

AGREEMENT

BETWEEN

**CITY OF NEWBURYPORT
DEPARTMENT HEADS CONTRACT**

**TEAMSTERS UNION
LOCAL 170**

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

	PREAMBLE.....	PAGE 3
ARTICLE 1	RECOGNITION AND THE BARGAINING UNIT	PAGE 3
ARTICLE 2	ENTIRE AGREEMENT.....	PAGE 4
ARTICLE 3	SUPERSEDEENCE.....	PAGE 4
ARTICLE 4	NON-DISCRIMINATION.....	PAGE 4
ARTICLE 5	EMPLOYEES RIGHTS AND REPRESENTATION.....	PAGE 4
ARTICLE 6	UNION DUES AND AGENCY FEE	PAGE 5
ARTICLE 7	MANAGEMENT RIGHTS.....	PAGE 5
ARTICLE 8	UNDERSTANDING OF AGREEMENTS	PAGE 6
ARTICLE 9	GRIEVANCE AND ARBITRATION PROCEDURE.....	PAGE 6
ARTICLE 10	NON-REAPPOINTMENT AND DISCIPLINE.....	PAGE 8
ARTICLE 11	COMPENSATION.....	PAGE 8
ARTICLE 12	HOURS OF WORK.....	PAGE 9
ARTICLE 13	COURT APPEARANCES.....	PAGE 9
ARTICLE 14	ADMINISTRATIVE PROTECTION.....	PAGE 10
ARTICLE 15	INSURANCE BENEFITS	PAGE 10
ARTICLE 16	LEAVES	PAGE 10
ARTICLE 17	HOLIDAYS	PAGE 15
ARTICLE 18	STABILITY OF AGREEMENT	PAGE 15
ARTICLE 19	PROFESSIONAL DEVELOPMENT	PAGE 16
ARTICLE 20	NO STRIKES OR LOCKOUTS.....	PAGE 17
ARTICLE 21	SALARIES.....	PAGE 17
ARTICLE 22	FUNDING.....	PAGE 18
ARTICLE 23	PAST PRACTICES	PAGE 18
ARTICLE 24	MISCELLANEOUS	PAGE 18
ARTICLE 25	EMPLOYEE GUIDEBOOK.....	PAGE 20
ARTICLE 26	DURATION.....	PAGE 21
	APPENDIX A	PAGE 22
	APPENDIX B.....	PAGE 23

PREAMBLE

This Agreement, entered into by the Mayor of the City of Newburyport hereinafter referred to as the “City” and the Teamsters Union Local 170, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”, its purpose being the promotion of harmonious relations between the City and the Union; the establishment of an equitable and professional procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of or related to employment in order that the City provide efficient and progressive public service.

ARTICLE I RECOGNITION AND THE BARGAINING UNIT

The City hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining, with respect to wages, hours, and other conditions of employment for all members of the bargaining unit represented by the Union as stated below and as certified in Case No. MCR-4400:

Assessor
Assistant City Engineer
Building Commissioner
City Engineer
Council on Aging Director
DPS Deputy Director
Harbormaster
Health Director
Local Building Inspector
IT Director
Planning Director
Water Pollution Control Facility Superintendent
Sewer Superintendent of Collections
Treasurer/Collector
Veterans Affairs Director
Water Treatment Operations Superintendent
Water Distribution Superintendent

The Union recognizes that the Mayor is the sole and exclusive bargaining agent for the City and agrees not to by-pass the Mayor on matters properly within the scope of the bargaining. The Mayor reserves the right to designate agents to represent the City or assist the City in negotiations. The City will not aid, promote, coerce, make agreements with 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 provisions expressly set forth in this Agreement.

**ARTICLE II
ENTIRE AGREEMENT**

This is the complete and entire agreement between the parties along with any written amendments hereto, and concludes collective bargaining by the Union to improve or alter the wages, hours, terms and conditions of employment, whether or not set forth in this Agreement, for the term of this Agreement. The City shall give the Union reasonable notice of its intent to change any condition of employment not covered by this Agreement and shall, upon request, negotiate for a reasonable period of time.

**ARTICLE III
SUPERSEDEANCE**

The express provisions of this agreement supersede any conflicting provisions of: (1) collective bargaining, agreements from which unit members' rights or benefits have previously been derived, and (2) any prior practice, written or unwritten, governing the conditions of employment of one or more bargaining unit members.

This agreement SHALL NOT be construed in any manner which allows it to supersede the City Charter, or the City Ordinances as written and in effect at the time of the execution of the contract.

**ARTICLE IV
NON-DISCRIMINATION**

The City and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of anything which may violate Chapter 151B of the Massachusetts General Laws or any and all Federal Law.

**ARTICLE V
EMPLOYEES RIGHTS AND REPRESENTATION**

Section 1: Employees have and shall be protected in the exercise of their right to join and assist the Union or to refrain from such activity.

Section 2: Negotiations for a successor agreement and all meetings to discuss grievances which have been filed shall be conducted at such time as the parties agree. If such meetings for negotiations occur during normal work hours, a reasonable number of designated negotiation team members or employees involved in grievances may attend without loss of pay or benefits.

