



<b>ADMIN II</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	\$ 45,422.50	\$ 47,561.50	\$ 49,701.50	\$ 51,840.50	\$ 53,980.00	\$ 56,120.00	\$ 58,259.50

\*\*\*The wage scale above does not factor in base wage increases set forth in Paragraph 2 below; said increases shall be applied to the amended wage scale above.

- ii. The Parties agree that the duties and expectations of Administrative Assistant IIIs in the BCHASA unit are consistent with the duties and expectations set forth in the job descriptions for Executive Assistants, a position recognized in the Brockton City Employees Union (“BCEU”), a unit which is also represented by Massachusetts Laborers’ District Council, Local 1162. In order to correct inequities that currently exist between Administrative Assistant IIIs and Executive Assistants, the Parties hereby agree that the City will not create any new Executive Assistant positions beyond those currently existing.
- iii. In light of the foregoing, the Parties agree to replace the current wage scale for the **Administrative Assistant III** position so that by FY25 the wage scale of Administrative Assistant III will match, as closely as possible, to that of the Executive Assistant FY22 wage scale (July 1, 2021-June 30, 2022). In furtherance of this objective, effective July 1, 2022, the Parties agree to amend the Administrative Assistant III wage scale as follows:

<b>Admin III</b>	<b>FY23*</b>	<b>FY24**</b>	<b>FY25***</b>
<b>Step 1</b>	55,523.70	56,356.56	57,201.90
<b>Step 2</b>	57,921.72	58,790.55	59,672.40
<b>Step 3</b>	60,320.76	61,225.57	62,143.95
<b>Step 4</b>	62,718.78	63,902.83	65,101.00
<b>Step 5</b>	65,117.82	66,784.08	68,465.00
<b>Step 6</b>	67,516.86	69,665.83	71,830.00
<b>Step 7</b>	69,914.88	72,546.57	75,194.00

- iv. The amended wage scale set forth above (Admin III) has factored in the base wage increases set forth in Paragraph 2 below, such that: 1) \*FY23 represents a two (2%) percent base wage increase of the current base salaries for Steps 1 through 7; 2) \*\*FY24 represents a one and one-half (1.5%) percent base wage increase for Steps 1 through 7 and includes one-half (1/2) of the difference between the Administrative III wages and Executive Assistant FY22 wages; and, 3) \*\*\*FY25 represents a one and one-half (1.5%) percent base wage increase for Steps 1 through 7 and includes the remaining one-half (1/2) of the difference between the Administrative III wages and Executive Assistant FY22 wages. The Parties agree that this amended wage scale accomplishes the goals and objectives of the Parties as set forth in subsection ii. above.
- v. The Parties acknowledge that until the Executive Assistant positions are vacant and eliminated from BCEU, those incumbents occupying the positions currently shall

continue to accrue benefits bargained for by the BCEU unit which will likely result in Executive Assistants earning greater wages and/or benefits than Administrative Assistant IIIs in the fiscal years ahead. Despite this disparity, the Parties agree that this resolution is the best means of ultimately achieving fairness and equity.

- a. The Parties agree that the agreements set forth in this MOA, fully and finally resolve any and all outstanding issues surrounding the 2018 Reclassification Study and the resulting inequities between the Administrative Assistant positions in BCHASA and the Executive Assistant positions in BCEU.
- vi. With respect to all amended wage scales set forth herein, it is the intent of the Parties to absorb all BCHASA employees who were placed on a “legacied salary scale” (formerly referred to as “grandfathered salary”) following the implementation of the 2018 Study into the updated wage scales. Effective July 1, 2022, any employee on a “legacied salary scale” will be placed on the amended wage scale set forth herein at the step that corresponds to their years of service. If a “legacied” employee’s placement on the amended wage scale results in a lesser salary than the employee is currently earning, that employee will be placed at the step that immediately exceeds their current salary.
- vii. The Parties agree that, upon funding, all BCHASA bargaining unit members will be placed on the amended wage scales set forth herein at the step that corresponds to their years of service at the time of signing this Agreement. The updated wage scales herein are to be retroactively applied to July 1, 2022 and BCHASA members shall receive retroactive payments accordingly.

## **2. Base Wages:**

Article 22: Wages shall be amended for the positions of Administrative Assistant Is and Administrative Assistant IIs only as follows:

*Strike current language related to base wage increases and replace with:*

Effective July 1, 2022, base wages shall be increased by two (2.0%) percent.

