

C-22-4



City of Methuen, Massachusetts

Office of the Chief Administrative & Financial Officer

The Searles Building 41 Pleasant Street Room 303

Methuen, Massachusetts 01844

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APPROVED

9/9/21 *LDY*

Duprey
FO

Memorandum of Agreement between The City of Methuen and Local 1691, International Association of International Association of Firefighters, AFL-CIO

Proposed Contract- Fiscal Year 2020- Fiscal Year 2021

Summary of Changes:

1. Wages
 - a. Effective July 1, 2020: 0 % COLA
 - b. \$1,500 premium pay x 103 union members= \$154,500 total premium pay to be paid from ARPA funding
2. Addition of Federal holiday- Juneteenth
 - a. Estimated \$50,000 – already paid thru FY21 budget

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Maggie Duprey
CAFO

Memorandum of Agreement between The City of Methuen and Local 1691, International Association
of International Association of Firefighters, AFL-CIO

Proposed Contract- Fiscal Year 2022- Fiscal Year 2024

Summary of 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 XI, Section 3 Wages, Emergency Medical Technician
 - a. Effective July 1, 2021: Increase EMT stipend from 8.5% to 9.5%
 - b. Effective July 1, 2023: Increase EMT stipend from 9.5% to 10%
3. Article XI Wages, Section 3 Emergency Medical Technician Stipend and Section 6 HazMat stipend
 - a. Effective July 1, 2021: Amended to reflect members who retire after the July stipend payments but prior to the December payments shall receive a prorated December stipend payment at the time of their exit.
4. Article XI, Section 2, Wages
 - a. Effective July 1, 2021: Night differential increased from 5% to 6%
5. Article XIV, Extra paid details
 - a. Effective July 1, 2021: Raise detail rate from \$56 to \$58, this increase does not apply to the City

Financial Impact:

	ANNUAL SALARY	EMT Stipend	Night Diff	Hazmat Stipend	Longevity	Annual Cost	Total Change
Current	6,105,856	518,998	305,293	305,293	210,704	7,446,144	
Proposed FY22	6,245,934	593,364	374,756	312,297	240,299	7,766,649	320,505
Proposed FY23	6,370,853	605,231	382,251	318,543	277,797	7,954,674	188,025
Proposed FY24	6,498,270	649,827	389,896	324,913	287,851	8,150,757	196,083

Total Change	Year 1	Year 2	Year 3
FY22	\$ 320,505	\$ 320,505	\$ 320,505
FY23		\$ 188,025	\$ 188,025
FY24			\$ 196,083
	\$ 320,505	\$ 508,530	\$ 704,613
		Total	\$ 1,533,647

C-22-4

AGREEMENT BETWEEN
CITY OF METHUEN

AND

LOCAL 1691, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

JULY 1, 2020

TO

JUNE 30, 2021

ARTICLE I (AGREEMENT)

This Agreement between the City of Methuen (hereinafter called the "City") and LOCAL 1691, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (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 Support Staff personnel 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:

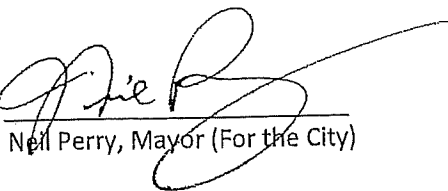
1. Add the newly Federal Adopted Holiday, Juneteenth, to the Collective Bargaining Agreement.
2. Retention/ Recruitment Bonus: Bargaining unit members that have worked for the City for at least 90 calendar days and that are actively employed (not on medical, administrative leave or workers compensation, 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)

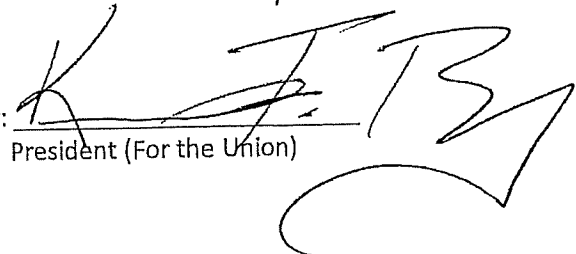
If any provisions of this Agreement are held invalid, the other provisions of the Agreement shall not be affected thereby. If the application of this Agreement, or any of its provisions to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons 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 19 day of July, 2021.

By:


Neil Perry, Mayor (For the City)

By:


President (For the Union)

**AGREEMENT BETWEEN
CITY OF METHUEN**

AND

**LOCAL 1691, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO**

JULY 1, 2020

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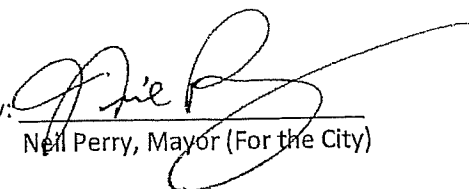
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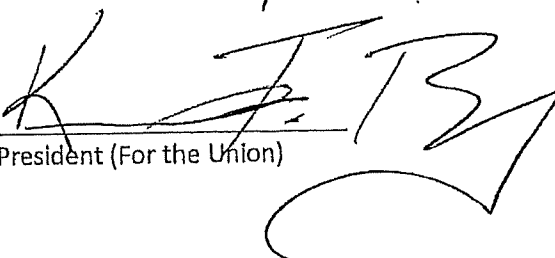
1. Add the newly Federal Adopted Holiday, Juneteenth, to the Collective Bargaining Agreement.
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AGREEMENT BETWEEN
CITY OF METHUEN

AND

LOCAL 1691, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

JULY 1, 2021

TO

JUNE 30, 2024

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PREAMBLE

THIS AGREEMENT entered into by the City of Methuen (hereinafter referred to as the "Employer" or "City"), and Local 1691 International Association of Firefighters, AFL-CIO (hereinafter referred to as the "Union"), has, as its purpose, the promotion of harmonious relations between the Employer 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

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating wages, hours and other conditions of employment for all permanent, full-time, uniformed employees in the Fire Department, excluding the positions of Chief of the Department, Assistant Fire Chief Clerk and Administrative EMS Coordinator.

Wherever the terms "employee" and "employees" are used in this Agreement, such terms refer to members of the bargaining unit as set forth in this Article.

