



City of Methuen, Massachusetts

OFFICE OF THE MAYOR

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Neil Perry
Mayor

City of Methuen, MA

Negotiations with Methuen AFSCME A

Jessica Kalil 7/26/24
Theresa Sloop 7/26/24
Neil Perry 7/26/24

Proposal:

1. Duration: 3-year agreement
2. ARTICLE XXXIII WAGES:
 - a. FY25- One time salary reclassification for every position- +\$2/hour
 - b. COLA Increases as follows:
 - i. FY25 0%
 - ii. FY26 3%
 - iii. FY27 3%
 - c. Add steps to salary scale after MAX, every 5 years until 30 years.
 - i. MAX+5 = \$1000 more than MAX
 - ii. All other steps= +500 more than i. above
 - d. Add steps to Public Safety/Municipal Communication Officer and Community Engagement Specialist positions
 - e. Election Clerks working during an election shall be paid overtime (instead of compensatory time)
3. Out of Grade Pay: Any member performing the work of another employee in a higher classification shall receive out-of-grade compensation at that higher classification for all hours worked, only when preapproved in writing by the Department Head.
4. Article XV SICK LEAVE: Sick Leave Buy Back: Increase the cap from \$15,000 to \$20,000
5. Article XV-A UNIVERSAL SICK LEAVE BANK: Strike section/language from contract
6. Article XXI PROBATION PERIOD: Add section "4." To document that HR will notify the union of new hires within 30 days of hiring date.
7. Article XII HOLIDAYS: Clean up language "if Christmas falls on a Tuesday" paragraph - remove the 1st sentence of this paragraph.
8. Police Department Employees (non-sworn): Parties agree that if any other civilian bargaining unit member gets an accreditation stipend new to this CBA cycle, we agree to reopen this CBA to discuss this item.
9. Article III RECOGNITION: Add missing job titles
10. Article XIII HOURS OF WORK AND OVERTIME: Update hours of work week to the CBA, as appropriate
11. The parties agree to review and evaluate all "Clerk II" positions through the appropriate process to assess whether appropriate to move position(s) to "Clerk III".

12. Parties agree that any and all City vehicles used by members of AFSCME A shall be outfitted with a GPS device. Information from the GPS shall be the subject of passive monitoring. This language shall be renegotiated for the next contract.

13. Parties agree to trial a pilot program for 6 months where City Hall be open one night a week, with rotating staff (schedule of which is to be determined by Department Heads) that will continue to have a 35-hour work week (flex time on Friday).

Model of Costs:

| | FY25 | FY26 | FY27 | Total |
|---------------|-------------------|-------------------|-------------------|---------------------|
| Year 1 | 232,494.49 | 232,494.49 | 232,494.49 | 697,483.48 |
| Year 2 | | 102,508.79 | 102,508.79 | 205,017.58 |
| Year 3 | | | 104,969.47 | 104,969.47 |
| Total | 232,494.49 | 335,003.28 | 439,972.75 | 1,007,470.53 |

Sick Leave buy back change could be up to additional \$205k

**AGREEMENT BETWEEN
CITY OF METHUEN**

AND

**LOCAL 3699 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO METHUEN SUPPORT STAFF EMPLOYEES UNIT
(AFSCME A)**

JULY 1, 2024

TO

JUNE 30, 2027

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ARTICLE I AGREEMENT

This Agreement between the City of Methuen (hereinafter called the "City") and Local 3699 of the American Federation of State, County and Municipal Employees, AFL-CIO Methuen Support Staff Employees Unit (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, hours and other terms and conditions of employment for Support Staff personnel in the bargaining unit described in the Recognition Article.

ARTICLE III RECOGNITION

1. Unless specifically excluded herein, the City recognizes the Union as the exclusive bargaining agent for all regular, permanent full-time and part-time Methuen support staff employees, including:

Each Clerk 1 (formerly Senior Clerk), Clerk 2 (formerly Principal Clerk), Clerk 3 (formerly Head Clerk), Confidential Secretary, Junior Accountant, Public Health Nurse, Activities Coordinator, Licensing Board Clerk, Animal Control Officer, Sr. Engineering Aide, Environmental Planner, Senior Planner, Assistant Purchasing Agent, Public Safety/Municipal Communications Officer, Information System Technician I & II, Community Engagement Specialist, Community Outreach Coordinator and Custodian.
2. The term "employee" as used herein refers to members of this unit as listed above.
3. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the City shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Labor Relations Commission for resolution.
4. Any employee who is a tenured civil service employee, recognized by civil service as having standing, shall have their title remain in effect until such time of their separation from the position.

