



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE

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CITY OF AMESBURY

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CITY OF AMESBURY

SPONSORED BY: Kassandra Gove BILL No. 2025- 126
Kassandra Gove, Mayor

An Order to transfer \$120,416.38 from FY26 Salary Reserve account to various Departmental Salaries & Wages accounts.

Summary: This order requests a budget transfer in the amount of \$120,416.38 from FY26 Salary Reserve account to various Departmental Salaries & Wages accounts to fund the FY26 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, 2025 to June 30, 2028, as well as to fund FY26 non-union employees' cost of living adjustments at a rate of 2% and other salary adjustments (i.e. changes in weekly hours/pay rates, retention incentives, vacation payouts).

Additional funds necessary for the first-year cost items of the OPEIU collective bargaining agreement and FY26 non-union costs of living and other adjustments are contained within the existing and approved FY26 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	\$4,401.50
100 0134 5110 00	Administration & Finance Salaries & Wages	\$8,557.06
100 0136 5110 00	Human Resources Salaries & Wages	\$6,485.87
100 0141 5110 00	Assessor Salaries & Wages	\$26,229.58
100 0145 5110 00	Treasurer/Collector Salaries & Wages	\$4,991.39
100 0155 5110 00	Information Technology Salaries & Wages	\$6,858.26

100 0171 5110 00	Conservation Salaries & Wages	\$1,416.87
	Office of Community and Economic Development	
100 0182 5110 00	Salaries & Wages	\$8,084.98
100 0210 5110 00	Police Salaries & Wages	\$30,891.98
	Building Inspection Salaries & Wages	
100 0241 5110 00		\$809.52
	Council on Aging Salaries & Wages	
100 0541 5110 00		\$300.00
	Youth Services Salaries & Wages	
100 0542 5110 00		\$4,214.57
100 0610 5110 00	Library Salaries & Wages	\$14,499.67
610 0450 5110 00	Water Salaries & Wages	\$2,675.13
	Sub-Total	\$120,416.38
Fund Account No.	Account Name	Transfer From:
100 0946 5981 00	Salary Reserve	\$120,416.38
	Sub-Total	\$120,416.38

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 \$120,416.38 from FY26 Salary 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, 2025 to June 30, 2028 as well as to fund FY26 non-union employees' cost of living adjustments at a rate of 2% and other salary adjustments.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF AMESBURY
AND
OPEIU, LOCAL 6**

This Memorandum of Agreement (the "Agreement") is entered into this 21st day of November, 2025, by and between the City of Amesbury, acting by and through its Mayor, and the Office, professional Employees International Union, Local 6 , by and through its duly authorized representatives.

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

WHEREAS, the parties' current CBA had an expiration date of June 30, 2025;

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. That the existing contract remain in full force and effect except to the extent specifically amended.
2. That ARTICLE 3 - RECOGNITION - Section 3.01 -Recognition and Definition of Units be amended by deleting the following positions:
 - Executive Assistant to the Chief of Police
 - Recreation Director, To be deleted at the time that the incumbent leaves the position
3. That the parties execute an integrated collective bargaining agreement covering the period July 1, 2025, through June 30, 2028.
4. To amend the Wage scale by adding the following to base wage:
July 1, 2025 2.0%
July 1, 2026 2.0%
July 1, 2027 2.0%

Public Safety Clerks will be regraded from Grade 8 to Grade 9 (3.0 %) at their current step, and the Coordinator from Grade 11 to Grade 12, Step 6. The Clerks and Coordinator will take over all responsibilities for Public Records Requests.

Public Safety Clerks shall receive an annual stipend of \$500.00 payable as part of the regular payroll.

The City proposes that retroactive pay, if any, will be paid only to current employees at the time of contract signing and to those employees who retired between July 1, 2025 and the signing of the contract.

5. That ARTICLE 4 - Section 4.07 be amended by deleting and replacing with the following:

Section 4.01 Dues or Service Fee

Employees of the Town covered by this Agreement may elect to become members in good standing in the Union. Employees who elect not to become members in good standing of the union but want to contribute towards the cost of representation may elect to pay agency service fee to the Union.

And by adding:

Section 4.03 Liability

The Union agrees to indemnify and hold harmless the City against all claims, suits, or other forms of liability related to the deductions of dues or service fee.

6. That ARTICLE 7 - WORK WEEK be amended by deleting the words "each July" and substituting it with the words "a period of notice of no less than thirty (30) days."
7. That ARTICLE 8 - COMPENSATION, Section 8.06 - OVERTIME be amended by changing the word "fiscal" to "calendar."
8. That ARTICLE 14 - PAID HOLIDAYS, LIBRARY EMPLOYEES be amended by deleting the exiting language and having it read:

If the Library Board of Trustees votes to close the library early or close the library all day for any reason other than a holiday as listed in CBA, bargaining unit employees at the library will be paid for the hours they would have normally been scheduled to work, except in the case of:

1. Staff development day with compensation as specified in section 18.09.
2. Planned facilities project during which the director will ensure that all library bargaining unit employees can work their normally scheduled hours. If this is not possible for all employees, then all library bargaining unit employees will be paid straight time for the hours they would have been normally scheduled worked.

If a holiday occurs on a full-time employee's normal day off, they shall receive, at the option of the department head, either (a) a credit of that day to the employee's

vacation time, or (b) one day's pay at straight time, in accordance with definition of the term "day" in Article 7.

If holidays listed on this CBA fall on Saturday and is observed on a Saturday, then the Library shall be closed on the Friday proceeding it.

Special part-time employees, as defined in Article 7, Section 7.01 shall be paid for holidays on a pro-rated basis regardless of if they are normally scheduled to work that holiday or for the hours they would have worked on that holiday.

9. To amend ARTICLE 14 – PAID HOLIDAYS, Section 14.01 to include Christmas Eve as a paid holiday for all full-time and part-time employees.

10. To amend ARTICLE 14 - PAID HOLIDAYS - GENERAL GOVERNMENT EMPLOYEES to read as follows:

Any holiday that falls on a Saturday or Sunday shall be observed on the day that it is legally observed. If a holiday falls on Tuesday, the Employer may require the employees to work the additional hours on the Monday preceding it. If a holiday is observed on a Friday, employees will be released early on the Thursday preceding it.

11. To amend ARTICLE 15 - PAID AND UNPAID LEAVES, Section 15.01 - VACATION LEAVE to read as follows:

Upon one (1) year, but less than three (3) years of service: two (2) weeks

Upon three (3) years, but less than ten (10) years of service: three (3) weeks

Upon ten (10) years but less than twenty (20) years of service: four (4) weeks

Upon twenty (20) years of service: five (5) weeks

12. To amend Section 15.03 – SICK LEAVE to read as follows:

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 sick leave at the rate of one and one-quarter (1.25) days per month of service.

13. To amend Section 15.01 - VACATION LEAVE to read as follows:

F. Vacation requests for Public Safety Clerks must be made in writing to the Communication Coordinator or their designee at least eight (8) 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 four (4) days from then to request

the same day. If two (2) or more Employees request the same day off within the four (4) day posting period, seniority will prevail in assigning the vacation day. After the four (4) day posting period has expired, final approval for the vacation request may be given to the Employee and no other Employee will have bumping rights for that vacation day. The Chief of Police or their designee has the right to cancel a vacation day or recall any Employee in the interest of public safety.

