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City of Methuen, Massachusetts

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APPROVED

9/20/21
RH

Maggie Duprey
CAFO

Memorandum of Agreement between The City of Methuen and Methuen NEPBA Local 117

Proposed Contract- Fiscal Year 2022- Fiscal Year 2024

Summary of Financial Changes:

1. Article XII, Wages
 - a. Restructuring of the wage and salary classification- **implemented evenly over 3 years** (FY22-FY24)- **see below**
 - b. Effective July 1, 2021: 0% COLA
 - c. Effective July 1, 2022: 0% COLA
 - d. Effective July 1, 2023: 0% COLA
2. Article XI, Shift Differential
 - a. Effective July 1, 2021: Increase swing shift from 9% to 9.5%
 - b. Effective July 1, 2021: Increase night shift from 9% to 11%
3. Article XIII, Career Incentive
 - a. No career incentive shall be paid to any employees hired on or after July 1, 2021
4. Article XXVII, Miscellaneous
 - a. Effective July 1, 2021: Agree to pay 4 hours straight time for every 8 hours worked when mutual aid situations occur 8 hours or longer
 - b. One time payment of \$500 per member for the implementation of the City's camera program, to be paid upon execution of the contract
5. Article XIV, Clothing and Equipment Allowance
 - a. Effective July 1, 2021: Increase Cleaning Allowance from \$700 to \$800
 - b. Effective July 1, 2021: Increase Clothing Allowance from \$600 to \$700
 - i. Prepaid card, receipts required

Wage and Salary Reclassification, FY 2024:

Dispatcher I	Hourly	\$ 24.00
0-6 years	Weekly	\$ 960
	Annual	\$49,920
Dispatcher II	Hourly	\$26.00
7-15 years	Weekly	\$1,040
	Annual	\$54,080
Dispatcher III	Hourly	\$27.75
16-24 years	Weekly	\$1,110
	Annual	\$57,720
Master Dispatcher	Hourly	\$30.75
25+ years	Weekly	\$1,230
	Annual	\$63,960

Wage and Salary Reclassification, New Hire:

New Hire:		FY22	FY23	FY24
Dispatcher I	Hourly	21.40	22.70	24.00
	Weekly	856.01	908.01	960.00
	Annual	44,512.69	47,216.35	49,920.00

Example of Current employee Reclassification:

Current Salary	FY21	41,809.04
Reclass Salary	FY24	49,920.00
	Total change	8,110.96
	Change divided by 3 years	2,703.65
New Salary, by year	FY22	44,512.69
	FY23	47,216.35
	FY24	49,920.00

Financial Impact:

	Year 1	Year 2	Year 3	Total
FY22	36,893	36,893	36,893	110,678
FY23		30,387	30,387	60,775
FY24			29,472	29,472
	36,893	67,280	96,752	200,924

	Salary	Stipends	Longevity	Annual Cost	Total Change
Current	525,962	14,300	16,603	556,864	
Proposed FY22	553,788	22,000	17,969	593,757	36,893
Proposed FY23	581,614	22,000	20,531	624,144	30,387
Proposed FY24	609,440	22,000	22,176	653,616	29,472

C-22-18

Collective Bargaining Agreement

Between

The City of Methuen

and

NEPBA 117

Special Services Unit
E-911 Dispatchers
Parking Control Officers

For the Period:

July 1, 2021 through June 30, 2024

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AGREEMENT

This Agreement is made and entered into by and between the CITY OF METHUEN, MASSACHUSETTS, hereafter referred to as the "City", and LOCAL 117, an affiliate of the NEPBA, hereinafter referred to as the "Union"

WITNESSETH

WHEREAS, the Union has been certified by the Labor Relations Commission of the Commonwealth of Massachusetts for certain employees of the City of Methuen Special Services Unit.

WHEREAS, it is the desire of the City and the Union to establish and maintain mutual understanding, cooperation, and harmonious relationships between them;

NOW, THEREFORE, in consideration of the premises and the mutual promises and commitments herein contained, the parties hereto do hereby agree as follow:

ARTICLE I RECOGNITION

Pursuant to MLRC Certification #4620, the City hereby recognizes the Union as the sole and exclusive Bargaining Agent for employees of the City of Methuen Special Services Unit, including all full-time Police Dispatchers and Parking Control Officers employed by the City of Methuen, excluding all managerial, confidential, and casual employees, and all other employees of the City of Methuen.

ARTICLE II NON-DISCRIMINATION

SECTION 1: In accordance with applicable law, the City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, gender identity, national origin, pregnancy, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual preference, national origin, pregnancy or age.

SECTION 2: Nothing in this Agreement shall be interpreted to conflict with the requirements of the City of Methuen regarding the American with Disabilities Act. The parties agree to address the issues raised by the American with Disabilities Act on an as-needed basis and Massachusetts Commission Against Discrimination (MCAD) and issue appropriate regulations regarding handicap discrimination.

SECTION 3: The City and the Union agree that there will be no discrimination by the City or the

Union against any employee because of the employee's membership in the Union or because of any employee's lawful activity and/or support of the Union.

SECTION 4: In accordance with Section 504 of the Rehabilitation Act of 1983 and 31 U.S.C. 6702 et seq., the Employer and the Union agree not to unfairly discriminate against any handicapped person. Most specifically, the Employer and the Union agree that this contract is in no way, nor should be interpreted in any way, as having the effect of discriminating against any qualified handicapped person in terms of employment opportunity, salary or equal treatment, for the purposes of contractual benefits, including fringe benefits; nor is this contract to be interpreted in any way as having the effect of defeating or substantially impairing the accomplishments of the objectives of Section 504 as mentioned above.

All employees must annually sign and adhere to the City's adopted Code of Conduct and Vision and Mission Statement. See Appendix C.

ARTICLE III DEFINITIONS

SECTION 1: "Employee" or "employee" means the persons for whom the Union is recognized as the sole and exclusive bargaining agent.

SECTION 2: "City" means the City of Methuen acting through its Mayor, as Chief Executive Officer, and the Mayor's authorized representatives, including Human Resources, and the Chief of Police, or his designee.

SECTION 3: "Work Shift" means the regular work, shift of an employee from the normal starting time to the normal quitting time, exclusive of overtime.

