

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF BROCKTON  
AND  
MASSACHUSETTS LABORERS' DISTRICT COUNCIL  
ON BEHALF OF  
PUBLIC EMPLOYEES' LOCAL UNION 1162, BROCKTON ASSOCIATION OF  
ENGINEERS, TECHNICIANS AND INSPECTORS (BAETI AND/OR 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 Brockton Association of Engineers, Technicians and Inspectors bargaining unit ("BAETI" and/or the "Union"), hereinafter collectively referred to as, 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.

**I. Article 4 (Wages):**

- i.** Employees shall receive the following base wage increases:

FY23            0%

FY24            0%

FY25

0%

- ii. Effective November 1, 2022, the existing wage scales shall be eliminated and replaced with the updated and amended wage scales attached hereto at Appendix A.
  - a. *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. Said incentives will be added to the new base wages set forth under Appendix A.*
- iii. Effective November 1, 2022, all employees shall be placed on the amended wage scales in accordance with their respective titles at whatever step results in an immediate increase in their current base pay.
  - a. By way of example, a Planner currently receiving pay at a Step 3 rate (\$34.92 per hour), shall be placed on the updated wage scale at Step 4 (\$35.75 per hour), because this is the Step immediately exceeding his current rate of pay.
  - b. In accordance with the paragraph set forth below, employees will remain at this step placement, regardless of date of hire, until July 1, 2023 at which time they will receive an additional step increase.
- iv. 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 1<sup>st</sup> going forward, until employees reach the maximum step under the updated wage scales, which is a Step 8. The July 1<sup>st</sup> step increase adjustment shall apply to all employees regardless of their dates of hire and any employee who would have been entitled to a step increase based on their date of hire between November 1, 2022 and June 30, 2023 will forgo said increase when being placed on the amended wage scale in light of this agreement. In addition, any new employee becoming a member of this bargaining unit shall receive a step increase on July 1<sup>st</sup> regardless of their date of hire (i.e. a Sanitary Inspector hired on June 1, 2023 will receive a step increase with the rest of the bargaining unit members on July 1<sup>st</sup> despite not completing a year of service at the time the step increase adjustments take effect).
- v. In light of the Agreement set forth above, Article 4, Wages, subsection Step System, shall be eliminated from the Parties' collective bargaining agreement.
- vi. *The parties agree that in accordance with paragraph I ii. & iii. above, the bargaining unit members shall receive retroactive wage increases back to November 1, 2022.*

II. **Article 40 (Hazardous Duty):**

Amend Article 40, Hazardous Duty, to include the following positions under those eligible for the hazardous duty differential: Civil Engineer Grade 4, Enforcement/Education Officer, Animal Inspector and GIS Technician.

III. **Animal Inspector:**

The City agrees to increase the Animal Inspector's salary (Gr 9) to match the Sanitary Inspector salary (Gr 16); the effective date of this reclassification will be January 1, 2023, and (2) the employee occupying the Animal Inspector position will be compensated at the salary that immediately exceeds their existing rate of pay as of the date of this Agreement.

IV. **Article 25 Dress Code:**

**Amend Article 25 (Uniforms and Clothing Allowance) as follows:**

Change Title of Article to: Uniforms and Cleaning Allowance

Eliminate the Cleaning Allowance currently in the amount of \$310.00 per year and re-title the Clothing Allowance to Cleaning Allowance in the amount of \$1,200.00 per year.

Eliminate language providing that the clothing allowance will cease for those employees receiving uniforms.

**For complete clarity, Article 25 shall now read as follows (any language not existing herein has been eliminated from the Article by this Agreement):**

**ARTICLE XXV  
UNIFORMS AND CLEANING ALLOWANCE**

Each employee covered by this Agreement shall receive an annual cleaning allowance as follows:

- a. Cleaning Allowance:  
Effective 7/1/16- \$1,200.00

This allowance is in lieu of all claims for unusual damage done to items of clothing and wear due to various chemicals and materials used in the course of employment.

Payment of the annual cleaning 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 the entire month.

