

2022 NOV -7 P 1: 25

CITY OF AMESBURY, MA



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-TWO

SPONSORED BY: *Kassandra Gove* **BILL No. 2022- 148**
Kassandra Gove, Mayor

An Order to transfer \$233,187.89 from FY23 Salary and Budget Reserve accounts to various Departmental Salaries & Wages accounts.

Summary: This order requests a budget transfer in the amount of \$233,187.89 from FY23 Salary and Budget Reserve accounts to various Departmental Salaries & Wages accounts to fund the FY23 portion of the 3-year labor contract between the City of Amesbury and the Office and Professional Employees International Union, Local 6, AFL-CIO (OPEIU), dated July 1, 2022 to June 30, 2025, as well as to fund FY23 non-union employees' cost of living adjustments at a rate of 2.5% and other salary adjustments (i.e. vacation payouts, retention incentives, changes in weekly hours).

Additional funds necessary for the first-year cost items of the OPEIU collective bargaining agreement and FY23 non-union costs of living and other adjustments are contained within the existing and approved FY23 Budget.

Pursuant to Chapter 95, Section 95-2 of the City Ordinances, the 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.

Fund Account No.	Account Name	Transfer To:
100 0121 5110 00	Mayor Salaries & Wages	\$11,387.05
100 0162 5110 00	Elections Salaries & Wages	\$11,784.00
100 0162 5130 00	Elections Overtime	\$5,354.77
100 0111 5110 00	City Council Salaries & Wages	\$5,225.28
100 0111 5130 00	City Council Overtime	\$200.00
100 0134 5110 00	Administration & Finance Salaries & Wages	\$40,142.65
100 0141 5110 00	Assessor Salaries & Wages	\$25,554.96
100 0145 5110 00	Treasurer/Collector Salaries & Wages	\$7,746.42

100 0171 5152 00	Conservation Buy-Back	\$3,085.55
100 0210 5110 00	Police Salaries & Wages	\$34,184.65
100 0210 5152 00	Police Buy-Back	\$11,483.07
100 0220 5110 00	Fire Salaries & Wages	\$5,346.26
100 0220 5144 00	Fire Holiday Pay	\$119.15
100 0422 5110 00	DPW Salaries & Wages	\$5,795.88
100 0241 5110 00	Building Inspection Salaries & Wages	\$23,672.92
100 0241 5130 00	Building Inspection Overtime	\$2,000.00
100 0241 5192 00	Building Inspection Clothing Allowance	\$2,200.00
100 0541 5110 00	Council on Aging Salaries & Wages	\$2,220.77
100 0542 5110 00	Youth Services Salaries & Wages	\$14,668.63
610 0450 5110 00	Water Salaries & Wages	\$9,527.27
610 0450 5130 00	Water Overtime	\$61.75
620 0440 5110 00	Sewer Salaries & Wages	\$11,360.18
620 0440 5130 00	Sewer Overtime	\$66.68
	Sub-Total	\$233,187.89
Fund Account No.	Account Name	Transfer From:
100 0946 5981 00	Salary Reserve	\$153,281.26
100 0946 5980 00	Budget Reserve	\$58,890.75
610 0450 5981 00	Salary Reserve	\$9,589.02
620 0440 5981 00	Salary Reserve	\$11,426.86
	Sub-Total	\$233,187.89

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

Authorize the transfer of \$233,187.89 from FY23 Salary and Budget Reserve accounts to various Departmental Salaries & Wages accounts as specified herein to fund the first year cost items associated with the collective bargaining agreement between the City of Amesbury and the Office and Professional Employees International Union, Local 6, AFL-CIO (OPEIU), with a term of July 1, 2022 to June 30, 2025 as well as to fund FY23 non-union employees' cost of living adjustments at a rate of 2.5% and other salary adjustments.

Memorandum of Agreement between
the City of Amesbury and OPEIU, Local 6, AFL-CIO
July 1, 2022 - June 30, 2025

This Memorandum of Agreement (the "Agreement") is entered into this ___ day of _____, 2022, by and between the City of Amesbury, acting by and through its Mayor, and the Office and Professional Employees International Union, Local 6, AFL-CIO by and through its duly authorized representatives.

