

C-22-19

APPROVED

9/20/21
RA



City of Methuen, Massachusetts
Office of the Chief Administrative & Financial Officer
The Searles Building 41 Pleasant Street Room 303
Methuen, Massachusetts 01844
Telephone (978) 983.8536 Fax (978) 983.8972
E-mail: mduprey@ci.methuen.ma.us

Maggie Duprey
CAFO

Memorandum of Agreement between The City of Methuen and Methuen DPWEA
Proposed Contract- Fiscal Year 2022- Fiscal Year 2024

Summary of Financial Changes:

1. Article XII, Wages
 - a. Restructuring of the wage and salary classification- **implemented evenly over 3 years (FY21-FY24) See below**
 - b. Effective July 1, 2021: 0% COLA
 - c. Effective July 1, 2022: 0% COLA
 - d. Effective July 1, 2023: 0% COLA
2. Article XII-A, Shift Differential
 - a. Effective July 1, 2021: Increase from 7% to 10% for water treatment plant employees
3. Article XII-D (prior), Longevity
 - a. Effective July 1, 2021: Longevity compensation shall no longer apply to any DPWEA employee

Wage and Salary Reclassification:

| New CODE | TITLE OF POSITION |
|----------|---|
| ME1 | Grounds Keeper |
| ME1 | Laborers |
| | |
| ME2 | Lab Technician |
| ME2 | Landfill/Dump Caretaker |
| ME2 | Maintenance Men |
| ME2 | MEO GR I (Truck Driver) |
| ME2 | MEO GR I (Laborer) |
| | |
| ME3 | Carpenter |
| ME3 | Irrigation Craftsman |
| ME3 | Maintenance Craftsman |
| ME3 | Mason/Laborers |
| ME3 | Sewer System Maintenance Craftsman |
| ME3 | Special Motor Equipment Operator Grade III |
| ME3 | Special Motor Equipment Operator Grade III Unrestricted |
| ME3 | Tree Climber |
| ME3 | Water Machinery Maintenance Men |
| ME3 | Water Meter Installer/Reader |
| | |
| ME4 | Time & Construction Clerk |
| ME4 | Tree Surgeon |
| ME4 | Operations and Maintenance Technician |
| ME4 | Motor Equipment Repairman |
| | |
| ME5 | Treatment Plant Operator |
| ME5 | Working Foreman |
| | |
| ME6 | Water Machinery Repairman |
| ME6 | Electricians |
| ME6 | Foreman |
| ME6 | Highway & Sewer System Foreman |
| | |
| ME7 | Head Treatment Plant Operator |

| TITLE/POSITION | EFFECTIVE: | FY22 | FY23 | FY24 |
|----------------|------------|-----------|-----------|-----------|
| | | NEW HIRE | NEW HIRE | ALL |
| ME1 | Weekly | 843.43 | 886.71 | 930.00 |
| | Annual | 43,858.20 | 46,109.10 | 48,360.00 |
| | Hourly | 21.09 | 22.17 | 23.25 |
| | Overtime | 31.63 | 33.25 | 34.88 |
| ME2 | Weekly | 923.71 | 962.60 | 1,001.50 |
| | Annual | 48,032.75 | 50,055.36 | 52,078.00 |
| | Hourly | 23.09 | 24.07 | 25.04 |
| | Overtime | 34.64 | 36.10 | 37.56 |
| ME3 | Weekly | 989.59 | 1,059.55 | 1,129.50 |
| | Annual | 51,458.85 | 55,096.43 | 58,734.00 |
| | Hourly | 24.74 | 26.49 | 28.24 |
| | Overtime | 37.11 | 39.73 | 42.36 |
| ME4 | Weekly | 1,093.43 | 1,169.79 | 1,246.15 |
| | Annual | 56,858.21 | 60,829.11 | 64,800.00 |
| | Hourly | 27.34 | 29.24 | 31.15 |
| | Overtime | 41.00 | 43.87 | 46.73 |
| ME5 | Weekly | 1,231.06 | 1,287.09 | 1,343.12 |
| | Annual | 64,015.04 | 66,928.52 | 69,842.00 |
| | Hourly | 30.78 | 32.18 | 33.58 |
| | Overtime | 46.16 | 48.27 | 50.37 |
| ME6 | Weekly | 1,249.19 | 1,353.15 | 1,457.12 |
| | Annual | 64,957.63 | 70,363.81 | 75,770.00 |
| | Hourly | 31.23 | 33.83 | 36.43 |
| | Overtime | 46.84 | 50.74 | 54.64 |
| ME7 | Weekly | 1,553.97 | 1,601.18 | 1,648.38 |
| | Annual | 80,806.69 | 83,261.35 | 85,716.00 |
| | Hourly | 38.85 | 40.03 | 41.21 |
| | Overtime | 58.27 | 60.04 | 61.81 |

Example of Current employee reclassification:

| | | |
|---------------------|---------------------------|-----------|
| Current Salary | FY21 | \$ 44,353 |
| Reclass Salary | FY24 | \$ 48,360 |
| | Total change | \$ 4,007 |
| | Change divided by 3 years | \$ 1,336 |
| | | |
| New Salary, by year | FY22 | \$ 45,689 |
| | FY23 | \$ 47,024 |
| | FY24 | \$ 48,360 |

Financial Impact:

| TOTAL COST | Year 1 | Year 2 | Year 3 |
|------------|---------------|---------------|---------------|
| FY22 | \$ 165,720.01 | \$ 165,720.01 | \$ 165,720.01 |
| FY23 | | \$ 165,720.01 | \$ 165,720.01 |
| FY24 | | | \$ 165,720.01 |
| | \$ 165,720.01 | \$ 331,440.02 | \$ 497,160.03 |
| | | | |
| | | | \$ 994,320.06 |

| | Total Salary | Change |
|---------------|--------------|------------|
| Current | \$ 4,079,385 | |
| Proposed FY22 | \$ 4,245,105 | \$ 165,720 |
| Proposed FY23 | \$ 4,410,825 | \$ 165,720 |
| Proposed FY24 | \$ 4,576,545 | \$ 165,720 |

**AGREEMENT BETWEEN
CITY OF METHUEN**

AND

**METHUEN DEPARTMENT OF PUBLIC WORKS
EMPLOYEES ASSOCIATION**

JULY 1, 2021

TO

JUNE 30, 2024

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PREAMBLE

This Agreement between the City of Methuen (hereinafter referred to as the "City" or "Employer"), acting by and through the Mayor or designee, and Methuen Department of Public Works Employees Association (hereinafter referred to as the "Union") has, as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The parties to this Agreement intend for the Agreement to comply with applicable State and Federal law. If a provision of this Agreement is found by competent authority to contravene existing law, then that provision shall be considered null and void. The remainder of the Agreement shall remain in force until modified by the parties.