ARTICLE IV

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. See **Appendix A.**

ARTICLE V UNION BUSINESS

1. 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 three (3)) 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.
2. Time lost by representatives of the Union on grievance settlement or negotiations shall be paid for by the City as follows:
 - A. For Grievances

No more than two Union members, being the Steward and the employee involved, may process the grievance and, in any instance, twenty-four hour notice is required except for emergencies or matters requiring immediate attention.
 - B. For Negotiations

No more than three Union members, and, in any instance, a request for approval of time off shall be submitted twenty-four hours in advance.

ARTICLE VI UNION DUES AND AGENCY SERVICE FEE

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.

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]

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. [As authorized by MGL Chapter 180, Section 17J.]
4. The employee 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)]
5. 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.
6. 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.
7. The Human Resources Department shall promptly notify the union through its president, in writing, of any new hire to union positions.

ARTICLE VII **DISCIPLINARY PROCEDURE**

1. Except for just cause, and except in accordance with the provisions of this Article, an employee who has completed the probationary period shall not be discharged or suspended for a period of more than five days. Before such action is taken, such employee shall be given written notice by the appointing authority or Director of Human Resources, which shall include the action(s) contemplated, and the specific reason(s) for such action(s). Such employee shall be given a full hearing concerning such reason or reasons before the appointing authority or a hearing officer designated by the appointing authority. The appointing authority or designee shall provide such employee a written notice of the time and place of the hearing at least three days prior to the holding thereof.

If a hearing officer conducts such hearing, those findings shall be reported forthwith to the appointing authority for action. Within seven days after the completion of the hearing, if the appointing authority presides, the appointing authority shall give to such employee a written notice of the decision, which shall state fully and specifically the reason(s) therefore.

In addition, the time period above prescribed shall apply if a hearing officer heard the charges, excepting that the appointing authority shall make their findings and written notice of decision within seven days after receiving the hearing officer's report.

Any employee suspended pursuant to this section shall be automatically reinstated at the end of the first period for which the employee was suspended. In the case of a second or subsequent suspension of such employee for a period of more than five days, reinstatement shall be subject to approval of an arbitrator and the notice of contemplated action given to such employee shall so state.

2. An employee may be suspended for just cause for a period of five days or less without a hearing prior to such suspension. Such suspension may only be imposed by the appointing authority or by a subordinate to whom the appointing authority has delegated authority to impose such suspension (i.e. department heads).

Within twenty-four hours of imposing a suspension under this section, the person authorized to impose suspension shall provide the person suspended with a written notice stating the specific reason or reasons for the suspension and informing the employee that they may, within forty-eight hours after receiving such notice, file a written request for a hearing before the appointing authority on the question of whether there was just cause for the suspension. If such request is filed, a hearing shall be given, before the appointing authority, within five days after receipt by the appointing authority of such request.

Whenever a hearing is given hereunder, the appointing authority shall give the person suspended a written notice of the decision within seven days after the hearing.

A person whose suspension under this section is decided, after hearing, to have been without just cause, shall be deemed not to have been suspended and shall be entitled to compensation for the period for which they were suspended.

A person suspended under this section shall be automatically reinstated at the end of such suspension.

3. The appointing authority shall not be barred from taking action pursuant to the first paragraph of this Article for the same specific reason(s) for which a suspension was made under this section.
4. Any hearings pursuant to this Article shall be public if either party files a written request that it be public. The person who requested the hearing shall be allowed to answer personally or by counsel any of the charges which have been made against them. If it is the decision of the appointing authority, after hearing, that there was a just cause for an action taken against the person pursuant to either of the above methods of suspension, such person may appeal to an arbitrator as provided for in Article VIII excepting that the time periods shall be those as established herein.