The Union Steward may have reasonable access to bargaining unit members during the work day for the purpose of investigating grievances, provided that such investigation shall take place during non-work time whenever possible, unless authorized by the Mayor or the Mayor's designee.

All other Union business, regular time spent in preparation for negotiations or investigations/preparation of grievances, shall be conducted on non-work time.

ARTICLE VI UNION DUES AND AGENCY FEE

The city agrees to deduct, Local 170 dues, initiation and uniformed assessments from the Local 170 Members who agree in writing to have their dues, initiation fees and other uniformed assessments deducted on the Thirtieth (30th) day following the beginning of such employment and to mail said dues with a list of names from whom dues have been deducted to Local 170. In accordance with M.G.L. 150E,

The City agrees to deduct an agency fee from those who agree to pay such fee in writing from all employees who elect to remain non-members and mail said fee with a list of names from whom the fee has been deducted to Local 170. The Agency Fee for non-members shall be no less than 2.25% of their hourly wage, paid once a month.

Employees covered by this Agreement shall be furnished bi-weekly deduction slips showing the gross and net monies. The Union agrees to hold the City harmless for any action it takes regarding the agency fee and agrees to indemnify the City for any and all costs associated with such enforcement.

ARTICLE VII MANAGEMENT RIGHTS

Unless an express, specific provision of this Agreement clearly provides otherwise, the City of Newburyport through the Mayor, and such other officials as may be authorized to act on the City's behalf, retain all rights and prerogatives to manage and control the departments or functions in which bargaining unit personnel are employed.

By way of example but not limitation, management retains the following rights: to determine the organization of such departments or functions, the number of employees assigned to an organizational unit, work project, or task; to determine the policies and practices involving or affecting the hiring, promotion, assignment direction, and transfer of personnel to determine the equipment to be used and the uniforms to be worn in the performance of duty, to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications, to layoff employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical; to establish or modify work schedules and shift

schedules, and the number or selection of employees to be assigned to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to enforce existing rules and regulations for the governance of the various departments or functions and to add to or modify such regulations as it deems appropriate; to discharge, suspend, demote, or take other disciplinary action for cause and shall not be arbitrary or capricious.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of any rights as well as any matter dealing with the administration of various departments or functions shall be final and binding and shall not be subject to grievance provisions of this Agreement.

Prior to contracting out any unit work the City shall negotiate with the Union to the extent required by law.

ARTICLE VIII UNDERSTANDING OF AGREEMENTS

In order to provide a clear understanding of its contents, the City agrees to provide each member of the bargaining union with a copy of this Agreement.

ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Definition. A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement.

Section 2: Grievance Procedure. Grievance shall be settled in the following manner:

STEP 1:

An aggrieved employee shall file any grievance in writing with the Mayor and the Union Steward within ten (10) working days of the act or occurrence giving rise to the grievance. The Mayor shall endeavor to review the matter in a timely manner. Within ten (10) working days of the Mayor receiving the grievance the Mayor shall hold a hearing at which the grievance is considered. Within ten (10) working days the Mayor shall forward a written decision to the grievant and Union.

STEP 2:

If the decision at Step 1 does not resolve the grievance, then the Union but no individual employee may invoke arbitration by filing with the American Arbitration Association (AAA) a Demand for Arbitration within fourteen (14) days of the date of the Association's receipt of the Mayor's decision copy of the Demand for Arbitration shall be simultaneously forwarded by the Union to

the Mayor.

It is understood that the AAA is chosen as the arbitration tribunal under this contract only if and when it maintains a procedure for selecting arbitrators. The cost for such arbitration shall be paid equally by the City and the union.

Section 3: Contents of Grievances. All grievances filed at Step 1 and Step 2 of the grievance arbitration procedure shall specify:

- (a) the particular contract article and section alleged to have been violated;
- (b) in reasonable detail the facts supporting each alleged violation;
- (c) the date each act or omission violating the agreement is alleged to have occurred;
- (d) the remedy sought for each alleged contract violation;
- (e) the substance of an evaluation except where it forms the basis in whole or in part of an otherwise arbitrable disciplinary action; and
- (f) any incident which occurred or failed to occur prior to the effective date of this Agreement.

Section 4: Time Limits: The failure of an employee or the Union to file or process a grievance in accordance with the time limits specified in this Agreement shall constitute a waiver of the grievance. Failure of the Mayor to respond will result in the grievance going to the next step.

Section 5: All grievances settled at Step 1 shall not constitute a precedent for future dealing between the parties.

All grievances settled at Step 2 shall ordinarily constitute a precedent, unless otherwise stated.

Section 6: Arbitration Procedures.

- (a) The expense for the Arbitrators services and the proceeds shall be borne equally by the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the party at cost and to the arbitrator.

