

RECEIVED
MAY 11 2021
MAY 11 2021
MAY 11 2021

AGREEMENT

BETWEEN

THE CITY OF NEWBURYPORT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93, LOCAL 939

JULY 1, 2021 - JUNE 30, 2024



Table of Contents

Preamble		1
Article I	Recognition	1
Article II	Discrimination & Coercion	1
Article III	Union Dues, Costs & Fees	2
Article IV	Grievance & Arbitration	3
Article V	Work Week	4
Article VI	Job Posting & Bidding	8
Article VII	Seniority	9
Article VIII	Overtime	10
Article IX	Vacations	11
Article X	Holidays	14
Article XI	Jury Pay	15
Article XII	Sick Leave	15
Article XIII	Bereavement Leave	17
Article XIV	Miscellaneous	18
Article XV	Health & Welfare	20
Article XVI	Wage & Classification	21
Article XVII	Night Differential	22
Article XVIII	Longevity	22
Article XIX	Clothing and Tool Allowance	23
Article XX	Discipline & Discharge	26
Article XXI	Schooling	27
Article XXII	Management Rights	27
Article XXIII	Duration	28
Appendix A	Wage and Classification	A
Appendix B	Wage scale	B
Appendix C	Customer Service Policy	C
Appendix D	Job Descriptions	D
Appendix E	PEC Agreement	E
Appendix F	Licenses	F
Appendix G	Heat Index	G

AGREEMENT

BETWEEN

THE CITY OF NEWBURYPORT

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO STATE COUNCIL 93, LOCAL 939

This agreement entered into by the City of Newburyport, hereinafter referred to as the EMPLOYER and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 939, hereinafter referred to as the UNION, has 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.

ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all employees of the City of Newburyport, excluding all Department Heads, Administrative Assistant to the Assessor; Assistant Assessor; Assistant Treasurer; Administrative Assistant to the Auditor; all employees of the Clerk's Office (Admin. Secretary; Parking Clerk and Assistant Clerk), Appointed Officials, Executive Secretary to the Mayor. Included among the positions represented by the UNION the full-time dispatchers and the Dispatchers Supervisor, but excluding all part-time dispatchers. Assistant Superintendent Water, Assistant Chief Operator Waste Water, and General Foreman Highway are also excluded.

The EMPLOYER will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this agreement.

ARTICLE II - DISCRIMINATION AND COERCION

The parties to this agreement agree not to discriminate against any employee because of any criteria established and prescribed by any Massachusetts State or Federal Law, or any regulation promulgated pursuant thereto.

There shall be no discrimination by agents of the EMPLOYER against any employee because of his/her activity or membership in the UNION. The EMPLOYER further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement.

ARTICLE III – UNION DUES, COSTS AND FEES

- A. 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]

- B. 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 nonmember'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]

- C. The employer agrees to deduct from the wages of any employee who voluntarily becomes 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.]

- D. 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)]
- E. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, without limitation, attorney's fees, which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the provisions of this Article.

ARTICLE IV - GRIEVANCE & ARBITRATION

A grievance is defined as a dispute concerning the interpretation or application of an express provision of this agreement and shall be settled in the following manner:

Informal Resolution - The informal resolution of grievances, on a non-precedential basis, is encouraged.

- Step 1: The Union Steward or Representative, with or without the aggrieved employee must file a written grievance with the Department Head within fourteen (14) calendar days of the act or omission giving rise to the grievance or the date the grievant had reason to know of such act or omission, whichever is later. The Department Head shall attempt to adjust or settle the matter and shall in any event respond in writing within ten (10) calendar days of receipt of the grievance.
- Step 2: If the grievance still remains unsettled it shall be presented to the Mayor in writing within ten (10) calendar days of the answer to Step 1. The Mayor will have a hearing on the grievance within ten (10) calendar days of the receipt of the grievance and shall respond, adjust or settle the matter in writing within ten (10) calendar days from the date of the hearing.
- Step 3: In the event that the grievance remains unresolved, after having been processed through the first two steps of the grievance procedure, either party may, within fifteen (15) working days after the reply of the Mayor, by written notice to the other party request Conciliation. Conciliation services will be performed by the Massachusetts Board of Conciliation and Arbitration.
- Step 4: If the grievance remains unresolved after conciliation, either party may within thirty (30) working days after the termination of conciliation by written notice to the other party request Arbitration.

It is understood and agreed that the right to invoke conciliation and arbitration is limited to the Union, not an individual employee.

The Arbitration proceedings shall be conducted by an arbitrator to be settled by the EMPLOYER and the UNION within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, the Massachusetts Board of Conciliation and Arbitration, 119 Staniford Street, Boston, MA 02114, shall be requested by either or both parties to provide and Arbitrator to settle the grievance. Both the EMPLOYER and the UNION shall be entitled to one peremptory challenge to any Arbitrator appointed.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the Arbitrator's services and proceedings, if any, shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record and make copies available without charge to the other party and to the Arbitrator.

Grievances involving disciplinary action shall be processed beginning at Step 2. The decision rendered by any Arbitrator shall be confined to the scope of the Agreement and shall not infringe upon any right vested to the employer by statutory authority.

The parties may by mutual agreement in writing extend the time limits referred to in this Article. Otherwise the time limits stated are mandatory on both parties.

ARTICLE V - WORK WEEK

The workweek shall consist of five (5) eight (8) hour days, and shall comprise a forty (40) hour week guaranteed.

Employees covered by this Agreement who do not work a forty (40) hour week shall maintain the current schedule, i.e. Clerical Library employees.

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

A. Water, Sewer, & Highway

Employees of the Water Division, Sewer Division, and Highway Division shall have a weekly schedule of Monday through Friday.

1. The Highway Division hours of work shall be from 7:00 AM to 3:00 PM with a fifteen (15) minute coffee break starting at 9:00 AM and a twenty (20) minute lunch break from noon to 12:20 PM. The exact time for both coffee and lunch breaks will be flexible, but the length of the breaks is fixed. There shall be a twenty (20) minute end of day clean up from 2:40pm to 3:00 or by scheduled finish of day (change of clothes, boots, wash up, etc.)
2. The Water Division hours of work shall be from (first shift) 7:00 AM — 3:00 PM, (second shift) 3:00 PM - 11 PM, (third shift) 11 PM 7:00 AM. There shall be a twenty (20) minute lunch break and a fifteen (15) minute coffee break. The exact time for both coffee and lunch breaks will be flexible, but the length of the breaks is fixed. There shall be a twenty (20) minute end of day clean up (change of clothes, boots, wash up, etc.)
3. The Sewer Division hours of work shall be from 7:00 AM 3:00 PM. There shall be a twenty (20) minute lunch break and a fifteen (15) minute coffee break. The exact time for both coffee and lunch breaks will be flexible, but the length of the breaks is fixed. There shall be a twenty (20) minute end of day clean up (change of clothes, boots, wash up, etc.).
4. During the Spring, Summer, and Fall Seasons all employees, including construction crews, mowing crews, hot top crews, leaf cleanup crews, etc., and their foreman will make every effort to remain at their job sites and not return to the DPS barn for breaks. Employees shall bring their food and beverage to the job site. One individual may be sent to pick up minor food/beverage items prior to break. Delays in purchasing food/beverage shall not be cause for extended breaks. Management will closely monitor break times and locations. This policy may be relaxed during the Winter Season (December through the end of March) as per the current practice. Employees assigned to trash pickup shall be exempt from the above and allowed to return to clean up before handling their personal food items.

B. City Hall

All employees of City Hall shall work: Monday, Tuesday, Wednesday 8:00 AM to 4:00 PM,

Thursday 8:00 AM to 8:00 PM, and Friday 8:00 AM to 12:00 PM. Employees who elect to take a Friday work day as a vacation or personal day shall leave work at 4:00 PM Thursday and shall be charged for one full vacation or personal day, as the case may be.

