AGREEMENT

BETWEEN THE

CITY OF GLOUCESTER

AND

LOCAL NO. 687 A GROUP

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

COUNCIL NO. 93

EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION Page 4

ARTICLE 2 - NON-DISCRIMINATION CLAUSE Page 4

ARTICLE 3 - PAYROLL DEDUCTION Page 4

ARTICLE 4 - UNION MEMBERSHIP Page 5

ARTICLE 5 - AGENCY FEE Page 5

ARTICLE 6 - HOURS OF WORK AND WORK WEEK Page 5

ARTICLE 7 - OVERTIME/PREMIUM PAY Page 7

ARTICLE 8 - CALL IN PAY Page 8

ARTICLE 9 - PREMIUM PAY FOR NIGHT SHIFT & WEEKENDS Page 8

ARTICLE 10 - HOLIDAYS Page 9

ARTICLE 11 - VACATIONS Page 9

ARTICLE 12 - SICK LEAVE PAY Page 10

ARTICLE 13 - BEREAVEMENT LEAVE Page 12

ARTICLE 14 - WAGES/PROMOTIONS/RECLASS Page 12

ARTICLE 15 - REST PERIOD (COFFEE BREAK) Page 13

ARTICLE 16 - JURY DUTY Page 13

ARTICLE 17 - UNION BUSINESS LEAVE Page 14

ARTICLE 18 - HEALTH AND WELFARE Page 14

ARTICLE 19 - TRAINING PROGRAMS Page 15

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE Page 15

ARTICLE 21 - LONGEVITY Page 16

ARTICLE 22 - NEW POSITIONS AND VACANCIES Page 16

ARTICLE 23 - WORKING OUT OF CLASSIFICATION Page 16

ARTICLE 24 - WORKING FOREMEN/FOREMAN Page 17

ARTICLE 25 - PAST PRACTICE Page 17

ARTICLE 26 - COMMITTEES Page 17

ARTICLE 27 - WORK CLOTHING AND EQUIPMENT Page 17

ARTICLE 28 - PROMULGATION OF RULES & REGULATIONS Page 18

ARTICLE 29 - MISCELLANEOUS PROVISIONS Page 18

ARTICLE 30- DURATION OF AGREEMENT Page 20

ARTICLE 1 – RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, fringe benefits, and other conditions of employment, for all municipal employees represented by said Union as more specifically set forth in Case No. MCR-31 decided by the Commonwealth of Massachusetts State Labor Relations Commission on January 20, 1971. Inclusions are attached

All other positions are excluded. When a new position is created, the parties agree to meet to determine whether it shall be included or not.

ARTICLE 2 – NON-DISCRIMINATION CLAUSE

The City of Gloucester agrees not to discharge or discriminate in any way against employees for union membership or lawful union activities, not inconsistent with State, Municipal or Department law or regulations, or the proper performance of their duties as Municipal Employees. The Union agrees to admit persons to membership, without discrimination on the basis of race, creed, color, national origin or gender, and to represent equally, employees without regard to membership or participation in said union.

ARTICLE 3 – PAYROLL DEDUCTIONS

The City of Gloucester agrees to instruct the City Treasurer to deduct on a biweekly basis as permitted by the General Laws of Massachusetts, from the salary of each employee, as said employees individually and voluntarily authorize the City to deduct, and to transmit the monies to the following organizations for the purpose as stated:

AFSCME-Union dues, agency fees
Credit Union-savings
Insurance (Health and Life)
Retirement
Deferred Compensation
Direct Deposit (mandatory)
Sec. 125

Sec. 125 Benefits:

Effective January 1, 1997, Sec. 125 plan enhancements will be offered.

Dependent care (children or elder relative residing in household)

Unreimbursed medical expenses

Up to $2,500.00 of annual income may receive tax-free treatment for either category (combined with health, dental, disability, and life insurance deductions)

Sample scenario: $2,500 total at 28% tax bracket yields $700.00 annual savings.

Employee cost of participation = no charge

ARTICLE 4 – UNION MEMBERSHIP

Permanent full time employees become eligible for voluntary Union membership one month after employment or upon termination of probationary status. Seasonal employees (May 1 through September 30) are exempt. Temporary, part-time and provisional employees are eligible after six months of continuous employment.

