

AGREEMENT
BETWEEN THE
CITY OF GLOUCESTER
AND
LOCAL NO. 687 B GROUP
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO
COUNCIL NO. 93
EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022

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ARTICLE I – 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.

ARTICLE 2 – NONDISCRIMINATION 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/loan payments
Health & Life Insurance
Retirement
Direct Deposit (Mandatory)
Section 125

Sec. 125 Benefits:

Effective January 1, 1997, Sec. 125 plan enhancements will be offered. Dependent care (children or elder relative residing in household) and unreimbursed medical expenses at the rate allowed by the City, up to the maximum allowed by the Federal Government, of annual income may receive tax-free treatment for either category (combined with health, dental, disability, and life insurance deductions).

Sample scenario: \$2,500.00 total at 28% tax bracket yields \$700.00 annual savings.

Employee cost of participation is free.

ARTICLE 4 – UNION MEMBERSHIP

All provisional and "permanent" Civil Service and non-Civil Service employees are eligible for Union membership after successfully completing the initial six-month probationary period of continuous employment. Seasonal employees (May 1 through September 30) and part-time employees employed for less than 20 hours per week are exempt from Union membership.

ARTICLE 5 UNION DUES AND AGENCY FEE

Each member of the bargaining unit who belongs to the Union shall be required to pay upon completing six (6) months of continuous employment at twenty (20) hours or more per week, weekly or bi-weekly agency fees and/or union dues equal to the amount set from time to time by the Union which are proportionately commensurate with the cost of the collective bargaining and contract administration.

Pursuant to this article and M.G.L. c.150E, the City agrees to deduct said agency fees and/or union dues from each weekly or biweekly payment of salary and transmit the monies to the Union. Should a non-member of the Union affirmatively consent to pay an agency fee by signed agreement, the City shall deduct such agency fee from each weekly or biweekly payment of salary and submit the monies to the Union upon documentary proof of said affirmative consent.

Consistent with the recently amended provisions of M.G.L. c.150E, Section 5A, the City shall permit a designated Union representative to meet for thirty (30) minutes with each new employee eligible for Union membership within ten (1) days of hire.

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 Articles 3 and 5.

ARTICLE 6 – HOURS OF WORK AND WORK WEEK

A Between January 1, 2000 and January 30, 2000, full time employees on a 32.5 hour work week may elect to be "grandparented" into a 32.5 hour work schedule in their present positions. This one-time choice of work schedule shall be processed through a Personnel Action Form, filed by the employee's Department Head to the Personnel Department no later than January 30,2000.

B After January 30, 2000, when employees on the 32.5 hour work week are awarded a different position, whether it be a demotion, lateral transfer, or a promotion, they will move to the 35 hour work schedule in the new position. All new and replacement full-time positions shall be on the 35 hour work week schedule.

C Those employees who elect the one-time "grandparented" work schedule shall be given an annual opportunity to increase their hours of work to 35. In order to be effective as of July 1 in each successive year, the employee's application must be filed by the preceding January 1.

D Effective September 1, 2009, the following shall be the hours of work for all Unit B employees.

***CITY HALL AND RELATED OFFICES (Community Development, Board of Health, Engineering, Grants Division, Inspectional Services, Veterans, Purchasing & Police & Fire non-public safety)**

1.)
Mon - Wed 8:00 - 4:00
Thursday 8:00 - 6:30
Friday 8:00 - 12:30

"Grandparent" work schedule of 32.5 hours:

Monday - Wed 8:30 - 4:00
Thursday 8:30 - 6:30
Friday 8:30 - 12:30

COUNCIL ON AGING

Monday - Friday 9:00 - 5:00

***DPW BUSINESS OFFICE**

35 Hour Work Schedule

Mon - Thurs 7:30 - 4:00
Friday 7:30 - 12:30

***HARBORMASTER**

35-Hour Work Schedule:

Week One: Monday - Friday 8:00 - 4:00
Week Two: Monday, Tuesday 8:00 - 4:30, Wednesday, Thursday 8:00 - 4:00,
Friday 8:00 - 1:00

Rotate schedule every other week, and one 2-hour Waterways Board meeting per month.