WHEREAS, the City of Amesbury (the "City") and the Office and Professional Employees International Union, Local 6, AFL-CIO ("OPEIU" or the "Union") are parties to a collective bargaining agreement (the "CBA");

WHEREAS, the parties' current CBA has an expiration date of June 30, 2022;

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. All terms of the previous collective bargaining agreement remain in force and effect except to the extent the parties agree to specific amendments.
2. The parties agree to a three-year agreement for the period of July 1, 2022, through June 30, 2025.
3. All gender pronouns or other indications of gender shall be amended to "they/them" pronouns or other gender-neutral indications.
4. Amend Article 6, Section 6.03 Compensation of Negotiating Committee, by deleting subsection B and replacing it with the following:

B. The Union shall have the exclusive right to elect and determine the composition of its Union Negotiating Committee.
5. Amend Article 7, Section 7.01 Definitions of Positions and Work Week as follows:

LIBRARY EMPLOYEES

Definition of Positions—Amend this section by adding the following definitions of Part-Time Employees and Temporary Part-Time Employees, and by revising "Special Part-Time Employees," so this section reads as follows (changed language in red):

Part-Time Employees who are subsequently appointed to Full-Time positions shall be eligible for the full credit of vacation leave and longevity benefits based upon the years of service from their original appointment date.

Temporary Part-Time Employees who subsequently become Full-Time

Employees with no break in service shall be entitled to vacation and longevity benefits based upon their date of original appointment.

Special Part-Time Employees: Employees regularly scheduled to work less than twenty (20) hours per week. Special part-time employees are entitled to receive paid sick and vacation time on a prorated basis.

Work Schedule—Amend this section as follows:

Delete Subsection G entirely.

Delete Subsection H and replace with the following (changed language in red):

Management will have a written procedure for scheduling employees for substitution shifts that will be shared with all staff. This procedure will be revisited each year as changes arise, union stewards will have the ability to review the policy and give suggestions before it is finalized and distributed to staff. Management will ensure that hours worked beyond regularly assigned work hours will be distributed equitably and impartially to all staff.

PUBLIC SAFETY CLERKS—Amend these sections to reflect schedule change to twelve-hour shifts, four-days-on four-days-off.

Amend Definition of Positions by deleting and replacing with the following (changed language in red):

Permanent Full-Time Employees: A Public Safety Clerk is regularly scheduled to work twelve(12) hours per shift in four and four rotations, consisting of four (4) consecutive days on duty followed by four (4) days off duty during an eight (8) day schedule.

Permanent Part-Time Employees: An Employee regularly scheduled to work twelve (12) hours per shift in two and six rotations, consisting of two (2) consecutive days on duty followed by six (6) days off duty during an eight (8) day schedule.

Amend Work Schedule by deleting and replacing with the following (changed language in red):

Permanent Full-Time Public Safety Clerks shall work a twelve (12) hour day schedule consisting of four consecutive days on duty followed by four (4) consecutive days off duty.

Permanent Part-Time Public Safety Clerks shall work a twelve (12) hour day schedule consisting of two (2) consecutive days on duty followed by six (6) consecutive days off duty.

Days begin with the day shift of each calendar day. Each regularly scheduled shift shall be twelve (12) hours in duration and all Public Safety Clerks are subject to day or night duty as assigned by the Chief of Police or their designee.

All Public Safety Clerks are subject to mandatory recall duty to cover vacant shifts or other emergencies as determined by the Chief of Police or their designee.

Every overtime opportunity available to permanent full-time Public Safety Clerks will be assigned in a fair and equitable manner, commencing with seniority. Overtime shall be administered through the Communication Coordinator.

The Chief of Police or the Chief's designee may assign part-time or per diem Public Safety Clerks to available overtime to allow those Employees to maintain proficient skills, as long as (a) no individual part-time or per diem Employees may be assigned in place of a permanent full-time Public Safety Clerk more than sixteen (16) hours per month and (b) no more than fifty percent (50%) of all available overtime per month may be assigned to part-time or per diem employees unless there is no full-time Public Safety Clerk interested in working and there are available part-time or per diem employees willing to work. The Chief of Police or their designee may assign other CJIS-Certified personnel to fill vacant shifts as needed.

