

AGREEMENT

between

CITY OF BROCKTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1162/

WATER AND SEWER

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA



JULY 1, 2007 - JUNE 30, 2010

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ARTICLE I
UNION RECOGNITION

1-01 The Employer recognizes the Union as the exclusive bargaining representative for all full-time employees in the following positions:

- Laborer
- Yardman
- Machinist
- Maintenance Man
- Water/Sewer Systems Maintenance Man
- Motor Equipment Repairman "B"
- Storekeeper/Dispatcher
- Water Machinery Repairman
- Machinery Maintenance Repairman & Motor Equipment Repairman
- Treatment Plant Attendant (D.P.W. Sewer)
- Working Foreman (All Departments)
- Filter Operator (DPW Sewer)
- Pumping Station Operator (DPW Sewer)
- Treatment Plant Operator (DPW Sewer)
- Wastewater Treatment Plant Mechanic
- Special Heavy Motor Equipment Operator
- Repairman & Motor Equipment Repairman "A"
- Head Treatment Plant Operator (D.P.W. Sewer)
- Head Wastewater Treatment Plant Mechanic
- Construction Foreman (Sewer & Water)
- Meter Repair & Installation Foreman
- General Foreman
- Hoisting Equipment Operator
- Clerk/Dispatcher
- Junior Draftsman

1-02 Any changes in job titles or any additional new job titles included in Section 1-01 are for administrative convenience only and are not meant to reflect any change in the Employer's recognition as to the employees constituting the bargaining unit. If any change in job title shall, as changed, correspond to a job title existing in some other bargaining unit, such correspondence is coincidental only and does not reflect any agreement by the parties to alter the nature and extent of the bargaining unit. This same provision shall apply to any new job titles which may correspond to existing job titles in some other bargaining unit, and if the Employer seeks as yet new job titles, the Employer will first negotiate such proposed changes with the Union.

1-03 The Employer will not aid, promote or finance any labor organization other than the present designated organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

1-04 The parties agree that, effective July 1, 1994, all water systems maintenance men and sewer systems maintenance men shall be re-classified under the new title "Water/Sewer Systems Maintenance Man". However, all individuals who presently hold either water systems or sewer systems maintenance man titles shall be grandfathered and shall not be subject to this new title.

ARTICLE II
MEMBERSHIP - AGENCY SERVICE FEE

2-01 In accordance with the provisions of General Laws Chapter 150E, Section 12, if, after thirty (30) days of execution of this Agreement, a majority of all employees, present and voting, in the bargaining unit covered by this Agreement between the City of Brockton and the Public Employees' Local 1162 of the Laborers' International Union of North America, AFL-CIO, vote for the payment of a service fee, the Employer shall require, as a condition of employment during the life of said Agreement, the payment on or after the thirtieth (30th) day following the beginning of employment or the date the employees formally voted for the payment of a service fee, whichever is the later. Such service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration; provided, however, that the amount of such service fee shall not exceed the regular monthly union fee.

2-02 The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of such service fee from an employee's pay or out of the application of this Article.

2-03 Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the salary account of such employee and pay to the Union on the last working day of each month all membership fees due and/or agency fees levied by the Union for the current month.

2-04 The City Treasurer shall require the Treasurer of the Union to obtain such bond and in such form as shall satisfy the City Treasurer in accordance with the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws.

2-05 Payroll deduction authorizing the agency service fee shall be on the following form:

ARTICLE III
GRIEVANCE PROCEDURE

3-01 In the event that a grievance or dispute as to the interpretation or application of the terms of this Agreement should arise, then said grievance or dispute shall be dealt with in the following manner:

3-02 STEP 1. The aggrieved employee, together with a Union representative, shall present said grievance or dispute in writing setting forth the remedy sought, within ten (10) working days of its occurrence or knowledge thereof, to the Department Head. The Department Head shall reply in writing within ten (10) working days of the submission of said grievance or dispute. Failure of the Department Head or Division Head to answer in writing within ten (10) working days of the receipt of the grievance shall permit the aggrieved employee to submit the grievance at the STEP 2. level.

3-03 STEP 2. In the event the grievance or dispute is not resolved in STEP 1., the aggrieved employee may submit a copy of said written grievance or dispute to the Mayor or his designee within ten (10) working days after receipt of the written reply from the Department Head.

3-04 STEP 3. The Mayor or his designee shall reply to the Union representative in writing within twenty (20) calendar days excluding Saturdays, Sundays and holidays after receipt of said grievance.

3-05 In the event the matter has not been resolved to the satisfaction of the aggrieved employee, then said employee may submit the grievance to arbitration under the auspices of the American Arbitration Association, by serving written notice upon the Employer within thirty (30) calendar days after the conclusion of STEP 3.

3-06 The grievance, when submitted for arbitration, shall set forth the same facts and remedy sought as contained in STEP 1., unless otherwise changed by mutual agreement of the parties.

3-07 A grievance submitted for arbitration and the selection of an arbitrator shall be conducted under the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.

3-08 The arbitrator's jurisdiction and the authority of the arbitrator of the grievance and his/her opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and the Employer. The award in writing of the arbitrator within his/her jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee, the Union and the Employer.

3-09 The union and the Employer shall each bear its own expenses in the arbitration proceeding, except that the parties shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him/her.

ARTICLE IV
DISCRIMINATION

4-01 Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, creed, color, national origin, political belief, sex or age.

4-02 There shall be no discrimination by superintendents or other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provisions of the Agreement or his/her refusal to comply with any order which would violate this Agreement.

4-03 The burden of proof shall at all times be upon the employee whenever his/her refusal to comply with an order is based upon any provision of this Agreement.

ARTICLE V
VALIDITY

5-01 If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet and discuss whether to add to this Agreement any new provisions in substitution for the invalid provision, but no new provision shall be added without the mutual agreement of the parties.

ARTICLE VI
SICK LEAVE

6-01 Employees shall accrue paid sick leave for each full month, one and one-quarter (1 1/4) days per month, calculated in hours and posted on the first day of the month for the previous month's accrual, for a total of fifteen (15) sick days during the contract year. A full month of work is defined as actual days worked, or on a paid leave, except the employee may be off the payroll one (1) day without loss of the accrual of the one and one-quarter days within a month. When accrued, the sick leave shall be deemed retroactive to the first day of the month for the purposes of paragraph 6-10.14 only.

6-02 Sick leave payment shall be granted, provided said leave is caused by sickness or injury, exposure to contagious disease, or on account of serious illness of any employee's immediate family.

6-03 Sick leave time shall accrue while an employee is on vacation, or any other paid leave.

6-04 Effective July 1, 1981, there shall be no restriction upon the accumulation of sick leave.

6-05 When absence by reason of sickness or injury is for a period of more than two (2) days, the Department or Division Head may require an employee to file a certificate of disability, signed by a regularly licensed and practicing physician, or by the City physician or surgeon, before the employee shall be entitled to compensation as herein provided.

Further the parties agree that before an employee may return to work the City may require that the employee be granted a complete medical clearance which must state in part that the employee may return to work based on his job description with no restrictions. This no restrictions requirement shall be limited to the specific injury or illness or any complications arising therefrom. The City, at its discretion, shall determine whether or not an employee required to obtain such a certificate must see the employee's own physician (at employee's expense) or a City designated physician (at the City's expense). The employee has the right to require the use of the City physician at the City's expense. This provision shall not in any way abridge or diminish the City's right to consider whether or not a particular employee is capable of performing the functions of his or her job at any time.

6-06 In the event an employee is eligible to receive sick leave compensation and receives in addition thereto Workers' Compensation payments during this period, the sum paid by the Employer for sick leave shall be the difference between the amount of the employee's average weekly wage paid by the Employer and the amount received by the employee from Workers Compensation. Any employee out of work, due to a work related injury/industrial accident, shall be entitled to Workers' Compensation benefits for the first five (5) days of such injury.

6-07 In every instance due to sick leave absence, each employee shall file with the head of his/her department or division an Employee Certificate for Payment, to be prescribed by the City Auditor, before the employee shall be entitled to sick leave payment.

6-08 Each Department or Division Head shall keep a record of all sick leave granted to each employee in his department on a standard form to be prescribed and this record shall be available for reasonable inspection by each employee.

On or about July first of each fiscal year, the Department of Division Head will provide each employee with a statement containing his/her accumulated sick leave showing:

(1) all sick leave earned during the previous year, (2) sick leave used during the previous year and (3) total accumulated sick leave from all years to date.

6-09 Employees whose service is terminated shall not be entitled to compensation in lieu of sick leave not taken. Any employee forfeiting accrued sick leave as the result of being subject to layoff without recall for more than two (2) years as defined in Article XV SENIORITY shall have up to twenty-five (25) of said accrued sick leave days contributed to the sick leave bank.

6-10 There shall be a sick leave bank, the purpose of which is to grant additional sick leave days to employees within the bargaining unit, subject to the conditions as hereinafter set forth in this paragraph.

6-10.1 Sick leave days will be deposited in the sick leave bank as follows: for any employee who has accumulated one hundred and fifty (150) sick leave days and has such accumulation credited to his account on the last day immediately preceding the first day of the contract year, namely July 1, and who is on the City payroll on the first working day of that contract year, and in the immediately ensuing period extending through June 30, uses no sick leave day whatever, the Employer, City of Brockton, agrees to deposit two and one-half (2.5) days in the sick leave bank in existence pursuant to this paragraph.

6-10.2 For any employee who has accumulated fewer than one hundred and fifty (150) sick leave days by the last day immediately preceding the first day of the contract year, namely July 1, and who is on the City payroll on the first working day of the contract year, and in the immediately ensuing period extending through June 30, 1987 uses no sick leave day whatever, the Employer, City of Brockton, agrees to deposit one and one-quarter (1.25) sick leave days in the sick leave bank in existence pursuant to this paragraph.

6-10.3 When such sick leave days have been deposited in accordance with the previous paragraphs, they will thereafter be administered by three (3) members, two of whom shall be designated by the City and one by the Union. Such shall be known as the Sick Leave Bank Committee hereinafter referred to as " the Committee".

6-10.4 Only those employees who are members of the bargaining unit are eligible to be awarded sick leave days from the sick leave bank.

6-10.5 Application for consideration for the granting of sick leave days may be made by any employee of the bargaining unit by submitting his/her request in writing to the Public Employee's Personnel and Labor Relations Board. The applicant shall also submit with the application all relevant information he/she deems appropriate, and will, upon request, provide any reasonable additional information the Board may deem appropriate. Within thirty (30) days after the receipt of the completed application, together with any additional information required by the Board, the Committee shall award the sick leave days requested, provided there are sufficient days accumulated in the bank; if the Committee denies the application, in whole or in part, it shall state its reasons for so doing, briefly and concisely, which statement shall be delivered to the applicant and a copy of which shall be delivered to the Union steward. Under these circumstances, the employee will also be furnished a statement informing him/her that he/she has a right to appear in person before the Committee to make any statement or bring to the attention of the Committee any additional information he/she desires.

6-10.6 After the applicant is afforded the opportunity to appear personally before the Committee, in accordance with the provisions of paragraph 6-10.5 above, the previous decision of the Committee shall become final and binding upon the applicant, unless the Committee shall modify its earlier decision in whole or in part, in which case the subsequent decision of the Committee shall become final and binding upon the applicant.

I hereby authorize and direct Employer to deduct from my earnings accumulated to my credit, the agency service fee charged against me by Public Employees' Laborers' Mass. District Council Local 1162, of the Laborers' International Union of North America, AFL-CIO, upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (Treasurer) of that organization, agreeing that the City of Brockton, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws Chapter 180, Section 17G. It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice in writing to the Employer, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Local 1162.

Dated this _____ day of _____.

Signature

2-06 No action by the City of Brockton shall be considered against any employee of the bargaining unit for failure to meet his/her agency service fee obligations unless and until the Union certifies in writing to the City of Brockton that said employee has not met the obligations imposed by this Article.

2-07 It is understood by the Employer and the Union that the deductions of the agency service fee shall be made by the Employer through its Treasurer only during the existence of an executed agreement between the City of Brockton and the Union.

2-08 In the event an employee exercises a withdrawal of authorization of agency fee deduction, this action shall preclude said employee from continuing his/her status as an employee for the City of Brockton in accordance with applicable State laws.

2-09 The Union will maintain reasonable records reflecting the cost of collective bargaining and contract administration.

2-10 Upon proper authorization, the Employer shall deduct from the salary account of Union members and pay to the Union all assessment fees levied by the Union.

6-10.7 The Committee may award sick leave days in accordance with the previous paragraphs herein only to an applicant who has no personal sick leave days and who is found by the Committee to be suffering incapacity not otherwise compensable under General Laws Chapter 152, the so-called Workers' Compensation Act.

6-10.8 Once sick leave days have been awarded, same may be terminated by the Committee at any time thereafter and the decision of the Committee shall be final; in no event may sick leave bank benefits extend beyond twenty (20) sick days without further vote of the Committee.

6-10.9 The term "incapacity" as used herein means such incapacity, the proof of which is established by competent medical evidence, as opposed to subjective complaints or findings.

6-10.10 When the Committee has authorized the award of sick leave bank days, the Committee shall take those administrative steps necessary to inform the Department or Division Head or other City officials and agencies so that the payment will be effected with the least possible delay, consistent with the total administrative burden of the Employer.

6-10.11 Notwithstanding all of the above paragraphs relating to sick leave bank administration, in addition to those terms and conditions, the employee/applicant must comply with all other terms and conditions set forth in this collective bargaining agreement and which otherwise apply to the ordinary entitlement and administration of sick leave benefits.

6-10.12 If by the first working day of July an employee shall have accumulated seventy-five (75) days of unused sick leave, he/she shall be entitled to additional compensation as shown below for the ensuing twelve (12) month period if he/she shall use within that twelve (12) month period no sick leave or shall use sick leave for only one, two, three or four days. The schedule below reflects the agreement of the parties.

SICK LEAVE DAYS ACCUMULATED BY JULY	SICK LEAVE DAYS USED TWELVE-MONTH PERIOD FOLLOWING ENDING JUNE 30, OR PRIOR YEAR	ADDITIONAL COMPENSATION TO BE PAID BY EMPLOYER ON OR ABOUT JULY 1, IN AN AMOUNT EQUAL TO
75 days	0	one week's pay
75 days	1	4/5 of a week's pay
75 days	2	3/5 of a week's pay
75 days	3	2/5 of a week's pay
75 days	4	1/5 of a week's pay

6-10.13 Payment will be made on the first payroll next following the completion of the twelve-month period involved.

6-10.14 If by the first working day of July an employee shall have accumulated fewer than seventy five (75) days and uses no sick leave whatever from July 1, the beginning of the contract year, through June 30, the end of the contract year, he/she will receive additional compensation paid by the Employer in an amount equal to one-half (1/2) of a week's pay, payment to be made on the first payroll next following the completion of the twelve-month period involved.

6-11 An employee who retires from his/her position with the City, or dies while employed by the City, shall receive a cash payment in an amount equivalent to fifty (50%) percent of the number of unused, accumulated sick leave days in excess of seventy-five (75) days credited to him/her on the date of his/her retirement or the date of his/her death. In no event shall such payment exceed the sum of Eleven Thousand (\$11,000.00) Dollars. Payments made in accordance with this section shall not be included in the computation of earnings for purposes of calculating retirement (pension) benefits unless a court of appellate jurisdiction in a lawsuit relating to any employee in the Commonwealth, with the exception of employees of the City of Brockton, determines such payments must be included for such purposes.

6-12 Sick Leave Notification. An employee who is absent due to illness or injury shall notify his or her Division Head or supervisor as to the nature of the illness or injury and expected date of return. Such notification shall be made no later than one-half (1/2) hour after the start of the employee's scheduled shift. With respect to an afternoon or midnight shift, such notification shall be made at least two (2) hours prior to the start of the employee's respective work shift.

An employee's request for sick leave for medical, dental, or optical treatment shall be submitted two (2) days prior to the first day of the requested leave. This provision shall not apply in the case of an emergency, nor in cases where re-scheduling of the appointment makes the two (2) day notice impracticable.

Absent extenuating circumstances, any employee who fails to give proper notice as described above shall be considered absent without authorization and may be subject to progressive disciplinary action.

6-13 An employee who is absent, due to an injury incurred in the line of duty, shall continue to accrue sick leave for up to twelve (12) calendar months of such absence. Such employee shall not accrue additional sick leave thereafter until such time as he/she return to work. This section shall be effective for absences of twelve (12) full calendar months of more measured from May 1, 1988.

6-13A NO PAY STATUS No pay status: After thirty (30) days of no pay status, there will be no additional accrual of vacation or sick leave until the employee returns to work.

6-14 SICK LEAVE REVIEW Any employee of the Department who demonstrates an unusual or excessive pattern of sick leave behavior, including but not limited to the following, may be subject to a sick leave review by the Personnel Director:

1. Use of more than ten (10) undocumented sick days in a fiscal year period;
2. Use of a sick day or days before or after any scheduled vacation leave;
3. Use of a sick day or days on, before or after any of the eleven (11) holidays enumerated in this Agreement, or;

4. Use of a sick day or days that illustrates a particular pattern, such as use of sick days on a given day of the week on a repetitive basis.

For the purposes of Section (a) (1) above, documentation must be in the form of a doctor's note or other medical documentation provided at the time the sick day is used, not after the employee is placed on sick leave review.

SICK LEAVE PROBATION

(b) Upon the first instance of any of the above violations, the employee will be subject to sick leave probation for a period of ninety (90) days, beginning on the date the employee is notified of the determination by the Director of Personnel. For all subsequent offenses, the employee may be subject to progressive disciplinary action by the appointing authority or his or her designee.

Any employee who is on sick leave probation must provide written documentation to the General Foreman or Superintendent, with a copy to be submitted to the Personnel Director, as soon as practicable, for any sick day used. If such documentation is not provided, or is deemed insufficient by the Personnel Director or his or her designee, the employee will not be allowed to return to work on the next working day and until sufficient documentation is provided. Failure to submit such documentation is grounds for discipline as discussed above.

In determining whether disciplinary action is warranted, the Appointing Authority or his or her designee shall consider each situation on its merits, considering such factors as number/frequency of occurrences, patterns of absenteeism (such as use of sick days before and/or after weekends, holidays and vacations) and duration of absence.

Any disciplinary action imposed hereunder shall be subject to the grievance procedures as outlined in Article III.

6-15 Sick Leave Sell Back

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 the wage established under Appendix "A". 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 this/her department head in writing of his/her intent to exercise said right of exchange and the number of days to be exchanged (1,2 or 3) no later than January 31st of the following calendar year. The payment shall be made, and the employee's sick leave balance shall be correspondingly reduced, during the next July following.