ARTICLE 5 – AGENCY FEE

Inherent in this agreement, and made part of same, is Chapter 1078 of the Acts of 1973, Sections 12 and 17G, and M.G.L. c. 150E. In accordance with chapter 1078 of the Acts of 1973, Sections 12 and 17G, each member of the bargaining unit, as defined in Article 1, shall be required to pay on or after the end of the first six months of full-time continuous employment regardless of whether said bargaining member chooses to become a member of the Union or not, a weekly or biweekly agency service fee, equal to the amount set from time to time by the Union and is proportionately commensurate with the cost of the collective bargaining and contract administration. Said agency service fee shall be a condition of employment. Agency service fee is reduced for part time employees (see attached scale).

Pursuant to this article and M.G.L. c. 150E, section 12, the City agrees to deduct said agency fee from each weekly or biweekly payment of salary and transmit the monies to the Union (See attached wage scales).

The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with the provisions of Article 3 and 5.

ARTICLE 6 – HOURS OF WORK AND WORK WEEK

DPW Hours of Work
Monday - Friday - 7:00AM - 3:00PM

Animal Control Officer & Shellfish Constable
Monday - Friday 7:00AM - 4:00PM
(one hour Lunch)

Parking Control Officer
Monday - Friday 8:00AM - 5:00PM
(one hour Lunch)
City Hall Custodian
Day Shift: 7:00AM - 3:00PM

Night Shift: Monday - Thursday 3:00PM - 11:00PM (20 min. meal break)

Wednesday 8:30AM - 12:30 (Veterans Center)
Friday 8:00AM - 12:00PM (DPW)

Police Station Custodian
6:00 AM - 2:00 PM

Library Custodian
Shift #1: Tuesday - Friday 7:00AM - 12:00PM (Lunch) 1:00PM - 4:00PM
Saturday - 8:00AM - 12:00PM (Lunch) 1:00PM - 5:00PM

Shift #2: Monday - 7:00AM - 10:00AM -- 4:00PM - 9:00PM
Tuesday - Thursday 12:00PM - 4:00PM (Supper) 5:00PM 0 9:00PM
Friday - 8:00AM - 1:00PM (Lunch) 2:00PM - 5:00PM

Custodians at all Elementary Schools
7:00AM - 4:00PM
with one fifteen minute break and a one hour unpaid lunch

Custodians at Fuller School
6:00 AM - 10:00AM and 6:00 PM - 10:00 PM
with two fifteen minute breaks

Custodians at O'Maley School
Senior Custodian 6:00 AM - 2:00 PM
Junior Custodian 9:00 AM - 5:00 PM
Junior Custodian 10:00 AM - 6:00 PM
Junior Custodian 1:00 PM - 9:00PM
With one fifteen minute break and one twenty minute working lunch/meal break

Custodians at Gloucester High School
Senior Custodian 5:00 AM - 1:00PM
Junior Custodian 10:00AM - 6:00 PM
Junior Custodian 2:00 AM - 10:00 PM
Junior Custodian 4:00PM - 12:00 AM
Junior Custodian 11:00PM - 7:00AM
With one fifteen minute break and one twenty minute working lunch/meal break

Maintenance Personnel
7:00AM - 3:00PM
With one fifteen minute break and a twenty minute working lunch

If the Department Head has waived the above meal period for specified employees, those employees shall be entitled to a fifteen minute coffee break (AM) and a 15-20 minute working lunch.

The Division of Public Services assumes the ability to utilize five employees as required on a "flexible" hours work week for all beach cleanup and other related activities. Two additional employees will also be assigned to Public Services "Flexible" schedule as required and will be done on a "bidding/seniority" basis.

ARTICLE 7 – OVERTIME/PREMIUM PAY

A. Time and one-half shall be paid for work performed on Saturdays and double time plus holiday pay shall be paid for work performed on holidays. Double time shall apply to employees whose scheduled work week is Monday through Friday. Employees whose normal work week is not from Monday through Friday shall be paid time and one-half on the sixth day of their work week and double time on the seventh day of their work week. For full-time employees, time and one-half shall be paid or compensatory time at time and one-half shall be made available for all hours worked over an employee's regularly scheduled shift.

B. When using vacation, sick, personal, bereavement, or comp time, employees are eligible for overtime at 12 a.m. (midnight). In the case of emergencies, employees may be called in for overtime, only after all personnel on duty have been contacted, including all personnel on supplemental lists. Personnel on vacation for an entire week are not eligible for any emergency overtime until returning back to work, unless all lists have been exhausted.

C. In the event of an emergency call, 2 employees will be called out at all times unless otherwise directed by a Supervisor.

D. If an employee refuses three (3) consecutive calls for overtime on the snow and ice removal list the employee's name shall be removed until the list expires for the season.