This collective bargaining agreement shall supersede all prior collective bargaining agreements and side agreements between the City and prior bargaining representatives for the employees of the Methuen Department of Public Works.

ARTICLE I RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent under the provisions of Massachusetts General Laws, Chapter 150E, for all employees appointed to the permanent full-time, provisional and temporary permanent full-time positions within the Department of Public Works, exclusive of employees assigned to the Management and Engineering Division, all clerical employees, temporary seasonal, intermittent or emergency personnel, the head of said department, any assistants or others exercising management functions as designated by said department head and approved by the Mayor, including division heads.

All employees except clerical, supervisory and management employees who perform work for the Department of Public Works of the City shall be members of the Union upon completion of a six (6) month probationary period, and such members are entitled to all the benefits, and responsible for all obligations, devolving upon said membership. Temporary service in a supervisory, clerical or management position shall not deprive an individual of membership in the Union, nor shall temporarily service in another City department.

All parties, however, recognize that provisional employees and full-time temporary employees may be removed or discharged in accordance with applicable law. Further, provisional, and full-time temporary positions are only recognized in the Union after six (6) months of continuous service.

ARTICLE II MANAGEMENT RIGHTS

Except as modified in this Agreement or by any law or rule or regulation promulgated under law, the City, through the Mayor or duly appointed agent, shall have the right to control, operate, and manage the various departments under the City's jurisdiction.

The City, through the Mayor or duly appointed agent, shall have the right to require standards of performance to hire, promote, transfer, suspend, demote, discharge or discipline employees for just cause, to require overtime work when conditions warrant and to determine the method, means, and personnel by which the operations of the various departments are to be conducted and to take whatever action may be necessary to carry out the work of the departments in situations of emergency, declared by the Mayor, which shall arise, by way of non-exhaustive example, when a declaration of emergency is announced by the Mayor, the Governor (regarding any matter affecting the City), or the President of the United States (regarding any matter affecting the City). An emergency under this Article shall not be confined to a formal declaration by the Mayor, Governor, or President; and an emergency shall arise if an act of nature or force majeure imperils persons or property within the City, such as a 100 year storm or a breach in infrastructure that imperils a sufficient number of persons or property that, in the sole judgment of the Mayor, justifies concerted action by the City to address or mitigate the imperilment. This specifically does not apply to current or future pandemics or to any non-limited time event.

ARTICLE II-B JOB PROTECTION

No employee of the DPW shall be disciplined, terminated, or otherwise reduced in compensation without just cause.

ARTICLE III DISCRIMINATION

The City and the Union agree that the provisions of this Agreement shall be applied to all employees without discrimination due to race, color, creed, religion, sex, age, marital status, sexual orientation, gender identity, or national origin. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union.

There shall be no discrimination by the City or its agents against any employee because of their activity or membership in the Union; nor shall there be any discrimination by the Union or any of its agents against an employee for non-membership in the Union, as provided for in Chapter 150E of the General Laws, as amended.

In accordance with Section 504 of the Rehabilitation Act of 1973, the City and the Union agree not to unfairly discriminate against any handicapped person. Most specifically, the City and the Union agree that this contract is in no way, nor should be interpreted in any way, as having the effect of discriminating against any qualified handicapped person in terms of employment opportunity, salary or

equal treatment, for the purposes of contractual benefits, including fringe benefits; nor is this contract to be interpreted in any way as having the effect of defeating or substantially impairing the accomplishments of the objectives of Section 504 as mentioned above.

Section 504 forbids organizations and employers from excluding or denying individuals with disabilities an equal opportunity to receive program benefits and services, and Section 504 defines the rights of individuals with disabilities to participate in, and have access to, program benefits and services.

All employees must adhere to the City's adopted Code of Conduct and Vision/Mission Statement.
See Appendix A.

ARTICLE IV UNION MEMBERSHIP

1. Upon receipt of a signed authorization from an employee who is subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employee to the Union. Such authorization shall be for the life of the Contract and shall be continued thereafter if a contract exists between the City and the Union. The deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The City shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made, per MGL Chapter 180, Section 17A:

2. The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees, for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer. The laws of the commonwealth shall not be construed to prohibit an employee organization from providing only to its members legal, economic, or job-related services or benefits outside of the collective bargaining agreement, per MGL Chapter 150E, Section 5.

3. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance, per MGL Chapter 180, Section 17J.

4. The Union is entitled to meet with newly hired employees, without charge to the pay or leave time of the employees, for not less than 30 minutes, not later than 10 calendar days after the date of hire, in accordance with MGL 150E, Section 5A (b) (iii).
5. The Union agrees to indemnify, defend, and hold the City harmless from and against any and all actions the Union takes under this Article, including attorney's fees, costs, and expenses.
6. An employee shall not be eligible to join the union nor be subject to either union or agency service fees until after the six (6) month probationary period provided for in this contract.

ARTICLE IV-A AGENCY AGREEMENT

The Union shall have the right to assess an agency fee, in accordance with the laws of the Commonwealth of Massachusetts, on all employees who are full-time employees, provisional employees and full-time temporary employees of the city. Full-time employees, provisional employees, and full-time temporary employees, for the purpose of this section, are those employees who are Union members and who have been on the City's payroll for more than six months.

ARTICLE V UNION BUSINESS

All employees covered by this Agreement, who are union representatives or who are appointed as members of the collective bargaining negotiating team, not to exceed five (5), shall be allowed time off for negotiations or conferences with the Employer, without loss of pay or benefits and without the requirement to make up said loss of time, provided all appropriate department heads are notified in advance and no replacement is required.

Shop Stewards, with notice to their supervisor, will be allowed reasonable time off to conduct Union business without loss of pay or benefits.

ARTICLE VI INDIVIDUAL AGREEMENTS

The City agrees that it will not enter into any individual or collective agreements with any employee covered by this Agreement, which is contrary to the terms of this Agreement.

ARTICLE VII STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of this Agreement, terms or provisions herein contained, shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the City or Union to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

ARTICLE VIII CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service laws and state labor laws, rules, and regulations. Any matter which is subject to the jurisdiction of the Civil Service Commission, shall not be a subject of grievance or arbitration under this Agreement.

The provisions of this Article shall only apply to those members of the union who are actual tenured members of civil service employees under civil service laws.

ARTICLE IX SENIORITY

Seniority, service and qualifications shall be recognized and shall govern in cases of promotion and reduction in the working force, as well as preference for shift work, and provided, however, that these considerations do not conflict in any way with Civil Service Law (if applicable).

ARTICLE X HOURS OF WORK

1. Excepting those employees working at the water treatment plant, the workweek shall consist of five (5) consecutive days, Monday through Friday; however, changes may be made in emergency situations, or for seasonal work, by mutual agreement, in accordance with the understanding arrived at during contract negotiations.