ARTICLE VII
BEREAVEMENT LEAVE

7-1 Employees shall be entitled to bereavement leave as follows:

In the case of the death of a member of an employee's immediate family, the employee shall be granted five (5) working days absence without loss of pay. "Immediate family" for the purposes of this Article shall include: husband, wife, child, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, step-parent, step-child or foster child. The determination of "immediate family" shall be made without consideration to whether the family member is domiciled in the employee's household.

In case of the death of an employee's relative (by blood or marriage) such as niece, nephew, aunt or uncle, or an employee's brother-in-law or sister-in-law, the employee shall be granted a three (3) working days leave of absence without loss of pay.

In the case of the death of a current employee of the Department, the Department Head may, on a case by case basis and in his or her discretion, grant employees one-half (1/2) day of bereavement leave with pay, as circumstances so warrant.

7-2 In all cases, bereavement leave shall begin on the first work day immediately following the date of death and must be completed within seven (7) days of the death. The intent of this Article is to provide the employee with time off for bereavement at the time of the death. In the event of unusual or special circumstances, delayed bereavement leave may be allowed, with the prior approval of the Department Head.

7-3 In the event that an employee's pre-scheduled vacation or personal leave coincides with his or her bereavement leave, the scheduled time off shall be re-credited and charged instead as bereavement leave.

ARTICLE VIII
MATERNITY LEAVE

8-01 Pregnant employees shall be eligible for maternity leave.

8-02 By the end of the third month of pregnancy, said employee shall notify the Department or Division Head of the expected date of delivery and the date she wishes to cease work. By the end of the sixth month of pregnancy, said employee, should she desire to continue working, shall provide the Department or Division Head with a statement from her physician certifying the expected date of delivery, her physical ability to continue working, and the date up to which she is permitted to work.

8-03 Maternity leave will be granted for a period not to exceed nine (9) months or the length of the physical disability, not exceeding two (2) years.

8-04 During the period of maternity leave, said employee shall accrue seniority, vacation time and sick leave, as set forth in General Laws Chapter 149, Section 105D, and upon return to work shall be entitled to receive the prevailing rate of pay for the classification of said employee.

ARTICLE IX **JURY DUTY**

9-01 An employee in full-time employment who is required to serve on a jury shall be paid the difference between compensation received for jury duty and his/her regular compensation rate, provided he/she is prepared to submit valid proof of such jury duty and the amount received as juror's pay, upon request of the Employer.

9-02 Seniority, sick leave and length of service shall accrue while on jury duty.

ARTICLE X **MANAGEMENT RIGHTS**

10-01 All functions having to do with the management of municipal matters of the Employer concerning the departments covered by this Agreement, and all policies, authority and responsibility for the conduct of same, the management of the working forces, the right to hire, promote and, for proper cause, to transfer, suspend or discharge, are the proper prerogatives of the Employer; provided, however, that such actions are not inconsistent with the terms of this Agreement.

ARTICLE XI **HOURS**

11-1 Regular Work Hours Workweek. Except where otherwise indicated, the regular workweek shall consist of forty (40) hours per week divided equally over five (5) days, Monday through Friday.

Workday. The regular workday shall consist of eight (8) consecutive hours, including a one (1) hour meal period which is non-compensable time. Any employee scheduled to work eight (8) or more hours shall receive two (2) fifteen-minute rest periods with pay, except in the event of an emergency or unusual circumstances.

Shift Schedules. Except where otherwise indicated, the regular day shift for all employees covered by this Agreement shall be Monday through Friday, 7:00 a.m. to 4:00 p.m.

11-2 Overtime All authorized hours worked in excess of the forty (40) hour workweek shall be compensated at a rate of time and one-half the employee's regular rate of pay;

For purposes of computing overtime pay, a holiday, vacation day and/or a personal day shall be credited as a day worked. A paid sick leave day shall be credited as a day worked, unless the employee is on sick leave review.

Overtime scheduling shall not be compulsory.

11-3 "Comp Time"

a) Accrual. Employees may, in lieu of overtime pay, elect to receive compensatory time ("comp time") for those hours worked on an enumerated holiday or hours worked in excess of the employee's regular workweek. Comp time may be accrued in the same manner as overtime, subject to a maximum of fifty-six (56) hours per fiscal year.

The first fifty-two (52) hours of comp time must be used in the fiscal year it accrues, unless otherwise approved by the employee's Department Head. The remaining four (4) hours of compensatory time may be carried into the following fiscal year. On the last pay period of the fiscal year, all accrued compensatory time shall be paid to the employee in cash.

b) Use. In all instances, the use of compensatory time is subject to the prior approval and the discretion of the Department Head. Comp time must be scheduled with the Department Head at least three (3) days prior to the first requested day off.

On the last pay period of the year, all accrued compensatory time shall be paid to the employee in cash.

This section shall be effective six (6) months after the implementation of time and attendance.

11-4 Emergency Duration Premium Pay Employees shall be paid a twenty (20%) percent premium payment for all hours worked in excess of sixteen (16) consecutive hours for the duration of an emergency situation or other unusual instance of a temporary nature (as determined by the Mayor, the Department Head or any duly authorized representative of the Mayor or the Department Head);

Said emergency premium payment shall be computed and paid at the rate of time and one-half the employee's regular rate of pay.

11-5 Differential Payments

Non-Day Shift Premium. All employees who are scheduled to work hours other than the regular day shift (Monday through Friday, 7:00 a.m. to 4:00 p.m.) shall be paid a premium differential of eleven and three tenths (11.3%) percent of their respective hourly rates.

Shift Premium. Any employee who, after completing a regular day shift, is (i) called back for duty or (ii) whose workday is extended into the night-shift, shall be compensated with a premium differential payment equal to eleven and three tenths (11.3%) percent of his/her respective hourly rate, for the hours performed outside of his/her regular shift .

The shift differential payment shall apply during the time that an eligible employee is on paid vacation.

Night Premium. All employees scheduled to work the 4:00 p.m. to Midnight shift or the Midnight to 8:00 a.m. shift shall be paid a premium differential of twenty one and three tenths (21.3%) percent of their respective hourly rates. This shift premium differential shall apply during the period beginning December 1 and ending April 1 of each calendar year.

The differential premium payments described in this section shall be deemed to be part of the employee's regular hourly rate for purposes of computing overtime pay.

11-6 Assignment of Overtime

a) Each Department or Division Head shall keep a record of the overtime worked and/or refused. This record shall be open to examination by the Union representative or the Steward. Upon request, the Department or Division Head shall make this record and all relevant documents open to examination to the Union representative, provided such request is reasonable and shall not unduly interfere with the operation of the agency.

b) Overtime shall be equally and impartially distributed among personnel according to job title and related job description as set forth by standard Civil Service classifications, unless management demonstrates that such distribution is impracticable or impossible under the circumstances.

c) Overtime opportunities shall be assigned on a rotating basis by seniority, as follows: first within the particular section of the bargaining unit for which the work is required; then within the bargaining unit division for which the work is required; then within the bargaining unit department for which the work is required.

d) In the event that no qualified employees are available within the bargaining unit, overtime opportunities may be offered to employees outside of the bargaining unit.

e) Overtime opportunities shall not be offered to seasonal employees until all permanent employees have been afforded such opportunity to work overtime.

f) If, through the grievance procedure, it is established that an employee has been passed over more than two times in a fiscal year in violation of this section, such employee shall be paid for the third violation and all future violations in that fiscal year and shall retain his or her regular standing on the list.

11-7 "On-Call" duty

a) On-Call Pay. Any employee who is designated by his/her Department or Division Head to "on call duty" shall receive an amount equivalent to ten (10%) percent of his/her hourly rate for each hour he or she is required to be "on-call." In consideration thereof, the employee agrees to hold himself/herself available to respond.

b) On-Call Stipend. Notwithstanding subsection a) above, all General Foremen shall be considered "on-call" at all times. In consideration thereof, each General Foreman shall be paid an "On-Call Stipend" in the amount of eight (8) hours pay, payable each pay period. Such amount shall be calculated at the rate of time and one half the employee's base hourly rate, and shall adjust with the employee's base rate. The "On-Call Stipend" shall be considered as regular compensation for purposes of retirement benefits. It shall be calculated at the rate of time-and-one-half the employee's base hourly rate, and shall be paid whether or not the employee actually works any overtime hours.

For the purposes of this subsection, all General Foremen shall be considered as compensated for the first eight (8) hours of overtime worked in any week, without consideration to the circumstances (e.g., Christmas Eve, snow emergency, etc.) or the time actually worked. With respect to any overtime hours an employee actually works, the overtime rate of payments shall be equal to time-and-one-half the employee's base hourly rate plus any applicable hourly differentials; provided that such payment shall be offset by the amount of the on-call stipend described above.

c) Guaranteed Minimum. Any employee who reports for and works "on-call" duty shall be guaranteed a minimum of three (3) hours pay at time and one-half his/her regular hourly rate. Hours worked in excess of the guaranteed minimum shall be compensated at the rate of time and one-half.

11-8 "Hold-Over" Hours. An employee who is "held over" after completing his/her regularly scheduled hours, shall receive no additional compensation for the first ten (10) minutes of the hold-over period. However, if an employee is held over beyond ten (10) minutes, he/she shall be paid at the following rates:

<u>Time Held Over</u>		<u>Pay For</u>
10 - 20 minutes	-	20 minutes time
20 - 30 minutes	-	30 minutes time
30 - 40 minutes	-	40 minutes time
40 - 50 minutes	-	50 minutes time
50 - 60 minutes	-	One hour's time

Any employee who is held over beyond one (1) hour, shall be paid according to the above schedule, with the first ten (10) minutes of each additional hour unpaid.

11-9 Water Construction Foreman The practice of assigning Water Construction Foreman to all Fire Department working fires shall continue for the life of this Agreement.

11-10 Hazardous Duty Differential The following hazardous duty differentials shall be paid to members of the bargaining unit:

Sewer Department Employees
7/1/07 thirty five cents (\$.35) per hour
7/1/08 fifty cents (\$.50) per hour
7/1/09 fifty- five cents (\$.55) per hour

The parties agree that the position of Motor Repairman shall be entitled to the Sewer differential set forth above.

Water Department Employees
7/1/07 ten cents (\$.10) per hour
7/1/08 twenty five cents (\$.25) per hour
7/1/09 thirty cents (\$.30) per hour

The parties agree that the following positions shall not be eligible for a hazardous duty differential: Dispatcher/Clerk, Storekeeper/Clerk, and Yardman.

ARTICLE XII
VACATIONS

12-01 All employees who have completed thirty (30) weeks or more of full-time service shall be eligible for vacations with pay in accordance with the following schedule to be computed in hours:

Thirty (30) weeks but less than
three (3) years of service Two weeks @ 80 hours' pay

Three (3) years but less than
five (5) years of service Three weeks @ 120 hours' pay

Five (5) years but less than
ten (10) years of service Four weeks @ 160 hours' pay

Ten years or more of service Five weeks @ 200 hours' pay

12-02 Vacation, sick leave or any other paid leave shall be included in the computation of the thirty (30) weeks required for full-time service.

12-03 In scheduling an employee's vacation time, the Department or Division Head shall give preference on the basis of seniority provided the employee files his/her request for vacation with the Department or Division Head at least thirty (30) days prior to the commencement of said vacation period. Preference on the basis of seniority shall not be given to any request for vacation made less than thirty (30) days prior to commencement of said vacation period.

12-04 In the event a paid holiday shall occur during an employee's vacation period, the employee shall receive an additional day off with pay.

12-05 An employee whose service is terminated without cause, or by lay-off, retirement or entry into the Armed Forces, shall be paid an amount equal to vacation as accrued.

12-06 An employee shall not lose his/her accrued vacation if incapacitated because of an injury incurred in the line of duty.

12-07 (a) An employee who is absent, due to an injury incurred in the line of duty, shall continue to accrue vacation leave for up to twelve (12) full calendar months of such absence. Such employee shall not accrue additional vacation leave thereafter until such time as he/she actually returns to work. Sub-sections (a) and (b) of this section shall be effective for absences of twelve (12) full calendar months or more measured from May 1, 1988.

(b) For employees who return to work after an absence of twelve (12) full calendar months or more, such employee who actually works thirty (30) weeks or more in the vacation year (measured by the employee's anniversary date), shall receive full vacation accrual for that year. Upon such return to work, an employee who actually works less than thirty (30) weeks in the vacation year (measured by the employee's anniversary date), shall accrue vacation leave at the rate of 1/12 of his annual entitlement for each full period of thirty (30) calendar days during which he was actually back to work in his vacation year.

12-08 Time spent on workers compensation shall be credited as service for purposes of computing the amount of vacation leave to which an employee is entitled.

12-09 On or about July first of each fiscal year, the Department or Division Head will provide each employee with a statement containing his/her vacation leave showing: (1) vacation leave posted during the previous year, (2) vacation leave used during the previous year and (3) vacation leave remaining from the previous year.

12-10 Vacation time may be used for sick time with prior approval of the Department Head.

12-11 Employees allowed to carry double the employee's vacation allotment.

12-12 No pay status: After thirty (30) days of no pay status, there will be no additional accrual

of vacation or sick leave until the employee returns to work.

12-13 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 31 of the calendar year preceding the next fiscal year, elect to be paid additional compensation in lieu of his or her accrued vacation time; subject to the proviso that in no instance, shall any employee be permitted to "sell back" more than five (5) days of his or her 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.

The parties agree that the benefits conferred under this Section shall be effective July 1, 2008, provided that this Agreement has been ratified and funded on or before December 31, 2007. In the event that this Agreement has not been so ratified and funded, the City shall propose an alternate date upon which this Section shall become effective.

**ARTICLE XIII
HOLIDAYS**

13-1 The following days shall be recognized and observed as paid holidays for full-time employees as set forth in Article I of this Agreement:

January 1st	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
July 4th	

Whenever any of the holidays enumerated above falls on a Saturday, the holiday will be observed as a skeleton day on the preceding Friday and the succeeding Monday, such that no more than one-half of the employees within a Section of a Division of the Department will have scheduled time off on either day. The choice of which day an employee has off (Friday or Monday) shall be determined in order of seniority within a classification.

Holidays falling on a Sunday shall be celebrated on the following Monday.

13-2 Holiday Pay. Eligible employees shall receive eight (8) hours pay at their regular rate of pay for each of the holidays listed above on which they perform no work. Employees who are required to work on any of the above-listed holidays shall be paid as follows:

Employees who are required to work on Martin Luther King Day, Washington's Birthday, Patriots Day, Columbus Day and/or Veterans Day, shall, in addition to regular holiday pay, be

compensated at a rate of one and one-half times the employee's regular rate of pay for the time worked on said holiday(s).

Employees who are required to work on Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day and/or Thanksgiving, shall, in addition to regular holiday pay, be compensated at a rate of double the employee's regular rate of pay plus any applicable differential (e.g., night premium, shift premium, etc.), for the time worked on said holiday(s).

With respect to any given holiday, shifts shall rotate in all departments (Monday to Friday).

13-3 When a holiday occurs during an employee's regular vacation, bereavement leave, jury duty, or a scheduled day off, the employee shall be paid for the holiday at his/her regular rate of pay, as defined above. When an employee is absent from work and on paid sick leave for a period of ten (10) continuous calendar days or more, he/she shall be entitled to receive one (1) day of holiday pay for the first holiday, if any, that falls within the period of paid sick leave, subject to the provision that each employee may only exercise this benefit once per contract year.

13-4 Notwithstanding the provisions of Section 13-3 above, holiday payment is subject to the employee working his/her regularly scheduled day prior to the holiday and his/her regularly scheduled work day subsequent to the holiday.

13-5 Employees may take a vacation day or personal day before or after a holiday with the approval of the Department Head. Approval will depend on the operational needs of the Department.

13-6 If, during the duration of this Agreement, either the Federal or State government shall at any time by law declare new holidays not otherwise designated above, the parties agree to re-open negotiation with respect to such newly declared holidays.

13-7 Non-enumerated Holidays and Skeleton Days: With respect to each of the following holidays not enumerated in Section 1 above, the following shall apply:

Good Friday: Eligible employees shall be entitled to one-half (1/2) skeleton day beginning at noon on Good Friday. Any employee who works a full day on Good Friday shall be granted one-half (1/2) day of compensatory time to be utilized within thirty (30) days of the Good Friday on which he or she worked a full day.

New Year's Eve: Eligible employees shall be entitled to one-half (1/2) skeleton day beginning at noon on New Year's Eve. Any employee who works a full day on New Year's Eve shall be granted one-half (1/2) day compensatory time to be utilized within thirty (30) days of the New Year's Eve on which he or she worked a full day.

Thanksgiving: Eligible employees shall have the option to take one (1) day off with pay on either the day before or the day after Thanksgiving Day.

Christmas Eve: In the event that Christmas Eve falls on a weekday, employees shall be released at noon. In the event that Christmas Day falls on a Sunday or a Monday, then the Friday preceding Christmas Day will be treated as a one-half (1/2) skeleton day beginning at noon. In such instance, any employee who works a full day on the Friday preceding Christmas Day will be granted one-half (1/2) day of compensatory time to be utilized within thirty (30) days of the skeleton day.

In the case of an employee whose regularly scheduled vacation day coincides with any of the above-referenced skeleton days, said employee will only be charged one-half (1/2) vacation day.

In any instance in which an employee is entitled to choose which day he or she takes off pursuant to Section 13-7 above, preference shall be determined in accordance with seniority within a classification.

ARTICLE XIV **HEALTH AND SAFETY**

14-01 There shall be a Safety Committee composed of six (6) members. The Union shall designate three (3) members of the Union to serve on said Committee and the Mayor shall designate three (3) supervisory personnel (or alternates).

14-02 There shall be no fewer than five (5) meetings held within each twelve-month period during the terms of this Agreement, and at least one meeting held quarterly. A quorum shall consist of three members of the Committee, containing at least one member representing each party to this Agreement.

14-03 The Safety Committee shall elect one of its members to be the Secretary, who shall keep minutes of all meetings held and shall notify the Committee members of the date, time and place of each meeting.

14-04 The Safety Committee shall formulate and recommend rules, policies and regulations for the improvement of the health and safety of the employees.

14-05 In the event the majority of the Committee shall agree upon any rule, policy or regulation, the same shall be submitted to the Mayor for approval within three (3) weeks of the meeting.

14-06 The chairmanship shall alternate between the parties for each meeting as held.

14-07 In the event a majority cannot agree, either side may submit a minority report to the Mayor for his consideration.

14-08 All employees covered by this Agreement who require protective inoculations shall receive same without cost for said services.

ARTICLE XV
SENIORITY

15-1 15-01 Length of seniority shall be computed from the date of hire for purposes of determining an employee's benefits under this Agreement, including shift preference and the initial placement on the overtime list. Whenever there shall be a conflict in requested vacation dates, preference will be given to the employee according to seniority.

