



*C-22-17*  
**APPROVED**  
*9/20/21*  
*f&M*

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Office of the Chief Administrative & Financial Officer  
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Maggie Duprey  
CAFO

**Memorandum of Agreement between The City of Methuen and Middle Management**

**Proposed Contract- Fiscal Year 2020- Fiscal Year 2021**

**Summary of Financial Changes:**

1. Wages
  - a. Effective July 1, 2020: 0 % COLA
  - b. \$1,500 premium pay x 22 union members= \$33,000 total premium pay to be paid from ARPA funding

AGREEMENT BETWEEN  
CITY OF METHUEN

AND

METHUEN MIDDLE MANAGEMENT ASSOCIATION

JULY 1, 2020

TO

JUNE 30, 2021

## ARTICLE I (AGREEMENT)

This Agreement between the City of Methuen (hereinafter called the "City") and Methuen Middle Management Association (hereinafter called the "Union") is made and entered into on the date of execution herein. If any of the provisions of this Agreement shall, in any manner, conflict with or contravene any Federal law or statute, law or statute of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

## ARTICLE II (PURPOSE)

The general purpose of this Agreement is to set forth agreements reached between the City and the Union with respect to wages and other terms and conditions of employment for Members of the Union in the bargaining unit described in the Recognition Article to cover the respective period of July 1, 2020-June 30, 2021.

## ARTICLE III (CONTRACT TERMS)

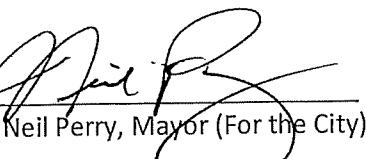
The Parties agree to the following:

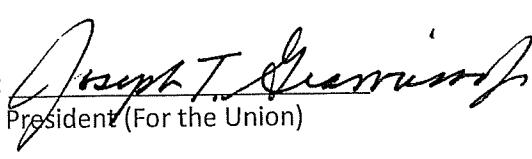
1. Add the newly Federal Adopted Holiday, Juneteenth, to the Collective Bargaining Agreement.
2. Retention/ Recruitment Bonus: Bargaining unit members that have worked for the City for at least 90 calendar days and that are actively employed (not on medical, administrative leave or workers compensation, etc.) with the City as of June 30, 2021, shall receive a one-time retention/recruitment bonus in the amount of \$1,500.00. Payment of said one-time bonus shall be made in the first pay period following ratification of the contract by City Council in 2021.
3. The City will produce a new CBA to cover the period of July 1, 2021 through June 30, 2024 in lieu of any retroactive pay from the expired contract year of July 1, 2020 through June 30, 2021.

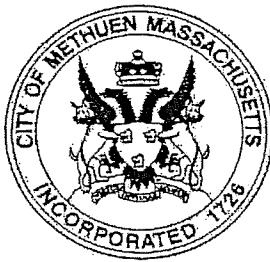
## ARTICLE IV (SEVERABILITY)

If any provisions of this Agreement are held invalid, the other provisions of the Agreement shall not be affected thereby. If the application of this Agreement, or any of its provisions to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons and circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the City and the Union have hereunto caused this Agreement to be signed, sealed, and delivered in their names by their authorized agents this 19th day of July, 2021.

By:   
Neil Perry, Mayor (For the City)

By:   
Joseph T. Garrison  
President (For the Union)



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Maggie Duprey  
CAFO

**Memorandum of Agreement between The City of Methuen and Middle Management**  
**Proposed Contract- Fiscal Year 2022- Fiscal Year 2024**

**Summary of Financial Changes:**

1. Article XI, Section 1, Wages
  - a. Effective July 1, 2021: 2% COLA
  - b. Effective July 1, 2022: 2% COLA
  - c. Effective July 1, 2023: 2% COLA
2. Article XIX, Career Incentive
  - a. Effective July 1, 2021: New City Employees will not be eligible for career incentive
3. Article XXIV, Clothing Travel and Other Allowance
  - a. Effective July 1, 2021: Increase clothing allowance from \$300 to \$400 (2 employees= \$200 impact)
  - b. Effective July 1, 2021: Add Chemist/Assistant Supervisor Water Treatment shall receive clothing allowance of \$400
  - c. Effective July 1, 2021: Increase translational services stipend from \$3,000/year to \$4,000/year (1 person= \$1,000 impact)