ARTICLE II MANAGEMENT RIGHTS

The Employer and the Fire Chief, as its agent, shall retain all the rights and authority it had prior to the signing of the Agreement, either by law, custom, practice, usage or precedent to manage and control the Fire Department and to determine the methods and means by which the operations of said Department are to be carried on and to direct the members of the Department in any manner which, in its opinion, is in the best interest of the inhabitants of the City, except as may be specifically modified by this Agreement.

ARTICLE III 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.

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

ARTICLE IV UNION BUSINESS

1. All employees covered by this Agreement, who are officers of the Union or who are appointed by the Union as members of said Union's collective bargaining negotiation team (not to exceed three (3)), shall be allowed time off for negotiations or conferences with the Employer, or Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time, provided the Chief is notified in advance and no replacement is required.
2. In the event that a grievance meeting concerning the terms of this Agreement is held outside the Greater Lawrence area, the Employer agrees that one member may represent the Union without loss of pay or benefits, and without the requirement to make up said loss of time.
3. A maximum of thirty-five (35) tours annually with pay may be requested of the Chief as Union business leave upon twenty-four (24) hours' notice to the Chief. Five (5) of said thirty-five (35) tours shall be at the discretion of the Chief. Tours not used under this section in any calendar year may not accumulate and carryover into a subsequent calendar year.

ARTICLE V RULES AND REGULATIONS

The rules and regulations of the Fire Department of the City of Methuen are hereby recognized by the City and by the Union, as the basic rules by which the Department shall operate. The Fire Chief further agrees that if, at any time after signing of this Agreement, he should change, modify or amend any of the rules heretofore in existence, he 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 or modification and submits the matter to the grievance procedure as set forth in this Agreement, then the Fire Chief hereby agrees that the Department shall follow the existing rule in this Agreement until such time as the grievance procedure is completed.

ARTICLE VI CIVIL SERVICE

1. The Employer and the Union shall recognize and adhere to all applicable civil service laws and state labor laws, rules, and regulations.

2. The Union may, upon the request of the employee involved, represent such employee under any procedure provided for above.
3. The Employer agrees to make appointments to vacant civil service positions in accordance with the procedures outlines in Chapter 31 of the Civil Service Laws and Rules.
4. The Employer agrees to ask for a promotional examination every two (2) year. As far as possible, the Chief shall continue to anticipate and plan for filling vacancies in officers' ranks and shall endeavor to have a promotion list available. The appointing authority shall continue to make promotions as soon as appropriate after a vacancy occurs.
5. Notwithstanding any provision of the Agreement to the contrary, any matter which is subject to the jurisdiction of the Civil Service Commission shall not be a subject of a grievance or arbitration under this Agreement, unless the employee and the Union elect grievance/arbitration as the exclusive remedy pursuant to Section 8 of General Laws, Chapter 150E, in cases involving suspension, dismissal, removal or termination of an employee who has completed their probationary period.

ARTICLE VII SENIORITY AND BIDDING

1. Effective on the date of execution of this Agreement, when filling a permanent bargaining unit vacancy caused by retirement, resignation, termination, promotion, transfer, or death, the rank, group and station for the position shall be posted in all stations for a period of seven (7) calendar days within thirty (30) days of the job opening. Except for exceptional circumstances, the Chief will make every effort to post, thirty (30) days prior to the job opening. Qualified applicants shall make written application to the Chief prior to the close of the posting period.

The parties agree to three tier bidding which will allow three (3) successive openings resulting from an initial transfer to be filled pursuant to this Article.

2. The Chief shall make the selection from among the applicants on the basis of past work performance, qualifications, and ability. The Chief will not exercise judgment in an arbitrary or capricious manner. Where said criteria are determined by the Chief to be for two or more applicants, seniority shall determine the selection. Where no employee applies for a lateral transfer, the Chief may assign the least senior and qualified employee not assigned to ambulance duty, to the position.
3. Seniority, for purposes of this Agreement, shall be measured from date of appointment as a permanent full-time uniformed employee of the Methuen Fire Department. Where a full-time working reserve Firefighter has had ninety (90) days of continuous service immediately preceding the appointment as a permanent full-time Firefighter, said ninety (90) days shall be added to their seniority and counted toward their probationary period, step increments, and all other applicable benefits.

Where two (2) or more employees have the same date of appointment to the Methuen Fire Department, prior service with the City in any full-time capacity (including continuous service as a regular reserve) shall be looked to in determining seniority. If the above guides are not determinative on the seniority issue, then the employee with the highest Civil Service examination score as a Firefighter shall have the greater seniority. If that guide is not determinative on the comparative seniority issue, such issue will be resolved by a lottery administered jointly by the Chief and the Union.

Seniority shall be based upon continuous service and shall not be broken by vacation tie, sick leave, injured leave, emergency leave, or temporary layoff.

4. In the event of a reduction in force or layoff, the exact inverse order of hiring as a full-time uniformed employee shall be used. The order of original appointment shall also be used to recall the force.
5. Any conflict between the provision of this Article and the requirements of Civil Service law, rules, and regulations, shall be resolved in the favor of Civil Service. This Article shall only apply to lateral transfers, and not promotions.
6. The City shall not incur any overtime obligation as a result of an employee changing group under this Article. This section will not prevent the Chief from scheduling overtime where he determines it necessary.
7. This Article shall in no way prevent the Chief from initiating a lateral transfer of employees where it is determined such transfer to be in the best interest of the Department. Such transfer shall not be made for arbitrary or capricious reasons.
8. Employees assigned to the Fire Alarm Room and/or ambulance(s) shall have the same rights to bid for vacancies under this Article as any other unit employee.
9. Where there is no qualified replacement for the Fire Alarm Room and/or ambulance, employee's transfer requests from those positions may be denied until such time as qualified replacements are available. Employer and the Union agree that the number of employees assigned to the fire alarm and ambulance functions as of July 1, 1979, must be maintained during the term of this Agreement.

