

**COLLECTIVE BARGAINING
AGREEMENT**

Between

CITY OF NEWBURYPORT

And

**TEAMSTERS UNION LOCAL 170
PARKING ENFORCEMENT OFFICERS**

JULY 1, 2023 - JUNE 30, 2026

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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 Parking Enforcement Officers Bargaining Unit, 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 a more efficient and progressive public service may be rendered.

ARTICLE 1: 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 parking attendant subgroup of the bargaining unit represented by the Union.

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 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 2: MANAGEMENT RIGHTS

Unless an express, specific provision of the 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 limitations, 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 lay off 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 of 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, (see Appendix B) 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 the aforementioned 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 the grievance provisions of this Agreement.

Discipline: Management reserves and retains its right to discharge, suspend, or otherwise discipline employees covered by this Agreement for cause. The Mayor shall provide an informal hearing to the employee prior to taking such action.

ARTICLE 3: UNION DUES AND AGENCY FEE

Employees shall tender prorated monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues set forth in Appendix A, the City agrees to deduct Union membership dues, initiation fee, and agency fee, levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form. The City Treasurer shall remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made monthly.

The City shall require, as a condition of employment, the payment of an agency fee in the same amount as Union dues by an employee who is not a member of the Union on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later.

The City agrees that upon appropriate written authorization executed by such employee and will remit the monthly aggregate amount of such deductions to the Treasurer of the Union as is designated in Appendix A of this Agreement. 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 in enforcing the agency fee and agrees to indemnify the City for any and all costs associated with such enforcement.

ARTICLE 4: 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.

All other Union business, regular time spent in preparation for negotiations, shall be conducted on non-work time. The Union Steward may have reasonable access to bargaining unit members during the workday 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.

ARTICLE 5: 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 Laws.

ARTICLE 6: 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: Grievances shall be settled in the following manner:

Step 1:

The grievance shall be discussed informally with the Department Head/Supervisor. Any resolution shall be reduced to writing, but shall not constitute a precedent in which such resolution may not vary or waive the terms of this Agreement.

Step 2:

An employee not finding resolution in Step 1 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 of the hearing the Mayor shall forward a written decision to the grievant and the Union.

Step 3:

If the decision at Step 2 does not resolve the grievance, then the Union, but no individual employee may invoke arbitration by filing with the **Massachusetts Board of Conciliation and Arbitration** (M.B.C.A.) a Demand for Arbitration within fourteen (14) days of the date of the Union receipt of the Mayor's decision. A copy of the Demand for Arbitration shall be simultaneously forwarded by the Union to the Mayor.

It is understood that the M.B.C.A. is chosen as the arbitrator tribunal under their contract only if and when it maintains a procedure for selecting arbitration.

Section 3. Contents of Grievances: All grievances filed at Step 2 and Step 3 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; and
- (d) the remedy sought for each alleged contract violation.

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 2 shall not constitute a precedent for future dealings between the parties. All grievances settled at Step 3 shall ordinarily constitute a precedent, unless otherwise stated.

Section 6. Limits on Grievance-Arbitration: The following matters shall not be subject to grievance-arbitration under this Agreement of other recourse:

- (a) any matter involving the exercise of discretion or management rights by an agent of the City;
- (b) the failure or refusal by the City to renew the contract of or reappoint a member of the bargaining unit;
- (c) the granting of a promotion, reclassification, level change, or merit pay increase;
- (d) the dismissal or discipline of a probationary employee;
- (e) the substance of an evaluation except where it forms the basis in whole or in part of an otherwise arbitrable disciplinary action;
- (f) any incident which occurred or failed to occur prior to the effective date of the Agreement.

Section 7. Arbitration Procedures:

- (a) The expense for the Arbitrator's services and the proceedings 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 Ordinances in effect at the signing of this Agreement or 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) misinterprets or 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 7: COMPENSATION

The hourly rate 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 the City's response to weather related and other conditions which require service outside of the normal workday.

