

C-22-5

AGREEMENT BETWEEN
CITY OF METHUEN

APPROVED

9/9/21

LM

AND

LOCAL 123, FEDERATION OF STATE, CITY AND TOWN EMPLOYEES

JULY 1, 2020

TO

JUNE 30, 2021

ARTICLE I (AGREEMENT)

This Agreement between the City of Methuen (hereinafter called the "City") and LOCAL 123, FEDERATION OF STATE, CITY AND TOWN EMPLOYEES (hereinafter called the "Union") is made and entered into on the date of execution herein. If any of the provisions of this Agreement shall, in any manner, conflict with or contravene any Federal law or statute, law or statute of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE II (PURPOSE)

The general purpose of this Agreement is to set forth agreements reached between the City and the Union with respect to wages and other terms and conditions of employment for members of this union in the bargaining unit described in the Recognition Article to cover the respective period of July 1, 2020-June 30, 2021.

ARTICLE III (CONTRACT TERMS)

The Parties agree to the following:

1. Add the newly Federal Adopted Holiday, Juneteenth, to the Collective Bargaining Agreement.
2. Retention/ Recruitment Bonus: Bargaining unit members that have worked for the City for at least 90 calendar days and that are actively employed (not on medical, administrative leave or workers compensation, etc.) with the City as of June 30, 2021, shall receive a one-time retention/recruitment bonus in the amount of \$1,500.00. Payment of said one-time bonus shall be made in the first pay period following ratification of the contract by City Council in 2021.
3. The City will produce a new CBA to cover the period of July 1, 2021 through June 30, 2024 in lieu of any retroactive pay from the expired contract year of July 1, 2020 through June 30, 2021.

ARTICLE IV (SEVERABILITY)

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

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 19th day of July, 2021.

CITY OF METHUEN

By:

Neil Perry, Mayor

By:
President

C-22-5

AGREEMENT BETWEEN

THE CITY OF METHUEN

AND

LOCAL 123, FEDERATION OF STATE, CITY AND TOWN
EMPLOYEES

JULY 1, 2021

TO

JUNE 30, 2024

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PREAMBLE

This Agreement entered into by the City of Methuen (hereinafter called the "City"), acting by and through the Mayor or his representative, and Local 123, of the Federation of State, City and Town Employees (hereinafter called 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.

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal law or statute, law or statute of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE I

RECOGNITION

The City of Methuen recognizes Local 123 as the sole and exclusive bargaining agent under the provisions of General Laws, Chapter 150E for all Superintendents within the Department of Public Works. Said Superintendents consist of the following positions:

- Superintendent of Water Distribution
- Superintendent of Highways
- Water Plant Superintendent
- Environmental Management Superintendent
- Superintendent of Building Maintenance
- Superintendent of Vehicle Maintenance
- Superintendent of Sewer
- Superintendent of Parks and Recreation

These positions, although included as part of the Union, may only be filled when appropriated as part of the budget.

ARTICLE II

MANAGEMENT RIGHTS

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

They 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 department in situations of emergency.

ARTICLE III NON-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.

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

ARTICLE IV UNION MEMBERSHIP

1. Upon receipt of signed authorization from employees who are subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employees 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. [As authorized by 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.
3. 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. [As authorized by MGL Chapter 150E, Section 5]
4. 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. [As authorized by MGL Chapter 180, Section 17J.]
5. The employer shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. [As authorized by MGL 150E, Section 5A (a) (iii)]

6. The Union agrees to indemnify 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.
7. An employee shall not be eligible to join the Union nor be subject to either union or agency service fees until after the probationary period provided for in this contract.
8. The Human Resources Department shall promptly notify the union through its president, in writing, of any new hire to union positions.

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 any and all employees who are full-time employees of the City. Full-time employees, for the purpose of this section dealing with agency fees, shall be those employees who have been on the City payroll for more than six months.

ARTICLE V UNION BUSINESS

All Superintendents covered by this Agreement who are officers of Local 123, or who are appointed by Local 123 members of said Union's collective bargaining negotiating team, not to exceed three (3) shall be allowed time off for negotiations or conferences with administration without loss of pay or benefits and without the requirement to make up said loss of time, except in an emergency situation, prior approval must be obtained by the Department Head.