**Financial Impact:**

	Year 1	Year 2	Year 3
FY22	\$ 67,365	\$ 67,365	\$ 67,365
FY23		\$ 56,577	\$ 56,577
FY24			\$ 44,600
	\$ 67,365	\$ 123,942	\$ 168,541
			\$ 359,848

	Salary	Stipends	Longevity	Annual Cost	Total Change
Current	\$ 1,726,221	\$ 3,600	\$ 135,841	\$ 1,865,662	
Proposed FY22	\$ 1,780,687	\$ 5,200	\$ 147,140	\$ 1,933,027	\$ 67,365
Proposed FY23	\$ 1,829,340	\$ 5,200	\$ 155,064	\$ 1,989,604	\$ 56,577
Proposed FY24	\$ 1,865,927	\$ 5,200	\$ 163,076	\$ 2,034,203	\$ 44,600

0-22-17

**AGREEMENT**

**BETWEEN**

**THE CITY OF METHUEN**

**AND**

**METHUEN MIDDLE MANAGEMENT ASSOCIATION**

**JULY 1, 2021**

**TO**

**JUNE 30, 2024**

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**AGREEMENT BETWEEN  
THE CITY OF METHUEN  
AND  
METHUEN MIDDLE MANAGEMENT ASSOCIATION**

**PREAMBLE**

THIS AGREEMENT entered into pursuant to Chapter 1078 of the Acts of 1973, General Laws, Chapter 150E, by and between the City of Methuen (hereinafter referred to as the "City") and the Methuen Middle Management Association (hereinafter referred to as the "Union") has, as its purpose, the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE I  
RECOGNITION**

1. The City hereby recognizes the Union as the exclusive representative and bargaining agent for all full-time and regular part-time employees of the Methuen Middle Management Association employed in the following positions:  
Administrative Assistant to Executive Director of Council on Aging, Assistant Assessor, Assistant City Auditor, Assistant City Clerk, Assistant Treasurer, Assistant Tax Collector, Assistant Civil Engineer, Community Development Division Director, Planning Division Director, Chemist/Assistant Supervisor, Conservation Officer, Chief Engineer, Employee Benefits Manager, Inspectional Services Director, Deputy Director of Budget and Finance, Legal Secretary, Purchasing Director, Recreation Director, Water Registrar, Network Administrator, Information Systems Technician II, Director of Veterans Affairs and Administrative Assistant/Central Grant Administrator, Engineering Administrator, Administrative Assistant/Mayor, Administrative Assistant/Fire.
1. The term "employee" as used herein refers to members of the Union as listed above.
2. The City shall 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.

**ARTICLE II  
MANAGEMENT RIGHTS**

The City of Methuen and the Mayor, through the various department heads, shall retain all the rights and authority it had prior to the signing of this Agreement, either

by law, custom, practice, usage, or precedent, to manage and control the administrative and other functions of the employees in the Union and to determine methods and means by which the functions are to be carried on and to direct the members of the various departments in any manner which, in its opinion, is in the best interest of the inhabitants of the City.

This Article shall not be construed as to preclude any employee covered by this Agreement from grieving over any decision made by the City concerning wages, hours or conditions of employment where said decision violates a provision of this Agreement.

### **ARTICLE III NON-DISCRIMINATION**

The City and the Union agree that the provisions of this Agreement shall be applied to all employees without discrimination due to race, color, creed, religion, sex, age, marital status, sexual orientation, gender identity or national origin. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union.

There shall be no discrimination by the City or its agents against any employee because of their activity or membership in the Union; nor shall there be any discrimination by the Union or any of its agents against an employee for non-membership in the Union, as provided for in Chapter 150E of the General Laws, as amended.