SECTION 4: "Department Head" means the Chief of Police, or such person as may be authorized or designated to serve as the Chief's designee.

SECTION 5: "Designated Beneficiary" means the beneficiary designated under the provisions of Mass. Gen. Laws Chapter 32, unless another beneficiary is filed in writing with the Special Services Unit.

SECTION 6: "Department" means the City of Methuen Police Department, or its functional successor.

ARTICLE IV UNION DUES

Upon receipt of signed authorization from employees who are subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employees to the Union. Such authorization shall be for the life of the Contract and shall be continued thereafter if a contract exists between the City and the Union. The deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The City shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made. (As authorized by MGL Chapter 180, Section 17A)

The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer. The laws of the commonwealth shall not be construed to prohibit an employee organization from providing only to its members legal, economic, or job-related services or benefits outside of the collective bargaining agreement. [As authorized by MGL Chapter 150E, Section 5]

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. [As authorized by MGL Chapter 180, Section 17J.]

The employee shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. [As authorized by MGL 150E, Section 5A (a) (iii)]

The Union agrees to indemnify and hold the City harmless from and against any and all actions the Union takes under this Article, including attorney's fees, costs, and expenses.

An employee shall not be eligible to join the union nor be subject to either union or agency service fees until after the probationary period provided for in this contract.

The Human Resources Department shall promptly notify the union through its president, in writing, of any new hire to union positions.

ARTICLE V MANAGEMENT RIGHTS

SECTION 1: Except as expressly and specifically limited or restricted by a provision of this Agreement, the City has and shall retain the full right of management and direction of its employees and all its operations covered by this Agreement. It is agreed that this enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated and the City retains solely and exclusively all of its common law, statutory and inherent rights.

SECTION 2: The City of Methuen and NEPBA Local 117 hereby recognize the rules and regulations of the Police Department of the City of Methuen as the basic rules by which the department shall operate. The Police Chief further agrees that if at any time after the signing of this Agreement, he / she should change or modify or amend any of the rules heretofore in existence, and if, in the opinion of the Police Chief, said change affects the health and safety of any member of the Police Department of the City of Methuen, then the Said Police Chief shall, prior to the implementation of said rule, give to the Union a seven (7) day notice, in writing, of the proposed change or amendment; if the Union thereafter feels aggrieved by this rule change and submits the matter to grievance procedure as set forth in this Agreement, then the Police Chief hereby agrees that he shall stay the operation of the proposed rule change until such time as the grievance procedure is completed.

If the Police Chief, at any time after the signing of this Agreement, elects to change, modify or amend any of the rules and regulations of the Police Department of the City of Methuen, and, after promulgation of said change, the Union, in its opinion, feels that said change, modification or amendment affects the health and safety of any member of the Police Department of the City of Methuen and shall, within ten (10) days thereafter, elect to submit the matter to grievance, then the Police Chief hereby agrees that they shall stay the operation of said change, modification or amendment of the rule so promulgated.

During the term of this Agreement, the Chief may attempt to revise and update the Department Rules and Regulations. Said revisions and updating shall be discussed with NEPBA Local 117's President and the Union members.

The Chief of Police may further enact policies and procedures for the Department. The Chief shall provide a copy of said policy or procedure to the Union ten (10) days prior to implementation for their comment. However, nothing herein shall be interpreted as granting a right to the Union to grieve or arbitrate, or in any way interfere with, the plenary authority of the Chief to promulgate, change, suspend or revoke any policy or procedure.

ARTICLE VI NO STRIKE CLAUSE

SECTION 1: No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, encourage, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

SECTION 2: Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services. Furthermore, the Union shall immediately take all necessary means and steps to end such work stoppage and to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

SECTION 3: In consideration of the performance by the Union of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of the Union nor on its officers or agents for any damages resulting from the unauthorized breach of the Agreements contained in this Article by individual members of the Union.

SECTION 4: The City may discharge or otherwise discipline any employee who violates Section 1 of this Article. Such action by the City shall not be subject to the grievance and arbitration provisions of this Agreement except as to the factual issue whether the employees who were disciplined in fact participated in, encouraged, or were responsible for such violation set forth in Section 1 of this Article

ARTICLE VII SENIORITY

SECTION 1: Seniority for purposes of layoff and promotion shall mean length of service of Local 117 members. Seniority is determined by date of full-time hire with the Methuen Police Dept.

SECTION 2: Unless otherwise provided by Civil Service Law, 1. Layoffs will be made according to the date of seniority (as defined in this Article). 2. Recall shall be in the reverse order of layoff. 3. An employee to be retained or recalled for a job other than his own must be qualified to perform the work.

SECTION 3: The Chief of Police retains the right to determine the qualifications for promotion, retention, and recall. However, on request he shall meet with the Union to discuss decisions he has made on these matters.

SECTION 4: New employees and those hired after a break in continuity of service will be regarded as probationary employees for their first six (6) months of employment and shall have no seniority status. Probationary employees may be discharged for any reason during their probationary period without recourse to the grievance or any other procedure of this Article. If still employed at the end of such probationary period, their seniority shall be effective as of their date of full-time hire with the City of Methuen Police Department. Probationary employees will be subject to all the City's policies, rules, and regulations.

SECTION 5: Seniority for employees who are hired after a break in service of less than six (6) months shall be calculated from original date of hire.

ARTICLE VII (A)

SHIFT BIDDING

SECTION 1: Assignments to the various shifts shall be made in accordance with this Article of the contract and shall be based, except as provided herein, according to seniority based upon the appointment date of the dispatcher. In the case where two or more dispatchers have the same date of appointment, their order of seniority shall be determined by a coin toss.

SECTION 2: Shift bids shall be accomplished bi-annually (January and July), in the following manner:

- (a) The Chief of Police shall distribute/send to each member of the unit a bid form, in duplicate, whereby such member can list the member's preference for each shift. Said form timelines shall be as follows:

SHIFT BID TIMELINE:	January Bid	July Bid
Bid Forms distributed to each member	October 15th	April 15th
Bid Forms returned to Chief of Police	November 15th	May 15th
List with shift assignments shall be posted	December 1st	June 1st

Any dispatcher failing to return said bid form by above said dates shall be considered lowest in seniority for the purposes of this Article.

