

**AGREEMENT BETWEEN THE
CITY OF SALEM**

AND THE

**AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES**

AFL - CIO, LOCAL 1818



**INCLUDES ALL AMENDMENTS
THROUGH JUNE 30, 2024**

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**AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

AFL - CIO, LOCAL 1818

OFFICERS:

President:	Melissa Mojica
Vice-President:	Heather Lyons-Paul
Treasurer:	Sarah Sosnowski
Secretary:	Elizabeth Gagakis

EXECUTIVE BOARD:

Suzanne Darmody
Timothy Richter
Daniel Stanwood

STEWARDS:

Officers and Executive Board

STAFF REPRESENTATIVE

Daniel Cocuzzo

INTRODUCTION:

This Agreement entered into by the City of Salem (City) and Local State Council 93, Local 1818 American Federation of State, County, and Municipal Employees AFL-CIO (Union), has as its purpose the continuation of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing the wages, hours, standards of productivity and performance, and other terms and conditions of employment for all regular, full-time and part time employees of the City in the following units:

A) UNIT 1; Service Maintenance Unit

All regular non-professional employees of the City employed in service maintenance classifications and/or positions in the following municipal departments and/or divisions:

Public Services: Cemetery, Park, Public Property, Street, Water, Central Motor Equipment, and Cross Connection Technician; Recreation, Parking, Meter Control, Custodians, Library, Council on Aging, Electrical, Health, Moth Suppression and Shade Tree.

B) UNIT 2; Clerical-Administrative Unit

All regular non-professional employees of the City, employed in clerical-administrative positions and/or classifications in the following municipal departments and/or divisions:

Auditing, Assessors, Cemetery, Central Motor Equipment, City Clerks Office, Code Enforcement Officer, Collector's Office, Council on Aging, Civil Defense, Fire, Harbormaster, Health Department, Licensing, Park Department, Police Dispatchers, Purchasing, Public Property, Public Services Streets, Public Services Water, Recreation, Retirement Board, Treasury, Veteran's Services, Parking Fines, Weights and Measures.

C) UNIT 3; Health Department Unit

All regular employees of the City employed in its Health Department in the following classifications and/or positions:

Inspector, Sanitarian, and Health Nurse.

D) EXCLUDED from the three Units are the following:

The Auditor, the Assistant City Treasurer, the Assessor, the City Clerk, the Assistant City Clerk, the Collector, the Cemetery Manager, the City Electrician, the First Deputy Collector, the GIS Administrator, the Health Agent, the IT Director and all employees in the IT Department, the Superintendent of the Park Department, the Superintendent of the Moth Suppression and Shade Trees, the Superintendent of Public Buildings, the Plumbing Inspector, the Purchasing Agent, the Superintendent of Streets and Sewers, the Street and Sewer General Foreman, the Head Electrician, W.P.S. Operator, General Foreman in the Water Department, the Veteran's Agent, the Sealer of Weights

and Measures, the City Treasurer, the City Engineer, all employees of the Mayor's Office, including the City Messenger, the Dog Constable and all other constables, all employees in the Engineering Department, all Supervisors, all elected and appointed officials, all general foremen, all executive officers, the Principal Clerk (Police), and the Sr. Clerk (Police), Executive Secretary to the Fire Chief, and all other employees of the City.

E) NON-COLLUSION

The City will not aid, promote, or finance any labor group or organization or make any agreement with any such group or individual for the purpose of undermining the Union.

F) CHECK-OFF

The City agrees that from and after receipt of written authorization in the form set forth herein and prior to the proper revocation thereof it will credit weekly from the salary of the members executing said authorization the amounts designated therein as Local 1818 dues and initiation fees. Any such deduction of such dues and initiation fees shall continue only during the effective dates of collective bargaining agreements between the Union and the City containing this or similar provisions. The sum representing such weekly dues and initiation fees shall be remitted by the City to the Treasurer of the Union. The Union agrees that it will indemnify and save the City harmless and all liabilities, claims, and/or legal responsibility resulting from the provisions of this section.