15-02 In the event of a transfer, promotion, increase or decrease of the work force and other matters pertaining to Civil Service, seniority for Civil Service employees shall be as defined in Massachusetts General Laws Chapter 31, Section 33 and other pertinent sections.

In the event of a transfer, promotion, increase or decrease of the work force and other matters pertaining to employees whose employment is exempt from coverage under the Civil Service statute, seniority shall be the date of hire.

15-03 A discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his/her seniority status made whole upon his/her return to work.

15-04 An employee recalled after a layoff within two (2) years shall not lose continuity of service relative to seniority, rate of pay, vacation credit and/or benefit programs.

15-05 Seniority shall accrue during an authorized leave of absence for a period of one (1) year or for the period of maternity leave, provided the employee returns to work immediately following the expiration of said leave of absence.

15-06 The City and the Union shall establish a committee comprised of two (2) members from the Union and two (2) members from the City to create a policy regarding Civil Service departmental promotional examinations and qualifying examinations.

ARTICLE XVI
PROMOTIONAL VACANCIES

16-01 The appointing authority (Department Head) shall post a promotional bulletin in locations where it can be seen by all employees for at least five (5) working days. The promotional bulletin shall state the title of the position to be filled, the salary and location of the position, any pertinent information as to special qualifications, and whether such position is permanent or temporary. It shall also clearly state the last date for applying for such position.

16-02 A promotional bulletin shall be mailed to any employee on sick leave, vacation or an authorized leave during the entire period of the posting.

16-03 A copy of each promotional bulletin shall be forwarded to the Union at or prior to the time of posting, and delivery of such promotional bulletin shall be valid when the Employer deposits in the mail such bulletin, bearing the name and address of the Business Agent of the Union, as reflected in the Employer's records and as last supplied to the Employer by the Union.

ARTICLE XVII
TRANSFERS - PROMOTIONS

17-01 In the event an employee with less than five (5) years of service is promoted to a higher rated position, he/she shall receive the minimum of the new class rate range.

17-02 In the event his/her existing rate is higher than the minimum of the new class rate range, an employee shall receive the next step above his/her present rate. The Department Head may recommend a one-step rate increase if the employee's qualifications and performance warrant it.

17-03 In the event an employee has at least five (5) years of service and is promoted to a higher rated position, he/she shall receive the maximum rate of said position.

ARTICLE XVIII
LONGEVITY BENEFITS

18-01 A full-time employee shall be paid, in addition to his/her compensation, the following annual increments for longevity service:

LENGTH OF SERVICE	AMOUNT
Five (5) years of service but less than ten (10) years of service	\$ 180.00
Ten (10) years of service but less than fifteen (15) years of service	\$ 450.00
Fifteen (15) years of service but less than twenty (20) years of service	\$ 650.00
Twenty (20) years of service but less Than twenty-five (25) years of service.....	\$ 950.00
Twenty five (25) years of service or more	\$1050.00

18-02 Longevity pay will be paid the first day of December each year.

18-03 There will be no pro-rating of longevity compensation in the year in which an employee first becomes eligible for such compensation, or in those years in which an employee becomes

eligible for additional compensation, and there will be no pro-rating of longevity compensation upon retirement. In the event of an employee's death, payment of longevity compensation due shall be made to his/her beneficiary designated in writing, on file with the Retirement Board or, in the absence thereof, to his/her estate. In the event of termination of employment by retirement or death, the amount of longevity compensation due will be paid at the time of retirement or death.

18-04 Employees on workers compensation shall receive whatever level of longevity benefits to which they are entitled without regard to the length of time they have been receiving workers compensation. Time spent on workers compensation shall be credited as service for purposes of computing the amount of longevity pay to which an employee is entitled.

ARTICLE XIX **WAGES**

19-01 (a) The City agrees to the following hourly rate increases to be applied before Base Wage Percentage Increases as described in item c below:

All employees in the bargaining unit shall receive the following hourly rate increases:

- Effective July 1, 2007 - \$.10 per hour
- Effective July 1, 2008 - \$.10 per hour
- Effective July 1, 2009 - \$.10 per hour

(b) The City further agrees that employees who hold a CDL license shall additionally receive an hourly rate increase of \$.25 per hour. This increase is not included in the base pay.

(c) The existing wage scales shall be amended by the following amounts and listed in Appendix "A" to reflect the following wage increases:

- Effective July 1, 2007 – 2% increase
- Effective July 1, 2008 – 2% increase
- Effective April 1, 2009 – 1% increase
- Effective July 1, 2009 – 2% increase

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

(d) Step System

Amend Appendix A to create a Step Schedule:

- 1.) Effective 7/1/07:

Step1 Entry Level	Step 2 3 Years 1%	Step 3 6 Years 1.75%	Step 4 9 Years 2.5%	Step 5 12 Years 3.25%
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2.) Effective 7/1/08 and thereafter:

Step1 Entry Level	Step 2 3 Years 1%	Step 3 6 Years 2%	Step 4 9 Years 3%	Step 5 12 Years 4%
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Each of the percentage increases set forth in the above step scales are to be computed from the entry level step and do not accumulate as a percentage above the previous step. For example, the Step 5 rate effective after 7/1/08 is 4% above the entry level step. The above step structure only applies to those job titles that do not presently have a step structure.

19-02 Not more than two (2) employees who hold a Certificate of Competency as issued by the Department of Public Safety and who are designated by the Superintendent of the D.P.W. Sewer Division shall be paid a differential of ten (10) cents per hour. Such qualified employee shall be paid an additional day's pay while engaged in actually handling explosives within the day of a scheduled blasting.

Compensation for a "day's pay" shall be double the hourly rate of that paid for the position of Laborer as set forth herein. Such qualified employee shall be guaranteed a minimum of four (4) hours' pay when requested to handle explosives.

ARTICLE XX
HEALTH AND LIFE INSURANCE

20-01 Effective July 1, 1994, the employee monthly contribution to health insurance shall be twenty (20) percent of the monthly total monthly premium.

If any member of the bargaining unit becomes an interested party to any case challenging the 80% to City contribution to any aspect of health insurance coverage, and such contribution rate is in any way declared to be unenforceable or ordered to be increased by a court, agency, or tribunal of competent jurisdiction, then there shall be an immediate reopener of economic items to negotiate to restore the economic equivalent of the parties' agreement.

The parties further agree that the City at its discretion shall be entitled to deduct the employees share of health premium contributions in approximately equal amounts during each pay period.

20-02 Effective July 1, 1990, the City shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their health insurance and/or dental insurance with pre-tax earnings.

20-03 Effective July 1, 1998, the City shall establish a Dental Plan. Employees properly enrolled in the Dental Plan shall contribute fifty percent (50%) of the total monthly premium. Enrollment shall be employee option. A Union/City study committee will be formed to assist in the selection of the Dental Coverage carrier.

20-04 Effective July 1, 2002, the employee contribution to health insurance shall be twenty-five percent (25%) of the total monthly premium consistent with the provisions of M.G.L. Chapter 32B (all City of Brockton unions agree). If the 25% employee contribution is initiated, then a Three Hundred Dollar (\$300.00) bonus will be paid to all employees. In addition, it is understood and mutually agreed that the City shall have the right to switch carriers and/or plans if mutually agreed to. It shall also have the duty to provide substantially equivalent overall coverage and any and all health or dental insurance plans for which it contracts to that available at the time this contract is executed.

In addition, the City shall continue to provide medical insurance coverage under the medical insurance plans presently offered, as the same are from time to time amended by the plan administrators (i.e. Blue Cross Blue Shield of Massachusetts and Harvard Pilgrim Health Care), so long as said plans are available to the City. The foregoing shall not obligate the City of Brockton to bargain over changes in the plans as made by the plan administrators. The preceding sentence shall not be deemed to preclude the City from offering additional plans as determined by the employer to be in the best interest of the City.

The parties agree and stipulate that any negotiations between the parties on the subject of health insurance contribution rates paid by members of the unit also includes a negotiation for a corresponding increase to those unit member as future retirees, and no further negotiations on the impact of future benefits to current members will be required between the parties on any corresponding increase made by the City in the contribution rate of retirees.

The parties specifically acknowledge that the Union is not the legal or collective bargaining representative of the current retirees and that the City shall comply with the procedures outlined in Chapter 32B of the Massachusetts General Laws in seeking any changes in its contribution rates for health insurance.

Life Insurance: Effective July 1, 2001, increase life insurance form \$2,000.00 to \$5,000.00.

ARTICLE XXI
STEWARDS

21-01 The Union shall have the right to have a Steward for each department covered by this Agreement. The Union will submit to the Employer a list of Stewards and the departments affected thereby. The Steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violations.

21-02 The President or Secretary-Treasurer, the Business Agent or Stewards shall be granted reasonable time off during working hours to investigate and settle grievances provided notice has been given to the appropriate supervisor. Stewards shall be entitled to attend negotiations or arbitration's without loss of pay if presence is required (no more than five (5) employees on the negotiating team).

21-03 Except during a period of emergency, in unusual situations or for other good cause shown, the Employer shall not deny time off.

21-04 The Business Manager, President and three (3) additional duly elected delegates of the Union shall be entitled to attend state and national bodies without loss of pay.

21-05 The Employer shall make available bulletin boards for use by the Union for purposes of posting its official notices and other related matters.

21-06 Announcements shall be posted in conspicuous places where employees enter and leave the premises. Both parties to this Agreement may use the bulletin board for notices of routine nature.

21-07 The Department Head shall deliver or mail to the Business Manager of Local 1162 a copy of any notice which is to be posted on the bulletin board relating to departmental policies, requisitions for promotion and changes in working conditions.

21-08 Any officer of the Union holding an unpaid appointed position with any Board, Commission or Authority of the City shall be entitled to attend scheduled meetings of such Board, Commission or Authority or such seminars, conventions or workshops reasonably associated with such position without loss of pay.

ARTICLE XXII
NO STRIKES NO LOCKOUTS

22-01 It is mutually agreed by the parties hereto that throughout the life of this Agreement there shall be no strikes, lockouts or stoppages of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves or by the American Arbitration Association.

ARTICLE XXIII
EMPLOYEE RIGHTS

23-01 Except to the extent that there is contained in this Agreement an express proviso to the contrary, employees shall have the right to join the Union, hold office, take part in the management of the Union, act as a Union representative and engage in lawful Union activities for the purpose of collective bargaining or other mutual aid. In the exercise of said rights, the employees shall be free from any and all restraint, coercion or discrimination in regard to tenure, promotion or any other condition of employment.

ARTICLE XXIV
ASSIGNMENT TO A HIGHER CLASSIFICATION

24-01 In the event that an employee is, for any reason, not available to perform his/her duties and no other employee holding the same job title is available to perform the duties that said job title requires, then the most senior employee in the next lowest class, on a regular shift or overtime during those same hours may, at the discretion of the Division Superintendent, be assigned to fill the vacancy and shall be paid at the rate of pay of the higher classification for all hours worked in the higher classification. An employee may, without prejudice, decline assignment to a higher classification. There will be no mandatory staffing of positions.

24-02 If an employee is assigned to work in a lower classification than his/her classification, he/she shall be paid at his/her higher rate of pay.

ARTICLE XXV
CLOTHING ALLOWANCE

27-01 Each Employee shall receive an annual clothing allowance of fifteen hundred dollars (\$1,500.00) to be paid in two bi-annual increments of Seven Hundred Fifty Dollars (\$750.00). Each employee shall receive an annual boot allowance of Seven Hundred Dollars (\$700.00) to be paid in two bi-annual increments of Three Hundred Fifty Dollars (\$350.00). The first payment to be due and payable on or about December 31st and the second to be due and payable on or about June 30th each year.

ARTICLE XXVI
PRESENT BENEFITS

28-01 All present benefits shall be retained and be in full force and effect and are herewith incorporated by reference to the previous working terms and conditions.

ARTICLE XXVII
MISCELLANEOUS PROVISIONS

29-01 The Employer agrees to permit representatives of the Union to enter the premises at any time for individual discussions of working conditions with employees, provided such representative does not interfere with the performance of duties assigned to the employee, and when possible, such representative shall give reasonable notice in advance to the superintendent or his designee.

29-02 Effective July 1, 1991, during the day shift Mondays through Fridays, Saturdays, Sundays, and holidays, there will be one man only on sanders unless, at the discretion of the superintendents, two are assigned.

29-03 The Employer will inform the Union in writing of the name, address, classification and department of each new employee hired to perform work within a classification covered by the terms of this Agreement. Said notice will be valid if deposited in the mail bearing the name and address of the Business Agent as reflected in the Employer's record and as last supplied to the Employer by the Union.

29-04 The Employer will make available, at times reasonable, to no more than two (2) individuals designated by the Union, records showing and confirming the dues check-offs and agency service fee check-offs of the previous month.

29-05 The Employer agrees to make payment for all special licenses required for the performance of an employee's duties.

29-06 Upgrade Study Committee: The City will hire a consultant to review certain jobs that may warrant an upgrade. Union members will have input on the order that the jobs are reviewed.

29-07 **FSA**: Effective calendar year 2006, the City has agreed to provide a flexible spending account plan (FSA) for the members covered by this agreement during the term of this agreement only. The FSA plan provides for pre-tax payroll deduction for:

(1) certain out of pocket expenses such as:

- Medical insurance deductibles
- Co-payments (medical)
- Vision Care (eyeglasses, contact lenses, examinations)
- Medical examination costs not covered by insurance
- Prescription drug costs not covered by insurance
- Chiropractor and other specialist cost not covered by insurance
- Psychiatric counseling not covered by insurance
- Other medial expenses qualified under IRC Section 125

- Dental expenses such as examinations, cleanings, fillings, crowns, bridges, dentures, Orthodontist services, implants, inlays, x-rays and other dental expenses qualified under IRC Section 125
- Other out of pocket expenses eligible for reimbursement consistent with Section 125, 129 of the Internal Revenue Code.

The FSA Plan is more specifically outlined in a separate document which is incorporated herein by reference. The plan is administered by a third party, Cafeteria Plan Advisors, Inc., pursuant to an agreement with the City, the terms of which are also incorporated herein by reference.

- (2) Dependent Care Assistance Plan consistent with Sections 125 & 129 of the Internal Revenue Code.

29.08 The City agrees to create a new position of Junior Draftsman. This position will be paid at the same rate as the Construction Foreman position. The position will become effective within thirty days of the date that both of the following conditions occur;(a) the BAETI union approves inclusion of the position into the Water/Sewer bargaining unit; and (b) this agreement is funded.

29.09 The parties agree that a Joint Labor Management Committee will study utilization of the Laborers' Training School.

29.10 Ethics Policy: The Union agrees to the attached revised ethics policy.

29.11 Master Medical Premium Increase: The Union agrees to the City's proposal which is attached hereto as Attachment A contingent upon the City's Implementation of the terms of this Agreement.

29.12 Elimination of Medicare Part B Reimbursement: The Union agrees to the City's proposal which is attached hereto as Attachment contingent upon the City's implementation of the terms of this Agreement. In addition, the union agrees to withdraw that portion of the LIUNA grievance on this matter that pertains to this bargaining unit.

ARTICLE XXVIII

AUTOMOBILE ALLOWANCE

31-01 Any employee required by his/her Department or Division Head to use his/her private automobile in the performance of said employees duties on authorized City business shall be compensated for such use at the maximum allowable Internal Revenue Service rate per mile.



ARTICLE XXIX
PERFORMANCE EVALUATION

32-01 There shall be established a Performance Evaluation System for all employees covered by the Agreement, which shall be implemented and administered as follows:

- a.** All performance evaluation shall be in writing on forms prepared by the City's Personnel Director. The performance criteria shall be reasonably related to the employee's job duties.
- b.** Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade selected by the Mayor of his designee.
- c.** Formal evaluations shall be completed at least once each year for each employee, but no more than twice each year. (Each formal evaluation shall consist of three steps, as set forth in d-f below.)
- d.** Prior to each evaluation period, the immediate supervisor shall meet with the employee and shall inform the employee of the performance criteria and procedures to be used in evaluating the employee's performance.
- e.** At least once during the evaluation period, at or near its midpoint, the employee's supervisor shall meet with the employee to review the employee's program.
- f.** At the end of the evaluation period, the supervisor shall meet with the employee to review the results of the evaluation.
- g.** The form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall sign the evaluation to indicate whether he/she agrees or disagrees with it. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.
- h.** The evaluation shall be included in the employee's official personnel file.
- i.** Performance Evaluation shall follow the guidelines as dictated in Massachusetts General Laws Chapter 31 & 31A. The City of Brockton shall also post in all departments the job descriptions of all employees covered by this Agreement using the Municipal Classification Plan for Massachusetts (Municlass). Job descriptions for any titles covered by this Agreement that are not defined Municlass shall be supplied with, on file, D.P.A. Form 30's.

ARTICLE XXX
PERSONAL DAY

33-01 Each employee shall be entitled to three (3) personal days off with pay each contract year. The employee shall provide twenty-four (24) hours in advance notice to his/her Department or

Division Head for use of personal days. If proper notice has been given, the employee shall be granted the day off unless the Department or Division Head shows just cause that the granting of such request will affect the agency's operations. Whenever the employee has failed to give the required advance notice, the granting of that particular day shall be at the sole discretion of the Department or Division Head. A day not used within the contract year will not accumulate.

The parties agree that all new hires and re-hires shall have their personal day allotment pro-rated based on the amount of time left in the year.

ARTICLE XXXI **CONTRACTING OUT**

34-01 In the event that the City determines it more efficient to contract out the work of this Unit to an outside contractor, it may do so under the following conditions:

- 1) All employees with satisfactory work records must be hired by the contractor.
- 2) The seniority dates of all such employees hired will be assumed by the new contractor for purposes of accrual of benefits such as vacation and sick leave.
- 3) The City and Union will meet to bargain the impact of the contracting out.

ARTICLE XXXII **ADDITIONAL WAGE ADJUSTMENT**

Laborers' International Union National Pension Fund: For the purpose of providing additional retirement benefits for employees covered by this Agreement, the Employer agrees to the following payment schedule payable to the Laborers' International Union of North America National (Industrial) Pension Fund:

June 30, 2007(at midnight) Eighty-seven cents (\$.87) per hour of which eighteen cents (\$.18) per hour, in lieu of wages, is deducted from wages and Sixty-nine cents (\$.69) is Employer is contribution.

No past service credit is given for employment with an Employer whose agreement to contribute to the Pension Fund for the group or unit in which the Participant was employed ends and is not renewed, except to the extent that the Pension Plan's actuary determines that the Employer's contributions are sufficient to fund the Future Service Credit and Past Service Credit attributable to the Employer's employees. **For example:** if the Employer's contributions were sufficient to

fund the Future Service Credit and only 50% of the Past Service Credit of the Employer's employees, only 50% Past Service Credit would be given.