“Short notice Vacation time: With four days notice, vacation time will be approved only in the event the shift is filled by a Public Safety Clerk willingly. The shift will not be forced. Shift swaps will be approved but at the responsibility of the Public Safety Clerks to track.”

14. That ARTICLE 18, Section 18.07 - TRAVEL REIMBURSEMENT be amended and by adding the following language:

When an employee is authorized by their immediate manager to use their private automobile on official City business, they will be reimbursed at the standard mileage rates as defined by the IRS. Requests for mileage reimbursement shall be in a format approved by the City.

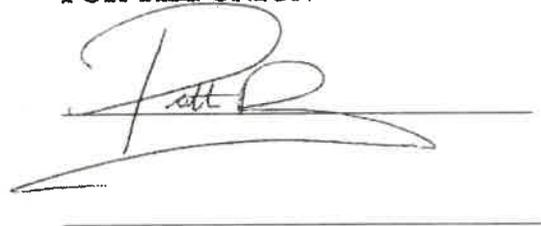
15. That ARTICLE 22 – DURATION, Section 22.01 be amended to read:

“The terms of this Agreement commence as of July 1, 2025 and remain in force until June 30, 2028 and thereafter until a supplementary or new Agreement is negotiated, and the supplementary Agreement is consummated.”

FOR THE CITY



FOR THE UNION



COLLECTIVE BARGAINING AGREEMENT

between

**OFFICE and PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 6, AFL-CIO**

and

The CITY of AMESBURY, MA

Effective July 1, 2022 Expiring June 30, 2025

PREAMBLE

This agreement is between the City of Amesbury ("City" or "Employer") and the Office and Professional Employees International Union, Local 6, AFL-CIO ("OPEIU" or "Union").

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to further the mutual interests of the City and the Union.

By the execution of this Agreement, the parties seek to continue to promote harmonious relations and cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the services provided by the employees; to set forth the agreement of the parties with respect to rates of pay, hours of work, and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as

defined in this document, all with the goal of improving the municipal services in the City. Both parties agree with the principle of equal employment rights regardless of race, religion, national or ethnic origin, color, creed, sex, age, handicap or disability, marital status, sexual orientation or preference, or citizenship status.

ARTICLE 2-SEVERABILITY CLAUSE

If any provision of this Agreement is invalidated by a court of competent jurisdiction, Congress, or state legislature, all other provisions will remain in full force and effect. The parties shall, upon request of either party, enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 3-RECOGNITION

Section 3.01 Recognition and Definition of Units

The Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other specified conditions of employment as contained in this Agreement for:

Library Employees: which means all library employees specifically listed in Certification No. MCR-4492 and -4493.

Public Safety Clerks: which means all Public Safety Clerks, formerly known as Police and Fire Signal Operators, specifically listed in Certification No. MCR-4492 and -4493.

General Government Employees: which means all others specifically listed in Certification No. MCR-4492 and -4493.

Any other position listed in Appendix A.

Section 3.02

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

ARTICLE 4 - UNION SECURITY AND FEES

Section 4.01 Dues

It is a condition of employment that all employees of the City covered by this Agreement, effective on the date this Agreement is executed or 30 days following the commencement of employment, whichever is later, shall become members in good standing in the Union.

Section 4.02 Dues Payroll Deduction

The City agrees to deduct Union initiation fees and dues upon receipt of written authorization from the employee, and twice each month shall remit moneys collected to the Secretary-Treasurer of the Union not later than fourteen (14) days from the date the deduction was made.

Section 4.03 Liability

The Union agrees to indemnify and hold harmless the City against all claims, suits or other forms of liability arising out of the deduction of agency service fees and any challenge to any disciplinary action taken in connection with this Article.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 5.01

The City and its agents retain all rights and powers that they have or may hereafter be granted by law in the Commonwealth of Massachusetts in managing and directing the bargaining units.

Section 5.02

Those rights and powers shall include, but are in no way to be construed as limited to, the right to: select and hire all its employees; promote employees; determine the necessity for filling a vacancy; transfer employees from one position to another; suspend, discipline, or discharge employees for just cause; assign, supervise, or direct all working forces and maintain discipline and efficiency among them; layoff employees and adjust employment when required due to lack of work or curtailment of work; make

reasonable rules and regulations; and generally to control and supervise its operations.

The above rights, powers, and authority are inherent in the City and are not subject to review or determination on any grievance or arbitration procedure, except where such rights, powers and authority are specifically limited by provisions of this Agreement.

ARTICLE 6 UNION RIGHTS

Section 6.01 Access to Premises

The Union Business Agent and one authorized Union Steward may enter the Employer's premises to discuss official Union business, including grievances, provided that:

1. There is no disruption of the Employer operations;
2. When possible, requests for access will be made in advance to the appropriate authority or designee, which will not be unreasonably denied;
3. There is notice of their presence to the appropriate authority or designee upon arrival;
4. Access will be allowed to conduct Union business that cannot be reasonably conducted other than during working hours.

Section 6.02 Necessary Time

Reasonable time with pay shall be granted to a Union Steward to take care of Union business within the bargaining unit, including but not limited to grievances, which cannot be taken care of other than during working hours. The department head or supervisor must approve a request for such time, which shall not be unreasonably denied.

Section 6.03 Compensation of Negotiating Committee

- A. Union Stewards and Negotiating committee members shall not receive any compensation if negotiations or Union business go beyond or start after the regular workday.
- B. The Union shall have the exclusive right to elect and determine the composition of its Union Negotiating Committee.
- C. The Employer reserves the right to schedule not more than fifty percent (50%) of all bargaining sessions after normal business hours.

Section 6.04 Conventions

Union Stewards collectively may use three (3) paid days each fiscal year to attend conventions, conferences, or meetings of the Union.

Section 6.05 Non-discrimination

The City shall not discriminate against any employee because of their participation in the Union or adherence to any provision of this Agreement.

Section 6.06 Use of City Equipment and Supplies

City equipment and supplies shall not be used to conduct Union business, except for e-mail and phones and that use shall be reasonable and without abuse. City equipment and supplies, including, but not limited to e-mail and phones, shall not be used to conduct political business as defined and prohibited by law.

Section 6.07 Bulletin Board Space

Bulletin board space will be made available to the Union in the City Hall, the City Hall Annex, the Police Department, the Fire Department, and the Library in employee only areas for posting Union notices relating to meetings, education, benefits, entertainment, health and safety, and general Union activities.

Section 6.08 Privacy

Although employees recognize that City furniture, supplies, equipment, vehicles, computers, voice mail, e-mail, and correspondence or packages sent or received at work are property of the City; employees shall have a reasonable expectation of privacy in their personal effects at work.

ARTICLE 7 - WORK WEEK

Section 7.01 Definitions of Positions and Work Week

LIBRARY EMPLOYEES

Definition of Positions

Full-Time Employees: Employees regularly scheduled to work thirty-five (35) hours per week.