ARTICLE VIII HOURS OF WORK

1. The regular workweek for members of the fire suppression units shall not exceed an average of forty-eight (48) hours, consisting of day tours of ten (10) hours, commencing at 0730 hours and terminating at 1730 hours, and night tours of fourteen (14) hours, commencing at 1730 hours and terminating at 0730 hours. The cycle of day and night tours shall require fire suppression personnel to work as follows:
 - A. Work a 24-hour shift (10-hour day tour followed by a 14-hour night tour).
 - B. 24 hours off.
 - C. Work a 24-hour shift (10-hour day tour followed by a 14-hour night tour).
 - D. Five 24-hour periods (days) off.
2. For the purposes of overtime, holidays, and all contract regulated leaves of absence including, but not limited to: vacation, sick leave, personal days, emergency leave, bereavement leave, compensation days, military leave, jury duty and swaps, etc., each twenty-four (24) hour shift shall continue to be divided into a day tour (ten hours) and a night tour (fourteen hours) with no increase or reduction in present benefit computation. It is the clear intent of the parties to simply rearrange

the weekly cycle of ten (10) hour day and fourteen (14) hour night tours, and not to initiate a total twenty-four (24) hour tour.

The Union agrees to provide an Overtime Committee that will work closely with the Overtime Deputy Chief (who shall chair the Overtime Committee) for the purpose of developing policies for the proper distribution of overtime and to ensure that the overtime is distributed as equally as possible, keeping in mind the parameters set forth in the Union contract and the Rules and Regulations. The Overtime Committee shall supply to the Deputy Chief a pool of individuals (consisting of at least five) that the Deputy can contact for a overtime for the night shift duties when another member gives less than twenty-four (24) hours' notice for vacation or personal time off.

3. No fire suppression personnel shall work more than forty-eight (48) consecutive hours (including regularly scheduled shifts, details, swaps, etc.) unless an emergency condition arises for which the Fire Chief or designee deems it necessary. If a period of less than ten (10) hours "off time" exists, separating a forty-eight (48) hour work time from additional work time, the Fire Chief or designee may deny the additional work hours to the employee involved.
4. Overtime will be distributed in the same manner as contract language states, with the exception that fire suppression personnel are only eligible to work either a ten (10) hour day or a fourteen (14) hour night tour in the twenty-four (24) hour period between their regularly scheduled twenty-four (24) hour tours, and that fire suppression personnel will not be given a "refusal" mark for an ineligible overtime shift which would put the employee on a tour of more than forty-eight (48) consecutive hours.
5. The parties agree to try to amicably resolve any disputes that may arise concerning the interpretation of the language of this Article and/or the implementation of the change from the current weekly cycle of day and night tours without resort to the formal grievance procedure. If informal resolution of a dispute is not achieved, the parties agree to grant reasonable time extensions to accommodate the grievance procedure as set forth in the current bargaining contract. The Chief may ask the Union to activate the Twenty-Four-Hour Shift Committee to assist in the resolution and management of any additional unforeseen problems.
6. Alarm room/ambulance functions will continue as per the current contract and existing rules and regulations in accordance with a twenty-four (24) hour schedule. Changes to the alarm room/ambulance functions may be proposed by a majority vote of the specific employees regularly involved in those functions (bottom twenty-four (24) EMT's) and must have approval of the Fire Chief. Both parties agree that approved function changes shall be instituted department wide.

ARTICLE IX OVERTIME

If a member of the Department is required to be on duty beyond their regular hours of duty, as may be required from time to time, the employee may be given compensatory time for all hours worked as overtime duty. If time off cannot be given, the employee will be paid for such overtime duty at a minimum of one and one-half (1.5) times the employee's base rate, or at such rate as determined by the Fire Chief.

ARTICLE X CALLBACK

1. If an off-duty Firefighter is called back to work, then they shall be paid for not less than four (4) hours, provided, however, that these four (4) hours will not run into the Firefighter's normal tour of duty. If this happens, then they shall be paid only for the actual overtime hours worked.
2. If, during this guaranteed call back duty of four (4) hours, the City does not require the full four (4) hours, the Firefighter may be relieved and shall be paid as follows: if the Firefighter has worked less than two (2) hours, they will be paid at the rate of time and one-half (1.5) for two (2) hours and straight time for two (2) hours; if the Firefighter has worked two (2) hours or more, they may be relieved and will be paid a minimum of four (4) hours, or more if needed, at the rate of time and one-half (1.5).
3. This applies to code enforcement officers and fire investigators.
4. It is further provided that if a Firefighter is in the course of their normal tour of duty and continues working into overtime, then they shall be paid for said overtime according to the next nearest full hour.

ARTICLE XI WAGES

1. The following increases shall take effect on the dates listed below:
 - A. On July 1, 2021, there shall be a 2% increase to employee's base salary.
 - B. On July 1, 2022, there shall be a 2% increase to employee's base salary.
 - C. On July 1, 2023, there shall be a 2% increase to employee's base salary.

Additionally, the attached wages reflect the following differentials for all officers who are in place as of the date of execution of this contract:

Lieutenant	14% above Private
Captain	10% above Lieutenant
Deputy	10% above Captain

Any Private promoted to the rank of Lieutenant after the execution of this Agreement will receive 12% above Private, with the option to earn the 14% differential through training incentive courses.

2. The night shift differential shall be paid at the rate of 6% on the base pay of a Firefighter as of FY22. Night shift differential shall be included in vacation pay, sick pay and injured leave pay, but shall not be treated as part of the base pay for overtime purposes or any other purposes. Unionized day staff shall receive an additional 5% above their pay grade.
3. Emergency Medical Technicians (EMT's)

- A. All employees covered under this Agreement will be required, as a condition of employment, to acquire and maintain their certification throughout their career with the City Fire Department.

Additionally, any individual not otherwise required by this provision to hold and maintain an EMT certificate due to the fact that they legally let it expire or never were required to possess it, may opt to acquire or reacquire said certificate for the purposes of the stipend listed below, and, if they are paid this stipend, shall thereafter be required, as a condition of employment, to maintain said certificate for the remainder of their career with the City Fire Department. These individuals seeking certification shall be reimbursed by the City for education/training fees.

Employees certified as EMT's, as provided for herein, shall annually receive an EMT stipend equal to nine and one-half percent (9.5%) of their base pay in FY22. Said stipend shall be payable as follows: one-half of the stipend shall be paid in December and one-half shall be paid in June of the fiscal year, respectively. The stipend is not to be considered base pay for any other purpose including overtime, vacation, longevity, etc. This stipend shall represent the compensation to be paid in relation to EMT-type duties, including the use of the EPI-pen and D-Fib. In FY24 this EMT stipend will increase to 10% of base pay.