- (b) The Chief of Police shall issue the assignments to shifts for the forthcoming year as provided herein based upon a seniority preference. Said list shall be posted in the

departmental bulletin board, as noted in section (a). In addition, a copy of the list shall be given to the Union President. Said shift assignments shall become effective on the second Sunday in January and July.

SECTION 3: Notwithstanding this Article, the Chief of Police retains full and complete authority as to the following areas:

Interim year openings, which become available after the second Sunday in January, shall be filled at the discretion of the Chief, until the next shift bid cycle.

The Chief of Police retains authority to determine shift manning levels and may change them when the Chief feels the best interests of the department are served; provided, however, that if the determination by the Chief necessitates the transferring of more than one dispatcher, then, and in that instance, the individual being transferred from the shift changed shall be given his seniority preference for another shift; and, in this instance, the less senior person from the shift that individual chooses shall be assigned to fill the vacancy created by the changing of the shift levels. Provided, however, that the Chief retains the right to veto the same in accordance with the provisions of this Article.

SECTION 4: Any dispatcher who has had his or her request denied may appeal the denial to the Appeal Committee, which shall consist of the two most senior Captains. This Committee shall hear the evidence and report its recommendation in writing to The Chief of Police who shall consider the recommendation. If in the opinion of the Chief of Police the assignment of the dispatcher to a particular shift would be detrimental to the department, the Chief may veto the assignment.

ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: Only matters involving questions whether the City is complying with its obligations under this Agreement, including matters involving the meaning, application or interpretation of the Agreement, shall constitute grievances under this Article. No matter shall be subject to the arbitration procedure of this Agreement, which is subject to the authority or jurisdiction of any Retirement Board.

SECTION 2: Grievances shall be submitted on the form attached as Appendix A and processed in the following Manner:

Step One

The Union shall submit the grievance, in writing, to the department head and the Director of Human Resources, within ten (10) calendar days of an action, or failure to act. The department head shall respond in writing to the grievance within seven (7) working days following its submission.

Step Two

If the grievance is not resolved at Step One, the Union may submit it to the Mayor within five (5) days following receipt of the department head's answer, or the date on which such answer is due. The Mayor, or a designee, shall hear and answer the grievance within ten (10) days of its submission. Grievance shall be deemed waived unless submitted at each step within the time limits specified. The time limits may be extended, in any case, by mutual written consent of the parties. Days shall mean working days.

SECTION 3: Grievances not settled in the Steps of the grievance procedure may be referred to an arbitrator agreed upon by the parties. If the parties are unable to agree upon an arbitrator, the Massachusetts Board of Conciliation and Arbitration shall designate the arbitrator under its current rules and procedures. The parties shall share the fee and expenses of the arbitrator equally and each party shall bear the expense of its own representatives and witnesses.

SECTION 4: The arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the parties. The parties agree to request the arbitrator render a decision within seven (7) calendar days.

ARTICLE IX HOURS OF WORK AND OVERTIME

SECTION 1: The normal workweek is forty (40) hours consisting of either a (4) four and (2) two work week, or a (5) five and (2) two work weeks. Each work shift shall have a regular starting and quitting time. All dispatchers will allow sufficient time to provide for an orderly transition of shifts. Dispatchers working the administrative or five and two schedules will be compensated with ten hours of contractual time every three months. The above-mentioned three-month periods will run from July 1st to Sept. 31st, October 1st to December 31st, January 1st to March 31st and April 1st to June 30th. Contractual time for any partial three-month period will be pro-rated.

SECTION 2: Time and one-half the employee's straight time hourly rate shall be paid for all hours worked more than eight (8) hours in the workday or forty (40) hours in the workweek, as allowed by this Agreement. Any overtime must be pre-approved by the Chief or designee.

SECTION 3: An employee required to return to work following his normal tour of duty, or required to work on a regular day off, shall be guaranteed four (4) hours work or pay at the overtime rate of time and one-half (1½). The employee may be required to perform any available work in the employee's classification during said four (4) hour period.

SECTION 4: To the extent practicable, the City will follow a policy of equitable distribution of overtime among employees in the same job classification or who regularly and normally do the same kind of work.

SECTION 5: Overtime shall be offered in eight (8) hour shifts. If no employee elects to take the eight (8) hour shift, then overtime may be offered in four (4) hour shifts. The hours of overtime worked will be kept for one fiscal year.

SECTION 6:

A. If a dispatcher must be replaced for reasons of illness or vacation, and if an individual on a regular shift basis cannot make the replacement, and if overtime must be paid then the full-time dispatchers will have priority.

The Chief of Police may, in lieu of the above paragraph, utilize intermittent dispatchers under one of two circumstances: (1) where, due to an extended absence of a dispatcher, the Chief of Police determines the necessity to utilize an intermittent dispatcher (for this purpose, extended absence is where a dispatcher is absent longer than four (4) consecutive regularly assigned shifts); or (2) where replacement has been offered through regular dispatchers and the

dispatchers have declined the overtime.

B.

The Chief of Police is specifically authorized to utilize intermittent Parking Control Officers for replacement of the regular Parking Control Officers where such Parking Control Officer is absent for any shift.

The City agrees that should it create a need for the services of a Parking Control Officer and that such need occurs during other than normal working hours, then the Parking Control Officer shall be offered such duty first.

SECTION 7: Parking Control Officers will work five (5) days a week with a flexible schedule.

~~SECTION 8: A Dispatcher who works a shift alone will be compensated an additional \$16.00 per shift.~~ A Dispatcher who works a shift alone, will be compensated with four (4) hours of straight time for each eight (8) hours of shift time which they work alone. These hours will be prorated to the actual number of hours a Dispatcher worked alone.

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SECTION 9: A dispatcher who is ordered into work shall be paid double- time for the hours of the order in.

SECTION 10: An Employee required to work when a mutual aid situation occurs, will be paid four (4) hours straight time for every eight (8) hours worked when such situations exceed 8 hours or longer.

ARTICLE X CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service laws and state labor laws, rules, and regulations. Any matter which is subject to the jurisdiction of the Civil Service Commission, shall not be a subject of grievance or arbitration under this Agreement.