The following applies when calculating time for Public Safety Clerks:

- A. Vacation Time: One (1) eight (8) hour shift = one (1) vacation day.
- B. Holiday Time: A paid holiday is twelve (12) hours.
- C. One (1) week = seven (7) days, eight (8) hour shifts

Unless it is an emergency, the Employer shall give at least ten (10) working days' notice of any proposed change in work schedules. After consulting with the employee, the schedule may be modified, taking into consideration the employee's circumstances in determining what is reasonable notice.

All employee's work schedules shall provide for three (3) fifteen (15) minute breaks during a twelve (12) hour shift. In addition, a half hour meal break will be granted when they work a full twelve (12) hour shift.

6. Amend Article 8, Section 8.02 Wages, by increasing wages as follows:

- FY23 (July 1, 2022-June 30, 2023)-- 2.5%
- FY24 (July 1, 2023-June 30, 2024)-- 3%
- FY25 (July 1, 2024-June 30, 2025)-- 2%

and update Appendix A to reflect these increases and conform to the language of Article 8, Section 8.01, as provided in Appendix A attached hereto.

7. Amend Article 8, Section 8.06 Overtime, by deleting and replacing with the following:

Section 8.06 Overtime

Any employee not exempt from the Fair Labor Standards Act (FLSA) shall receive overtime compensation as follows:

A. City Employees

- i. At the straight time rate for hours actually worked in excess of their regular shift, but not for more than forty (40) hours in a workweek. Before the work is performed, an employee may elect to receive compensatory time off in lieu of hour-for-hour pay for hours actually worked in excess of their regular shift but for not more than forty (40) hours in a workweek.
- ii. At the rate of time and one half for hours actually worked in excess of forty (40) hours in a workweek. Before the work is performed, an employee may elect to receive compensatory time off in lieu of overtime pay for all hours worked in excess of forty (40) hours in a workweek at the rate of time and one half.

B. Public Safety Clerks

Public Safety Clerks work a yearly average of forty-two (42) hours a week. The Public Safety Clerks' payrate will reflect the built-in overtime worked regularly and any overtime worked past a regularly worked fulltime schedule will be paid at time and a half. In an emergency or sick call situation, all public safety clerks will be called. If the vacancy is not filled, the outgoing shift and incoming shifts will be assigned the open shift in four-hour increments. Regular pre posted overtime will be assigned in 12-hour increments to the employee willing to take the full shift. If it is not possible to fill the shift, the shift may be assigned in four-hour increments and if needed an off-duty employee will be forced in. A log of who was last forced to work a shift will be kept. A record of forced overtime will be kept and not counted against the employee when requesting overtime shifts. If an employee is assigned a requested overtime shift that they then cannot work, it is their responsibility to get coverage for that shift.

C. All OPEIU Employees

When possible, overtime work shall be approved by an employee's department head before the work is performed. Time must be reported within one (1) week on a form prescribed by the City. An employee shall be permitted to use compensatory time within a reasonable period after making a request, with the approval of the department head. Compensatory time must be used in the same fiscal year in which it is earned, but up to forty (40) hours may be carried over into the next fiscal year with the department head's approval.

8. Amend Article 11, Section 11.01 Vacant Position, by deleting language in strikethrough and adding language in bold:

Section 11.01 Vacant Position

When a position covered by this Agreement becomes vacant, and the Employer intends to fill it, that vacancy shall be ~~posted in a conspicuous place for seven (7) workdays~~ e-mailed to all Union employees and posted for external candidates simultaneously. The posting shall list the pay, duties, and qualifications of the position. A copy must also be provided to the Union Stewards. ~~The position will be offered to the most senior qualified applicant. The City shall post the names of the successful applicants on the appropriate bulletin boards.~~

~~If the most senior applicant is not selected, the applicant shall have the right to grieve through the grievance procedure up to and including arbitration.~~

~~If no qualified candidate is found within the bargaining unit, the Employer may hire from outside.~~

The City recognizes the benefits to be gained by encouraging employees to develop plans for advancing their careers and making the fullest possible use of the skills and potential of incumbent employees as well as to provide employees with opportunities to advance. Therefore, when the qualifications, defined as training, skill, ability, experience and other relevant factors as determined by the City, of an internal applicant and an external applicant for a promotional position are considered relatively equal by the City in its discretion, internal applicants will be given preference for promotion to positions covered by this Agreement.