In regard to the EMT stipend and Section 6 HAZMat Stipend, members who retire subsequent to the July stipend payments, but prior to the December payments shall receive a prorated December stipend payment at the time of their separation of service.

- B. 1. As to the initial certification, the City agrees that it will provide training or schooling on an in-house basis or other method, whichever is the least expensive; the particular method of training to be worked out by the City and the Chief.

2. The Employer will provide or reimburse all employees who are required by the department under Section A above to have an EMT certificate, for costs to include tuition, books and class related fees toward EMT certification and recertification. The Employer will coordinate and make available at Methuen Central Fire Station a minimum of one (1) D.O.T. refresher course once every two (2) years and a minimum of twenty (20) hours of EMT continuing education per year. In the event the Employer does not make available this training, the employee required by the department to be an EMT, under Section A above, is responsible for same during off duty hours, providing employee is compensated at the overtime rate as established by this Agreement for all such hours.

All EMT's are responsible for their own recordkeeping, and a copy of their recertification must be forwarded to the Human Resources Department by March 1st to receive their stipend.

All employees, including those at outlying stations, will be allowed to attend any/all EMT related courses, classes and training held at the Central Fire Station.

- C. There will be an attempt to keep all groups equally balanced in order of seniority. Ambulance duty, except swaps, will be governed according to seniority, whenever possible.

- D. Employees hired after the date of execution of this contract will obtain their EMT certification no later than one (1) year following date of permanent appointment; provided, however, that when such employees are assigned by the Employer to the Massachusetts Fire Academy or other instructional facility or class prior to commencement of EMT instruction, such employees will have one (1) year running from date of completion of such other instruction to obtain EMT certification. If such employee does not obtain EMT certification within the one (1) year period

referenced above, then such employee's EMT seniority will not commence until the actual date of certification. Employees who comply with the one (1) year EMT certification period as referenced above, will have an EMT seniority date equal to their employment seniority. The provisions of this subpart will have no effect upon an employee's employment seniority date or calculation.

The above paragraph is in reference to the bottom twenty-four (24) EMT's only. All other EMT's will be governed by department seniority, whenever possible.

- E. When a new employee obtains EMT certification, they immediately will be assigned to the ambulance as a "third person" for training purposes for a consecutive period of eight (8) tours of duty, consisting of four (4) day tours and four (4) night tours of duty.
- F. The EMT's described herein will be subject to ambulance duty if needed, however, department seniority will dictate placement, whenever possible, except in the case of a swap.

4. D-FIB (Defibrillator) Certification

Employees are compensated in base pay for holding D-Fib certificates and shall therefore not receive additional pay.

- 5. No monies shall be paid out under any provision of this Agreement unless and until an appropriation of funds has been made, therefore.
- 6. Employees who have been certified to the Operations level of hazardous materials handling shall be compensated with a stipend of five percent (5%) of the base pay, paid semiannually in July and December.

7. House Lieutenants

Each of the four (4) fire stations shall have a designated House Lieutenant, which position shall be paid a stipend of six percent (6%) over a maximum Lieutenant's pay. The stipend will be paid each pay period and be part of their base pay. In the event a House Lieutenant is out of work for any reason for a period of time exceeding ninety (90) consecutive days, the House Lieutenant shall cease receiving the stipend and the employee then serving as Acting House Lieutenant shall receive the stipend until such time as the House Lieutenant returns to work or a new permanent House Lieutenant is appointed.

House Lieutenants are responsible for overseeing and enforcing the rules and regulations and the standard operating procedures as well as daily housekeeping and spring and fall housekeeping duties that are particular to their station. They are also responsible for reporting to the Chief or designee the needs of their station.

ARTICLE XII DUTIES

The duties of all Firefighter ranks shall be those as described by the Civil Service under duties on the poster issued by Civil Service for the particular grade. The City and the Fire Chief agree further that if, at any time during the duration of this Agreement, they shall submit to Civil Service any job description for composition

of duties which differ from those heretofore in existence, the Fire Chief shall notify the Union, in writing, at least ten (10) days prior to the submission of said proposed changes to Civil Service.

ARTICLE XIII SUBSTITUTION

The uniformed members of the Fire Department shall be permitted to substitute or exchange time with members of equal rank and if determined by their supervisor as equally qualified. Substitutions, in individual cases, shall be permitted only when approved by the Chief of the Department or designee. The City shall not be held responsible for enforcing any agreement between the employees.

ARTICLE XIV EXTRA PAID DETAILS

All employees covered by this Agreement who are required to report for extra paid detail shall be paid at the rate of Fifty-Eight Dollars (\$58.00) per hour, with a four (4) hour minimum, for all details. However, paid details for the City or for non-profit organizations within the City shall be paid at the rate of Thirty Dollars (\$30.00) per hour. All employees covered by this Agreement who are required to report for extra paid detail between the hours of 12:00 a.m. and 6:00 a.m. shall be paid at the rate of One Hundred Twelve Dollars (\$112.00) per hour, with a four (4) hour minimum.

The Chief agrees to develop, in conjunction with the Union, an extra paid detail policy. The parties agree that the Chief's policy shall include the following:

- A. Paid detail assignments shall be made by the Chief during the razing of any commercial or industrial buildings which are 4,000 square feet or more in floor area.
- B. Paid detail assignments shall be made in the instance where a commercial building is being re-roofed by means of utilizing a tar kettle, during the time a flame is ignited in said tar kettle.
- C. Paid detail assignments shall be made in the instance where an alarm system is disabled or disconnected in a residential structure containing thirteen or more units for a period of four (4) hours or more between the hours of 10:00 p.m. and 6:00 a.m.

It is the understanding of the parties that, in order to effectuate a transition into the extra paid details requirement, the same shall become effective sixty days from the effective date of the regulations as established by the Fire Chief, excepting that, the razing provisions shall become effective upon execution of the regulations by the Chief.

ARTICLE XV VACANCIES

1. A minimum of eighteen (18) uniformed members of the Department will be used to fill any vacancies caused by vacations, sick leave, injury leave, and other emergency leaves.
2. When vacancies are filled, they shall be filled from a master list to be maintained by the officer in charge. Any employee who refuses such work will be recorded, for purposes of assignment, as "assignment refused" in determining the equitable and fair distribution of extra work. No employee

shall be listed as "assignment refused" if the assignment, in the opinion of the Chief, did not give the employee adequate notice to accept the assignment.