The provisions of this Article shall only apply to those members of the Union who are tenured civil service employees under civil service laws.

ARTICLE XI WAGES/ RECLASSIFICATION

The City and Union agree to a wage adjustment for the periods beginning July 1, 2021, through June 30, 2024, as follows:

Effective July 1, 2021: 0%
Effective July 1, 2022: 0%
Effective July 1, 2023: 0%

In lieu of wages adjustments above, the City and Union agree to a restructuring of wage classifications to be implemented evenly over the three years of this contract. Each individual position has been categorized into one of four levels: Dispatcher I, II, III and Master Dispatcher. The Parking Control Officer will follow the same levels, as determined by time within the City. See Appendix A for detail.

For current employees: reclassification of the positions will take place evenly over three years. This calculation will take the difference between each employee's wage and salary class amount in effect just prior to the execution of this contract, and the amount noted in the FY24 column at Appendix A. The difference will be divided by three and will be adjusted annually by this amount until fully reclassification has been met in FY24.

For anyone hired during this reclassification period, but after the execution of this contract: see Appendix A for minimum amount to be paid for each position, per fiscal year. This will keep all new hires in line with the reclassification.

To the extent a conflict exists between Appendix A and the means of calculation set forth above, that means of calculation shall control. All fulltime service in dispatch or communication center experience with any municipality will be credited as years of service with the city of Methuen for calculation of step level.

**ARTICLE XI-A
SHIFT DIFFERENTIAL**

Employees regularly scheduled to work Platoon I shall be paid an eleven percent (11%) differential. Shift Differential shall be computed on their base wage only, as totally expressed by the salary schedules set forth in ARTICLE XI above and said differential shall not be treated a part of base pay for overtime purposes, education pay purposes or any other purposes. Those individuals working Platoons III or IV shall be paid a nine- and one-half percent (9.5%) differential for their total tours of duty.

**ARTICLE XII
COMPENSATORY TIME**

Compensatory time earned in a fiscal year shall be so taken; if at all possible, it is used within the then current year of earning. Provided, however, that in individual cases, resulting from uncontrollable circumstances, when a Union member is unable to use compensatory time, then, in that instance, the compensatory time may be carried forward to an amount no greater than forty-eight hours. Any person above this amount, notwithstanding any provision of this contract, shall be frozen at that amount until their compensatory time is reduced below forty-eight (48) hours.

All compensatory time must be pre-approved by the Chief or the Chief's designee.

**ARTICLE XIII
CAREER INCENTIVE**

SECTION 1: Career Incentive will be available only to employees hired prior to July 1, 2021. The Career Incentive for these employees shall be computed as follows:(Employees shall receive annually, on the anniversary date of his/her employment)

- (a) **0- 5 years :** No Career Incentive shall be paid
- (b) **6-10 years of service :** \$500 paid once annually.
- (c) **11+ years of service:** employees shall receive an annual career incentive payment equal to two tenths of one per cent (2/10 of 1%) of their base pay multiplied by the number of years of service. Employees who have completed twenty-five years of service (25) shall receive an annual career incentive payment equal to three tenths of one per cent (3/10 of 1%) of their base pay multiplied by the number of years of service. Employees shall receive annually, on the anniversary date of his/her employment, their career incentive payment. Career Incentive shall be added to the annual salary for the year involved for retirement purposes. No deductions from career incentive, except for retirement, shall be made from the payment unless requested by the employee or required by law.

SECTION 2: Any new employee hired after June 30, 2021 will not be eligible for this career incentive.

**ARTICLE XIV
CLOTHING AND EQUIPMENT ALLOWANCE**

SECTION 1: There shall be an \$800 cleaning allowance for the Dispatchers and Parking Control Officers. Cleaning Allowance set up on a pro-rated payment schedule, payable on or about April 1st of each year as follows:

Employment Commencing Between:

July 1 to September 30 - 100% of the allowance
October 1 to December 31 - 81% of the allowance
January 1 to March 28 - 63% of the allowance
April 1 to June 30 - 32% of the allowance

SECTION 2: Each Dispatcher, and Parking Control Officer shall be entitled to a clothing allowance of up to \$700 which will be provided through a pre-paid credit card. Receipts must be submitted to the CAFO's office or the CAFO's designee within 30 days of purchase.

ARTICLE XV HOLIDAYS

SECTION 1: The following days will be recognized as legal holidays:

New Year's Day	Martin Luther King Day
President's Day	Patriots Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Dispatcher's Day	Christmas Eve
	Juneteenth

SECTION 2: Employees shall receive a day's straight time pay for each of the above fifteen (15) holidays whether or not they are scheduled to work on such days. A day's pay for a holiday shall be one-fifth (1/5) of the weekly straight time salary. Any Union member who works on a Holiday shall receive for the holiday double time to be compensated as follows:

Time and one-half pay or time and one-half compensatory time, at the option of the employee. The remaining halftime shall be utilized as contractual time, provided that such compensatory time is used within three (3) months of its accrual; otherwise, the Chief may direct when such time shall be used. In any instance, there shall be no need to replace the Union member with another member for such half time use. The aforementioned half time shall be subject to the forty-eight (48) hour cap as referenced in Article XII of this contract. The Chief shall set payments of the above. Dispatchers who work on Dispatcher's Day shall receive time and one half for all hours worked.

ARTICLE XVI VACATIONS

SECTION 1: All full-time employees who are members of the Union shall be granted vacation leave as follows:

Less than one year: As per departmental policy.

One-year permanent full-time employment: Ten (10) working days' vacation

Five years' permanent full-time employment: Fifteen (15) working days' vacation.

Ten years' permanent full-time employment: Twenty (20) working days' vacation.

Fifteen years' permanent full-time employment: Twenty-five (25) working days' vacation.

Twenty-three years of full-time employment:Thirty (30) working days' vacation.

SECTION 2: Full time employees, with previous permanent full-time service with the City of Methuen shall have the prior period(s) of service added to their "length of service," as it relates to Section One, after their current period of service amountsto twice the period of their absences.

SECTION 3: Prior years of public service shall be computed in calculating the total eligibility for full time employees, with approval of the Mayor or the Mayor's designee.