Part-Time Employees: Employees regularly scheduled to work between twenty (20) and thirty- four (34) hours per week. 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: Employees regularly scheduled to work between twenty (20) and thirty-four (34) hours per week, but for no longer than six (6) consecutive months, unless the parties have agreed to an extension in writing. After six (6) months, unless extended, the temporary part-time position must be posted and filled as a regular part-time employee. 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 holidays, paid sick and vacation time on a prorated basis.

Work Schedule

- A. Availability for evening and Saturday assignments is a condition of employment. The Employer will try to equitably and impartially distribute those assignments.
- B. Library employees may exchange schedule assignments with the department head's prior approval, which shall not be unreasonably withheld.
- C. When Saturday work is assigned, a day off shall be given to the employee during the immediately preceding week. The Employer and the employee may agree to waive this requirement.
- D. For the purposes of payment for vacation leave, sick leave, holiday leave or personal leave the term "day" means the average number of hours actually scheduled to be worked per week divided by five (5).
- E. 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 circumstance in determining what is reasonable notice.
- F. All employees' work schedules shall provide for a fifteen (15) minute break when they actually work four (4) or more hours in succession. The Employer has the authority to schedule meal breaks for employees. Meal breaks shall consist of a one(1) hour break without compensation and free of all duty.

G.

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.

- H. If during the summer the Library closes early at 1:00pm on Saturdays instead of 5:00pm, employees scheduled to work on Saturdays have the following options regarding the three hours not worked. They can (1) use vacation time or compensation time, (2) make up the hours in the same pay period, or (3) choose to not be compensated for those three hours.

PUBLIC SAFETY CLERKS

Definition of Positions

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.

Work Schedule

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 employees' work schedules shall provide for three 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.

GENERAL GOVERNMENT EMPLOYEES

Definition of Positions

Full- Time Employees: Employees regularly scheduled to work thirty-five (35) hours per week. The positions of Waste Water Treatment Plant Chief Operator and Water Systems Manager, however, shall be forty (40) hours per week.

Part- Time Employees: Employees regularly scheduled to work at least twenty (20) hours a week.

The Mayor and the employee's department head may review flexible time schedules each July and when, in the opinion of the Mayor or department head, circumstances warrant a review. After consulting with the employee, such schedules may be modified or terminated at the sole discretion of the Mayor and the department head, which is not grievable. The Employer shall give reasonable notice to the employee of any modification or termination, and the Employer shall consider the employee's circumstances in determining what is reasonable.

Work Schedule

- A. For the purposes of payment for vacation leave, sick leave, holiday leave, or personal leave the term "day" means the average number of hours

actually scheduled to be worked per week divided by five (5).

- B. 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 circumstance in determining what is reasonable notice.
- C. All employees' work schedules shall provide for a fifteen (15) minute break when they actually work four (4) or more hours in succession. The Employer has the authority to schedule meal breaks for employees. Meal breaks shall consist of a one (1) hour break without compensation and free of all duty.

ARTICLE 8 - COMPENSATION

Section 8.01 Classification and Wage Plan

The Classification and Wage Plan in Appendix A is part of this Agreement. This Plan lists the positions covered by *this* Agreement and their wages. Employees who are on Steps 2 through 6 will advance to the next step after having worked twelve (12) months in their step; and employees who are hired at Step 1 will advance to Step 2 after six (6) months of employment.

Section 8.02 Increases

The parties agree to a wage increase as follows:

FY23 (July 1, 2022-June 30, 2023)--	2.5%
FY24 (July 1, 2023-June 30, 2024)--	3.0%
FY25 (July 1, 2024-June 30, 2025)--	2.0%

Section 8.03 Working Out of Classification

Any employee working at a higher classification for four (4) hours or more will be compensated an additional ten percent (10%) for time worked at that higher classification.

Section 8.04 Reclassification Process

- A. Where an employee is performing additional duties for which additional compensation is appropriate, the parties may reclassify a particular position during the term of this Agreement.
- B. A department head or an employee may request that an existing position be reclassified to a higher grade by submitting to the Employer a reclassification

request on a form agreed to by the Union and the Employer. The form shall contain an employee comments section indicating why the employee believes that their position should be reclassified and any supporting documentation may be attached. The department head shall complete a comments section as well and prepare a proposed job description if the department head concurs with the reclassification request. The department head must submit any reclassification request to the Employer within twenty (20) days of receiving the request from the employee.

- C. The Employer will inform the Union of the request and provide it with a copy of the form and supporting documentation within thirty (30) days of receipt. If the Employer determines that reclassification is appropriate, it shall inform the Union and request that the Union concurs. If within sixty (60) days, the Union concurs the employee may be reclassified to the higher grade. If the Employer determines that the requested reclassification is not appropriate or the Union does not concur, the reclassification request will be kept on file and may become the subject of bargaining during successor contract negotiations.

Section 8.05 Longevity

All full- and part-time employees are entitled to longevity compensation added to their regular rate of pay in recognition of continuous service as follows:

Effective July 1, 2012:

Upon ten (10) years, but less than fifteen (15) years	3.5%
Upon fifteen (15) years, but less than twenty (20) years	5.0%
Upon twenty (20) years, but less than twenty-five (25) years	7.5%
Upon twenty five (25) years, but less than twenty-eight (28) years	10%
Upon twenty-eight (28) years	15%

The term "continuous service" does not include a leave of absence.

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 shift 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.

Section 8.07 Callback

- A. Full-time Public Safety Clerks who are called back to duty for any reason shall be paid not less than two (2) hours at time and one half.
- B. Any General Government employee who is required by authorized City personnel to return to duty for an emergency shall be paid not less than three (3) hours at time and a half.
- C. Any general government employee called back a second or subsequent time will be paid atleast four (4) hours unless that call back occurs within four (4) hours of the most recent call back, in which case) the employee will receive time and a half only for the time worked in excess of the previous four (4) hour call.
- D. A Library employee called back in response to an alarm or other emergency

shall be paid not less than two (2) hours at time and a half.

Section 8.08 Promotion

Any employee receiving a promotion will be paid at least the next highest step at the new grade.

Section 8.09 Shift Differential

Full-Time Public Safety Clerks shall receive an additional one dollar (\$1.00) an hour for regular assignments to night shift duty. Regular assignment to night shift duty means being required to work on a regular basis on the second and third shifts. Temporarily working a night shift on an intermittent basis does not qualify the employee for the night shift differential.

Section 8.10 Matron Duty Differential

If a female Public Safety Clerk is trained for and desires to perform matron duty, they will receive a seventy-five (\$75.00) dollars per month matron pay. The City agrees to provide adequate training to employees who perform matron duty. The performance of matron duty shall be at the employee's discretion and on a voluntary basis when available. Seniority and accrued overtime will be taken in to consideration. An employee called back to perform matron duty shall be paid not less than four (4) hours at the employee's current regular rate of pay.

If Matron Duty is needed, then the Chief of Police or his designee will assess the situation and determine if the Matron Duty would be appropriate for a Public Safety Clerk, and if so, an on-duty female Public Safety Clerk shall be offered the Matron Duty first. If the Chief of Police or his designee needs to call an employee in for Matron Duty and if such duty is deemed appropriate for a Public Safety Clerk, the Public Safety Clerks shall have the right of first refusal for such duty, and thereafter, the duty shall be offered to the Police Department Administrative Assistant, provided said Assistant has been trained and receives the Matron Duty stipend.