Effective July 1, 2023, base wages shall be increased by one and one-half (1.50%) percent.

Effective July 1, 2024, base wages shall be increased for all unit members by one and one-half (1.50%) percent.

The existing wage scales are amended and listed in APPENDIX A.

Quoted salary amounts in APPENDIX A are subject to verification of mathematical calculations by the Auditor’s Office.

## **3. Educational Incentive**

*Strike language currently existing under Article 50 (Educational Incentive) and replace with the following:*

Effective July 1, 2022, the employer shall pay the following non-cumulative base pay differential to all employees in the Union on their regular pay period:

Two Percent (2%)	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.
Three Percent (3%)	For an Associate's Degree.
Four Percent (4%)	For a Bachelor's Degree
Five Percent (5%)	For a Master's Degree

The above educational incentives are contingent upon the employee presenting sufficient proof of the certification or degree to their Department Head, with a copy to Human Resources, for the incentive sought.

**4. Vacation Buyback**

*Amend Article 14 by adding the following:*

Payment in Lieu of Vacation: Each employee who has completed five (5) or more years of service in any paid position of employment with the City and who has accrued more than twenty-five (25) days of vacation time may, by giving written notice to his or her Department Head by December 31st of the calendar year preceding the next fiscal year, elect to be paid additional compensation in lieu of the employee's vacation time; subject to the proviso that in no instance shall any employee be permitted to "sell back" more than five (5) days of the employee's

accrued vacation time. Compensation for such vacation time shall be calculated at the employee's hourly rate in effect at the time of the sell-back.

## **5. Holidays**

*Article 15-Holidays shall be amended as follows:*

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

## **6. Probationary Period**

*Strike Article 40 (Family Medical Leave Act) in its entirety (City's FMLA policy controls) and replace with new Article 40 entitled Probationary Period 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.

## **7. Transfers/Promotions:**

*Amend Article 19 (Transfers-Promotions) as follows:*

*Delete "Transfers" from Article Title (New Title "Promotions")*

*Strike all language currently existing under Article 19 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.

**8. Union Recognition**

*Amend Article 1, Union Recognition, by striking the “Traffic Commission Duties” section in its entirety.*

**9. Minimum Overtime**

*Article 13 (Hours-Overtime-Flex Time-Compensatory Time) shall be amended by including the following language:*

Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regularly scheduled starting time shall be paid at the rate of time and one-half for all hours worked on recall. Employees in the bargaining unit will be guaranteed a minimum of three (3) hours' pay at time and one-half on recall.

**10. Sick Leave Sell Back**

*Article 44 (Sick Leave Sell Back) shall be amended by adding the following sentence at the end of the paragraph as it currently exists:*

If the employee chooses, said payment may be made 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.

**11. Withdrawal of Pending Grievances**

The Parties acknowledge that there are two (2) grievances currently pending which shall be resolved as follows:

- i. Grievance filed on February 7, 2022 on behalf of Administrative Assistant II in the Parks Department: Effective July 1, 2022, the position shall be reclassified to Administrative Assistant III.
- ii. Grievance filed on February 2, 2022 on behalf of Administrative Assistant II in the Highway Division of the Department of Public Works: Effective July 1, 2022, the position shall be reclassified to Administrative Assistant III.

**12.** The Parties agree that, despite this Agreement being retroactively applied to July 1, 2022, the only City employees entitled to the benefits hereunder are those who are members of the BCHASA bargaining unit at the time of funding. To be clear, no former members of this bargaining unit who have since transferred to another position with the City outside of this bargaining unit, shall have any right to seek benefits under this Agreement, regardless of its retroactive application. This provision shall not apply to those members who voluntarily

separated from employment between July 1, 2022 and the funding of this Agreement who shall be eligible for the benefits contained herein through the date of separation.

MA LABORERS' DISTRICT COUNCIL,  
LOCAL 1162, on behalf of BCHASA,

*Rene M. Brown*

*Carrie King*

*Lynn Handman*

*Colleen Hayward*

*Dawn Gallagher*

CITY OF BROCKTON,  
By Its Mayor,

*Robert F. Sullivan*

ROBERT F. SULLIVAN

APPROVED AS TO FORM:

*Karen A. Fisher*

Karen A. Fisher, Sr. Asst. City Solicitor

Dated this 21<sup>st</sup> day of July, 2023.