

**Collective Bargaining Agreement Between**

**The City of Melrose**



**And the**

**The Melrose Association of City Hall Employees  
MA Laborers District Council  
Laborers Local 272 Natick, MA**

**June 27, 2016 (FY 17)**

**Through**

**June 28, 2019 (FY19)**

***November, 2016***

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## City of Melrose

This Collective Bargaining Agreement ("Agreement") is made and entered into as of the 27th day of June, 2016, by and between the City of Melrose (hereinafter sometimes referred to as the Employer") and Local 272, the Melrose Association of City Hall Employees (hereinafter sometimes referred to as the "Association").

This Agreement is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement, in order that more effective and progressive public service may be rendered to the citizens of the City.

The base wage increases shall be as follows: effective June 27, 2016 the base wages shall increase 1%; effective July 3, 2017, the base wages shall increase 1%; effective July 2, 2018 the base wages shall increase 1%.

Effective June 27, 2016, the salary schedule shall be amended to include additional steps 10, 11 and 12 which shall be 2% higher than the preceding steps.

Step increases will be effective as of the Employee's anniversary date. Any review process will be conducted and completed by the Department Head 2 weeks prior to anniversary date. If the step raise is authorized it will be processed with payroll and paid during the week of the anniversary date.

### **ARTICLE 1. RECOGNITION AND BARGAINING UNIT**

This Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all regular full-time and regular part-time employees employed by the City of Melrose at City Hall and those employees covered by this agreement whose offices are located outside of City Hall, including secretaries, head clerks, senior clerks, senior account clerks, senior account clerks A, senior account clerks B, senior account clerks C, senior account clerks D, senior account clerks A/P, senior account clerks P/R, clerks, machine billing operators, principal clerks, senior engineer aids, junior civil engineers, code enforcement inspectors, sanitary inspectors, public health nurses, staff engineer and council on aging outreach worker, and accounting manager/analysts, excluding the secretary to the Mayor, secretary to the Police Chief, clerk to the Fire Chief, library pages, custodians, clerk of committees, assistant civil engineer, assistant treasurer-collector, wire inspector/alarm superintendent, park

superintendent, assessors, director of Veteran Services, Director of Human Resources, executive director of Council on Aging, director of inspectional services, treasurer-collector, city auditor, city clerk, public works superintendent, city planner, all employees represented in other bargaining units and all managerial, confidential, supervisory and casual employees and all other employees.

## **ARTICLE 2. ASSOCIATION REPRESENTATIVE TIME AWAY**

All A.C.H.E. bargaining committee members shall be granted reasonable time off during work hours to investigate and act on grievances, to attend negotiation sessions, and to correspond with the membership, without loss of pay. Permission for such time shall not be unreasonably withheld by the representative Department Head.

## **ARTICLE 3. MANAGEMENT RIGHTS**

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Employer's operations, working force and facilities are exclusively vested in the Employer. Without in any way limiting the generality of the foregoing, the Employer has the right to plan, direct and control the Employer's operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees for just cause, to evaluate employees, to determine the hourly, daily and weekly schedule of employment, the work tasks and standards, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively in the Employer.

Any and all rights, powers and authorities which the Employer had prior to entering into this collective bargaining agreement are retained by the Employer, except as modified by this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Employer which may not be granted or waived by the Employer under the statutes of the Commonwealth of Massachusetts.

Without limiting the Management rights expressed herein, the City shall have the right but not the obligation, when hiring employees, to set their pay at step one through four in the level/group applicable to the position.

## **ARTICLE 4. NON-DISCRIMINATION**

The City and the Association agree that they will not discriminate against any employee on the basis of race, color, religious creed, age, sex, national origin, handicap or sexual orientation as provided by law.

## **ARTICLE 5. UNION DUES**

During the life of this Agreement and in accordance with the terms of the form of authorization of check off of Union Dues hereinafter set forth in Appendix A, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-laws of the Association from the weekly pay of each employee who shall authorize it by the signing and furnishing to it of such check off dues form, and remit the aggregate amount to the Treasurer of the Association, together with a list of employees from whom said dues have been deducted. Such remittance shall be made on or about the 10<sup>th</sup> day of the month succeeding that in which the deductions were made. The Association will notify the Employer of the name and address of the Treasurer of the Association, (and such notification shall bear the signature of the President and Recording Secretary of the Association). The Employer shall be notified by the same method.

The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to the provisions of this Article.

The parties agreed that this contract may be reopened for the sole purpose of allowing remission of union dues to laborers International Union of North America.