ARTICLE 9 – PROBATIONARY PERIOD

Section 9.01 Length of Probationary Period

Employees must actually work a six (6) month probationary period from the date the employee actually begins working. An employee's probationary period may be extended for no longer than an additional six (6) months of actually working in the same position. At the Union's request, the Employer agrees to clarify any terms and conditions of the extension.

Section 9.02 Grievance Procedure

A newly hired employee disciplined or terminated during their probationary period shall not have access to the grievance procedure of this Agreement.

ARTICLE 10 - SENIORITY

Section 10.01 Definition

Seniority is based on continuous, regular full-time employment or part-time employment on a pro-rata basis after completion of the probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 10.02 Interruption of Service

An employee's length of service shall not be interrupted during an absence caused by the employee's illness, injury or vacation, but shall be interrupted during any other absence. Furthermore, an employee's seniority shall be broken when the employee (a) has terminated voluntarily, or (b) is discharged for just cause. An employee who has terminated voluntarily or is discharged for just cause and is later rehired shall be considered a new employee. For the purposes of this section, an employee who is laid off shall not be deemed to have been voluntarily terminated.

Examples: An employee worked for the City for five (5) years and:

- A. They were out for six (6) months due to an injury. If they returned to work six (6) months later, that employee would have five (5) years and six (6) months of seniority.
- B. If that employee was, instead, absent for six (6) months for any reason other than illness, injury, or vacation, when that employee returns, they would have five (5) years of seniority.
- C. If they, instead, quit and were rehired six (6) months later, that employee would begin as a new employee.
- D. If they, instead, were laid off and rehired after six (6) months, that employee would have five (5) years of seniority.

Section 10.03 Record Keeping

The City agrees to maintain a seniority list and to make it available to bargaining unit members upon request.

ARTICLE 11 - JOB POSTING AND BIDDING

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 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 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.

ARTICLE 12 - REDUCTION IN WORK FORCE

Section 12.01 Layoff

The Employer recognizes the principle of seniority by work unit in the City, as defined in Article 3.

Section 12.02 Procedure

In the case of layoffs:

- a. Employees with the least amount of seniority by title in the department affected shall be laid off first.
- b. An affected employee may bump the least senior employee in any other classification in that or another department, provided that the affected employee is qualified to perform the job.
- c. "Qualified," means that the employee must be able to perform the work and meet acceptable standards within sixty (60) days of reassignment. Employees will be given all training materials and support necessary to become qualified.
- d. At least two (2) weeks' notice shall be given to the Union and all affected employees before their actual layoff.

Section 12.03 Recall

Laid off employees shall be recalled by seniority. The Employer shall not fill any vacancy while an employee is laid off, unless the vacant position is first offered to the laid off employee and the employee has refused the position or is not qualified for the position. Employees shall have recall rights for twelve (12) months. An employee

recalled under this section shall not lose any seniority previously accrued during his or her employment.

Section 12.04 Notice of Available Position

When a position becomes available under Section 12.03, the Employer shall notify the affected laid-off employee of the availability of that position by mailing a notice by first class mail to his or her last known address. A recalled person shall have five (5) workdays from the date of mailing to accept or reject the offer and, if needed, an additional five (5) workdays to make arrangements to return and be on the job. If the employee fails to make themselves available for work within ten (10) days, they shall lose recall rights under this Agreement.

Section 12.05 Six Month Provision

If an employee is promoted or transferred to a position that is eliminated within six (6) months of the promotion or transfer, the employee shall be allowed to return to their former position.

Section 12.06 Seniority

A bargaining unit member who is promoted to another position in the City shall continue to accrue seniority. While in their probationary period, the member may be returned or may elect to return to their previous position, even if the promotional position is not in the bargaining unit.

ARTICLE 13 – MILITARY LEAVE

Section 13.01 Duration and Pay

All employees are entitled to military leave for up to seventeen (17) days annually in accordance with state or federal laws. Employees will receive their normal pay, less any amount paid for military service by the state or federal government.

ARTICLE 14 – PAID HOLIDAYS

Section 14.01 Holidays

The paid holidays for all full-time and part-time employees are:

- New Year's Day
- Martin Luther King Day
- Presidents' Day

Patriots' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday (as a floating holiday)

The Library will be closed the Saturday before Memorial Day and the Saturday before Labor Day. Employees will work on that Friday instead unless they wish to take vacation, personal or compensation time. Holidays occurring during an employee's vacation or bereavement leave shall not count as vacation or bereavement time.

LIBRARY EMPLOYEES

If the Library Board of Trustees votes to close the library early or close the library all day for any reason other than a holiday as listed in this CBA or a staff development day, full-time and part-time employees will be paid for the hours they would have normally been scheduled to work.

If a holiday occurs on an employee's normal day off, they shall receive, at the option of the department head, either (a) a credit of that day to the employee's vacation time, or (b) one day's pay at straight time, in accordance with the definition of the term "day" in Article 7.

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.

Permanent part-time employees shall be paid for holidays on a pro-rated basis based on their regular work schedule and the hours they would have been assigned to work on the holiday.

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.

Permanent Part-Time Public Safety Clerks as defined in Article 7, shall be entitled to pro-rated holiday pay/time off.

For those Public Safety Clerks who actually work any shift on Thanksgiving, or any shift on Christmas and July 4th, will be paid at the rate of double-time for all hours actually worked.

GENERAL GOVERNMENT EMPLOYEES

Any holiday that falls on a Saturday or Sunday shall be observed on the day that it is legally observed.

If a holiday falls on a Thursday, the Employer may require the employees to work 5:00 p.m.- 8:00 p.m. on the preceding Wednesday evening. If a holiday is observed on a Friday, employees will not be required to work on the Thursday evening preceding the holiday.

Section 14.02 Holiday Pay

Employees shall receive holiday pay for each of the designated holidays regardless of whether they are on vacation or other authorized leave, e.g., sick leave, parental leave, or FMLA leave.

Section 14.03 Refund of Holiday Pay

If an employee terminates their employment or is on unauthorized leave (e.g. suspension) after having been paid for holidays that have not yet occurred, the City may deduct any moneypaid for those holidays from moneys owed to that employee.

Section 14.04 Working a Holiday

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.

Section 14.05 Religious Observances

An employee who, in pursuance of sincerely held religious beliefs, wishes to take time off for a required religious observance on days other than the holidays set forth in Section 14.01, may use accrued vacation or personal leave days, where the employee's absence from work does not inconvenience the Employer or cause it undue hardship.

ARTICLE 15 - PAID AND UNPAID LEAVES

Permanent part-time employees shall earn and receive paid and unpaid leaves in the same proportion that their part-time service bears to full-time service.