ARTICLE XVI WORKING OUT OF GRADE

1. Temporary service in a higher rank by employees through the rank of Deputy Chief will be allowed only when an officer is absent for union business, Retirement Board business, fire service-related training, or military training in the event of the unavailability of a ranking officer or budget constraints in the last third of the fiscal year deem it necessary.
2. The opportunity to serve temporarily in the next highest rank will be offered to employees whenever there is a vacancy consisting of more than sixteen (16) consecutive tour of duty. Such vacancies shall include those caused by illness, injury, promotion, or extended leave for any purpose. With the exception of the Chief's position, such temporary service will be offered only after the vacancy has existed for a period of sixteen consecutive tours. This provision shall not apply if budget constraints in the last third of the fiscal year deem it necessary.
3. The opportunity to serve temporarily in the higher rank may be given to the employee holding the highest position on an eligibility list for promotion to the rank involved and assigned to the group involved. If the employee holding the highest position on the promotional eligibility list is not on the group involved, it is at the Chief's discretion to allow any employee on the eligibility list the temporary assignment. If no employee on the eligibility list is assigned to the temporary position, then departmental seniority among employees in the next lowest rank on the group involved will govern, with the offer of opportunity being given to no more than five (5) such employees in descending order of seniority. If the assignment is at an outlying station, one of the two remaining privates may be used, providing they are among the top five (5) seniority-wise between that station and Central. If, during an extended leave, hereby defined as more than sixteen (16) consecutive tours, a temporary assignment as stated above cannot be found, the Chief may offer said assignment to the most senior employee in descending order, with the offer of opportunity not to exceed the top twenty (20) employees department wide. If no employee accepts the opportunity as provided by the foregoing, the officer's absence will be filled by an officer.
4. Employees serving in a higher rank will be compensated at the rate established for the next highest rank. Minimum pay for such temporary service in higher rank will be one (1) full tour of duty, meaning a ten (10) hour day or a fourteen (14) hour night.
5. If the Chief is unavailable for more than three (3) consecutive workdays, the Chief may elevate the Assistant Chief or a Deputy Chief to the position of acting Chief for the period of absence. During this time, the Chief may hire for the Deputy or elevate a Captain or a Lieutenant on the promotional list to acting Deputy. If none of the above-mentioned are available, a senior Lieutenant may be elevated.

ARTICLE XVII VACATIONS

1. All employees in the bargaining unit shall earn and be granted vacation leave in the calendar year under the following schedule: All employees in the bargaining unit shall earn and be granted vacation leave in the calendar year under the following schedule:

After one (1) year, but less than five (5) years of employment: ninety-six hours (96)

After five (5) years, but less than ten (10) years of employment: one hundred and forty-four hours (144)

After ten (10) years of employment: one hundred and ninety-two hours (192)

After fifteen (15) years of employment: two hundred and forty hours (240)

After twenty (20) years of employment: twelve hours (12) will be added to the vacation entitlement each year until the firefighter attains twenty-four (24) years of service and shall cease at that time.

Employees in continuous employment having less than twelve (12) months service as of May 1st in any year shall be granted, at the discretion of the Chief, that proportion of 96 hours which their total months of service bears to twelve (12), but not to exceed eight 96 hours. (e.g., an employee hired on January 1st shall be entitled to 4/12ths of 96 hours, or 32 hours). Such pro-rata shall be rounded off to the nearest hour. Provided, however, that should an employee with less than twelve (12) months of service utilize such vacation, then it shall be subtracted from the accrual count for vacation in the following calendar year.

Day staff: Notwithstanding the foregoing provisions of this section, employees working a five (5) consecutive day schedule shall continue the practice of accruing and taking their vacation on a calendar week basis, i.e., two (2) weeks after one (1) year of employment; three (3) weeks after five (5) years of employment; four (4) weeks after ten (10) years of employment; and five (5) weeks after fifteen (15) years of employment. After twenty (20) years of employment an additional twelve (12) hours of vacation shall be added to the entitlement of employees working a five (5) day schedule. Twelve (12) hours will be added each year until the employee attains twenty-four (24) years of service at which time it shall cease. The City and Union agree that vacation entitlements shall be recorded in hours. Any variation between employees working on a twenty-four (24) hour shift and employees working on a five-day schedule is intentional. The Union agrees to hold the City harmless with respect to any claim arising from the variation.

With the permission of the Mayor, employees shall be permitted to carry over from one year to the next a maximum of two (2) weeks of accrued vacation time, which shall include vacation time periods of less than ten (10) hours and shall automatically be carried over from one year to the next. Vacation time which is carried over shall be used in accordance with this Article and shall be the first vacation time used in the subsequent year. In no event will an employee be compensated for more than six (6) weeks of vacation at termination or retirement.

2. Years of service for vacation purposes shall be based upon an employee's anniversary date of employment. In any vacation (calendar) in which an employee will earn additional vacation entitlement pursuant to Section 1 of this Article, the involved employee can use such additional vacation at any time during such year and prior to the anniversary date providing such additional vacation. Sections 1, 3, 4, 5, 6 and 7 of this Article shall still apply to these employees.
3. Employees using full vacation weeks between June 20th and September 12th must submit their requests by May 15th in order to be given preference for that time. Any employee requesting more than two full weeks of vacation between the dates set out above must secure the permission of the Chief. Vacation and personal time may be used in accordance with the vacation and personal time provisions of Section 5 for the following dates, provided that sufficient people volunteer to take

overtime: Thanksgiving, day and night; Christmas Eve, day and night; Christmas Day, day and night; New Year's Eve, day and night; and New Year's Day, day and night.

For the purposes of computing Christmas Eve or Day and New Year's Eve or Day, Christmas Eve shall commence on December 24th at 7:30 a.m. and Christmas Day shall end December 26th at 7:30 a.m.; New Year's Eve shall commence on December 31st at 7:30 a.m. and New Year's Day shall end January 2nd at 7:30 a.m.