C. Fire Dispatchers/Police Dispatchers

1. Fire Dispatchers workweek will consist of a forty-four (44) hour workweek that consists of twenty-four (24) hours on followed by twenty-four (24) hours off, followed by twenty-four hours on. Employees will be granted five (5) consecutive days off, repeating the above on an eight (8) day cycle.
2. One fire dispatcher will be assigned to each firefighter group at the direction of the Fire Chief.
3. Uniforms for Fire Dispatchers will be worn at the discretion of the Fire Chief.
4. When the Fire Department desk shift becomes vacant, first option to work goes to all other Fire Dispatchers within the bargaining unit and then at the Chief's discretion the position will be filled.
5. The normal workweek for Police Dispatchers will be based on a 4 and 2 schedule. The normal workweek for a Police Dispatch Communications Coordinator, in agreement with the Marshal and the Union may be assigned to a 5 and 2 schedule. The Marshal can make administrative schedules necessary for effective management. The Marshal reserves the right to periodically review any administrative schedules to ensure that they are keeping with the efficient management of dispatch scheduling. The Police Dispatch Communications Coordinator shall be responsible for administrative responsibilities including, but not limited to, 911 reporting, CJS reporting, and training for all dispatchers.
6. The parties agree to continue the current police dispatch work shifts of 8:00 AM to 4:00 PM, 4:00 PM to 12:00 AM, 12:00 AM to 8:00 AM. Selection of shifts shall be chosen by seniority.
7. Vacation, holiday, sick day, personal day and funeral leave benefits for Police and Fire Dispatchers are the same as for the rest of the bargaining unit except that one (1) day equals the equivalent day/evening shift assignment of each and the pay accordingly.
8. Overtime will be paid when a dispatcher exceeds his/her normal shift hours in any given day or any shift worked after the employee's regular straight time shift, i.e. anything over four (4) twelve-hour shifts in one rotation for a police dispatcher and anything over the forty-four (44) hour shift in one rotation for a fire dispatcher.

D. Library Hours

1. Each full-time library employee shall work a thirty-five (35) hour week.
2. The library hours of operation shall be as follows:
9:00 AM to 9:00 PM Monday through Thursday
9:00 AM to 5:00 PM Friday and Saturday

The Library will be closed the Saturday of Memorial Day weekend and the Saturday of Labor Day Weekend.
3. Substitutes: A substitute list may be started and maintained (these are not regular staff members). The Head Librarian may draw from the list, as he/she deems appropriate.
4. Library employees shall be assigned to new times of work on a voluntary basis, should there be no volunteers employees will be assigned on a rotating basis by inverse seniority.

E. Council on Aging Van Drivers

The normal work hours for Council on Aging Van Drivers shall be as follows:

8:00 AM to 4:00 PM Monday through Friday

F. Parks Department Laborers

The normal work hours for Parks Department Laborers shall be as follows:

8:00 AM to 4:00 PM Monday through Friday

G. Miscellaneous

1. Employees who report sick on Friday shall be charged for one (1) full sick day. Sick leave will be taken on EMERGENCY ONLY basis on Friday and will be closely monitored by supervisors. City Hall employees who call in sick on Fridays shall be charged four (4) hours of sick time.
2. Special schedules existing at the signing of this Agreement shall be maintained.

3. Any changes in any of the aforementioned schedules shall be mutually agreed upon by the EMPLOYER and the UNION.
4. The system of rotation of Saturday and Sunday call-in shall be mutually agreed upon by the EMPLOYER and the UNION.
5. The EMPLOYER will retain the option of working or not working employees in the Department of Public Works more than eight (8) hours in one day as per present practice.
6. Clerical workers shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.
7. In the event of a decision by the City to delay the opening, early closing, or full closing due to severe weather, loss of power or heat, disaster, or other unforeseen emergency, employees on the schedule to work that day shall be paid. When possible employees who have the ability to work remotely may be required to do so consistent with the City's Remote Operating Procedures, however if the employee is unable to work remotely due to the type of work assigned, or technology constraints they will still be paid for their scheduled time.

If an employee scheduled to work is not able to get to their primary workplace due to inclement weather on a day when the workplace is open, i.e. the City has not made the decision to alter the operating hours, the employee who cannot report to work shall use vacation, personal, or compensatory time to account for their absence.

ARTICLE VI - JOB POSTING & BIDDING

Section 1

- A. When a position covered by this Agreement becomes vacant, or is created, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for ten (10) calendar days. Within ten (10) calendar days of expiration of the posting period, the employer will award the position to the most senior applicant qualified.
- B. The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to the old position and rate. The employee may also, at his/her discretion opt to return to his/her former position at any time within this 90 day probationary period, by giving formal notice to his/her supervisor and the Human Resources Department of his/her intention to do so.

The employee returning to his/her position shall have bumping rights if that position has been filled.

- C. All action is subject to Affirmative Action Rules and Regulations. If it is mutually agreed between the parties that no applicant is qualified the employer may fill the position from outside the bargaining unit.

Section 2

Notwithstanding any contrary provision of Article VII or of Section 1A of this Article, the EMPLOYER shall have the right to select the best qualified applicant for positions and promotions, with seniority acting as a tie-breaker if the qualifications of more than one candidate, as determined by the employer, are deemed to be equal. An applicant more senior to the person selected shall, upon request, be entitled to receive a statement of specific reasons for the selection. If not satisfied with the reasons, the employee may file a grievance at the Mayor's level. The Mayor's decision shall be final and therefore not subject to arbitration. This Section 2 shall be effective for personnel actions taken on and after January 1, 2000.

Section 3

Upon approval of the Union, the City shall have the option to negotiate with prospective replacements with relevant experience, a starting annual wage based on the hiring range not to exceed Step 4 of the pay grade. If the city chooses to exercise this option, it shall also review all employees hired within the same job title within the past three (3) years, evaluate their training and experience, and make pay scale adjustments where necessary upon approval of the Union. Upon approval of the Union, the newly hired replacement shall receive the same negotiated across the board increases as other unit employees.

ARTICLE VII - SENIORITY

The length of service of the employee in the bargaining unit shall determine the seniority of the employee.

The principle of seniority shall govern and control in all cases of promotion within the bargaining unit, transfer, or increase of the working force, as well as preference in work assignments and choice of vacation period.

In the case of a reduction in force the EMPLOYER shall have the right to determine the department and classification of the bargaining unit to be reduced. The EMPLOYER shall notify the employee or employees within thirty (30) days prior to the date of the actual date for layoffs so that the employee or employees shall have adequate time to bump. The EMPLOYER agrees to target the employee or employees with the least amount of bargaining seniority. The affected employee or employees shall have the right to bump the junior employee or employees in the

same classification first no matter in which department they work. The affected employee or employees shall then be allowed to bump down to the junior employee or employees in the next lowest classification so long as they are senior and qualified. This bumping shall continue until the junior employee or employees are laid off. Any employee who bumps shall receive the pay of the position of the bumped employee. Any employee who chooses not to bump or is the last affected employee shall be placed on the recall list. The recall list shall be by seniority. Employees shall be on the recall list for two (2) years and one day from the day of layoff.

Current employees shall have the right to fill vacancies before employees are called on the recall list. Employees on the recall list shall be notified by certified mail to their last known address of a position that they are qualified to fill. Employees shall notify the EMPLOYER in writing within one (1) week, (7 days) of receiving notice whether they accept or decline the position. If they decline they shall be removed from the recall list. If they accept the position they shall have up to three (3) weeks to fill position from the date they accept. If an employee does not respond within the seven (7) day period in writing, then the employee shall be removed from the list. Employees hired off the recall list shall be entitled to bridge their previous time worked for purposes of benefits and seniority except pay. This paragraph shall not take effect until July 1, 1996.