As to water treatment plant employees, the workweek of filter operators and water machinery maintenance staff shall consist of shifts not to exceed a twelve (12) hour schedule; said hours and schedule being set by the Director of Public Works and based upon the premise that said shifts shall be so designed as to enable the water treatment plant to operate twenty-four (24) hours per day, seven (7) days a week; said work schedule to be reviewed on July 1st and January 1st of each year to ensure the efficient operations of the plant.

The parties agree to negotiate and administer a water treatment plant hour of work schedule on an "A" week and "B" week system, with "A" week being a thirty-six (36) hour week comprising three (3) twelve (12) hours shifts and "B" week being a forty-four (44) hour week, comprising of three (3) twelve (12) hour shifts and one (1) eight (8) hour shift. "A" week and "B" are balanced for the purposes of the Fair Labor Standards Act such that work on "B" week between the hours of forty (40) and forty-four (44) shall not be considered overtime for purposes of pay but should be treated as straight time.

2. Notwithstanding the provisions of Article X, and from the first full week in December through the second full week of March in any year, there shall be established, at the option of the Director of Public Works, a three (3) shift working schedule for all employees, excluding the water treatment plant employees; said shifts to be as follows: first shift- 7:00 a.m. to 4:00 p.m.; second shift- 4:00 p.m. to 12:00 a.m.; third shift- 11:00 p.m. to 7:00 a.m. Said shift, once established by the Director of Public Works, shall be a non-rotating shift, the number and composition of which shall be designed at the option of the Director of Public Works. Said Director shall further choose the specific personnel to serve on each shift on the basis of qualifications, work record, and seniority; and, to this extent, the sections of Article IX on seniority shall be overridden where they are in conflict with the Director's choice of a particular person for a particular shift. Employees who work hours outside of the first shift of 7:00 a.m. to 4:00 p.m., shall be entitled to a shift differential for those hours worked outside of the first shift schedule.
3. The City may establish a summer schedule, the same to run June 1st through Labor Day of any given year. The summer schedule hours shall be Monday through Friday, 6:00 a.m. to 2:00 p.m. The number of individuals to be assigned the summer schedule shall be set by the Director of Public works. The City acknowledges its duty to protect employees from heat-related hazards and agree to protective measures as provided by OSHA guidelines. This includes providing supplies that shall allow employees sufficient water and shade, when appropriate. The summer schedule shall not apply to the water treatment plant employees.

ARTICLE XI OVERTIME

Excepting as to the water treatment plant employees, an employee who works beyond forty (40) hours per week will be paid for such hours worked (hours above 40) at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. If an employee is recalled to work after completion of the employee's regular day's work, the employee shall be paid a minimum of three and one-half (3.5) hours, at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. In addition, if an employee arrives at work within one-half (.5) hour of said callback, then the employee shall receive that time between the actual callback and their arrival at their place of employment, as designated by the department. During this period of callback, the management reserves the right to keep the employee on the job for the above-mentioned periods.

An employee who is on sick leave will not be eligible for overtime until their next regular scheduled workday, unless specifically requested by management to do so.

Overtime will be assigned by seniority, when, in the opinion of the department head, the employee is suitably qualified within the subject occupation and compensation grade level. If it is not filled by such employee, the next offering shall go to someone within the same division, then it can be open to all other employees.

All records of overtime shall be made available to examination of the representative of the Union in the presence of a city official, upon reasonable notice. All overtime rosters shall be posted. The Union agrees it will keep the City informed at all times by letter of the duly qualified representative of the Union.

Every effort will be made to distribute overtime as equitably and impartially as practical among employees who ordinarily perform work in the normal course of their workweek. Such distribution need not be on a weekly or monthly basis.

Management agrees that it will review overtime distribution and determine if such is equitable. Management further retains and declares its right to require, in emergency circumstances, employees to be subject to recall. Any employee refusing, without good cause, a recall during an emergency shall be subject to disciplinary action. Management retains the right to determine the circumstances which constitute an emergency and whether or not an employee shall be released from recall and when.

Any employee requesting to be released from overtime recall on more than three (3) consecutive occasions during any fiscal year, shall, at the discretion of the Director of Public Works, not be considered for any further overtime for the remainder of the fiscal year.

Overtime hours must be tracked by the Department Head or Supervisor. Overtime shall be distributed to the members of that department first, and only if no member of that department accepts the overtime, shall overtime be offered to any other department. Hours must be posted in a general location.

ARTICLE XII WAGES / RECLASSIFICATION

The City and Union agree to a wage adjustment for the periods beginning July 1, 2021 through June 30, 2024 as follows:

Effective July 1, 2021: 0%

Effective July 1, 2022: 0%

Effective July 1, 2023: 0%

In lieu of wages adjustments above, the City and Union agree to a restructuring of wage classifications to be implemented evenly over the three years of this contract. Each individual position has been categorized into one of the "ME" levels (1-7) below. See Appendix C for detail.

For current employees: reclassification of the positions will take place evenly over three years. This calculation will take the difference between each employee's wage and salary class amount in effect just prior to the execution of this contract, and the amount noted in the FY24 column at Appendix C. The difference will be divided by three and will be adjusted annually by this amount until full reclassification has been met in FY24.

For anyone hired during this reclassification period, but after the execution of this contract: see Appendix C for minimum amount to be paid for each position, per fiscal year. This will keep all new hires in line with the reclassification.

**ARTICLE XII-A
SHIFT DIFFERENTIAL**

Employees regularly assigned to second and third shifts shall receive a shift differential in the amount of seven percent (7%) computed on their base pay only as totally expressed under the wage schedules. Water Machinery Maintenance positions regularly assigned to the second and third shifts shall receive a shift differential in the amount of ten percent (10%) computed on their base pay only as totally expressed under the wage schedules. Said differentials shall not be treated as part of the base pay for overtime purposes or for any other purposes.

Shift differential shall not apply to special shifts, i.e. snow/ice overtime.

**ARTICLE XII-B
PERFORMANCE EVALUATION**

The parties agree to continue a performance evaluation system as provided by the City under the following conditions:

- a) salary increases will not be tied to the performance evaluation form; and
- b) performance evaluations will be once per year (not counting a supplemental evaluation performed if the initial evaluation is negative).

The performance evaluation will be conducted by the department head or designated supervisor but will not be conducted by a member of this union upon another member of the union.

**ARTICLE XII-C
CLOTHING ALLOWANCE**

Each employee shall receive a clothing allowance of \$600, which shall be paid on July 1 of each year.

**ARTICLE XII-D
BI-WEEKLY PAYROLL AND DIRECT DEPOSIT**

The City may, in its discretion, elect to pay employees bi-weekly and to require direct deposit payments.

Longevity was removed here

**ARTICLE XIII
SICK LEAVE**

All employees of the City who are members of the Union will be granted fifteen (15) days sick leave per year, based on the fiscal year, and shall be allowed to accumulate a total of two hundred fifty (250) days.