9. Amend Article 14, Section 14.01 Paid Holidays, by adding "Juneteenth" to the list of paid holidays and by making the following deletions and additions:

Addition: Holidays occurring during an employee's vacation or bereavement leave shall not count as vacation or bereavement time.

LIBRARY EMPLOYEES

Deletion (per recent MOA): If any of the observed holidays listed in the CBA falls on a Monday or Friday, the Saturday preceding the Monday holiday or the Saturday following the Friday holiday shall be defined as "Saturday holidays," and shifts on such Saturday holidays shall first be filled by Division (e.g., Children's, Reference, Circulation, etc.) on a volunteer basis no later than one month in advance of said Saturday holiday. Any shifts for such "Saturday holidays" remaining unfilled as of one month prior to such Saturday holiday shall be filled at the discretion of the Library Director or his/her designee.

Addition: If a holiday listed in this CBA falls on a Saturday and is observed on a

Saturday, then the library shall be closed on the Friday preceding it.

PUBLIC SAFETY CLERKS

Full-Time Public Safety Clerks shall receive fourteen (14) paid holidays per year, as identified above. On or before November 15 of each year, the Public Safety Clerk shall receive a lump sum payment of seven (7) holidays at the employee's regular rate, or be granted those days off. On or before June 15 of each year, the employee shall receive a lump sum payment for seven (7) holidays at the employee's regular hourly rate or be granted those days off. If requested as time-off, the time is available for use as of January 1st of the calendar year.

10. Amend Article 14, Section 14.04 Working a Holiday, by deleting and replacing with the following:

An employee who is required to work any holiday set forth in Section 14.01 shall receive their normal rate of pay and the holiday pay except that Public Safety Clerks working on Christmas, Thanksgiving, and July 4th shall be paid double-time for hours actually worked.

11. Amend Article 15, Section 15.01 Vacation Leave, by making the following additions and revisions:

Revision: Subsection F—to read as follows:

Vacation requests for Public Safety Clerks must be made in writing to the Communication Coordinator or their designee at least fourteen (14) days before the planned vacation. The Communication Coordinator or designee will place the date requested on the vacation planner posted in the communications area of police headquarters and write it on the calendar in red ink, which indicates the Communication Coordinator or designee is preparing to assign the vacation day. All other communication personnel will have ten (10) days from then to request the same day. If two (2) or more Employees request the same day off within the ten (10) day posting period, seniority will prevail in assigning the vacation day.

12. Amend Article 15, Section 15.03 Sick Leave, by making the following additions and revisions:

- A. Full- and part-time Employees of the City shall accrue sick leave at the rate of one and one-quarter (1.25) days per month of service. Part-time employees shall accrue sick leave on a prorated basis. Permanent full-time safety clerks shall accrue twelve (12) hours of sick leave per month of service.

D. If a Public Safety Clerk is ill and unable to report to duty he or she shall notify the Communication Coordinator or their designee as soon as the employee knows that he/she cannot report to work. A minimum of six (6) hours notice should be given prior to the scheduled start of the shift. If full twelve (12) hour shift coverage cannot be found, the current Public Safety Clerk will not be required to work more than four (4) hours additional to their regularly scheduled shifts in conjunction with this relief coverage. The Police Chief or their designee is responsible for arranging the relief coverage.

13. Amend Article 15, Section 15.04 Sick Pool, but amending the typo in this section changing "They may borrow up to five (5) years of sick leave" To "up to five (5) days."