5. Saturdays, Sundays, and legal Holidays shall not be counted in the computation of any period of time specified in this Article.
6. Hearings before the Arbitrator.

If a person is aggrieved by a decision of the appointing authority made pursuant to this Article, they shall, within ten days after receiving written notice of such decision, appeal, in writing, to an arbitrator as provided for in Article VIII.

If the arbitrator, by a preponderance of the evidence, determines that there was just cause for an action taken against such person, they shall affirm the action of the appointing authority.

Otherwise, they shall reverse such action and the person concerned shall be returned to their position without loss of compensation or other rights; provided however, that, if the employee, by a preponderance of the evidence, establishes that said action was based upon harmful error in the application of the appointing authority's procedure, an error of law, or upon any fact or conduct on the part of the employee not reasonably related to the fitness of the employee to perform their position, said action shall not be sustained and the person shall be returned to their position without loss of compensation or other rights. Any hearing pursuant to this section shall be public if either party so requests in writing.

The person who requested the hearing shall be allowed to answer personally or by counsel any of the charges which have been made against him/her.

Saturdays, Sundays, and legal Holidays shall not be counted in the computation of any period of time specified in this section.

The arbitrator, in exercising authority hereunder, shall be governed by the just cause standards of General Laws, Chapter 31, Sections 41 through 45, and shall be governed by any court rulings, Civil Service determinations, or Division of Administrative Law Appeals decisions, in that order, as they relate to General Laws, Chapter 31, Section 41 et seq.

7. The provisions of this Article do not apply to probationary employees, nor do they apply to an employee otherwise covered under the tenure and hearing provisions of General Laws Chapter 31; nor do they apply to an abolition of position or layoff due to budgetary reasons.
8. The disciplinary procedure, and specifically grievance and arbitration, shall apply to grievances relating to oral or written reprimands given to employees by a department head, subordinate to a department head, or the Mayor.

ARTICLE VIII **GRIEVANCE PROCEDURE**

1. Any contract dispute, grievance or difference which may arise between the parties during the term of this Agreement, solely regarding the application, meaning or interpretation of this Agreement, and which is not otherwise controlled by the laws of the Commonwealth of Massachusetts, shall be adjusted in accordance with the following procedure. This procedure, hereinafter called the Grievance Procedure, shall be informal and confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual agreement of the parties.

2. The following is the procedure to be followed:

Step 1 - The Union, through its grievance committee, shall submit such grievance in writing to the head of the employee's department within fifteen (15) business days of the incident or event forming the basis of the grievance, setting forth the nature of the grievance. A copy must be provided to the Director of Human Resources. Within eight (8) working days after the department head has received such grievance, they shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

Step 2 - If the grievance is not resolved to the satisfaction of the Union by the department head within five (5) working days after such meeting, the Union may submit such grievance, in writing, within seven (7) working days thereafter, to the Mayor and Director of Human Resources. Within fourteen (14) working days after, the Mayor or Director of Human Resources, shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

Step 3 - If such grievance is not resolved to the satisfaction of the Union within five (5) working days after such meeting, the Union may, within twenty (20) working days of an adverse decision, or the failure of the Mayor to act, request arbitration of the dispute. The Massachusetts Board of Conciliation and Arbitration shall conduct the arbitration, or the American Arbitration Association and their decision shall be final and binding upon the parties. The cost of the Arbitrator is to be split evenly between both parties.

3. The Arbitrator shall issue the ruling solely interpreting the contract and specifically does not have authority to reinterpret or expand beyond the terms of the contract as applicable to the grievance.
4. Notwithstanding any contrary provisions of this Agreement, the following shall not be subject to the grievance/arbitration provisions of this Agreement: Any matter which is subject to the exclusive authority or control of the Mayor.
5. The decision of the Arbitrator shall be final and binding on the parties except that the Arbitrator shall make no decision which alters, amends, adds to, or detracts from this Agreement.
6. The discipline or discharge of a probationary employee shall not be subject to arbitration under this Agreement.
7. The discipline or discharge of a tenured employee (that is one having completed probationary period) shall be subject to arbitration as specified under Article VII, Disciplinary Procedure.