LIBRARY

The Library shall maintain work schedules for 7 days per week for the majority of the year. Therefore, scheduling shall be determined by the operational needs of the Library.

ARTICLE 7 – ALLOCATION OF WORK ASSIGNMENTS

With the approval of each Department Head and the Mayor, clerical staff may be asked to assist peak workloads in other departments if needed, provided that such work assignment is consistent with present position classification.

ARTICLE 8 – 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. Overtime shall not be offered to an employee on the day of use of sick leave. Said employee shall be eligible for overtime after 7:30am of the next day.

C. Effective July 1, 2001, those employees "grandfathered" in at a 32.5 hour per week work schedule shall be paid straight time pay for excess hours worked up to 35 in a given week. Overtime or compensatory time worked at time and one-half shall be granted only for those hours worked in excess of 35 in a given week.

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/she shall be considered to have worked such overtime for the purpose of this article. Should the employee not be contacted, then he/she shall remain on the seniority list and shall not be charged as if he/she had worked.
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 (24) hours written 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."

ARTICLE 9 – CALL-IN-PAY

When an employee is called back to work between the hours of 4:00 p.m. and midnight, the employee is 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/she is to be guaranteed a minimum of pay at the time and one-half rate as follows:

12:00 mid to 3:00 AM - 5 hours
3:00 AM to 4:00 AM- 4.5 hours
4:00 AM to 5:00 AM- 4 hours
5:00 AM to 6:00 AM- 3 hours
6:00 AM to 7:00 AM- 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 10 – 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 \$1.00 per hour. New hires qualifying for night shift differential shall be paid \$.75 per hour; at the conclusion of the probationary period, night shift differential shall be increased to \$1.00 per hour.

B. Effective as of the signing of this MOA, premium pay for weekends shifts shall be 7% of the hourly wage.

ARTICLE 11 – 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.

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 8.

ARTICLE 12 – VACATIONS

A. The department head shall announce vacation dates no later than March 1st. Vacation time will be granted at the convenience of the City. Where two or more requests conflict, seniority is to prevail. Effective July 1, 2017, all bargaining unit employees shall accrue vacation in accordance with the schedule below, up to a maximum of 30 days. Effective January 1, 2017, employees will not be paid for vacation leave which results in a negative balance of accrued vacation leave.

YEARS WORKED	VACATION DAYS
1 – 5	10
6 – 10	15
11 -15	20
16	21
17	22

18	23
19	24
20 - 24	25
25	30

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. Vacation and Sick Leave benefits accrue on a biweekly basis.

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

ARTICLE 13 – SICK LEAVE PAY

A. Effective 07/01/2012, 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 eight (180) days of sick leave. Employees who have over 180 days of accrued sick leave as of 07/01/2012 shall be paid \$65.00 per day on the 2nd payroll in July 2012.

Bargaining unit employees hired after October 30, 2005 shall accrue sick leave at the rate of 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.

B. An employee who calls in sick must do so within two (2) hours after the start of his/her regular shift. 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 taken in no less than half day increments.

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.

D. Effective 07/01/2012, 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.

The City agrees to post each employee’s sick leave credits, in each department, the first week of each calendar year.

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.

E. Effective 07/01/2012, 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.

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

G. 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.

H. Effective January 1, 1996, all sick leave benefits will accrue bi-weekly. Any practice of advanced booking of sick leave benefits shall be discontinued.

I. If a Long Term Disability insurance program becomes available to any other union in the City, AFSCME shall receive a copy of the policy. The parties shall meet again for the purpose of discussing this benefit.

J. Effective 01/01/2013 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.

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

ARTICLE 14 – BEREAVEMENT LEAVE

Five (5) days of funeral leave shall be given to those employees who attend funeral services for mother, father, spouse, children, step children, foster children, grandchildren, or significant other living in the same household. 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, they may request the same of their immediate superior.