ARTICLE 8: HOURS OF WORK

Section 1. Members of the bargaining unit agree to work a regularly scheduled week of up to nineteen (19) hours. Those nineteen (19) hours will be during normally scheduled hours in which parking enforcement is in effect. The following are the scheduled hours of parking enforcement: 8:00 AM to 8:00 PM Monday – Saturday; Sunday 12:00 PM to 6:00 PM; time and one half (1½) shall be paid for all hours worked over forty (40) hours. If an employee works a holiday listed in this Agreement, that employee will be paid time and one half (1½) of their hourly rate for all hours worked on that holiday. The following holidays are recognized:

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

Section 2. The City and Union recognize the nature of the 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 that the total number of hours of work will vary from season to season and/or week to week.

Section 3. Unit positions expected to be on call shall continue such practices.

ARTICLE 9: 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 and will be paid for all associated court appearances.

ARTICLE 10: HEALTH AND WELFARE INSURANCE BENEFITS

Members of the Parking Attendant subgroup will not be eligible for Health and Welfare Insurance Benefits.

ARTICLE 11: LEAVES

A. Vacations:

Section 1: Members of the Union will not be eligible for paid vacation leave.

Section 2: Sick Leave: Members of the Union shall receive twelve (12) hours of sick leave time each year. Pursuant to the Massachusetts Earned Sick Time Law, Mass. General Laws Chapter 149, §148C, members of the bargaining unit will accrue one (1) hour of sick time for every thirty (30) hours worked.

Said sick leave shall be disbursed at the start of each fiscal year and will be permitted to carry over from one fiscal year to the next. Anytime the City is concerned about an employee's ability to safely perform the essential functions of his/her position, the City may require an examination by a City-designated doctor at no cost to the employee.

B. Personal Leave:

Members of the Union shall receive twelve (12) hours of personal leave time each year. Said personal leave shall be disbursed at the start of each fiscal year and will not be permitted to carry over from one fiscal year to the next.

C. Childbirth and Childrearing Leave:

Maternity leave shall be granted in accordance with Mass. G.L. c. 149, Section 105D and pertinent provisions of federal law. Employees are eligible to use their sick leave, if any has been accumulated, if medical complications disabled – by the condition of pregnancy or complications related thereto or for the purposes of childrearing not to exceed six (6) months

from the birth or adoption of the child. At the discretion of the Mayor, an employee may be granted an unpaid leave of absence for the purpose of childrearing, not to exceed six (6) months from 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 six (6) months.

D. Bereavement Leave:

In the event of a death in the immediate family, employees will be entitled to three (3) days of paid leave should the bereavement time not be made up with other shifts during the same pay period. 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, and any other relative domiciled in the employee's household. 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 without pay. In the event of a death of an aunt or uncle, employees will be entitled to one (1) day unpaid leave.

E. Family and Medical Leave:

Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and 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.

ARTICLE 12: WAGES

Part-Time Parking Enforcement Officers are hourly positions. The following pay scale reflects their hourly wages for the duration of this contract.

In addition, employees who have been members of the bargaining unit for at least one (1) full calendar year shall receive a \$1.75/hour rate increase. All such employees will be eligible for this step increase on their anniversary date. The pay scale for these employees will be as follows:

Year	Starting Rate	1 Year Service
FY 2024	\$20.00	\$21.75
FY 2025	\$20.50	\$22.29
FY 2026	\$21.01	\$22.85

A Parking Lead, to be selected by City Clerk/Parking Clerk, will earn an additional \$1.00 per hour.

Employees shall receive premium pay for working extended seasonal hours between 5:00 PM – 8:00 PM of an additional \$3.00 per hour.

ARTICLE 13: PERFORMANCE EVALUATION

Part-Time Parking Enforcement Officers will be subject to an annual performance evaluation. Performance evaluations will be conducted by the Parking Clerk.