ARTICLE IX CONSULTATION

1. Representatives of the Union may meet with the Mayor or designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged by the Union and the Mayor no less than five (5) days before the scheduled date of the meeting. Nothing contained herein shall prevent the Mayor or designee and the Union from meeting on a less frequent basis by mutual agreement.

2. Nothing contained herein shall prevent the Union from consulting with the Mayor or designee at any time if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

ARTICLE X NO STRIKE

The Union and its members covered by this Agreement shall not engage in, induce, or encourage any strike, work stoppage, slowdown, sick-outs or withholding of services. The Union agrees that neither it, nor any of its officers or agents, will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, sickouts or withholding of services during the terms of this Agreement.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, sickouts or withholding of services, the Union shall, forthwith, publicly disavow any such strike, work stoppage, slowdown, sickouts or withholding of services.

ARTICLE XI MANAGEMENT RIGHTS

The City of Methuen and the Mayor, through the various department heads, shall retain all the rights and authority it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the administrative and other functions of the employees in the Association and to determine methods and means by which the functions are to be carried on and to direct the members of the various departments in any manner which, in its opinion, is in the best interest of the Inhabitants of the City.

ARTICLE XII 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 |
| Good Friday (Eff. 7/1/15) | Thanksgiving Day |
| Patriots' Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Juneteenth | Christmas Day |
| Independence Day | |

If Christmas falls on a Thursday, the following Friday will be treated as a holiday.

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.

ARTICLE XIII
 HOURS OF WORK AND OVERTIME

1. The workweek for members of the Union shall be as follows:

| GROUP | WORK WEEK |
|---------------------------------------|-----------|
| Clerical, Nurse, Sr. Engineering Aide | 35 hours |
| Custodians and ACO/Inspector | 40 hours |

2. The term "worked" or "work" shall be included in the calculation of the thirty-five (35) or forty (40) hour sick leave, vacation, compensatory time and other authorized leave.

3. Hours of work- The City and the Union agree to the following work schedule:

- a. The work schedule will consist of Monday through Thursday 8:00 a.m. to 4:30 p.m. (45-minute unpaid lunch period). Friday's workday shall be from 8:00 a.m. to noon.
- b. Vacation, sick leave, and personal day usage shall reflect the actual time used, i.e., a Friday will be 4 hours; the normal workday would be 7.75 hours.
- c. The work schedule in subsection a, shall not apply to DPW- cemetery employees and employees in elder services.

The custodian's hours will become as follows: First shift- 6:00 a.m. to 2:30 p.m. and second shift- 2 p.m. to 10:30 p.m.

- d. Animal Control Officer/Inspector (1) Monday through Friday 6:30 a.m. to 3:00 p.m.

Outside the normal working hours of the Animal Control Officer position, part-time outside contractors may be used provided that the Animal Control Officer has been called to perform the work prior to calling the contractor, and the Animal Control Officer is unavailable to respond to the call.

- e. Water Distribution Shop schedule shall be Monday through Thursday 7:30 a.m. to 3:30 p.m., and Friday from 7:30 a.m. to 1:30 p.m.
- f. Cemetery schedule shall be Monday and Wednesday from 7:00 a.m. to 3:00 p.m., Tuesday and Thursday from 7:00 a.m. to 3:30 p.m., and Friday from 7:00 a.m. to 12:00 p.m.
- g. Elder Services shall work thirty-five (35) hours, with schedule to be at the discretion of the Director of Council on Aging.

4. Call-back Pay. Any employee who has left their place of employment and is recalled to work by the department head or their designee prior to the next normal shift will be paid for a minimum of four (4) hours at the rate of time and one-half; provided further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to their residence

within the four (4) hour minimum guarantee may be called back for additional emergency or overtime without an additional four (4) hour minimum work guarantee if within the four (4) hour original call. It is the purpose and intent of this section to assure an employee of at least four (4) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call backs within the four (4) hour minimum guarantee period. For the purpose of this section, a "call back" occurs at any time after an employee has left the building after the completion of their normal workday.