ARTICLE VIII - OVERTIME

- a. Employees covered by this Agreement shall be paid overtime at the rate of one and one half (1 1/2) times their regular rate of pay for authorized work in excess of the normal workday, or in excess of the normal work week and for all hours worked from the end of the employee's normal work day to the beginning of the employee's next normal work day except as follows:

An employee not at work for their full shift because of personal or vacation leave shall not be called for overtime work until all other employees have been offered the opportunity to work said overtime assignments. If at the end of the first eight (8) hours the employee is working hours other than his/her normal work hours, said employee shall be paid at the rate of one and one half (1 1/2) times his/her regular rate of pay until the start of his/her normally scheduled work hours. An employee not at work for a full shift because of sick leave shall not be called for overtime work except in an emergency in which case management can use its discretion.

All work on Sunday shall be paid for at the rate of one and one half (1 1/2) times the employee's regular rate of pay. In no case shall this Sunday work be less than two (2) hours at the prescribed rate of pay.

An employee who regular schedule of work may include a holiday or Sunday shall not be entitled to the time and one half (1 1/2) provision.

The EMPLOYER agrees to compensate for overtime when any time excess of the normal day or workweek is accrued. A Manager or Department Head must order such work, however, or authorize it.

Employees called in to work for an emergency call out on weekdays shall receive a minimum of four (4) hours pay at the premium rate of one and one half (1 1/2) times their straight time rate. In addition, employees called in for an emergency any time after 3:00PM on Friday through 6:59AM Monday, or on a Holiday (Article X) shall receive a minimum of four (4) hours of premium rate. Employees shall be released as soon as the senior DPS personnel on site or incident commander deem the emergency resolved and work completed.

- b. Compensation Time: Employees with prior written approval of the Department Head may elect to have their overtime compensated for by Compensatory Time. If the accrual of Compensatory Time is approved, it shall accrue at the rate of one and one-half (1 1/2) hours for every hour worked over the normal workweek. The maximum amount of Compensatory Time, which may be accrued and used, is forty (40) hours per fiscal year. Employees must submit Compensatory Time Usage Requests to their Department Head in writing. Use of accrued Compensatory Time shall not be unreasonably denied. Employees may not use Compensatory Time during their Departments' peak workload period(s).
- c. Library employees who are scheduled to, or voluntarily attend workshops will receive credit time at straight time.
- d. In the event that the Governor and/or the Mayor declares a state of emergency and the Mayor determines that non-essential personnel are not required to report to work due to a weather related emergency, those DPS employees who are required to work shall be immediately placed on overtime regardless of scheduled hours and shall remain on overtime until the state of emergency ceases or until non-essential employees return to work, whichever occurs sooner.

ARTICLE IX VACATIONS

- 1. Amount of Vacation (For employees hired June 30, 2018 and prior)

All employees who have worked for the EMPLOYER for one (1) year shall receive three (3) weeks vacation (15 days pay).

All employees who have worked for the EMPLOYER for five (5) years shall receive four (4) weeks vacation (20 days pay).

All employees who have worked for the EMPLOYER for ten (10) years shall receive five (5) weeks vacation (25 days pay).

For employees hired July 1, 2018 or later:

Full-time employees shall accrue vacation leave monthly according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
Fewer than 5 Years	15 Days	1.25 Days
5 Years but fewer than 10 Years	20 Days	1.667 Days
10 or more years	25 Days	2.083 Days

The premise of this vacation accrual schedule is a monthly accrual. Employees accrue vacation leave on the first day of each month for the previous month's work. For months where an anniversary date of 5 or 10 years is reached, the monthly accrual shall increase on the first day of the anniversary month. Upon termination of employment, an employee subject to this monthly accrual method shall be paid any accrued, unused vacation leave up to the date of termination.

2. Vacation Scheduling

- A. Department Head shall have the right to establish a reasonable limit, based on department size and operational needs, on the number and classification of employees who may take vacation at any one time.
- B. Reserved Days — Vacation schedules may be posted during May of each year. Employees will be allowed to pick reserved vacation dates for the twelve (12) month period beginning July 1, subject to the limits in sub-section (1). In the first pick, to be concluded by the third week of May, every employee shall be allowed to reserve up to two weeks of vacation by seniority. For the balance of May, additional vacation may be picked, also by seniority.
- C. Floating Days — Vacations not reserved by June 1 under the seniority provisions of subsection (2) above shall be subject to all the following conditions:
 - a. Floating days are allowed subject to the overall limits established under sub-section (1) above.
 - b. Floating days must be requested to the Department Head a minimum of one (1) working day prior to the beginning of the vacation day or vacation period.

- c. All requests for floating days shall be in writing, dated, and given to the Department Head or designee.
 - d. Requests for floating days shall be granted on a first come, first serve basis, without regard to seniority.
 - e. Vacation time will be taken subject to the approval of the Department Head.
 - f. The above requirements for scheduling vacation may be waived if an employee specifies an emergency situation which necessitates vacation leave on short notice.
- D. Highway Department - Highway Department employee's vacation scheduling between December 1st and March 31st shall be at the discretion of the Department Head. In order for the Highway Division to properly plan for staffing during snow emergencies, the following conditions must be met:
- No more than two (2) personnel will be authorized to be away on vacation at any one time.
 - No more than one (1) Foreman (Construction Foreman, Carpenter Foreman, Mechanic Foreman, Grounds Maintenance Working Foreman, HEO Tree Maintenance Foreman, etc.) will be authorized to be away on vacation at any one time.
 - For the purposes of the contract, "away" means unavailable to plow or respond to a snow emergency because you are out of the state or out of the country. Employees who request vacation time and are available to respond (at home or within 30 minute response time) do not fall under the "away" category and should be allowed vacation time.
 - All vacations must be scheduled and approved at least one (1) week in advance of the requested time.
 - All requests must be approved in writing by the Deputy Director or Director.
3. Payment of accrued vacation upon termination of employment:
- A. Retirement — Payment of vacation accrued that would have been due to the employee at retirement date had the retirement not occurred.
 - B. Death — Payment of vacation accrued to beneficiary or estate that would have been due to the employee at death date had the death not occurred.

C. Resignation — Payment of vacation accrued that would have been due to the employee at resignation date had resignation not occurred.

4. Carryover:

It is agreed between the parties that employees may request carryover of two week's vacation from one year to the next with approval of the Mayor. Such request must be in writing with one copy sent to the Mayor and one copy to the Department Head. Should the request for carryover be for the purpose of extending next year's vacation beyond one week said request should so state.

If an employee's request for vacation carryover is denied he/she may request a meeting with the Mayor to appeal the denial. UNION representation shall be present at the meeting.

5. Vacation Accrual Policy

Vacation time will be prorated from the anniversary date of hire to the end of the fiscal year (June 30) for all anniversary years, whether it is the 1, 5, 10, 15, or 20 year anniversary dates. Vacation time for the entire year is allocated on July 1 of that fiscal year.

ARTICLE X - HOLIDAYS

The following days shall be considered to be paid holidays:

- | | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | The Day After Thanksgiving |
| Juneteenth | Christmas Day |
| Independence Day | |

And any other day that may be declared a holiday by the Governor of the Commonwealth of Massachusetts, General Court, or the City of Newburyport.

Holiday pay shall be an employee's normally scheduled hours at the straight time rate.

If a holiday occurs within an employee's vacation period that employee shall receive an additional day's vacation with pay.