ARTICLE XXXIII
RESIDENCY

Employees covered by this agreement shall be subject to Section 2-110, the residency ordinance only for a period of seven (7) years from and after the first day of paid employment as a member of a bargaining unit represented by MA Laborers District Council, Local 1162.

ARTICLE XXXVI
LIGHT DUTY

The City and the Union agree that any injured employee, whether or not said injury is work related, where return to work is medically restricted, may be assigned to restricted duty either a full or part-time basis, at the sole discretion of the Department Head after consultation with and approval from the City's worker's compensation agent. This provision does not increase or provide any entitlement to the employee and may return to work which is medically restricted any be limited in time or duration and may be terminated at any time may and at the sole discretion of the Department Head.

ARTICLE XXXV
TERMINATION

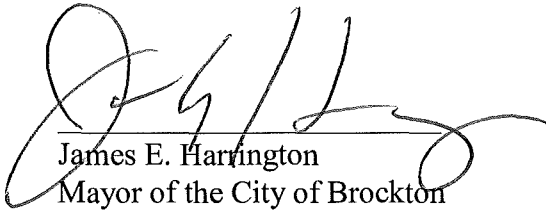
36-01 This Agreement shall remain in full force and effect during the period of July 1, 2007 through June 30, 2010.

36-02 Either party to this Agreement may give notice to the other in writing of its desire to modify this Agreement or to negotiate a successor Agreement at least ninety (90) days prior to the expiration hereof.


36-03 This Agreement may be extended from time to time beyond its expiration date by mutual agreement of the representatives of the City of Brockton and the Massachusetts Laborers' District Council in behalf of Public Employees' Local 1162 of the Laborers' International Union of North America.

IN WITNESS WHEREOF, the Employer and the Union have hereunto caused their Agreement to be signed, sealed and delivered in the names of their authorized agents this 29 day of December, 2009.

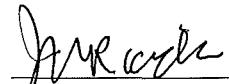
FOR THE CITY OF BROCKTON


James E. Harrington
Mayor of the City of Brockton

FOR THE MASSACHUSETTS LABORERS'
DISTRICT COUNCIL, LOCAL 1162


BM 1162 12/21/2009

Approved as to Form only


12/22/09
Jennifer Riordan
Assistant City Solicitor

Code of Ethics

It is necessary for City of Brockton employees to hold the respect, trust, and confidence of the community. One way this is accomplished is through the creation and enforcement of ethical guidelines for the conduct of public employees. It is therefore the policy of this Administration to uphold, promote, and demand the highest standards of ethics from its employees for personal integrity, truthfulness, honesty and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants, including, but not limited to, theft, dishonesty or the appearance of impropriety, and must never use their City position or powers for personal gain or in breach of the public trust.

Employees shall:

1. *Recognize that the chief function of the local government at all times is to serve the best interests of all the people.*

Public Interest: employees shall treat their office as a public trust, only using the power and resources of public office to advance public interests and not to attain personal benefit or pursue any other private interest incompatible with the public good.

2. *Keep the community informed on municipal affairs; encourage dialogue between the citizens and all municipal employees emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.*

Accountability: employees shall assure that government is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold city officials accountable.

Respectability: employees shall safeguard public confidence in the integrity of City government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety of which is otherwise unbecoming a public official.

3. *Seek no favor; believe that personal benefit or profit secured by confidential information or by misuse of public time is dishonest.*

Private Employment: employees shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Confidential Information: employees shall not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Gifts: employees shall not directly or indirectly solicit any gift or accept or receive any gift – whether it is money, loan, travel, entertainment, hospitality, promise or any other form – under the following circumstances:

- (a) It could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or
- (b) The gift was intended to serve as a reward for any official action on the official's part.

Investments in Conflict with Official Duties: employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.

- 4. *Conduct business of the City in a manner, which is not only fair in fact, but also in appearance.*

Personal Relationships: Personal relationships shall be disclosed in any instance where there could be the appearance of a conflict of interest. Employees are required to provide full disclosure of contacts by proponents and opponents having business before the City.

- 5. *Not knowingly violate any Massachusetts statute, City ordinance or regulation in the course of performing their duties.*

The parties recognize that the language of this policy is subject to differing interpretations. The City agrees that, in the event that it believes this policy has been violated, it shall first provide the employee with an oral warning. Thereafter, in the case of a subsequent violation, a written warning shall be issued. Thereafter, progressive discipline shall be applied.

ATTACHMENT A

Increase In Employee Contribution to
Master Medical Health Insurance

A. Effective on and after 11:59 p.m. on August 31, 2008, or whenever all City and School Department unions agree if such time and date are later than 11:59 p.m. on August 31, 2008, Brockton Water/Sewer, Local 1162 employees enrolled in the City-offered Blue Cross Blue Shield Master Medical Plan shall begin to contribute thirty percent (30%) of the total premiums for that plan and the City shall begin to pay the remaining seventy percent (70%). When the 30% employee contribution for the Blue Cross Blue Shield Master Medical Plan is initiated, the language in the following paragraphs will become effective.

In each full contract year that such Brockton Water/Sewer, Local 1162 employees pay 30% of the total premiums for the Blue Cross Blue Shield Master Medical Plan, such employees who were employed either during 2007 – 2008 or during the fiscal year prior to the fiscal year during which the aforesaid increase in the Brockton Water/Sewer, Local 1162 employees' share of the premiums for the Blue Cross Blue Shield Master Medical Plan becomes effective, whichever is later, (for example, Brockton Water/Sewer, Local 1162 employees who are employed during 2008 – 2009 if the aforesaid increase does not become effective until sometime during the 2009 – 2010 fiscal year) ("the qualifying year") and who were enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year ("eligible Brockton Water/Sewer, Local 1162 employees") will be paid an additional annual stipend ("the Master Medical Stipend") as part of their regular salary depending upon the level of coverage (e.g. individual coverage or family coverage) that they had during the qualifying year. In order to be classified as a Brockton Water/Sewer, Local 1162 employee during the qualifying year, (e.g. 2007 – 2008, 2008 – 2009 or some year thereafter), the employee must have been either actively employed or on an approved leave of absence during that year and must also have been covered by the Blue Cross Blue Shield Master Medical Plan during that year. Brockton Water/Sewer, Local 1162 employees who are not employed in the bargaining unit during the qualifying year and/or who were not enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year will not be eligible for the Master Medical Stipend.

The Master Medical Stipend shall be in the exact amount of dollars and cents that corresponds to five percent (5%) of the total annual premium for the Blue Cross Blue Shield Master Medical Plan as of the time and date of the increase in the Brockton Water/Sewer, Local 1162 employees' share of the premium contributions for that plan from 25% to 30%. If in the year of implementation, the 30% employee contribution to the Blue Cross Blue Shield Master Medical Plan is in effect for only a portion of the year, the Master Medical Stipend will be prorated for that year only.

The Master Medical Stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on the July 1 immediately following the commencement of the Master Medical Stipend, the Master Medical Stipend will be increased by the amount of the general salary increases in that year and in all future years. Eligible Brockton Water/Sewer, Local 1162 employees who either convert to a different health insurance plan, change their level of coverage or drop out of health insurance entirely at any time after the Master Medical Stipend begins to be paid will continue to receive the Master Medical Stipend that corresponds to the level of coverage that they had during the qualifying year.

Brockton Water/Sewer, Local 1162 employees who return from a leave of absence or who are recalled after a layoff will remain eligible for the Master Medical Stipend. However, eligible Brockton Water/Sewer, Local 1162 employees who resign and who are later rehired will no longer be eligible for the Master Medical Stipend.

B. In consideration of the foregoing agreement to increase the Brockton Water/Sewer, Local 1162 employees' share of the premium contributions for the Blue Cross Blue Shield Master Medical Plan from 25% to 30%, it is further agreed as follows:

- (1) There will be no proposals to increase Brockton Water/Sewer, Local 1162 employees' share of the premium contributions for the Blue Cross Blue Shield Master Medical Plan beyond 30% for at least the three year period beginning July 1, 2008.
- (2) There will be no proposals to increase Brockton Water/Sewer, Local 1162 employees' share of the premium contributions for the HMO Blue, Blue Choice, Harvard Pilgrim Health Care Plans or for any other HMO Plan that the City may make available to its employees beyond 25% for at least the three year period beginning July 1, 2008.

C. Effective as of July 1, 2006, any Brockton Water/Sewer, Local 1162 employee who was enrolled in the Blue Cross Blue Shield Master Medical Plan during the 2005 – 2006 contract year and who thereafter elects to convert to one of the less expensive health insurance plans that are offered by the City (i.e. HMO Blue, Blue Choice, Harvard Pilgrim Health Care or any other less expensive health insurance plan that the City might subsequently make available to its employees) will receive a conversion stipend that will be payable in three separate lump sum amounts with the first such stipend being paid within thirty (30) calendar days of the conversion and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amount of each of the three stipends will be computed as follows:

- (1) By first determining the total amount of the City's annual premium contribution for the particular type of coverage (i.e. family or individual) that the Brockton Water/Sewer, Local 1162 employee has under the Blue Cross Blue Shield Master Medical Plan as of the date of the conversion.
- (2) By then determining the total amount of the City's annual premium contribution for the particular type of coverage (i.e. family or individual) that the Brockton Water/Sewer, Local 1162 employee selects in the particular less expensive plan to which the Brockton Water/Sewer, Local 1162 employee elects to convert his/her health insurance coverage as of the date of the conversion.
- (3) Then, by subtracting the amount determined under paragraph (2) above from the amount determined under paragraph 1 above to determine the "conversion differential."
- (4) The first lump sum stipend shall be in the amount of 50% of the conversion differential.
- (5) The second lump sum stipend shall be in the amount of 35% of the conversion differential (i.e. 70% of the first lump sum stipend).
- (6) The third lump sum stipend shall be in the amount of 20% of the conversion differential (i.e. 40% of the first lump sum stipend).

Any Brockton Water/Sewer, Local 1162 employee who has received either one, two or all three of the conversion stipends will, if he/she re-enrolls in the Blue Cross Blue Shield Master Medical Plan at any time thereafter, refund to the City an amount that is equal to one-half of the total amount of the conversion stipends that he/she received pursuant to this section.

D. Effective as of July 1, 2006, any Brockton Water/Sewer, Local 1162 employee who is enrolled in any one of the City-offered health insurance plans and who thereafter waives his/her right to coverage under any of those plans will receive an insurance waiver stipend that will be payable in three equal lump sum payments with the first such stipend being paid within thirty (30) calendar days of the waiver and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amounts of each of the three stipends will be computed as follows:

- (1) By first determining the amount of the City's total annual premium contribution for the particular type of coverage (i.e. family or individual) that the Brockton Water/Sewer, Local 1162 employee has under the particular City-offered health insurance plan in which he/she is enrolled at the time of the waiver.

- (2) By then taking 50% of that amount and dividing it by three (3).
- (3) The resulting figure will be the amount of each of the three annual insurance waiver stipends.

In order to be eligible for this insurance waiver stipend, a Brockton Water/Sewer, Local 1162 employee must first provide the City with written verification that he/she is covered by an alternative health insurance plan, either as the employee/subscriber or as a dependent of an employee/subscriber, which provides a level of coverage that is substantially equivalent to the level of coverage that is provided under the least expensive health insurance plan that is offered by the City at the time of the waiver. Brockton Water/Sewer, Local 1162 employees who access the health insurance waiver stipend will be permitted to subsequently enroll in one of the City-offered health insurance plans during any subsequent open enrollment period. However, any such Brockton Water/Sewer, Local 1162 employee will be permitted to enroll in one of the City-offered health insurance plans at any time between the open enrollment periods upon a showing of changed circumstances (such as, for example, the loss of or unavailability of the alternative health insurance plan by which he/she was covered at the time of the waiver, the onset or deterioration of a significant medical condition since the exercise of the waiver, the death of or divorce from a spouse or the dissolution of a partnership with the employee/subscriber under whose alternative health insurance plan the Brockton Water/Sewer, Local 1162 employee was covered at the time of the waiver) or for some other valid reason.

Any Brockton Water/Sewer, Local 1162 employee who has received either one, two or all three of the insurance waiver stipends will, if he/she (or his/her spouse both at the time of the waiver and at the time of any subsequent re-enrollment) subsequently enrolls in one of the City-offered health insurance plans at any time thereafter, refund to the City an amount that is equal to one-half of the total amount of the insurance waiver stipends that he/she received pursuant to this section.

E. The City is undertaking a study to develop a Preferred Provider Organization health insurance plan ("PPO") which shall be designed to be an alternative to the Blue Cross Blue Shield Master Medical Plan. The City will bargain with the Union to the full extent required by law about the adoption of such a PPO.

ATTACHMENT B

**MEDICARE PART B
75% REIMBURSEMENT**

Without waiving any legal rights on this issue concerning the need to bargain over retiree benefits the City proposes the elimination of the 75% Medicare Part B reimbursement, effective July 1, 2006, as it potentially applies to current employees who may be future Medicare eligible retirees as well as any one who has retired after July 1, 2006 but is not longer a member of the bargaining unit.

APPENDIX A
2%

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2008
GROUP 1005**

	STEP I	STEP II	STEP III	STEP IV	STEP V
	ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS

LABORER, MOTOR EQUIPMENT OPERATOR

Salary	Grade	1	36,338	36,691	37,066	37,419	37,794
Weekly	Rank	1	698.80	705.60	712.80	719.60	726.80
Hourly			17.47	17.64	17.82	17.99	18.17
O.T.			26.2050	26.4600	26.7300	26.9850	27.2550
11.3%			1.9741	1.9933	2.0137	2.0329	2.0532
21.3%			3.7211	3.7573	3.7957	3.8319	3.8702

**DISPATCHER/CLERK, WATER MAINTENANCE MAN, YARDMAN
WATER/SEWER MAINTENANCE MAN, SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN**

Salary	Grade	3	38,626	39,021	39,395	39,790	40,165
Weekly	Rank	1	742.80	750.40	757.60	765.20	772.40
Hourly			18.57	18.76	18.94	19.13	19.31
O.T.			27.8550	28.1400	28.4100	28.6950	28.9650
11.3%			2.0984	2.1199	2.1402	2.1617	2.1820
21.3%			3.9554	3.9959	4.0342	4.0747	4.1130

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

Salary	Grade	5	39,395	39,790	40,186	40,581	40,976
Weekly	Rank	1	757.60	765.20	772.80	780.40	788.00
Hourly			18.94	19.13	19.32	19.51	19.70
O.T.			28.4100	28.6950	28.9800	29.2650	29.5500

**HOISTING EQUIPMENT OPERATOR, WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN, WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN, HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A**

Salary	Grade	6	40,955	41,371	41,766	42,182	42,598
Weekly	Rank	1	787.60	795.60	803.20	811.20	819.20
Hourly			19.69	19.89	20.08	20.28	20.48
O.T.			29.5350	29.8350	30.1200	30.4200	30.7200
11.3%			2.2250	2.2476	2.2690	2.2916	2.3142
21.3%			4.1940	4.2366	4.2770	4.3196	4.3622

**LABORERS 1162
UNIT A-Group Code 1005
UTILITIES DIVISION**

**July 1, 2008
GROUP 1005**

2%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
WATER MACHINERY REPAIRMAN							
Salary	Grade	7	41,600	42,016	42,432	42,848	43,264
Weekly	Rank	1	800.00	808.00	816.00	824.00	832.00
Hourly			20.00	20.20	20.40	20.60	20.80
O.T.			30.0000	30.3000	30.6000	30.9000	31.2000
11.3%			2.2600	2.2826	2.3052	2.3278	2.3504
21.3%			4.2600	4.3026	4.3452	4.3878	4.4304
STOREKEEPER/DISPATCHER							
Salary	Grade	10	43,389	43,826	44,262	44,699	45,115
Weekly	Rank	1	834.40	842.80	851.20	859.60	867.60
Hourly			20.86	21.07	21.28	21.49	21.69
O.T.			31.2900	31.6050	31.9200	21.4858	32.5350
11.3%			2.3572	2.3809	2.4046	2.4284	2.4510
21.3%			4.4432	4.4879	4.5326	4.5774	4.6200
HEAD TREATMENT PLANT OPERATOR							
Salary	Grade	12	43,389	43,826	44,262	44,699	45,115
Weekly	Rank	1	834.40	842.80	851.20	859.60	867.60
Hourly			20.86	21.07	21.28	21.49	21.69
O.T.			31.2900	31.6050	31.9200	32.2350	32.5350
WATER & SEWER CONSTRUCTION FOREMAN, JUNIOR DRAFTSMAN METER REPAIR & INSTALLATION FOREMAN							
Salary	Grade	13	46,218	46,675	47,133	47,611	48,069
Weekly	Rank	1	888.80	897.60	906.40	915.60	924.40
Hourly			22.22	22.44	22.66	22.89	23.11
O.T.			33.3300	33.6600	33.9900	34.3350	34.6650
11.3%			2.5109	2.5357	2.5606	2.5866	2.6114
21.3%			4.7329	4.7797	4.8266	4.8756	4.9224
GENERAL FOREMAN							
Salary	Grade	15	50,960	51,480	51,979	52,499	52,998
Weekly	Rank	1	980.00	990.00	999.60	1,009.60	1,019.20
Hourly			24.50	24.75	24.99	25.24	25.48
O.T.			36.7500	37.1250	37.4850	37.8600	38.2200
11.3%			2.7685	2.7968	2.8239	2.8521	2.8792
21.3%			5.2185	5.2718	5.3229	5.3761	5.4272

APPENDIX A
1%

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**April 1, 2009
GROUP 1005**

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
Salary	Grade	1	36,691	37,066	37,419	37,794	38,168
Weekly	Rank	1	705.60	712.80	719.60	726.80	734.00
Hourly			17.64	17.82	17.99	18.17	18.35
O.T.			26.4600	26.7300	26.9850	27.2550	27.5250
11.3%			1.9933	2.0137	2.0329	2.0532	2.0736
21.3%			3.7573	3.7957	3.8319	3.8702	3.9086

**DISPATCHER/CLERK, WATER MAINTENANCE MAN, YARDMAN
WATER/SEWER MAINTENANCE MAN, SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN**

Salary	Grade	3	39,021	39,416	39,811	40,186	40,581
Weekly	Rank	1	750.40	758.00	765.60	772.80	780.40
Hourly			18.76	18.95	19.14	19.32	19.51
O.T.			28.1400	28.4250	28.7100	28.9800	29.2650
11.3%			2.1199	2.1414	2.1628	2.1832	2.2046
21.3%			3.9959	4.0364	4.0768	4.1152	4.1556

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

Salary	Grade	5	39,790	40,186	40,581	40,976	41,392
Weekly	Rank	1	765.20	772.80	780.40	788.00	796.00
Hourly			19.13	19.32	19.51	19.70	19.90
O.T.			28.6950	28.9800	29.2650	29.5500	29.8500

