

# **Agreement**

**between**

**The City of Gloucester**

**and**



**CTW-CLC**

**The Gloucester Municipal  
Administrators Association**

**July 1, 2007 – June 30, 2010**

**and**

**July 1, 2010 – June 30, 2011**

[www.seiu888.org](http://www.seiu888.org)

## **TABLE OF CONTENTS**

ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 – NON-DISCRIMINATION .....	1
ARTICLE 3 – PAYROLL DEDUCTIONS .....	1
ARTICLE 4 – UNION MEMBERSHIP .....	1
ARTICLE 5 – HOLIDAYS .....	2
ARTICLE 6 – VACATION .....	2
ARTICLE 7 – SICK LEAVE .....	4
ARTICLE 8 – WAGES .....	5
ARTICLE 9 – RETIREMENT .....	6
ARTICLE 10 – JURY DUTY .....	6
ARTICLE 11 – UNION BUSINESS LEAVE .....	7
ARTICLE 12 – BENEFITS .....	7
ARTICLE 13 – EDUCATIONAL REIMBURSEMENT .....	8
ARTICLE 14 – APPEALS PROCEDURE .....	8
ARTICLE 15 – LONGEVITY .....	9
ARTICLE 16 – PAST PRACTICES .....	9
ARTICLE 17 – PROMULGATION OF RULES AND REGULATIONS .....	9
ARTICLE 18 – SAVINGS CLAUSE .....	10
ARTICLE 19 – CITY RIGHTS .....	10
ARTICLE 20 – MISCELLANEOUS .....	10
ARTICLE 21 – DURATION .....	11
ARTICLE 22 – JOINT UNION/ADMINISTRATION COMMITTEE .....	11
EXHIBIT B .....	13

## **ARTICLE 1 – RECOGNITION**

The City of Gloucester (herein referred to as “the City” recognizes the Gloucester Municipal Administrators Association/SEIU Local 888 (herein referred to as the “Union”) as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, benefits, and other conditions of employment, for all municipal employees represented by the Union. Exclusion: all other bargaining unit employees, and Executive Secretary to the Mayor, Confidential Secretary to the Police Chief, Fire Chief, DPW Director, Auditor, Chief Financial Officer, Community Development Director, City Engineer, Personnel Director, Purchasing Agent, Library Director, Principal Assessor, Health Agent, Building Inspector, and Harbormaster.

## **ARTICLE 2 – NON-DISCRIMINATION**

It is agreed that neither the City nor the Union shall discriminate against any employee because of race, national origin, age, sex, Union membership or activity. It is further agreed that neither the City nor the Union shall discriminate against any employee because of religion, marital status, political affiliation, or a qualified physical or mental handicap.

## **ARTICLE 3 – PAYROLL DEDUCTIONS**

The City of Gloucester agrees to instruct the City Treasurer to deduct, on a weekly or a biweekly basis, as permitted by the Massachusetts General Laws, from the salary of each employee, as an employee individually and voluntarily authorizes the City to deduct, and to transmit the monies to the following organizations, and any additional organizations added by the City:

1. Credit Union
2. Insurance
3. Retirement
4. Deferred Compensation
5. Tax Sheltered Annuities
6. Direct Deposit Required
7. Association Dues
8. YMCA
9. U.S. Savings Bond

## **ARTICLE 4 – UNION MEMBERSHIP**

The following positions and any future changes to those titles for the following positions shall be represented by the Union:

(See Attachment A)

All newly created management positions will be bargained between the parties for inclusion or exclusion in the Union.

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 thirtieth (30) day of employment in the bargaining unit, regardless of whether said bargaining unit member chooses to become a member of the Union or not, a bi-weekly agency service fee, equal to the amount set from time to time by the Union and proportionately commensurate with the cost of the collective bargaining and contract administration.

## **ARTICLE 5 – HOLIDAYS**

The City recognizes the following as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Patriots' Day	Christmas Day
Fourth of July	

The City recognizes all other legal holidays as declared by the City or the Commonwealth. Holiday shall be granted if a holiday falls on a Saturday or a Sunday. Employees shall be given the preceding Friday off with pay when the holiday falls on a Saturday. If the holiday falls on a Sunday, employees shall receive the following Monday off with pay. An equivalent day off shall be granted for all holidays that occur during an employee's allotted vacation.

Time off on religious holidays shall be granted to employees within the discretion of the Mayor. Equivalent time shall be given in lieu of time worked when other employees in the department are granted time off for religious holidays.