ARTICLE 15 – WAGES/PROMOTIONS/RECLASS

A. WAGE HISTORY

1.	10-1-01	3%
2.	1-1-01	2%
3.	7-1-02	5%
4.	7-1-03	0%
5.	7-1-04	0%
6.	7-1-05	1.75%
7.	1-1-06	1.75%
8.	7-1/06	2%
9.	1-1-07	2%
10.	7-1-08	0%
11.	7-1-09	0%
12.	7/1/10	See attached wage scale adding 4 new steps @ 1.5%
13.	7/1/11	2%
14.	7/1/12	2%
15.	7/13	2%*
16.	7/14	2%
17.	7/15	2%
18.	7/16	2%
19.	7/17	2%
20.	7/18	2%
21.	7/19	**
22.	7/20	***
23.	7/21	****

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

**** As per Section J, all employees hired prior to July 1, 2019 shall advance two (2) steps on the wage schedule if sufficient steps are available on the job grade. Those employees hired after July 1, 2019 but before the date of signature of this agreement shall be placed on the wage schedule at one (1) 2.5% step beyond current wage at the conclusion of the probationary period. Those employees hired after the date of signature of this agreement shall be placed on the new wage schedule at the appropriate step.**

*****All employees who have completed their probationary period will have an anniversary date of July 1, 2020 and move one (1) 2.5% step. Any employee who completes the probationary period prior to December 31, 2020 will move one (1) 2.5% step upon such occurrence. Any employee who completes the probationary period after December 31, 2020 will not move a step upon such occurrence.**

******All employees who have completed their probationary period will have an anniversary date of July 21, 2021 and move one (1) 2.5% step. Any employee who completes the probationary period prior to December 31, 2021 will move one (1) 2.5% step upon such occurrence. Any employee who completes the probationary period after December 31, 2021 will not move a step upon such occurrence.**

B. Step increases shall be governed by the attached wage schedule. July 1 shall be the new anniversary date for step movement for all permanent members, including employees hired after July 1, 2019..

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 – 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 employee shall be paid less than any temporary employee performing comparable work.

F. Appendix A shall reflect the wages and classification 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. Payroll – 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.

I. Classification and Compensation: The parties agree to continue to meet to modify and develop an implementation plan for the Position Classification and Compensation Plan developed by the Edward J. Collins Jr. Center for Public Management, John W. McCormack Graduate School of Policy Studies at the University of Massachusetts Boston. The parties shall meet bi-weekly in order to reach an agreement on a final work product prior to July 1, 2018. Initial meetings are scheduled bi-weekly from 10:00 a.m. to 12:00 p.m. at the Department of Public Works as follows:

**December 5, 2017
December 21, 2017
January 8, 2018**

January 22, 2018
February 5, 2018
February 26, 2018
March 12, 2018
March 26, 2018
April 9, 2018

The parties agree to maintain confidentiality regarding the work in progress until final agreement is reached for all positions reviewed with an accompanying new wage schedule. There shall be no loss in hourly wage for any incumbent in a position found by parties to be over-classified. For any employee now in a position agreed to by the parties to be under-classified, such employee shall be placed on a new wage scale which results in an increase in hourly wage of up to 2% effective July 1, 2018. Should an employee be in a position agreed to by the parties as remaining under-compensated due to labor market data following both the July 1, 2018 cost-of-living adjustment and the July 1, 2018 wage scale adjustment, the terms of future applicable annual reclassification increases are described in a separate Memorandum of Agreement – Classification and Compensation Study.

J. To satisfy the terms of all previous Memoranda of Agreement concerning the Collins Center and revised Classification and Compensation Study, the attached wage schedule (Appendix A) shall replace the previous wage schedule effective July 1, 2019. Employees who have completed their probationary period shall be placed on the new wage schedule at a new job grade as determined by the completed Classification and Compensation Study, provided that: 1) Future step increases shall result in a pay increase equal to or greater than the step movement on the previous wage schedule and 2) provided that sufficient steps are available on the new job grade, Each employee who has completed his or her probationary period shall be placed on the wage scale at a step no less than one (1) step equal to or greater than \$.30 per hour more than current wage plus one (1) 2.5% step beyond current wage at the time of the wage schedule conversion.

ARTICLE 16 – REST PERIOD (COFFEE BREAK)

A. Each employee shall be allowed two 15-minute “coffee breaks” (one in the morning and one in the afternoon) at the convenience of the department head.