**HOISTING EQUIPMENT OPERATOR, WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN, WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN, HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A**

Salary	Grade	6	41,371	41,787	42,203	42,619	43,035
Weekly	Rank	1	795.60	803.60	811.60	819.60	827.60
Hourly			19.89	20.09	20.29	20.49	20.69
O.T.			29.8350	30.1350	30.4350	30.7350	31.0350
11.3%			2.2476	2.2702	2.2928	2.3154	2.3380
21.3%			4.2366	4.2792	4.3218	4.3644	4.4070

**LABORERS 1162
UNIT A-Group Code 1005
UTILITIES DIVISION**

**April 1, 2009
GROUP 1005**

1%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
WATER MACHINERY REPAIRMAN							
Salary	Grade	7	42,016	42,432	42,848	43,285	43,701
Weekly	Rank	1	808.00	816.00	824.00	832.40	840.40
Hourly			20.20	20.40	20.60	20.81	21.01
O.T.			30.3000	30.6000	30.9000	31.2150	31.5150
11.3%			2.2826	2.3052	2.3278	2.3515	2.3741
21.3%			4.3026	4.3452	4.3878	4.4325	4.4751
STOREKEEPER/DISPATCHER							
Salary	Grade	10	43,826	44,262	44,699	45,136	45,573
Weekly	Rank	1	842.80	851.20	859.60	868.00	876.40
Hourly			21.07	21.28	21.49	21.70	21.91
O.T.			31.6050	31.9200	32.2350	21.4858	32.8650
11.3%			2.3809	2.4046	2.4284	2.4521	2.4758
21.3%			4.4879	4.5326	4.5774	4.6221	4.6668
HEAD TREATMENT PLANT OPERATOR							
Salary	Grade	12	43,826	44,262	44,699	45,136	45,573
Weekly	Rank	1	842.80	851.20	859.60	868.00	876.40
Hourly			21.07	21.28	21.49	21.70	21.91
O.T.			31.6050	31.9200	32.2350	32.5500	32.8650
WATER & SEWER CONSTRUCTION FOREMAN, JUNIOR DRAFTSMAN METER REPAIR & INSTALLATION FOREMAN							
Salary	Grade	13	46,675	47,133	47,611	48,069	48,547
Weekly	Rank	1	897.60	906.40	915.60	924.40	933.60
Hourly			22.44	22.66	22.89	23.11	23.34
O.T.			33.6600	33.9900	34.3350	34.6650	35.0100
11.3%			2.5357	2.5606	2.5866	2.6114	2.6374
21.3%			4.7797	4.8266	4.8756	4.9224	4.9714
GENERAL FOREMAN							
Salary	Grade	15	51,480	52,000	52,520	53,019	53,539
Weekly	Rank	1	990.00	1,000.00	1,010.00	1,019.60	1,029.60
Hourly			24.75	25.00	25.25	25.49	25.74
O.T.			37.1250	37.5000	37.8750	38.2350	38.6100
11.3%			2.7968	2.8250	2.8533	2.8804	2.9086
21.3%			5.2718	5.3250	5.3783	5.4294	5.4826

APPENDIX A
2%

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2009
GROUP 1005**

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	37,627	38,002	38,376	38,750	39,125
Weekly	Rank	1	723.60	730.80	738.00	745.20	752.40
Hourly			18.09	18.27	18.45	18.63	18.81
O.T.			27.1350	27.4050	27.6750	27.9450	28.2150
11.3%			2.0442	2.0645	2.0849	2.1052	2.1255
21.3%			3.8532	3.8915	3.9299	3.9682	4.0065

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	40,019	40,414	40,810	41,226	41,621
Weekly	Rank	1	769.60	777.20	784.80	792.80	800.40
Hourly			19.24	19.43	19.62	19.82	20.01
O.T.			28.8600	29.1450	29.4300	29.7300	30.0150
11.3%			2.1741	2.1956	2.2171	2.2397	2.2611
21.3%			4.0981	4.1386	4.1791	4.2217	4.2621

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	40,789	41,205	41,600	42,016	42,411
Weekly	Rank	1	784.40	792.40	800.00	808.00	815.60
Hourly			19.61	19.81	20.00	20.20	20.39
O.T.			29.4150	29.7150	30.0000	30.3000	30.5850

**HOISTING EQUIPMENT OPERATOR (1260), WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)**

			01	02	03	04	05
Salary	Grade	6	42,411	42,827	43,264	43,680	44,117
Weekly	Rank	1	815.60	823.60	832.00	840.00	848.40
Hourly			20.39	20.59	20.80	21.00	21.21
O.T.			30.5850	30.8850	31.2000	31.5000	31.8150
11.3%			2.3041	2.3267	2.3504	2.3730	2.3967
21.3%			4.3431	4.3857	4.4304	4.4730	4.5177

**LABORERS 1162
UNIT A-Group Code 1005
UTILITIES DIVISION**

**July 1, 2009
GROUP 1005**

2%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
WATER MACHINERY REPAIRMAN (1231)							
Salary	Grade	7	43,077	43,514	43,930	44,366	44,803
Weekly	Rank	1	828.40	836.80	844.80	853.20	861.60
Hourly			20.71	20.92	21.12	21.33	21.54
O.T.			31.0650	31.3800	31.6800	31.9950	32.3100
11.3%			2.3402	2.3640	2.3866	2.4103	2.4340
21.3%			4.4112	4.4560	4.4986	4.5433	4.5880

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	44,907	45,365	45,802	46,259	46,696
Weekly	Rank	1	863.60	872.40	880.80	889.60	898.00
Hourly			21.59	21.81	22.02	22.24	22.45
O.T.			32.3850	32.7150	33.0300	33.3600	33.6750
11.3%			2.4397	2.4645	2.4883	2.5131	2.5369
21.3%			4.5987	4.6455	4.6903	4.7371	4.7819

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	44,907	45,365	45,802	46,259	46,696
Weekly	Rank	1	863.60	872.40	880.80	889.60	898.00
Hourly			21.59	21.81	22.02	22.24	22.45
O.T.			32.3850	32.7150	33.0300	33.3600	33.6750

**WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399)
METER REPAIR & INSTALLATION FOREMAN (1254)**

			01	02	03	04	05
Salary	Grade	13	47,819	48,298	48,776	49,254	49,733
Weekly	Rank	1	919.60	928.80	938.00	947.20	956.40
Hourly			22.99	23.22	23.45	23.68	23.91
O.T.			34.4850	34.8300	35.1750	35.5200	35.8650
11.3%			2.5979	2.6239	2.6499	2.6758	2.7018
21.3%			4.8969	4.9459	4.9949	5.0438	5.0928

GENERAL FOREMAN (1259)

			01	02	03	04	05
Salary	Grade	15	52,728	53,248	53,789	54,309	54,829
Weekly	Rank	1	1,014.00	1,024.00	1,034.40	1,044.40	1,054.40
Hourly			25.35	25.60	25.86	26.11	26.36
O.T.			38.0250	38.4000	38.7900	39.1650	39.5400
11.3%			2.8646	2.8928	2.9222	2.9504	2.9787

Memorandum of Agreement
between
City of Brockton (the City)
and
Massachusetts Laborers' District Council
on behalf of
Public Employees Local Union 1162
Water and Sewer (the Union)

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.

1. The collective bargaining agreement which expired on June 30, 2010 shall be extended without change for a period of two years. In consideration of that, the City shall pay each currently employed member of the bargaining unit employed in Fiscal Year 2011 the sum of \$450 and each currently employed member of the bargaining unit employed in Fiscal Year 2012 the sum of \$450. These payments shall be made within one month of the funding of this Agreement by the City Council.

The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2013.


2. Effective retroactive to July 1, 2012, the hourly rate of all steps in the salary schedule shall be increased by \$0.65 per hour.
3. Effective January 1, 2013, hazardous duty pay shall be increased by \$ 0.10 per hour.


4. Effective January 1, 2013, additional pay for holding a commercial drivers license (CDL) shall be increased by \$ 0.15 per hour.
5. Effective in Fiscal Year 2013, each level in the longevity scale shall be increased by \$300.
6. Article 18-02 shall be amended to state as follows: "Longevity pay will be paid in the first paycheck issued after December 1st of each year." Additionally, the grievance filed by the Union on this issue shall be withdrawn.
7. Upon funding of this Agreement, there shall be a two-tier base pay schedule for those members holding a Hoisting Equipment Operators License. Those Hoisting Equipment Operators holding a Hoist 2B License, which was historically required as part of the Job Description for Hoisting Equipment Operators, shall maintain the same Base Salary of Gr6/1 (Working Foreman/Hoisting Equipment Operator). Those Hoisting Equipment Operators holding a Hoist 2A License, which is currently required and shall be required in future job postings as part of the Job Description for Hoisting Equipment Operators, shall receive a Base Salary increase to Gr13/1 (Construction Foreman). In regards to out-of-grade pay, those members with the appropriate Hoisting Licenses will be given out-of-grade pay in accordance with the Hoisting License held. No member holding a Hoist 2B License shall be assigned to operate hoisting equipment which requires a Hoist 2A License.
8. Upon funding of this Agreement the parties shall prepare an integrated collective bargaining agreement for the period July 1, 2010 through June 30, 2013.


Dated this ___ day of February, 2013.

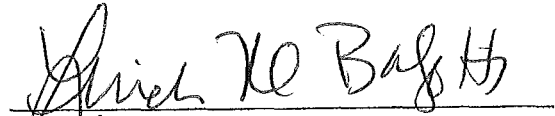
MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,


CITY OF BROCKTON,
By Its Mayor,










Linda  Balzotti

APPROVED AS TO FORM:



Law Department

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

July 1, 2012
GROUP 1005

+ 65 CENTS/HOUR

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	38,979	39,354	39,728	40,102	40,477
Weekly	Rank	1	749.60	756.80	764.00	771.20	778.40
Hourly			18.74	18.92	19.10	19.28	19.46
O.T.			28.1100	28.3800	28.6500	28.9200	29.1900
11.3%			2.1176	2.1380	2.1583	2.1786	2.1990
21.3%			3.9916	4.0300	4.0683	4.1066	4.1450

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	41,371	41,766	42,162	42,578	42,973
Weekly	Rank	1	795.60	803.20	810.80	818.80	826.40
Hourly			19.89	20.08	20.27	20.47	20.66
O.T.			29.8350	30.1200	30.4050	30.7050	30.9900
11.3%			2.2476	2.2690	2.2905	2.3131	2.3346
21.3%			4.2366	4.2770	4.3175	4.3601	4.4006

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	42,141	42,557	42,952	43,368	43,763
Weekly	Rank	1	810.40	818.40	826.00	834.00	841.60
Hourly			20.26	20.46	20.65	20.85	21.04
O.T.			30.3900	30.6900	30.9750	31.2750	31.5600

**HOISTING EQUIPMENT OPERATOR (1260), WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)**

			01	02	03	04	05
Salary	Grade	6	43,763	44,179	44,616	45,032	45,469
Weekly	Rank	1	841.60	849.60	858.00	866.00	874.40
Hourly			21.04	21.24	21.45	21.65	21.86
O.T.			31.5600	31.8600	32.1750	32.4750	32.7900
11.3%			2.3775	2.4001	2.4239	2.4465	2.4702
21.3%			4.4815	4.5241	4.5689	4.6115	4.6562

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

July 1, 2012
GROUP 1005

+ 65 CENTS/HOUR

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
WATER MACHINERY REPAIRMAN (1231)							
Salary	Grade	7	44,429	44,866	45,282	45,718	46,155
Weekly	Rank	1	854.40	862.80	870.80	879.20	887.60
Hourly			21.36	21.57	21.77	21.98	22.19
O.T.			32.0400	32.3550	32.6550	32.9700	33.2850
11.3%			2.4137	2.4374	2.4600	2.4837	2.5075
21.3%			4.5497	4.5944	4.6370	4.6817	4.7265

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	46,259	46,717	47,154	47,611	48,048
Weekly	Rank	1	889.60	898.40	906.80	915.60	924.00
Hourly			22.24	22.46	22.67	22.89	23.10
O.T.			33.3600	33.6900	34.0050	34.3350	34.6500
11.3%			2.5131	2.5380	2.5617	2.5866	2.6103
21.3%			4.7371	4.7840	4.8287	4.8756	4.9203

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	46,259	46,717	47,154	47,611	48,048
Weekly	Rank	1	889.60	898.40	906.80	915.60	924.00
Hourly			22.24	22.46	22.67	22.89	23.10
O.T.			33.3600	33.6900	34.0050	34.3350	34.6500

**WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399)
METER REPAIR & INSTALLATION FOREMAN (1254)**

			01	02	03	04	05
Salary	Grade	13	49,171	49,650	50,128	50,606	51,085
Weekly	Rank	1	945.60	954.80	964.00	973.20	982.40
Hourly			23.64	23.87	24.10	24.33	24.56
O.T.			35.4600	35.8050	36.1500	36.4950	36.8400
11.3%			2.6713	2.6973	2.7233	2.7493	2.7753
21.3%			5.0353	5.0843	5.1333	5.1823	5.2313

GENERAL FOREMAN (1259)

			01	02	03	04	05
Salary	Grade	15	54,080	54,600	55,141	55,661	56,181
Weekly	Rank	1	1,040.00	1,050.00	1,060.40	1,070.40	1,080.40
Hourly			26.00	26.25	26.51	26.76	27.01
O.T.			39.0000	39.3750	39.7650	40.1400	40.5150
11.3%			2.9380	2.9663	2.9956	3.0239	3.0521
21.3%			5.5380	5.5913	5.6466	5.6999	5.7531

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

UPON FUNDING
GROUP 1005

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	38,979	39,354	39,728	40,102	40,477
Weekly	Rank	1	749.60	756.80	764.00	771.20	778.40
Hourly			18.74	18.92	19.10	19.28	19.46
O.T.			28.1100	28.3800	28.6500	28.9200	29.1900
11.3%			2.1176	2.1380	2.1583	2.1786	2.1990
21.3%			3.9916	4.0300	4.0683	4.1066	4.1450

DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN

			01	02	03	04	05
Salary	Grade	3	41,371	41,766	42,162	42,578	42,973
Weekly	Rank	1	795.60	803.20	810.80	818.80	826.40
Hourly			19.89	20.08	20.27	20.47	20.66
O.T.			29.8350	30.1200	30.4050	30.7050	30.9900
11.3%			2.2476	2.2690	2.2905	2.3131	2.3346
21.3%			4.2366	4.2770	4.3175	4.3601	4.4006

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	42,141	42,557	42,952	43,368	43,763
Weekly	Rank	1	810.40	818.40	826.00	834.00	841.60
Hourly			20.26	20.46	20.65	20.85	21.04
O.T.			30.3900	30.6900	30.9750	31.2750	31.5600

HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260), WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)

			01	02	03	04	05
Salary	Grade	6	43,763	44,179	44,616	45,032	45,469
Weekly	Rank	1	841.60	849.60	858.00	866.00	874.40
Hourly			21.04	21.24	21.45	21.65	21.86
O.T.			31.5600	31.8600	32.1750	32.4750	32.7900
11.3%			2.3775	2.4001	2.4239	2.4465	2.4702
21.3%			4.4815	4.5241	4.5689	4.6115	4.6562

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**UPON FUNDING
GROUP 1005**

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
WATER MACHINERY REPAIRMAN (1231)							
Salary	Grade	7	44,429	44,866	45,282	45,718	46,155
Weekly	Rank	1	854.40	862.80	870.80	879.20	887.60
Hourly			21.36	21.57	21.77	21.98	22.19
O.T.			32.0400	32.3550	32.6550	32.9700	33.2850
11.3%			2.4137	2.4374	2.4600	2.4837	2.5075
21.3%			4.5497	4.5944	4.6370	4.6817	4.7265
STOREKEEPER/DISPATCHER (1258)							
			01	02	03	04	05
Salary	Grade	10	46,259	46,717	47,154	47,611	48,048
Weekly	Rank	1	889.60	898.40	906.80	915.60	924.00
Hourly			22.24	22.46	22.67	22.89	23.10
O.T.			33.3600	33.6900	34.0050	34.3350	34.6500
11.3%			2.5131	2.5380	2.5617	2.5866	2.6103
21.3%			4.7371	4.7840	4.8287	4.8756	4.9203
HEAD TREATMENT PLANT OPERATOR							
			01	02	03	04	05
Salary	Grade	12	46,259	46,717	47,154	47,611	48,048
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Hourly			22.24	22.46	22.67	22.89	23.10
O.T.			33.3600	33.6900	34.0050	34.3350	34.6500
WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399) METER REPAIR & INSTALLATION FOREMAN (1254), HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.							
			01	02	03	04	05
Salary	Grade	13	49,171	49,650	50,128	50,606	51,085
Weekly	Rank	1	945.60	954.80	964.00	973.20	982.40
Hourly			23.64	23.87	24.10	24.33	24.56
O.T.			35.4600	35.8050	36.1500	36.4950	36.8400
11.3%			2.6713	2.6973	2.7233	2.7493	2.7753
21.3%			5.0353	5.0843	5.1333	5.1823	5.2313
GENERAL FOREMAN (1259)							
			01	02	03	04	05
Salary	Grade	15	54,080	54,600	55,141	55,661	56,181
Weekly	Rank	1	1,040.00	1,050.00	1,060.40	1,070.40	1,080.40
Hourly			26.00	26.25	26.51	26.76	27.01
O.T.			39.0000	39.3750	39.7650	40.1400	40.5150
11.3%			2.9380	2.9663	2.9956	3.0239	3.0521
21.3%			5.5380	5.5913	5.6466	5.6999	5.7531

**Memorandum of Agreement
between
City of Brockton (the City)
and
Massachusetts Laborers' District Council
on behalf of
Public Employees Local Union 1162
Water and Sewer (the Union)**

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The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2013.

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3. Effective January 1, 2013, hazardous duty pay shall be increased by \$ 0.10 per hour.

4. Effective January 1, 2013, additional pay for holding a commercial drivers license (CDL) shall be increased by \$ 0.15 per hour.
5. Effective in Fiscal Year 2013, each level in the longevity scale shall be increased by \$300.
6. Article 18-02 shall be amended to state as follows: "Longevity pay will be paid in the first paycheck issued after December 1st of each year." Additionally, the grievance filed by the Union on this issue shall be withdrawn.
7. Upon funding of this Agreement, there shall be a two-tier base pay schedule for those members holding a Hoisting Equipment Operators License. Those Hoisting Equipment Operators holding a Hoist 2B License, which was historically required as part of the Job Description for Hoisting Equipment Operators, shall maintain the same Base Salary of Gr6/1 (Working Foreman/Hoisting Equipment Operator). Those Hoisting Equipment Operators holding a Hoist 2A License, which is currently required and shall be required in future job postings as part of the Job Description for Hoisting Equipment Operators, shall receive a Base Salary increase to Gr13/1 (Construction Foreman). In regards to out-of-grade pay, those members with the appropriate Hoisting Licenses will be given out-of-grade pay in accordance with the Hoisting License held. No member holding a Hoist 2B License shall be assigned to operate hoisting equipment which requires a Hoist 2A License.
8. Upon funding of this Agreement the parties shall prepare an integrated collective bargaining agreement for the period July 1, 2010 through June 30, 2013.