OVERTIME LIST

1. A standing overtime list for each department division shall be maintained and posted for scheduled and call-in overtime. It shall be based on seniority by classification. All overtime shall be distributed evenly and fairly on a rotating basis. Permanent employees shall be given preference over temporary and seasonal employees. If an employee is contacted and refuses overtime offered to him, he shall be considered to have worked such overtime for the purpose of this article. If an employee is unable to be contacted, as documented on the call list, then this employee shall be considered to have worked such overtime for the purpose of this article. In the event the Governor of the State of MA or the Mayor of the City of Gloucester declares an emergency, all essential personnel in the Union shall be required to report to duty when called by the DPW Director or his designee. Part time employees are eligible for overtime after working 40 hours.

2. If an employee makes a commitment to work scheduled overtime, that employee is obligated to work said overtime. Should the employer cancel the scheduled overtime without twenty-four hours (24) notice, said employee shall be paid as if they had worked the scheduled overtime.

3. The number of hours worked under any overtime situation becomes the "Luck-of-the-Draw."

4. Effective November 15, 2005, a Joint Labor Management Committee shall meet to develop a written policy addressing overtime distribution, both on-call and scheduled divisional overtime, to ensure an efficient and safe emergency response through sufficient manpower for the duration of the emergency. The policy shall also address the provision of meals and rest periods during emergencies. In the event an impasse is reached as of March 1, 2006, or sooner, the parties agree to refer the issue(s) to an outside mediator for resolution. The Joint Labor Management Committee shall consist of four (4) Union representatives, one from each of the following divisions: Highway, Water, Sewer, and Public Property, and four (4) management representatives appointed by the Mayor.

ARTICLE 8 – CALL-IN-PAY

When an employee is called back to work between the hours of 3:00 p.m. and midnight, he is to be guaranteed a minimum of four (4) hours' pay at time and one-half. If an employee is called in to work between midnight and 7:00 a.m., he is to be guaranteed a minimum of pay at the time and one-half rate as follows:

12:00 Mid to 3: a.m. - 5 hours
3:00 a.m. to 4:00 a.m. - 4.5 hours
4:00 a.m. to 5:00 a.m. - 4 hours
5:00 a.m. to 6:00 a.m. - 3 hours
6:00 a.m. to 7:00 a.m. - 2 hours

Upon receipt of the call, the employees shall report to the designated location and, for payroll purposes, the employee shall be considered to be on duty.

Employees called into work on Saturday, Sunday and holidays, and/or a sixth or seventh work day, shall be guaranteed four (4) hours pay at the premium rate provided for in Article 7.

ARTICLE 9 – PREMIUM PAY FOR NIGHT SHIFTS & WEEKENDS

A. Employees working night shifts (herein defined as those shifts extending until 10:00 p.m. or later) shall receive 8% per hour differential.

B. Premium pay for weekend shifts $.75 per hour.

C. The City may establish second and third shifts to perform work for which there is regularly scheduled employment for 24 hours a day and/or seven days a week.

D. In the event a shift is established under this clause, the following provisions shall apply:

> **Each employee reporting for work after 4:00PM shall receive one 1/2 hour paid meal period and one 15-minute coffee break period.**
>
> **An employee presently working a day shift shall not be compelled to work another shift.**
>
> **The work week for such shift shall be 5 consecutive 8-hour shifts.**

Employees working such shift shall receive overtime pay or receive compensatory time at time and one-half for time worked in excess of their regularly scheduled shift.

ARTICLE 10 – HOLIDAYS

The City recognizes the following to be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Patriot's Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas and all other legal holidays declared by the City or the Commonwealth. Holiday pay will be granted. If the holiday falls on a Saturday, employees shall be given the preceding Friday off together with holiday pay. If the holiday falls on a Sunday, a day off will be granted with pay on the following Monday. A compensatory day for such holidays as occur during an allotted vacation shall be granted. Time off on Good Friday afternoon and other religious holidays will be granted to employees within the discretion of the Mayor. Compensatory time shall be given in lieu of time worked when other employees in the department are granted said Good Friday and other religious holidays. Part time employees shall receive holiday pay for holidays which occur during their ordinary work week schedule.

Double time (2x) in addition to holiday pay shall be paid for all hours worked on any of the above holidays except as noted above or in Article 7.

ARTICLE 11 – VACATIONS

A. Vacation time will be granted at the convenience of the City for employees who work 20 hours or more per week. Where two or more contemporaneous requests conflict, seniority is to prevail. Vacation time must be requested at least 48 hours in advance. Effective January 1, 2017, employees will not be paid for vacation leave which results in a negative balance of accrued vacation leave.