SECTION 4: The vacation schedule shall conform to the requirements of the City and all vacations are subject to the approval of the Department Head. The number of employees in each classification who may take time off for vacation at any one time shall be subject to the needs of the City as determined by the Department Head.

If an employee, because of illness or accident, is unable to begin the employee's vacation when scheduled, the Employee shall notify the department in advance of the date when the vacation is to begin, and if this is not possible, the employee shall notify the department as soon thereafter as possible as to the employee's inability to have started their vacation as scheduled, and under these circumstances, the employee will not be charged with vacation time.

The vacation schedules shall be posted. No employee who is entitled to more than two weeks of vacation leave shall choose such additional vacation leave until every employee who is entitled to two weeks of vacation leave has chosen same.

An employee may take vacation time as single days provided that notice to do so is provided, and approved by the supervisor.

SECTION 5: Vacation time may be donated between union members at an amount no more than forty (40) hours per fiscal year, provided it is approved by the Chief of Police or designee.

SECTION 6: Vacation Leave Buy-Back- Vacation days earned are accrued for the present fiscal year or for any previous or subsequent years may be sold back to the City at the option of the Mayor for the full rate of pay as of the date of said by-back, provided, however, that the employee shall take at least (5) five days off duringany fiscal year, or the same shall be lost to the employee.

SECTION 7: Employees terminated without having been granted the vacation to which they are entitled under this Article shall be paid an amount in lieu of such vacation in accordance with the provisions of the Massachusetts Wage Act, Mass. Gen. L. c. 149, s. 148.

ARTICLE XVII
ADMINISTRATIVE LEAVE

SECTION 1: "Family Medical Leave Act". The City of Methuen agrees to provide a policy to the Union employees of Local 117 establishing FMLA leave. The City reserves its right to command leave to the extent it is an employee's option, and the ability to use leave is as follows: For the employee's own personal illness, utilized progressively as follows; sick leave until exhausted; compensatory time until exhausted; personal days until exhausted; and then vacation days. The employee may request and use the same in block increments of one-half day. As to a family of the employee, within the meaning of FMLA, who has a serious health condition also within the meaning of FMLA which is certified and proven by a physician, thus entitling the employee to leave under FMLA, such employee may, in accordance with the policy guidelines, use in descending order in one-half day increments vacation, compensatory time and then personal time, but sick leave may not be utilized for an absence caused by a serious health condition of the employee's family member.

SECTION 2: Bereavement Leave. Employees shall be granted leave of absence with pay in the event of death in the immediate family for a period of four (4) days. "Immediate Family" shall consist of Father, Mother, Brother, Sister, Spouse, Child, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, Employee or Spouse's Grandparents and Grandchildren, Grand Children-In-Law, Stepchildren, Brother In-Law, and Sister-In-Law. An additional two (2) days, up to a maximum of five (5) days, may be allowed at the discretion of the Chief where additional time is needed for travel purposes. If the burial is more than 500 miles from Methuen one additional day will be added to the 5 days. One day shall be allowed for the death of an aunt, uncle, or cousin.

SECTION 3: Members on bereavement leave shall not work during that day or any part thereof work any overtime.

SECTION 4: Jury Leave. Employees required to serve on a jury shall promptly notify their immediate supervisor. The City will pay the difference between fees received and regular compensation. Documentation is to be provided to the Chief of Police, or the Chief's designee.

SECTION 5: If a member of this unit requests an unpaid leave, said leave may be granted with the approval of the Chief or designee in 30 day increments. While on any unpaid leave of absence (not covered above), it is the employee's responsibility to pay his/her portion of any health and life insurance premiums payable during the period of absence and shall not accrue sick or vacation time during this period.

**ARTICLE XVIII A
SICK LEAVE**

All members of the Union will be granted fifteen (15) days sick leave per year, three days from this entitlement may be used for family emergencies involving members of the immediate family of the employee. Prior notice of the emergency shall be provided when circumstances permit. Employees shall be allowed to accumulate a total of two hundred forty (240) days.

An employee shall furnish a doctor's certificate to the Police Chief if he/she has been on sick leave for more than three (3) consecutive days; the certificate to be furnished prior to return of the employee to work.

Upon separation from employment for any reason other than just cause termination, an employee will be compensated for his/her unused accumulated sick leave, on the basis of 30% of its value, up to a maximum of \$10,500 for fiscal year 2003 forward.

Sick Time Cap: Any member who exceeds the 240-day (1920 hrs.) cap on accumulation of sick days shall receive an annual payment of \$100.00 per eight (8) hour day in excess of the cap.

**ARTICLE XVIII-B
UNIVERSAL SICK LEAVE BANK (USLB)**

All members of the Union may choose to participate in the City's adopted Universal Sick Leave Bank (USLB). Specific guidelines regarding membership and process are highlighted in Appendix D. Employee participation in the USLB is voluntary, however, as noted in the appendix no employee may request use of the USLB unless they are a member. See Appendix D.

**ARTICLE XIX
PERFORMANCE EVALUATION**

The parties agree to continue an annual performance evaluation system as provided by the City under the following conditions:

- (a) salary increases will not be tied to the performance evaluation form; and
- (b) performance evaluations will be once per year (not counting any supplemental evaluations performed if the initial evaluation is negative.).

**ARTICLE XX
PERSONAL LEAVE**

A personal leave of five (5) days shall be granted each year for the use of members of the Union for personal business. Said granted personal leave shall, as to the specific day, be upon the approval and at the discretion of the Police Chief. However, the employee shall have the right to use such leave in increments of hourly time, half-days, or full days. Unused personal days may be converted to sick days at the end of the fiscal year.

**ARTICLE XXI
IN-SERVICE TRAINING**

The parties agree, in principle, with the need for in-service training programs to improve productivity and it is agreed that if funds are available such training shall be approved by the Police Chief and Mayor, and upon such approval, the City shall provide for tuition expenses related thereto, and will provide for necessary time off for such training without loss of regular pay. Twenty dollars (\$20.00) of meal money will be provided for mandatory training, which occurs off site, this shall be contingent upon funds being available.

All Dispatchers shall be compensated according to the then-current IRS rate per mile for travel to and from training.