In accordance with Section 504 of the Rehabilitation Act of 1973, the City and the Union agree not to unfairly discriminate against any handicapped person. Most specifically, the City 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.

Section 504 forbids organizations and employers from excluding or denying individuals with disabilities an equal opportunity to receive program benefits and services. It defines the rights of individuals with disabilities to participate in, and have access to, program benefits and services.

In addition, the City adopted a Code of Conduct and Vision/Mission Statement which are attached as Appendix A. All employees of the City are expected to conduct their professional behavior aligned to the Code of Conduct and adhere to the Vision/Mission Statements.

## **ARTICLE IV RIGHTS AND PRIVILEGES**

All rights and benefits in existence on execution of this Agreement, except as may be altered or modified by the provisions hereof, shall continue in effect for the duration of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by ordinance or by-law to the extent permitted by General Laws, Chapter 150E.

## **ARTICLE V NO STRIKE**

The Union and its members covered by this Agreement shall not engage in, induce or encourage any strike, work stoppage, slowdown, sick-outs or withholding of services. 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, slowdown, sick-outs or withholding of services during the term of this Agreement.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, sick-outs or withholding of services, the Union shall, forthwith, publicly disavow any such strike, work stoppage, slowdown, sickouts or withholding of services.

## **ARTICLE VI VACATION**

1. All employees shall be granted vacation leave as follows:

Less than one year: as per Personnel Ordinance.

One-year permanent full-time employment: Seventy (70) hours of vacation.

Five years' permanent full-time employment: One hundred and five hours (105) of vacation.

Ten years' permanent full-time employment: one hundred and forty hours (140) of vacation.

Fifteen years' permanent full-time employment: one hundred and seventy-five hours (175) of vacation.

Seventeen years' permanent full-time employment: one hundred and eighty-two hours (182) of vacation.

Nineteen years' permanent full-time employment: one hundred and eighty-nine hours (189) of vacation.

Twenty-one years' permanent full-time employment: one hundred and ninety-six hours (196) of vacation.

Twenty-three years' permanent full-time employment: two hundred and three hours (203) of vacation.

Twenty-five years' permanent full-time employment: two hundred and ten hours (210) of vacation.

Vacation must be approved in writing by the Department Head or Supervisor and be requested at least 48 hours in advance. If after 24 hours, the Department Head or Supervisor has not responded to the request, the employee shall seek permission from the Mayor or designee.

2. Vacation leave shall be granted to all full-time employees who, during a period of continuous employment have, upon their anniversary date, completed the required years of service. It is further provided that prior years of continuous governmental service, to a maximum of ten (10) years, shall be computed in calculating the total vacation entitlement.

## **ARTICLE VII** **VACATION LEAVE BUY-BACK**

Vacation days earned or accrued for the present fiscal year or for any previous or subsequent years may be sold back to the City, at the discretion of the Mayor, for the full rate of pay as of the date of said buy-back; provided however, that the employee shall take at least thirty-five (35) hours of vacation during each fiscal year, or the same shall be lost to the employee.

## **ARTICLE VIII** **VACATION CARRY-FORWARD**

The individual employee may, with the approval of the department head, be granted a carry-forward of two weeks' vacation into the next fiscal year; provided that, in that subsequent year, said vacation weeks must be the first weeks which the employee uses for vacation purposes; and further provided, that, if for any reason said weeks are sold back to the City, the weeks shall be sold back at the rate effective in that previous fiscal year.

## **ARTICLE IX SICK LEAVE**

As provided for in the City personnel ordinance, all employees who are members of the Union will be granted one hundred and five hours (105) per year as sick leave, based on the fiscal year, and shall be allowed to accumulate a total of sixteen hundred and eighty (1680) hours.

An employee in the Union may utilize sick leave in hourly increments.

Ten (10) days per year may be used for the care of an immediate family member, subject to prior approval of the department head and subject to the requirement of submission of reasonable documentation.