## **ARTICLE 6. AGENCY SERVICE FEE**

Subject to the terms and conditions of M.G.L. Chapter 150E, Section 12, and the rules and regulations of the State Labor Relations Commission in connection therewith, bargaining unit employees who do not choose to become members of the Association and to maintain their membership in good standing shall be required, as a condition of employment during the life of this Agreement, to pay to the Association on or after the thirtieth day following the beginning of their employment or the effective date of this Agreement, whichever is later, an Agency Service Fee as set forth in Appendix B in an amount equal to the amount required to become a member and remain a member in good standing of the Association and its affiliates to or from which membership dues or per capita fees are paid or received.

The Association shall indemnify and save harmless the City of Melrose against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken by the City in connection with or pursuant to this Article.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

Any grievance, which may arise between the parties hereto, shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the specific provisions of this Agreement.

**STEP 1:** The employee, or a representative of the Association, shall take up the grievance with the employee's Department Head within seven (7) working days of the date of the grievance or of the date the employee first knew or should have known of its

occurrence. Such grievance shall be submitted in writing (A.C.H.E. Union Grievance Form, Appendix C) and shall set forth the facts relied upon, the section of the Agreement allegedly being violated, the remedy sought, and shall be signed by the grieving employee. The Department Head shall attempt to adjust the matter and shall respond to the employee with seven (7) working days after the submission of the grievance to him in Step 1.

STEP 2: If the grievance has not been settled in Step 1, it shall be taken up with the Mayor within seven (7) working days after the Department Head's response is due or received, whichever is earlier. Such grievance shall be submitted in writing (A.C.H.E. Union Grievance Form, Appendix C). The Mayor, or the Mayor's designated representative, shall meet with the Association within ten (10) days from the time the Grievance is presented, and the Mayor, or the Mayor's designated representative shall answer the grievance in writing within ten (10) days from the meeting.

STEP 3: If the grievance is unresolved, either party may, within fifteen (15) days after the reply of the Mayor is due or received, whichever is earlier, by written notice to the other, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of the arbitrator's authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The Employer and the Association shall share the expenses of such arbitration equally.

If a grievance involving disciplinary action is arbitrated and the arbitrator finds that the imposition of the discipline was not for just cause, the arbitrator shall have the power to order reinstatement and back pay, appropriate fringe benefits and other privileges which would have inured to the employee had the employee not been so disciplined for such period as the arbitrator may deem equitable from the time of the award back to the time of the disciplinary action. Any award, which provides for a reinstatement with back pay, shall provide that to be deducted therefrom shall be all earnings of the employee from gainful employment and all payments of unemployment compensation during the period of the disciplinary action. Earnings from a job in existence and worked regularly by the employee prior to the imposition of discipline shall not be deducted provided the employee would have received such earnings even in the absence of such disciplinary action.

No employee shall have the right to require arbitration, the right being reserved to the Association and the Employer exclusively.

Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed waiver of the grievance. Failure of the Department Head or Mayor to reply to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step.



## ARTICLE 8. PROBATIONARY PERIOD

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until the employee shall have completed six (6) months of active employment. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Employer, and any such action shall not be subject to challenge.

## ARTICLE 9. JUST CAUSE

### (A) Civil Service Employees

The Employer agrees that it will not demote, suspend, discharge or take other disciplinary action against employees covered under M.G.L Chapter 31 Section 41 without just cause.

### (B) Non-Civil Service Employees

The Employer agrees that it will not demote, suspend, discharge or take other disciplinary action against permanent employees who have passed their probationary period without just cause.

(C) A civil service employee covered under M.G.L. Chapter 31, Section 41 (i.e., one who has passed his/her probationary period) who is suspended or discharged shall be entitled to pursue his/her civil service remedies or his/her grievance and arbitration remedies but not both. The election shall be made within seven (7) days of receipt of notice of hearing of suspension or suspension, as the case may be, or notice of hearing of dismissal.

(D) Association Employees have **Weingarten rights** only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of his/her *Weingarten* rights; it is the employee's responsibility to know and request.

When the employee makes the request for a union representative to be present management has three options:

- (1) it can stop questioning until the representative arrives.
- (2) it can call off the interview or,
- (3) it can tell the employee that it will call off the interview unless the employee voluntarily gives up his/her rights to a union representative.

The representative has a right to assist and counsel workers during the interview.

The Supreme Court has also ruled that during an investigatory interview management must inform the union representative of the subject of the interrogation. The representative must also be allowed to speak privately with the employee before the



interview. During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics.

While the interview is in progress the representative can not tell the employee what to say but he may advise them on how to answer a question. At the end of the interview the union representative can add information to support the employee's case.