Section 15.01 Vacation Leave

- A. Paid vacations are granted on January 1st, to be used by December 31st based on the number of years employed as follows:

Upon one (1) year, but less than five (5) years of service:	two (2) weeks
Upon five (5) years, but less than ten (10) years of service:	three (3) weeks
Upon ten (10) years but less than twenty (20) years of service:	four (4) weeks
Upon twenty (20) years of service:	five (5) weeks

- B. An Employee may carry over up to ten (10) vacation days into the next calendar year with the permission of the department head and the Mayor.
- C. Holidays or bereavement occurring during an employee's vacation will not be considered as vacation days.
- D. Any employee may take their vacation in one (1) hour increments with the permission of the department head or designee, which shall not be unreasonably denied.
- E. Leaves of absence shall not count towards years of service for paid vacation purposes, as set out in Section 15.01 (A) of this Agreement.
- F. 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. After the ten (10) day posting period has expired, final approval for the vacation request may be given to the Employee and no other Employee will have bumping rights for that vacation day. The Chief of Police or their designee has the right to cancel a vacation day or recall any Employee in the interest of public safety.
- G. During the first year of hire, employees may take up to one week of unpaid leave.

Section 15.02 Leave of Absence

The Employer may grant an unpaid leave of absence to an employee for personal or other reasons. The leave of absence may be for any reasonable purpose including; but not limited to, educational semesters, personal matters, extended illness, or care for an ill family member.

Application for such leave shall be submitted to the Mayor or designee through the department head.

A leave of absence is normally granted for not more than six (6) months, but it may be extended for one (1) additional three (3) month period. Requests to extend a leave of absence shall not be unreasonably denied.

An unpaid leave of absence under this Article is considered a suspension of employment and no benefits accrue during that leave.

Section 15.03 Sick Leave

- 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.
- B. A maximum of one hundred fifty (150) unused days may be accrued for future use. An employee who retires, or is eligible for retirement and leaves the employ of the City, or the estate of an employee who has died before retiring from the City, will receive a lump sum payment equivalent to fifty percent (50%) of accumulated sick days at his or her then current rate of pay to a maximum of fifteen thousand dollars (\$15,000.00).
- C. When the Employer has reason to believe that sick leave is being abused, the Employer may require the employee to submit medical evidence of illness. The request must be made prior to or during the employee's use of sick leave. Failure of the employee to produce the required medical evidence within five (5) calendar days of the employee's return to work may result in denial of sick leave for the period of absence. The production of a doctor's note shall not prevent the Employer from taking disciplinary action when it believes sick leave is being abused. When an employee is absent for more than three (3) consecutive days, the employee must notify the Employer of the expected duration of the absence as soon as it is known. Except for doctor's appointments and incidents of early departure from work due to illness, which must be taken in quarter (1/4) day increments, sick leave must be taken in increments of at least one (1) full day, unless the department head authorizes the use of less than one (1) full day. In no case, however, shall sick leave be for less than one quarter (1/4) day.

Authorization to use less than one (1) full day is at the department head's sole discretion and without recourse to the grievance procedure. The Library Director, however, may grant less than one (1/4) quarter day increments.

- D. If a Public Safety Clerk is ill and unable to report to duty, they shall notify the Communication Coordinator or their designee as soon as the employee knows that they 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.

Section 15.04 Sick Pool

1. The purpose of this sick pool is to compensate any member who meets the requirements set out below.
2. All bargaining unit members with at least five (5) days to their credit on January 1st each year are entitled to join the sick pool.
3. The maximum number of days allowed to accrue in the sick pool is one hundred thirty-five (135). If a newly hired or current employee becomes a sick pool participant by contributing at least one (1) sick leave day, and the sick pool accrual is already at the maximum, then the maximum number will naturally increase to accommodate the new participants' contributed sick leave time.
4. Voluntary contribution of one (1) sick day (equal to the average number of hours worked per week) will be effective annually on January 1st for the current calendar year (as outlined in # 5 of Section 15.04). If on January 1st, the sick pool accrual is at a cap minimum of one hundred thirty-five (135) days, then current participants will not be required to contribute sick leave time. If the number of sick pool days accrued drops to less than twenty (20) days, then each participant must contribute at least one (1) day of sick leave time; and if a participant does not have accrued sick leave time to contribute, then his or her next accrued one (1) day of sick leave time will be contributed to maintain his or her sick pool participation. The Sick Pool Committee (as defined in #9 of Section 15.04) will circulate a sign-up sheet by the second week in December each year authorizing the donation of any sick time to the sick pool. Contribution will be deducted from the employee's accrued sick days.
5. Anyone applying to draw from this pool must have made the necessary

contribution to the pool in the calendar year for which they seek compensation, unless contribution was not necessary in accordance with Article 15.04 #4.

6. A doctor's note of inability to work for at least three (3) days must accompany each request for use of this sick pool.
7. Further medical confirmation of the employee's inability to work must be submitted every two (2) weeks to continue to collect from this pool.
8. Employees who have unused vacation time may retain two (2) weeks vacation to their credit, but all other vacation time, sick time, and compensatory time must be used before drawing from the sick pool.
9. A committee composed of one (1) member from General Government, one (1) member from Communications, one (1) member from the Library, and one (1) member from Municipal Management (appointed by the Mayor) will review each application for use of the sick pool. This committee will be elected by the general membership of the Union as part of the routine election of officers (management position excluded). A special election will take place if any bargaining member of this committee resigns or is terminated.
10. A bargaining unit member of the committee will maintain the sick pool records.
11. No member shall be allowed to draw more than thirty (30) concurrent days from this pool or more than sixty (60) days in a calendar year.
12. Anyone seeking compensation from this pool must allow the committee members access to their personnel file to validate the absence of sick leave abuse. If disciplinary action for sick leave abuse has been issued within the immediately preceding six (6) months, compensation from the pool will be denied. If the disciplinary action is disputed and found to have been unwarranted, compensation from the sick pool will be granted retroactively to the date of request, provided all other requirements are met.
13. Payment will be made based on the employees regularly scheduled hours missed due to this extended illness. Compensation will be at their regular pay less all normal deductions and contributions.
14. At the time of creation, this pool will be credited with forty-two (42) days.

Employees ineligible for the sick pool have two (2) options when they exhaust their sick leave:

1. They may borrow up to five (5) days of sick leave, but if they terminate their employment before earning the total amount of sick days borrowed, the City

shall withhold one (1) day's pay for each day borrowed and not returned. If no money is owed the City, the employee shall pay the same amount the City would otherwise have withheld.

2. Donating Days: bargaining unit members may contribute up to fifty (50%) of their accumulated sick leave to another member of the bargaining unit hired after December 31, 1998 if:
 - a. The donor has at least twenty (20) accumulated days remaining before the donation;
 - b. The recipient is out of sick leave, but would otherwise be eligible for sick leave;
 - c. The recipient receives his or her normal rate and not the donor's rate.

The Union agrees that participation is voluntary and no employee can be forced or coerced into participating.

Section 15.05 Family and Medical Leave Act (FMLA)

Eligible employees may take family and medical leave as follows:

Family Leave

1. The City shall grant to an employee who has been employed at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period, an unpaid leave of absence of up to twelve (12) weeks in connection with the birth, adoption, or placement of a child, as long as the leave concludes within twelve (12) months following the birth, adoption, or placement.
2. At least thirty (30) days in advance, the employee shall submit to the City a written notice of his or her intent to take family leave and the dates and expected duration of such leave. If thirty (30) days' notice is not possible, the employee shall give notice as soon as practicable. The employee shall give the City, upon request, proof of the birth, adoption, or placement of the child.
3. At the expiration of the family leave, the employee shall be returned to the same or equivalent position, with the same status, pay, shift assignment, and seniority as of the date of their leave. Assignments to an equivalent position will only be permitted if the original position no longer exists.
4. During the time an employee is on family leave, the employee shall be entitled to group health insurance coverage benefits under the same terms

and conditions in effect at the time the leave began.