An employee required to work on a holiday shall receive in addition to the holiday time one and one half (1 1/2) the employee's regular rate of pay for all hours worked. In no case shall this be less than two (2) hours work at the prescribed rate. Employees called in for non-scheduled work on a holiday shall be paid at two-times (2X) their regular rate for all hours worked.

If a holiday falls on a Saturday, the employee shall have Friday as the holiday as per state statute or if the holiday falls on a Sunday the employee shall have Monday as the holiday as per state statute.

If the Mayor releases employees early on Christmas Eve, affected employees shall be released without reduction to their pay, unless Christmas falls on a Sunday or a Monday. Employees who cannot be released early due to the nature of their work shall receive additional compensation equal to one-half (1/2) their regularly scheduled hours at straight time.

To be eligible for holiday pay an employee must work the day before and the day following the holiday unless otherwise excused by management.

If any employee is absent due to illness or injury on his or her assigned shift that falls on, before, or after a holiday, the EMPLOYER reserves the right to require a medical certificate of said illness or injury prior to said employees receiving his/her holiday pay for that holiday.

ARTICLE XI - JURY PAY

The EMPLOYER agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for Jury Duty excluding expenses.

ARTICLE XII - SICK LEAVE

- A. Existing employees as of June 30, 2015 shall be credited with one (1) day per month with accumulation to one hundred and eighty (180) days with the maximum buyback remaining at seventy five (75) days based on one hundred and fifty (150). Effective July 1, 2015, new employees shall be credited with one (1) day per month with accumulation to one hundred and eighty (180) days but shall not be eligible for any sick leave buyback.
- B. Sick leave shall be granted for sickness or injury (off the job) and for absences because of quarantine in the family. Sick leave shall be granted for illness in the employee's household if such illness requires the presence of the employee at home.
- C. Sick Leave Buy Back:

1. Upon death of an employee the beneficiary of said employee shall receive payment on one hundred percent (100%) of the employee's accumulated sick leave credits at the time of death.
2. Upon retirement of an employee, said employee shall receive severance pay that equals fifty percent (50%) of the employee's total sick leave credits at the time of retirement.
3. This section is not applicable to employees who resign, quit, or are discharged for just cause.
4. Employees with ten (10) or more years of service shall be eligible to buy back fifty percent (50%) of their sick leave accrual, up to a maximum of twenty-five (25) days per year, with each such day valued at ninety percent (90%) of their then current daily rate; provided, however, that employees who exercise this option must retain at least fifty (50) sick leave days of their accrued credit. Any sick leave days bought back pursuant to this section shall be deducted from the sick leave balance available for buyback upon retirement or death. The maximum sick leave buyback for each employee's entire career working for the EMPLOYER is capped at fifty (50) days. This buyback plan is voluntary.
5. Effective July 1, 1999, an employee who wishes to retire in Fiscal Year 2000 and thereafter, shall provide written notice to the Mayor and Department Head by December 1 of the fiscal year prior to the fiscal year of the retirement of his/her intent to retire, and shall specify a tentative date. An employee who gives the required notice in a timely fashion shall receive the sick leave buy back on or about the date of retirement. If the employee fails to give requisite notice by December 1, the EMPLOYER will have no obligation to make the buy back payment until the first full payroll period of the fiscal year for which the EMPLOYER has had the requisite notice and opportunity to budget for the necessary funds.

The following examples illustrate the parties' intent:

Example 1: Employee A give notice on November 15, 1999 that he/she intends to retire on August 1, 2000. Buy back shall be payable upon retirement.

Example 2: Employee B gives notice on November 15, 1999 that he/she intends to retire on May 15, 2000. Since sufficient notice was not given to afford the opportunity to appropriate funds in fiscal year 2000, buy back shall not be payable until the first full payroll period in July 2001.

Example 3: Employee C gives notice on January 1, 2000 that he/she intends to retire on December 31, 2000. Since notice was not given to afford budgeting in FY 2001 buy back shall not be payable until the first full payroll period in July 2001.

Example 4: Employee D gives notice on January 1, 2000 that he/she intends to retire on May 1, 2000. Insufficient notice as given for FY 2000 and FY '01. Employee D'S buy back will not be payable until the first full payroll period in July 2001.

- D. Employees shall be allowed to use six (6) undocumented sick leave days each fiscal year, however, the Mayor or his/her designee will require medical verification for absence that exceeds three (3) consecutive work days or when abuse of sick leave is suspected. The City will provide Union supporting information on request.

After the fifth (5th) consecutive sick day for any unit member the EMPLOYER may require a doctor's examination without cost to the member at a doctor of the EMPLOYER's choice.

- E. Any employee who uses zero (0) days of sick leave in a calendar year will receive one (1) extra personal day.
- F. Any employee may transfer sick time to another employee providing that the recipient has used the balance of their sick time in cases of serious extended illness of an employee or family member. Transfer of sick time is not allowed during Workers Compensation absences. All transfer requests must be approved by the Mayor.
- G. If an employee takes a day of sick leave either the workday immediately preceding or proceeding a vacation day, the EMPLOYER reserves the right to require medical verification for that absence from said employee.

ARTICLE XIII - BEREAVEMENT LEAVE

For a period not exceeding three (3) days, full payment will be granted in the case of death in the immediate family (Husband, Wife, Partner, Parent, Child, Step-Children, Foster Children, Brother, Sister, Mothers and Fathers-in-law, Grandmother, Grandfather, Partners Mother or Father,

Grandmother or Grandfather) or in the case where employee's presence is required at a funeral, i.e. as a pall bearer. Pallbearer's shall be limited to one (1) day leave, but may take up to three (3) days if the need to travel to the funeral requires it.

In addition to the death of an immediate family member, a member of the Bargaining Unit may request the use of Bereavement time by submitting a written request to the Mayor for his/her approval.

ARTICLE XIV - MISCELLANEOUS

Miscellaneous Privileges:

1. The EMPLOYER shall provide a bulletin board for UNION material.
2. Time lost by an employee involved in the grievance procedure or for negotiations shall be paid for by the EMPLOYER.
3. When a change occurs in an employee's pay, the employee must be notified.
4. Employees covered by this agreement shall be furnished bi-weekly deduction pay slips showing the gross and net monies.
5. Employees who have served under EEA Program and/or CETA employees program shall receive credit for this service as it relates to longevity and vacation.
6. When the heat index exceeds one hundred (100) as calculated by the National Weather Service Chart in Appendix G, outdoor employees will be called to come indoors (preferable in air-conditioned space). Temperature and humidity, for the purpose of this section, shall be determined by the current conditions as reported by the National Weather Service of the National Oceanic and Atmospheric Administration, US Department of Commerce. (<https://www.weather.gov>)
7. No member of the bargaining unit will suffer the loss of their employment due to the employment of sub-contractor.
8. Personal Days: All employees shall receive four (4) personal days each fiscal year. Personal days shall not carry over from year to year and shall not be unreasonably denied. Personal days may be used in less than one-half (1/2) day increments at the discretion of the department head.
9. The EMPLOYER agrees to post monthly each employee's accrued sick time and post annually the rate of pay and seniority.
10. The EMPLOYER will provide annual medical exams for Waste Water Treatment Plant employees at the EMPLOYER'S expense. It is understood and agreed that participation in these physicals is mandatory. The purpose of the physical is to determine if there are particular health problems, which may arise from the employee's work environment.

11. Effective July 1, 2021 all employees will be paid One (1) hour of straight time per day, above the regular workweek, when on call.

Effective July 1 2022 all employees will be paid one and one-half (1.5) hours of straight time per day, above the regular workweek, when on call.

Effective July 1, 2023 all employees will be paid two (2) hours of straight time per day, above the regular workweek, when on call.