Years of Service	Days of Vacation
1-5 years	10 days
6-10 years	15 days
11-15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20-24 years	25 days
25 years	30 days

Employees shall be allowed to accumulate and carry forward from one year to the next their annual vacation entitlement as of the anniversary date of employment. Said accumulated vacation time shall be taken as provided in Clause A above.

B. Vacation pay shall be based upon the pay rate of the highest rated job classification held by an employee for a cumulative period of thirty (30) days during the immediately preceding twelve (12) month period.

C. A monthly accrual system for vacation and sick leave benefits is scheduled to take effect January 1, 1996. A side letter of agreement shall address the methodology used during the transition period for benefit accrual.

The amount of vacation earned in the year may be used as it is accrued, provided that approval of the supervisor is obtained.

Vacation buyback upon termination shall be based solely on the amount of vacation accrued (minus any vacation used during the year).

Employees Hired after July 1, 1995

New employees shall accrue both sick and vacation benefits on a monthly basis according to date of hire. Upon the approval of the supervisor, any accrued vacation benefits may be used at any time.

D. Employees assigned to Schools will only be permitted to take 5 vacation days per year from their allotted total during the following weeks. The first week of School, the weeks preceding the weeks of major vacation in the School calendar, and the final week of School preceding the summer vacation period.

E. School Department employees who have more than 12 years of service as of the date this contract is signed (Edward Berkman, John Silva, Richard Kelley) will earn vacation as follows:

Length of Service	Vacation
After One Year	Two Weeks
After Five Years	Three Weeks
After Ten Years	Four Weeks
After 12 Years	Add one day
After 14 Years	Add one day
After 16 Years	Add one day
After 18 Years	Add one day
After 20 Years	Five Weeks

F. Effective January 1, 2011 all bargaining unit members will accrue vacation time on a biweekly basis.

ARTICLE 12 – SICK LEAVE PAY

A. Effective 7/1/12, all bargaining unit employees hired prior to October 30, 2005 shall accrue sick leave at the rate of 1.5 days per month, or eighteen (18) days per year, and shall be permitted a total accumulation of one hundred and eighty (180) days of sick leave. Employees who have over 180 days of accrued sick leave as of 7/1/2012 shall be paid $65.00 per day on the 2nd payroll in July, 2012. Employees hired after October 1, 2005 shall accrue sick leave at the rate of one quarter (1.25) days per month after the first 30 days of employment, or fifteen (15) days per year up to a maximum of 180 days. Part time employees will earn a prorated number of sick days based on the number of days worked per week. An employee who calls in sick must

do so within two (2) hours after the start of his/her regular shift, however, calls in the DPW shall be made through voice mail prior to 7:00 AM each day. Failure to do so will result in loss of sick leave pay. The City reserves the right to investigate sick leave calls for the purpose of verification. Sick leave may be used in hourly increments. This benefit will be part of a trial and the Director of the DPW may stop the trial if he suspects abuse.

B. Effective 7/1/2012, sick leave buyback is $75.00 per day upon retirement or layoff. Each employee has one year from effective date of retirement or layoff to exercise the sick leave buyback option.

C. Whenever an employee retires from municipal service under the provisions of "The Contributory Retirement System" or the noncontributory retirement system, or upon his or her death, without his or her accumulated sick leave, he or she, or in the case of his or her death, his or her estate, shall be entitled to this payment.

Effective July 1, 2010, each bargaining unit employee shall be allowed five (5) days personal leave per year, to be taken from accrued sick leave. The purpose of personal leave is to allow an employee to conduct necessary personal business that would not be possible to conduct during the usual work day. Personal leave shall not be used to extend vacation periods. An employee may request permission from his/her supervisor for a personal day upon the provision of a minimum of 24 hours advanced notice, unless a valid emergency situation prevents the provision of such notice.

D. Effective 7/1/2012, each employee shall be entitled to annual buyback of accrued sick leave in excess of 180 days. Employees shall be entitled to an annual payment of an amount equal to $75.00 times the number of excess sick days accrued. Employees wishing to take advantage of this benefit shall notify the department head, who in turn shall notify the Personnel Office.

E. Sick leave, vacation, and longevity shall not accrue during any period of unpaid leave which exceeds 15 days annually.

F. Sick leave, vacation, and longevity shall not accrue during any period of worker's compensation exceeding ninety (90) days during any twelve (12) month period.
G. Effective January 1, 1996, all sick leave benefits will accrue monthly. Any practice of advanced booking of sick leave benefits shall be discontinued.

