

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

This Memorandum 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 of the Union, and funding by the Brockton City Council as required by law. For purposes of further negotiations and/or impasse procedures, this Memorandum 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 Memorandum of Agreement, 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 32 (Wages)- Amend Article as follows:**

a. **Base Wages-**

- i. Effective November 1, 2022, Appendix "A" shall be amended to add an additional Step to all positions. The new top Step shall be three percent (3.0%) higher than the immediately preceding Step for each position.
- ii. Effective November 1, 2022, base wages shall be increased for all unit members by two percent (2.0%).

The existing wage scales shall be amended and listed in Appendix "A" to reflect the two (2.0%) percent base wage increase.

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

- iii. Effective July 1, 2023, 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 "A" to reflect the one and one-half percent (1.5%) base wage increase.

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

- iv. 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 "A" to reflect the one and one-half percent (1.5%) base wage increase.

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

b. Cash Payment FY24

Effective July 1, 2023, all unit members, other than those expressly exempted below, shall receive a cash payment in the amount of Five-Hundred (\$500.00) to be paid on or before the final paycheck in August of 2023.

The following unit members shall not be entitled to the FY24 cash payment set forth herein: Animal Control Officers, Kennel Workers, Director of Animal Control, Refuse Administrator, Deputy Sealer of Weights and Measures and Sealer of Weights and Measures.

c. Create new Subsection entitled Hazard Duty as follows:

Hazardous duty pay shall be payable to the following bargaining unit members only: Animal Control Officers, Kennel Workers, Director of Animal Control, Refuse Administrator, Deputy Sealer of Weights and Measures and Sealer of Weights and Measures.

Effective November 1, 2022, each of the foregoing positions shall be entitled to an annual hazard pay stipend in the amount of One-Thousand (\$1,000.00) Dollars. Said compensation will be paid out in equal amounts in the employee's regular paycheck.

The parties agree that no other members of this bargaining unit shall be eligible for hazardous duty pay.

d. Create new Subsection entitled Firearms Pay as follows:

Firearms pay shall be payable to the following bargaining unit members only: Animal Control Officers and Director of Animal Control.

Effective November 1, 2022, each of the foregoing positions shall be entitled to an annual firearms pay stipend in the amount of One-Thousand (\$1,000.00) Dollars. Said compensation will be paid out in equal amounts in the employee's regular paycheck.

The parties agree that no other members of this bargaining unit shall be eligible for firearms pay.

2. Article 43 (Bilingual Stipend):

Strike Bilingual Stipend Subsection from Article 43, Miscellaneous and move to Article 32, Wages, as a new Subsection which reads as follows:

Bilingual Stipend: Effective November 1, 2022, the City agrees to pay an annual bilingual stipend of One-Thousand (\$1,000.00) Dollars to bilingual ETDs who are fluent in a second language.

Effective November 1, 2022, The City agrees to pay a bilingual stipend of One-Thousand (\$1,000.00) Dollars to all employees whose positions require that they interact with the general public and who are conversationally fluent, as demonstrated by a proficiency exam or certificate, in a second language, including sign language, where the Department Head, in consultation with Human Resources, determines that the employee's fluency in said language is necessary and/or invaluable to the operations of the respective Department.

Employees who are currently providing interpreting services for the city and were hired prior to February 1, 2013 shall receive the increase but be exempt from being required to take a proficiency exam or hold a certificate.

3. Article 43 (Educational Incentive):

Amend Article 43 (Educational Incentive) to match incentives between Unit A and Unit B employees. The current Article shall be eliminated and replaced by the following:

The employer shall pay a non-cumulative base pay differential to all members of the bargaining unit, on their regular pay period, with the following:

6% - for a work-related Professional Certification, as approved by the employee's Department Head and the Human Resources Director. Said certification must be awarded by an education institution for the completion of a formal, systematic course of study, requiring knowledge of an advanced type in a field of learning customarily acquired by a prolonged course of specialized instruction and study including the successful passing of examinations designed to assess skills and aptitude in the

particular field of study. This differential shall not apply to continuing educational seminars or conferences, technical services seminars or conferences or short-term instructional trainings.

7% - for an Associates Degree.

8% - for a Bachelor's Degree.

9% - for a Master's Degree.

4. **Article 15 (Holidays):**

Article 15-Holidays shall be amended as follows:

Add: "Juneteenth" to the list of holidays provided under the Article.

5. **Article 10 (Sick Leave):**

Amend Article 10, Sick Leave, by including language which allows employees to apply sick leave sell back payments to the employee's deferred compensation plan as follows:

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. Such payment shall not be considered "regular compensation" under the provisions of M.G.L. chap. 32.

6. **Remove the following Policy from CBA and conform with City-wide Policy:**

Article 43 (Miscellaneous)- Delete Ethics Policy and remove Appendix E.

7. **Probationary Period:**

Add new Article entitled Probationary Period to read as follows:

All regular and permanent full-time or part-time newly hired 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.

8. **Clarify "Anniversary Date":**

Delete current language related to "Step Raises" from Article 32 (Wages) and Article 19 (Promotions/Transfers) and replace with following language:

Step increases will be automatically applied to all employees on the anniversary date of their employment until an employee is promoted. When an employee has been promoted, he/she shall have a new anniversary date, for the purpose of step increases, which shall be the effective date of any and all promotions. Employees shall have their anniversary date, for the purpose of step increases, adjusted each and every time the employee is promoted.

9. **Article 19 (Transfers/Promotions):**

Amend Article 19, Transfers/Promotions by striking the current language in its entirety and replacing 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.

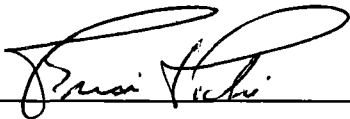
10. **Article 1 (Union Recognition):**

Strike Traffic Commission Duties Subsection in its entirety and conform with the job descriptions.

RFS

Dated this ^{9th} day of ^{May} ~~April~~, 2023.


MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,

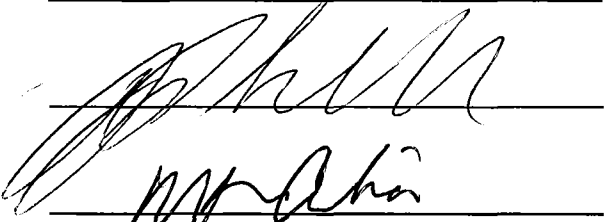


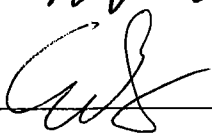
CITY OF BROCKTON,
By Its Mayor,




ROBERT F. SULLIVAN







APPROVED AS TO FORM:



Law Department