Any employee who, during the term of this contract, would exceed a sick leave cap of sixteen hundred and eighty (1680) hours, shall, to the extent that the accrued sick leave exceeds the cap, receive, for every seven hours above that limit which would have been accrued, an amount equal to \$200.00; said amount to be paid annually as of June 30<sup>th</sup> of each fiscal year, commencing with this agreement.

An employee shall furnish a medical provider's certificate to the head of their department if they have been on sick leave for more than three (3) consecutive workdays. This certificate is to be furnished on return of the employee to work.

The employees shall be notified at least once every six (6) months of the number of hours of sick leave that they have accumulated.

## **ARTICLE IX-A 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 B. Employee participation in the USLB is voluntary; however, as noted in the Appendix, no employee may request use of the USLB unless the employee is a participating member.

## **ARTICLE X COMPENSATION FOR ACCUMULATED UNUSED SICK LEAVE**

Upon separation from employment for any reason other than just cause termination, an employee will be compensated for unused accumulated sick leave on the basis of 50% of its value, up to a maximum of \$15,000.

**ARTICLE XI**  
**BEREAVEMENT LEAVE**

In accordance with city ordinances, emergency leave up to five (5) working days may be allowed for death in an employee's immediate family (spouse, domestic partner, mother, father, child, brother, sister); three (3) days may be allowed for mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, step-grandchildren; and two (2) days for the death of an aunt, uncle, niece, nephew and first cousin. At the discretion of the Mayor, bereavement leave can be extended to five (5) days for out-of-city deaths.

**ARTICLE XII**  
**JURY DUTY LEAVE**

An employee in full-time employment required to serve on a jury and thus having to be absent from regular duty, may, upon application, be paid the difference between the compensation received from jury duty and their regular compensation, upon presentation of an affidavit of jury pay granted.

**ARTICLE XIII**  
**MILITARY LEAVE**

An employee in full-time employment in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the employee. Such payments shall be limited to a period not to exceed two weeks in any twelve-month period and shall not include payment to members of the National Guard, who may be mobilized during an emergency in the Commonwealth.

**ARTICLE XIV**  
**PERSONAL LEAVE**

A personal leave of 35 hours shall be granted each year for the use of members of the Association for personal business. Said personal leave shall be taken at such time as may be mutually agreed between said employee and the head of the department. Employees shall have the right to use such leave in hourly increments, half-days or full days.

**ARTICLE XV**  
**GRIEVANCE AND ARBITRATION**

1. Any dispute, grievance or difference which may arise between the parties during the term of this Agreement including the application, meaning or interpretation of this Agreement, and which is not otherwise controlled by the laws of the Commonwealth of Massachusetts shall be adjusted in accordance with the

following procedure. This procedure, hereinafter called the grievance procedure, shall be informal and confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual agreement of the parties.

2. The procedure is as follows:

Step 1. The Union, through its Grievance Committee, shall submit the grievance, in writing, within three days of the incident to the head of the employee's department. A copy must be provided to the Director of Human Resources.

Within three (3) working days after the department head has received such grievance, the department head shall meet with the representatives of such Union for the purpose of adjusting or resolving such grievance.

Step 2. If the grievance is not resolved to the satisfaction of the Union by the department head within five (5) working days after such meeting, the Union may submit such grievance, in writing, within seven (7) working days thereafter, to the Director of Human Resources. Within fourteen (14) working days thereafter, Director of Human Resources shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

Step 3. If such grievance is not resolved to the satisfaction of the Union at Step 2 above the union may, within ten (10) working days of an adverse decision, request a meeting with the Mayor.

Step 4. If after 5 working days of the Mayor's meeting or the failure of the Mayor to act, the Union may request arbitration of the dispute within 10 days of the Mayor's response or failure to act. The arbitration shall be conducted by the Massachusetts Board of Conciliation and Arbitration and shall be binding.