**ARTICLE 2
DISCRIMINATION AND COERCION**

A) There shall be no discrimination by the City or agents of the City against any member because of his membership in the Union. The City further agrees that there will be no discrimination against any member for his adherence to any provisions of this Agreement.

B) It is agreed there will be no discrimination by the Union, its officers or members against any member for non-membership in the Union, nor will the Union interfere, restrain, or coerce bargaining unit members or attempt to do so, because a member refused and/or failed to participate in Union activities.

**ARTICLE 3
PROHIBITION OF STRIKES**

A) No member covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, or withholding services.

B) Should any member or group of members covered by this Agreement engage in any strike, work stoppage, or withholding of services, the Union, at the request in writing of the City, shall take reasonable means to induce such member or group of members to terminate the strike, work stoppage, or withholding of services, and return to work.

C) The City will not intentionally lock out members from any work site, unless the safety of members, City property, City equipment, or the public is endangered. The City will not institute a lock

out without prior notice in writing to the Union, and the City will not invoke this Section prior to an illegal or prohibitive action by a member or group of members, within the framework of this Article.

D) Any member who participates in or promotes a strike, work stoppage, slow down or concerted failure or refusal to perform assigned work within the meaning of this Article may be disciplined up to and including discharge by the City, and only the question of whether the member did in fact participate in or promote such actions shall be subject to the Grievance and Arbitration Procedure.

ARTICLE 4 CIVIL SERVICE - JOINT REVIEW COMMITTEE

The parties to this Agreement hereby express their joint intention to continue their harmonious relationship; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communications between the parties; to consider the formulation of work rules; to insure the safety and physical well-being of members; to discover and remain aware of new safety techniques and procedures; to consider the proper interest of bargaining unit members and the conditions under which they perform their duties by giving the member an effective voice in the development, evaluation and improvement of those conditions; to assist in providing the City with the best, safest, and most effective municipal operations.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a basis and means for informal mutual expression and meaningful discussion.

THEREFORE, the parties to the Agreement hereby establish the Joint Review Committee which shall consist of four (4) members as follows:

- (1) The President of Local 1818,
- (2) A member of Local 1818,
- (3) The Mayor of Salem or his designee, and
- (4) The City Engineer or his designee.

A) The Joint Review Committee, as required, shall meet once every month at a mutually convenient time to consult as provided herein.

B) The parties agree that at least one (1) week prior to the date scheduled for the meeting of the Joint Review Committee described above, Local 1818 and the City will exchange a written agenda of the subjects about which they desire to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

C) The parties agree that the provisions of this Section will in no way broaden the scope or application of the Agreement and that nothing in this Section shall make any matter a grievance which would not be a grievance in the absence of these provisions, or any matter a mandatory subject of bargaining which is normally permissive in nature.

D) Agreement reached in the consultations shall be reduced to writing, signed by the members of the Joint Review Committee and submitted to the Union and the Mayor of Salem.

ARTICLE 5 SENIORITY

- A)** The length of service of the member within the bargaining unit shall determine the seniority of the member. Members with Civil Service status for their present position shall have preference in items affecting layoff and recall.
- B)** The principle of seniority shall be a factor in all cases of promotion within the bargaining unit, reassignment, decrease of the working force as well as preference in assignment to shift work and choice of vacation period.
- C)** If a member is laid off, he or she may bump laterally or down only; provided he or she has seniority and is qualified to perform the essential functions of the position.
- D)** Seniority for promotion shall first be considered on a departmental basis. If there is no eligible member within the department, then the job will be posted in other departments.
- E)** An AFSCME 1818 member who voluntarily leaves his or her position within Local 1818 for employment outside of the bargaining unit will lose his or her previous seniority if he or she should be rehired back into Local 1818. He or she, upon rehire, will be treated as a new member of Local 1818.