Members of the executive board (President and Vice President) may be allowed reasonable time off to conduct union business without loss of pay or benefits, provided the department head receives prior notification.

Two members of the Union's executive board may be granted leave from work without loss of pay or benefits for the purpose of investigating and processing grievances or attending any hearing before any governmental board, authority, or court in connection with any appeal or petition involving this contract.

The time off for union business mentioned in the two preceding sections shall be allowed without loss of time, provided that forty-eight (48) hours prior written notice shall have been given to the Director of Public Works and the Director shall have twenty-four (24) hours thereafter in which to approve or disapprove the request. If the Director of Public Works, or designee, fails to act within said twenty-four hours, then the request shall be deemed approved.

ARTICLE VI INDIVIDUAL AGREEMENTS

The City agrees that it will not enter into any individual or collective agreements with any Superintendent 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 the 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 term 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 tenured civil service employees under civil service laws.

ARTICLE IX SENIORITY

Seniority, service, capabilities, 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, this does not conflict in any way with Civil Service Law (if Civil Service applies to any employee as referenced in Article VIII above).

ARTICLE X HOURS OF WORK

The Superintendent's being supervisory in nature, shall work as required per Chapter 6, Section 6-8 of the Methuen Municipal Code. The parties hereto acknowledge that the hours of work shall be determined by the Director of Public Works based on the needs of the Department and in recognition of the work hours of their subordinates.

Notwithstanding the above, the positions as hereinbefore mentioned may be granted overtime compensation as follows:

Overtime during any particular fiscal year shall be limited to 25% of the member's base rate of pay. Provided, however, that the 25% base cap shall not apply to private funds, or declared emergencies as enacted by the Mayor, including, but not limited to, snowstorms, water breaks, and other such disasters or calamities, provided that the Mayor or designee shall, within seventy-two hours, notify the City Council of such declaration or emergency. All overtime must be approved by the Director of Public Works.

If a member of this union is called in by the Mayor or the DPW Director to work on a Holiday or Sunday, time and one-half will be paid for all hours worked, not to exceed 25% of total pay.

The schedule for the Superintendent of Parks and Recreation shall routinely require night and weekend participation in programs and activities and is not subject to overtime pay.

ARTICLE XI WAGES

The Superintendents shall be compensated in accordance with the following schedule, for the periods indicated:

For the period beginning July 1, 2021 through June 30, 2022, there shall be a two percent (2%) cost-of-living adjustment.

For the period beginning July 1, 2022 through June 30, 2023, there shall be a two percent (2%) cost-of-living adjustment.

For the period beginning July 1, 2023 through June 30, 2024, there shall be a two percent (2%) cost-of-living adjustment.

ARTICLE XII SICK LEAVE

As provided for in the City ordinances, all Superintendents who are members of the Union will be granted fifteen (15) sick days per year, based on the fiscal year, and shall be allowed to accumulate a total of two hundred forty (240) days.

A Superintendent shall furnish a Doctor's certificate to the Director of Human Resources and head of the department if the employee has been on sick leave for more than three (3) days. This certificate is to be furnished on return of the Superintendent to work. No employee may return to work from an absence of more than 3 days without a return-to-work notice from their physician.

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

Any employee who, during the term of this contract, would exceed a sick leave cap of two hundred forty (240) days, shall, to the extent that the accrued sick days exceed two hundred forty (240) days, receive, for every three (3) days above that limit which would have accrued, an amount equal to One Hundred Dollars (\$100.00); said amount to be paid annually as of June 30th of each fiscal year.

An employee may utilize sick leave in hourly increments for a doctor's visit for such employee, provided that forty- eight (48) hours in advance the employee shall show written proof of such visit.

An employee may utilize sick leave in hourly increments upon approval of the Director.

An employee may utilize up to three days per year of sick leave for tending to the illnesses of immediate family members, subject to approval of the Director and subject to a requirement of submission of reasonable documentation.

ARTICLE XII-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 they are a participating member.

ARTICLE XII-B
COMPENSATION FOR ACCUMULATED UNUSED SICK LEAVE

Upon retirement, an employee will be compensated for their accumulated unused sick leave on the basis of fifty percent (50%) of such accumulated sick leave, at the pay rate pertaining at the time of such retirement, to a maximum compensation of \$20,000.