Dated this ___ day of February, 2013.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,

[Handwritten signature] MCD C

[Handwritten signature]

[Handwritten signature]

CITY OF BROCKTON,
By Its Mayor,

[Handwritten signature]

Linda ~~M~~ Balzotti

APPROVED AS TO FORM:

[Handwritten signature]

Law Department

LABORERS 1162
 UNIT A- SEWER & WATER
 UTILITIES DIVISION

July 1, 2012
 GROUP 1005

+ 65 CENTS/HOUR

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	38,979	39,354	39,728	40,102	40,477
Weekly	Rank	1	749.60	756.80	764.00	771.20	778.40
Hourly			18.74	18.92	19.10	19.28	19.46
O.T.			28.1100	28.3800	28.6500	28.9200	29.1900
11.3%			2.1176	2.1380	2.1583	2.1786	2.1990
21.3%			3.9916	4.0300	4.0683	4.1066	4.1450

DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
 WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
 EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
 WATER MACHINERY REPAIRMAN

			01	02	03	04	05
Salary	Grade	3	41,371	41,766	42,162	42,578	42,973
Weekly	Rank	1	795.60	803.20	810.80	818.80	826.40
Hourly			19.89	20.08	20.27	20.47	20.66
O.T.			29.8350	30.1200	30.4050	30.7050	30.9900
11.3%			2.2476	2.2690	2.2905	2.3131	2.3346
21.3%			4.2366	4.2770	4.3175	4.3601	4.4006

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	42,141	42,557	42,952	43,368	43,763
Weekly	Rank	1	810.40	818.40	826.00	834.00	841.60
Hourly			20.26	20.46	20.65	20.85	21.04
O.T.			30.3900	30.6900	30.9750	31.2750	31.5600

HOISTING EQUIPMENT OPERATOR (1260), WORKING FOREMAN WATER
 MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
 MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
 PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
 MOTOR EQUIPMENT REPAIRMAN A (1261)

			01	02	03	04	05
Salary	Grade	6	43,763	44,179	44,616	45,032	45,469
Weekly	Rank	1	841.60	849.60	858.00	866.00	874.40
Hourly			21.04	21.24	21.45	21.65	21.86
O.T.			31.5600	31.8600	32.1750	32.4750	32.7900
11.3%			2.3775	2.4001	2.4239	2.4465	2.4702
21.3%			4.4815	4.5241	4.5689	4.6115	4.6562

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

July 1, 2012
GROUP 1005

+ 65 CENTS/HOUR

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
WATER MACHINERY REPAIRMAN (1231)							
Salary	Grade	7	44,429	44,866	45,282	45,718	46,155
Weekly	Rank	1	854.40	862.80	870.80	879.20	887.60
Hourly			21.36	21.57	21.77	21.98	22.19
O.T.			32.0400	32.3550	32.6550	32.9700	33.2850
11.3%			2.4137	2.4374	2.4600	2.4837	2.5075
21.3%			4.5497	4.5944	4.6370	4.6817	4.7265

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	46,259	46,717	47,154	47,611	48,048
Weekly	Rank	1	889.60	898.40	906.80	915.60	924.00
Hourly			22.24	22.46	22.67	22.89	23.10
O.T.			33.3600	33.6900	34.0050	34.3350	34.6500
11.3%			2.5131	2.5380	2.5617	2.5866	2.6103
21.3%			4.7371	4.7840	4.8287	4.8756	4.9203

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	46,259	46,717	47,154	47,611	48,048
Weekly	Rank	1	889.60	898.40	906.80	915.60	924.00
Hourly			22.24	22.46	22.67	22.89	23.10
O.T.			33.3600	33.6900	34.0050	34.3350	34.6500

**WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399)
METER REPAIR & INSTALLATION FOREMAN (1254)**

			01	02	03	04	05
Salary	Grade	13	49,171	49,650	50,128	50,606	51,085
Weekly	Rank	1	945.60	954.80	964.00	973.20	982.40
Hourly			23.64	23.87	24.10	24.33	24.56
O.T.			35.4600	35.8050	36.1500	36.4950	36.8400
11.3%			2.6713	2.6973	2.7233	2.7493	2.7753
21.3%			5.0353	5.0843	5.1333	5.1823	5.2313

GENERAL FOREMAN (1259)

			01	02	03	04	05
Salary	Grade	15	54,080	54,600	55,141	55,661	56,181
Weekly	Rank	1	1,040.00	1,050.00	1,060.40	1,070.40	1,080.40
Hourly			26.00	26.25	26.51	26.76	27.01
O.T.			39.0000	39.3750	39.7650	40.1400	40.5150
11.3%			2.9380	2.9663	2.9956	3.0239	3.0521
21.3%			5.5380	5.5913	5.6466	5.6999	5.7531

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

UPON FUNDING
GROUP 1005

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
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			01	02	03	04	05
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O.T.			30.3900	30.6900	30.9750	31.2750	31.5600

HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260), WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)

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21.3%			4.4815	4.5241	4.5689	4.6115	4.6562

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

UPON FUNDING
GROUP 1005

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
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			01	02	03	04	05
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21.3%			4.7371	4.7840	4.8287	4.8756	4.9203

			01	02	03	04	05
HEAD TREATMENT PLANT OPERATOR							
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O.T.			33.3600	33.6900	34.0050	34.3350	34.6500

			01	02	03	04	05
WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399) METER REPAIR & INSTALLATION FOREMAN (1254), HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.							
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O.T.			39.0000	39.3750	39.7650	40.1400	40.5150
11.3%			2.9380	2.9663	2.9956	3.0239	3.0521
21.3%			5.5380	5.5913	5.6466	5.6999	5.7531

**Memorandum of Agreement
between
City of Brockton (the City)
and
Massachusetts Laborers' District Council
on behalf of
Public Employees Local Union 1162
Water and Sewer (the Union)
(July 1, 2013 – June 30, 2016)**

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 which expired on June 30, 2013 shall be extended without change for a period of three years. Upon bargaining unit ratification, joint execution of the Memorandum of Agreement and requisite City Council adopting action, the Union and the City agree to execute a fully integrated collective bargaining agreement for the FY2014-FY2016 [July 1, 2013 – June 30, 2016] (and FY2017 – FY2019 [July 1, 2016 – June 30, 2019]) period. The mutual intent of the City and the Union is for simultaneous ratification, execution and requisite City Council adoption process for both this Memorandum of Agreement and its successor Memorandum of Agreement, covering a combined period of six (6) years, with the status of each Agreement dependent upon that of the other, e.g. rejection of one Agreement with affirmative action as to the other Agreement shall result in the failure of both

Agreements. The following provisions represent the material changes to the parties' agreement for an agreement through June 30, 2016.

1. Base Wages FY14:

Effective retroactive to July 1, 2013, base wages shall be increased for all unit members by two (2.0%) percent.

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.

2. Base Wages FY15:

Effective retroactive to July 1, 2014, base wages shall be increased for all unit members by two (2%) percent.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the two (2%) percent base wage increase.

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

3. Base Wages FY16:

Effective retroactive to July 1, 2015, base wages shall be increased for all unit members by one and one quarter (1.25%) percent.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the one and one quarter (1.25%) percent base wage increase.

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

4. Cash Payment FY14:

Effective retroactive to July 1, 2013, all unit members shall receive a cash payment in the amount of one (1%) percent of base wages.

5. Cash Payment FY15:

Effective retroactive to July 1, 2014, all unit members shall receive a cash payment in the amount of one (1%) percent of base wages.

6. Base Wages FY16:

In exchange for additional language in the collective bargaining agreement regarding GPS language, effective retroactive to July 1, 2015, base wages shall be increased for all unit members by one half (0.5%) percent.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the one half (0.5%) percent base wage increase.

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

7. Loss of License:

Create a new article as follows:

ARTICLE XXXIX
LOSS OF LICENSE

The parties agree that possession of a valid Massachusetts driver's license and/or Massachusetts commercial driver's license, in accordance with the requirements of the employee's job title, is a condition of employment for any unit member who may be assigned to operate City vehicles or equipment. Employees shall notify their department head, in writing, of any loss or suspension of their right to operate a motor vehicle in Massachusetts or elsewhere.

If the employee notifies his or her department head in accordance with the first paragraph herein, loss of license shall result in disciplinary action as follows:

- a. employee shall immediately cease to receive the economic benefit of the stipend applicable to maintaining a valid Massachusetts Driver's License or a valid Massachusetts Commercial Driver's License;
- b. employee whose license is not reinstated within six (6) months, shall be temporarily demoted to the highest paid position on the day shift which does not require a commercial driver's license within the unit until such license is reinstated, subject to paragraph d below;
- c. employee whose license is not reinstated within eighteen (18) months, shall be permanently demoted to the highest paid position on the day shift which does not require a commercial driver's license within the unit until such license is reinstated, subject to paragraph d below; and
- d. if another employee has been demoted in accordance with this section, this provision shall be applicable at the sole discretion of the DPW Commissioner, who shall determine whether to (1) allow demotion in accordance with the

terms of this section; (2) relieve the employee of duty without pay on a temporary basis per the timing requirements of paragraph b and c; or (3) discharge the employee from his or her position.

- e. if the employee's commercial driver's license has not been reinstated after eighteen (18) months, he or she shall be automatically discharged from his or her position, such loss of license shall be deemed "just cause" in accordance with Civil Service Law; and
- f. employee shall be reinstated to his/her position once his/her commercial driver's license has been reinstated if within the eighteen (18) month period set forth in paragraph (e).

If the employee fails to notify his or her department head in accordance with the first paragraph herein, loss of license shall result in disciplinary action as follows:

- a. If the loss of license is for a period of 90 days or less, disciplinary action shall be taken in accordance with the current collective bargaining agreement and Civil Service regulations; and
- b. If the loss of license is for a period of 91 days or more, the employee shall be terminated, said termination to be deemed "for cause" for all purposes.

8. Light Duty:

Article XXXVI shall be replaced by the following language:

The City and the Union agree that any injured employee, whose return to work is medically restricted, may be assigned to restricted duty either on a full or part-time basis, at the sole discretion of the Department Head after consultation with and approval from either the City's worker's compensation agent for work related injury/illness or the Director of Personnel for non-work related injury/illness. This provision does not increase or provide any entitlement to the employee and any return to work which is medically restricted may be limited in time or duration and may be terminated at anytime at the sole discretion of the Department Head.

Workers' Compensation Agent or Director of Personnel, as appropriate, shall send employee letter enclosing job description, work capacity form, and release. Employee's treating physician shall complete the work capacity form. When necessary, at the Workers' Compensation Agent's or Director of Personnel's sole discretion, the Workers' Compensation Agent or Director of Personnel, as appropriate, shall be entitled to contact Employee's treating physician to obtain further information and/or documentation.

Employees on light duty shall NOT be eligible for overtime assignments.

9. **Safe Driving**

Create a new article as follows:

ARTICLE XXXVI
SAFE DRIVING

The following policy applies to all employees using City-owned vehicles or using a personal motor vehicle on City-business; failure to adhere to said policy shall result in discipline. Members shall adhere to traffic laws, speed limits, and use of seat belts. While operating a motor vehicle, members shall limit distractions through the use of cell phones and other hand-held electronic devices. For purposes of this policy, "hand-held electronic devices" include but are not limited to, wireless phones, computers, on line email, pagers, palm pilots, pda's, and any other communication device. The use of cell phones and other hand-held electronic devices, including hands-free devices, is generally prohibited while operating a motor vehicle, and should only be utilized to place an emergency call for situations such as a fire, traffic accident, road hazard or medical emergency. In such cases, the communication should be as short as reasonably necessary to communicate the nature of the emergency, location. Additionally, where feasible, a member placing an emergency call should first attempt to pull off the road to a safe location before making emergency calls. In the event of an accident, all employees are required to complete an accident report, which report is to be submitted to and discussed with his/her supervisor. In the event of the occurrence of 2 accidents within a 12 month period, which accidents were caused due to the fault of the employee as determined by the Department Head, Members shall be subject to random drug and alcohol testing.

The following policy applies to all employees using City-owned vehicles; failure to adhere to said policy shall result in discipline. Members shall refrain from smoking inside City-owned vehicles.

10. **Auto Insurance:**

Create a new article as follows:

ARTICLE XXXVII
AUTO INSURANCE

The following policy applies to all employees using a personal motor vehicle on City-business those employees who use personal vehicles for city business must provide to the city each year a copy of their valid auto policy declaration page. Said insurance shall provide a business rider, the cost of which shall be reimbursed to the employee.

11. CDL REQUIRED PHYSICAL

Create a new article as follows:

**ARTICLE XXXVIII
CDL EXAMS**

Where the job description requires a medical examination to be completed to maintained an employee's commercial driver's license, the City shall reimburse the employee for out-of-pocket expenses incurred in connection therewith.

12. GPS:

All vehicles shall be equipped with Global Positioning System devices.

13. Dental:

The City is offering a richer dental plan with the same insurer, BCBS. Plan implementation would not occur until there is union-wide acceptance.

14. Clothing Allowance

Article XXV shall be amended by

deleting the following language:

“The first payment to be due and payable on or about December 31st and the second to be due and payable on or about June 30th each year.”

Replacing said language with the following:

“The first payment shall be due and payable in the second (2nd) pay period in December and the second payment shall be due and payable in the second (2nd) pay period in June each year.”

Article XXV shall be amended by adding the following language:

27-02 This allowance shall be applied for items of clothing not furnished by the Employer. The Employer agrees to furnish rain gear, boots and gloves and will replace rain gear, boots and gloves at no expense to the employee, upon return of same in a worn condition.

27-03 Payment of the annual clothing 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 that month. For the purpose of pro-rating, a vacation day within the month shall be considered a day worked.

27-04 Each employee shall wear safety boots as prescribed by his/her Department Head.

15. Personal Days

Article XXX shall be amended to provide one (1) additional personal day for a total of four (4) personal days.

16. Compensatory Time

Article XI, **Hours**, section 11-3, "Comp Time", shall be amended as follows

Add the following language:

Any allowably accrued compensatory time credited to, and unused by, an employee shall be paid to said employee upon retirement, resignation or layoff.

17. Job Descriptions – CDL

All job descriptions requiring a "valid Massachusetts Commercial Driver's License" shall be updated to require a "valid Massachusetts Commercial Driver's License, Class B with airbrakes"

18. Retirement Sick Buyout

Article VI, **Sick Leave**, section 6-11, shall be amended to increase retirement sick buy out from \$11,000 to \$13,800.

19. Sick And Doctor's Note Language

Article XIII, **Holidays**, section 13.4 shall be replaced with the following language:

13.4: Except for an absence to the instances as above enumerated, holiday payment is subject to the employee working his/her regularly scheduled day prior to the holiday and his/her regularly schedule work day subsequent to the holiday; provided however, if the employee provides a doctor's note for the day prior to or after the holiday for which he/she was absent, then such employee shall be paid in accordance with section 13-04. Said doctor's note must indicate that the employee was absent due to sickness and identify the number of days he/she was absent. .

20. Personal And Vacation Days - Worker's Comp

Article XII, Vacation shall be amended by adding the following language:

12-14: In the event an employee is eligible to receive vacation compensation and receives in addition thereto Workers' Compensation payments during this period, the sum paid by the Employer for vacation leave shall be the difference between the amount of the employee's average weekly wage paid by the Employer and the amount received by the employee from Workers Compensation.

Article XXXIII, Personal Day shall be amended by adding the following language:

33-02: In the event an employee is eligible to receive personal day(s) compensation and receives in addition thereto Workers' Compensation payments during this period, the sum paid by the Employer for personal day(s) leave shall be the difference between the amount of the employee's average weekly wage paid by the Employer and the amount received by the employee from Workers Compensation.

21. Vacation – Single Days and Notice

Article XII, Vacation shall be amended by adding the following language:

12-14. Employees shall be able to take vacation in single day increments with a minimum of two (2) days notice to the Department Head.

12-15. Employees shall provide the Department Head with a minimum of seven (7) days notice prior to utilizing his or her vacation days.

22. Job Reclassifications Job Descriptions:

The pay scales for the following positions shall be reclassified:

Water Machinery Repairman

Effective July 1, 2015, upgrade to Construction Foreman. Overtime for said position shall be reduced to 6 hours on Saturdays and Sundays.

Motor Equipment Repairman A

Effective July 1, 2015, upgrade to Construction Foreman.

Effective upon funding, Motor Equipment Repairman A, Water & Motor Equipment Repairman A, Sewer shall be shall be categorized as Utilities Motor Equipment Repairman A.