A medical provider's certificate must be provided to the Director of Human Resources and to the head of the employee's department if the employee has been on sick leave for more than three (3) days; a return-to-work note must be received in order for the employee to return to work after a 4-day absence.

The employee shall be notified at least once every six (6) months of the amount of sick leave that the employee has accumulated.

An employee may utilize sick leave in hourly increments for a doctor's visit for the employee's medical care; provided that, if requested by the department head or designee, the employee provide forty-eight (48) hours' notice and/or written notice of proof of such visit.

ARTICLE XIII-A UNIVERSAL SICK LEAVE BANK (USLB)

All members of the Union may choose to participate in the City's adopted Universal Sick Leave Bank (USLB). Specific guidelines regarding membership and process are highlighted in Appendix B. Employee participation in the USLB is voluntary, however, as noted in the Appendix, no employee may request use of the USLB unless the employee is a participant in the USLB.

ARTICLE XIV COMPENSATION FOR ACCUMULATED UNUSED SICK LEAVE

Upon retirement, an employee will be compensated for the employee's accumulated sick leave based on thirty percent (30%) of such accumulated sick leave at the pay rate pertaining at the time of such retirement, to a maximum compensation of Twelve Thousand (\$12,000) Dollars.

In supplement to the provisions as listed above, any employee who, during the term of this contract, would exceed a sick leave cap of two hundred fifty (250) days, shall, to the extent that the accrued sick days exceed two hundred fifty (250) days, receive, for every three (3) days above that limit which would have been accrued, an amount equal to One Hundred Dollars (\$100.00); said amount to be paid annually as of June 30th, at the discretion of the Mayor or designee.

**ARTICLE XV
VACATION**

All employees who are members of the Union shall be granted vacation leave as follows:

| | |
|---|--|
| Less than one (1) year: | As per personnel ordinance. |
| One (1) year permanent FT employment: | Two (2) weeks' vacation, exclusive of days off. |
| Five (5) years permanent FT employment: | Three (3) weeks' vacation, exclusive of days off. |
| Ten (10) years permanent FT employment: | Four (4) weeks' vacation, exclusive of days off. |
| Fifteen (15) years permanent FT employment: | Five (5) weeks' vacation, exclusive of days off. |
| Twenty-five (25) years permanent FT employment: | Five (5) weeks' vacation and one (1) week of premium leave, exclusive of days off. |

For the purposes of this section, a "week" shall mean a calendar week, i.e., a week, extending from Saturday to Saturday.

Vacations shall be granted according to the seniority provisions of this Agreement. Vacations may be denied if such time would create an overtime situation. All vacation time must be pre-approved by the Department Head or designee. A time off request form must be submitted and approved by the Supervisor/Department Head no later than 48 hours prior to the requested time.

In establishing a vacation schedule, the employer shall consult employees involved. Consideration shall be given each employee's preferred vacation period and such factors as seniority, operating needs, skills, and availability shall be carefully reviewed. If all factors are relatively equal, seniority shall be given preference.

Where an employee cannot be granted vacation leave for the time they request, the employee shall be given the reason why the request cannot be granted.

The posted list of assigned vacation periods shall not be changed except by mutual agreement or except under emergency conditions.

Upon death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death, but which had not been granted.

In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died, up to the time of the employee's separation from the payroll.

Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the Armed Forces occurred, up to the time of the employee's separation from the payroll.

Unpaid leave will interrupt continuous employment, except by specific approval of the Mayor. The Mayor may grant such approval and deny the employee all or part of the vacation allowances to which the employee might be otherwise entitled under Section XV.

Absences on account of sickness in excess of that authorized under the rules therefore, or, for personal reasons as provided for under other leave, may, at the discretion of the department head, be charged to vacation leave.

An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, or Friday.

Eligibility for vacation shall be determined on the employee's anniversary date of employment.

Vacation allowances provided under terms of this section must be taken before June 30th of each fiscal year, unless cancelled by the appropriate administrative authority to meet an emergency or to offset a critical shortage of personnel. Such vacations shall be granted by the head of the respective department of the City at such time, as in the department head's opinion, will cause the least interference with the performance of the regular work of the City. No more than two consecutive weeks of vacation leave shall be taken at any one time, unless otherwise recommended by the department head and authorized by the Mayor.

To promote the health and safety for the employees, at least five (5) vacation days must be taken per fiscal year or the same shall be lost. Provided further, that the employee, subject to appropriation and approval of the Mayor, may sell the employee's remaining vacation time back to the City at the full rate of pay.

Any employees with at least 25 years of service may not carry over the one (1) week of premium leave into the following year, nor will the one (1) week of premium leave be used in any vacation buy-out upon the employee's separation from employment with the City.

ARTICLE XVI HOLIDAYS

The following days shall be recognized as legal holidays on which day employees shall be excused from all duty not required to maintain essential City services:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veterans Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Juneteenth | Lafayette Day |
| Independence Day | |

Unless otherwise provided by law, if a holiday falls on a Saturday, it will be celebrated on Friday. If a holiday falls on a Sunday, it will be celebrated on Monday.

An employee shall be compensated at one and one-half (1.5) times the employee's regular hourly rate for hours worked on any of the holidays specified above.

Any employee required to work on Thanksgiving or Christmas shall be awarded compensation time for hours that the employee worked, in addition to being compensated at the rate of one and one-half (1.5) times the employee's regular hourly rate.

If the Commonwealth of Massachusetts passes any laws, which would apply statewide, granting additional holidays or other fringe benefits, then members of the Union would receive the same benefits.

Other eligibility requirements for paid holidays shall be determined in accordance with the city ordinances.

ARTICLE XVII BEREAVEMENT LEAVE

In accordance with the City's ordinances, emergency leave up to four (4) working days may be allowed for death in an employee's immediate family (spouse, father, domestic partner, mother, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, and stepchildren); one (1) working day shall be allowed for the death of the employee's aunt, uncle, great grandparent, niece, or nephew. Two days may be granted if wake and funeral are on two separate days but must be pre-approved by the Department Head on a case-by-case basis. Said bereavement day shall be the day of the funeral and the time granted for the purposes of attending the funeral. At the discretion of the Director of Public Works, this can be extended to five (5) working days for out of city deaths.

ARTICLE XVIII WORK ON PRIVATE PROPERTY

Only for city projects and as directed by the employee's department head or designee may a member of this union be allowed to work on private property. Members of the Union may not work on private property during their regular working hours or with the use of any city equipment for any non-city business.

ARTICLE XIX PROTECTIVE CLOTHING

When protective clothing is required by law to perform certain duties, the Employer will provide and supply such clothing to those employees assigned such duties.