**Dress Code:**

The following members of the Union are "designated members": All Building Inspectors; All Electrical Inspectors; All Plumbing Inspectors; and, Outside Field Engineers.

The "designated members" shall be permitted to wear the following attire: work boots, jeans or dungarees provided that they are clean, pressed and free from holes, tears, rips or worn spots.



Outside Field Engineers shall be permitted to wear the following attire: Polo shirts, sweatshirts, or work shirts free of text, graphics, or ornamentation with the exception of a manufacture's logo.

The remaining designated members (Building, Electrical and Plumbing Inspectors) shall have uniform tops provided by the City as follows: Uniform shirts shall be provided by the City to all Inspectors working in the Building Department and must be worn at all times while on duty. Designated members will be provided with three (3) short sleeve collared shirts, three (3) 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. Designated members shall have the option of wearing either a collared shirt or T-shirt during normal working hours. Designated members will be required to wear collared shirts at times 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 designated members. In the event a Uniform shirt is damaged by any reason, the designated member shall return the damaged shirt to the Department Head.

Employees who fail to comply with this dress code may be subject to disciplinary action.

"Non-designated" employees shall dress as follows: Dress or casual shoes. Female employees may wear shorts, culottes, split skirt and suits with walking shorts. No denim attire.

No members shall be allowed to wear the following: Athletic Shoes or sneakers of any kind. 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 for the employee, and the employee agrees to provide same upon request. Said medical documentation may be renewed annually.

No shorts.

No pants or slacks tailored as sweatpants of any material including nylon, fleece, velour or cotton.

Brightly colored, flowered or "Hawaiian" type shirts.

Any inspector who chooses to wear a tie must wear the "clip on" type only (for safety reasons).

#### **V. Add New Article: Probationary Period:**

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

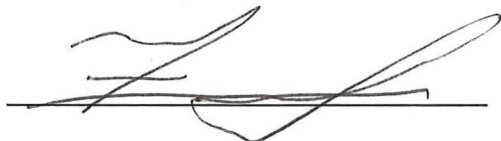
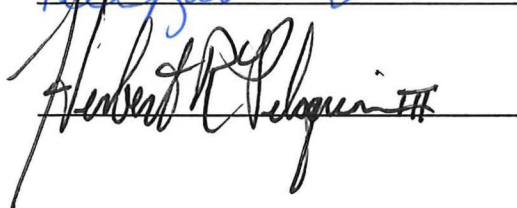
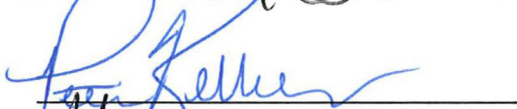
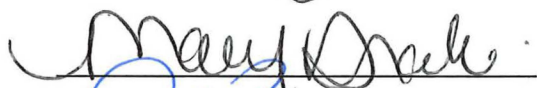


be written, and which will seek to inform the employee of unsatisfactory findings, if any, with advice as to how the employee may be able to improve. Near the end of the fifth month of employment or within the sixth month of employment, the employee will again be evaluated in writing, with the written 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.

Dated this \_\_\_\_ day of May, 2023.

MA LABORERS' DISTRICT COUNCIL,  
LOCAL 1162,

CITY OF BROCKTON,  
By Its Mayor,

  
ROBERT F. SULLIVAN

APPROVED AS TO FORM:

  
Law Department

BAETI  
GROUP CODE 1002

January 1, 2023 PROPOSED

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		ENTRY LEVEL	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
		01	02	03	04	05	06	07	08
CIVIL ENGINEER - GRADE 1									
SALARY	GR 1	47,943	49,381	50,863	52,389	53,960	55,579	57,246	58,964
BI-WEEKLY		1843.96	1899.28	1956.26	2014.95	2075.39	2137.66	2201.79	2267.84
HOURLY		26.3423	27.1326	27.9465	28.7849	29.6485	30.5379	31.4541	32.3977
O.T.		39.5135	40.6989	41.9198	43.1774	44.4727	45.8069	47.1811	48.5966