4. Accrued vacation time shall continue to be calculated according to Section 1. Effective upon the signing of this Agreement, Union members may, subject to Section 5 hereof, be granted single tour vacations upon two (2) hours' notice to the shift commander. Vacation hours shall be used as either ten (10) hour days or fourteen (14) hour nights. "Short Hours" shall be defined as less than ten (10) hours of the entire vacation allotment of the employee remaining after all other vacation time has been exhausted. Short hour vacation time may only be used if the shift commander is successful in hiring to fill an overtime slot of short hours if hiring is necessary. Deputies shall maintain a separate list of "short hour" overtime. Employees using "short hour" vacation may not bump a previously requested regular vacation shift (10 or 14 hour). This section shall be computed in accordance with Section 5. If a Union member with 192 or more hours of vacation entitlement chooses to use their vacation time as single shifts, four vacation shifts in that calendar year must be used Monday through Friday.
5. Tours off for vacation and/or personal days shall be so arranged that no more than thirteen (13) regularly scheduled fire suppression employees may be off at any one time in accordance with the following:
 - A. At the Central Fire Station, four (4) privates and one (1) officer may be off at any time provided that the two ambulances are staffed with trained EMT's.
 - B. Subject to approval by the Chief, the Deputy Chief and the Lieutenant assigned to the Central Fire Station may be on vacation at the same time.
 - C. At the East and West Stations, two (2) privates and one (1) officer may be off at any time, provided that the West end has at least one trained public safety boat pilot.
 - D. At the North Station, three (3) privates and one (1) officer may be off at any time, provided that the ladder is housed at the North Station and staffed by two ladder trained personnel. The Deputies shall ensure that ladder trained personnel are hired and staff the ladder truck.
 - E. If the officer at the North Station is not out on vacation or personal time, a fourth private may be allowed vacation time provided that there are two ladder trained personnel remaining on duty. The Deputies shall ensure that ladder trained personnel are hired and staff the ladder truck.
 - F. To minimize ladder-staffing problems, the department will provide sufficient ladder training for all personnel stationed at the North Station.
6. Notwithstanding the provisions of this Article, should an employee be carried in an injured on duty (Chapter 41, Section 111F) status, and, as a result of this status, the employee is unable to use their vacation time, then such employee shall not be entitled to carryforward to any succeeding year any remaining vacation time, nor shall the individual be entitled to a vacation buy-back of the same, but rather, such vacation time shall be lost.

This section shall apply to individuals placed on Chapter 41, Section 111F leave, subsequent to the date of execution of this contract.

7. With the exception of the above, all other past practices and procedures and policies of the Fire Chief shall remain in effect and full force.

ARTICLE XVIII MILITARY LEAVE

Military leave which is required for the employees covered under this Agreement shall be in accordance with the General Laws of the Commonwealth of Massachusetts and City Ordinance.

ARTICLE XIX RIGHTS AND PRIVILEGES

Any privileges presently existing under the City Ordinances of the City of Methuen and not specifically referred to in this Agreement will continue by mutual agreement for the duration of this Agreement.

ARTICLE XX GRIEVANCE PROCEDURE

1. Any dispute, grievance, or difference which may arise between the parties during the term of this Agreement involving 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 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 to be followed is:
 - A. The Union, through its grievance committee, shall submit such grievance, in writing, to the Chief of the Fire Department of the City of Methuen within sixty (60) days of the date of the events giving rise to the grievance. The written grievance shall set forth the nature of the grievance. Within three (3) days after the said Chief received such grievance, the Chief shall arrange to and shall meet with the representatives of the Union for the purposes of adjusting or resolving such grievance. The Chief will issue a written response to the grievance within seven (7) working days of the meeting, such response to include a detailed, comprehensive statement of reasons for the Chief's disposition of the grievance.
 - B. If the grievance is not resolved to the satisfaction of the Union by the Chief within five (5) days after such meeting, the Union may submit such grievance, in writing, within seven (7) days thereafter to the Director of Human Resources. Within fourteen (14) days after the DHR receives such grievance and it is not resolved, they shall send notice to the Mayor and arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Union may then schedule a meeting with the Mayor within five business days (5) to discuss resolution.

- C. If such grievance is not resolved to the satisfaction of the Union by the Mayor within five (5) days after such meeting, the Union may within thirty (30) days thereafter inform the Mayor of the implementation of Sub-Section D of this section.
 - D. In the event that the grievance is not resolved to the satisfaction of the Union by the Mayor, the Union may, within thirty (30) days of an adverse decision or the failure of the Mayor to act, request arbitration of the dispute.
- 3. The arbitration shall be conducted by the American Arbitration Association under its then existing rules of procedure or Massachusetts Board of Conciliation.
 - 4. Notwithstanding any contrary provision of this Agreement, the following shall not be subject to the grievance/arbitration provisions of this Agreement:
 - (a) Any matter which is subject to the jurisdiction of the Civil Service Commission, unless an election of remedies is made pursuant to Section 8 of Chapter 150E, in accordance with Article VI of this Agreement.
 - 5. The decision of the Arbitrator shall be final and binding upon the parties, except that if such decision involved the expenditure of money by the City which is not available from the current budgets of the departments covered by this Agreement, then such sums of money shall not be payable until an appropriation has been made therefore, or a transfer of funds has been properly authorized.
 - 6. The discipline or discharge of a probationary employee shall not be subject to grievance or arbitration.

ARTICLE XXI NEGOTIABLE ITEMS

It is agreed between the parties that if the terms of this Agreement are to be amended, that the only negotiable items to be considered will be those submitted by each party under the conditions contained in the duration clause of this Agreement.

ARTICLE XXII INDIVIDUAL AGREEMENTS

The Employer and the Fire Chief agree that they will not enter into any individual or collective agreements with any employee covered by this Agreement, which is contrary to the terms of this Agreement.

ARTICLE XXIII PERSONAL LEAVE

Employees will be allowed personal leave to a maximum of forty-eight (48) hours without charge to vacation or other leave credit, which leave shall be tracked in hours, subject to the following conditions:

- A. Employees shall provide the shift commander with two (2) hours' notice for such personal leave.
- B. Personal leave may not be taken:

- a. for the purpose of extending any vacation period; or
- b. for any other holidays not referenced in Article XVII, unless a volunteer replacement can be found.