Any qualified employee, with no more than a thirty (30) minute travel time shall be eligible for the on call list after a ninety (90) day probationary period. The EMPLOYER shall have the right to determine the size of the call list and classification or license requirements, and may assign certain employees if the number of volunteers is insufficient. An employee on call shall not take vacation leave that week, or personal leave except in an emergency. If the employee on call is unable to perform his/her duty due to illness, injury, or emergency personal leave he/she shall be responsible for securing a substitute and shall advise the department head. The substitute shall then become responsible for fulfilling all the on-call duty requirements for the period of the substitution. The employee assigned to on call, not the substitute, shall continue to receive the on-call pay.

12. There will be two (2) employees on call at all times for each of the three divisions within the DPS.

13. The parties recognize the City of Newburyport's Customer Service Policy as part of this agreement (Appendix C).

14. Every position within the bargaining unit has a mutually agreed upon job description on file in the Mayor's Office and shall be contained in Appendix D of this Agreement.

15. The parties acknowledge the right of the EMPLOYER to adopt policies for the orderly administration of the federal Family and Medical Leave Act of 1993 and the state Small Necessities Leave Act. Such policies shall not be inconsistent with said statutes nor with the express terms of this agreement. Before adopting such policies, the EMPLOYER shall provide a draft copy to the UNION and afford it a reasonable opportunity to consult about and discuss any questions or concerns.

15. Stability of Agreement: The failure of the Employer or the UNION to insist upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the UNION. The Rights of the UNION and the EMPLOYER to any future performance shall continue in full force and effect.

17. Labor Management Committee: A Labor Management Committee shall be established consisting of three (3) representatives of the UNION and representatives of the EMPLOYER. The Committee shall meet at least every other month to discuss matters of mutual concern including the possible implementation of annual performance reviews.
18. If an employee maintains a particular license, s/he will receive an annual \$400 stipend, payable in the first pay period in December. A list of current applicable licenses is included as an appendix to this contract. Stipends for any new specialized licenses will be reviewed and considered by the Labor Management Committee.
19. Fire Dispatchers will be paid an annual \$250 stipend for attaining and maintaining their EMT certification, payable in the first pay period of December.
20. All employees are required to participate in a mandatory direct deposit program.
21. When City Hall is closed and it is not declared a state of emergency and DPS employees work a snow event, these employees will receive a personal day that needs to be used by the end of the fiscal year.
22. All members of the Union who are authorized to operate City vehicles acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the City to monitor the vehicle for geographic location, speed, hours of operation, and other relevant information to the vehicle's utilization for the purpose of maintaining orderly and efficient operations of the City. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of Federal, State or Local law, or any serious misconduct or serious violations of work rules or safety precautions.
23. An accreditation stipend will be paid to each member of the bargaining unit working in the Police Department upon re-accreditation annually in the first pay period in September. The Stipend will be \$250.00. The Union and city agree to continue to make a good faith effort to maintain accreditation.

*^documented
es. JFC - DDK*

ARTICLE XV HEALTH & WELFARE

1. Life Insurance Policy: The EMPLOYER will pay seventy-five percent (75%) of the premium for the first \$2,000.00 worth of life insurance and the employee will pay twentyfive percent (25%) of the cost of the premium for the first \$2,000.00 worth of life insurance. The difference in the cost between the \$2,000.00 life insurance and the \$5,000.00 life insurance will be paid 100% by the EMPLOYER.

2. The current health insurance benefits are in accordance with the agreement (Appendix E) negotiated by the EMPLOYER and the Public Employee Committee (PEC Agreement) pursuant to MGL Ch. 32B Section 19. The parties agree that any changes in the Health Insurance benefits for bargaining unit member shall be negotiated under MGL Ch. 32B.

ARTICLE XVI - WAGE & CLASSIFICATION

1. The hourly wage scale and classification plan are contained in Appendix B of this agreement.
2. Any employee assigned to work in a higher rated classification, and who assumes the duties of that higher classification, shall be paid day for day at the higher rate of pay.
3. Whenever an employee receives a promotion to a higher grade, the employee shall be placed in the step that reflects a salary rate, which is greater than the employee's current salary rate. Employees who are at step two (six months employment) of the pay scale or higher, shall be promoted to the wage step that reflects their current step on the wage scale.
4. All employees shall be paid on a bi-weekly basis.
5. Step Increases: All newly hired employees shall be placed at Step 1 of the wage scale contained in Appendix B. These employees will remain in Step 1 for a period of six (6) months, and then placed in Step 2 of the wage scale where they will remain for a period of one (1) year. After the employee completes one (1) year of service in Step 2, the employee shall move to Step 3 of the wage scale.

All employees with five (5) years of continuous service within the bargaining unit shall be moved to step four (4) of the wage scale. All employees with ten (10) years of continuous service within the bargaining unit shall be moved to step five (5) of the wage scale. All employees with fifteen (15) years of continuous service within the bargaining unit shall be moved to step six (6) of the wage scale.

New Classifications or Positions Within the Bargaining Unit:

In the event new classifications and or positions are created, prior to the implementation of the new classifications and or positions, the UNION will be advised, in writing with a statement of position by the EMPLOYER (including new job descriptions and other related documentation) as to whether the new classification and or positions are eligible to be included in the bargaining unit. If the UNION disagrees with the position of the EMPLOYER, the UNION shall within ten (10) business days of notice request a meeting in writing to discuss the recognition of the position related to the

bargaining unit. If the meeting does not resolve the dispute, either party may request a review by the Massachusetts Department of Labor Relations. If the UNION does not request a meeting, the recognition of the classification/position by the EMPLOYER shall be deemed acceptable by the UNION.

Reclassification of Existing Positions Within the Bargaining Unit:

For organizational and operational purposes the EMPLOYER may review, modify, reclassify, an existing position(s) which may or may not affect its status within the bargaining unit and or pay plan. In the event a position is to be reclassified due to a review and or modification that would include or exclude the position from the bargaining unit, prior to the implementation of the reclassification, the EMPLOYER shall provide written notice (including job descriptions and other related documentation) of such to the Union President. If the UNION disagrees with the position of the EMPLOYER, the UNION shall within ten (10) business days of notice request a meeting in writing to discuss the recognition of the position related to the bargaining unit and/or the reclassification/modification. If the meeting does not resolve the dispute, either party may request Mediation with the Massachusetts Division of Labor. If the UNION does not request a meeting, the recognition of the classification/position by the EMPLOYER shall be deemed acceptable by the UNION.

ARTICLE XVII - NIGHT DIFFERENTIAL

In recognition of the difficulty of certain night shift work, the EMPLOYER shall pay a night shift differential as follows:

1. Full-time water works employees who are regularly scheduled to work second shift shall be eligible to receive a night differential of \$0.50 per hour and those who work third shift (overnight) shall be eligible to receive a night differential of \$1.00 per hour. This subsection shall also apply to any so-called "floater" who is regularly scheduled to cover said shift on weekends, for the hours so worked on weekends.
2. Full-time police dispatching personnel who are regularly scheduled to work the second shift shall be eligible to receive a night differential of \$0.50 per hour and those who work third shift (overnight) shall be eligible to receive a night differential of \$1.00 per hour.
4. It is expressly understood and agreed that night differential shall be payable only for hours which are both regularly scheduled and actually worked.

ARTICLE XVIII LONGEVITY

Eligible employees will be paid longevity increments with the first paycheck issued in the month of December. For the purposes of longevity, years of service shall be calculated based on an eligible employee's anniversary date. Longevity shall be earned on a calendar year basis and shall be paid on a pro-rated basis to employees who retire or resign from City service prior to the first pay period in December. Employees who leave the City for other reasons shall not be entitled to any longevity payment for that year.