5. Any employee who works beyond the normal hours, at the request of the department head or their designee, shall be eligible for overtime pay at a rate of time and one-half (1.5) or compensatory time for all hours worked beyond forty (40) hours in any single workweek, or eight (8) hours in any single workday. Method of compensation shall be established between the department head and the employee prior to the hours being worked.
6. Election Clerks working during an election shall be paid overtime (instead of compensatory time) for all hours worked beyond forty (40) hours in any single workweek or eight (8) hours in any single work day.
7. Employees will be paid at a rate of two-times their regular rate for all hours they are required to work on Sunday as required by the Department Head.
8. The Parties agree to a trial program whereby for a period of six (6) months, City Hall will be open one (1) night per week, staffed on a rotating basis (schedule of which to be determined by the Department Head). This program shall not affect the number of total hours worked per week.

ARTICLE XIV **BEREAVEMENT LEAVE**

Emergency leave up to five (5) working days may be allowed for death in an employee's immediate family (spouse, father, domestic partner, mother, child, stepchild, brother, sister); three (3) days may be allowed for mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, step- grandchildren, and great grandparents; and two (2) days for the death of an aunt, uncle, niece, and nephew and first cousins. At the discretion of the Mayor, this can be extended to seven (7) working days for out of city deaths.

ARTICLE XV **SICK LEAVE**

All employees of the City who are members of the bargaining unit will be granted fifteen (15) days sick leave per year and shall be allowed to accumulate a total of two hundred forty (240) days. An employee shall be allowed to use some or all of the entitlement for family emergency or illness situations. Notice shall be given as soon as possible of the emergency.

An employee shall furnish a medical provider's certificate to the head of their department if they have been on sick leave for more than three (3) days; the certificate to be furnished on return of the employee to work.

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 day above that limit which would have been accrued, an amount equal to One Hundred-Fifty Dollars (\$150.00); said amount to be paid annually as of June 30th of each fiscal year.

Upon separation for any reason other than just cause termination, an employee will be compensated for unused accumulated sick leave on the basis of 50% of its value, up to a maximum of \$20,000.

In the instance where an employee does not utilize all personal leave under Article XVI, the employee may roll the personal leave into sick leave on a one-to-one basis.

Employees will be allowed to use sick time in increments of hourly half-days or full days as may be approved by the department head.

ARTICLE XVI PERSONAL LEAVE

A personal leave of thirty-five (35) hours shall be granted each year for the use of members of the Union assigned to a thirty-five (35) hour workweek for personal business. A personal leave of forty (40) hours shall be granted for the use of members of the Union assigned to a forty (40) hour workweek. For personal business. Said granted personal leave shall, as to the specific day, be upon the approval and at the discretion of the department head. However, the employee shall have the right to use such leave in increments of hourly time, half-days, or full days as may be approved by the employee's department head.

ARTICLE XVII IN-SERVICE TRAINING

The parties agree, in principle, with the need for in-service training programs to improve productivity and it is agreed that such training shall be approved by the department head and Mayor, and upon such approval, the City shall provide for tuition expenses related thereto, and will provide for necessary time off for such training without loss of regular pay. This shall be contingent upon funds being available.

ARTICLE XVIII VACATION

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

Less than one (1) year:
As per personnel ordinance.

One (1) year permanent full-time employment:
Ten (10) working days' vacation.

Five (5) years permanent full-time employment:
Fifteen (15) working days' vacation.

Ten (10) years permanent full-time employment:
Twenty (20) days working days' vacation.

Fifteen (15) years permanent full-time employment:
Twenty-five (25) working days' vacation.

Sixteen (16) years permanent full-time employment:
Twenty-six (26) working days' vacation.

Eighteen (18) years permanent full-time employment:
Twenty-seven (27) working days' vacation.

Twenty (20) years permanent full-time employment:
Twenty-eight (28) working days' vacation.

Thirty (30) years permanent full-time employment:
Thirty (30) working days' vacation.

The individual employee may, with the prior written 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, in that subsequent year, one vacation week must be the first week which the employee uses for vacation purposes; and further provided that, if for any reason the first week is sold back to the City, it shall be sold back at the rate effective in that previous fiscal year. Should any of the second weeks' time carried forward not be used within the carryover year, such time shall be lost without compensation.