Dated this ___ day of October, 2015.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,

CITY OF BROCKTON,
By Its Mayor,

William G. Carpenter, III

11/5/15

APPROVED AS TO FORM:

Law Department

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2013
GROUP 1005**

2%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	39,749	40,144	40,518	40,914	41,288
Weekly	Rank	1	764.40	772.00	779.20	786.80	794.00
Hourly			19.11	19.30	19.48	19.67	19.85
O.T.			28.6650	28.9500	29.2200	29.5050	29.7750
11.3%			2.1594	2.1809	2.2012	2.2227	2.2431
21.3%			4.0704	4.1109	4.1492	4.1897	4.2281

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	42,203	42,598	43,014	43,430	43,826
Weekly	Rank	1	811.60	819.20	827.20	835.20	842.80
Hourly			20.29	20.48	20.68	20.88	21.07
O.T.			30.4350	30.7200	31.0200	31.3200	31.6050
11.3%			2.2928	2.3142	2.3368	2.3594	2.3809
21.3%			4.3218	4.3622	4.4048	4.4474	4.4879

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	42,994	43,410	43,805	44,242	44,637
Weekly	Rank	1	826.80	834.80	842.40	850.80	858.40
Hourly			20.67	20.87	21.06	21.27	21.46
O.T.			31.0050	31.3050	31.5900	31.9050	32.1900

**HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260), WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)**

			01	02	03	04	05
Salary	Grade	6	44,637	45,053	45,510	45,926	46,384
Weekly	Rank	1	858.40	866.40	875.20	883.20	892.00
Hourly			21.46	21.66	21.88	22.08	22.30
O.T.			32.1900	32.4900	32.8200	33.1200	33.4500
11.3%			2.4250	2.4476	2.4724	2.4950	2.5199
21.3%			4.5710	4.6136	4.6604	4.7030	4.7499

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2013
GROUP 1005**

2%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
WATER MACHINERY REPAIRMAN (1231)							
Salary	Grade	7	45,323	45,760	46,197	46,634	47,070
Weekly	Rank	1	871.60	880.00	888.40	896.80	905.20
Hourly			21.79	22.00	22.21	22.42	22.63
O.T.			32.6850	33.0000	33.3150	33.6300	33.9450
11.3%			2.4623	2.4860	2.5097	2.5335	2.5572
21.3%			4.6413	4.6860	4.7307	4.7755	4.8202

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	47,174	47,653	48,090	48,568	49,005
Weekly	Rank	1	907.20	916.40	924.80	934.00	942.40
Hourly			22.68	22.91	23.12	23.35	23.56
O.T.			34.0200	34.3650	34.6800	35.0250	35.3400
11.3%			2.5628	2.5888	2.6126	2.6386	2.6623
21.3%			4.8308	4.8798	4.9246	4.9736	5.0183

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	47,174	47,653	48,090	48,568	49,005
Weekly	Rank	1	907.20	916.40	924.80	934.00	942.40
Hourly			22.68	22.91	23.12	23.35	23.56
O.T.			34.0200	34.3650	34.6800	35.0250	35.3400

**WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399)
METER REPAIR & INSTALLATION FOREMAN (1254), HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.**

			01	02	03	04	05
Salary	Grade	13	50,149	50,648	51,126	51,626	52,104
Weekly	Rank	1	964.40	974.00	983.20	992.80	1,002.00
Hourly			24.11	24.35	24.58	24.82	25.05
O.T.			36.1650	36.5250	36.8700	37.2300	37.5750
11.3%			2.7244	2.7516	2.7775	2.8047	2.8307
21.3%			5.1354	5.1866	5.2355	5.2867	5.3357

GENERAL FOREMAN (1259)

			01	02	03	04	05
Salary	Grade	15	55,162	55,702	56,243	56,784	57,304
Weekly	Rank	1	1,060.80	1,071.20	1,081.60	1,092.00	1,102.00
Hourly			26.52	26.78	27.04	27.30	27.55
O.T.			39.7800	40.1700	40.5600	40.9500	41.3250
11.3%			2.9968	3.0261	3.0555	3.0849	3.1132
21.3%			5.6488	5.7041	5.7595	5.8149	5.8682

LABORERS 1162
 UNIT A- SEWER & WATER
 UTILITIES DIVISION

July 1, 2014
 GROUP 1005

2%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	40,539	40,955	41,330	41,725	42,120
Weekly	Rank	1	779.60	787.60	794.80	802.40	810.00
Hourly			19.49	19.69	19.87	20.06	20.25
O.T.			29.2350	29.5350	29.8050	30.0900	30.3750
11.3%			2.2024	2.2250	2.2453	2.2668	2.2883
21.3%			4.1514	4.1940	4.2323	4.2728	4.3133

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
 WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
 EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
 WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	43,056	43,451	43,867	44,304	44,699
Weekly	Rank	1	828.00	835.60	843.60	852.00	859.60
Hourly			20.70	20.89	21.09	21.30	21.49
O.T.			31.0500	31.3350	31.6350	31.9500	32.2350
11.3%			2.3391	2.3606	2.3832	2.4069	2.4284
21.3%			4.4091	4.4496	4.4922	4.5369	4.5774

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	43,846	44,283	44,678	45,136	45,531
Weekly	Rank	1	843.20	851.60	859.20	868.00	875.60
Hourly			21.08	21.29	21.48	21.70	21.89
O.T.			31.6200	31.9350	32.2200	32.5500	32.8350

**HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260), WORKING FOREMAN WATER
 MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
 MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
 PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
 MOTOR EQUIPMENT REPAIRMAN A (1261)**

			01	02	03	04	05
Salary	Grade	6	45,531	45,947	46,426	46,842	47,320
Weekly	Rank	1	875.60	883.60	892.80	900.80	910.00
Hourly			21.89	22.09	22.32	22.52	22.75
O.T.			32.8350	33.1350	33.4800	33.7800	34.1250
11.3%			2.4736	2.4962	2.5222	2.5448	2.5708
21.3%			4.6626	4.7052	4.7542	4.7968	4.8458

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2014
GROUP 1005**

2%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
WATER MACHINERY REPAIRMAN (1231)							
Salary	Grade	7	46,238	46,675	47,112	47,570	48,006
Weekly	Rank	1	889.20	897.60	906.00	914.80	923.20
Hourly			22.23	22.44	22.65	22.87	23.08
O.T.			33.3450	33.6600	33.9750	34.3050	34.6200
11.3%			2.5120	2.5357	2.5595	2.5843	2.6080
21.3%			4.7350	4.7797	4.8245	4.8713	4.9160

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	48,110	48,610	49,046	49,546	49,982
Weekly	Rank	1	925.20	934.80	943.20	952.80	961.20
Hourly			23.13	23.37	23.58	23.82	24.03
O.T.			34.6950	35.0550	35.3700	35.7300	36.0450
11.3%			2.6137	2.6408	2.6645	2.6917	2.7154
21.3%			4.9267	4.9778	5.0225	5.0737	5.1184

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	48,110	48,610	49,046	49,546	49,982
Weekly	Rank	1	925.20	934.80	943.20	952.80	961.20
Hourly			23.13	23.37	23.58	23.82	24.03
O.T.			34.6950	35.0550	35.3700	35.7300	36.0450

**WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399)
METER REPAIR & INSTALLATION FOREMAN (1254), HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.**

			01	02	03	04	05
Salary	Grade	13	51,147	51,667	52,146	52,666	53,144
Weekly	Rank	1	983.60	993.60	1,002.80	1,012.80	1,022.00
Hourly			24.59	24.84	25.07	25.32	25.55
O.T.			36.8850	37.2600	37.6050	37.9800	38.3250
11.3%			2.7787	2.8069	2.8329	2.8612	2.8872
21.3%			5.2377	5.2909	5.3399	5.3932	5.4422

GENERAL FOREMAN (1259)

			01	02	03	04	05
Salary	Grade	15	56,264	56,826	57,366	57,928	58,448
Weekly	Rank	1	1,082.00	1,092.80	1,103.20	1,114.00	1,124.00
Hourly			27.05	27.32	27.58	27.85	28.10
O.T.			40.5750	40.9800	41.3700	41.7750	42.1500
11.3%			3.0567	3.0872	3.1165	3.1471	3.1753
21.3%			5.7617	5.8192	5.8745	5.9321	5.9853

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2015
GROUP 1005**

1.25% + 0.5%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	41,246	41,683	42,058	42,453	42,848
Weekly	Rank	1	793.20	801.60	808.80	816.40	824.00
Hourly			19.83	20.04	20.22	20.41	20.60
O.T.			29.7450	30.0600	30.3300	30.6150	30.9000
11.3%			2.2408	2.2645	2.2849	2.3063	2.3278
21.3%			4.2238	4.2685	4.3069	4.3473	4.3878

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	43,805	44,221	44,637	45,094	45,490
Weekly	Rank	1	842.40	850.40	858.40	867.20	874.80
Hourly			21.06	21.26	21.46	21.68	21.87
O.T.			31.5900	31.8900	32.1900	32.5200	32.8050
11.3%			2.3798	2.4024	2.4250	2.4498	2.4713
21.3%			4.4858	4.5284	4.5710	4.6178	4.6583

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	44,616	45,074	45,469	45,926	46,322
Weekly	Rank	1	858.00	866.80	874.40	883.20	890.80
Hourly			21.45	21.67	21.86	22.08	22.27
O.T.			32.1750	32.5050	32.7900	33.1200	33.4050

**HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260), WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)**

			01	02	03	04	05
Salary	Grade	6	46,322	46,758	47,237	47,653	48,152
Weekly	Rank	1	890.80	899.20	908.40	916.40	926.00
Hourly			22.27	22.48	22.71	22.91	23.15
O.T.			33.4050	33.7200	34.0650	34.3650	34.7250
11.3%			2.5165	2.5402	2.5662	2.5888	2.6160
21.3%			4.7435	4.7882	4.8372	4.8798	4.9310

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2015
GROUP 1005**

1.25% + 0.5%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
			01	02	03	04	05
WATER MACHINERY REPAIRMAN (1231)							
Salary	Grade	7	47,050	47,486	47,923	48,422	48,859
Weekly	Rank	1	904.80	913.20	921.60	931.20	939.60
Hourly			22.62	22.83	23.04	23.28	23.49
O.T.			33.9300	34.2450	34.5600	34.9200	35.2350
11.3%			2.5561	2.5798	2.6035	2.6306	2.6544
21.3%			4.8181	4.8628	4.9075	4.9586	5.0034

			01	02	03	04	05
STOREKEEPER/DISPATCHER (1258)							
Salary	Grade	10	48,963	49,462	49,899	50,419	50,856
Weekly	Rank	1	941.60	951.20	959.60	969.60	978.00
Hourly			23.54	23.78	23.99	24.24	24.45
O.T.			35.3100	35.6700	35.9850	36.3600	36.6750
11.3%			2.6600	2.6871	2.7109	2.7391	2.7629
21.3%			5.0140	5.0651	5.1099	5.1631	5.2079

			01	02	03	04	05
HEAD TREATMENT PLANT OPERATOR							
Salary	Grade	12	48,963	49,462	49,899	50,419	50,856
Weekly	Rank	1	941.60	951.20	959.60	969.60	978.00
Hourly			23.54	23.78	23.99	24.24	24.45
O.T.			35.3100	35.6700	35.9850	36.3600	36.6750

			01	02	03	04	05
WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399) METER REPAIR & INSTALLATION FOREMAN (1254), HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.							
Salary	Grade	13	52,042	52,582	53,061	53,602	54,080
Weekly	Rank	1	1,000.80	1,011.20	1,020.40	1,030.80	1,040.00
Hourly			25.02	25.28	25.51	25.77	26.00
O.T.			37.5300	37.9200	38.2650	38.6550	39.0000
11.3%			2.8273	2.8566	2.8826	2.9120	2.9380
21.3%			5.3293	5.3846	5.4336	5.4890	5.5380

			01	02	03	04	05
GENERAL FOREMAN (1259)							
Salary	Grade	15	57,262	57,824	58,365	58,947	59,467
Weekly	Rank	1	1,101.20	1,112.00	1,122.40	1,133.60	1,143.60
Hourly			27.53	27.80	28.06	28.34	28.59
O.T.			41.2950	41.7000	42.0900	42.5100	42.8850
11.3%			3.1109	3.1414	3.1708	3.2024	3.2307
21.3%			5.8639	5.9214	5.9768	6.0364	6.0897

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2015
GROUP 1005**

**UPON FUNDING - 3/17/16
1.25% + 0.5%**

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	41,246	41,683	42,058	42,453	42,848
Weekly	Rank	1	793.20	801.60	808.80	816.40	824.00
Hourly			19.83	20.04	20.22	20.41	20.60
O.T.			29.7450	30.0600	30.3300	30.6150	30.9000
11.3%			2.2408	2.2645	2.2849	2.3063	2.3278
21.3%			4.2238	4.2685	4.3069	4.3473	4.3878

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
WATER/SEWER MAINTENANCE MAN (1240), SPECIAL MOTOR
EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B,
WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	43,805	44,221	44,637	45,094	45,490
Weekly	Rank	1	842.40	850.40	858.40	867.20	874.80
Hourly			21.06	21.26	21.46	21.68	21.87
O.T.			31.5900	31.8900	32.1900	32.5200	32.8050
11.3%			2.3798	2.4024	2.4250	2.4498	2.4713
21.3%			4.4858	4.5284	4.5710	4.6178	4.6583

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	44,616	45,074	45,469	45,926	46,322
Weekly	Rank	1	858.00	866.80	874.40	883.20	890.80
Hourly			21.45	21.67	21.86	22.08	22.27
O.T.			32.1750	32.5050	32.7900	33.1200	33.4050

**HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260), WORKING FOREMAN WATER
MAINTENANCE CRAFTSMAN (1252), WORKING FOREMAN SEWER
MAINTENANCE CRAFTSMAN (1236), HEAVY MOTOR EQUIPMENT OPERATOR
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,**

			01	02	03	04	05
Salary	Grade	6	46,322	46,758	47,237	47,653	48,152
Weekly	Rank	1	890.80	899.20	908.40	916.40	926.00
Hourly			22.27	22.48	22.71	22.91	23.15
O.T.			33.4050	33.7200	34.0650	34.3650	34.7250
11.3%			2.5165	2.5402	2.5662	2.5888	2.6160
21.3%			4.7435	4.7882	4.8372	4.8798	4.9310

UPON FUNDING - 3/17/16

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2015
GROUP 1005**

1.25% + 0.5%

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	48,963	49,462	49,899	50,419	50,856
Weekly	Rank	1	941.60	951.20	959.60	969.60	978.00
Hourly			23.54	23.78	23.99	24.24	24.45
O.T.			35.3100	35.6700	35.9850	36.3600	36.6750
11.3%			2.6600	2.6871	2.7109	2.7391	2.7629
21.3%			5.0140	5.0651	5.1099	5.1631	5.2079

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	48,963	49,462	49,899	50,419	50,856
Weekly	Rank	1	941.60	951.20	959.60	969.60	978.00
Hourly			23.54	23.78	23.99	24.24	24.45
O.T.			35.3100	35.6700	35.9850	36.3600	36.6750

**WATER & SEWER CONSTRUCTION FOREMAN (1207), JUNIOR DRAFTSMAN (1399)
METER REPAIR & INSTALLATION FOREMAN (1254), HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.
WATER MACHINERY REPAIRMAN (1231), UTILITIES MOTOR EQUIPMENT REPAIRMAN A (1193)**

			01	02	03	04	05
Salary	Grade	13	52,042	52,582	53,061	53,602	54,080
Weekly	Rank	1	1,000.80	1,011.20	1,020.40	1,030.80	1,040.00
Hourly			25.02	25.28	25.51	25.77	26.00
O.T.			37.5300	37.9200	38.2650	38.6550	39.0000
11.3%			2.8273	2.8566	2.8826	2.9120	2.9380
21.3%			5.3293	5.3846	5.4336	5.4890	5.5380

GENERAL FOREMAN (1259)

			01	02	03	04	05
Salary	Grade	15	57,262	57,824	58,365	58,947	59,467
Weekly	Rank	1	1,101.20	1,112.00	1,122.40	1,133.60	1,143.60
Hourly			27.53	27.80	28.06	28.34	28.59
O.T.			41.2950	41.7000	42.0900	42.5100	42.8850
11.3%			3.1109	3.1414	3.1708	3.2024	3.2307
21.3%			5.8639	5.9214	5.9768	6.0364	6.0897

**Memorandum of Agreement
between
City of Brockton (the City)
and
Massachusetts Laborers' District Council
on behalf of
Public Employees Local Union 1162
Water and Sewer (the Union)
(July 1, 2016 – June 30, 2019)**

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 which expires on June 30, 2016 shall be extended without change for a period of three years. Upon bargaining unit ratification, joint execution of the Memorandum of Agreement and requisite City Council adopting action, the Union and the City agree to execute a fully integrated collective bargaining agreement for the FY2017 – FY2019 [July 1, 2016 – June 30, 2019] (and FY2014-FY2016 [July 1, 2013 – June 30, 2016]) period. The mutual intent of the City and the Union is for simultaneous ratification, execution and requisite City Council adoption process for both this Memorandum of Agreement and its successor Memorandum of Agreement, covering a combined period of six (6) years, with the status of each Agreement dependent upon that of the other, e.g. rejection of one Agreement with affirmative action as to the other Agreement shall result in the failure of both Agreements. The

following provisions represent the material changes to the parties' agreement for an agreement through June 30, 2019.

1. Base Wages FY17:

Effective July 1, 2016, base wages shall be increased for all unit members by two (2.0%) percent.

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.

2. Base Wages FY18:

Effective July 1, 2017, base wages shall be increased for all unit members by two (2%) percent.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the two (2%) percent base wage increase.

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

3. Base Wages FY19:

Effective July 1, 2018, base wages shall be increased for all unit members by one and three quarters (1.75%) percent.

The existing wage scales shall be amended and listed in Appendix "A" to reflect the one and three quarters (1.75%) percent base wage increase.

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

4. Cash Payment FY17:

Effective July 1, 2016, all unit members shall receive a cash payment in the amount of eight hundred (\$800) dollars.

5. Cash Payment FY18:

Effective July 1, 2017, all unit members shall receive a cash payment in the amount of eight hundred (\$800) dollars.

6. FY 17 Hourly Base Wages:

Effective July 1, 2016 after the percentage base wage increase calculation, hourly base wages shall be increased for the following positions: Maintenance Man, Working Foreman Craftsman, Construction Foreman, and General Foreman, by twenty-five (\$0.25) cents.

The existing wage scales for these positions shall be amended and listed in Appendix "A" to reflect the twenty-five (\$0.25) cent hourly base wage increase.

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

7. FY 18 Hourly Base Wages:

Effective July 1, 2017 after the percentage base wage increase calculation, hourly base wages shall be increased for the following positions: Maintenance Man, Working Foreman Craftsman, Construction Foreman, and General Foreman, by ten (\$0.10) cents.

The existing wage scales for these positions shall be amended and listed in Appendix "A" to reflect the ten (\$0.10) cent hourly base wage increase.

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

8. FY 19 Hourly Base Wages:

Effective July 1, 2018 after the percentage base wage increase calculation, hourly base wages shall be increased for the following positions: Maintenance Man, Working Foreman Craftsman, Construction Foreman, and General Foreman, by ten (\$0.10) cents.

The existing wage scales for these positions shall be amended and listed in Appendix "A" to reflect the ten (\$0.10) cent hourly base wage increase.

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

9. FY 17 CDL Hourly Rate:

Effective July 1, 2016 after the percentage base wage increase calculation, CDL hourly rate shall be increased by twenty-five (\$0.25) cents.

The existing wage scales for these positions shall be amended and listed in Appendix "A" to reflect the twenty-five (\$0.25) cent CDL hourly rate increase.

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

10. FY 18 CDL Hourly Rate:

Effective July 1, 2017 after the percentage base wage increase calculation, CDL hourly rate shall be increased by ten (\$0.10) cents.

The existing wage scales for these positions shall be amended and listed in Appendix "A" to reflect the ten (\$0.10) cent CDL hourly rate increase.

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

11. FY 19 CDL Hourly Rate:

Effective July 1, 2018 after the percentage base wage increase calculation, CDL hourly rate shall be increased by ten (\$0.10) cents.

The existing wage scales for these positions shall be amended and listed in Appendix "A" to reflect the ten (\$0.10) cent CDL hourly rate increase.