ARTICLE 17 – 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 allowance.

ARTICLE 18 – 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 no more than 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 the AFSCME convention.

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 19 – 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 as follows:

1. a. \$ 5,000 Death Benefit
- b. \$ 5,000 Accidental Death Benefit
- c. \$ 2,000 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.

B. Employee contributions to insurance shall be deducted biweekly.

ARTICLE 20 – 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 Personnel Director. The City agrees to appropriate \$6,000 annually for the above provisions. Reimbursable expenses include: tuition, books and class material. If the symposium or 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.

There will be a \$750 cap per person. Should funding remain in the account at the end of the fiscal year, such request may then be considered for an equitable reimbursement of the fund balance.

The City of Gloucester supports increased training opportunities for professional certification and career advancement.

ARTICLE 21 – 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) days after the response of the Department Head is received. The Mayor shall respond, in writing, within ten (10) 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 Board of Conciliation and Arbitration for final binding arbitration pursuant to the rules and regulations of said association. The parties shall equally share the cost of the arbitration.

ARTICLE 22 – LONGEVITY

Effective 7-1-13 an employee shall earn longevity as follows:

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

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.

Longevity shall not appear in the base pay of the employee but as of Fiscal Year 2007, this benefit shall be payable in the last payroll period in November to all employees who will have reached their required service by December 1 of each year.

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

ARTICLE 23 – 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 five (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 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.
3. The Administration agrees that job postings will be emailed to “everyone” with instructions to “PLEASE POST FOR ANYONE IN YOUR OFFICE THAT DOES NOT HAVE ACCESS TO EMAIL”
4. Employees may apply for a vacant position throughout the five (5) day posting period. Vacant positions will be filled on the basis of seniority, background, training, past record, experience, and proven ability.

ARTICLE 24 – WORKING OUT OF CLASSIFICATION

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

ARTICLE 26 - COMMITTEES

A. SAFETY COMMITTEE - Effective July 1, 1999, the Safety Committee shall be activated. The Personnel Department will review individual work stations once a year. The Safety Committee will recommend any equipment modification for funding.

B. COMMITTEE OF MUTUAL CONCERN AND COMMITTEE ON PRODUCTIVITY - Effective July 1, 1999, these two committees shall be merged into one joint-labor management committee, designed to meet when needed to recommend methods and tools which could improve productivity and expedite harmonious resolutions of problems of mutual concern. There shall be established a committee comprised of four persons: two chosen by the union and two chosen by the Mayor.

ARTICLE 27 - 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 employer 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 28 – 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.

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/her 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. Contracting Clause:

Prior to undertaking any procurement activities that might “contract-out” City work and 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.

G. Performance Appraisal Program:

- 1. The attached performance appraisal form shall be completed annually during the month of February for those AFSCME B employees who have completed the 6-month probationary period by February 28.**
- 2. All employees who earn a minimum score of 28 points or greater shall qualify for a merit stipend of \$350, which shall not be added to base pay. Such payment shall be processed during the second pay period in the month of March.**
- 3. Any employee who earns less than 28 points on the review shall be automatically reviewed again in 90 days. Should the employee then score 28 points or greater he/she shall then qualify for a merit stipend of \$225. Should the employee score less than 28 points on the second review, he/she shall not qualify for a merit stipend.**
- 4. 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 B 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. In the event the form is not completed during the month of February, the employee shall receive the merit stipend.**
- 5. The performance appraisal form is not a means to withhold wage increases, step increases or as a disciplinary tool.**

ARTICLE 29 - SENIORITY

Each employee in the bargaining unit shall have and accumulate contractual seniority on the basis of total length of full time continuous service as an employee of the City of Gloucester.

Employees shall lose their contractual seniority for the following reasons:

- 1. Resignation or other voluntary termination**
- 2. Discharge for cause**
- 3. Retirement**

The principal of seniority shall govern and be applied in cases of reassignment, layoff, and choice of vacation period. The supervisor shall have the right to reasonably maintain a balanced workforce in considering the relative qualification and demonstrated abilities of employees within said supervisor's discretion and judgment; or, in reasonable cases of emergency.