14. Amend Article 15, Section 15.05 Family and Medical Leave Act, by eliminating paragraph 3 of "Family Leave" and paragraph 4 of "Medical Leave"; by deleting paragraph 1 of "Family and Medical Leave" and replacing it with the following:

An employee is entitled to twelve (12) weeks of family or medical leave in a twelve (12) month period. For this purpose, A "rolling" 12-month period measured backward from the date of any FMLA leave usage will be used.

and by adding the following as an unnumbered paragraph at the end of Section 15.05:

Alleged violations of Section 15.05 of the CBA may be grieved through Steps 1 & 2 of the Grievance Procedure provided by Sections 16.03 and 16.04 respectively, but neither alleged violations of Section 15.05 of the CBA nor of any provision of the FMLA, shall be subject to the arbitration procedures provided by Section 16.05 of the CBA. Rather, employees may pursue other available remedies at law for such statutory violations.

15. Amend Article 18, Section 18.03 Clothing Allowance, paragraph 2, as follows:

Public Safety Clerks will be provided, through the Police Department's Quartermaster system two short-sleeve shirts and 1 outerwear garment annually in a style and color as approved by the Police Chief. In addition, each Public Safety Clerk will be provided with a four-hundred-dollar (\$400) credit, to be paid annually on July 1st, which can be used to purchase other clothing, provided that the style, fabric and color of clothing is approved by the Police Chief or their designee, and which shall be paid to employees or in the form of a reimbursement.

16. Amend Article 18, Section 18.05 Education Allowance, paragraph (a), by providing that the maximum tuition benefit shall be calculated within the fiscal year.

17. Amend Article 18, Section 18.13 Job Descriptions, by adding the following paragraph at the end of the existing Section:

OPEIU 7/1/2022 2.50%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 18	\$36.71	\$37.21	\$37.71	\$38.21	\$38.71	\$39.21	\$39.71	\$40.21
Grade 16	\$33.07	\$34.46	\$35.84	\$37.29	\$38.77	\$40.32	\$41.91	\$43.16
Grade 14	\$29.27	\$30.65	\$32.00	\$33.41	\$34.78	\$36.21	\$37.60	\$38.95
Grade 12	\$25.20	\$26.27	\$27.35	\$28.43	\$29.61	\$30.77	\$32.00	\$32.96
Grade 11	\$21.87	\$22.85	\$23.83	\$24.71	\$25.72	\$26.72	\$27.90	\$28.78
Grade 10	\$21.34	\$22.23	\$23.14	\$24.11	\$25.09	\$26.17	\$27.22	\$28.03
Grade 9	\$18.41	\$19.30	\$20.21	\$21.16	\$22.15	\$23.15	\$24.38	\$25.76
Grade 7	\$17.85	\$18.57	\$19.36	\$20.16	\$21.00	\$21.88	\$22.76	\$23.22
Grade 6	\$15.78	\$16.71	\$17.67	\$18.56	\$19.50	\$20.45	\$21.41	\$22.08
Grade 4	\$15.84	\$16.48	\$17.14	\$17.88	\$18.59	\$19.38	\$20.16	\$20.77
Grade 2	\$13.89	\$14.29	\$14.69	\$15.09	\$15.62	\$16.05	\$16.49	\$16.91

OPEIU 7/1/2023 3.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 18	\$36.72	\$38.33	\$39.97	\$41.64	\$43.33	\$45.05	\$46.80	\$48.02
Grade 16	\$34.06	\$35.49	\$36.92	\$38.41	\$39.93	\$41.53	\$43.17	\$44.46
Grade 14	\$28.40	\$29.84	\$31.29	\$32.74	\$34.21	\$35.71	\$37.24	\$38.08
Grade 12	\$25.96	\$27.06	\$28.17	\$29.28	\$30.50	\$31.69	\$32.96	\$33.95
Grade 11	\$22.52	\$23.47	\$24.44	\$25.45	\$26.49	\$27.67	\$28.74	\$29.58
Grade 10	\$21.98	\$22.90	\$23.83	\$24.83	\$25.84	\$26.96	\$28.04	\$28.88
Grade 9	\$18.85	\$19.64	\$20.44	\$21.27	\$22.14	\$23.10	\$24.08	\$24.50
Grade 7	\$18.39	\$19.13	\$19.94	\$20.76	\$21.63	\$22.54	\$23.44	\$23.91
Grade 6	\$16.71	\$17.70	\$18.65	\$19.65	\$20.61	\$21.69	\$22.68	\$23.67
Grade 4	\$16.32	\$16.97	\$17.65	\$18.42	\$19.15	\$19.96	\$20.76	\$21.39
Grade 2	\$14.10	\$14.72	\$15.34	\$15.95	\$16.57	\$17.12	\$17.60	\$18.56