#### **ARTICLE 10. HOURS OF WORK**

1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week or per year.
2. The regular scheduled work week for employees who fill full-time roles in City Hall Operations shall be thirty (30) hours per week. The regular scheduled work week for full-time School Nurse roles in the Melrose Public Schools and Administrative and Engineering roles in the Department of Public Works shall be thirty five (35) hours per week. In the event of a lack of work, lack of money and or change of present working conditions, the Employers shall notify the Union thirty (30) days in advance so the parties may bargain the impacts of the changes.
3. The regular workday, for purposes of this Article, shall be the twenty-four (24) hour period beginning with the employees' regular starting time each day.
4. The Employer retains the right to establish and change for each employee the number of hours in the work day, the starting and quitting times, the number of hours in the work week, and the length of the work year provided, however, that no such change shall be made in an arbitrary or capricious manner.
5. Lunch shall be 60 minutes to be taken during the midpoint of the workday. The workweek shall remain at 30 hours per week, (unless changed in accordance with Article 10 (2). This provision is subject to appropriate changes to the Melrose Revised Ordinances.

#### **ARTICLE 11. EXTRA TIME, OVERTIME & CALL IN PAY**

##### **Section 1.**

Employees shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for all work performed in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, whichever is greater without duplication. Any employee who works on Saturday or Sunday shall be paid at the rate of one and one-half (1 ½) times his/her regular rate.

##### **Section 2.**

Whenever the words "extra time" are used in this Agreement, they shall mean the time during which the employee shall have been required to work in excess of their regularly scheduled hours but not more than eight (8) hours in one (1) day or forty (40) hours in one week.

### Section 3.

Extra time shall be paid at the employee's straight-time rate.

### Section 4.

It is recognized that the assignment of extra time and overtime work is the function of the Employer in keeping with its responsibility for meeting its obligations. Subject to the requirements of the Employer, such work will be assigned on an equitable basis to qualified, dependable employees who ordinarily perform such work in the normal course of their work week in accordance with their skills and familiarity with the work as determined by the Employer or its designated representative. The time from which an employee has been excused from extra time or overtime work shall be considered in determining whether, as to him/her, there has been an equitable division of extra time or overtime. The Employer or its designated representative shall keep records of the extra time or overtime worked. In the case of a grievance involving such records, they shall be subject to examination by the Association with the appropriate Department Head. Assignment of overtime and/or extra time as provided above shall first be on a voluntary basis. In the event that the Employer or its representatives determine that there are not a sufficient number of qualified volunteers, overtime and/or extra time shall be mandatory in the inverse order of seniority among the qualified employees.

### Section 5.

If an employee is called to work other than for the normal work schedule, he/she shall be paid for four (4) hours minimum at the rate of one and one-half (1 ½) times the regular rate of pay.

### Section 6. Essential Employees, Department of Public Works

Given the responsibilities of the Department of Public Works, and the need to respond to emergencies in our community (weather or otherwise) certain positions in the department are considered Essential and are expected to be available for overtime assignments. They include but are not limited to:

- Staff Engineer
- Senior Account Clerks
- Water-Sewer Billing Clerk
- Resident Services Representative
- Solid Waste/Recycling Coordinator

It is recognized that the assignment of overtime work is the function of the City in keeping with its responsibility for meeting its obligations to the citizens of the community. Employees covered by this agreement shall be expected to perform a reasonable amount of overtime work unless excused for good cause, to be determined by the Department Head.

When the Mayor declares a state of emergency overtime is mandatory. The City will give twenty-four hours' notice for planned overtime assignments when practically possible.

Essential Employees called into work during an emergency, or when other departments may be closed, will be paid over-time during their regularly scheduled work hours and for any additional hours in accordance with Section 1, Article 11. Members in other City departments who are required to work during an emergency shall be paid their over-time rate for hours worked while the emergency is in effect.

#### **ARTICLE 12. ITEMIZED DEDUCTIONS**

Association members will be paid weekly and an itemized voucher showing deductions made from weekly wages will be listed on the direct deposit advice.

#### **ARTICLE 13. DIRECT DEPOSIT**

The City shall have employee's wages sent directly to the banking establishment of the employee's choice.

#### **ARTICLE 14. SCHEDULES AND TUITION REIMBURSEMENT**

Employees shall be compensated in accordance with the pay schedule, classification schedule, and placement schedule attached hereto as Schedule A, B, and C.

Further the Employer shall reimburse an employee for tuition (and if funds are available, books, materials and registration) upon successful completion of department related studies, approved in advance by the appropriate department head and or City Administrator. Successful completion means no lower than a "C" grade in course which gives grades and a "pass" in a course which gives "pass/fail" grades. Said course must be completed through an accredited school.

The Employer agrees to fund up to Five Thousand (\$5,000) for the Association, which funds shall cover all of the employees for each contract year. Such funds shall be allocated to the Association for reallocation among employees on a needs basis to be determined by the Association.