Part time employees (over 20 hours weekly, and under 35) shall be dealt with in a category separate from the full time employees. Benefits for part time employees shall be assigned on a proportionate basis with the number of hours worked per week as further specified in the agreement.

Employees shall retain recall rights, in the event of a layoff, for a period of two (2) years,

ARTICLE 30 DURATION OF AGREEMENT

This memorandum and underlying contract shall be effective from July 1, 2019 to June 30, 2022. If either party wishes to modify this agreement they shall notify the other party in writing on or about January 1, 2022.

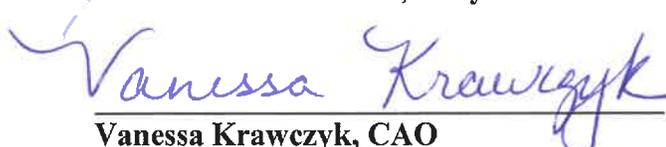
Executed this 3 day of September

FOR THE EMPLOYER

For the Union:

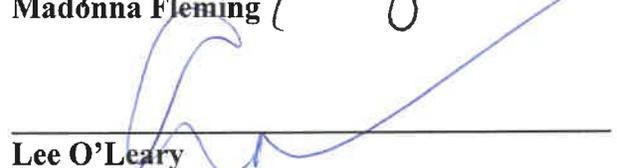

Sefatia Romeo Theken, Mayor

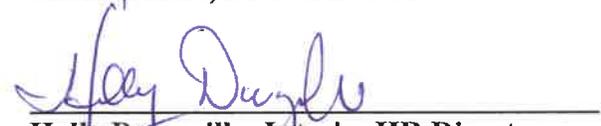

Joseph Biondo, President


Vanessa Krawczyk, CAO


Madonna Fleming


Michael Hale, DPW Director


Lee O'Leary


Holly Dougwillo, Interim HR Director


Helen Freeman


John Dunn, Chief Financial Officer


Gail Mondello

EFF DATE
07/01/2019

2.5% Steps 4% between Grades

AFSCME WAGE SCALE - A & B
(INCLUDES NON-UNION CLERICALS)

GRADE	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 18
A	\$18.50	\$18.96	\$19.43	\$19.92	\$20.42	\$20.93	\$21.45	\$21.99	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14
B	\$19.24	\$19.72	\$20.21	\$20.72	\$21.24	\$21.77	\$22.31	\$22.87	\$23.44	\$24.03	\$24.63	\$25.25	\$25.88	\$26.53	\$27.19
C	\$20.01	\$20.51	\$21.02	\$21.56	\$22.09	\$22.64	\$23.21	\$23.79	\$24.38	\$24.99	\$25.61	\$26.25	\$26.91	\$27.58	\$28.27
D	\$20.81	\$21.33	\$21.86	\$22.41	\$22.97	\$23.54	\$24.13	\$24.73	\$25.35	\$25.98	\$26.63	\$27.30	\$27.98	\$28.68	\$29.40
E	\$21.64	\$22.18	\$22.73	\$23.30	\$23.88	\$24.48	\$25.09	\$25.72	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10	\$29.83	\$30.58
F	\$22.51	\$23.07	\$23.65	\$24.24	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.12	\$28.82	\$29.54	\$30.28	\$31.04	\$31.82
G	\$23.41	\$23.99	\$24.59	\$25.20	\$25.83	\$26.48	\$27.14	\$27.82	\$28.52	\$29.23	\$29.96	\$30.71	\$31.48	\$32.27	\$33.08
H	\$24.34	\$24.95	\$25.57	\$26.21	\$26.87	\$27.54	\$28.23	\$28.94	\$29.66	\$30.40	\$31.16	\$31.94	\$32.74	\$33.56	\$34.40
I	\$25.32	\$25.95	\$26.60	\$27.27	\$27.95	\$28.65	\$29.37	\$30.10	\$30.85	\$31.62	\$32.41	\$33.22	\$34.05	\$34.90	\$35.77
J	\$26.33	\$26.99	\$27.66	\$28.35	\$29.06	\$29.79	\$30.53	\$31.29	\$32.07	\$32.87	\$33.69	\$34.53	\$35.39	\$36.27	\$37.18
K	\$27.38	\$28.07	\$28.77	\$29.49	\$30.23	\$30.99	\$31.76	\$32.55	\$33.36	\$34.19	\$35.04	\$35.92	\$36.82	\$37.74	\$38.68
L	\$28.48	\$29.19	\$29.92	\$30.67	\$31.44	\$32.23	\$33.04	\$33.87	\$34.72	\$35.59	\$36.48	\$37.39	\$38.32	\$39.28	\$40.26
M	\$29.62	\$30.36	\$31.12	\$31.90	\$32.70	\$33.52	\$34.36	\$35.22	\$36.10	\$37.00	\$37.93	\$38.88	\$39.85	\$40.85	\$41.87
N	\$30.80	\$31.57	\$32.36	\$33.17	\$34.00	\$34.85	\$35.72	\$36.61	\$37.53	\$38.47	\$39.43	\$40.42	\$41.43	\$42.47	\$43.53
O	\$32.04	\$32.84	\$33.66	\$34.50	\$35.36	\$36.24	\$37.15	\$38.08	\$39.03	\$40.01	\$41.01	\$42.04	\$43.09	\$44.17	\$45.27