H. Effective January 1, 2011 all bargaining unit employees will accrue sick time on a biweekly basis.

I. Effective 1/1/2013 any employee that uses no sick leave (not Personal time) in calendar year 2012 shall be paid on the 2nd payroll in January the sum of $300. Any employee using 1 - 2 sick days shall be paid $200. Any employee using 3 sick days shall be paid $100.

J. Effective January 1, 2017, employees will not be paid for any sick leave which results in a negative balance of accrued sick leave.

ARTICLE 13 – BEREAVEMENT LEAVE

Five (5) days of funeral leave shall be given to those employees who attend funeral services for mother, stepmother, father, stepfather, spouse, children, stepchildren, or domestic partner. Three (3) days bereavement leave shall be granted for those employees who attend funeral services for their brother, sister, mother-in-law, sister-in-law (the sister of the employee's spouse or the wife of the employee's brother), brother-in-law (the brother of the employee's spouse or the husband of the employee's sister), father-in-law, grandparents, grandparents of spouse, grandchildren and for a relative permanently residing in the employee's household. One day shall be granted for a relative not specified above, providing the employee can attend the funeral. In the event an employee, by reason of special circumstances, should require additional bereavement leave, he/she may request the same of his/her immediate superior or the DPW Director (as the case may be).

ARTICLE 14 – WAGES/PROMOTIONS/RECLASS

A. WAGE HISTORY

July 1, 2004	**0%**
July 1, 2005	**1.75%**
January 1, 2006	**1.75%**
July 1, 2006	**2%**
January 1, 2007	**2%**
July 1, 2007	**0%**
July 1, 2008	**0%**
July 1, 2009	**0%**
July 1, 2010	**See attached wage scale adding 4 new steps @ 1.5%.**
July 1, 2011	**2%**
July 1, 2012	**2%**
July 1, 2013	**2%**
July 1, 2014	**2%**
July 1, 2015	**2%**
July 1, 2016	**2%**

***If any other union receives more than 2% in a wage increase for a contract beginning 2013, this will be reopened.**

B. Step increase shall be governed by the attached wage schedule. An employee shall move from step to step annually on the employee's anniversary date.

C. Department heads shall have the authority to recruit new employees at a step higher than step 1, with the approval of the Mayor's office. The negotiating committee shall be informed of all intended hiring at a recruitment rate, and shall have the prerogative to meet with the Mayor's office through the Union representative if the Union committee deems it necessary.

D. Promotions – Effective July 1, 1995, the date of an employee's promotion/reclassification shall become an employee's new anniversary date for future step movement, provided that the results of the promotion/reclassification shall bring about a pay increase at least equal to one step movement on the salary schedule. Employees promoted to the next successive grade shall be placed at the same step as the one previously held. If a promotion results in a higher grade than the next successive one, then placement within that grade shall be reviewed on an individual basis.

E. No permanent or provisional employee shall be paid less than any temporary or part-time employee performing comparable work.

F. Appendix A shall reflect the wages for employees in the bargaining unit.

G. Upgrade Requests - Requests for bargaining unit upgrades received by the Union prior to January 1 annually will be forwarded to the Personnel Director for review and potential reclassification as of July 1 the following year. A standard position evaluation form, as approved by the Union, shall be applied uniformly to all job descriptions under review.

H. The parties recognize that the current payroll cycle results in the end of the pay period being effectively the same day as the pay date. This can result in inaccurate information reflected on the City's payroll records and the pay stub as to the allocation of pay types (regular time, vacation time, sick time, personal time, etc.) that can make up the earnings for the period. The parties agree that at a mutually acceptable pay date during fiscal 2017, the payroll period end date will be adjusted to the Friday immediately preceding that pay date. This will not result in any loss of pay for any member employee as compared to what the member employee would have been paid without this cycle adjustment. The cycle adjustment will result in up to an additional week of pay when the member terminates employment with the City.

ARTICLE 15 – REST PERIOD (COFFEE BREAK)

A. Each employee who works the 7:00 am - 3:00 pm schedule shall be allowed a 15-minute "coffee break" in the morning at the convenience of the City, between the hours of 9:00 a.m. and 10:00 a.m. Employees who work an alternate schedule should take their break at a time that is convenient to the circumstances and approved by their supervisor. Said morning coffee breaks are to be taken at the coffee shop closest to the work site and within the 15 minute time frame. A working meal break (twenty minutes) will be provided for full time employees, there shall be no afternoon break.

B. In regards to employees of the Department of Public Works: City vehicles will not be used to transport employees to coffee breaks, unless the vehicles are in transit to a job assignment.