## **ARTICLE 6 – VACATION**

A.) Effective 7/1/06, each member of the bargaining unit shall accrue vacation on his or her anniversary date of employment as indicated on the schedule below. The anniversary date will be adjusted by the length of any unpaid absence from the payroll. Each member may use vacation time as it is accrued upon completion of the six-month probationary period. The following schedule shall take effect:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
Six (6) Months to One (1) Year	Ten (10 ) Days
One (1) Year	Eleven (11) Days
Two (2) Years	Twelve (12) Days
Three (3) Years	Thirteen (13) Days
Four (4) Years	Fourteen (14) Days
Five (5) Years	Fifteen (15) Days
Six (6) to Twenty (20) Years	Twenty (20 ) Days
Twenty-one (21) Years	Twenty-one (21) Days
Twenty-two (22) Years	Twenty-two (22) Days
Twenty-three (23) Years	Twenty-three (23) Days
Twenty-four (24) Years	Twenty-four (24) Days
Twenty-five (25) to Twenty-nine (29) Years	Twenty-five (25) Days
Thirty (30) Years	Thirty (30) Days

B.) All accrued vacation days beyond twenty (20) days each year shall not be vested for buy-back purposes upon a member's termination of employment.

C.) Members may carry forward from year to year up to twenty (20) vacation days. Vacation shall be based upon the rate of pay at the time the vacation is taken. In the event of separation from City employment or upon retirement, vacation time shall be determined on a pro-rata basis.

D.) Members carrying over more than twenty (20) vacation days as of the signature date of this Agreement shall be allowed to use this time in accordance with the following schedule, provided that any vacation carry-over in excess of the twenty (20) day maximum is no longer vested for buy-back purposes. Each year referenced below shall indicate the employee's next benefit accrual anniversary date following the signature date of this Agreement.

<u>Excess Vacation Carry-over</u>	<u>Time Frame for Use</u>
Up to 2 days	1 Year
Up to 4 days	2 Years
Up to 7 days	3 Years
Up to 10 days	4 Years

## **ARTICLE 7 – SICK LEAVE**

### **1. SICK LEAVE**

- A) Union employees actively employed as of January 1, 2006, shall begin accruing sick leave on a monthly basis at the rate of 1.5 days per month, or 126 hours annually, to a maximum amount of 180 sick days (1260 hours). Any Union employee hired as of January 1, 2006 or after shall begin accrual of these sick leave benefits as of the date of hire.
- B) Each member of the bargaining unit hired prior to January 1, 2006, shall be credited with a one time balance of sick leave. Such balance shall be computed as follows for up to a maximum of 180 days. This balance shall be computed as if each member had accrued 10.5 sick hours per month since the date of hire into a Union position, minus all sick and personal days actually used prior to that date, provided: 1) that the two (2) extra personal days granted in fiscal year 2004 shall not be subtracted from this balance and 2) from 1996 on, the City shall not subtract any unused personal days or more than two personal days in a year from this balance. Any sick leave accrued by a unit member prior to hire into this bargaining unit shall be added to this balance. For the purposes of this section, prior to September 1, 2000, each day shall be computed as 6.5 hours. On September 1, 2000, and hereafter, each day shall be computed at seven (7) hours, unless specified otherwise.
- C) Any Union employee leaving employment with the City of Gloucester due to retirement or lay off shall be entitled to buy back the sick leave balance at \$65 per day, up to a maximum of 180 days. Retiring employees shall provide sufficient notice of their intent, so that this provision may be funded and processed in the following year's budget.
- D) Each Union employee shall qualify for annual buyback of sick leave in excess of 180 days. Employees shall qualify for an annual amount equal to \$65 times the number of excess sick days accrued, provided that they notify the department head, who in turn shall notify the Personnel Department no later than January 15<sup>th</sup> of each year.
- E) Each bargaining unit member shall be allowed three (3) days of personal leave per year, to be taken from accrued sick leave. Unused personal time in a given year shall remain in the sick leave balance.
- F) Sick leave, vacation, and longevity shall not accrue during any period of unpaid leave which exceeds 15 days annually. Sick leave, vacation, and longevity shall not accrue during any period of worker's compensation leave exceeding 90 days during any twelve (12) month period.
- G) A voluntary sick bank plan will be implemented. Through a special confidential account operated and maintained by the City's Personnel Department, employees may elect to make an anonymous and voluntary donation of 1-5 days of accrued sick leave benefits to assist any employee suffering from a chronic long-term or catastrophic illness. This donation shall be for any one employee in a given calendar year.