- (b) Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by the City Council.
- (c) The decisions of the arbitrator shall not violate any City Ordinances in effect on signing this agreement of the City Charter, Statutes of the Commonwealth, or regulations pursuant to such Statutes.
- (d) The arbitrator's decision shall be final and binding and may be reviewed under G.L.c.150C,

or on the grounds that the award: (1) is arbitrary or capricious, or (2) misapplies any provision of law. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree in writing to modify the scope of the hearing.

ARTICLE X NON-REAPPOINTMENT AND DISCIPLINE

Section 1: It is understood and agreed that some of the unit employees are subject to appointment for a term or otherwise and therefore serve at the discretion of the Mayor or, in the case of the health inspector, the Board of Health (see Appendix C: Appointments – Local and State Laws). Accordingly, for such employees, the Appointing Authority shall have the right to determine whether to renew an appointment. Upon request, the reasons for not renewing an appointment shall be given by the appointing authority to the employee in writing.

In the event an employee whose employment is subject to appointment for a term is not to be re-appointed, the City shall ordinarily notify the employee in writing ninety days (90) days in advance. In the event such appointment is made by other City authorities the appropriate City authority shall give said written notice. Such notice shall be hand delivered to the employee with signed confirmation by the employee. The City shall provide six months' severance pay to the union employee if 90 days advance written notice of non –appointment is not provided by the City to said union employee.

Under no circumstances shall an employee who leaves the City during the notice period, e.g. to accept another job, be entitled to compensation after such departure. Lack of notice prior to expiration of appointment shall not be deemed to constitute an appointment.

Section 2: Management reserves and retains its right to discharge, suspend, or otherwise discipline for just cause, employees covered by this agreement. The Mayor shall provide an informal hearing to the employee prior to discharging for just cause any non – probationary employee. . The Union may arbitrate disciplinary action taken on the grounds that it was clearly without just cause.

ARTICLE XI COMPENSATION

Section 1: Since the bargaining unit consists of professional positions as determined by the Labor Relations Commission, the salaries provided herein shall constitute the entire compensation attributable to the performance of the duties and responsibilities of the position. Certain unit positions are expected to be on call and available to direct and assist in the City's response to weather related and other conditions which require service outside of the normal workday. Certain positions also are expected to meet certain deadlines in the performance of this work and to appear before boards, commissions and the City Council outside the normal workday. Such positions shall continue to perform such work in the same manner and to the

same extent as prior to execution of this Agreement and shall perform such work if needed even if said work did not occur prior to this Agreement unless such work is clearly over and above, outside and unrelated to his/her duties and responsibilities of the position.

Section 2: The salaries set forth in Appendix A represent salaries to be paid to the individuals holding listed positions. In the event any bargaining unit position becomes vacant, the City has the right to negotiate with prospective replacements for a starting annual salary between \$5,000 below the incumbent's salary and \$5,000 above the incumbent's salary, for the fiscal year in which the replacement begins employment. Thereafter, the newly hired replacement shall receive the same negotiated across the board increases as other unit employees, and shall be eligible for merit pay adjustments under the same terms as other unit employees.

Section 3:

All employees are required to participate in a mandatory direct deposit program.

ARTICLE XII HOURS OF WORK

Section 1: Members of the bargaining unit agree to continue to work their current schedule as of the execution of this agreement.

Section 2: The City and Union recognize the professional nature of positions covered by this Agreement. Moreover, the total hours worked will be based on the fulfillment of the duties and responsibilities of each position with full understanding the total number of hours of work may vary from season to season and/or week to week.

Section 3: All unit employees are expected to attend, when requested, evening meetings of the City Council, other boards and committees. Unit positions expected to be on call shall continue such practices.

Section 4: It is recognized that members of the Department Heads union may occasionally be required to devote significant time outside the normal work schedule to the business of the City, and to that end, they shall be allowed to take reasonable compensatory time off upon notification of the Mayor's office.

ARTICLE XIII COURT APPEARANCES

An employee subpoenaed to appear in court for jury duty, or as a witness in a case which involves the City and arises out of the performance of work for the City, shall be granted leave without loss of pay or benefits for the time spent in court.

**ARTICLE XIV
ADMINISTRATIVE PROTECTION**

Section 1: The parties acknowledge that indemnification and defense of public employees is governed by G.L. Chapter 258.

Section 2: If an employee is attacked or otherwise molested in performance of her/her duties he/she shall be entitled to reasonable investigative support from the City. Consequent prosecution, if any, shall be handled by the District Attorney.

**ARTICLE XV
INSURANCE BENEFITS**

Section 1: The current health insurance benefits are in accordance with the agreement negotiated by the City 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 members shall be negotiated under MGL Ch. 32B.

Section 2: Life Insurance: The City will pay seventy-five percent (75%) of the premium for the first \$2,000.00 worth of life insurance, and the employee will pay twenty-five (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 life insurance will be paid one hundred percent (100%) by the City.