ARTICLE 16 – JURY DUTY

Employees shall be permitted to serve on jury duty with no loss of pay.

The employee shall reimburse the City for jury duty pay received exclusive of travel and expense allowances.

ARTICLE 17 – UNION BUSINESS LEAVE

The members of the negotiations team (not more than six (6) members) and grievances committee (not more than three (3) members), 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 and in settling grievances.

The Union Steward and one other elected union official may be granted leave for grievance investigation, provided that prior approval from each employee's supervisor, including the scheduling of such leave, has been obtained in advance.

One elected delegate shall be allowed 1.5 days to attend Union meetings of the state parent body.

Three man days per year shall be allowed for attendance at Union meetings of the state parent body.

Such days shall not be carried forward, shall be taken in full one day increments, shall not be subject to buy-back and shall not be prorated. The Union shall provide a list of all its officers and committee members to the Mayor.

ARTICLE 18 – HEALTH AND WELFARE

A. As provided under the provisions of General Laws Chapter 32, Section B, the City shall provide and pay 75% of the premiums for (as hereinafter set forth) insurance on each employee who works over 20 hours per week, as follows:

1. A. $ 5,000.00 Death Benefit;
B. $ 5,000.00 Accidental Death Benefit;
C. $ 2,000.00 Death Benefit During Retirement (Retiree Death Benefit).

The City shall and the employee shall pay the percentages negotiated by the Public Employee's Committee for selected coverage, except for Workers' Compensation. Employees have the option to continue to participate in the City's Health Insurance program until an employee becomes eligible for Medicare coverage.

The Union acknowledges that it is represented on the Employee's Committee, established under the provisions of MGL Chapter 32B Section 19 which Committee is responsible for negotiating Health Insurance with the City.

Employee contributions to insurance coverage shall be deducted from each employee's check.

C. Employee contributions to insurance shall be deducted biweekly.

ARTICLE 19 - TRAINING PROGRAMS

Employees shall be allowed and are encouraged to participate in off duty training and education programs, at the expense of the City, which will allow them to be eligible for promotion to a higher classification or to obtain a "certified" or "Licensed" status. Employees taking courses that are job related shall be reimbursed for expenses upon successful completion of such courses as certified by the institution offering the course. Employees shall be allowed to participate in on duty seminars and symposium programs, at the expense of the City, which will allow them to increase their knowledge in their present classification. Participation at City expense shall have prior approval of the Mayor. The City agrees to appropriate $2500.00 annually for the above provisions. Reimbursable expenses include: tuition, books and class material. If the symposium of seminar is on (pursuant to section 2) City time, the City agrees to provide a City vehicle for transportation. Failing to provide a vehicle, the City agrees to reimburse an employee for mileage incurred at the appropriate City rate of reimbursement. The City agrees to pay for meals only if they are included in the registration fee of the symposium or event.

The City of Gloucester supports increased training opportunities in the DPW for professional certification and career advancement. For example, preparation courses for water distribution certification will continue to be offered In-house. All training opportunities will be posted on a central bulletin board at the DPW.

The City of Gloucester will provide the opportunity for two (2) bargaining unit members to attend training courses for CDL, hoisting and water distribution licenses (2 for each license).

ARTICLE 20 – GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. The Union steward and/or the representative shall submit the grievances or disputes in writing to the employee's immediate supervisor within ten (10) working days of the date of the grievance or his knowledge of its occurrence. In the Public Works Department, the "immediate supervisor" shall be that person designated by the Public Works Director. The supervisor shall attempt to adjust the matter and shall respond to the steward, in writing, within ten (10) working days.

Step 2. If the grievance has not been settled, it shall be presented to the department head, in writing, within ten (10) working days after the response of the supervisor is received. The Department Head shall respond in writing within ten (10) working days.

Step 3. If the grievance has not been settled, it shall be presented to the Mayor, in writing, within ten (10) working days after the response of the immediate supervisor or Public Works Director is received. The Mayor shall respond, in writing, within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may within thirty (30) working days after the reply of the Mayor is due, by written notice to the other, submit the grievance to the

American Arbitration Association for final binding arbitration pursuant to the rules and regulations of said Association. The parties shall equally share the cost of the arbitration.

ARTICLE 21 – LONGEVITY

An employee (who works 20 hours per week or more) shall earn longevity as follows:

Years of Service	Benefit as of 7/1/13
5 years	$500
10 years	$1,000
15 years	$1,250
20 years	$1,500
25 years	$1,800

Longevity shall not appear in the base pay of the employee but shall be payable in the last payroll period in November to all employees who will have reached their required service by December 1st of each year.