#### **ARTICLE 15. LONGEVITY**

Except as hereinafter provided, additional compensation for continuous service with the City of Melrose shall be paid to regular full-time employees in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Lump-Sum Payment</u>
Five (5) years, but less than ten (10) years	\$ 775.00
Ten (10) years, but less than fifteen (15) years	\$ 975.00

Fifteen (15) years, but less than twenty (20) years	\$1,175.00
Twenty (20) years, but less than twenty-five (25) years	\$1,530.00
Twenty-five (25) years but less than twenty-nine (29) years	\$1,950.00
Twenty-nine (29) years or more	\$2,500.00

Permanent part-time bargaining unit employees, who work a scheduled twenty (20) hours per week or more, shall be entitled to longevity payments listed herein on a pro rate basis.

The determination of an employee's length of service shall be based upon the number of full years of continuous service, to be computed as of December 31<sup>st</sup> of the allowance year. Payment may be made at any time during December of each year except that an eligible employee shall receive a pro-rated longevity allowance when an employee terminates his/her employment with the City. Said proration shall be based upon the time from the proceeding December 31<sup>st</sup> of the allowance year to the date of his/her termination.

## **ARTICLE 16. SICK LEAVE, MEDICAL DAY, SICK LEAVE BANK & PERSONAL DAY**

### **Section 1. Sick Leave**

Regular full-time employees shall accrue sick leave at the rate of 1 1/12 days per month of service, maximum of thirteen (13) per year, one (1) of which shall be donated to fund a sick leave bank. Sick Leave accruals shall be prorated based on the numbers of hours worked per week. Any days used prior to completing six (6) months of service shall be paid back by the employee (deduction from paycheck) in the event that the employee quits or is terminated prior to completing six (6) months of service.

Days of sick leave, which are unused in any particular year, may be accumulated for use in any subsequent year up to a maximum accumulation of two hundred (200) days.

Upon receiving the maximum accumulation of sick leave all additional days shall be donated to the funding of the Sick Leave Bank, at which time any days of sick leave used during the subsequent year shall be subtracted from the maximum days. In no event will an employee be allowed to accumulate more than the maximum.

### **Examples (Assumes 200 maximum)**

- a. Employee has 192 days accumulated at the end of 16 years of service. They go into the 17th year with 200 (8 new days). If during the 17th year the employee is out sick 5 days, they would end the year with 195 days accumulated.
- b. Employee has 200 days accumulated after 17 years of service. They go into the 18th year with 200. If during the 18th year the employee is out sick 15 days, they would end the year with 185 days accumulation.

When absent by reason of claim of sickness or injury, an employee may be required, upon written request of his/her respective department head, to obtain a doctor's certificate, satisfactory to the City, verifying illness or injury before the employee shall be entitled to sick leave herein provided.

Whenever the employment of an employee covered by this Agreement is terminated by death or retirement, in accordance with M.G.L. Chapter 32, after twenty (20) or more years of continuous service in their Department such employee shall receive, subject to the conditions hereinafter provided, 25% of his/her unused accumulated sick leave days, up to a maximum of \$6,000. For the purpose of this section, a "day" shall mean 1/5<sup>th</sup> of the employee's regular weekly rate of pay at the time of said retirement or death.

#### Section 2. Medical Day

One (1) day per year per employee will be granted to employees for the purpose of providing medical support to immediate family members. This provision does not apply to an employee seeking medical attention for him/her self. Medical days as described in this section are not cumulative and will not be subtracted from earned sick days.

#### Section 3. Sick Leave Bank

(a) Effective January 1, 1994, a Sick Leave Bank (the "Bank") is hereby established for all permanent members of the Association's Bank, as defined below, whose accumulated sick leave has been exhausted due to a prolonged illness or injury.

(b) Once an employee accumulates a balance of twenty (20) days of sick leave as of December 31 of that calendar year, the employee shall, on January 1 of the next calendar year, be considered a "Permanent Member" of the Bank, and shall thereafter remain a member of the Bank and entitled to all benefits and subject to all the obligations thereof regardless of the number of sick days thereafter accumulated.

(c) Each permanent member of the Bank shall donate one (1) sick leave day each year to fund the Sick Bank, except in the case where an employee enters the new calendar year with the maximum accumulated sick days (200). In this case, the employee shall donate the entire thirteen (13) earned sick days for the subsequent year to the Sick Leave Bank for use by any permanent member of the bank. All part-time members of the Association working twenty (20) hours per week or more shall be included in this bank by means of relative percentage, which shall be computed by ratio comparison with the full time Association members.

(d) The sick leave bank shall be administered by a sick leave committee consisting of five (5) members. Two (2) members shall be designated by the Mayor and three (3) members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted, if any. All decisions shall be by majority vote.

The following criteria shall be used by the sick leave committee in administering the bank and in determining eligibility and amounts of leave:

1. Adequate medical evidence of serious illness,
2. Prior utilization of all eligible sick leave,
3. Propriety in use of sick leave, (Persons who have a history of using more than half of their sick leave on average may be denied use of the bank by the Committee),
4. Length of service.
- (e) The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- (f) No days may be withdrawn from the sick leave bank for use for any other illness other than a prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.
- (g) The initial grant by the Sick Leave Bank Committee shall not exceed fifteen (15) days per employee for each request.
- (h) Application for benefits shall be made in writing on the appropriate application form to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of recovery time.