Vacation time must be requested at least 48 hours in advance, in writing, to the Department Head or designee for approval. In cases of emergency situations, this may be waived per the Department Heads approval.

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.

Nothing in this Article shall be interpreted to indicate that the one (1) week vacation, which must be used, is satisfied using the vacation carry-forward as provided for above.

An employee will be allowed to use vacation time in hourly, half-days or full days as may be approved by the employee's department head.

ARTICLE XIX DISCRIMINATION

- A. There shall be no discrimination by the Employer or its agents against any employee because of his/her 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 Section 178F of Chapter 149 of the General Laws as amended.
- B. In accordance with Section 504 of the Rehabilitation Act of 1983 and 31 U.S.C. 6702 et seq., 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 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. It defines the rights of individuals with disabilities to participate in, and have access to, program benefits and services.

- C. 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.

ARTICLE XX VACANCIES

When a position covered by this agreement becomes vacant or is created and is intended to be filled, said position would be posted on bulletin boards (including at least one in City Hall, the Police Department, Central Fire Station and the Water Distribution Plant, if any) for all employees to see. Such posting shall include the pay, hours and duties required. The posting will remain up for five (5) business days. All minimally qualified applicants will be interviewed.

ARTICLE XXI PROBATION PERIOD

1. New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment.
2. The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months.

3. During the new hire probationary period, an employee may be disciplined or terminated without recourse to the Grievance and Arbitration Procedures provided herein.
4. The City's Human Resources Department shall notify the Union of new hires of employees covered by this Agreement within thirty (30) days of the hiring date.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

1. Bulletin Boards

There shall be bulletin boards posted in conspicuous places where employees normally report for work. Announcements, which shall first have been initialed by the Mayor or designee of the City of Methuen, may be posted on such boards, together with announcements of the Employer; all parties agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. Access to Premises

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 93, and/or Local 3699 to enter the premises during working hours for individual discussion of working conditions with employees, but only with the approval of the department head, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

3. Mileage Allowance

All individuals utilizing their private vehicle as required by the City will receive a per mile rate equal to the "federal rate", i.e. the rate set for income tax purposes.

4. Part Time Employees

Part time employees shall be entitled to receive pro-rated benefits on the basis of the number of hours they work applied in percentage against the regular full-time workweek of thirty-five hours.

5. Insurance Advisory Committee

The Mayor shall in accordance with statute maintain an active insurance advisory committee. The union will have one representative from Unit A and one from Unit B.

6. Fridays shall be dress down days for all employees except for uniformed employees.

Employees shall be allowed to wear casual clothing, excluding jeans and shorts, provided said clothing is free of stains and rips.

7. Effective July 1st, 2007 the City of Methuen agrees that the ACO/Inspectors will not be called after working hours unless the department head has been notified first. If the department head cannot be reached, then an ACO/Inspector will be called.
8. Seniority/Promotions/Transfer: If a bargaining unit member is promoted or transferred out of the bargaining unit and is subsequently returned at a later date to the bargaining unit, the employee's seniority as far as vacation, sick and longevity will remain intact. However, for the purposes of seniority, in the event of layoffs, said member must have worked two (2) years consecutively after their return to the union before seniority status is restored. If a non-union City employee enters the bargaining unit, their seniority concerning sick, vacation and longevity will remain intact. However, for the purpose of a layoff within the bargaining unit, the employee's status will be counted from the day he/she enters the bargaining unit.
9. In the event of a layoff, a senior employee will have bumping rights over a junior employee with the same number of weekly hours, and whose work is able to be performed by the senior employee.
10. The Animal Control Officer is under the supervision of the Methuen Police Department.

11. Essential Personnel

In the event of a State of Emergency, as declared by the President of the United States, or the Governor of the Commonwealth of Massachusetts, which closes government offices to the public, all personnel required to work as essential personnel will be paid at a rate of one and one-half (1.5) times their normal rate for all hours worked during the emergency closure. Any such closure may be lifted by the Mayor should the building be reopened in any capacity.

12. 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.

13. The Parties agree to review and evaluate all "Clerk II" positions through appropriate process to assess whether any current "Clerk II" positions should be reclassified to "Clerk III" positions.