ARTICLE XX SAFETY

It is the policy of the City to provide the best possible safety conditions for its employees. The Employer appreciates the cooperation of the Union and the employees and welcomes their participation in making recommendations and suggestions through channels in connection with improving safety conditions, safety equipment, and safe practices.

A committee shall be established to be known as the Management-Union Committee on Safe Practice. Such committee shall be composed of four (4) members, two (2) representing the Employer and two (2) representing the Union.

The purpose of the committee shall be to discuss matters of mutual concern to the employees and the employer.

There shall be no fewer than three (3) meetings of the committee each year.

It is understood that the committee shall have no power to negotiate wages, hours, or other conditions of employment or to alter or amend this Agreement in any respect. The committee's work shall be advisory only.

ARTICLE XXI LICENSES, TRAINING, AND REIMBURSEMENT

The Director of the Department of Public Works may, at his discretion, with the Mayor's approval, assign up to an additional three (3) phones to employees of the Methuen Department of Public Works, who shall be compensated at the rate of One Hundred (\$100.00) Dollars per day for each day on the weekend the employee is assigned a phone.

Where occupational licenses are required by the City of Methuen for an employee in the performance of the employee's duties, the City will reimburse the employee for said license fee.

The City shall, with approval of the Union, provide training for all positions within the Union excepting for the Mechanic and Arborist. Training shall be arranged so that, whenever possible, it will be during the normal working hours, and, when the training is during the employee's normal working hours, it will be considered on City time.

The Union and the City agree to maintain the current water treatment plant policies as are in existence specifically relating to payroll guidelines, calling in policy, borrowing plant equipment, dress code, firearms, no smoking, off-duty visits to the plant, sexual harassment, televisions, use of intoxicating beverages, and vehicle sign in/out, as well as the vacation request process.

The City agrees, at the discretion of the Director, to provide an eight- hour rest period if an employee has worked on an emergency detail for a continuous period of twenty-four (24) hours. This time shall be compensated at straight time and shall be used exclusively for rest and no other activity. The City may modify the rest period when an emergency exists as determined by the City.

The City agrees to compensate mechanics, who are members of the Union, a maximum of \$1000 per fiscal year for tools as required to perform their jobs. The City reserves the right to propose an alternative policy for the City's direct provision of tools to the mechanics in lieu of direct payments, of which the City and Union shall mutually agree upon prior to adoption.

The City and Union agree to review personnel files of Union members, with the permission of the affected employee, and to disregard material, which both the City and Union mutually agree, has no present application.

Double time will be paid to all Union members, who are required to work by the Mayor or the Director of Public Works, during Federal Emergency Management Agency (FEMA) emergencies, as defined in Article II of this document. Payment for the additional half-time will be paid upon the City's receipt of FEMA reimbursement.

The parties acknowledge that the City is currently disputing the alleged withdrawal liability between the City and LIUNA. The Union agrees that it will not make any claim whatsoever on behalf of its members and waives any such rights to make such claims for any funds that are saved by the City as a result of any reduction in said alleged withdrawal liability between the City and LIUNA.

ARTICLE XXII NO STRIKE

The Union on its own behalf and on behalf of each of the employees that it represents, hereby agrees that it will not at any time during the term of this Agreement authorize, approve, participate, or in any way, encourage any strike, work stoppage, slowdown, or the withholding of services from the Employer.

ARTICLE XXIII GRIEVANCE PROCEDURE

Any grievance between the parties, which involves the interpretation or application of this Agreement, the disposition of which is not provided for in law, rule or regulation, shall be settled in the following manner: confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual agreement of the parties.

Step 1. The Union Steward and the aggrieved employee shall submit a written grievance to the employee's immediate supervisor within five (5) working days of the date of the alleged grievance. The immediate supervisor shall attempt to adjust the matter and shall respond, in writing, to the grievance within three (3) working days. The immediate supervisor, while attempting to adjust the matter, shall meet with the Union Steward and the aggrieved employee. A copy of the initial grievance shall be submitted to Human Resources.

Step 2. If the grievance has not been settled under Step 1, it shall be presented, in writing, to the respective division head within five (5) working days after the immediate supervisor's response is due. The division head shall respond to the grievance, in writing, within ten (10)

working days. The division head shall, as part of the Step 2 process, meet with the Union Steward and the aggrieved employee.

Step 3. If the grievance has not been settled under Step 2, it shall be presented, in writing, to the Director of Public Works within seven (7) working days after the division head's response is due. The Director shall respond to the grievance, in writing, within ten (10) working days.

Step 4. If the grievance has not been settled under Step 3, it shall be presented, in writing, to the Mayor or designee within seven (7) working days after the Director's response is due. The Mayor or designee shall meet and discuss the grievance with the parties involved within seven (7) working days after the Director's response is due. The Mayor's response shall be in writing within ten (10) working days after the date of the hearing.

Step 5. In the event that the grievance is not resolved to the satisfaction of the Union by Mayor or designee, the Union, within 10 days of an adverse decision or failure of the Mayor or designee to act, may request arbitration of the dispute. The arbitration shall be conducted by the American Arbitration Association under its then existing rules of procedure, the Massachusetts Board of Conciliation and Arbitration, commonly known as B.O.C.A or the Labor Relations Commission. The decision of the arbitrator shall be final and binding upon the parties. The cost of such arbitration shall be borne equally by the Union and the City. It is the intention of the parties that such grievance procedure shall include not only contract disputes, but all disputes, such as suspension and other disciplinary action which is now available under the laws of the Commonwealth of Massachusetts, provided the employee so selects.

In the instance where arbitration, through the American Arbitration Association or B.O.C.A., is unavailable, then the parties may agree to utilize an alternate forum for such arbitration.

ARTICLE XXIV WORKING OUT OF CLASSIFICATION

When an employee is officially assigned to work in a higher classification for a period of four (4) hours or more, the employee shall be paid the appropriate step rate of the higher classification for all hours worked in said classification. An employee who has been employed for more than ninety (90) days requires approval by the Mayor or designee for the higher classification designation. Only if the Department Head cannot take on the role of the open position, shall the employee be assigned the task by the Department Head.

If any employee works in a higher-grade classification for a period of more than twelve (12) months, the management recognizes that it has an obligation to fill this position on a permanent basis as soon as possible.

Working out of classification will only be authorized and allowed when a vacancy exists in a position for any reason, be it retirement, sickness, or like matter, and/or the Director of Public Works recommends and the Mayor approves an additional working out of classification position upon the finding that an emergency exists and that an employee in that same grade cannot be found to work.

**ARTICLE XXV
BULLETIN BOARDS**

The Union shall have access to bulletin boards as designated by the Employer and may post such notices as it deems appropriate to inform employees in the bargaining unit of matters affecting Union activities and collective bargaining relations. It is understood and agreed that no notice shall contain inflammatory material, nor shall any notice posted by the Union be posted unless it bears the signature of an official representative of the Union and has been approved in advance by the department head. A terminal date will be affixed to each bulletin to ensure an orderly display of notices. The Union agrees to remove said notices on their terminal date.