**ARTICLE XVI
LEAVES**

A. VACATIONS:

Section 1: Any employee eligible for vacation may take vacation leave at any time with notice provided to the Mayor's office prior to the start of such leave, via text, e-mail or phone call to any member of the Mayor's Office staff, or may take multiple consecutive days up to ten (10) days with one (1) week prior written notice to the Mayor; or may take more than ten (10) days with the prior written approval of the Mayor, which shall not be unreasonably denied. Vacation leave shall be used in no less than half-day increments.

Section 2: Any employee who is eligible for vacation under the provisions hereof and whose services are ended by resignation, or retirement under M.G.L.c.32, shall be paid that portion of the vacation allowance earned but not used in the vacation year up to the time of the employee's separation from the payroll.

Section 3: Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the beneficiary designated by the employee for City's Insurance purposes in an amount equal to all of the employee's earned unused vacation available to the employee at the time of the employee's death.

Section 4: For employees hired prior to July 1, 2015:

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).

Vacation leave is accrued on a monthly basis up to the amount maximum allotment based on years of service with the EMPLOYER. 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, or 10-year anniversary dates. Vacation leave accrued for the entire year is allocated on July 1 of the following fiscal year and available for use. The premise of this vacation accrual schedule is an annual accrual. Vacation leave which is being accrued during the year is not available to be used until it is allocated on July 1. Upon termination of employment, an employee subject to this annual accrual method shall be paid any unused vacation leave up to the date of termination, including any new vacation leave which has been accrued and not used and which would otherwise have been allocated for use as of the coming July 1.

As compensation for negotiating one less week of vacation for all members of the bargaining unit from what had been agreed to under the 2009-2012 contract, a one-time 2.0% increase was added to all members' base salary on July 1, 2013.

For employees hired July 1, 2015 or later:

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

Years of service	Annual Accrual	Monthly Accrual
<1 year	10 days	0.833 days
1 year but 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	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 1, 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.

For all employees regardless of hire date:

The vacation entitlement for all employees shall account for previous service with another municipality, in addition to years worked for the City, in determining eligibility.

Vacation may not be carried over if not used in a given year, without the written approval of the Mayor, which shall not be unreasonably withheld. Requests for carry over shall be submitted at least one month prior to the close of the fiscal year. In no case shall more than 10 days (two weeks) be carried over.

B. PERSONAL LEAVE

All employees shall receive four (4) personal days each fiscal year, credited at the start of the fiscal year. Personal leave shall not carry over from year-to-year and shall not be unreasonably denied. Personal leave shall be used in no less than half-day increments.

Use of Personal Leave requires notification to the Office of the Mayor by an employee. Notification may be provided by text, e-mail or phone call to any member of the Mayor's Office staff.

For any newly-hired employee whose start date falls between July 1-December 31, said employee shall receive four (4) personal days on the date of hire. For any newly-hired employee whose start date falls between January 1-June 30, said employee shall receive two (2) personal days on the date of hire. Unused personal leave at time of voluntary or involuntary termination, retirement or death during employment is not compensable.

C. PARENTAL LEAVE

Parental leave shall be granted in accordance with Mass. G.L.c. 149, Section 105D and pertinent provision of federal law. Employees disabled by the condition of pregnancy or complications related thereto are eligible to use their sick leave.

At the discretion of the Mayor an employee may be granted an unpaid leave of absence for the purpose of child-rearing, not to exceed six (6) months from the date of birth or adoption of the child. Seniority shall not accrue during this or other unpaid leaves, but prior accumulated seniority shall not be forfeited if an employee returns to work at the expiration of the leave.

D. SICK LEAVE

Section 1: All permanent full-time employees will accrue one and one-quarter (1.25) sick days per month to be used as sick leave with no loss of pay. Existing members of the union may retain their earned sick time. There will be no limit on accumulation of sick time. Sick leave shall be used in no less than one-hour increments. Under no circumstances is an employee entitled to pay out of unused sick leave upon termination, except as outlined below. Use of sick leave requires notification to the Office of the Mayor by an employee. Notification may be provided by text, e-mail or phone call to any member of the Mayor's Office staff.

Section 2: For employees hired prior to July 1, 2015, upon retirement or death, an

employee or his/her estate will be paid one-half up to 150 accumulated sick days, not to exceed payment for seventy-five (75) days, at his/her then current rate of pay. Employees who have at least fifteen (15) years of service in the employ of the City as of January 1, 2013 will be paid one-half up to 170 accumulated sick days, not to exceed payment for eighty-five (85) days, at his/her current rate of pay. No employee hired July 1, 2015 or later is eligible for any pay out of unused sick leave under Article XVI(D) Sections 2-4.

Section 3: Any employee who wishes to retire shall provide written notice to the Mayor of his/her intent to retire by December 1 of the fiscal year prior to the fiscal year of the planned retirement, and shall specify a tentative date. An employee who gives the required notice in a timely fashion shall receive sick leave buyback payment on or about the date of retirement. If the employee fails to give requisite notice by the December 1 deadline, the City will have no obligation to make the buyback payment until the first full payroll period of the fiscal year for which the City has had the requisite notice and opportunity to budget for the necessary funds.