Each dispatcher who is actually performing CPR services shall receive \$250.00 for CPR certification.

**ARTICLE XXII
UNION BUSINESS LEAVE**

SECTION 1: Employees of the Union Negotiating Committee, not exceeding three in number, shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purposes of negotiating the terms of a contract provided said time is approved in advance by the Chief of the Department or the Chief's designee.

SECTION 2: Up to seven (7) days per year shall be allowed as paid leave for purposes of two eligible union members to attend hearings, union conventions, (including the NEPBA Election of Officers Convention held every four years), seminars and/or conferences. Said leave must be requested of the Chief for his/her approval at least one week in advance of the date for which leave is required.

Each Union President shall be granted, when necessary, four hours as needed per meeting during his/her normal shift, to conduct Union business, as long as overtime is not required.

**ARTICLE XXIII
BULLETIN BOARDS**

The City shall provide a bulletin board of reasonable size and space in the Emergency Communications Center for notices concerning Union business and activities. Parties to this Agreement, both of whom may use the bulletin board for notices, agree that no notices will be posted which contain denunciatory, inflammatory, obscene, or political material.

**ARTICLE XXIV
HEALTH INSURANCE**

Eligible members upon electing to enroll in the City's health care plans, there shall be deductions each pay period of all health and insurance premiums in accordance with the present, and any future, health and insurance carrier agreements with the City. The percentage paid by the City for health and insurance premiums will be dictated by the agreements made with the respective health and insurance carriers, consistent with state laws and in conjunction with the City's Health Insurance Coalition. Therefore, the parties acknowledge that the percentage paid by the City may vary over the course of this Agreement.

**ARTICLE XXV
STABILITY OF AGREEMENT- EFFECT OF AGREEMENT**

SECTION 1: No employee or group of employees within the bargaining unit may modify or waive any provision of this Agreement.

SECTION 2: No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

SECTION 3: The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as waiver or relinquishment of the rights of the City, or of the Union, to future performance of any such term or condition, and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

SECTION 4: The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance, or order promulgated by the City.

SECTION 5: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon

such invalidated, the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

SECTION 6: No amendment to this Agreement shall bind the parties hereto unless in writing signed by the parties hereto. No practice, condition of employment or benefit or oral agreement not expressly stated in this Agreement shall be binding on the City or the Union. The parties further agree that only matters which are expressly and specifically limited or restricted by a provision of this Agreement shall be subject to the grievance arbitration provisions of this Agreement.

ARTICLE XXVI DEPARTMENTAL POLICY

The following policies are specifically accepted by the Union as part of the employment relationship:

Abuse of Sick Leave Policy (F.Y. 87)

Drug Policy (F.Y. '87)

The Dispatcher Manual in force and effect since February 28, 1991 shall continue in force and effect. Said Manual may be amended or rescinded by action of the Chief of Police pursuant to his authority.

The current Policies and Procedures of the Methuen Police Department shall continue in force and effect, including light duty policy number SSA, attached to Appendix C.

The current rules and regulations of the department governing employees of the Union are hereby recognized by the Union as the basic rules by which the department shall operate.

The City and Union agree that a Consultation Committee, composed of Union members shall meet with the Chief of Police at six-month intervals to discuss workplace issues of mutual concern.

ARTICLE XXVII RESIDENCY REQUIREMENT

Any employee covered by this agreement shall establish and maintain, within nine (9) months after his/her appointment, a residence as provided for herein. Such residence shall be a continuing condition of employment. The employee shall maintain residency within 15 miles of the city's boundaries.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

SECTION 1: Members of the bargaining unit who are working a regularly assigned shift and due to lack of staffing with Cell Monitors/Matrons, are assigned to such duties, only after Special Service Union Members are called in on an overtime basis to watch prisoners, when no one is available (As per the list).

The dispatcher will monitor the prisoner on visual monitors only and alert the Commanding Officer of any issues. At no time, shall a dispatcher be required to leave dispatch to utilize the wand in the cell block area, feed or have any contact with the prisoners, physical or verbal.

The dispatcher shall accrue compensatory time at the rate of one half time additional time of time served in such assignment. This accrual shall only attach after an initial hour has been served.

SECTION 2: Grant Language: The City agrees to comply with all grant terms and conditions. The City will make a best effort to notify the Union of any such grants but due to the complex nature of grants and the potential for multi-purpose grants the City only agrees to the best effort language.

SECTIONS 3: Technology: The union agrees to accept a one time \$500 stipend for implementation of the City's camera program, to be paid upon execution of this contract.

**ARTICLE XXIX
DURATION**

This Agreement shall remain in full force and effect, from July 1, 2021, until midnight June 30, 2024 and shall then terminate unless extended by mutual consent of the parties, or unless either party hereto gives written notice to the other not less than sixty (60) days prior to the date of expiration, of a desire to change or amend the terms or conditions hereof.

During the term of this agreement if any other bargaining unit receives a larger increase in their members' wages than this bargaining unit, the Union will have the right to reopen the article covering wages for negotiations. This provision shall not apply to any award made by the Joint Management Committee.

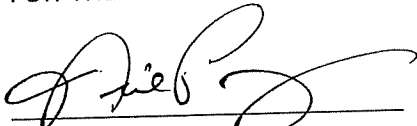
**ARTICLE XXX
BI-WEEKLY PAYROLL AND DIRECT DEPOSIT**

The City may, in its discretion, elect to pay employees bi-weekly and to require direct deposit payments.

NEPBA Local 117 and the City of Methuen agree that this contract will remain in effect through negotiations of the new contract, and up until the signing of said contract.

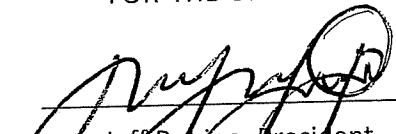
Witness Whereof, the parties have executed this Agreement this *18th of August 2021*.