ARTICLE XIII
VACATION

The Superintendents shall be granted vacation leave as follows, in accordance with General Ordinances. Years of service for vacation purposes shall be based upon the employee's anniversary date of employment. Vacation schedule shall be as follows:

Less than one year	As per Personnel Ordinance
After One Year of Service	2 Weeks
After Five Years of Service	3 Weeks
After Ten Years of Service	4 Weeks
After Fifteen Years of Service	5 Weeks
After Twenty Years of Service	6 Weeks

An employee may utilize vacation days in hourly increments. All vacation requests must be requested and approved (in writing) to the Department Head no later than 48 hours prior to the time requested.

ARTICLE XIII-A
VACATION BUY-BACK

Vacation days earned or accrued for the present fiscal year or for any previous or subsequent years may be sold back to the City at the option of the Mayor for the full rate of pay as of the date of said buy-back; provided, however, that the employee shall take at least five (5) days off during any fiscal year, or the same shall be lost to the employee.

ARTICLE XIII-B
VACATION CARRY FORWARD

The individual Superintendent may, with the approval of the department head and the Mayor, be granted a carry-forward of two (2) weeks' vacation into the next fiscal year; provided that, the two weeks carried forward are the first two weeks used, said vacation weeks must be the first weeks which the employee are used for vacation purposes; and further, that if for any reason said week is sold back to the City, it shall be sold back at the rate effective in that previous fiscal year.

ARTICLE XIV
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	Juneteenth
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If the Commonwealth of Massachusetts passes any laws that would apply state-wide, granting additional holidays or other fringe benefits, then members of the Union will receive the same benefits.

ARTICLE XV
BEREAVEMENT LEAVE

In accordance with the City ordinances, emergency leave up to three (3) days may be allowed for death in an employee's immediate family (wife, husband, mother, father, child, stepchild, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent). At the discretion of the Director of Public Works, this can be extended to five (5) days for out-of-town deaths. Additionally, (1) one day may be used to attend the funeral of an aunt or uncle.

ARTICLE XVI
WORK ON PRIVATE PROPERTY

Only for City projects and as directed by their department head or designee may a member of this Union be allowed to work on private property. Superintendents 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 XVII
NO STRIKE CLAUSE

The Union, on its own behalf and on behalf of each of the Superintendents 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, the City of Methuen.

ARTICLE XVIII 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 a law, rule, or regulation, shall be settled in the following manner:

Step 1. The aggrieved Superintendent shall submit a written grievance to the Director of Public Works within five (5) working days of the date of the alleged grievance. A copy must be provided to the Director of Human Resources. The Director of Public Works shall attempt to adjust the matter and shall respond, in writing, to the grievance within ten (10) working days.

Step 2. If the grievance has not been settled under Step 1, it shall be presented, in writing, to the Mayor and Director of Human Resources within seven (7) working days after the Director's response is due (from Step 1). The Mayor or Director of Human Resources shall meet and discuss the grievance with the parties involved within seven (7) working days of receipt of the Step 2 grievance (the hearing). The Mayor's or Director of Human Resources' response shall be in writing within (10) working days after the date of the hearing.

Step 3. Within 10 days of an unsatisfactory decision at Step 2 to the grievant, the grievance may be submitted to an impartial arbitrator by the Union. The arbitration shall be conducted by the American Arbitration Association under its then existing rules of procedure. The cost of such arbitration shall be borne equally by the Union and the City of Methuen.

ARTICLE XIX PERSONAL LEAVE

Each employee shall be entitled to personal leave for the purpose of conducting family business. Such leave shall be granted, upon approval of the department head, for up to three (3) days per fiscal year, without being charged to vacation or other leave credit.

An employee may utilize personal leave days in hourly increments.

ARTICLE XX INSURANCE DEDUCTIONS

There shall be weekly deductions of all health and insurance premiums. During the term of this Agreement, the City will contribute that percentage as fixed by the Mayor, with the balance thereof being deducted from the employee's wages.