ARTICLE XXIII

CAREER INCENTIVE

Employees who have completed five (5) years of full-time service shall receive an annual career incentive payment equal to two tenths of one percent (2/10 of 1%) their base pay multiplied by the number of years of service. The Employee shall receive annually, on the anniversary date of employment, their career incentive payment. Employees who have completed twenty-five years of full-time service shall receive a career incentive payment equal to three tenths of one percent (3/10 of 1%) of their base pay multiplied by the number of years of service. Effective July 1, 2016, the .003 shall increase to .00375. Career incentive shall be added to the annual salary for the year involved for retirement purposes. No deductions from

career incentive, except for retirement, shall be made from the payment unless requested by the employee or required by law.

Any new employee hired after July 1, 2012 will not be eligible for career incentive.

ARTICLE XXIV INSURANCE DEDUCTIONS

There shall be deductions each pay period of all health and insurance premiums in accordance with the present, and any future, health carrier agreement with the City of Methuen.

The current percentage paid by the City shall remain in effect for the term of this Agreement.

ARTICLE XXV LIABILITY INSURANCE

The City shall provide adequate liability insurance coverage for Nurses employed by the City.

ARTICLE XXVI CLOTHING ALLOWANCE

The City will provide eligible members a prepaid credit card to purchase necessary clothing and grant up to \$600 per eligible member per year. Members must submit detailed receipts, within 30 days, to the Chief Administrative Financial Officer to reconcile purchases.

ARTICLE XXVII DUES, SUBSCRIPTIONS AND MEMBERSHIPS

Whenever, and at such time as the Mayor shall request of department heads, a listing of departmental needs for dues, subscriptions, and memberships for the forthcoming fiscal year, said department heads shall transmit a copy of said request to each individual member, provided, however, that this Article shall not be construed as requiring the department heads, or the Mayor to provide a budgetary item for said dues, subscriptions and memberships.

ARTICLE XXVIII INCLEMENT WEATHER CLOSINGS

In the instance where the Mayor shall close City Hall due to inclement weather, then all members of the Union working at the Police Department, Fire Department and Cemetery shall additionally be released, provided that the department head determines that they are not, at that time, considered essential personnel to remain working.

ARTICLE XXIX
RESIDENCY REQUIREMENT

Any employee covered by this agreement can reside outside of the Commonwealth of Massachusetts.

ARTICLE XXX
RIGHTS AND PRIVILEGES

Any privileges and rights presently existing under the City Ordinance and not specifically referred to in this Agreement will continue by mutual agreement for the duration of the Agreement.

ARTICLE XXXI
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 XXXII
COMPENSATORY TIME

Compensatory time when earned must be used within sixty business days. In the instance where a department head denies usage per the employees' request, the union may seek the Mayor's determination to grant such time. The Mayor shall intercede with a department head if necessary and requested to insure proper allotment of compensatory time.

An employee shall have the right to use compensatory time in increments of hourly, half days or full days, upon notice to the department head.

Employees who work a thirty-five hour per week schedule shall, when they work more than thirty-five hours in a calendar week, accrue compensatory time at a rate of time and one-half. This time, however, shall be maintained separate and non-monetary compensable and shall be kept in records apart from time worked over forty hours. Compensatory time may only be accrued upon the prior approval of the department head and detail records must be sent to the Human Resources Office for proper recordkeeping of time earned and used. At no time will compensatory time be granted if the project/work could have been completed during the regular workday/workweek unless otherwise approved by the Department Head.

It is recognized that present municipal policy provides compensation rather than compensatory time for custodians. While that policy shall remain in effect, the Mayor agrees that, if no overtime situation would arise as a result of compensatory time usage by the custodians, the employee shall endeavor and make reasonable effort to allow compensatory time usage in lieu of overtime.

ARTICLE XXXIII

WAGES

Effective July 1, 2024 (FY25), there will be a one-time salary reclassification of +\$2.00/hour to every position in the union. See Appendix B.

Effective 7/1/24 (FY25), the wage scale and all employee rates shall receive a cost of living adjustment of 0%.*

Effective 7/1/25 (FY26), the wage scale and all employee rates shall receive a cost of living adjustment of 3%.