Hire Date	<u>Years of Continuous Service</u>			
	5 Years	10 Years	15 Years	20 Years
Pre 07/01/1995	\$1,381.88	\$1,638.97	\$1,991.50	\$2,442.43
07/01/1995 through 06/30/2002	\$ 640.94	\$ 819.49	\$ 995.75	\$1,221.22
Post 06/30/2002	N/A	N/A	N/A	N/A

ARTICLE XIX CLOTHING & TOOL ALLOWANCE

An annual clothing reimbursement allowance shall be provided for all full time employees, excluding Library/Clerical Personnel, \$700 each fiscal year. Clothing payments will be issued upon submission of receipts, which shall be submitted quarterly. The EMPLOYER reserves the right to refuse to allow employees to work in the event any employee reports for work without the proper required clothing. Safety prescription glasses are a reimbursable expense under this allowance program.

1. Clothing Allowance for Full-Time Dispatchers: New full-time dispatcher personnel shall be eligible for reimbursement of up to \$650.00 for the initial purchase of clothing and related required equipment. New full-time dispatcher personnel shall not be eligible for clothing allowance in accordance with section A of this article within the first initial twelve (12) months of employment.
2. Tool Allowance: Mechanics, carpenters, and welders of the highway division shall receive an annual tool allowance of \$700.00 each fiscal year for the purchase of tools that are used and necessary to perform his/her job. The tool allowance is meant to replace and allow the individual to build up their tool chest. Tool allowance will be on a reimbursement basis and the employee must provide receipts for reimbursement.
3. Attire: The proper attire for employees will be as follows:
 - A. **DPS Staff:** DPS staff must wear clothing that identifies them as City Staff when practical. This may include winter jackets, sweatshirts, t-shirts, or inclement

weather gear. Employees must wear jeans or heavy cotton and/or flannel pants. The dress code does not reflect the currently mandated safety gear including, protective eye wear, construction hats, or construction boots. All clothing will be kept clean and in good condition. The EMPLOYER will choose a vendor to supply "City of Newburyport" apparel to staff and employees.

All Department of Public Service employees will wear clothing in accordance with the requirements specified below.

Acceptable Clothing Item	Acceptable Color	Where to Purchase
Shirts		
Button-down shirts	Navy Blue / Black	Vendor chosen by City of Newburyport
Polo-style golf shirt	Navy Blue / Black	Vendor chosen by City of Newburyport
Crew neck sweat shirt	Navy Blue / Black / High-Visability Yellow	Vendor chosen by City of Newburyport
T-Shift	Navy Blue/ Black / high-visibility yellow	Vendor chosen by DPS Director
Trousers		
Jeans	Navy Blue	Vendor recommended by City of Newburyport
Dickies/Carhart	Navy Blue / Black	Vendor recommended by City of Newburyport
Cargo Pants	Navy Blue /Black	Vendor recommended by City of Newburyport
Outer Layer		
Crew neck sweat shirt	Navy Blue / Black / 'high-visibility' yellow	Vendor chosen by City of Newburyport
Vests	'high-visibility' yellow	Supplied by City of Newburyport
Rain Gear	'high-visibility' yellow	Vendor chosen by employee
Jackets	Navy Blue / Black / 'high-visibility' yellow	Vendor chosen by City of Newburyport
Footwear		

DPS Director-approved boots/shoes	N/A	Vendor chosen by employee
-----------------------------------	-----	---------------------------

1. Effective July 1, 2021 the DPS will implement a trial period for wearing shorts. Upon ratification and up to September 31, 2021, and then beginning May 1, 2022 through September 30, 2022, DPS Employees in this Union may wear shorts under the following conditions. Failure to adhere to these conditions by an employee will result in his/her immediate termination of the ability to wear shorts.
 - a. All shorts must have manufactured hems
 - b. They shall not be tight, or obscene
 - c. They shall not have holes or manufactured rips
 - d. Acceptable styles shall be blue jeans, cargo, and/or khaki
 - e. Acceptable colors shall be dark blue or black, or jean material
 - f. Shorts may be no more than one inch above the knee, or significantly below the knee
 - g. Shorts may not be worn when the employee is laying hot top, with the exception of filling pot holes; when working in utility trenches; when exposed to sewerage or other similar materials; or when exposed to other conditions that are unsafe or which may affect one's health as determined by the supervisor.
 - h. Employees shall have a pair of long pants available on the work site at all times in the event that work conditions change and safety becomes an issue.

- B. Library Staff: Library Staff must wear neat and professional apparel consistent with current library staff standards.

- C. City Hall: The proper work attire for all City Hall employees shall be neat and professional apparel suitable for business environment and include slacks, dress shirts, polos, dresses, and skirts.

- D. Dispatchers: Dispatchers will conform to the uniform policy set forth by the head of the department.

- E. Disputes concerning clothing shall be referred to the labor management committee for resolution.

ARTICLE XX - DISCIPLINE & DISCHARGE

1. All employees shall be given a six (6) month probationary period. The employee shall, upon the successful completion of the probationary period, become eligible for UNION membership and dues deduction but shall otherwise be eligible to receive other benefits provided in this agreement.
2. After completion of the probationary period no employee shall be disciplined or discharged except for just cause. The UNION shall be notified of all disciplinary actions, including discharges, within 24 hours.
3. In administering the requirement of just cause, the Mayor or his/her designee shall observe the following procedures for warnings, suspensions and discharges:

Step 1: An employee shall be given a verbal warning. The verbal warning, which has been reduced to writing, shall be removed from the employee's file six months after it is given if there are no infractions of any kind in that period.

Step 2: A written warning shall be given to the employee with a general description of the reason for the discipline. That warning will remain in effect for one year, and shall be removed from the employee's personnel record on the one year anniversary date of the infraction if there are no further infractions of any kind in that period.

Step 3: The employee shall be suspended for three days without pay. All suspensions shall remain in the employee's file. Suspensions issued more than five years before a disciplinary action shall be given less weight in determining the degree of discipline.

Step 4: The employee shall be discharged and given the reason for said discharge in writing.

The EMPLOYER shall have the right to bypass any of the first three steps for serious misconduct or serious violations of work rules or safety practices.

The EMPLOYER shall have the right to counsel employees who have had repetitive disciplinary problems regardless of whether or not the disciplinary notice for each such occasion remains in the file.

ARTICLE XXI SCHOOLING

1. Employees covered by this agreement who receive a degree from an accredited college or university will be paid in the following amount on an annual basis. Employees must present the Mayor's Office with an official transcript to receive compensation. Note that employees will only be paid for their highest degree held. Payments will be issued during the month of December.

Associates Degree (60 credits) \$425.00

Bachelors Degree (120 credits) \$700.00

Masters Degree \$800.00

Employees hired after January 1, 2013 shall not receive this education stipend.

Effective July 1, 2021

- A. The educational stipend shall be payable to employees of the library where the job description or job posting indicates that a Master's Degree is "required" or "preferred".
 - B. Other City employees receiving the education stipend pursuant to his paragraph prior to July 1, 2021 will continue to receive the stipend.
2. Library employees, at their option, may take certain courses relating to library work, and the cost of said courses and accompanying needed material for such courses shall be paid for by the EMPLOYER. Said cost not to exceed one hundred (\$100.00) dollars.
 3. Mandatory Courses and Licenses - All employees who need mandated licenses or courses to maintain his/her position shall be reimbursed for said license and/or courses.
 4. Additional Courses or Licenses - Any employee, with prior written approval from their Department Head and the Mayor, who voluntarily attempts to obtain licenses or courses, shall be reimbursed for said license or courses so long as said employee passes said courses or licenses.

ARTICLE XXII - MANAGEMENT RIGHTS

The Mayor shall have the powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Mayor by statute or any rule or regulation of agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this

agreement, the Mayor retains all the powers, rights, and duties that he/she has by law and may exercise the same at his/her discretion without any such exercise being made the subject of a grievance or arbitration proceedings hereunder.