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
CIVIL ENGINEER - GRADE 2									
SALARY	GR 2	49,669	51,159	52,694	54,275	55,903	57,580	59,307	61,087
BI-WEEKLY		1,910.35	1967.66	2026.69	2087.49	2150.11	2214.62	2281.06	2349.49
HOURLY		27.2907	28.1094	28.9527	29.8213	30.7159	31.6374	32.5865	33.5641
O.T.		40.9361	42.1641	43.4291	44.7319	46.0739	47.4561	48.8798	50.3462

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
LAB TECHNICIAN									
SALARY	GR 3	47,042	48,453	49,907	51,404	52,946	54,535	56,171	57,856
BI-WEEKLY		1,809.31	1863.59	1919.50	1977.08	2036.40	2097.49	2160.41	2225.22
HOURLY		25.8473	26.6227	27.4214	28.2440	29.0914	29.9641	30.8630	31.7889
O.T.		38.7710	39.9341	41.1321	42.3661	43.6370	44.9462	46.2945	47.6834

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
PLANNER I (1430)									
SALARY	GR 25	59,550	61,336	63,176	65,072	67,024	69,035	71,106	73,239
BI-WEEKLY		2,290.38	2359.09	2429.86	2502.76	2577.84	2655.18	2734.83	2816.88
HOURLY		32.7197	33.7013	34.7123	35.7537	36.8263	37.9311	39.0690	40.2411
O.T.		49.0796	50.5519	52.0685	53.6305	55.2395	56.8966	58.6035	60.3617

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
WATER SERVICE INSPECTOR 35 HRS-WEEKLY (1426)									
SALARY	GR 5	53,840	55,455	57,119	58,832	60,597	62,415	64,288	66,216
WEEKLY		1,035.38	2132.88	2196.87	2262.78	2330.66	2400.58	2472.60	2546.77
HOURLY		29.5823	30.4698	31.3839	32.3254	33.2951	34.2940	35.3228	36.3825
O.T.		44.3735	45.7047	47.0758	48.4881	49.9427	51.4410	52.9842	54.5737

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SR. WATER SERVICE INSPECTOR (35 HRS-WEEKLY)									
SALARY	GR 6	55,352	57,012	58,723	60,484	62,299	64,168	66,093	68,076
WEEKLY		1,064.46	2192.78	2258.57	2326.33	2396.11	2468.00	2542.04	2618.30
HOURLY		30.4131	31.3255	32.2653	33.2332	34.2302	35.2571	36.3148	37.4043
O.T.		45.6197	46.9882	48.3979	49.8498	51.3453	52.8857	54.4722	56.1064

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
GEN. CONSTRUCTION INSEPCTOR (1401)									
SALARY	GR 7	58,885	60,652	62,471	64,345	66,276	68,264	70,312	72,421
BI-WEEKLY		2,264.81	2332.75	2402.73	2474.82	2549.06	2625.53	2704.30	2785.43
HOURLY		32.3544	33.3250	34.3248	35.3545	36.4152	37.5076	38.6328	39.7918
O.T.		48.5316	49.9875	51.4872	53.0318	54.6227	56.2614	57.9493	59.6877

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
CHIEF WATER SERVICE INSPECTOR - 35 HRS-WEEKLY (1410)									
SALARY	GR 8	67,650	69,679	71,770	73,923	76,141	78,425	80,778	83,201
WEEKLY		1,300.96	2679.98	2760.38	2843.19	2928.49	3016.34	3106.83	3200.03
HOURLY		37.1703	38.2854	39.4340	40.6170	41.8355	43.0906	44.3833	45.7148
O.T.		55.7555	57.4281	59.1510	60.9255	62.7533	64.6358	66.5749	68.5722



BAETI  
GROUP CODE 1002

January 1, 2023

ORDINANCE ENFORCEMENT/EDUCATION OFFICER (1705)

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		ENTRY LEVEL	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
		01	02	03	04	05	06	07	08
SALARY	GR 9	50,054	51,555	53,102	54,695	56,336	58,026	59,767	61,560
BI-WEEKLY		1925.15	1982.90	2042.39	2103.66	2166.77	2231.77	2298.73	2367.69
HOURLY		27.5021	28.3272	29.1770	30.0523	30.9539	31.8825	32.8389	33.8241
O.T.		41.2532	42.4907	43.7655	45.0784	46.4308	47.8237	49.2584	50.7362