**ARTICLE XXVI
PERSONAL LEAVE**

Each employee shall be entitled to personal leave. Such leave shall be granted, upon approval of the department head, for up to four (4) days per fiscal year, without being charged to vacation or other leave credit.

**ARTICLE XXVII
INSURANCE DEDUCTIONS**

There shall be weekly deductions of all health and insurance premiums of active employees of the Union enrolled in a city authorized health insurance plan.

In and pursuant to Chapter 358 of the Acts and Resolves of 1987, the City of Methuen shall make a contribution of fifty percent (50%), together with a subsidiary or additional rate of ten percent (10%), to the City health insurance plans of Union employees so that the combination thereof of City payments shall be sixty percent (60%). The active employees of the Union shall contribute, through payroll deductions, the remaining forty percent (40%). This provision shall operate prospectively from the date of execution of this contract.

This provision, known as Article XXVIII, is made upon the following conditions:

- (1) The additional or subsidiary rate is not payable by the City for or on account of retired employees of the Union and this contribution shall remain as established in Section 7 of Chapter 32B, Massachusetts General Laws.
- (2) If an employee defaults to a "no-pay" status for any reason other than an approved state or federal protective leave, they will be required to make payments for the entire cost of insurance to the City and there shall be no contribution by the City for such employee's insurance. Such payments must be made monthly on the 1st of the prior month and delivered to the Benefit Manager in the Human Resources Office. If an employee defaults to a "no-pay" status while on a protected state or federal leave, only the employee's portion of the benefit is payable to the city through the Benefit

Manager. If payments are not received in a timely manner as outlined above, one's benefit may be cancelled.

- (3) This Article is enacted under the specific belief that, as to both parties, the provisions of Chapter 358 of 1987 allow the payment of the subsidiary or additional rate, without triggering the lawful need to pay the additional or subsidiary rate under Section 7A of Chapter 32B, Massachusetts General Laws, or like provisions, to any other active or retired employees of the City, general government or schools; the essence of the negotiations and this clause being to provide a separate and unique method for collective bargaining with the employees of the Union exclusively on said subsidiary or additional rate.

The City and the Union therefore agree that this provision is "collapsible" as follows:

Should any court, administrative agency, executive or legislative body, excluding the City Council of the City of Methuen, determine, instruct, or order that the subsidiary or additional rate is or could be payable to any other employee group, then and in that instance, the clause shall be treated as void ab initio. Said clause shall be treated, for all purposes, as if it had never been in existence and the City shall have no further obligations to pay that portion of the health insurance premiums specified herein as the subsidiary or additional rate.

ARTICLE XXIII INDEMNIFICATION

It shall be the policy of the City of Methuen to indemnify members of the Union for expenses or damages incurred in the defense or settlement of a claim against them which arises while acting within the scope of their official duties or employment, but only to the extent and subject to the limitation imposed by the General Laws and the Home Rule Charter of Methuen.

ARTICLE XXIX SEVERABILITY

If any provision of the contract is held invalid, the other provisions of the contract shall not be affected thereby. If the application of the contract or any of its provisions to any person or circumstance is held invalid, the application of the contract and its provisions to other persons and circumstances shall not be affected thereby.

ARTICLE XXX DRUG TESTING POLICY

The parties hereby continue in force and effect the Drug Testing Procedure pursuant to the City and DOT regulations. The parties hereto hereby acknowledge that the illegal use of drugs by any employee of the City violates the City Code of Conduct attached to this agreement. The parties further hereby agree to

abide by any and all state and federal regulations, in effect at any time during the duration of this agreement, that pertain to the drug testing of employees who hold a commercial driver's license as a condition of employment with the City, or who are otherwise required to be drug tested based upon the employee's position or responsibilities with the City. If any employee operating a city vehicle is in an accident with that vehicle, the employee will be immediately drug tested regardless of fault.

ARTICLE XXXI RESIDENCY REQUIREMENT

Any employee covered by this Agreement shall establish and maintain, within nine (9) months after appointment, a residence within 15 miles of the City of Methuen borders. Such residence shall be a continuing condition of employment. Exceptions may be granted, in writing, at the discretion of the Mayor or designee.

ARTICLE XXXII LAY OFF POLICY

The parties agree that should it be necessary to lay off members of the Union, said layoffs shall be done on a proportional basis with all other unions representing employees of the City of Methuen.

ARTICLE XXXIII SNOW REMOVAL POLICY

All employees of the Department of Public Works, including but not limited to the environmental, highway, water treatment, water distribution, and sewer divisions shall be available and accessible for snow removal operations unless excused by the Director of the Department of Public Works. It is mutually agreed by the undersigned that snow removal includes the following: plowing, sanding, operating vehicles, loading trucks, shoveling snow and any other task consistent with the removal of snow from pavement. The job description of all employees of the Department of Public Works represented by the Union includes snow removal as defined above. Failure to adhere to this policy shall result in disciplinary action.

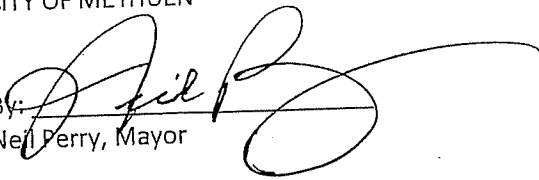
ARTICLE XXXIV DURATION

This Agreement between the City and the Union shall become effective as of July 1, 2021 and shall remain in effect until June 30, 2024, and shall be continued unless one hundred (110) days prior to June 30, 2024 either the City or the Union gives written notice by registered mail to the other that it desires to amend the terms of this Agreement. The terms of this Agreement shall remain in full force and effect until such time as a new contract is agreed upon. Should neither party to this Agreement send a notice

as described above, the Agreement will be considered to have been automatically renewed, with the exclusion of Article XII for one additional year.

IN WITNESS WHEREOF, the City and the Union have hereunto caused this Agreement to be signed, sealed, and delivered in their names by their authorized agents this 23 day of August, 2021.