Medical Leave

1. The City shall grant to an employee who has been employed at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period, an unpaid leave of absence of up to twelve (12) weeks to care for a spouse, child, parent, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the functions of his or her position.
2. At least thirty (30) days in advance, the employee shall submit to the City a written notice of his or her intent to take medical leave and the dates and expected duration of such leave. If thirty (30) days' notice is not possible, the employee shall give notice as soon as practicable. Upon request by the City, the employee shall provide medical evidence of the serious health condition.
3. Intermittent leave usage and modified work schedules may be granted where a spouse, child, parent, grandparent, grandchild, sibling, or parent-in-law has a serious health condition and is dependent upon the employee for care. Where intermittent leave or a modified work schedule is used, the employee and the City shall attempt to work out a schedule that meets the employee's needs without unduly disrupting the operations of the workplace.
4. At the expiration of the medical leave, the employee shall be returned to the same or equivalent position, with the same status, pay, shift assignment, and seniority as of the date of their leave. Assignments to an equivalent position will only be permitted if the original position no longer exists.
5. During the time an employee is on medical leave, the employee shall be entitled to group health insurance coverage benefits under the same terms and conditions in effect at the time the leave began.

Family and Medical Leave

1. 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 usage will be used.
2. The City agrees to abide by the Family and Medical Leave Act and its regulations and any state law and its regulations for all eligible employees in the bargaining unit, and these laws and regulations are incorporated in and made a part of this Agreement, including the right to receive up to twenty-

four (24) hours of unpaid leave to attend to various family obligations in accordance with Massachusetts General Laws Chapter 149 § 52D, "the Small Necessities Leave Act."

3. Employees who have exhausted their FMLA leave may apply for additional unpaid leave for sufficient reasons and that request shall not be unreasonably denied.

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.

Section 15.06 Parental Leave

Unpaid parental leave shall be granted in accordance with Massachusetts General Laws Chapter 149, § 105D and the FMLA.

An employee on approved parental leave may use earned accrued sick leave or vacation credits at the commencement of the leave in accordance with Article 15.01 and Article 15.03.

Section 15.07 Bereavement Leave

- A. An employee is entitled to four (4) days off with pay for grieving, making funeral arrangements, and attending the funeral for the death of any:
 1. Spouse, domestic partner, child, parent, sibling, grandparent, or grandchild of the employee;
 2. Child, parent, sibling, grandparent or grandchild of the employee's spouse or domestic partner; or
 3. Relative living in the household of the employee.

An additional day may be used and charged to sick leave.

- B. An employee is entitled to two (2) days leave with pay for any relative not listed in Section A of this Article above provided that the employee can attend the funeral.
- C. Exceptions to the above may be granted if a unique situation arises. In that

case, a request shall be submitted to the department head or designee for approval of vacation or personal time who shall respond in a timely manner and whose approval shall not be unreasonably denied.

D. If a death occurs while an employee is on vacation, the employee may convert the vacation leave to bereavement leave.

Section 15.08 Jury Leave

Employees required to serve on jury duty shall receive their regular weekly salary for the duration of jury duty. Any money paid by the court for jury duty shall be given to the City.

Section 15.09 Personal Leave

Each permanent employee is entitled to two (2) unrestricted personal days each year, subject to the approval of the department head. Personal leave may not be accumulated and carried over from one year to the next.

Section 15.10 Quarterly Updates

The Employer will provide each bargaining unit member, on a quarterly basis, a listing of the amount of paid leave hours accrued and used during each quarter.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.01 Definition

A grievance is defined as an alleged violation of this Agreement.

Section 16.02 Purpose

The purpose of the grievance procedure is to encourage the resolution of complaints as expeditiously and informally as possible. Therefore, before submitting a grievance in writing, the grievant is encouraged to meet with the appropriate supervisor to discuss the issues surrounding the complaint in an effort to resolve the problem. The resolution must be consistent with the terms of this Agreement.

Section 16.03 Step 1

An employee covered by this Agreement or the Union representative, or both shall present the grievance in writing to the employee's immediate manager within ten (10) working days of the occurrence of the facts giving rise to it, or when the employee should have known of those facts. The immediate manager shall meet with the employee and the Union representative within ten (10) working days following the submission of the grievance and render a decision in writing within ten (10) working days following the meeting.

Section 16.04 Step 2

If a grievance is not satisfactorily resolved at Step 1, it may be presented in writing to the Mayor within ten (10) working days of the Step 1 decision, or its due date. The Mayor or designee shall meet with the Union Business Agent, the employee and/or authorized Union representative within ten (10) working days following the submission of the grievance and render a decision in writing within ten (10) working days following the meeting.

Section 16.05 Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union may request arbitration within fifteen (15) working days of the Step 2 decision by filing a Demand for Arbitration with the Labor Relations Connection or the American Arbitration Association, and simultaneously with the City.

Section 16.06 Decision

The Arbitrator shall be without power to add to, subtract from, alter, or amend this Agreement and their decision shall be final and binding on the parties.

Section 16.07 Expenses

The expenses of the arbitration shall be borne equally by both parties. Should Step 3 be canceled, all expenses will be borne by the party canceling the arbitration.

Section 16.08 Time Limits

Any time limits may be waived by written agreement of the parties.

Section 16.09 Meeting Dates

Meeting dates shall be agreed on by the parties.

Section 16.10 Failure to Comply with Time Limits

1. Subject to the provisions of Section 16.08, failure by the City to comply with the time limits set out in this Article shall be deemed a denial of the grievance.
2. Subject to the provisions of Section 16.08, the failure of the Union to comply with the time limits set out in the Article shall be deemed a withdrawal with prejudice of the grievance.

ARTICLE 17 - HEALTH AND WELFARE

Section 17.01 Group Insurance

The group life and accidental death and dismemberment insurance plan and the group blanket insurance for hospital, surgical and medical benefits plan initiated and carried by the Employer under authority of Massachusetts General Laws Chapter 32B, adopted by vote of the Employer at the regular Annual City Meeting in 1962 or their equivalent, are a part of this Agreement and shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement.

Section 17.02 Health Insurance

The Employer agrees to provide Blue Cross Blue Shield/Network Blue of New England and Blue Cross Blue Shield/ Blue Care Elect PPO of New England or its equivalent to all eligible City Employees.

The Employer shall pay seventy-five percent (75%) and the Employee shall pay twenty-five percent (25%).

The Employer shall pay the same dollar amount toward the Blue Choice of New England plan or its equivalent premium that the Employer pays toward the HMO premium.

The Employer shall also offer the Plan A Delta Dental Plan, or its equivalent, with the Employer paying fifty percent (50%) of the premium and the Employee paying fifty percent (50%) of the premium.

Section 17.03 Buyout

Any employee eligible for coverage by the medical insurance offered by the City may elect annually to waive their right in writing to any City-provided medical insurance coverage. When so elected in writing, the City shall make a payment equal to one (1) month's premium for the family plan insurance coverage in effect at the time of the waiver.