METER READER/ BACKFLOW INSPECTOR - 35 HRS (1427)

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SALARY	GR 10	64,291	66,220	68,207	70,253	72,360	74,531	76,767	79,070
WEEKLY		1,236.37	2546.93	2623.33	2702.03	2783.09	2866.59	2952.58	3041.16
HOURLY		35.3249	36.3846	37.4762	38.6005	39.7585	40.9512	42.1798	43.4452
O.T.		52.9874	54.5770	56.2143	57.9007	59.6377	61.4269	63.2697	65.1678

CIVIL ENGINEER GRADE 3 (1409)

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SALARY	GR 11	54,868	56,514	58,210	59,956	61,755	63,607	65,515	67,481
BI-WEEKLY		2,110.31	2173.62	2238.83	2305.99	2375.17	2446.43	2519.82	2595.42
HOURLY		30.1473	31.0517	31.9833	32.9428	33.9311	34.9490	35.9975	37.0774
O.T.		45.2210	46.5776	47.9749	49.4142	50.8966	52.4235	53.9962	55.6161

TITLE EXAMINER - ENG. (1429)

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SALARY	GR 13	67,081	69,093	71,166	73,301	75,500	77,765	80,098	82,501
BI-WEEKLY		2,580.04	2657.44	2737.16	2819.28	2903.86	2990.97	3080.70	3173.12
HOURLY		36.8577	37.9634	39.1023	40.2754	41.4837	42.7282	44.0100	45.3303
O.T.		55.2866	56.9451	58.6535	60.4131	62.2255	64.0923	66.0150	67.9955

SANITARY INSPECTOR (1414)

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SALARY	GR 16	\$66,947	\$68,955	\$71,024	\$73,155	\$75,349	\$77,610	\$79,938	\$82,336
BI-WEEKLY		2,410.12	2652.13	2731.70	2813.65	2898.06	2985.00	3074.55	3166.78
HOURLY		34.4303	37.8876	39.0242	40.1949	41.4008	42.6428	43.9221	45.2398
O.T.		51.6455	56.8314	58.5363	60.2924	62.1012	63.9642	65.8831	67.8596

LOCAL BUILDING INSPECTOR (1417), INSPECTOR OF PLUMBING/GAS  
FITTING (1419) & INSPECTOR OF WIRES (1423), PUBLIC HEALTH NURSE (1413)

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SALARY	GR 17	73,520	75,726	77,997	80,337	82,747	85,230	87,787	90,420
BI-WEEKLY		2,827.69	2912.52	2999.90	3089.90	3182.59	3278.07	3376.41	3477.70
HOURLY		40.3956	41.6075	42.8557	44.1414	45.4656	46.8296	48.2345	49.6815
O.T.		60.5934	62.4112	64.2835	66.2120	68.1984	70.2444	72.3517	74.5222

CIVIL ENGINEER GRADE 4 (1402), PLANNER III

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SALARY	GR 18	79,931	82,329	84,799	87,343	89,963	92,662	95,442	98,305
BI-WEEKLY		3,074.27	3166.50	3261.49	3359.33	3460.11	3563.92	3670.84	3780.96
HOURLY		43.9181	45.2356	46.5927	47.9905	49.4302	50.9131	52.4405	54.0137
O.T.		65.8772	67.8535	69.8891	71.9857	74.1453	76.3697	78.6608	81.0206

CONSERVATION AGENT

		MIN	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
		01	02	03	04	05	06	07	08
SALARY	GR 19	73,520	75,726	77,997	80,337	82,747	85,230	87,787	90,420
BI-WEEKLY		2,827.69	2912.52	2999.90	3089.90	3182.59	3278.07	3376.41	3477.70
HOURLY		40.3956	41.6075	42.8557	44.1414	45.4656	46.8296	48.2345	49.6815

O.T.

60.5934

62.4112

64.2835

66.2120

68.1984

70.2444

72.3517

74.5222