CITY OF METHUEN

By: 
Neil Perry, Mayor

METHUEN DPW EMPLOYEES'
ASSOCIATION (MDPWEA)

By: 

Raymond Latulippe, Union President

Appendix A



CITY OF METHUEN Policy: CODE OF CONDUCT

Type of Policy (X) New () Amended

Effective Date: 5/24/2021

Citywide Policy

Amended Date:

Adopted by the Mayor *[Signature]* 5/19/2021

It is the City of Methuen's mission to bring the best services to its residents, employees, vendors, visitors, and community. To achieve this goal, we must work diligently to provide and create an environment with integrity, commitment to excellence, accountability, honesty, and respect, consistent with all relevant legal principles. We believe:

1. **Integrity:** The successful operation and reputation of the City are built upon the principles of fair dealing and ethical conduct among employees. The City's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.
2. **Commitment to Excellence:** Being in the public eye, we recognize that we are held to a higher standard of conduct and accountability. In that everything we do is subject to potential public scrutiny, we always present ourselves professionally, ethically, and responsibly. We do everything to the absolute best of our abilities and available (and limited) resources. We are resourceful, proactive, and maintain the highest standards of performance for ourselves and those around us.
3. **Accountability:** Compliance with all applicable laws and regulations are paramount and we expect officials and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. The integrity of all employees is an indispensable source of goodwill and must remain unquestioned.
4. **Trust:** Trust is the backbone of relationships, and relationships are at the core of everything we do, in both our business and our private lives. Choosing the right path isn't always the easiest path, but the right path is the only one we should take. Without trust we cannot be effective leaders and without effective leaders, we cannot create the kind of city in which we all want to work for, live in, and raise our families.
5. **Respect:** Respect is not given; it is earned. To get respect, we must give respect. We must follow the platinum rule and treat others as they would want to be treated. We respect diversity, promote inclusion, and foster teamwork. We treat all who we serve with trust and respect, including our taxpayers, employees, vendors, suppliers, visitors, and the environment. With respect comes a cohesive working environment in which everyone thrives.
6. **Success:** Our continued success in serving the City and its citizens is dependent upon our maintaining the support of our citizens, vendors, and service providers, and we are dedicated to preserving that support. Employees owe a duty to the City to act in a way that will merit continued trust and confidence. The City regards ethical conduct with those organizations providing services to the City, and those organizations to which we provide services, as paramount to the establishment of an effective and successful working relationship.

We are all here to serve the Residents and the Community; let us make sure we work together to be the best of the best and make this city PROUD.

THE CITY RESERVES THE RIGHT TO AMEND ANY OR ALL PARTS OF THIS POLICY AT ANY TIME. EMPLOYEES ARE ADVISED THAT CERTAIN VIOLATIONS OF THIS POLICY MAY ALSO CONSTITUTE A VIOLATION OF LOCAL, STATE, OR FEDERAL LAW. ANY VIOLATION OF THE CODE OF CONDUCT WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUSIVE OF TERMINATION.



CITY OF METHUEN
Human Resources Office
41 Pleasant Street
Methuen, MA 01844

VISION/MISSION STATEMENT

City of Methuen Vision Statement

To provide ethical, efficient, and responsive local government, that serves all residents, businesses, and visitors, and to do so with professional and helpful staff that employ innovative ideas and sound leadership to enhance the quality of life for all in our community, ensure that all residents are safe and respected, and ensure that Methuen remains strong, vibrant, and sustainable for current and future generations.

City of Methuen Mission Statement

The City of Methuen will deliver quality community services and programs to residents, support a thriving business community, increasing innovation, invest in infrastructure, commit to sustainability, and ensure financial security through proper planning and responsible spending. The City of Methuen will maximize opportunities for social and economic development while focusing on community aspirations and environmental impact. The City's elected officials and employees will work diligently to create an environment with integrity, accountability, trust, respect, success in all endeavors, and an overall commitment to excellence.

The City of Methuen asks all residents, visitors, employees, and businesses to join us in realizing our Community Aspirations and abiding by our Inclusion and Respect Pledge.

Community Aspirations

As a community, we aspire to be:

- Welcoming, inclusive, and respectful
- Connected and supportive
- Safe and law-abiding
- Economically prosperous, with a stable and broad tax base
- Secure in diverse and quality housing and neighborhoods
- Environmentally responsible, with well-maintained natural assets
- Physically and mentally active and healthy
- Well-connected through properly maintained roadways and updated technology infrastructure
- Engaged in our community's success as citizens, neighbors, volunteers, leaders, and businesspeople

Inclusion and Respect Pledge

The City of Methuen strives to be a welcoming and inclusive place for all. We are committed to promoting respectful conduct, equitable service, and diversity in our community. We condemn discrimination by or against residents, visitors, workers, organizations, city employees or city businesses. In all that we do as a City government, we pledge to treat everyone fairly, respectfully, and without bias, regardless of their color, creed, religion, national origin, gender, marital status, familial status, immigration status, sexual orientation, age, income, or disability.

Appendix B

CITY OF METHUEN Policy: Universal Sick Bank Policy



Type of Policy (x) New () Amended
Citywide Policy: City Side

Effective Date: 7/1/2021
Amended Date:

UNIVERSAL SICK-LEAVE BANK (USLB) (City Side)

Purpose: The USLB is a completely voluntary sick leave bank across all city departments except for Police and Fire. It is intended to be used in cases of serious long-term or life-threatening illness by eligible employees who have exhausted all their accumulated leave. Conditions require an inability to perform their regular job duties, even with an accommodation provided by the City of Methuen. At no time shall vacation, compensatory time, or personal time be donated to the USLB.

Section 1. Employees who voluntarily choose to participate in the USLB will contribute two (2) of their accrued sick leave days immediately upon establishments of the USLB (anticipated July 2021 for FY22), and each successive July 1st – for which they maintain membership in the USLB, will contribute, again voluntarily, one (1) additional sick leave day into the USLB. Of a participating member chooses to exit the USLB in successive years, he/ she may do so but cannot remove the prior donated days. The USLB will be administered by a sick leave bank committee consisting of a selected member from each bargaining unit (selected by the bargaining unit) and a member of the Management Staff along with the Director of Human Resources. It is the responsibility of the Human Resources Director to regularly schedule meetings to review status (minimum quarterly) even if no one has applied for USLB consideration. A list of employees will be provided to the Committee Members each July 1st with a full accounting of time available in the bank, and subsequently shared with all participating members. Employees may not contribute until their initial hire probationary time is complete (usually 6 months from hire).

Section 2. The following is the procedure to be followed:

- 1) Employees that have exhausted their accrued time can make application to draw additional sick leave benefits to a maximum of thirty (30) days per fiscal year. Exceptions are cited below. Procedures and standards for contribution shall be as follows:

a. Each application for sick leave from the bank will be considered separately by the sick leave bank committee. The employee's act of contributing to the bank

does not guarantee the right to draw from the bank, however, employees who choose not to participate in the USLB may not submit requests to withdraw from the bank, and new members will occur only once per year, at the beginning of the Fiscal Year on July 1. Upon deliberation, the Sick Leave Bank committee will approve or reject the request with a simple majority vote. Whether approved or denied, HR, Chair of the committee, will send in writing, within 7 days, rationale for approval or denial and conditions required to be maintained.

b. The sick leave bank committee may require an employee, who applies to draw from the bank, to provide a medical certificate as to illness. The sick leave bank committee may re-evaluate each case at one-month intervals, and, in that regard, the sick leave bank committee may require that the employee furnish further medical certification of illness, at no expense to the City.

c. The employee, while drawing from the universal sick leave bank, shall not earn or accumulate sick leave. At any time during the withdrawal the employee begins to accrue time of any kind, unused days will be credited back to the USLB until such time that employee exhausts their time. If after the employee has exhausted all of their accrued time, they can reapply for time from the bank not to exceed the 30 days in a fiscal year.

d. The employee who needs additional days from the USLB beyond the thirty (30) consecutive calendar days can petition the sick bank committee for additional time up to 30 days. The Committee will review whether the request will be approved as a whole or in part for the additional days or denied at its discretion.