FOR THE CITY OF METHUEN:



Neil Perry, Mayor

FOR THE UNION:



Jeff Rubino, President

APPENDIX A: Wage Reclassification:

New Hire:		FY22	FY23	FY24
Dispatcher I	Hourly	21.40	22.70	24.00
	Weekly	856.01	908.01	960.00
	Annual	44,512.69	47,216.35	49,920.00

Position:		FY24
Dispatcher I	Hourly	24.00
(0-6 years)	Weekly	960
	Annual	49,920
Dispatcher II	Hourly	26.00
(7-15 years)	Weekly	1,040
	Annual	54,080
Dispatcher III	Hourly	27.75
(16-24 years)	Weekly	1,110
	Annual	57,720
Master Dispatcher	Hourly	30.75
(25+ years)	Weekly	1,230.00
	Annual	63,960.00

APPENDIX B LIGHT DUTY POLICY

The following Light Duty Policy is hereby promulgated and enacted for all members of the NEPBA 117.

- SECTION 1 Any employee who is totally or partially incapacitated and, as a result thereof, is unable to perform any duties of his/her position may be entitled to Workmen's Compensation leave under Chapter 152 of the Massachusetts General Laws.
- SECTION 2 An employee who is partially incapacitated may have his work duties modified to reasonably accommodate the partial incapacity, herein after known as light duty.
- SECTION 3 If the employee's doctor objects to the medical ability to perform the light duty, the City physician shall be consulted as to the City Physician's opinion.
- SECTION 4 In the instance where the Chief, based upon the City physician's recommendation, shall consider ordering the employee to light duty, the Chief shall consult with the employee prior to such order to determine the nature and scope of said light duty. The employee may have a Union representative with him.
- SECTION 5 The Chief shall prepare and submit, on request for medical examinations, an illustrative list of duties and, in addition, may, at the Chief's choosing, submit a specific list regarding light duty performance geared to any particular light duty assignment within the scope of the employee's duties and the employee's specific ability to perform the same.
- SECTION 6 An employee, while on light duty, shall receive the employee's regular weekly wage for the applicable time period when the employee is working. Further, while on light duty, an employee shall accrue sick and vacation leave to the same extent they would accrue if they were on full duty status.

Appendix C



CITY OF METHUEN Policy: CODE OF CONDUCT

Type of Policy (✓) New () Amended

Effective Date: 5/24/2021

Citywide Policy

Amended Date:

Adopted by the Mayor *[Signature]* 5/19/2021

It is the City of Methuen's mission to bring the best services to its residents, employees, vendors, visitors, and community. To achieve this goal, we must work diligently to provide and create an environment with integrity, commitment to excellence, accountability, honesty, and respect, consistent with all relevant legal principles. We believe:

- 1. Integrity:** The successful operation and reputation of the City are built upon the principles of fair dealing and ethical conduct among employees. The City's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.
- 2. Commitment to Excellence:** Being in the public eye, we recognize that we are held to a higher standard of conduct and accountability. In that everything we do is subject to potential public scrutiny, we always present ourselves professionally, ethically, and responsibly. We do everything to the absolute best of our abilities and available (and limited) resources. We are resourceful, proactive, and maintain the highest standards of performance for ourselves and those around us.
- 3. Accountability:** Compliance with all applicable laws and regulations are paramount and we expect officials and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. The integrity of all employees is an indispensable source of goodwill and must remain unquestioned.
- 4. Trust:** Trust is the backbone of relationships, and relationships are at the core of everything we do, in both our business and our private lives. Choosing the right path isn't always the easiest path, but the right path is the only one we should take. Without trust we cannot be effective leaders and without effective leaders, we cannot create the kind of city in which we all want to work for, live in, and raise our families.
- 5. Respect:** Respect is not given; it is earned. To get respect, we must give respect. We must follow the platinum rule and treat others as they would want to be treated. We respect diversity, promote inclusion, and foster teamwork. We treat all who we serve with trust and respect, including our taxpayers, employees, vendors, suppliers, visitors, and the environment. With respect comes a cohesive working environment in which everyone thrives.
- 6. Success:** Our continued success in serving the City and its citizens is dependent upon our maintaining the support of our citizens, vendors, and service providers, and we are dedicated to preserving that support. Employees owe a duty to the City to act in a way that will merit continued trust and confidence. The City regards ethical conduct with those organizations providing services to the City, and those organizations to which we provide services, as paramount to the establishment of an effective and successful working relationship.

We are all here to serve the Residents and the Community; let us make sure we work together to be the best of the best and make this city PROUD.

THE CITY RESERVES THE RIGHT TO AMEND ANY OR ALL PARTS OF THIS POLICY AT ANY TIME. EMPLOYEES ARE ADVISED THAT CERTAIN VIOLATIONS OF THIS POLICY MAY ALSO CONSTITUTE A VIOLATION OF LOCAL, STATE, OR FEDERAL LAW. ANY VIOLATION OF THE CODE OF CONDUCT WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUSIVE OF TERMINATION.

Appendix C-1



CITY OF METHUEN
Human Resources Office
41 Pleasant Street
Methuen, MA 01844

VISION/MISSION STATEMENT

City of Methuen Vision Statement

To provide ethical, efficient, and responsive local government, that serves all residents, businesses, and visitors, and to do so with professional and helpful staff that employ innovative ideas and sound leadership to enhance the quality of life for all in our community, ensure that all residents are safe and respected, and ensure that Methuen remains strong, vibrant, and sustainable for current and future generations.

City of Methuen Mission Statement

The City of Methuen will deliver quality community services and programs to residents, support a thriving business community, increasing innovation, invest in infrastructure, commit to sustainability, and ensure financial security through proper planning and responsible spending. The City of Methuen will maximize opportunities for social and economic development while focusing on community aspirations and environmental impact. The City's elected officials and employees will work diligently to create an environment with integrity, accountability, trust, respect, success in all endeavors, and an overall commitment to excellence.

The City of Methuen asks all residents, visitors, employees, and businesses to join us in realizing our Community Aspirations and abiding by our Inclusion and Respect Pledge.