ARTICLE XXIII-A EMERGENCY DAYS

Employees may apply for and obtain emergency leave, no greater than two (2) days per year, for medical emergencies involving an immediate family member and said employee may utilize, in descending order, the following time: (1) personal leave and (2) vacation leave.

ARTICLE XXIV CLOTHING

1. Following the year of initial appointment, each uniformed employee covered by the Agreement who has occupied a bargaining unit position for the previous six (6) months, shall receive on the first pay day in October of each calendar year a direct payment of Five Hundred Dollars (\$500) as a clothing allowance, and similarly, where said employee has occupied a bargaining unit position for the previous six (6) months, he shall receive, on the first pay day in April of each calendar year, a direct payment of Five Hundred Dollars (\$500) for an annual total of \$1,000.00.
2. Upon appointment, new employees in the bargaining unit will receive a direct payment of Three Hundred Dollars (\$300.00) as an initial clothing allowance.
3. The Employer shall provide each unit employee with, and will replace on an as needed basis, all rubber goods and protective equipment.
4. After serving the probationary period, all unit employees shall maintain a "Class A" dress uniform.

ARTICLE XXV SICK LEAVE

1. Employees may accumulate unused sick leave up to a maximum of two hundred sixty-five (265) days:
2. Unused Sick Leave
 - A. Upon termination of service, an employee will be compensated for their accumulated unused sick leave on the basis of thirty percent (30%) of such accumulated unused sick leave at the pay rate pertaining at the time of such retirement or termination of service. The percent base of thirty percent (30%) and the cap of two hundred sixty-five (265) days shall remain.

The method of calculating the buy-back shall be on the basis of a "day" equaling one quarter (1/4) of the employee's averaged weekly pay. (For computation purposes, the day equals ten and one-half (10 1/2) hours. This methodology shall be equally applicable for sick leave accrual and side leave buy-back.)

- B. In supplement to the provisions herein, any employee who, during the term of this contract would exceed a sick leave cap of two hundred sixty-five (265) days, shall, to the extent that their accrued sick days exceed two hundred sixty-five (265) days, receive for every one (1) day above that limit which they would have accrued an amount equal to One Hundred Dollars (\$100.00); said amount to be paid annually as of June 30th of each fiscal year.
3. Notwithstanding the provisions of this Article, an employee shall not be entitled to accrual of sick leave during any period for which they shall be covered under Chapter 41, Section 111F status.

The provisions of this section shall be applied as follows:

- A. For every thirty (30) consecutive days on injured line of duty status, the employee shall not accrue one (1) sick day.
- B. In addition, for every four (4) consecutive months on injured line of duty status, the employee shall not accrue one of their end-of-year sick days.
- C. Any period less than thirty (30) days shall, however, not result in the loss of sick day accrual. (e.g., fifteen (15) days on I.L.D. - no loss of sick day accrual; thirty (30) days on I.L.D. - one (1) sick leave accrual day lost; forty-five (45) days on I.L.D. - one (1) sick leave accrual day lost; sixty (60) days on I.L.D. - two (2) sick leave accrual days lost; etc. Examples based upon consecutive days.)
- D. Provided, however, that, should the employee subsequently retire under the accidental disability retirement law as a result of the injury occasioning such injured line of duty status, then, for the purposes of sick leave buy-back only, the employee shall be credited with such accrual.
4. Sick Leave Bank

In July of each fiscal year, each employee in the bargaining unit shall contribute one (1) sick leave day from their personal accumulation into a sick leave bank. However, where the bank accumulation has a level of two hundred forty (240) days as of June 30th in any fiscal year, no contribution shall be required in that next following month of July.

Employees who have exhausted all of their personal sick leave accumulation may apply to the Sick Leave Bank Committee for a grant of bank days.

The committee shall consist of one (1) representative designated by the Union, the Fire Chief, and a Fire Department Chaplain, and, in making its decision whether or not to grant bank days, shall take into consideration the employee's length of service, attendance record, prior use of sick leave, and such other factors it deems relevant.

The decision of the Sick Leave Bank Committee shall be final and binding and not subject to grievance and arbitration under this Agreement.

5. Up to twenty-four (24) hours in minimum four (4) hour increments of accrued sick leave to be deducted from such sick leave each year may be used for illness in the employee's immediate family and/or household. The Chief or designee reserves the right to require reasonable documentation of said family illness. Family illness days taken under this provision shall count as sick leave days and shall be deducted from the sick leave accumulation and usage for the buy-back provisions under Article XXV, Section 2, sub-paragraphs A and B.

**ARTICLE XXVI
ACADEMIC CREDITS**

1. Employees will be compensated on an annual basis for accumulated credit hours in fire science courses on the basis of 1/10th of 1% per credit hour completed at an accredited institution, up to an Associate's Degree.
2. Upon attaining an Associate's Degree in Fire Science from an accredited institution, an employee shall receive an annual lump sum payment equal to 7.5% of their base salary.
3. Payment under this Article shall be made in October of each fiscal year, separate and apart from base pay and not included therein for any purposes.
4. Upon termination of service, an employee will be compensated for such academic credits on a pro-rated basis.

**ARTICLE XXVII
HOLIDAYS**

Employees shall receive holiday pay for the following holidays, computed on the basis of one-fourth (1/4) of their regular weekly wage:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans' Day
Firefighter's Memorial Day	Thanksgiving Day
Memorial Day	Christmas Day
Firefighter's Sunday	Juneteenth

Employees who work during the twenty-four (24) hour period commencing at 5:30 p.m. (1730 hours) on December 24th and ending at 5:30 p.m. (1730 hours) on December 25th, and/or the twenty-four hour period commencing at 1730 hours on December 31st and ending at 1730 hours on January 1st, shall be paid an extra one-half time for the hours worked, in addition to the holiday pay provided above.

Additionally, employees who work 7:30 a.m. (0730 hours-up to 7:30 a.m. (0730 hours) the succeeding day for each Holiday listed above, shall be entitled to said extra one-half time.

**ARTICLE XXVIII
BEREAVEMENT LEAVE**

Employees shall be granted leave without loss of pay in the event of a death in the immediate family, such leave shall be two (2) tours (48 hours), commencing with the day after death. For the purpose of this Article, the term "immediate family" shall mean and include the following: mother, father, sister, brother, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and stepchildren.

