

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BROCKTON (THE CITY)
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF
BROCKTON BUILDING AND CONSTRUCTION TRADES (THE UNION)
(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 Building and Construction Trades 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 2 (Wages):**

Amended Wage Scales-

- a. Effective July 1, 2022, 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, the amended wage scales represent a five-step system with step increases to occur on an annual basis based upon the employee's date of hire to a position within this bargaining unit (as opposed to the prior scale which permitted step increases once every three years). An additional step 15 has been incorporated for employees who reach 15 years of service in a position within this bargaining unit.
- b. Effective July 1, 2022, all employees shall be placed on the amended wage scales at whichever step corresponds with their years of service within this bargaining unit.
- c. In light of the Agreement set forth above, Article 7, Wages, subsection, Step System, shall be eliminated from the Parties collective bargaining agreement.

Base Wages-

- a. Effective July 1, 2022, base wages shall be increased for all unit members by two percent (2.0%).

The wage scales set forth above shall be amended and listed in Appendix "B" to reflect the two (2.0%) percent base wage increase.

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

- b. Effective July 1, 2023, base wages shall be increased for all unit members by one and one-half percent (1.5%).

The wage scales set forth above shall be amended and listed in Appendix "B" to reflect the one and one-half percent (1.5%) base wage increase.

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

- c. Effective July 1, 2024, base wages shall be increased for all unit members by one and one-half percent (1.5%).

The existing wage scales shall be amended and listed in Appendix "B" to reflect the one and one-half percent (1.5%) base wage increase.

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

2. Article 9 (Sick Leave):

Amend Article 9 by allowing employees the option of applying their sick leave sell back benefit (up to 3 days) to the employee's deferred compensation plan as follows (amendment to Article 9 tracked for clarity):

In addition to the foregoing, any 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 based upon the hourly rate established under Article XII. 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: an employee who has not used any sick days during a 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 31 of the following calendar year. If the employee chooses, said payment may be made on to the employee's tax deferred compensation plan (section 457 of the I.R.S. Code), not to exceed allowable I.R.S. caps on contributions as amended from time to time. (*Note: 2022 caps are \$20,500.00, \$27,000.00 and \$41,000.00*). Such payment shall not be considered "regular compensation" under the provisions of M.G.L. chap. 32. The payment shall be made, and the employee's sick leave balance shall be correspondingly reduced, during the next July following.

3. Probationary Period

Add a new Article entitled Probationary Period to 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.

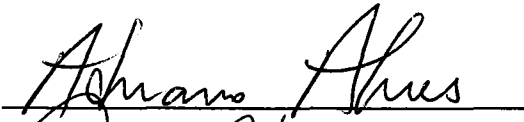
4. Article 14 (Allowance for Work Clothing Maintenance Repair & Cleaning)

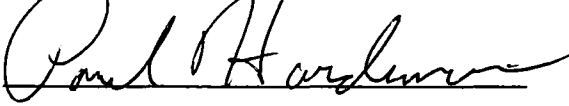
Eliminate current Article title of Allowance for Work Clothing Maintenance Repair & Cleaning and Replace with the following title: Uniforms and Clothing Allowance. Add a new Subsection to the Article which reads as follows:

Uniforms shall be provided by the City to all members and must be worn at all times while on duty. Members 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. Members shall have the option of wearing either a collared shirt or T-shirt during normal working hours. Members will be required to wear collared shirts during any events in which they will be interacting with the public. 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 members. In the event a Uniform shirt is damaged by any reason, the member shall return the damaged shirt to the Department Head. Members who fail to comply with this uniform requirement may be subject to disciplinary action.

Dated this 16th day of March, 2023.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,



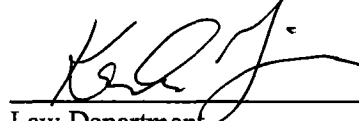


CITY OF BROCKTON,
By Its Mayor,



ROBERT F. SULLIVAN

APPROVED AS TO FORM:



Law Department