Section 4: Any employee hired prior to July 1, 2015 shall be eligible for sick leave payout as described below:

Employees with ten (10) or more years of service shall be eligible to be paid out 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 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 days paid out pursuant to this section shall be deducted from the sick leave balance available for payout upon retirement or death as outlined in Sections 2 and 3 above. The maximum leave payout for each employee's entire career working for the employer is capped at fifty (50) days. This payout plan is voluntary.

All requests for sick leave payout must be made by December 1 for the fiscal year prior to the payout, and the City will have no obligation to make the payout until the first full payroll period of the fiscal year for which the City has had the requisite notice and opportunity to budget for the necessary funds. The City devised a form for sick leave payout requests which is available from the Human Resources Office.

Section 5: Employees with sick leave on the books as of the date of execution of this Agreement in excess of one hundred fifty (150) days may contribute any amount of such excess into a sick leave bank, to be jointly administered by two (2) designees from the city and two from the Union, under the following provisions:

- a) An employee will be eligible to apply for benefits from the Sick Leave Bank only upon exhaustion of his/her own accumulated sick leave, personal leave, and vacation leave.
- b) One (1) criteria for awarding benefits shall be prior utilization/conservation of the sick leave benefits.
- c) Decision of the designees shall not be grievable or arbitrable.

E. BEREAVEMENT LEAVE

In the event of a death in the immediate family, employees will be entitled to three (3) days paid leave. Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, great grandparents, partner, foster child, aunt, uncle and any other relative domiciled in the employee's household.

In addition to the death of an immediate family member, a member of the bargaining unit may request the use of bereavement time for a non-family member by submitting a written request to the Mayor for his/her approval.

If the funeral of a member of the immediate family takes place further than 150 miles from the employee's residence, s/he shall be granted two (2) additional consecutive workdays off with pay.

Use of bereavement leave requires notification to the Office of the Mayor by an employee. Notification may be provided by text, e-mail or phone call to any member of the Mayor's Office staff.

F. WORKER'S COMPENSATION

An employee who suffers a work connected illness or injury of a disabling nature and entitled to compensation under the Worker's Compensation Act may receive, for the duration of such absence and while sick leave credits are available, that portion of sick leave and/or vacation leave accumulated as of the date of the illness or injury which together with said Workman's Compensation Benefits will equal their regular pay. AT NO TIME, however, may an employee receive more than their regular wages as a result of any combination of paid sick leave (or vacation leave) and Workman's Compensation Benefits. Any excess pay received must be paid over to the employer who will use such payment to credit the employee with accumulated sick leave in an amount equivalent to the value of the repayment after having been asked to do the employer shall deduct the amount of repayment due from the employee's pay.

G. DISABILITY LEAVE

An employee who is absent because of non-work connected illness or injury in excess of the time for which accumulated sick leave and vacation credit shall not be paid, nor shall such employee accrue sick leave, vacation credit or receive holiday pay. Employees who are absent because of a work connected illness or injury shall continue to accrue sick leave and vacation leave credit for the first six (6) months of disability. The accrual and payment of such benefits may result in income to the employee which may not exceed the employee's regular rate of pay. The six-month (6) accrual of sick leave or vacation time shall be credited only if the employee returns to work, but not if the employee retires or resigns. Upon indication from the employee that he/she wishes to return to work, the employer may require the employee to submit specific medical evidence that the employee is able to perform the regular and customary duties of his/her position.

H. FAMILY AND MEDICAL LEAVE

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his/her rights to take Family Medical Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”). The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. Paid leave may be substituted for unpaid leave under certain circumstances. If an employee takes leave for FMLA reasons, the employee must request leave and comply with the procedures set forth in the City’s Family and Medical Leave, the City shall act in accordance with the Family and Medical Leave Policy. In the event that employees qualify for Family and Medical Leave Policy.

**ARTICLE XVII
HOLIDAYS**

Section 1: The following thirteen (13) days shall be recognized as paid holidays for the Union.

- | | |
|------------------------|----------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President’s Day | Veteran’s Day |
| Patriot’s Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving Day |
| Independence Day | Christmas Day |
| Juneteenth | |

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

If a holiday occurs within an employee’s vacation period, that employee shall not be charged for that vacation day.

**ARTICLE XVIII
STABILITY OF AGREEMENT**

Section 1: No amendment of this Agreement shall bind the parties hereto unless executed in writing by both parties.

Section 2: The failure of the City or the Union to insist, in any one or more incidents, upon performance of any such terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance or any such term or condition, and the obligations of the Union or of the City to such future performance continue in full force and effect.

Section 3: Should any part, hereof or any provision herein contained, be rendered or declared

invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts, or provisions, shall remain in full force and effect.

ARTICLE XIX PROFESSIONAL DEVELOPMENT

- A. Consistent with existing practice the City shall grant reasonable time off without loss of pay and without charge to any other leave to attend conferences, seminars, or professional meetings, which are directly related to improving an employee's knowledge and skills in his or her particular position. A request for such time off shall be made to the Mayor or his/her designee as soon as practicable and shall outline the nature and extent of the proposed leave. Attendance at such conference on non-scheduled workdays shall not entitle the employee to any additional compensation or additional time off. The City may appropriate funds for tuition and related expenses for attending conferences.