Effective July 1, 1999, employees leaving employment prior to December 1 each year shall receive a pro-rata share of the longevity payment due as of the date of termination.

As of July 1, 1995, the operating principle for determining the date for longevity accrual shall be an employee's original hire date with the City, provided that there shall be no break in service. Bargaining unit employees who experienced lay off(s) prior to the date of contract ratification shall be "grandfathered in" regarding past breaks in service.

ARTICLE 22 – NEW POSITIONS AND VACANCIES

1. The City shall provide the Union with notice of all new positions and vacancies and the City shall post such notices for 5 days to allow "permanent" employees to apply. The names of employees selected for civil service jobs shall be posted according to civil service law.

2. The Union shall provide a list of its officers to the Mayor.

3. The parties agree that the following will be posted with all job openings: List position whether permanent or provisional, wages, hours of work, work location, minimum qualifications, job description or where to get it, and to whom to apply.

ARTICLE 23 - WORKING OUT OF CLASSIFICATION

1. If a bargaining unit employee is temporarily transferred by his or her immediate supervisor (management level) in writing to a higher rated job classification, he or she is to receive the next higher step rate of that job classification for all time spent therein.

2. If bargaining unit employee is temporarily transferred to a lower rated job classification, he/she is to continue to receive the applicable rate of his/her permanent job classification.

3. (A) It is understood that Article 24 gives the City the unmitigated right to temporarily transfer a bargaining unit employee in writing per that article.
   (B) No bargaining unit employee will assume a higher or lower rated job classification unless directed to do so in writing.

ARTICLE 24 – WORKING FOREMEN

Whenever bargaining unit employees are assigned work requiring supervision and no working foreman is assigned to this work, there shall be either a craftsman or working foreman assigned to such work. The assignment of a working foreman shall be at the discretion of management.

ARTICLE 25 – PAST PRACTICE

Any conditions, rights or privileges that are now being enjoyed by City employees, and are not specifically spelled out in this agreement shall remain in full force.

Hot soup and sandwiches shall be made available at six (6) hour increments around the clock during snow and other emergencies.

The cashing of payroll checks during working hours shall not be considered a right or privilege of an employee.

ARTICLE 26 – COMMITTEES

A. WORKPLACE HEALTH & SAFETY ADVISORY COMMITTEE

In Fiscal Year 2017, the City shall create and maintain a Workplace Health & Safety Advisory Committee to inclue a minimum of one representative from AFSCME Unit A. The Committee shall recommend to the City Administration policies, training, and any equipment modification for funding.

B. JOINT-LABOR MANAGEMENT COMMITTEE:

There shall be established a committee designed to meet when needed to recommend methods and tools which could improve productivity and expedite harmonious resolutions of problems of mutual concern. The committee shall be comprised of four persons: two chosen by the union and two chosen by the Mayor.

ARTICLE 27 – WORK CLOTHING AND EQUIPMENT

1. The City shall furnish protective work clothing (rubber boots, gloves, rain gear, coveralls) necessary for the performance of assigned duties.

2. The City shall furnish protective work equipment, hard hat, ear protection, goggles, etc., necessary for the performance of assigned duties.

3. Employees shall sign for all items of protective clothing and equipment at the time of issuance and shall be responsible for maintaining and safeguarding all items of protective clothing and equipment, once issued. Unserviceable items shall be turned in, on a one-for-one basis, prior to issuance of a replacement item. All items of protective gear issued shall be turned in upon termination of employment.

4. Once issued, unserviceable items shall be turned in and replaced on a one-for-one basis.

5. All full time members of the bargaining unit employed for one full year as of March 1 shall qualify for an annual payment of $350 as a clothing allowance, Payment shall be made in the first pay period following March 1 each year. Part time employees or those employed less than one full year shall qualify for a pro-rata share of this benefit. In addition, $100 per employee per year (prorated for part time or employees employed for less than one full year) shall be allotted to a vendor, to be determined at a later date, for maroon colored tee-shirts and sweatshirts to be worn by all DPW staff. Employees are encouraged to wear these at all times, but failure to comply will not result in disciplinary action.

ARTICLE 28 - PROMULGATION OF RULES AND REGULATIONS

This agreement has not been designed to violate any federal, state or county laws nor shall anything in this agreement be interpreted as diminishing the rights of the employee to determine and prescribe the methods and means by which its operation of the departments involved shall be conducted, except as otherwise may be specifically spelled out in this agreement.