Community Aspirations

As a community, we aspire to be:

- Welcoming, inclusive, and respectful
- Connected and supportive
- Safe and law-abiding
- Economically prosperous, with a stable and broad tax base
- Secure in diverse and quality housing and neighborhoods
- Environmentally responsible, with well-maintained natural assets
- Physically and mentally active and healthy
- Well-connected through properly maintained roadways and updated technology infrastructure
- Engaged in our community's success as citizens, neighbors, volunteers, leaders, and businesspeople

Inclusion and Respect Pledge

The City of Methuen strives to be a welcoming and inclusive place for all. We are committed to promoting respectful conduct, equitable service, and diversity in our community. We condemn discrimination by or against residents, visitors, workers, organizations, city employees or city businesses. In all that we do as a City government, we pledge to treat everyone fairly, respectfully, and without bias, regardless of their color, creed, religion, national origin, gender, marital status, familial status, immigration status, sexual orientation, age, income, or disability.

Appendix D

CITY OF METHUEN

Policy: Universal Sick Bank Policy



Type of Policy (x) New () Amended
Citywide Policy: City Side

Effective Date: 7/1/2021
Amended Date:

UNIVERSAL SICK-LEAVE BANK (USLB) (City Side)

Purpose: The USLB is a completely voluntary sick leave bank across all city departments except for Police and Fire. It is intended to be used in cases of serious long-term or life-threatening illness by eligible employees who have exhausted all their accumulated leave. Conditions require an inability to perform their regular job duties, even with an accommodation provided by the City of Methuen. At no time shall vacation, compensatory time, or personal time be donated to the USLB.

Section 1. Employees who **voluntarily** choose to participate in the USLB will contribute two (2) of their accrued sick leave days immediately upon establishments of the USLB (anticipated July 2021 for FY22), and each successive July 1st – for which they maintain membership in the USLB, will contribute, again voluntarily, one (1) additional sick leave day into the USLB. Of a participating member chooses to exit the USLB in successive years, he/ she may do so but cannot remove the prior donated days. The USLB will be administered by a sick leave bank committee consisting of a selected member from each bargaining unit (selected by the bargaining unit) and a member of the Management Staff along with the Director of Human Resources. It is the responsibility of the Human Resources Director to regularly schedule meetings to review status (minimum quarterly) even if no one has applied for USLB consideration. A list of employees will be provided to the Committee Members each July 1st with a full accounting of time available in the bank, and subsequently shared with all participating members. Employees may not contribute until their initial hire probationary time is complete (usually 6 months from hire).

Section 2. The following is the procedure to be followed:

1) Employees that have exhausted their accrued time can make application to draw additional sick leave benefits to a maximum of thirty (30) days per fiscal year. Exceptions are cited below. Procedures and standards for contribution shall be as follows:

a. Each application for sick leave from the bank will be considered separately by the sick leave bank committee. The employee's act of contributing to the bank

does not guarantee the right to draw from the bank, however, employees who

choose not to participate in the USLB may not submit requests to withdraw from the bank, and new members will occur only once per year, at the beginning of the Fiscal Year on July 1. Upon deliberation, the Sick Leave Bank committee will approve or reject the request with a simple majority vote. Whether approved or denied, HR, Chair of the committee, will send in writing, within 7 days, rationale for approval or denial and conditions required to be maintained.

b. The sick leave bank committee may require an employee, who applies to draw from the bank, to provide a medical certificate as to illness. The sick leave bank committee may re-evaluate each case at one-month intervals, and, in that regard, the sick leave bank committee may require that the employee furnish further medical certification of illness, at no expense to the City.

c. The employee, while drawing from the universal sick leave bank, shall not earn or accumulate sick leave. At any time during the withdrawal the employee begins to accrue time of any kind, unused days will be credited back to the USLB until such time that employee exhausts their time. If after the employee has exhausted all of their accrued time, they can reapply for time from the bank not to exceed the 30 days in a fiscal year.

d. The employee who needs additional days from the USLB beyond the thirty (30) consecutive calendar days can petition the sick bank committee for additional time up to 30 days. The Committee will review whether the request will be approved as a whole or in part for the additional days or denied at its discretion.

2) In the event the number of days remaining in the USLB reaches thirty (30), the Director of Human Resources shall notify the employees of this fact and shall assess each participating employee one (1) additional day of his sick leave to be added to the sick leave bank. Any participating employee who does not wish to contribute the additional day, shall so notify the Director of Human Resources within (10) days of the posting of the Committees' intention to make the assessment. In that event, the employee shall forfeit any further consideration for eligibility to draw from the USLB and shall forfeit the use of days already contributed. The days so forfeited will remain in the bank for use by participating members. Each member will be assessed one (1) day each time additional contributions are needed.

3) Employee entitlement to draw from the USLB shall be determined by the sick leave bank committee. In the event that the committee is unable to come to a decision, the Mayor

will be called upon to make the final determination. The determination by the sick leave bank committee shall be based upon, among other considerations, information and data supplied by the Union, information and data supplied by the City, attendance, and performance; provided, however, that an employee must contribute to the bank in order to be eligible to draw from the bank

4) If the sick leave bank committee and/or the Mayor rejects an employee's application for use of the bank, such rejection shall be in writing and shall state the specific reasons for the rejection. The Committees' and/or Mayor's determination on the use of USLB time in excess of 30 days will be final and not subject to any grievance process.

5) In the event the USLB totals 350 days, existing members will not be required to contribute one additional sick leave day on July 1 of each year as stipulated in Section 1 above but will still maintain their membership in the USLB until they choose once again the next July 1st.

6) These rules and regulations may be amended by Collective Bargaining or by mutual consent of the City and the Union.

Section 3: For any employee on Maternity, Paternity, FMLA or ADA leave may, if they have contributed to the USLB, request time to cover any unpaid portion of that leave once all their accrued time is exhausted but may not exceed 30 days. At no time shall vacation, compensation, or personal time be donated to employees on these leaves to supplement their pay. All other provisions apply. For the purposes of FMLA/ADA only, if the employee is on continuous leave for their own serious health condition, may they apply to the universal sick bank.

Adopted by the Mayor: __

THE CITY RESERVES THE RIGHT TO AMEND ANY OR ALL PARTS OF THIS POLICY AT ANY TIME. EMPLOYEES ARE ADVISED THAT CERTAIN VIOLATIONS OF THIS POLICY MAY ALSO CONSTITUTE A VIOLATION OF LOCAL, STATE, OR FEDERAL LAW. ANY VIOLATION OF THE CODE OF CONDUCT WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUSIVE OF TERMINATION.