GRADE	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
A	\$18.50	\$18.96	\$19.43	\$19.92	\$20.42	\$20.93	\$21.45	\$21.99	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79
B	\$19.24	\$19.72	\$20.21	\$20.72	\$21.24	\$21.77	\$22.31	\$22.87	\$23.44	\$24.03	\$24.63	\$25.25	\$25.88	\$26.53	\$27.19	\$27.87
C	\$20.01	\$20.51	\$21.02	\$21.55	\$22.09	\$22.64	\$23.21	\$23.79	\$24.38	\$24.99	\$25.61	\$26.25	\$26.91	\$27.58	\$28.27	\$28.96
D	\$20.81	\$21.33	\$21.86	\$22.41	\$22.97	\$23.54	\$24.13	\$24.73	\$25.35	\$25.98	\$26.63	\$27.30	\$27.98	\$28.68	\$29.40	\$30.14
E	\$21.64	\$22.18	\$22.73	\$23.30	\$23.88	\$24.48	\$25.09	\$25.72	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10	\$29.83	\$30.58	\$31.34
F	\$22.51	\$23.07	\$23.65	\$24.24	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.12	\$28.82	\$29.54	\$30.28	\$31.04	\$31.82	\$32.62
G	\$23.41	\$23.99	\$24.59	\$25.20	\$25.83	\$26.48	\$27.14	\$27.82	\$28.52	\$29.23	\$29.96	\$30.71	\$31.48	\$32.27	\$33.08	\$33.91
H	\$24.34	\$24.95	\$25.57	\$26.21	\$26.87	\$27.54	\$28.23	\$28.94	\$29.66	\$30.40	\$31.16	\$31.94	\$32.74	\$33.56	\$34.40	\$35.26
I	\$25.32	\$25.95	\$26.60	\$27.27	\$27.95	\$28.65	\$29.37	\$30.10	\$30.85	\$31.62	\$32.41	\$33.22	\$34.05	\$34.90	\$35.77	\$36.66
J	\$26.33	\$26.99	\$27.66	\$28.35	\$29.06	\$29.79	\$30.53	\$31.29	\$32.07	\$32.87	\$33.69	\$34.53	\$35.39	\$36.27	\$37.18	\$38.11
K	\$27.38	\$28.07	\$28.77	\$29.49	\$30.23	\$30.99	\$31.76	\$32.55	\$33.36	\$34.19	\$35.04	\$35.92	\$36.82	\$37.74	\$38.68	\$39.65
L	\$28.48	\$29.19	\$29.92	\$30.67	\$31.44	\$32.23	\$33.04	\$33.87	\$34.72	\$35.59	\$36.48	\$37.39	\$38.32	\$39.28	\$40.26	\$41.27
M	\$29.62	\$30.36	\$31.12	\$31.90	\$32.70	\$33.52	\$34.36	\$35.22	\$36.10	\$37.00	\$37.93	\$38.88	\$39.85	\$40.85	\$41.87	\$42.92
N	\$30.80	\$31.57	\$32.36	\$33.17	\$34.00	\$34.85	\$35.72	\$36.61	\$37.53	\$38.47	\$39.43	\$40.42	\$41.43	\$42.47	\$43.53	\$44.62
O	\$32.04	\$32.84	\$33.66	\$34.50	\$35.36	\$36.24	\$37.15	\$38.08	\$39.03	\$40.01	\$41.01	\$42.04	\$43.09	\$44.17	\$45.27	\$46.40