ARTICLE XXIII - DURATION

This agreement shall cover a thirty-six (36) month period, July 1, 2021 through June 30, 2024.

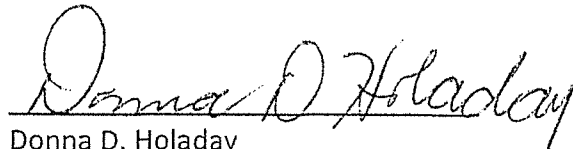
Tentatively agreed by the parties June 17, 2021, subject to ratification by the Union Membership, and approval of the City Council.

FOR THE UNION:


FOR THE EMPLOYER



Jerry Cronin
President
AFSCME Local 939




Donna D. Holaday
Mayor
City of Newburyport

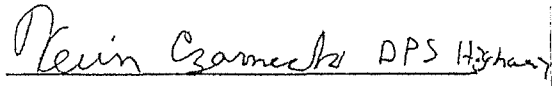


Ernest Castle
Staff Representative
AFSCME Council 93

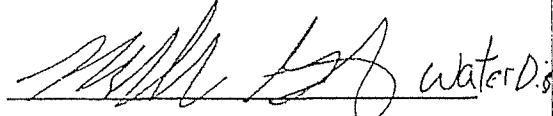
Union Negotiating committee:



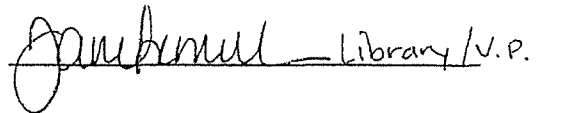
Justin Faudler Treasurer office



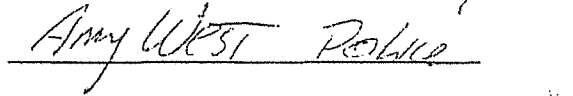
Kevin Carmichael DPS Highway



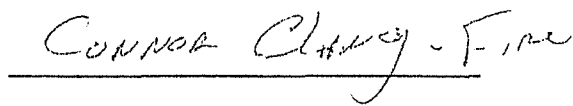
MATT Solazzo W/WATER



Jambull Library / V.P.



Amy West Police



CONNOR Clancy - Fire

APPENDIX A—Wage & Classification

Grade	Job Title
Grade 6	Custodian I
	Librarian Technician
Grade 8	Custodian II
	Fire Dispatcher
	Truck Driver/Laborer
Grade 10	Heavy Equipment Operator (Highway)
	Data Entry Clerk I
	Dispatcher—Police Department
	Van Driver (Council on Aging)
Grade 12	
Grade 14	Building Maintenance Technician
	Sewer Line Maintenance Operator
	HEO Water Distribution 2
	Library Secretary
	Mechanic/Lift Station
	Meter Reader
	PI Vacuum Sewer System Operator (Gr. 16 eff. 07-01-2022)
	W.W.T.P. Press Operator
W.W.T.P. Truck Driver/Utility Technician	
Grade 16	Assistant Foreman (Water)
	Mechanic Fleet Highway
	PI Vacuum Sewer System Operator/WWTP Operator (Effective July 1, 2022)
	Staff Librarian
	Waste Water Plant Certified Operator (Grade 4)*(Grade 18 effective 07-01-2022)
	Welder/Fabrication DPS Highway
Grade 18	Grounds Maintenance Working Foreman
	HEO Tree Maintenance Operator / Foreman
	Lab Chemist
	Office Clerk I

	Pretreatment Coordinator
	Police Dispatch Communications Coordinator
	Waste Water Plant Certified Operator (Grade 4) (Effective 07-01-2022)
	Waste Water Plant Certified Operator (Grade 5)(Grade 20 Effective 07-01-2022)
	Water Treatment Plant Operator Certified (T2)*
	Waste Water Treatment Plant Equipment Repair Technician
Grade 20	Office Clerk II
	Mechanic Foreman Fleet Highway (Grade 24 Effective July 1, 2021)
	Senior Librarian
	Senior Working Foreman DPW
	Waste Water Plant Certified Operator (Grade 5) (Effective 07-01-2022)
	Waste Water Plant Certified Operator (Grade 6)(Grade 22 Effective 07-01-2022)
	Water Treatment Plant Operator Certified (T3)*
Grade 22	Senior Office Clerk
	Waste Water Plant Certified Operator (Grade 6) (Effective 07-01-2022)
	Water Treatment Plant Operator Certified (T4)*
Grade 24	Mechanic Foreman Fleet Highway (Effective July 1, 2021)
	Sewer Collections / Lift Station Mechanic Foreman
	Sewer Plant Maintenance Foreman
	Water Construction / Distribution Foreman
	Water Plant Maintenance Foreman/Operator

*The Waste Water Operator (Grades 4, 5, 6) and Water Treatment Plant Operator (T2, 3, 4) positions follow a Grade for License pay structure.

The Labor Management Committee will meet on a regular basis to conduct internal review and evaluation of job descriptions, wage classifications, and salary comps for all positions by June 30, 2021.

Parties commit to re-establishing regular labor/management meetings to discuss and resolve issues.

APPENDIX B - Wage Scale

FY 2022						
2% COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry	6 Months	18 Months	5 Years	10 Years	15 Years
6	\$ 20.56	\$ 21.19	\$ 22.24	\$ 22.91	\$ 23.58	\$ 24.29
8	\$ 21.42	\$ 22.06	\$ 23.13	\$ 23.84	\$ 24.53	\$ 25.27
10	\$ 22.29	\$ 22.96	\$ 24.05	\$ 24.80	\$ 25.52	\$ 26.29
12	\$ 23.18	\$ 23.88	\$ 25.00	\$ 25.77	\$ 26.52	\$ 27.32
14	\$ 24.16	\$ 24.87	\$ 26.02	\$ 26.82	\$ 27.60	\$ 28.43
16	\$ 25.13	\$ 25.89	\$ 27.06	\$ 27.90	\$ 28.71	\$ 29.57
18	\$ 26.13	\$ 26.96	\$ 28.16	\$ 29.02	\$ 29.87	\$ 30.76
20	\$ 27.20	\$ 28.07	\$ 29.31	\$ 30.21	\$ 31.10	\$ 32.03
22	\$ 28.33	\$ 29.18	\$ 30.52	\$ 31.43	\$ 32.36	\$ 33.34
24	\$ 29.51	\$ 30.36	\$ 31.76	\$ 32.71	\$ 33.68	\$ 34.69

FY 2023						
2% COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry	6 Months	18 Months	5 Years	10 Years	15 Years
6	\$ 20.97	\$ 21.61	\$ 22.68	\$ 23.37	\$ 24.05	\$ 24.78
8	\$ 21.85	\$ 22.50	\$ 23.60	\$ 24.31	\$ 25.02	\$ 25.77
10	\$ 22.73	\$ 23.42	\$ 24.53	\$ 25.29	\$ 26.03	\$ 26.81
12	\$ 23.65	\$ 24.36	\$ 25.50	\$ 26.28	\$ 27.05	\$ 27.86
14	\$ 24.65	\$ 25.36	\$ 26.54	\$ 27.35	\$ 28.15	\$ 29.00
16	\$ 25.64	\$ 26.41	\$ 27.60	\$ 28.45	\$ 29.29	\$ 30.17
18	\$ 26.66	\$ 27.50	\$ 28.73	\$ 29.60	\$ 30.46	\$ 31.38
20	\$ 27.75	\$ 28.63	\$ 29.90	\$ 30.82	\$ 31.72	\$ 32.67
22	\$ 28.89	\$ 29.77	\$ 31.13	\$ 32.05	\$ 33.01	\$ 34.00
24	\$ 30.10	\$ 30.96	\$ 32.40	\$ 33.37	\$ 34.35	\$ 35.38