Effective 7/1/26 (FY27), the wage scale and all employee rates shall receive a cost of living adjustment of 3%.

Effective July 1, 2024 (FY25), the following step increases shall be added to the wage and salary schedule. Steps will be added on the employee's anniversary date with the City as outlined below. Proposed steps will be added after the current maximum level on the salary scale for years served with the City. These steps shall also apply to the Public Safety/Municipal Communication Officer and Community Engagement Specialist position(s). The steps will be as follows:

| | |
|-----------------------------------|-----------------------------------|
| Maximum Step +5 Years Completed: | \$1,000 more than Maximum Step |
| Maximum Step +10 Years Completed: | \$500 more than the previous step |
| Maximum Step +15 Years Completed: | \$500 more than the previous step |
| Maximum Step +20 Years Completed: | \$500 more than the previous step |
| Maximum Step +25 Years Completed: | \$500 more than the previous step |
| Maximum Step +30 Years Completed: | \$500 more than the previous step |

Any employee whose regularly scheduled workday begins at 1:00 P.M or after will receive a 5% night differential.

Any employee who is assigned, in writing, by the Mayor or by a person authorized to grant an out-of-class assignment, may receive the higher classification of pay for a job worked at the higher classification for all hours worked, only when pre-approved in writing by the Department Head.

Police Department Employees (Non-Sworn Civilians): The Parties agree that if any other civilian bargaining unit member gets an accreditation stipend new to this collective bargaining agreement cycle (FY25-27), the Union and the City will reopen the wage provision of this Agreement to discuss an accreditation stipend for non-sworn civilian police department employees belonging to this Union.

ARTICLE XXXIV

PERFORMANCE EVALUATION

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

- a) the new date for the form and process completion has been set for June 1st of the current year.
- b) a committee of two from the union will be provided a ten-day review and comment period as to the form;
- c) salary increases will not be tied to the performance evaluation form; and
- d) 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 unit A upon a member of unit A.

ARTICLE XXXV FMLA (FAMILY MEDICAL LEAVE ACT) LEAVE

The City agrees to provide a policy to the Union employees of Local 3699 establishing FMLA leave. The City, while reserving its right to command leave to the extent it is authorized under law, will also provide the employees, at employee's option, the ability to use leave as follows:

For the employee 's own personal illness, utilized progressively as follows: sick leave until exhausted; compensatory time until exhausted; personal days until exhausted; and then vacation days. The employee may request and use the same in block increments of hourly and one-half days.

As to a family member of the employee, within the meaning of FMLA, and having a serious health condition also within the meaning of FMLA which is certified and proven by a physician, thus entitling the employee to leave under FMLA, such employee may, in accordance with the policy guidelines, use in descending order, in hourly and one-half day increments, vacation, compensatory time and then personal time. Sick leave may be utilized at the discretion of the Mayor or designee, for an absence caused by a serious health condition of the employee's family member under FMLA guidelines once all other accrued time is exhausted.

ARTICLE XXXVI DURATION

This Agreement between the City and the Union shall become effective on the first day of July, 2024, and remain in effect until the thirtieth day of June, 2027, and shall be continued unless the City or the Union gives written notice to the other that it desires to amend or terminate this Agreement. Such written notice shall contain a draft of any proposed amendments and negotiations to be entered into within thirty (30) days after said notification. During the negotiations of such proposed amendments, the terms of this Agreement shall remain in full force and effect until such time as a new Agreement 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.

ARTICLE XXXVII

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.

ARTICLE XXXVIII BI-WEEKLY PAYROLL AND DIRECT DEPOSIT

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

ARTICLE XXXIX GPS

The Parties agree that any and all City vehicles used by members of AFSCME shall be outfitted with a GPS device. Information from the GPS shall be the subject of passive monitoring. This language shall be renegotiated in the next collective bargaining agreement.

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 26th day of July, 2024.

CITY OF METHUEN

By: 
Neil Perry
Mayor

LOCAL 3699, AFSME, AFL-CIO
METHUEN INSPECTORS
EMPLOYEES UNIT (AFSCME A)

By: 
Jessica Kalil
President
By: 
Therese Cooper, for the Union

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.

Appendix A-1



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.