- B. Employees covered by this Agreement who with prior approval of the Mayor and who take job related courses beyond a bachelor's degree and over and above what is required of their position or by their job description, who complete such courses with a "B" (or its equivalent) or better, and which courses are taken after employment by the City of Newburyport, and which result in continuing education or college credits shall have the following amounts added to their salary in the fiscal year following completion of such courses so long as said course is completed prior to May 1 of that year.

12 credits	\$1,000.00
24 credits	\$2,000.00
Master's Degree	\$5,000.00

This educational incentive pay will be included in the employee's base pay for all subsequent fiscal years.

- C. All employees who receive prior approval of the Mayor and who are required to have mandated licenses or courses to maintain his/her position and/or meet the legal requirement of the position shall be fully reimbursed for the cost of such license and/or course.

- D. The City will reimburse members of the union for the cost of attendance at seminars, conferences, and other meetings attended by employees, with prior approval of the Mayor. Mileage for travel shall be reimbursed at the current IRS rate.

The employer will put forward to the City Council, local adoption of M.G.L. c. 41, §108P, regarding additional compensation for Treasurers/Collectors who become certified by the Massachusetts Collectors and Treasurers Association.

ARTICLE XX
NO STRIKES OR LOCKOUTS

Section 1: Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown, or withholding of services by employees.

Section 2: Should any of its members engage in any of the practices set forth above the Union shall immediately in writing, order such members to return to work and immediately cease such practices. The City shall receive a copy of this written notice.

Section 3: Employees who engage in activity prohibited by this Article shall not be paid for the time involved, nor for any make-up time which results from such activities nor will they be permitted to use vacation, sick, or personal time during such participation. Such employees may be subject to discharge.

ARTICLE XXI
SALARIES

July 1, 2021	2.0%
July 1, 2022	3.0%
July 1, 2023	3.0%

ARTICLE XXII FUNDING

All cost items contained in this Agreement are subject to the annual appropriations process including supplemental appropriations if necessary. In each year, the employer shall determine whether sufficient funds have been appropriated to implement the cost items contained in this Agreement. If not, the cost items will be subject to further bargaining, between the parties.

ARTICLE XXIII PAST PRACTICES

This contract incorporates the complete and entire agreement between the parties. As to any subject for bargaining not expressly and specifically set forth in this Agreement, the City reserves the right to make changes, and otherwise establish policies and procedures for orderly and efficient operations.

No prior agreements, practices, benefits, privileges or understandings, oral or written shall be controlling of management unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

Management's failure, in one or more instances, to exercise its authority or rights or to insist upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of that authority or those rights.

ARTICLE XXIV MISCELLANEOUS

Section 1: Vehicle Expense Reimbursement Plan

The following employees shall have use of a City vehicle 24 hrs/day, 7 days/week. Such use shall be in accordance with the City's Take-Home Vehicle Policy. Payment of monthly vehicle allowance shall end should any Department Heads be assigned a city owned vehicle.

- DPS Deputy Director
- Sewer Superintendent of Collections
- Water Distribution Superintendent
- Harbormaster

Department Heads who use their own vehicle on a daily basis (Building Commissioner, Council on Aging Director, Health Director, Local Building Inspector, Veterans Affairs Director, Harbormaster, Sewer Chief Operator, Water Superintendent, IT Director) shall receive \$425.00 per month and are ineligible to claim mileage reimbursement for any travel.

Department Heads who use their vehicles on an occasional basis (Assessor, Assistant City Engineer, City Engineer, Planning Director, Treasurer/Collector) shall be eligible to receive mileage reimbursement at 100% of the current IRS mileage rate. Department Heads shall submit all reimbursement requests for mileage to the Mayor’s Office which will be reviewed and approved on a monthly basis. Eligible vehicle usage under this reimbursement process must be for documented work purposes for the City. Employees are encouraged to utilize DPS vehicles for travel when available, rather than personal vehicles.

The employer will research and may introduce a program for city-owned or leased motor vehicles that will be accessible to employees who currently use a personal vehicle for city business. Should such a vehicle fleet program, be instituted, the vehicle expense reimbursement plan will be reviewed for any necessary modifications.

Section 2: Clothing Allowance

Assessor	n/a
Assistant City Engineer	\$700
Building Commissioner	\$700
COA Director	n/a
City Engineer	\$700
DPS Deputy Director	\$700
Harbormaster	\$700
Health Director	\$700
IT Director	\$700
Local Building Inspector	\$700
Planning Director	n/a
Treasurer/Collector	n/a
Water Pollution Control Facility Superintendent	\$700
Sewer Superintendent of Collections	\$700
Water Treatment Operations Superintendent	\$700
Veterans Affairs Director	n/a
Water Distribution Superintendent	\$700

For any newly-hired employee whose start date falls between July 1-December 31, said employee shall receive the full clothing allowance as provided above. For any newly-hired employee whose start date falls between January 1-June 30, said employee shall receive exactly half of the allowance as provided above. Clothing allowance shall be paid in July.