OPEIU 7/1/2024 2.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 18	\$37.52	\$39.16	\$40.87	\$42.53	\$44.35	\$46.05	\$47.85	\$48.98
Grade 16	\$34.74	\$36.20	\$37.66	\$39.18	\$40.73	\$42.36	\$44.03	\$45.35
Grade 14	\$28.97	\$30.43	\$31.90	\$33.58	\$35.03	\$36.74	\$38.67	\$37.79
Grade 12	\$26.48	\$27.60	\$28.73	\$29.87	\$31.11	\$32.32	\$33.62	\$34.63
Grade 11	\$22.98	\$23.97	\$24.98	\$25.96	\$27.02	\$28.19	\$29.31	\$30.39
Grade 10	\$22.42	\$23.36	\$24.31	\$25.33	\$26.36	\$27.50	\$28.60	\$29.45
Grade 9	\$19.23	\$20.00	\$20.85	\$21.71	\$22.67	\$23.56	\$24.51	\$24.99
Grade 7	\$18.76	\$19.51	\$20.34	\$21.18	\$22.06	\$22.99	\$23.91	\$24.39
Grade 6	\$17.78	\$18.70	\$19.67	\$20.65	\$21.63	\$22.55	\$23.44	\$24.16
Grade 4	\$16.65	\$17.31	\$18.00	\$18.79	\$19.53	\$20.36	\$21.18	\$21.82
Grade 2	\$14.23	\$15.00	\$15.68	\$16.27	\$16.98	\$17.68	\$18.37	\$18.92

APPENDIX A -- POSITIONS BY GRADE

GRADE 18

Director of Planning
Waste Water Treatment Plant Chief Operator
Water Systems Manager
Public Health Nurse
Assistant City Engineer
Project Coordinator
Recreation Director

GRADE 16

Head of Archives
Head of Public Services
Head of Youth Services
Assistant Building Inspector

GRADE 14

Technical Services / Reference Librarian
Reference Librarian
Children's Librarian
Librarian
Administrative Assistant/Assistant Manager
Housing Rehabilitation Project Manager
Young Adult Reference Librarian

GRADE 12

Administrative Assistant
Assistant Tax Collector
Animal Control Officer
Head of Technical Services
Head of Circulation
Youth Services Assistant

GRADE 11

Communication Coordinator

GRADE 10

Electrical Inspector
Gas/Plumbing Inspector
Administrative Secretary
Head Clerk
CDBG Administrative Secretary
Water Billing

GRADE 8

Public Safety Clerks
Circulation Library Assistant

GRADE 7
Principal Clerk

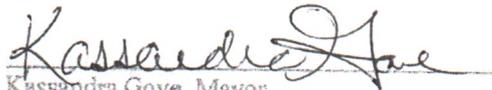
GRADE 4
Senior Clerk

GRADE 2
Van Driver

Any job changes to vacant positions will be created by the employer and must be approved by union stewards or by a union representative.

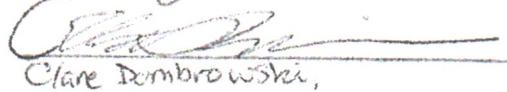
18. Amend Appendix A by replacing position title "Public Safety Clerk Coordinator" with "Communication Coordinator," as provided in Appendix A attached hereto
19. Amend Appendix A by reclassifying Circulation Library Assistant position from Grade 6 to Grade 8 effective 7/1/2022, as provided in Appendix A attached hereto.
20. Remove Sexual Harassment Policy of the City of Amesbury from the CBA and replace with an acknowledgment that the City will maintain a sexual harassment policy by which OPEIU employees shall be governed.

For the City of Amesbury:


Kassandra Gove, Mayor

For OPEIU, Local 6


Phil Barile, Chief Field Services



Clare Dombrowski,

Dated: 10/20/22

Dated: 9/26/22