## **ARTICLE XVI HOLIDAYS**

The following days shall be recognized as legal holidays on which day employees shall be excused from all duty not required to maintain essential City services:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day

## Independence Day

If the Commonwealth of Massachusetts passes any laws, which would apply statewide, granting additional holidays or other fringe benefits, then employees of the Union will receive the same benefits.

## ARTICLE XVII UNION BUSINESS

1. All employees covered by this Agreement who are members of the Union's Negotiation Committee, to a maximum of five (5), shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of a contract provided said time is approved in advance by their respective Department Heads.
2. Not more than two (2) members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union, for the purpose of processing grievances, when such activity takes place at a time during which said members are scheduled to be working, subject to prior approval by their respective Department Heads.

## ARTICLE XVIII COMPENSATION

1. Effective July 1, 2021, the wage scale and all employee rates shall receive a cost-of-living adjustment of 2%.
2. Effective July 1, 2022, the wage scale and all employee rates shall receive a cost-of-living adjustment of 2%.
3. Effective July 1, 2023, the wage scale and all employee rates shall receive a cost-of-living adjustment of 2%.
4. The City and Union agree to incorporate the Salary Schedule for Middle Management into this Agreement and to append a copy hereto.
5. It is agreed that if any other bargaining group receives a COLA greater than 2.0% in FY 22 thru FY 24, the City will reopen collective bargaining.

## **ARTICLE XVIII-A PERFORMANCE EVALUATION**

The parties recognize the right of the City to conduct written performance evaluations. The format for evaluations will be agreed to by the parties.

The parties agree to continue a 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 a supplemental evaluation performed if the initial evaluation is negative).

The performance evaluation will be conducted by the department head or designated supervisor but will not be conducted by a member of this union upon another member of the union.

## **ARTICLE XIX WORKING OUT OF CLASSIFICATION**

When a subordinate employee is appointed in an acting capacity or designated under the Charter to serve in a superior's position which is vacant or where the superior is on extended leave greater than 20 consecutive working days, then the individual shall be entitled to receive compensation at the superior's rate for a Minimum Step for that period of service.

## **ARTICLE XX CAREER INCENTIVE**

Employees who have completed seven (7) years of full-time service shall receive an annual career incentive payment equal to two tenths of one percent (2/10 of 1%) their base pay multiplied by the number of years of service. The Employee shall receive annually, on the anniversary date of employment, their career incentive payment. Employees who have completed twenty-five years of full-time service shall receive a career incentive payment equal to four tenths of one percent (4/10 of 1%) of their base pay multiplied by the number of years of service.

To the extent permitted by law, 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.

New City employees hired after June 30, 2021, shall not be eligible for the career incentive.

## **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 such training shall be approved by the Department Head 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. This shall be contingent upon funds being available and documentation substantiating the training and related costs.

## **ARTICLE XXII TUITION REIMBURSEMENT**

A tuition reimbursement is hereby established allowing for reimbursement for one (1) class per fiscal year at a maximum reimbursement of Six Hundred Dollars (\$600.00) for an undergraduate course and Twelve Hundred Dollars (\$1,200.00) for a graduate course, subject to the following conditions:

The program or course to be taken must be preapproved by the Mayor or Director of Human Resources.

- a. Said course or program must be relative to the employee's current position.
- b. A tuition reimbursement form must be completed and approved prior to an employee enrolling in the course for reimbursement.
- c. The employee must give ample time (no less than 30 days) for consideration of said request.

## **ARTICLE XXIII 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 XXIV INSURANCE DEDUCTIONS**

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 will be consistent citywide in accordance with state law on point.

## **ARTICLE XXV CLOTHING, TRAVEL and Other ALLOWANCE**

The Conservation Officer, Chemist/Assistant Supervisor and Assistant Municipal Appraiser(s) shall each receive a pre-paid credit card for their clothing allowance in the amount of Four Hundred Dollars (\$400.00). Receipts must be provided to the CAFO's office for reconciliation within 30 days after purchases.