#### Sick Leave Incentive

Members of the Association shall be reimbursed for unused sick leave, regardless of whether they are Permanent Members of the Bank, providing they are actively employed on December 31, in accordance with the following schedule. The schedule is to be recorded using the current year's sick leave days. The employees "accumulated" days from previous years begin being used after the current sick leave days are exhausted, therefore, will not be reimbursed under this program. Payments shall be made no later than February 15 of each year, commencing in January of 2004. Payments are based on the December 31 balance of unused days, accumulated on January 1 of that year.

Employees receiving payment hereunder shall not have their sick leave charged.

If employee uses:      less than 24.9% of available sick days = Receives  
\$50.00/day for remaining unused days

between 25% - 49.9% of available sick days =  
Receives \$40.00/day for remaining unused days

between 50% -74.9% of available sick days =  
Receives \$30.00/day for remaining unused days.

75% or more = zero reimbursement



In all instances, the applicable percentages shall be rounded down.

#### Section 4. Personal Leave

Members of the Association will be allowed to take three personal days per year. Personal Leave accruals shall be prorated based on the numbers of hours worked per week. All requests for personal leave must be submitted to the Department Head for approval a minimum of twenty four (24) hours prior to the requested leave, except in unforeseen circumstances.

If an employee is hired January 1 – April 30, the employee receives 2 personal days in that calendar year.

If an employee is hired May 1 – August 31, the employee receives 1 personal day in that calendar year.

If an employee is hired September 1 – December 31, the employee receives 0 days in that calendar year.

In the next calendar year, after hire, the employee will receive three personal days per year. Personal days must be used in the year they are earned; they will not be transferred to the next calendar year.

#### ARTICLE 17. FAMILY AND MEDICAL LEAVE ACT

This article will comply with the Federal Law, Family and Medical Leave Act. Employees are entitled to a leave of absence as provided by FMLA. Employees may utilize sick leave benefits and are entitled to twelve (12) weeks of unpaid leave. Health Care benefits will be continued during the leave in accordance with Article 18. The employee is responsible for paying the employee portion of the benefits. The employee will be restored to their position upon their return to work from the leave of absence.

#### ARTICLE 18. GROUP HEALTH AND LIFE INSURANCE

The City of Melrose offers comprehensive Health Insurance plans to benefit eligible employees. Please visit the Human Resources Department for information about Plan Options, Rates, Eligibility Requirements, Co-Pays and Enrollment.

#### **Employer/Employee Contribution**

The City will pay 84% of the premium for an HMO/PSO plan on a monthly basis while the employee will pay 16% of the total monthly premium. The City will pay 60% of the premium for the Indemnity Plan on a monthly basis, while the employee will pay 40% of the monthly premium.

The City requires 30 days advance payroll deductions for any new enrollment.



New employees may enroll in health insurance on the 1<sup>st</sup> day of the month after 60 days of initial employment. If an employee does not select a plan during this time, s/he must wait until the Annual Open Enrollment Period to join. This Open Enrollment Period runs from mid-April through mid-May of each year, with an effective date of July 1.

New employees are entitled to contributions from the City of Melrose during the 60 day waiting period. Please visit the Human Resources Department for information about the Hiatus Period.

Employees are required to submit Health Insurance information, name changes, change of address or changes in dependent status to the Human Resources Department.

#### **ARTICLE 19. FUNERAL LEAVE**

In the event of death in the immediate family of an employee, he/she shall be granted leave with pay at the straight-time rate on the day of the funeral if the funeral occurs on a workday, and for a maximum of two additional workdays falling between the day of death and the day of the funeral. "Immediate family" of an employee is defined as spouse, mother, father, son, daughter, grandparents, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or household member.

Further, an employee shall be granted leave with pay at the employee's straight hourly rate on the day of the funeral to attend the funeral of the following relative's: sister-in-law, brother-in-law, niece, nephew, aunts or uncles.

#### **ARTICLE 20. VACATIONS**

##### **Section 1. Eligibility**

1. All regular full-time employees shall be entitled to vacation pay, subject to the terms and conditions hereinafter provided, in accordance with the following schedule. Vacation accruals shall be prorated based on the numbers of hours worked per week.

