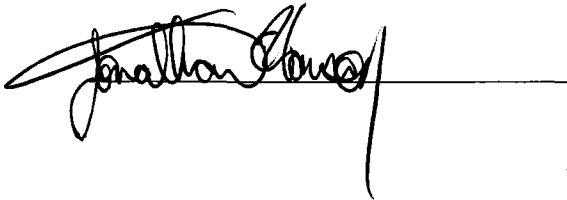


ROBERT F. SULLIVAN





APPROVED AS TO FORM:





Law Department

APPENDIX A

Laborer

	1	2	3	4	5	6	7	8
Hourly	\$ 23.49	\$ 23.72	\$ 23.96	\$ 24.20	\$ 24.44	\$ 24.69	\$ 24.94	\$ 25.18

Dispatcher/Clerk

	1	2	3	4	5	6	7	8
Hourly	\$ 24.79	\$ 25.53	\$ 26.30	\$ 27.09	\$ 27.90	\$ 28.74	\$ 29.60	\$ 30.49

Utilities Maintenance Person

	1	2	3	4	5	6	7	8
Hourly	\$ 25.25	\$ 26.01	\$ 26.79	\$ 27.59	\$ 28.42	\$ 29.27	\$ 30.15	\$ 31.05

Utilities Hoisting Equipment Operartor - Hoist 2B LIC.

	1	2	3	4	5	6	7	8
Hourly	\$ 26.58	\$ 27.38	\$ 28.20	\$ 29.04	\$ 29.92	\$ 30.81	\$ 31.74	\$ 32.69

Working Forman Water/Sewer Maintenance Craftsman

	1	2	3	4	5	6	7	8
Hourly	\$ 27.25	\$ 28.07	\$ 28.91	\$ 29.78	\$ 30.67	\$ 31.59	\$ 32.54	\$ 33.51

Storekeeper/Dispatcher

	1	2	3	4	5	6	7	8
Hourly	\$ 27.42	\$ 28.24	\$ 29.09	\$ 29.96	\$ 30.86	\$ 31.79	\$ 32.74	\$ 33.72

Junior Draftsman, Meter Repair & Installation Foreman

Utilities Hoisting Equipment Operator - Hoist 2A LIC.

	1	2	3	4	5	6	7	8
Hourly	\$ 29.25	\$ 30.13	\$ 31.03	\$ 31.96	\$ 32.92	\$ 33.91	\$ 34.93	\$ 35.97

Water & Sewer construction Foreman, Water Machinery and Utilites Motor Equipment Repair Person, Closed Circuit TV Operator

	1	2	3	4	5	6	7	8
Hourly	\$ 30.20	\$ 31.11	\$ 32.04	\$ 33.00	\$ 33.99	\$ 35.01	\$ 36.06	\$ 37.14

General Foreman

	1	2	3	4	5	6	7	8
Hourly	\$ 32.11	\$ 33.07	\$ 34.07	\$ 35.09	\$ 36.14	\$ 37.22	\$ 38.34	\$ 39.49