Proof of alternate insurance coverage must be given as part of the request for payment-in-lieu- of-insurance-coverage. This coverage cannot be through the same provider as the City's.

If the alternate insurance coverage ceases to be in effect, the City employee can join the City's policy, and the City will garnish their next six (6) paychecks in an amount equal to the payment-in-lieu-of-insurance made to that employee.

ARTICLE 18 - MISCELLANEOUS

Section 18.01 Personnel Files

Personnel files are confidential. An employee is entitled to review their personnel

file upon reasonable request and to photocopy it upon reasonable notice. The file shall remain in the custody of the Mayor or designee at all times.

The employee's supervisor will provide the employee with a copy of any material that has been placed in their personnel file pertaining to their job performance that may result in disciplinary action. The employee will be given the opportunity to respond in writing to the material, and the response shall be filed in his or her personnel file.

Section 18.02 Discipline

There shall be no discipline or discharge except for just cause. Discipline imposed may be adjusted depending on mitigating circumstances.

For the purpose of this Article, just cause includes, but is not limited to, any of the following:

1. Incompetence
2. Inefficiency
3. Neglect of duty
4. Failure to perform in one or more critical elements of the job
5. Fraud in securing employment
6. Insubordination
7. Drunkenness on duty
8. Chronic tardiness
9. Sick leave abuse
10. Conviction of a felony or misdemeanor involving moral turpitude
11. Willful disobedience
12. Misuse or unauthorized use of municipal property
13. Other misconduct or violations of work rules or regulations
14. Off-duty conduct which reflects poorly on the work ethic and reputation of the employer and/or that conduct which adversely impacts the employee's ability to perform their work.

Section 18.03 Clothing Allowance

General Government Employees: The Electrical Inspector, Gas Inspector, Plumbing Inspector, Waste Water Treatment Plant Chief Operator, and Water Treatment Plant Systems Operator shall receive an annual clothing allowance of nine hundred (\$900) dollars. Payment shall be made in one (1) lump sum and shall be issued in the first full pay period in July, provided, however, that any new employees hired for these positions shall receive one-half (1/2) of the clothing allowance after the successful completion of six (6) months work.

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 1, 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.

Newly hired Public Safety will be issued an initial uniform after they have completed their initial training program, which shall include four (4) winter shirts, four (4) summer shirts, four (4) trousers, one (1) black belt, and all insignia, and they shall receive their uniform allowance in the first pay period in July after one (1) year of employment. A first full pay period is the time frame in which the entire pay period occurs in the same month.

Section 18.04 Emergency Closing

If the Mayor or designee has determined that City services are to be discontinued due to inclement weather or for other unforeseen circumstances, the employees covered by this Agreement shall be paid as if those hours were worked for the duration of the designated closing. Every effort shall be made to give all employees at least two (2) hours notice. This section does not apply to Public Safety Clerks.

Section 18.05 Education Allowance

It shall be the policy of the City to encourage employees at all levels of the City services to participate in training and development programs designed to improve their skills; to increase their knowledge of new federal and state laws and programs, new technology, and new methods of operation; and to reduce gaps between actual and expected performance through regular evaluations.

Wherever practicable, the City shall develop on-site training programs using the training skills of the City employees, local experts and various colleges, universities, and vocational schools within or outside the region.

If an employee attends a work-related workshop, seminar, or other educational course, the Employer shall pay the cost of the program and travel expenses.

The City will provide an employee's tuition reimbursement with the following stipulations:

- a. A maximum of fifty percent (50%) of the tuition up to one thousand, five hundred dollars (\$1,500.00) per fiscal year per employee;
- b. The employee must work at least twenty (20) hours per week and have worked a minimum of one (1) year;
 - Regardless of the number of hours worked per week, permanent part-time Library employees shall be eligible to participate at a maximum of seven hundred and fifty dollars (\$750) for tuition per

year per employee. The part-time Library employee must meet the conditions contained in Section 18.05 c and d.

- c. The department head must approve the course in advance and it must be job related; and
- d. Proof of completion of a grade C or better, or a pass of a pass/fail grade.

Once conditions a., b., c., and d. are met, the employee shall be reimbursed no later than one (1) month thereafter.

Section 18.06 Professional Dues and Membership

The Employer shall pay professional dues, memberships, certifications and licensing fees of all employees covered by this Agreement to the extent that dues, memberships, certifications and licensing fees are required for their continued employment with the City. However, the employee shall reimburse the City for all dues, memberships, fees and certifications paid on behalf of the employee should the employee leave the employment of the City within ninety (90) days of payment.

Section 18.07 Travel Reimbursement

When an employee is authorized by their immediate manager to use their private automobile on official City business, they will be reimbursed at the rate of thirty cents (\$.30) a mile, but in no event at a lesser rate than that received by any other City employee. Requests for mileage reimbursement shall be in a format approved by the City.

Section 18.08 No Strike

No employee covered by this Agreement shall engage in, induce, or encourage any strike or work stoppage. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, or withholding of services.

If an employee or group of employees covered by this Agreement engages in a strike, work stoppage or withholding of service, the Union shall forthwith disavow that strike, work stoppage, or withholding of service and at the City's request, the Union shall take all reasonable means to induce the employee or group of employees to return to work forthwith.

Section 18.09 Staff Meetings

General Government or Library employees who are called in by the department head for a staff meeting shall be paid at straight time for the duration of the meeting

or, at the employee's option; the employee may take the equivalent time as compensatory time within ten (10) days of the meeting.

Section 18.10 Fitness for Duty

When an employee appears to be "impaired" and unfit to perform their duties in a safe and productive manner, the supervisor shall observe and record the actions of the seemingly "impaired" employee. After consultation with the Mayor, the Chief Financial Officer, the employee, and their department head, the Employer may require the employee to undergo a "fitness for duty" evaluation. This evaluation will be at the City's expense and will not be done in an arbitrary and capricious manner.

Section 18.11 Dress

- A. All employees are expected to dress in proper business attire appropriate to their work environment and to maintain proper business decorum in the workplace.
- B. Public Safety Clerks shall be required to wear uniforms as approved by the Chief of Police. From April 15 to October 15, the summer uniform may be worn. The Coordinator shall be required to wear the same uniform as all other Public Safety Clerks.

Section 18.12 Work Environment Safety and Health

The Employer agrees to provide a safe, clean, stable surrounding in all places of employment. The Employer agrees to comply with all applicable state and federal laws and regulations concerning a safe working environment.

Managers shall at all times be concerned with the safety and health of employees under their supervision. When an employee reports a safety concern in writing to their immediate manager, the immediate manager will make a reasonable effort to correct an unsafe condition, and they shall report the matter, with recommendations, in writing to their manager for further action.

Grievances involving the interpretation of the provision of this Article may be processed through Step 2 of the grievance procedure as set forth in Article 16, but shall not be subject to arbitration (Step 3).

The City shall maintain a City-wide Sexual Harassment Policy in its Personnel Policies and Procedures, and OPEIU employees shall be governed by such Sexual Harassment Policy.