Length of continuous service as of  
Anniversary date of employment:

Amount of  
Vacation

During the first year of continuous service  
(this vacation time does not accrue and cannot  
be used until the employee has completed six months  
of continuous employment)

One (1) week

New employees will receive additional vacation days in the month of their first year anniversary, with such vacation days to be used before the end of the calendar year, according to the following schedule:

<u>Anniversary Month</u>	<u># of days</u>
January	10
February	10
March	10
April	9
May	8
June	7
July	6
August	5
September	4
October	3
November	2
December	1

Thereafter the new employee shall receive his/her allotment of vacation days on **January 1** of each calendar year according to the following:

More than one (1) year or of continuous service but less than four (4) years	Two (2) weeks
More than four (4) year or of continuous service but less than eight (8) years	Three (3) weeks
More than eight (8) years or of continuous service but less than fifteen (15) years	Four (4) weeks
More than fifteen (15) years or of continuous Service	Five (5) weeks

Members of the Association will be allowed to carryover the equivalent of (7) days, up to a total of forty two (42) hours into the following calendar year, providing that the employee uses said time prior to June 30<sup>th</sup>, with the approval of the respective department head.

## Section 2. Scheduling

Vacations shall be scheduled by the heads of the respective departments and will be subject to the approval of your supervisor. Requests for three or more vacation days must be made in writing with seven (7) calendars day notice. The scheduling and approval of vacation will be in accordance with seniority amongst working units only when employees are requesting the same vacation time and submit them for review at the same time.

### Section 3. Rate of Pay

Pay for vacation shall be at the regular straight-time base rate of the employee at the time of taking his/her vacation, and shall be paid on the payday next preceding the start of his/her vacation.

### Section 4. Payment upon Termination

In accordance with Section 111E of Chapter 41 of the General Laws, whenever employment of an employee subject to this agreement is terminated during a year by dismissal through no fault or delinquency on the employee's part or by resignation, retirement or death, without the employee having been granted the vacation to which he/she is entitled under this article, he/she, or in the case of his/her death, his/her estate shall be paid, at the regular rate of compensation payable to him/her at the termination of his/her employment, an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made therefore.

## **ARTICLE 21. HOLIDAYS**

### Section 1. Eligibility

Every regular full-time employee in the employ of the City shall be paid one (1) day's pay at his /her regular straight-time hourly rate for each designated holiday, or for each day following a holiday when the holiday falls on a Sunday; such payment to be based on the number of hours regularly worked by him/her, on the day on which the holiday or day following occurs; provided, that such employee shall have worked or have satisfactorily presented him/herself for work, on the scheduled hours on the regular scheduled workday next preceding, and shall have worked the scheduled hours or have satisfactorily presented him/herself for work, on the day regularly scheduled workday next following the holiday, or the day following a holiday when the holiday falls on a Sunday.

In the event the employee did not work the "day before" and or the "day after" a holiday as herein before provided due to illness or injury, such requirements may be waived by the employee's department head or designee.

The decision of the employee's department head or designee whether or not to waive said requirement shall not be subject to challenge.

### Section 2. Designated Holidays

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Patriot's Day	3 <sup>rd</sup> Monday in April
Memorial Day	Last Monday in May
Good Friday	
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September

Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	
Wednesday before Thanksgiving	All offices close at 12:30 PM
Thanksgiving Day	
Friday immediately following Thanksgiving	
Christmas Day**	

\*\* Should Christmas Day fall on Thursday, all bargaining unit members will have Friday off with pay from work. Should Christmas Day Fall on a Tuesday, all bargaining unit members will have the Monday before off from work with pay.

Any days off in excess of the aforementioned fixed number of holidays, which days off may have been granted in the past, are the prerogative of the Mayor. In the event any such time off is not granted by the Mayor, such action is not challengeable.

In the event a designated holiday is observed on a Saturday, Sunday or other day which is not a regularly scheduled work day for the employee, the employee shall be given an additional day off or an additional days pay in lieu thereof at the discretion of the employee's department head. Such additional days off shall be taken at a time mutually agreed upon between the employee and the department head.

#### **ARTICLE 22. LEAVES**

Any request for a leave of absence, whether paid or unpaid, shall be submitted in writing to the employee's department head. Any such request shall be subject to the approval of the employee's department head and the Mayor. The denial thereof shall not be challenged.

#### **ARTICLE 23. MILEAGE ALLOWANCE**

All City employees who are eligible for and entitled to Mileage Reimbursement must complete a log of all miles traveled including related expenses for tolls, parking, etc. The City will reimburse for these expenses at the current IRS standards.

#### **ARTICLE 24. TEMPORARY ASSIGNMENT**

In the event that an employee is temporarily assigned by his/her department head to perform the duties of a person in a higher rated job and so performs such duties for a period of at least five (5) consecutive days, he/she shall receive commencing on the sixth (6<sup>th</sup>) day but retroactive from the first day, compensation for such service at the minimum of the job rate range of the higher rated job, or in the event such minimum is lower than the employee's then regular job rate, at the next step in the higher rated job as will be above the employee's then regular job rate.