FY 2024						
2% COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry	6 Months	18 Months	5 Years	10 Years	15 Years
6	\$ 21.39	\$ 22.04	\$ 23.13	\$ 23.83	\$ 24.54	\$ 25.27
8	\$ 22.29	\$ 22.95	\$ 24.07	\$ 24.80	\$ 25.52	\$ 26.29
10	\$ 23.19	\$ 23.89	\$ 25.02	\$ 25.80	\$ 26.55	\$ 27.35
12	\$ 24.12	\$ 24.84	\$ 26.01	\$ 26.81	\$ 27.59	\$ 28.42
14	\$ 25.14	\$ 25.87	\$ 27.07	\$ 27.90	\$ 28.72	\$ 29.58
16	\$ 26.15	\$ 26.93	\$ 28.15	\$ 29.02	\$ 29.87	\$ 30.77

18	\$ 27.19	\$ 28.05	\$ 29.30	\$ 30.19	\$ 31.07	\$ 32.00
20	\$ 28.30	\$ 29.20	\$ 30.50	\$ 31.43	\$ 32.36	\$ 33.33
22	\$ 29.47	\$ 30.36	\$ 31.75	\$ 32.70	\$ 33.67	\$ 34.68
24	\$ 30.70	\$ 31.58	\$ 33.05	\$ 34.03	\$ 35.04	\$ 36.09

Management commits to working with the Union to complete a wage and classification study, to be completed by December 2023 in advance of the expiration of this agreement and reopening negotiations.

- a. In FY 2022 the parties shall meet to review and update all job descriptions for classifications under this agreement.
- b. In FY 2023 the updated job descriptions will be submitted to a vendor for the purpose of a comprehensive wage and benefit study, along with recommendations.
- c. Both parties will be provided the results of the Study.

APPENDIX C - Customer Service Policy

The City of Newburyport is committed to operating in an efficient customer service oriented manner throughout its entire operation. Excellent customer service results in an organization meeting the needs of its customers in a consistent and professional manner.

Employee Responsibility

All employees of the City of Newburyport are to be made aware of the importance of customer service within the City's operation. Employees should be clearly aware that customer service abilities in all levels of their work will greatly impact constituent services and are therefore of great importance. The City of Newburyport will recognize employees for excellence in customer service through the Employee Recognition Program.

Supervisors and Management Personnel

Leadership by example is a key component to excellence in customer service. City management must continually promote in their actions, words and writing the paramount importance of customer service standards. Performance evaluations of management personnel will be substantially impacted by the ability of a manager to provide high levels of customer service and the ability to train and supervise employees to do the same.

Standards of Performance

The City recognizes that for a successful interaction with a customer not only must the end result be satisfactory, the entire experience must be reflective of a quality organization. There are many aspects of our operations that must clearly be based in the ideal of excellent customer service.

Processes

There are many processes within City government that require formal procedures be followed. Departments must strive to make these processes as simple as possible to access and complete. Simplification of forms, easy to understand directions and short time lines are key examples of efforts that should be put forth to assure customer service oriented processes are in place.

Marketing and Communication

The City provides information and services to residents on an ongoing basis. Communication with the public, be it oral or written, must be clear, concise, consistent, and easy to access. Departments should strive to utilize all communication possibilities as efficiently as possible to assure that the residents remain informed and aware on a regular basis.

Printed Material

All printed material issued by the City of Newburyport should be professional in appearance.

Phone and Written Inquiries

All inquiries by either phone or writing will be responded to by the proper person in an expedient manner.

Phone calls placed to specific person are to be taken whenever possible. Initial phone messages must be returned within a 24-hour period. Employees at all levels must try to adhere to this timeline. If an employee is not available, the caller should be given that information and informed when the person will be available. Alternate help should, of course, be offered in the interim.

All written inquiries, be they complaints, compliments, or suggestions, should be acknowledged in an appropriate manner. The initial response should be within no more than three days of receipt of letter.

The value of automated phone answering systems should not be discounted solely in the pursuit of excellence in customer service. Any department that has such a device must assure that it can be easily bypassed to achieve direct contact with the office.

Information and Referral

Many times residents will inquire at City Hall for issues that are not within our domain. Every effort should be made to refer them to the government agency or community service agency that is best able to handle their concern. All referrals should include a phone number or location or the suggested agency, if at all possible.

Internal referrals should be handled in a similar manner. If a person on the phone is being referred to a different department, the caller should be given the direct number for future reference and then automatically transferred through the Centrex system.

If a referral is made to another City department, there must be certainty that the referral is correct. If there is some doubt as to the proper referral, the referring department should ascertain the appropriate contact before connecting or directing the customer. If this information is not obtainable, the customer should be directed to a supervisor in the initiating department.

Internal Service Departments

Several City departments are in existence to serve other City departments directly and not the general public. The City's customer service standards are fully applicable to our internal service departments. The ability of the City to meet its own needs in a professional, efficient and customer service oriented manner is a key ingredient to offering such service to the public.

Measurement

The City of Newburyport is committed to continual improvement of its operations based on the philosophy of excellence in customer service. Proper measurement of customer service initiatives is vital to this goal.

Complaints

Each department must have a complaint log. Whether a complaint is formal or informal, written or verbal, it must be entered into the complaint log. The substance of the log is up to individual departments, but must include at minimum the name of the complainant, if available, the time and date of the complaint, the nature of the complaint, the employee handling the situation and the disposition of the situation.

APPENDIX D – Job Descriptions

AVAILABLE FOR REVIEW BY CONTACTING

THE HUMAN RESOURCES OFFICE

Newburyport City Hall 60 Pleasant Street

Newburyport, MA 01950

(978) 465-5896

Appendix E - PEC Agreement

AVAILABLE FOR REVIEW BY CONTACTING

THE HUMAN RESOURCES OFFICE

Newburyport City Hall 60 Pleasant Street

Newburyport, MA 01950

(978) 465-5896

Appendix F—Licenses

See Article XIV Miscellaneous

- Class A CDL
- Beaver Trapping
- Fuel Tank Operator
- Hydraulics (Specialized) Does not include 2B, backhoe, loader, Bobcat
- Pesticide Application

APPENDIX G – HEAT INDEX

NWS Heat Index		Temperature (°F)															
		80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110
Relative Humidity (%)	40	80	81	83	85	88	91	94	97	101	105	109	114	119	124	130	136
	45	80	82	84	87	89	93	96	100	104	109	114	119	124	130	137	143
	50	81	83	85	88	91	95	99	103	108	113	118	124	131	137	144	150
	55	81	84	86	89	93	97	101	106	112	117	124	130	137	144	151	157
	60	82	84	88	91	95	100	105	110	116	123	129	137	144	151	158	164
	65	82	85	89	93	98	103	108	114	121	128	136	144	151	158	165	171
	70	83	86	90	95	100	105	112	119	126	134	142	150	158	165	172	178
	75	84	88	92	97	103	109	116	124	132	140	148	156	164	171	178	184
	80	84	89	94	100	106	113	121	129	137	145	153	161	169	176	183	189
	85	85	90	96	102	110	117	126	135	143	151	159	167	175	182	189	195
	90	86	91	98	105	113	122	131	139	147	155	163	171	179	186	193	199
95	86	93	100	108	117	126	135	143	151	159	167	175	183	190	197	203	
100	87	95	103	112	121	130	139	147	155	163	171	179	187	194	201	207	

Likelihood of Heat Disorders with Prolonged Exposure or Strenuous Activity

Caution
 Extreme Caution
 Danger
 Extreme Danger