ARTICLE XXI CAREER INCENTIVES

Longevity shall be payable as follows: After completing five years of full-time service an annual career incentive payment shall be made in an amount equal to three-tenths (3/10 of 1%) of the employee's base pay and after completing twenty-five (25) years of full-time service that amount shall increase to .35 of 1%. Each Superintendent shall receive yearly on the anniversary of his employment the amount indicated by the above schedule.

Longevity will not be afforded to any new member who joins this union after 6/30/2021.

**ARTICLE XXII
DURATION**

This Agreement between the City and Union shall become effective on July 1, 2021 and remain in effect until June 30, 2024.

**ARTICLE XXIII
INDEMNIFICATION**

It shall be the policy of the City 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 XXIV
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 XXV
IN SERVICE TRAINING**

The parties agree, in principle, with the need for in-service training programs and workshops to improve productivity. It is agreed that such training shall be approved by The Director of Public Works and the Mayor, and upon such approval, the City shall provide tuition expenses related thereto, and will provide for the necessary time off for such training without loss of regular pay; provided, however, that this paid training is contingent upon funds being made available by the City Council.

Any day travel must be approved by the Department Head. Any overnight travel requires preapproval of the Mayor.

**ARTICLE XXVI
DRUG TESTING POLICY**

The parties hereby continue in force and effect the Drug Testing Procedure pursuant to City and DOT regulations. The parties also 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 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. Any employee operating a city vehicle who gets into an accident, regardless of fault, will be subject to a mandatory drug test immediately following said accident. Refusal to take said test will result in disciplinary action up to and including termination.

ARTICLE XXVII
RESIDENCY REQUIREMENT

Any employee covered by this Agreement shall establish and maintain, within nine (9) months after their appointment, a residence within ten (15) miles of the perimeter of the municipality.

ARTICLE XXVIII
CLEANING ALLOWANCE

The City shall annually compensate each employee in the amount of Eight Hundred Dollars (\$800.00) as a cleaning allowance, payable July 1st of each fiscal year. The City reserves the right to modify this article to reflect alternate means of payment.

ARTICLE XXIX
LICENSES

The City agrees to pay for all licenses necessary and required to perform the duties of Superintendent and acquired at the direction of the Mayor. This clause shall not apply to automobile driver licenses.

ARTICLE XXX
EXTRA INCOME

If an event of an emergency nature occurs which requires a member of this bargaining unit to perform work beyond the normal workday and the City of Methuen is reimbursed for expenditures in connection with the said emergency from governmental or private funds, other than City of Methuen General Fund or water and sewer enterprise funds, the member shall be compensated at the compensation rate. The compensation rate shall be considered time and one-half, or the maximum compensation rate allowed by the reimbursing authority.

ARTICLE XXXI
BI-WEEKLY PAY AND DIRECT DEPOSIT

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

ARTICLE XXXII
TECHNOLOGY

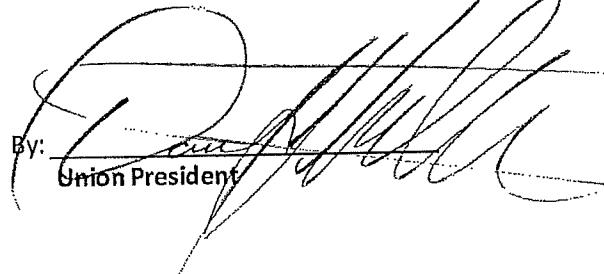
To keep current with updated business practices, members of this unit agree to use technology assigned or adopted by the City as it relates to their job functions or as directed. If training is required, the City will provide such training. The city reserves the right to determine what technology is appropriate and is subject to change without notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19th day of
July, 2021.

THE CITY OF METHUEN

By: 
Mayor

**LOCAL 123, FEDERATION OF STATE
CITY AND TOWN EMPLOYEES**

By: 
Union President

Appendix A



CITY OF METHUEN Policy: CODE OF CONDUCT

Type of Policy (✓) New () Amended
Citywide Policy
Adopted by the Mayor *DeB 5/19/2021*

Effective Date: 5/24/2021
Amended Date:

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 () New () Amended
7/1/2021 Citywide Policy: City Side
Date:

Effective Date:
Amended

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 back 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 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.