



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY

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AMESBURY CITY CLERK

SPONSORED BY:

Kassandra Gove
Kassandra Gove, Mayor

BILL No. 2020-028

An Order to fund the employment agreement between the City of Amesbury and AFSCME Council 93, Local 939 dated July 1, 2019 to June 30, 2022.

Summary: This appropriation will transfer \$25,000 to/from various accounts to fund the FY 2020 portion of the 3-year labor contract between the City of Amesbury & AFSCME Council 93, Local 939.

Per Chapter 95-2 of City Ordinances (Bill No. 2006-16), initial request for appropriations for funding of a labor contract agreement must be submitted by the Mayor as a unique measure separately from the annual operating budget and be accompanied by a copy of the contract for which funding is requested.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same, as follows:

To authorize transfers totaling \$25,000.00 to fund the employment agreement between the City of Amesbury and AFSCME Council 93, Local 939 dated July 1, 2019 to June 30, 2022 as follows:

From Salary Reserve to Department of Public Works - \$8,250.00
From Water Enterprise Fund to Water Department - \$11,750.00
From Sewer Enterprise Fund to Sewer Department- \$5,000.00

Memorandum of Agreement between the City of Amesbury and AFSCME Council
93, Local 939

July 1, 2019 - June 30, 2022

This Memorandum of Agreement (the "Agreement") is entered into this 19th day of August, 2019, by and between the City of Amesbury, acting by and through its Mayor, and the American Federation of State, County and Municipal Employees, Council 93, Local 939, by and through its duly authorized representatives.

WHEREAS, the City of Amesbury (the "City") and the American Federation of State, County and Municipal Employees, Council 93, Local 939 ("AFSCME" or the "Union") are parties to a collective bargaining agreement (the "CBA");

WHEREAS, the parties' current CBA has an expiration date of June 30, 2019;

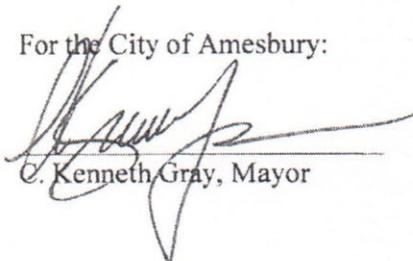
WHEREAS, the parties have engaged in good faith negotiations and have reached a successor agreement, subject to ratification and appropriation of funds;

NOW, THEREFORE, the parties agree as follows:

1. The parties agree to a three-year agreement, for the period of July 1, 2019 through June 30, 2022.
2. Article IV—Wages shall be increased as follows:
 - Year 1: 1.5%
 - Year 2: 2%
 - Year 3: 2%
3. Article I, Section 1: Payroll Deduction of Union Dues and Agency Service Fees, will be amended by removing the struck-through language and adding the bold-faced language below:
 - B. Employees who do not become members of the Union ~~shall may, on a voluntary basis, pay an agency fee to the Union and said agency fee shall be in the same amount as union dues, thirty (30) days after hiring or thirty (30) days after the effective date of this Agreement, whichever is later.~~ **for the purpose of covering the costs associated with collective bargaining and representation in disciplinary matters.** Upon receipt of signed authorization, the City shall deduct from the employees' pay said agency fee monies and shall remit same to the Union in the same manner as Union dues. ~~Employees not on the payroll deduction shall make other arrangements; agreeable to the Union to pay said agency fee, and failure to pay said agency fee in any manner may result in disciplinary action up to and including discharge.~~ The Union agrees to defend and hold the City harmless in any case of a challenge to any disciplinary action taken in connection with this article.

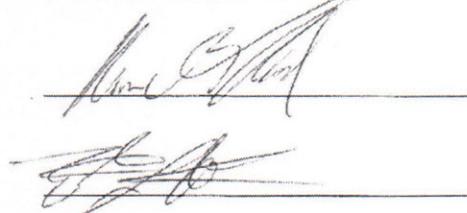
- C. **The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. This deduction is authorized by MGL Ch 180 Section 17J.**
4. Article III, Section 7: Standby Personnel will be amended by increasing the weekly stipend for the designated standby personnel as follows:
Fiscal Year 2020: increase from \$150 to **\$200**
Fiscal Year 2021: increase from \$200 to **\$300**
Fiscal Year 2022: increase from \$300 to **\$400**
5. Article VI—Benefits. Section 9: Health Insurance will be amended by replacing any reference to “Plan A Delta” with “Blue Cross/Blue Shield” with respect to the Dental Plan.
6. The parties agree to re-open the contract during the 2020-2021 fiscal year to discuss the possibility of changes to Article VI Section 2 to allow for employee buy-back of vacation time in lieu of carry-over. The agreement to re-open and discuss this issue does not bind either party to any position, and merely indicates a willingness to enter into negotiations prior to the expiration of the collective bargaining agreement.
7. All other terms of the parties’ collective bargaining agreement for the period of July 1, 2016 through June 30, 2019 shall remain in effect, unless expressly modified herein. This Agreement, and any and all outstanding side letters, memoranda of agreement, or grievance decisions shall be consolidated into one CBA document as contemplated in Item 1 of this Agreement.

For the City of Amesbury:



C. Kenneth Gray, Mayor

For AFSCME, Local 939:



Dated: August 19, 2019

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