Such compensation shall continue so long as the employee continues to perform the duties of the higher rated job. It is understood that upon return by the employee to his/her regular duties, the increase in compensation provided for in this Article shall

terminate. It is further understood that the aforementioned five (5) consecutive days requirement for the entitlement to the increase in compensation must be satisfied each time the employee is temporarily assigned to perform the duties of the higher rated job.

#### **ARTICLE 25. STRIKES**

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by such employee.

#### **ARTICLE 26. HARASSMENT**

No Department Head or employee shall at any time publicly degrade or make negative statements pertaining to abilities or intelligence of the employee.

A mutual level of respect shall be maintained at all times in order to ensure a high level of professionalism at City Hall.

It is the policy of the City to comply with applicable state and federal laws regarding equal opportunity in employment, and, in particular, laws prohibiting sexual harassment in the workplace. The following statement of the City's sexual harassment policy applies to all city departments other than the school committee, which has its own statement of policy.

Verbal or physical behavior toward a fellow employee of the City is forbidden if it constitutes unsolicited or unwelcome sexual overtures or conduct. Examples are sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct or communication is either an implicit or explicit term or a condition of employment, or is used as the basis for making employment decisions.

Any unwelcome or sexual conduct or communications which has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment is prohibited.

Sexual harassment can take the form of verbal abuse, such as sexual insults, sexually suggestive comments, demand for sexual relations, and sexual jokes. It may entail physical touching or horseplay. It may take the form of visual materials such as cartoons, pictures, or photographs. It can occur between men or women, men and men, or women and women. Any employee who believes that he or she is the subject of sexual harassment should immediately report the conduct to his or her supervisor, or the sexual harassment officer appointed by the Mayor. That person will investigate every complaint and attempt to facilitate a resolution. If the employee's supervisor or the sexual harassment officer is the source of the alleged harassment, the employee should report the problem directly to the Human Resources Director.

All reports of harassment will be investigated promptly and in an impartial and as confidential manner as possible. If an employee is found, after appropriate investigation, to have engaged in sexual harassment of another employee, he or she will be subject to disciplinary action, up to and including discharge, depending on the circumstances.

A written grievance should state the nature of the claim, the names of the employees involved, and the relief requested.

No employee will be subject to any form of coercion, intimidation, retaliation, interference, or discrimination for making a sexual harassment report.

City employees who are union members may also make their complaints directly to their union representative, who will then deal with the City.

City employees covered by the Civil Service Statute will be dealt with in accordance with the requirements of the statute.

## **ARTICLE 27. EFFECT OF AGREEMENT**

### **Section 1.**

This instrument constitutes the entire agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the Parties.

### **Section 2.**

The waiver of any breach of condition of this Agreement by any party shall not constitute a precedent with respect to future enforcement of all terms and conditions of this Agreement.

### **Section 3.**

No provisions of this Agreement shall be retroactive prior to the effective day of this Agreement unless otherwise specifically stated herein.

## **ARTICLE 28. LEGISLATION**

Should any of the terms and conditions of this Agreement be superceded or nullified or otherwise affected by any legislation, federal or state, City Ordinance, or Civil Service regulation, or should any provision of this Agreement be found to be in violation of any federal or state law, City Ordinance or civil service regulation by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 29. BREACHES AND DEFAULTS**

The failure of the Union or the City to insist upon a strict performance of any of the terms conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Union or the City may have and shall not be deemed a waiver of any subsequent breach of default in the terms, conditions, and covenants therein contained.

## **ARTICLE 30. DURATION AND RENEWAL**

This Agreement shall become effective June 27, 2016 and shall continue in full force and effect until June 28, 2019 subject to funding each year by the Melrose Board of Aldermen. Negotiations for a successor Agreement shall begin no later than thirty (30)



days, but in no event earlier than January 1, 2019, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Employer and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

### **ARTICLE 31. SENIORITY, REDUCTION-IN-FORCE, RECALL**

#### **Basic Concepts.**

##### **1. Seniority**

- a. Length of continuous service dating from the employee's most recent date of hire. An authorized leave of absence shall not destroy continuity of service, but shall not be counted in determining the employee's length of continuous service.
- b. Part-time continuous service shall be equated to its full-time equivalent.

##### **2. Reduction in Force**

Step 1. Review made of employees in the affected job classification in the department involved. Qualifications being equal, the least senior employee shall be declared excess.

Step 2. Employees declared excess in step 1 shall have the right to "bump" employees with less seniority in the same or lower job groups provided their qualifications equal or exceed such employees (no upward bumping).

Step 1 and 2 are subject to Civil Service Law.