In addition to the above, employees shall be allowed one (1) tour (24 hours) off to attend the funeral of an aunt, uncle, grandparent-in-law, niece or nephew, and the aforementioned relations, as they are step-relations.

An additional one (1) tour (24 hours), up to a maximum of two (2) (48 hours) tours, may be allowed at the discretion of the Chief where additional time is needed for travel purposes.

Employees who are listed in the department records, as on bereavement leave shall not, during that tour or any part thereof, work any overtime, extra paid detail, or work swaps.

ARTICLE XXIX HEALTH INSURANCE

The Employer agrees to pay at least sixty-two percent (62%) of the health insurance premium contribution during the term of this Agreement. While agreeing to maintain the same level of benefits during the term of this Agreement, the Employer reserves the right to obtain health insurance coverage with other than the present carrier.

ARTICLE XXX LONGEVITY

1. Beginning after five (5) years of service, employees covered by this Agreement shall receive an annual longevity benefit based upon the following formula: The annual longevity benefit will be equal to 2/10ths of 1% of the member's base pay, multiplied by the number of years of service.

Effective July 1, 2012, members shall receive .375 of 1% of the member's base pay multiplied by the number of years of service for years twenty-five and beyond.

2. Years of service under this Article shall be based upon an employee's anniversary date of employment as a full-time employee and shall include, for purposes of this article, full-time continuous service as a working reserve. Beginning in the twenty-sixth year of employment, such service, recognized by the Retirement Board as credible shall be included. The longevity amounts specified in Section 1 shall be paid as a lump sum in the payroll week following the anniversary date of employment, with added service time rounded to the nearest month and prorated.

If an employee wishes to apply reserve time or military time to their following and future years longevity payments, they must inform the Fire Chief in writing by March of the prior fiscal year for budgeting purposes (One year's advance notice is preferable).

3. The lump sum payment for longevity shall not be treated as part of base pay for overtime or any other purposes but shall be treated as base pay only for retirement purposes.
4. Effective upon execution of this Agreement, longevity buy-back shall be prorated upon termination of service.

**ARTICLE XXXI
SAFETY COMMITTEE**

There is hereby established a safety committee whose function shall be to advise the City on conditions they feel need to be addressed to improve the working conditions of the Firefighters, so as to reduce the possibility of injury to Fire Department personnel.

Said committee shall be composed of an equal number of Union representatives and representatives of the City, appointed by the Union Executive Committee and the Fire Chief, respectively.

Said committee shall meet at the call of the Chairperson, but in any instance, at least twice each calendar year, at established dates.

Said committee, or its representatives, may make periodic inspections of the Fire Department, its buildings, apparatus, equipment and clothing. Said committee may make written recommendations, upon a majority vote of the full body, for correction of matters, which, in its opinion, affect the health and safety of the Fire Department personnel.

Said committee may further petition to the Mayor for changes in accordance with their written recommendations.

Notwithstanding anything herein contained, it is the intention of the parties that this committee shall be advisory in nature only, and thus the implementation of the committee's recommendations is left to the discretion of the Mayor. The Mayor's decision is final and binding and not subject to arbitration and grievance under this Agreement.

Notwithstanding anything herein contained, this Article shall not be construed as a waiver of employees' rights to bargain over matters of safety.

**ARTICLE XXXII
EXTREME WEATHER**

Employees will not be required to perform the following non-emergency duties when the temperature reaches or exceeds ninety (90) degrees Fahrenheit: grass-cutting, painting, and nonessential washing of vehicles. The Department and the Union recognize that certain training must be conducted during different weather conditions. Whenever possible, training will be limited or postponed during extreme weather conditions.

**ARTICLE XXXIII
MISCELLANEOUS**

1. Any member of the department detailed from one station to another for the purpose of station coverage due to sickness, injury, death, vacation leave, etc. will receive a lump sum payment of Twenty-Five Dollars (\$25.00) per tour provided, however, that the maximum payable hereunder is for fifty (50) tours.
2. Residency Requirement: Employees shall maintain a residence within the geographical boundaries established under Chapter 41, Section 99A, Massachusetts General Laws. (Provided, however, that

the residency clause herein shall not apply to any individual who was a member of Local 1691 before May 4, 1989.)

3. The Parties herein further agree that there are no current side letters between them.
4. Bi-weekly pay and Direct Deposit: The City may, in its discretion, elect to pay employees bi-weekly and by direct deposit.

ARTICLE XXIV DRUG TESTING POLICY

The Drug Testing Policy, as implemented in the July 1, 1986 - June 30, 1988 Local 1691, International Association of Firefighters contract, signed February 3, 1987, remains in full force and effect.

ARTICLE XXXV SAVINGS

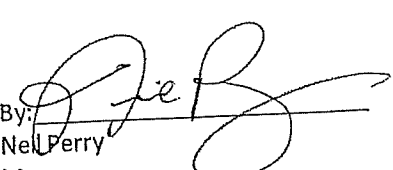
If any of the provisions of this Agreement shall, in any manner, conflict with or contravene any Federal or State law, such provision shall be considered null and void and shall not be binding on the parties hereto. In such event, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XXXVI DURATION

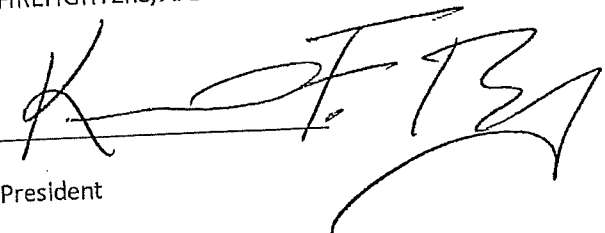
1. Unless otherwise specified, this Agreement shall be effective July 1, 2021 and shall terminate on June 30, 2024.
2. Either party wishing to amend this Agreement shall so notify the other party of its intent by written notice mailed to the Mayor and Union President, respectively, on or after January 1, 2024. Upon receipt of such notice, the parties shall forthwith commence bargaining, and the provisions of this Agreement shall be continued until a new Agreement is executed and implemented.

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.

CITY OF METHUEN

By: 
Neil Perry
Mayor

LOCAL 1691, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

By: 
President



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.



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.