ARTICLE 14: MISCELLANEOUS

Section 1. Clothing Allowance: An annual clothing allowance for members. Clothing payments will be issued upon submission of receipts up to the following amounts per year:

Year	Amount
FY 2024	\$400.00
FY 2025	\$425.00
FY 2026	\$450.00

Section 2. Act of God/Weather: Members will be paid a minimum of three (3) hours if sent home due to extreme circumstances with weather or an emergency situation. Not applicable if no work has started due to snow emergency, severe weather, or emergency situation.

Section 3. Direct Deposit: All members are required to participate in a mandatory direct deposit program.

Section 4. Call-in Pay: In the case that the Parking Enforcement Officer is called in for unscheduled maintenance of a parking kiosk, such union member will be paid a two (2) hour minimum at time and one half (1½) of their hourly rate for getting called in. Any hours worked after the first two (2) hours shall be paid at the employee's regular rate.

Section 5. Credit Union: 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 once each week. 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 authorized for deduction.

Section 6. Personal Protective Equipment (PPE): As a result of the COVID-19 pandemic, the City of Newburyport agrees 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.

In the case of future public crisis that would affect the operations of the parking program and the working conditions of parking control employees, the City of Newburyport agrees to work with the Union to provide any necessary accommodations to safeguard the health and well-being of the bargaining unit members.

Section 7. Body Cameras: The parties agree to the implementation of Body Camera tracking system for the purpose of efficient management of its vehicles and personnel. The Body Camera Tracking system will not be used for disciplinary purposes. The gathering of Body Camera Information may only be utilized for corroborating purposes when dealing with the safety of the city employees and the public. Officers, when possible are expected to turn on cameras at the beginning of any interactions with members of the public that are or may be about to become contentious. All videos will be saved for 30 days in case of complaint. Enforcement officers, when possible are expected to take all efforts to video interactions that may lead to a complaint.

ARTICLE 15: FUNDING

All cost items contained in this Agreement are subject to the annual appropriations process. 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 16: ADMINISTRATIVE PROTECTION

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

Section 2. All City of Newburyport employees have the right to work in an environment free from harassment and violence. If an employee feels that they have been sexually harassed, harassed on the basis of national origin, race, color, sex, gender identity/expression, age, military service, religion, sexual orientation, disability or that an act of violence towards the employee has occurred, the employee shall immediately contact their supervisor. If someone in the employee's immediate chain of command is the alleged harasser, the employee shall immediately contact the Mayor's Office. All complaints of harassment will be taken seriously and promptly investigated. The City will preserve the confidentiality of harassment complainants and witnesses as much as possible consistent with a thorough investigation. When necessary, the City may opt to hire an attorney to conduct a legal finding of fact. If a finding of fact has found an employee to be guilty of harassment, said employee shall be disciplined including demotion, transfer, suspension without pay, or termination.

ARTICLE 17: 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 activity, nor will they be permitted to use vacation, sick or personal time during such participation. Such employees will be subject to discharge.

ARTICLE 18: 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 terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such term of condition, and the obligations of the Union or of the City to such future performance shall 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 a 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 of provisions affected. The remaining parts, or provision, shall remain in full force and effect.

ARTICLE 19: UNDERSTANDING OF AGREEMENT

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

ARTICLE 20: 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, the City Ordinances as written and in effect at the time of executing of this contract.

ARTICLE 21: ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties, along with any written amendments 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.

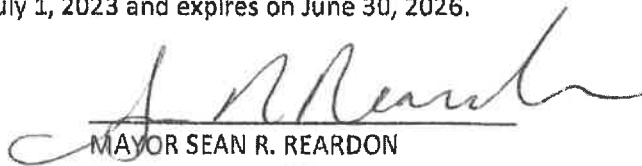
ARTICLE 22: DURATION

This Agreement shall become effective on July 1, 2023 and expires on June 30, 2026.



JAMES D. MARKS
UNION BUSINESS AGENT

DATE: 7/7/23



MAYOR SEAN R. REARDON
CITY OF NEWBURYPORT

DATE: 7/10/2023