## 2. MATERNITY, ADOPTION, PATERNITY, FOSTER CARE & FAMILY EMERGENCY LEAVE

The above shall be governed by the City's Policy concerning Family and Medical Leave and the City's Policy concerning Maternity and Child Care Leave.

## 3. ALCOHOL AND DRUG POLICY

The Union accepts the Alcohol and Drug Policy and is willing to review future personnel policies for inclusion in the City of Gloucester's Personnel Policies and Procedures Manual.

## 4. PERSONAL DAYS

Each member may take three (3) days per year as "Personal Days." Personal days are not to be carried forward.

## 5. BEREAVEMENT LEAVE

Five (5) days' leave shall be granted to those employees who attend funeral services for the following: mother, father, spouse, child, grandchildren, and significant other. Three (3) days of leave shall be granted for those employees who attend funeral services for a 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, for a relative permanently residing in the employee's household, and relative of a significant other. One (1) day's leave 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, the employee may request the same from the employee's immediate supervisor with the Mayor's approval.

## ARTICLE 8 – WAGES

Effective July 1, 2007, there will be a general wage increase of 0% applicable to all members.

Effective July 1, 2008, there will be a general wage increase of 0% applicable to all members.

Effective July 1, 2009, there will be a general wage increase of 0% applicable to all members.

Effective July 1, 2010, there will be a general wage increase of 0% applicable to all members.

Effective July 1, 2010, implement attached Salary Scale (See Exhibit B). Employees shall be placed on the appropriate step on their individual anniversary dates within FY2011. New employees hired after July 1, 2010 shall be placed within the appropriate range for the position grade. Exhibit B will include the positions included within each grade.

## SALARY RANGES

Effective upon ratification and approval, when established by City Ordinance, the following management salary ranges established in Exhibit A (attached) shall become effective.

Union members shall be placed on the salary range in accordance with the classification plan.

The salary schedule is based upon a 35 hour minimum work week for all exempt personnel.

## Position Amendments/Reclassifications:

The parties recognize that job duties and requirements may change over time, requiring either amendments to an individual's job description, a position reclassification, or a new job description and title. The City recognizes its obligation to obtain the consent of the Union before proceeding to finalize such changes, or in the event of a Department reorganization.

In the event an employee seeks a position reclassification, he or she shall document any and all changes to his or her responsibilities or duties since the date of the last position classification, complete a standard position evaluation form, as approved by the Personnel Director and the Union, and attach any and all proposed amendments to the job description. The employee shall submit this package to his or her immediate supervisor for review and comments. The supervisor shall then submit the package to the Personnel Director, who shall forward a copy to the Union President. The Personnel Director shall convene a Personnel Advisory Committee, three independent citizens skilled in compensation administration and other human resources matters as appointed by the Mayor, to review all submitted requests and provide their recommendations. Reclassification requests received prior to January 1 of each year may be considered for the upcoming fiscal year, starting July 1st, if approved. The City may propose any resulting increase in salary to the Union for approval.

## ARTICLE 9 – RETIREMENT

Any Early Retirement Incentive offered to Group 1 employees through the Massachusetts Retirement System and accepted by the City Council, shall be extended to members of this Union.

## ARTICLE 10 – JURY DUTY

Employees shall be permitted to serve on Jury Duty with no loss of pay.

Affected employees shall reimburse the City for any jury pay received exclusive of travel expense allowances.

## **ARTICLE 11 – UNION BUSINESS LEAVE**

The members of the Union Negotiating Team (not more than five (5) members after the signing of this initial Agreement) and the Grievance 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 purposes of negotiating the terms of an Agreement and for settling grievances. All other Union business meetings shall be conducted outside the normal scheduled City work hours.

Upon approval of the department head, one (1) Union steward and one (1) officer may be granted leave from duty with no loss of pay or benefits for the purpose of investigating grievances and administering the contractual agreement. The steward and officer shall provide his/her supervisor with a minimum of 24 hours' notice. The department head's approval shall not be unreasonably withheld.

A total of up to five (5) days of unpaid leave in a fiscal year, without loss of benefits, shall be granted to the group of Union officers and stewards for the purpose of attending SEIU Local 888 meetings and trainings. Any Union officer wishing to attend, shall submit a written request to the department head, who shall then forward to the Personnel Director for approval, processing, and filing.