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

*** In the event that that the city enters into an agreement with any other city union or collective bargaining unit, that allows for a base wage increase that is greater than 5.75% for the period between July1, 2016 through June 30, 2019, the City and the Union agree to re-open negotiations for base wages only.**

Dated this ___ day of October, 2015.

MA LABORERS' DISTRICT COUNCIL,
LOCAL 1162,

CITY OF BROCKTON,
By Its Mayor,

William G. Carpenter, III

APPROVED AS TO FORM:

Law Department

LABORERS 1162
 UNIT A- SEWER & WATER
 UTILITIES DIVISION

July 1, 2016
 GROUP 1005

2%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	42,078	42,515	42,890	43,306	43,701
Weekly	Rank	1	809.20	817.60	824.80	832.80	840.40
Hourly			20.23	20.44	20.62	20.82	21.01
O.T.			30.3450	30.6600	30.9300	31.2300	31.5150
11.3%			2.2860	2.3097	2.3301	2.3527	2.3741
21.3%			4.3090	4.3537	4.3921	4.4347	4.4751

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
 SPECIAL MOTOR EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B
 WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	44,678	45,115	45,531	45,989	46,405
Weekly	Rank	1	859.20	867.60	875.60	884.40	892.40
Hourly			21.48	21.69	21.89	22.11	22.31
O.T.			32.2200	32.5350	32.8350	33.1650	33.4650
11.3%			2.4272	2.4510	2.4736	2.4984	2.5210
21.3%			4.5752	4.6200	4.6626	4.7094	4.7520

WATER/SEWER MAINTENANCE MAN (1240)

PLUS 25 CENTS/HOUR

			01	02	03	04	05
Salary	Grade		45,198	45,635	46,051	46,509	46,925
Weekly	Rank		869.20	877.60	885.60	894.40	902.40
Hourly			21.73	21.94	22.14	22.36	22.56
O.T.			32.5950	32.9100	33.2100	33.5400	33.8400
11.3%			2.4555	2.4792	2.5018	2.5267	2.5493
21.3%			4.6285	4.6732	4.7158	4.7627	4.8053

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	45,510	45,968	46,384	46,842	47,258
Weekly	Rank	1	875.20	884.00	892.00	900.80	908.80
Hourly			21.88	22.10	22.30	22.52	22.72
O.T.			32.8200	33.1500	33.4500	33.7800	34.0800

**HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260),
 HEAVY MOTOR EQUIPMENT OPERATOR,
 PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
 MOTOR EQUIPMENT REPAIRMAN A (1261)**

			01	02	03	04	05
Salary	Grade	6	47,258	47,694	48,173	48,610	49,109
Weekly	Rank	1	908.80	917.20	926.40	934.80	944.40
Hourly			22.72	22.93	23.16	23.37	23.61
O.T.			34.0800	34.3950	34.7400	35.0550	35.4150
11.3%			2.5674	2.5911	2.6171	2.6408	2.6679
21.3%			4.8394	4.8841	4.9331	4.9778	5.0289

**WORKING FOREMAN WATER MAINTENANCE CRAFTSMAN (1252)
 WORKING FOREMAN SEWER MAINTENANCE CRAFTSMAN (1236)**

PLUS 25 CENTS/HOUR

			01	02	03	04	05
Salary	Grade		47,778	48,214	48,693	49,130	49,629
Weekly	Rank		918.80	927.20	936.40	944.80	954.40
Hourly			22.97	23.18	23.41	23.62	23.86
O.T.			34.4550	34.7700	35.1150	35.4300	35.7900
11.3%			2.5956	2.6193	2.6453	2.6691	2.6962
21.3%			4.8926	4.9373	4.9863	5.0311	5.0822

LABORERS 1162
 UNIT A- SEWER & WATER
 UTILITIES DIVISION

July 1, 2016
 GROUP 1005

2%

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	49,941	50,461	50,898	51,418	51,875
Weekly	Rank	1	960.40	970.40	978.80	988.80	997.60
Hourly			24.01	24.26	24.47	24.72	24.94
O.T.			36.0150	36.3900	36.7050	37.0800	37.4100
11.3%			2.7131	2.7414	2.7651	2.7934	2.8182
21.3%			5.1141	5.1674	5.2121	5.2654	5.3122

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	49,941	50,461	50,898	51,418	51,875
Weekly	Rank	1	960.40	970.40	978.80	988.80	997.60
Hourly			24.01	24.26	24.47	24.72	24.94
O.T.			36.0150	36.3900	36.7050	37.0800	37.4100

JUNIOR DRAFTSMAN (1399), METER REPAIR & INSTALLATION FOREMAN (1254)
 HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.

			01	02	03	04	05
Salary	Grade	13	53,082	53,643	54,122	54,683	55,162
Weekly	Rank	1	1,020.80	1,031.60	1,040.80	1,051.60	1,060.80
Hourly			25.52	25.79	26.02	26.29	26.52
O.T.			38.2800	38.6850	39.0300	39.4350	39.7800
11.3%			2.8838	2.9143	2.9403	2.9708	2.9968
21.3%			5.4358	5.4933	5.5423	5.5998	5.6488

WATER & SEWER CONSTRUCTION FOREMAN (1207)

PLUS 25 CENTS/HOUR

WATER MACHINERY REPAIRMAN (1231), UTILITIES MOTOR EQUIPMENT REPAIRMAN A (1193)

			01	02	03	04	05
Salary	Grade		53,602	54,163	54,642	55,203	55,682
Weekly	Rank		1,030.80	1,041.60	1,050.80	1,061.60	1,070.80
Hourly			25.77	26.04	26.27	26.54	26.77
O.T.			38.6550	39.0600	39.4050	39.8100	40.1550
11.3%			2.9120	2.9425	2.9685	2.9990	3.0250
21.3%			5.4890	5.5465	5.5955	5.6530	5.7020

GENERAL FOREMAN (1259)

PLUS 25 CENTS/HOUR

			01	02	03	04	05
Salary	Grade	15	58,926	59,509	60,050	60,653	61,173
Weekly	Rank	1	1,133.20	1,144.40	1,154.80	1,166.40	1,176.40
Hourly			28.33	28.61	28.87	29.16	29.41
O.T.			42.4950	42.9150	43.3050	43.7400	44.1150
11.3%			3.2013	3.2329	3.2623	3.2951	3.3233
21.3%			6.0343	6.0939	6.1493	6.2111	6.2643

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

July 1, 2017
GROUP 1005

2%

STEP I	STEP II	STEP III	STEP IV	STEP V
ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS

LABORER, MOTOR EQUIPMENT OPERATOR

			01	02	03	04	05
Salary	Grade	1	42,910	43,368	43,742	44,179	44,574
Weekly	Rank	1	825.20	834.00	841.20	849.60	857.20
Hourly			20.63	20.85	21.03	21.24	21.43
O.T.			30.9450	31.2750	31.5450	31.8600	32.1450
11.3%			2.3312	2.3561	2.3764	2.4001	2.4216
21.3%			4.3942	4.4411	4.4794	4.5241	4.5646

DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
SPECIAL MOTOR EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B
WATER MACHINERY REPAIRMAN

			01	02	03	04	05
Salary	Grade	3	45,573	46,010	46,446	46,904	47,341
Weekly	Rank	1	876.40	884.80	893.20	902.00	910.40
Hourly			21.91	22.12	22.33	22.55	22.76
O.T.			32.8650	33.1800	33.4950	33.8250	34.1400
11.3%			2.4758	2.4996	2.5233	2.5482	2.5719
21.3%			4.6668	4.7116	4.7563	4.8032	4.8479

WATER/SEWER MAINTENANCE MAN (1240)

PLUS TEN CENTS/HOUR

			01	02	03	04	05
Salary	Grade		46,301	46,758	47,174	47,653	48,069
Weekly	Rank		890.40	899.20	907.20	916.40	924.40
Hourly			22.26	22.48	22.68	22.91	23.11
O.T.			33.3900	33.7200	34.0200	34.3650	34.6650
11.3%			2.5154	2.5402	2.5628	2.5888	2.6114
21.3%			4.7414	4.7882	4.8308	4.8798	4.9224

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	46,426	46,883	47,320	47,778	48,194
Weekly	Rank	1	892.80	901.60	910.00	918.80	926.80
Hourly			22.32	22.54	22.75	22.97	23.17
O.T.			33.4800	33.8100	34.1250	34.4550	34.7550

HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260),
HEAVY MOTOR EQUIPMENT OPERATOR,
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)

			01	02	03	04	05
Salary	Grade	6	48,194	48,651	49,130	49,587	50,086
Weekly	Rank	1	926.80	935.60	944.80	953.60	963.20
Hourly			23.17	23.39	23.62	23.84	24.08
O.T.			34.7550	35.0850	35.4300	35.7600	36.1200
11.3%			2.6182	2.6431	2.6691	2.6939	2.7210
21.3%			4.9352	4.9821	5.0311	5.0779	5.1290

WORKING FOREMAN WATER MAINTENANCE CRAFTSMAN (1252)
WORKING FOREMAN SEWER MAINTENANCE CRAFTSMAN (1236)

PLUS TEN CENTS/HOUR

Salary	Grade		48,942	49,379	49,878	50,315	50,835
Weekly	Rank		941.20	949.60	959.20	967.60	977.60
Hourly			23.53	23.74	23.98	24.19	24.44
O.T.			35.2950	35.6100	35.9700	36.2850	36.6600
11.3%			2.6589	2.6826	2.7097	2.7335	2.7617
21.3%			5.0119	5.0566	5.1077	5.1525	5.2057

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

July 1, 2017
GROUP 1005

2%

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	50,939	51,480	51,917	52,437	52,915
Weekly	Rank	1	979.60	990.00	998.40	1,008.40	1,017.60
Hourly			24.49	24.75	24.96	25.21	25.44
O.T.			36.7350	37.1250	37.4400	37.8150	38.1600
11.3%			2.7674	2.7968	2.8205	2.8487	2.8747
21.3%			5.2164	5.2718	5.3165	5.3697	5.4187

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	50,939	51,480	51,917	52,437	52,915
Weekly	Rank	1	979.60	990.00	998.40	1,008.40	1,017.60
Hourly			24.49	24.75	24.96	25.21	25.44
O.T.			36.7350	37.1250	37.4400	37.8150	38.1600

JUNIOR DRAFTSMAN (1399), METER REPAIR & INSTALLATION FOREMAN (1254)
HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.

			01	02	03	04	05
Salary	Grade	13	54,142	54,725	55,203	55,786	56,264
Weekly	Rank	1	1,041.20	1,052.40	1,061.60	1,072.80	1,082.00
Hourly			26.03	26.31	26.54	26.82	27.05
O.T.			39.0450	39.4650	39.8100	40.2300	40.5750
11.3%			2.9414	2.9730	2.9990	3.0307	3.0567
21.3%			5.5444	5.6040	5.6530	5.7127	5.7617

WATER & SEWER CONSTRUCTION FOREMAN (1207)

PLUS TEN CENTS/HOUR

WATER MACHINERY REPAIRMAN (1231), UTILITIES MOTOR EQUIPMENT REPAIRMAN A (1193)

Salary	Grade		54,891	55,453	55,952	56,514	57,013
Weekly	Rank		1,055.60	1,066.40	1,076.00	1,086.80	1,096.40
Hourly			26.39	26.66	26.90	27.17	27.41
O.T.			39.5850	39.9900	40.3500	40.7550	41.1150
11.3%			2.9821	3.0126	3.0397	3.0702	3.0973
21.3%			5.6211	5.6786	5.7297	5.7872	5.8383

GENERAL FOREMAN (1259)

PLUS TEN CENTS/HOUR

			01	02	03	04	05
Salary	Grade	15	60,320	60,902	61,464	62,067	62,608
Weekly	Rank	1	1,160.00	1,171.20	1,182.00	1,193.60	1,204.00
Hourly			29.00	29.28	29.55	29.84	30.10
O.T.			43.5000	43.9200	44.3250	44.7600	45.1500
11.3%			3.2770	3.3086	3.3392	3.3719	3.4013
21.3%			6.1770	6.2366	6.2942	6.3559	6.4113

**LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION**

**July 1, 2018
GROUP 1005**

1.75%

			STEP I	STEP II	STEP III	STEP IV	STEP V
			ENTRY LEVEL	3 YEARS	6 YEARS	9 YEARS	12 YEARS
LABORER, MOTOR EQUIPMENT OPERATOR							
			01	02	03	04	05
Salary	Grade	1	43,659	44,117	44,512	44,949	45,365
Weekly	Rank	1	839.60	848.40	856.00	864.40	872.40
Hourly			20.99	21.21	21.40	21.61	21.81
O.T.			31.4850	31.8150	32.1000	32.4150	32.7150
11.3%			2.3719	2.3967	2.4182	2.4419	2.4645
21.3%			4.4709	4.5177	4.5582	4.6029	4.6455

**DISPATCHER/CLERK (1232), WATER MAINTENANCE MAN, YARDMAN (1250)
SPECIAL MOTOR EQUIPMENT OPERATOR, MOTOR EQUIPMENT REPAIRMAN B
WATER MACHINERY REPAIRMAN**

			01	02	03	04	05
Salary	Grade	3	46,363	46,821	47,258	47,715	48,173
Weekly	Rank	1	891.60	900.40	908.80	917.60	926.40
Hourly			22.29	22.51	22.72	22.94	23.16
O.T.			33.4350	33.7650	34.0800	34.4100	34.7400
11.3%			2.5188	2.5436	2.5674	2.5922	2.6171
21.3%			4.7478	4.7946	4.8394	4.8862	4.9331

WATER/SEWER MAINTENANCE MAN (1240)

PLUS TEN CENTS/HOUR

			01	02	03	04	05
Salary	Grade		47,320	47,778	48,214	48,693	49,109
Weekly	Rank		910.00	918.80	927.20	936.40	944.40
Hourly			22.75	22.97	23.18	23.41	23.61
O.T.			34.1250	34.4550	34.7700	35.1150	35.4150
11.3%			2.5708	2.5956	2.6193	2.6453	2.6679
21.3%			4.8458	4.8926	4.9373	4.9863	5.0289

FILTER OPERATOR, WASTEWATER TREATMENT PLANT MECHANIC

			01	02	03	04	05
Salary	Grade	5	47,237	47,694	48,152	48,610	49,046
Weekly	Rank	1	908.40	917.20	926.00	934.80	943.20
Hourly			22.71	22.93	23.15	23.37	23.58
O.T.			34.0650	34.3950	34.7250	35.0550	35.3700

**HOISTING EQUIPMENT OPERATOR - HOIST 2B LIC. (1260),
HEAVY MOTOR EQUIPMENT OPERATOR,
PUMPING STATION OPERATOR, TREATMENT PLANT OPERATOR,
MOTOR EQUIPMENT REPAIRMAN A (1261)**

			01	02	03	04	05
Salary	Grade	6	49,046	49,504	49,982	50,461	50,960
Weekly	Rank	1	943.20	952.00	961.20	970.40	980.00
Hourly			23.58	23.80	24.03	24.26	24.50
O.T.			35.3700	35.7000	36.0450	36.3900	36.7500
11.3%			2.6645	2.6894	2.7154	2.7414	2.7685
21.3%			5.0225	5.0694	5.1184	5.1674	5.2185

**WORKING FOREMAN WATER MAINTENANCE CRAFTSMAN (1252)
WORKING FOREMAN SEWER MAINTENANCE CRAFTSMAN (1236)**

PLUS TEN CENTS/HOUR

			01	02	03	04	05
Salary	Grade		50,003	50,461	50,960	51,397	51,938
Weekly	Rank		961.60	970.40	980.00	988.40	998.80
Hourly			24.04	24.26	24.50	24.71	24.97
O.T.			36.0600	36.3900	36.7500	37.0650	37.4550
11.3%			2.7165	2.7414	2.7685	2.7922	2.8216
21.3%			5.1205	5.1674	5.2185	5.2632	5.3186

LABORERS 1162
UNIT A- SEWER & WATER
UTILITIES DIVISION

July 1, 2018
GROUP 1005

1.75%

STOREKEEPER/DISPATCHER (1258)

			01	02	03	04	05
Salary	Grade	10	51,834	52,374	52,832	53,352	53,851
Weekly	Rank	1	996.80	1,007.20	1,016.00	1,026.00	1,035.60
Hourly			24.92	25.18	25.40	25.65	25.89
O.T.			37.3800	37.7700	38.1000	38.4750	38.8350
11.3%			2.8160	2.8453	2.8702	2.8985	2.9256
21.3%			5.3080	5.3633	5.4102	5.4635	5.5146

HEAD TREATMENT PLANT OPERATOR

			01	02	03	04	05
Salary	Grade	12	51,834	52,374	52,832	53,352	53,851
Weekly	Rank	1	996.80	1,007.20	1,016.00	1,026.00	1,035.60
Hourly			24.92	25.18	25.40	25.65	25.89
O.T.			37.3800	37.7700	38.1000	38.4750	38.8350

JUNIOR DRAFTSMAN (1399), METER REPAIR & INSTALLATION FOREMAN (1254)
HOISTING EQUIPMENT OPERATOR - HOIST 2A LIC.

			01	02	03	04	05
Salary	Grade	13	55,099	55,682	56,160	56,763	57,242
Weekly	Rank	1	1,059.60	1,070.80	1,080.00	1,091.60	1,100.80
Hourly			26.49	26.77	27.00	27.29	27.52
O.T.			39.7350	40.1550	40.5000	40.9350	41.2800
11.3%			2.9934	3.0250	3.0510	3.0838	3.1098
21.3%			5.6424	5.7020	5.7510	5.8128	5.8618

WATER & SEWER CONSTRUCTION FOREMAN (1207)

PLUS TEN CENTS/HOUR

WATER MACHINERY REPAIRMAN (1231), UTILITIES MOTOR EQUIPMENT REPAIRMAN A (1193)

Salary	Grade		56,056	56,638	57,138	57,720	58,219
Weekly	Rank		1,078.00	1,089.20	1,098.80	1,110.00	1,119.60
Hourly			26.95	27.23	27.47	27.75	27.99
O.T.			40.4250	40.8450	41.2050	41.6250	41.9850
11.3%			3.0454	3.0770	3.1041	3.1358	3.1629
21.3%			5.7404	5.8000	5.8511	5.9108	5.9619

GENERAL FOREMAN (1259)

PLUS TEN CENTS/HOUR

			01	02	03	04	05
Salary	Grade	15	61,589	62,171	62,754	63,357	63,918
Weekly	Rank	1	1,184.40	1,195.60	1,206.80	1,218.40	1,229.20
Hourly			29.61	29.89	30.17	30.46	30.73
O.T.			44.4150	44.8350	45.2550	45.6900	46.0950
11.3%			3.3459	3.3776	3.4092	3.4420	3.4725
21.3%			6.3069	6.3666	6.4262	6.4880	6.5455