Other members of this bargaining unit shall be compensated at the prevailing federal rate established for income tax purposes for use of private vehicles for City of Methuen business, with prior written approval for business use of the vehicle, and with appropriate documentary support contemporaneously provided.

For the providing of translational services for any respective official or employee of the City of Methuen on an as-needed basis, the Legal Secretary shall receive a cash allowance in the sum of Four Thousand Dollars (\$4,000.00) annually, payable in twelve (12) equal monthly installments.

## **ARTICLE XXVI HOURS OF WORK**

The parties hereto acknowledge that the hours of work shall be thirty-five hours (35) per week. The weekly schedule will be: Monday through Thursday 8:00AM through 4:30PM and Friday 8:00AM through 12:00PM.

Any member who is required to work beyond normal working hours for public safety or other reasons necessary for the protection or other work-related duties of the City, shall be paid straight time for up to forty (40) hours in a single workweek, and time and one-half (1.5) for all hours worked beyond forty (40) in a single workweek. Overtime during any particular fiscal year shall be limited to ten percent (10%) of the employee's base rate of pay, with Department Head preapproval.

## **ARTICLE XXVI-B JOINT COMMITTEE**

The Parties further agree that a joint committee shall be established consisting of members of the Union and Management, to study issues of seniority, and the wage scale, and present a report to both sides prior to the next contract negotiation.

## **ARTICLE XXVII STABILITY OF AGREEMENT**

1. The parties to this Agreement may from time to time make amendments, modifications, changes or revisions in this Agreement, provided that said amendments, modifications, changes or revisions are mutually agreeable, reduced to writing in acceptable language, and appended to the body of this Agreement; provided, however, neither party shall be obligated to negotiate with the other during the term of this Agreement.
2. The failure of the City or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or of the Union, or of any such employees, to the future performance of any such term or provision; and the obligations of the Union and the City or such Union employee for such future performance shall continue in full force and effect.

## **ARTICLE XXVIII DURATION**

The duration of this contract shall be from July 1, 2021 through June 30, 2024. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee, for the purpose of discussing such amendment, modification, or termination.

## **ARTICLE XXIX SEVERABILITY**

If any provisions of this Agreement are held invalid, the other provisions of the Agreement shall not be affected thereby. If the application of this Agreement or any of its provisions to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons and circumstances shall not be affected thereby.

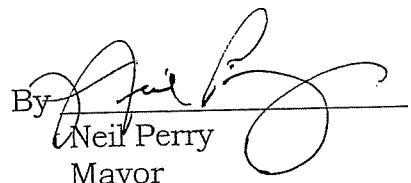
**ARTICLE XXX**  
**BI-WEEKLY PAYROLL AND DIRECT DEPOSIT**

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

IN WITNESS WHEREOF, the City of Methuen and the Methuen Middle Management Association cause this instrument to be signed by their authorized representatives this 12<sup>th</sup> day of August, 2021.

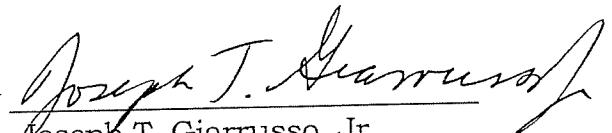
**CITY OF METHUEN**

By

  
Neil Perry  
Mayor

**METHUEN MIDDLE MANAGEMENT  
ASSOCIATION**

By

  
Joseph T. Giarrusso, Jr.  
President

## Appendix A

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### CITY OF METHUEN Policy: CODE OF CONDUCT

Type of Policy (✓) New ( ) Amended  
Citywide Policy  
Adopted by the Mayor *D. L. B. 5/19/2021*

Effective Date: 5/24/2021  
Amended Date:

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 A-1



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

### VISION/MISSION STATEMENT

DR

#### 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 B

### CITY OF METHUEN Policy: Universal Sick Bank Policy



Type of Policy (  ) 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 1<sup>st</sup> – 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 1<sup>st</sup>, 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 back 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 1<sup>st</sup>.
- 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.