## **ARTICLE 12 – BENEFITS**

As provided under the provisions of Massachusetts General Laws, Chapter 32, Section B, the City shall provide and pay the premiums for (as hereinafter set forth) insurance at the option of the employee as follows:

1. \$5,000.00 Death Benefit.
2. \$5,000.00 Accidental Death Benefit.
3. \$2,000.00 Death Benefit for Retirees.
4. Group Medical and Dental Insurance for those desiring the coverage.
5. Worker's Compensation Coverage.

The City 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 but must participate in Medicare if eligible.

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

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

### **ARTICLE 13 – EDUCATIONAL REIMBURSEMENT**

Employees shall be allowed to take job-related courses, with prior approval from the employee's department head and the Personnel Director. The City recognizes that management employees shall be encouraged to complete college degrees. Therefore, any courses taken to complete a college degree, which are required for that degree, shall be considered job-related. The City shall fund educational reimbursement for seminars, symposium programs, and tuition expenses which will enhance employee capabilities in the employee's present position.

Annual funding for Union educational reimbursement shall be \$7,000. Individual funding requests for pre-approved courses will be capped at \$700 per person. All supplementary requests for additional reimbursement shall be submitted to the Personnel Director prior to May 1<sup>st</sup> of each year. Should funding remain in the account at the end of the fiscal year, such requests may then be considered for an equitable distribution of the fund balance.

An additional \$3,000 per fiscal year shall be provided for in-house professional development training. Unit members shall agree to participate in such in-house management development training seminar or program.

### **ARTICLE 14 – APPEALS 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:** A Union 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/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Union representative, in writing, within ten (10) working days.

**STEP 2:** If the grievance has not been settled, a Union representative shall submit the grievance to the Department Head in writing within ten (10) working days after the response from the supervisor is received. The department head shall respond in writing within ten (10) working days. If the Department Head is also the employee's immediate supervisor, proceed directly to Step 3.

**STEP 3:** If the grievance has not been settled, a Union representative shall submit the grievance to the Mayor in writing within ten (10) days after the response from the

Department Head is received. The Mayor (or his/her designee) shall respond 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 (or his/her designee) 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 organization. The parties shall share equally in the cost of the arbitration.

## **ARTICLE 15 – LONGEVITY**

Each employee shall be entitled to earn longevity benefits as follows:

Years of Service	Benefit
5 years	\$200
10 years	\$800
15 years	\$1,000
20 years	\$1,300
25 years	\$1,500

Longevity shall not appear in the base pay of the employee, but shall be payable the first week of December of each year to all employees who have reached their required service by December 1<sup>st</sup> of each year. Years of service shall be correlated with years of service in the Retirement System.

Effective as of the signature date of this Agreement, employees leaving employment prior to December 1<sup>st</sup> shall qualify for a pro-rata share of the longevity benefit due as of the date of termination.

## **ARTICLE 16 – PAST PRACTICES**

Any conditions, rights or privileges that are now being enjoyed by unit employees, and are not specifically addressed in this Agreement shall remain in full force.

## **ARTICLE 17 – PROMULGATION OF RULES AND REGULATIONS**

This Agreement has been designed to comply with all federal, state, county, and municipal ordinances. Nothing in this Agreement shall be interpreted as diminishing the rights of the City to determine and prescribe the methods and means by which operations of the City shall be conducted, except as specifically addressed in this Agreement.

## **ARTICLE 18 – SAVINGS CLAUSE**

If any resolution of the City incorporating any provisions of this Agreement or of such resolution of any kind, is at any time or in any way held to be contrary to any law by any court of proper jurisdiction, the remainder of this Agreement and the remainder of such resolution shall not be affected thereby and shall remain in full force and effect.

## **ARTICLE 19 – CITY RIGHTS**

It is understood and agreed that the City retains all of its powers and authority to direct, manage and control to the full extent of the law. Said powers and authority include, but are not limited to, exclusive rights to: determine its organization; direct the work of its employees, determine the times of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals and objectives; determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of City operations, build, move, modify or close facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on matters in the event of an emergency. In addition, the City retains the right to hire, classify, assign, evaluate, transfer, promote, terminate and discipline employees.

In cases of emergency, the City retains its right to amend, modify or rescind provisions of the Agreement. Such amendment, modification or rescission shall remain in full force only for the period of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the City.