ARTICLE 29 – MISCELLANEOUS PROVISIONS

A. Bulletin Boards: The City will permit the use of bulletin boards for the Union for the posting of notices concerning union business and activities.

B. Use of City Facilities: The Union will be allowed to use City facilities upon the approval of the Mayor.

C. Civil Service: -The employer and the Union shall recognize and adhere to all civil service and state labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

Having thus jointly reaffirmed the superior and preemptive jurisdiction of the Civil Service statute, Procedures, Regulation as applied, and decided, interpreted and enforced by the Civil Service Commission, the parties to this Agreement, do hereby also express their joint intention and agreement that such matters which are normally within the jurisdiction of, and have been traditionally reserved, in whole or in part, for final and binding determination, appeal and/or resolution by said Civil Service Commission shall be and hereby are specifically excepted from the provision of Article 20 hereof.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by chapter 31 MGL relative to the above matters shall have recourse to the Grievance Procedure contained herein.

D. The City shall pay the cost (by way of refund) of all licenses required by the City of an employee for the performance of his job, except class 3 drivers license.

E. POLICIES:

The Union accepts the following City policies per side letter of agreement as of June 10, 1995:

Absence Control
Alcohol and Drug Use
Family and Medical Leave Act
Maternity Leave

F. Custodian Classification - Effective as of 7/1/99, all present custodians shall be "grandfathered" in to the job classification of Sr. Building Custodian Grade 6. A new job classification of Jr. Building Custodian Grade 5 shall be established. 2 Senior Custodian positions shall remain, one at GHS and one at O'Maley School. These positions act as Working Foreman and supervise a crew of Junior Custodians.

G. CONTRACTING CLAUSE:

Prior to undertaking any procurement activities that might "contract-out" City work <u>and</u> result in the loss of bargaining unit positions, the City shall provide the Union the opportunity to present a bid whereby it would fully perform the scope of services that would be the subject of that procurement.

H. PERFORMANCE APPRAISAL PROGRAM

Effective July 1, 2001:

1. The attached performance appraisal form shall be completed annually during the month of March for those AFSCME-A employees who have completed the 6-month probationary period by March 31.
2. A follow-up meeting shall be scheduled to explain any performance deficiencies to any employee who earns less than 28 points on the review. Such employee shall be automatically reviewed again in 90 days.
3. The review shall be completed by the employee's immediate supervisor, who shall not be a member of the bargaining unit. The City of Gloucester shall ensure that all supervisors who will perform a performance review of an AFSCME-A employee first undergo a training program. Each supervisor shall have a discussion with the employee related to performance prior to completing the performance appraisal form.
4. The performance appraisal for shall not be used to withhold wage increases, step increases or as a disciplinary tool.

5. Justification for all marks given shall be provided.

I. The City and Union agree to establish a committee consisting of four members to study the current compensation and license scale and recommend improvements. The Committee shall consist of two members from management and two members from the bargaining unit. The recommendations of the Committee shall automatically be included as a demand in negotiations for a successor agreement.

ARTICLE 30 – DURATION OF AGREEMENT

This memorandum and underlying contract shall be effective from July 1, 2016 to June 30, 2017. If either party wishes to modify this agreement, they shall notify the other party in writing on or about January 1, 2017.

Executed this 30th **day of** January, 2017

For the City of Gloucester

Sefatia Romeo Theken, Mayor

James Destino, CAO

John Dunn, CFO

Michael Hale, DPW Director

Mark Cole, Assistant DPW Director

Donna Leete, HR Director

For AFSCME Unit A

Joe Biondo, President

Tom Nolan

Chris Rose

William Gilliss

Phillip Curcuru

John Silva

Carol Markland, Business Agent

Maintenance Man
Construction Handyman
Storekeeper
Senior Storekeeper
Working Foreman
Craftsman
Jr. Building Maintenance Craftsman
Sr. Building Maintenance Craftsman
Working Foreman Building Maintenance Craftsman
Jr. Building Custodian
Sr. Building Custodian
Lead Foreman Motor Vehicle Repairman
Motor Equipment Maintenance Man
Parking Meter Repairman
Traffic Maintenance Man
Special Motor Equipment Operator
Heavy Motor Equipment Operator
Sign Painter
Mason
Meter Reader/Water
Water Meter Installer
Senior Meter Reader
Animal Control Officer
Shellfish Constable
Parking Control Officer
Working Foreman/Craftsman
Rink Maintenance
Facilities Maintenance
HVAC Specialist
Electrician
Plumber
Carpenter