2) In the event the number of days remaining in the USLB reaches thirty (30), the Director of Human Resources shall notify the employees of this fact and shall assess each participating employee one (1) additional day of his sick leave to be added to the sick leave bank. Any participating employee who does not wish to contribute the additional day, shall so notify the Director of Human Resources within (10) days of the posting of the Committees' intention to make the assessment. In that event, the employee shall forfeit any further consideration for eligibility to draw from the USLB and shall forfeit the use of days already contributed. The days so forfeited will remain in the bank for use by participating members. Each member will be assessed one (1) day each time additional contributions are needed.

3) Employee entitlement to draw from the USLB shall be determined by the sick leave bank committee. In the event that the committee is unable to come to a decision, the Mayor

will be called upon to make the final determination. The determination by the sick leave bank committee shall be based upon, among other considerations, information and data supplied by the Union, information and data supplied by the City, attendance, and performance; provided, however, that an employee must contribute to the bank in order to be eligible to draw from the bank

4) If the sick leave bank committee and/or the Mayor rejects an employee's application for use of the bank, such rejection shall be in writing and shall state the specific reasons for the rejection. The Committees' and/or Mayor's determination on the use of USLB time in excess of 30 days will be final and not subject to any grievance process.

5) In the event the USLB totals 350 days, existing members will not be required to contribute one additional sick leave day on July 1 of each year as stipulated in Section 1 above but will still maintain their membership in the USLB until they choose once again the next July 1st.

6) These rules and regulations may be amended by Collective Bargaining or by mutual consent of the City and the Union.

Section 3: For any employee on Maternity, Paternity, FMLA or ADA leave may, if they have contributed to the USLB, request time to cover any unpaid portion of that leave once all their accrued time is exhausted but may not exceed 30 days. At no time shall vacation, compensation, or personal time be donated to employees on these leaves to supplement their pay. All other provisions apply. For the purposes of FMLA/ADA only, if the employee is on continuous leave for their own serious health condition, may they apply to the universal sick bank.

Adopted by the Mayor: __

THE CITY RESERVES THE RIGHT TO AMEND ANY OR ALL PARTS OF THIS UNIVERSAL SICK LEAVE POLICY AT ANY TIME. EMPLOYEES ARE ADVISED THAT CERTAIN VIOLATIONS OF THIS POLICY MAY ALSO CONSTITUTE A VIOLATION OF LOCAL, STATE, OR FEDERAL LAW. ANY VIOLATION OF THE CODE OF CONDUCT WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUSIVE OF TERMINATION.

APPENDIX C: Wage and Salary Reclassification:

| New CODE | TITLE OF POSITION |
|----------|---|
| ME1 | Grounds Keeper |
| ME1 | Laborers |
| | |
| ME2 | Lab Technician |
| ME2 | Landfill/Dump Caretaker |
| ME2 | Maintenance Men |
| ME2 | MEO GR I (Truck Driver) |
| ME2 | MEO GR I (Laborer) |
| | |
| ME3 | Carpenter |
| ME3 | Irrigation Craftsman |
| ME3 | Maintenance Craftsman |
| ME3 | Mason/Laborers |
| ME3 | Sewer System Maintenance Craftsman |
| ME3 | Special Motor Equipment Operator Grade III |
| ME3 | Special Motor Equipment Operator Grade III Unrestricted |
| ME3 | Tree Climber |
| ME3 | Water Machinery Maintenance Men |
| ME3 | Water Meter Installer/Reader |
| | |
| ME4 | Time & Construction Clerk |
| ME4 | Tree Surgeon |
| ME4 | Operations and Maintenance Technician |
| ME4 | Motor Equipment Repairman |
| | |
| ME5 | Treatment Plant Operator |
| ME5 | Working Foreman |
| | |
| ME6 | Water Machinery Repairman |
| ME6 | Electricians |
| ME6 | Foreman |
| ME6 | Highway & Sewer System Foreman |
| | |
| ME7 | Head Treatment Plant Operator |

| TITLE/POSITION EFFECTIVE: FY22 FY23 FY24 | | | | |
|--|----------|-----------|-----------|-----------|
| | | NEW HIRE | NEW HIRE | ALL |
| ME1 | Weekly | 843.43 | 886.71 | 930.00 |
| | Annual | 43,858.20 | 46,109.10 | 48,360.00 |
| | Hourly | 21.09 | 22.17 | 23.25 |
| | Overtime | 31.63 | 33.25 | 34.88 |
| ME2 | Weekly | 923.71 | 962.60 | 1,001.50 |
| | Annual | 48,032.75 | 50,055.36 | 52,078.00 |
| | Hourly | 23.09 | 24.07 | 25.04 |
| | Overtime | 34.64 | 36.10 | 37.56 |
| ME3 | Weekly | 989.59 | 1,059.55 | 1,129.50 |
| | Annual | 51,458.85 | 55,096.43 | 58,734.00 |
| | Hourly | 24.74 | 26.49 | 28.24 |
| | Overtime | 37.11 | 39.73 | 42.36 |
| ME4 | Weekly | 1,093.43 | 1,169.79 | 1,246.15 |
| | Annual | 56,858.21 | 60,829.11 | 64,800.00 |
| | Hourly | 27.34 | 29.24 | 31.15 |
| | Overtime | 41.00 | 43.87 | 46.73 |
| ME5 | Weekly | 1,231.06 | 1,287.09 | 1,343.12 |
| | Annual | 64,015.04 | 66,928.52 | 69,842.00 |
| | Hourly | 30.78 | 32.18 | 33.58 |
| | Overtime | 46.16 | 48.27 | 50.37 |
| ME6 | Weekly | 1,249.19 | 1,353.15 | 1,457.12 |
| | Annual | 64,957.63 | 70,363.81 | 75,770.00 |
| | Hourly | 31.23 | 33.83 | 36.43 |
| | Overtime | 46.84 | 50.74 | 54.64 |
| ME7 | Weekly | 1,553.97 | 1,601.18 | 1,648.38 |
| | Annual | 80,806.69 | 83,261.35 | 85,716.00 |
| | Hourly | 38.85 | 40.03 | 41.21 |
| | Overtime | 58.27 | 60.04 | 61.81 |