Section 18.13 Job Descriptions

A Job Descriptions Committee will be created during the first year of the term of this

Agreement and will include three (3) representatives or members of the Union and three (3) representatives of the City. The goal of the Job Descriptions Committee is to review and revise job descriptions for current and new bargaining unit positions. The Committee will meet within the first six (6) months of the effective date of this Agreement, and at a minimum of every six (6) months thereafter. All job descriptions finalized and approved by both the Union and the City will be incorporated as an Appendix to this Agreement.

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

Section 18.14 Change in Terms and Conditions

The City shall notify the Union Stewards in writing of any changes in terms and conditions of employment. Should the Union allege a change in terms and conditions of employment inconsistent with Massachusetts General Laws Chapter 150E, it shall have thirty (30) days from the date that it knew or should have known of the alleged change to request bargaining. The Union will delegate one (1) member to receive copies of all alleged changes.

ARTICLE 19 - EVALUATIONS

Every employee's department head shall meet with the employee once a year to discuss that employee's performance during the prior year.

The department head shall review with the employee:

1. The employee's job description to determine changes in the employee's assigned duties;
2. The employee's attendance record and any issues related to attendance, such as punctuality, sick leave use, etc.;
3. Timeliness and quality of completion of tasks;
4. Any needs for additional training or professional development; and
5. Any other issue affecting the employee's performance or the department.

The department head shall provide the employee with a written copy of the performance evaluation and review any items at the employee's request. The employee shall be given the opportunity to make comments on the evaluation as to any issues.

ARTICLE 20 - ALTERATION OF AGREEMENT

No alteration, understanding, variation, waiver, or modification of any of the terms and conditions or covenants contained in this Agreement shall be made between the Union and the City, unless it is made and executed in writing between the parties.

The failure of either party to insist upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right to future performance of any terms or provisions.

ARTICLE 21 - ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless it is in writing and is ratified and executed by the parties.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE 22 - DURATION

Section 22.01

The terms of this Agreement commence as of July 1, 2022 and remain in force until June 30, 2025 and thereafter until a supplementary or new Agreement is negotiated and the supplementary Agreement is consummated.

Section 22.02

Either party may petition the other no sooner than one hundred eighty (180) days prior to expiration of the duration period to commence negotiations over the terms of a successor Agreement.

Section 22.03

The party receiving notice of negotiations shall forthwith seek to establish a meeting for the purposes of discussion and amicable accommodation for desired changes.

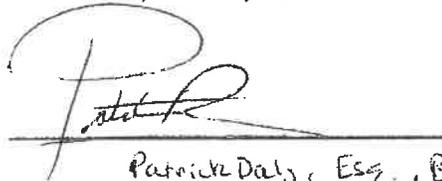
IN WITNESS WHEREOF, the undersigned do attest that this Agreement has been reached in collective bargaining between the parties, that the representatives have signed this Agreement in full acknowledgement of their intentions to be bound by this Agreement, and that it shall be binding up to their respective successors and assigns.

Signed this 14th day of January, 2023.

For the City of Amesbury:

For OPEIU, Local 6, AFL-CIO


Kassandra Gove, Mayor


Patrick Daly, Esq., Business Agent

Date: 1/19/2023

Date: 1/19/2023

Appendix A

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

OPEIU 7/1/2022 2.50%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 18	\$35.71	\$37.26	\$38.71	\$40.27	\$41.87	\$43.54	\$45.26	\$46.62
Grade 16	\$33.07	\$34.46	\$35.84	\$37.29	\$38.77	\$40.32	\$41.91	\$43.16
Grade 14	\$27.57	\$28.68	\$29.80	\$31.01	\$32.29	\$33.54	\$34.90	\$35.95
Grade 12	\$25.20	\$26.27	\$27.35	\$28.43	\$29.61	\$30.77	\$32.00	\$32.96
Grade 11	\$21.87	\$22.79	\$23.75	\$24.71	\$25.77	\$26.82	\$27.90	\$28.73
Grade 10	\$21.34	\$22.23	\$23.14	\$24.11	\$25.09	\$26.17	\$27.22	\$28.03
Grade 8	\$18.30	\$19.04	\$19.84	\$20.66	\$21.53	\$22.43	\$23.33	\$23.79
Grade 7	\$17.85	\$18.57	\$19.36	\$20.16	\$21.00	\$21.88	\$22.76	\$23.22
Grade 6	\$17.50	\$18.21	\$18.98	\$19.76	\$20.59	\$21.45	\$22.31	\$22.98
Grade 4	\$15.84	\$16.48	\$17.14	\$17.88	\$18.59	\$19.38	\$20.16	\$20.77
Grade 2	\$13.69	\$14.29	\$14.89	\$15.49	\$16.12	\$16.83	\$17.49	\$18.01

OPEIU 7/1/2023 3.00%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 18	\$36.78	\$38.33	\$39.87	\$41.48	\$43.18	\$44.85	\$46.62	\$48.02
Grade 16	\$34.06	\$35.49	\$36.92	\$38.41	\$39.93	\$41.53	\$43.17	\$44.46
Grade 14	\$28.40	\$29.54	\$30.69	\$31.94	\$33.26	\$34.55	\$35.95	\$37.03
Grade 12	\$25.96	\$27.06	\$28.17	\$29.28	\$30.50	\$31.69	\$32.96	\$33.95
Grade 11	\$22.53	\$23.47	\$24.44	\$25.45	\$26.49	\$27.62	\$28.74	\$29.59
Grade 10	\$21.98	\$22.90	\$23.83	\$24.83	\$25.84	\$26.96	\$28.04	\$28.88
Grade 8	\$18.85	\$19.61	\$20.44	\$21.28	\$22.18	\$23.10	\$24.03	\$24.50
Grade 7	\$18.39	\$19.13	\$19.94	\$20.76	\$21.63	\$22.54	\$23.44	\$23.91
Grade 6	\$18.03	\$18.76	\$19.55	\$20.35	\$21.21	\$22.09	\$22.98	\$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	\$16.60	\$17.33	\$18.01	\$18.55

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	\$39.10	\$40.67	\$42.31	\$43.99	\$45.75	\$47.55	\$48.98
Grade 16	\$34.74	\$36.20	\$37.66	\$39.18	\$40.73	\$42.36	\$44.03	\$45.35
Grade 14	\$28.97	\$30.13	\$31.30	\$32.58	\$33.93	\$35.24	\$36.67	\$37.77
Grade 12	\$26.48	\$27.60	\$28.73	\$29.87	\$31.11	\$32.32	\$33.62	\$34.63
Grade 11	\$22.98	\$23.94	\$24.93	\$25.96	\$27.02	\$28.17	\$29.31	\$30.19
Grade 10	\$22.42	\$23.36	\$24.31	\$25.33	\$26.36	\$27.50	\$28.60	\$29.45
Grade 8	\$19.23	\$20.00	\$20.85	\$21.71	\$22.62	\$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	\$18.39	\$19.14	\$19.94	\$20.76	\$21.63	\$22.53	\$23.44	\$24.14
Grade 4	\$16.65	\$17.31	\$18.00	\$18.79	\$19.53	\$20.36	\$21.18	\$21.82
Grade 2	\$14.38	\$15.01	\$15.65	\$16.27	\$16.93	\$17.68	\$18.37	\$18.92