Drop Step 2 & add Step 18

GRADE	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
A	\$18.96	\$19.43	\$19.92	\$20.42	\$20.93	\$21.45	\$21.99	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79	\$27.46
B	\$19.72	\$20.21	\$20.72	\$21.24	\$21.77	\$22.31	\$22.87	\$23.44	\$24.03	\$24.63	\$25.25	\$25.88	\$26.53	\$27.19	\$27.87	\$28.57
C	\$20.51	\$21.02	\$21.55	\$22.09	\$22.64	\$23.21	\$23.79	\$24.38	\$24.99	\$25.61	\$26.25	\$26.91	\$27.58	\$28.27	\$28.98	\$29.70
D	\$21.33	\$21.86	\$22.41	\$22.97	\$23.54	\$24.13	\$24.73	\$25.35	\$25.98	\$26.63	\$27.30	\$27.98	\$28.68	\$29.40	\$30.14	\$30.89
E	\$22.18	\$22.73	\$23.30	\$23.88	\$24.48	\$25.09	\$25.72	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10	\$29.83	\$30.58	\$31.34	\$32.12
F	\$23.07	\$23.65	\$24.24	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.12	\$28.82	\$29.54	\$30.28	\$31.04	\$31.82	\$32.62	\$33.44
G	\$23.99	\$24.59	\$25.20	\$25.83	\$26.48	\$27.14	\$27.82	\$28.52	\$29.23	\$29.96	\$30.71	\$31.48	\$32.27	\$33.08	\$33.91	\$34.76
H	\$24.95	\$25.57	\$26.21	\$26.87	\$27.54	\$28.23	\$28.94	\$29.66	\$30.40	\$31.16	\$31.94	\$32.74	\$33.56	\$34.40	\$35.26	\$36.14
I	\$25.95	\$26.60	\$27.27	\$27.95	\$28.65	\$29.37	\$30.10	\$30.85	\$31.62	\$32.41	\$33.22	\$34.05	\$34.90	\$35.77	\$36.66	\$37.58
J	\$26.99	\$27.66	\$28.35	\$29.06	\$29.79	\$30.53	\$31.29	\$32.07	\$32.87	\$33.69	\$34.53	\$35.39	\$36.27	\$37.18	\$38.11	\$39.06
K	\$28.07	\$28.77	\$29.49	\$30.23	\$30.99	\$31.76	\$32.55	\$33.36	\$34.19	\$35.04	\$35.92	\$36.82	\$37.74	\$38.68	\$39.65	\$40.64
L	\$29.19	\$29.92	\$30.67	\$31.44	\$32.23	\$33.04	\$33.87	\$34.72	\$35.59	\$36.48	\$37.39	\$38.32	\$39.28	\$40.26	\$41.27	\$42.30
M	\$30.36	\$31.12	\$31.90	\$32.70	\$33.52	\$34.36	\$35.22	\$36.10	\$37.00	\$37.93	\$38.88	\$39.85	\$40.85	\$41.87	\$42.92	\$43.99
N	\$31.57	\$32.36	\$33.17	\$34.00	\$34.85	\$35.72	\$36.61	\$37.53	\$38.47	\$39.43	\$40.42	\$41.43	\$42.47	\$43.53	\$44.62	\$45.74
O	\$32.84	\$33.66	\$34.50	\$35.36	\$36.24	\$37.15	\$38.08	\$39.03	\$40.01	\$41.01	\$42.04	\$43.09	\$44.17	\$45.27	\$46.40	\$47.56