##### **3. Recall**

- a. Employees who have passed their probationary period shall have recall rights to vacant position(s) in the bargaining unit in their same grade level or lower provided they are qualified to fully perform the duties and responsibilities of such position at the time of the recall (no training period other than reasonable familiarization training).
- b. The employees' right of recall, unless sooner terminated as hereinafter provided, shall be for one year from the date of their termination.
- c. Recall notices shall be sent by certified or registered mail to the employee's last known address as appearing on the records at City Hall (or hand delivered with receipt obtained at such address). The employees shall have ten (10) days from the date of such mailing (or delivery) to accept the recall. In the event the employee fails to accept the recall (except as hereinafter provided), all recall rights shall terminate.
- d. Seniority shall not accrue during the one year recall period.
- e. In the event they are recalled to a position in a lower grade or to a part-time position, or a temporary position, they shall have the right to refuse recall. They must still respond within the ten day period however, otherwise their recall rights shall terminate. After the third such refusal (lower grade and/or part-time or temporary position), their recall rights shall terminate.



- f. The right of recall, as herein provided, shall be subject to Civil Service Laws. For example, and without limitation, if another employee has the right to the position involved under Civil Service Laws, the right of recall provided hereunder is subject to such right.
- g. The decision as to whether the employee is “qualified” to perform the vacant job shall be the subject to challenge in arbitration.
- h. A copy of the notice of recall shall be sent to the Association.
- i. As between employees on recall the standard shall be “qualifications being equal”, seniority shall govern.

#### 4. Qualifications

- a. Qualifications as used in this Article shall cover the following factors: experience, skill, training, performance (documented), and disciplinary record (documented) for the most recent three (3) year period.

### **ARTICLE 32. SAVING CLAUSE**

If any article or section of this agreement, or any addendum thereto, should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court, the remainder of this agreement and addendum's shall not be affected thereby and shall remain in full force and effect.

### **ARTICLE 33. FUNDING**

This Agreement is subject to its funding for fiscal year 2014. The Mayor shall submit an appropriation to fund the cost items of the Agreement within thirty (30) days of the date of execution of this Agreement.

### **ARTICLE 34. SCHOOL AND PUBLIC HEALTH NURSES**

The parties agree that all attached addendums, side letters, and memorandums of agreement shall govern the Nurses.

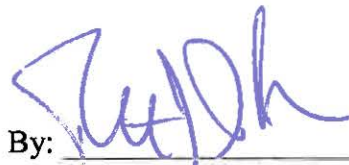
### **ARTICLE 35. PART-TIME EMPLOYEES**

In the case of a permanent, part-time employee, said member of the Association shall be paid on a pro-rated basis in accordance with the schedule in place for full-time members of the Association. In order to be eligible for Retirement and other benefits, part-time employees must work a minimum of twenty (20) hours per week for the City of Melrose. Employees working less than twenty (20) hours per week are not entitled to any of the benefits covered under this Agreement.

Signed this 15<sup>th</sup> day of November, 2016

By: 

The Melrose Association of City Hall Employees  
MA Laborers District Council  
Laborers Local 272 Natick, MA

By: 

Robert J. Dolan  
Mayor  
City of Melrose

**SCHEDULE A**  
**JOB CLASSIFICATION**  
**Revised November, 2016**

**Group 15**

Senior Health Inspector (Public Health)

**Group 14**

Staff Engineer (DPW)  
School Nurses, Middle School and High School  
Assistant Planner (Planning)  
Accounting Manager/GIS Analyst (Planning)

**Group 13**

Junior Civil Engineer (DPW)  
School Nursing Supervisor (Public Health)  
School Nurses (Public Health)  
Public Health Nurse (Public Health)  
Health Inspectors

**Group 12**

Election Administrator (Election/City Clerk)  
Payroll Administrator (Auditors)  
Office Administrator (DPW)

**Group 11**

Head Clerk (Treasurer/Collector)  
Payroll Coordinator/Treasury Clerk (Treasurer/Collector)

**Group 10**

Head Clerk (Assessors)  
Executive Secretary (Parks/Mt. Hood)

**Group 9**

Administrative Assistant (Health)  
Administrative Assistant/Program Coordinator (Council on Aging)  
Secretary (Planning)  
Principal Clerk/Secretary (Council on Aging)  
Principal Clerk/Secretary (Inspection Services)  
Senior Account Clerk (Treasurer/Collector)  
Head Clerk (City Clerk)  
Senior Account Clerk (Auditors)

**SCHEDULE A**  
**JOB CLASSIFICATION**  
**Revised November, 2016**

**Group 9** continued

Senior Account Clerk (DPW)  
Solid Waste-Recycling Coordinator (DPW)  
Billing Machine Operator (DPW)  
Resident Services Representative (DPW)  
Information Technology Support Specialist  
Senior Account Clerk (Assessors)

**Group 8**

Secretary (DPW)  
Senior Clerk (City Clerk)  
Clerk (Cemetery)

**Group 7**

Outreach Worker (Council on Aging)  
Clerk (City Clerk)  
Clerk (Public Health)

**ADDENDUMS, SIDE LETTERS, MEMORANDUMS OF AGREEMENTS**