The altered work week schedule (“summer hours”) of Thursday late night and Friday half-day shall continue indefinitely; however, if departmental needs dictate (such as required attendance at an evening meeting), an employee may alter his/her schedule with the approval of the Department Head.

## **ARTICLE 20 – MISCELLANEOUS**

### **BULLETIN BOARDS**

The City shall permit the use of employee bulletin boards for the posting of Union notices concerning Union business activities. The Union shall be allowed to use the City website and email system for communication to its members in compliance with the provisions of the City’s policies on Internet and email use.

### USE OF CITY FACILITIES

The Union will be allowed to use City facilities at no charge with approval of the Mayor. The Mayor or his designee shall be notified in each instance when the Union requests to use the City's facilities.

### TOTAL QUALITY MANAGEMENT PROGRAM

Bargaining unit members shall participate in the City's Total Quality Management ("TQM") Program as appropriate.

### REDUCTION IN FORCE

In the event of a reduction in force, the seniority principle shall apply when there is more than one (1) position in the same job title, subject to the provisions of MGL Ch. 31 if applicable. Employees may then be laid off or demoted in inverse order of seniority. Any employee laid off due to lack of funds or lack of work shall have recall rights within the last held position classification for a five (5) year period.

### PERFORMANCE REVIEW

Effective as of March of each year, each Union member, as part of his or her annual performance review, will submit to the reviewing Supervisor suggestions for department efficiency, cost savings, and revenue enhancements.

## ARTICLE 21 – DURATION

This Agreement incorporates and extends the current contract presently in effect from July 1, 2004. This memorandum encompasses two (2) contracts. The first shall be from July 1, 2007 to June 30, 2010. The second contract shall begin on July 1, 2010 and end on June 30, 2011.

## ARTICLE 22 – JOINT UNION/ADMINISTRATION COMMITTEE

The City and the Union agree to maintain and promote a harmonious relationship in order to promote efficient service delivery to the public and progressive, equitable management practices. To achieve these objectives, a Joint Union/Administration Committee shall be established. Such committee, comprised of up to three representatives from each side, may schedule monthly meetings to discuss topics of mutual interest.

Signed this \_\_\_\_\_ day of February, 2010.

**FOR THE LOCAL 888, SEIU:**

Paul J. Brady, President

Smart

Charlene Pina

C. Mayfield

Cliff P. Cook

Philip Evans

Shanna Weston

**FOR THE CITY OF GLOUCESTER:**

Mark J. Kilkenny Mayor

Don Bay

**EXHIBIT B**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>	<b>STEP 11</b>	<b>STEP 12</b>
	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.54%
<b>M3</b>	\$24.01	\$24.37	\$24.74	\$25.11	\$25.49	\$25.87	\$26.26	\$26.65	\$27.05	\$27.46	\$27.87	\$28.40
<b>M4</b>	\$25.44	\$25.83	\$26.21	\$26.61	\$27.01	\$27.41	\$27.82	\$28.24	\$28.66	\$29.09	\$29.53	\$30.10
<b>M5</b>	\$26.98	\$27.38	\$27.79	\$28.21	\$28.63	\$29.06	\$29.50	\$29.94	\$30.39	\$30.84	\$31.31	\$31.91
<b>M6</b>	\$29.13	\$29.57	\$30.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.81	\$33.31	\$33.81	\$34.46
<b>M7</b>	\$31.46	\$31.93	\$32.41	\$32.90	\$33.39	\$33.89	\$34.40	\$34.91	\$35.44	\$35.97	\$36.51	\$37.22
<b>M8</b>	\$34.92	\$35.45	\$35.98	\$36.52	\$37.07	\$37.62	\$38.19	\$38.76	\$39.34	\$39.93	\$40.53	\$41.31
<b>M9</b>	\$39.81	\$40.41	\$41.02	\$41.63	\$42.26	\$42.89	\$43.53	\$44.19	\$44.85	\$45.52	\$46.20	\$47.10
<b>M10</b>	\$44.59	\$45.26	\$45.94	\$46.63	\$47.33	\$48.04	\$48.76	\$49.49	\$50.23	\$50.98	\$51.75	\$52.75
<b>M11</b>	\$49.26	\$50.00	\$50.75	\$51.51	\$52.28	\$53.07	\$53.86	\$54.67	\$55.49	\$56.32	\$57.17	\$58.26
<b>M12</b>	\$53.82	\$54.63	\$55.45	\$56.28	\$57.12	\$57.98	\$58.85	\$59.73	\$60.63	\$61.54	\$62.46	\$63.63