Section 3: Stipends

In special cases, when a Department Head is requested by the Mayor to undertake a project or activity that requires a significant amount of hours outside of the normal work schedule and involves taking on significant responsibilities above and beyond what is required by their job description, the Department Head may receive an appropriate stipend for such work as approved by the Mayor and subject to available funding and appropriation.

Any employee to prepare contracts for procurement of services or materials in their position and

who has received and maintains a designation of a Massachusetts Certified Public Purchasing Officer shall receive a yearly stipend of \$750.00 paid in July of each year. The employer shall continue to pay all fees associated with maintaining this designation. The Mayor shall reserve the right to approve all union members for this certification.

Section 4: Credit Union Language

The city agrees to deduct certain amounts each week from the wages of those employees who shall have given the city written authorization to make such deductions. The amounts so deducted shall be remitted to the New England Teamsters Federal Credit Union or personal bank of the employee Bi-weekly. The city shall not make deductions and shall not be responsible for remittance to the New England Teamsters Federal Credit Union or personal bank for any deductions for those weeks in which the employee's earnings shall be less than the amount authorizes for deduction.

Section 5: Personal Protective Equipment (PPE)

As a result of the COVID-19 pandemic, The City of Newburyport agrees to continue to provide, at no cost to all bargaining unit employees, all personal protective equipment (PPE), personal sanitizing agents, and any other materials to safeguard the health and well-being of the bargaining unit members, as directed by or set forth in safety guidelines by the Center for Disease Control (CDC), the Massachusetts Department of Public Health (DPH) and/or any other state or federal regulating agency.

**ARTICLE XXV
EMPLOYEE GUIDEBOOK**

Members of the Union shall comply with the City's Employee Guidebook for all City policies not specifically outlined in this Agreement.

**ARTICLE XXVI
DURATION**

This duration of this Agreement shall be from July 1, 2021 to June 30, 2024.

James D. Marks
James D. Marks
Business Agent

Donna D. Holaday
Mayor Donna D. Holaday
City of Newburyport

11/22/2021
Dated

11/22/2021
Dated

**APPENDIX A
SALARIES**

Position	FY22 Salary	FY23 Salary	FY24 Salary
Assessor	\$91,788.09	\$94,541.73	\$97,377.98
Assistant City Engineer	\$71,401.02	\$73,543.05	\$75,749.34
Building Commissioner	\$86,000.00	\$88,580.00	\$91,237.40
City Engineer	\$101,174.70	\$104,209.94	\$107,336.24
Council on Aging Director	\$74,460.00	\$76,693.80	\$78,994.61
Deputy DPS Director	\$118,697.16	\$122,258.07	\$125,925.81
Harbormaster	\$87,632.28	\$90,261.25	\$92,969.09
Health Director	\$82,209.85	\$84,676.14	\$87,216.43
IT Director	\$104,836.90	\$107,982.00	\$111,221.46
Local Building Inspector	\$76,500.00	\$78,795.00	\$81,158.85
Planning Director	\$97,881.83	\$100,818.29	\$103,842.84
Water Pollution Control Facility Superintendent	\$105,907.68	\$109,084.91	\$112,357.46
Sewer Superintendent of Collections	\$95,508.60	\$98,373.86	\$101,325.07
Treasurer/Collector	\$90,924.30	\$93,652.03	\$96,461.59
Veterans Affairs Director	\$75,813.25	\$78,087.65	\$80,430.28
Water Distribution Superintendent	\$81,600.00	\$84,048.00	\$86,569.44
Water Treatment Operations Superintendent	\$105,693.11	\$108,863.91	\$112,129.82

Appendix B

Appointments—State and Local Laws

City of Newburyport Code of Ordinances

Sec. 2-10. - City council confirmation of certain appointments.

The mayor shall submit to the city council the name of each person the mayor desires to appoint to any city office as a department head or as a member of a multiple-member body, but not including any position which is subject to the civil service law. The city council may refer each name submitted to it to a standing committee of the council which shall review each candidate for appointment and may make a recommendation to the full city council not less than seven nor more than forty-five days after the referral. The committee may require any person whose name has been referred to it to appear before the committee, or before the city council, to give any information relevant to the appointment that the committee, or the city council, may require. Appointments made by the mayor shall become effective on the forty-fifth day after the date on which notice of the proposed appointment was filed with the city clerk unless approved or rejected by the city council within the forty-five days.

Sec. 3-3. - Appointments by the mayor.

The mayor shall appoint, subject to the review of such appointments by the city council under section 2-10, all city officers and department heads and the members of multiple-member bodies for whom no other method of appointment or selection is provided by law or this charter, excepting only persons serving under the school committee, and persons serving under the city council. All appointments to multiple-member bodies shall be for terms established under section 5-1. Upon the expiration of the term of any member of a multiple member body, a successor shall be appointed in like manner. The mayor shall fill any vacancy for the remainder of the unexpired term of any member of a multiple member body. All persons classified as department heads shall, subject to the approval of the mayor, appoint, promote and discipline all assistants, subordinates and other employees of the agency for which that person is responsible. All appointments and promotions made by the mayor shall be made on the basis of merit and fitness demonstrated by examination, past performance or by other evidence of competence and suitability.

Sec. 3-4. - Removal or suspension of certain officials.

(a) *City officers and department heads.* Unless some other procedure is specified in a collective bargaining agreement or by civil service law, the mayor may, in writing, remove or suspend any city officer, or the head of any city department appointed by the mayor by filing a written statement, with the city clerk, setting forth in precise detail the specific reasons for the removal or suspension. A copy of the written statement shall be delivered in hand, or mailed by certified mail, postage prepaid, to the last known address of the city officer or department head. The city officer or department head may make a written reply by filing such a reply statement, with the city clerk, within ten days after the date the statement of the mayor has been filed; but, this reply shall have no effect upon the removal or suspension unless the mayor shall so determine. The decision of the mayor in suspending or removing

a city officer or a department head shall be final, it being the intention of this provision to vest all authority and to fix all responsibility for such suspension or removal solely with the mayor.

Assessor

Newburyport Code of Ordinances Sec. 2-151. - Office of assessor.

- (a) The office of assessor shall consist of one (1) person who shall be appointed in the month of January by the mayor, subject to confirmation by the city council. A suitable person shall be appointed assessor of taxes for a term of three (3) years or until his successor is duly appointed and qualified. Vacancies occurring in the office of assessor may be filled in the same manner, but only for the unexpired term.

Assistant City Engineer

N/A

Building Commissioner

M.G.L. c. 143, §3: The chief administrative officer of each city or town shall employ and designate an inspector of buildings or building commissioner as well as such other local inspectors as are reasonably necessary to assist the inspector of buildings or building commissioner to administer and enforce the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. The building commissioner or inspector of buildings shall be the administrative chief in a city or town responsible for administering and enforcing the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. Any additional persons employed by a city or town to assist the building commissioner or inspector of buildings in the performance of his duties shall be called local inspectors. The local inspector shall also be responsible for enforcing the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. The inspector of buildings or building commissioner shall report directly and be solely responsible to the person or public body that appointed him.

City Engineer

N/A

Council on Aging Director

N/A

DPS Deputy Director

N/A

Harbormaster

M.G.L. c. 102, § 19: The mayor of a city, except Boston, or the selectmen of a town where a harbor is situated, unless otherwise specially provided, may, and for all harbors that have been improved by the expenditure of money by the commonwealth shall, appoint a harbor master and assistant harbor masters and fix their compensation, to be paid by their respective cities or towns. Said appointment shall remain in force unless the harbor master is removed for neglect of duty, negligence or conduct unbecoming a harbor master. Assistant harbor masters shall be appointed for terms of three years. Any appointment or re-appointment of assistant harbor masters shall be on the recommendation of the harbor master.

Health Director

M.G.L. c. 111, § 27: Every such board shall organize annually by the choice of one of its number as chairman. It may make rules and regulations for its own government and for the government of its officers, agents and assistants. It may appoint a physician to the board, who shall hold his office during its pleasure, may choose a clerk, who in a city shall not be a member of the board, and may employ the necessary officers, agents and assistants to execute the health laws and its regulations. It may fix the salary or other compensation of such physician and its clerk and other agents and assistants.

IT Director

N/A

Local Building Inspector

See Building Commissioner

Planning Director

N/A

Water Pollution Control Facility Superintendent *N/A*

Sewer Superintendent of Collections

N/A

Treasurer/Collector

M.G.L. c. 41, §39B: (Removal) If, in the opinion of the commissioner of revenue, hereinafter referred to as the commissioner, the safety of any city, town, district, or regional school district funds or sums due such city, town, district, or regional school district for taxes or otherwise may be jeopardized by the continuation in office of a treasurer of such city, town, district, or regional school district, or by the continuation in office of a city or town collector, the commissioner may petition the superior court for the removal of such officer. Pending a hearing upon the petition, any justice of such court, if in his judgment the public good so requires, may, after a hearing, summary or otherwise, as he determines, suspend the authority of such officer to act until final action upon the petition is taken. In case of such suspension, the commissioner shall notify the selectmen of such town or the mayor of such city and the officer so suspended shall be deemed to be unable to perform his duties because of disability within the meaning of section forty or section sixty-one A.

Veterans Services Director

M.G. L. c. 115, §3: The mayor of each city except Boston shall, and the selectmen of each town may, annually in April, appoint a veterans' agent to act for him or them in the disbursement of veterans' benefits by such city or town; provided, however, that in each town having a part time veterans' agent the town clerk shall receive applications and assist applicants for, veterans' benefits, and shall turnover said applications to the veterans' agent. Two or more contiguous towns may, by vote of the selectmen, appoint one person to serve as veterans' agent for such towns and may apportion the payment of compensation among such towns.

Water Treatment Plant Operations Superintendent

N/A