ARTICLE 6 JOB POSTING AND BIDDING

- A)** When a position covered by this agreement becomes vacant, such a vacancy shall first be posted, in a conspicuous place, within the departments where bargaining unit employees work, listing the pay, duties and qualifications of the position. The vacancy shall remain open and posted for (7) days. All Members who apply, shall apply in writing within the seven (7) days of the posting. In the event there are applicants from within the department, the City shall complete its consideration of said applicants, in accordance with this Article, within thirty (30) days from the conclusion of the posting period.
 - A.1)** When a position becomes vacant, the City and the Union agree to review the job description for the position prior to posting, with the Human Resources Director, the Department Head or his or her designee, and the president of the Union or his or her designee, in order to determine and agree upon any modifications to the job description, on an as needed basis.
 - B)** The senior full-time member applicant will be given preference for appointment, provided his/her qualifications at least equal the qualifications of other member applicants. In any grievance proceedings involving this Article, the burden of proof shall be on the Union to show that the member not appointed had qualifications at least equal to the applicant appointed by the City.
 - C)** In the event that there are no member applicants who have the qualification, the City may award the position to a person outside the bargaining unit. In any grievance proceedings involving this paragraph, the burden of proof shall be on the Union to show that the member applicant not appointed possesses the qualifications to perform this job.
 - C.1)** A newly hired member will be paid at Step 1 of the salary schedule, unless agreed upon between the City and the Union.

D) For the purposes of this Article, the qualifications to be considered for appointment; promotions shall include knowledge, education, skills, current performance, attendance, demonstrated willingness to handle increased or varied responsibilities, and seniority. For all Civil Service promotions, the City shall abide by Massachusetts General Laws Chapter 31.

E) In the absence of management staff (department head, assistant director or general foreman) for more than two (2) days, management staff and/or the Mayor may assign such duties to other management staff or assign a replacement from within the bargaining unit to assume the duties and responsibilities of the position. If a replacement comes from within the bargaining unit, the replacement shall be the most senior, qualified employee in the highest level position in the department, excluding management (department head, assistant department head, and general foreman). The replacement shall be compensated at a rate to be negotiated not to exceed the salary of the management staff to be replaced and no more than twenty (20%) above the employee's existing salary. The cost associated with any such assignment shall be borne by the department's operating budget. In the event the department budget is insufficient, no assignment shall be made until alternative funding is authorized by the Mayor.

E.1) While working in upgraded positions within the bargaining unit for a minimum of four (4) consecutive hours, members shall be paid commensurate with the work they are performing. The absence of a higher grade employee does not mean or require a lower grade employee will assume the higher grade title or responsibilities. No employee will be paid at the higher pay rate unless such assignment to the higher grade is approved by the department head or his/her designee. In accordance with this agreement, once approved, the department head shall offer the upgrade to the most senior, qualified unit member holding the highest level position which is lower than the position being filled.

E.2) With respect to subsection E, above, if no assignment occurs, the duties and responsibilities of the vacant position will not be performed by bargaining unit employees. In the event under Section E.1, above, if no assignment occurs, the duties and responsibilities of the vacant position will not be performed by any employee.

F) The City shall, within twenty-one (21) days of a position becoming vacant, give notice to the union as to if and when the vacancy is to be posted.

ARTICLE 7

WORK SCHEDULE

A) The normal work schedule for members covered by this Agreement will be five (5) consecutive days, Monday through Friday, subject to Article 22.

B) Special work schedules which differ from the above may be maintained during the life of this Agreement, but no work schedule shall be changed except after notice to, and consultation with, the Union.

C) The daily work schedule for City Hall and City Hall Annex (93 Washington Street and 98 Washington Street, respectively) and off-site departments including Electrical, Department of Public Works, and Park and Recreation shall be from 8:00AM to 4:00PM on Monday, Tuesday, and Wednesday, from 8:00AM to 7:00PM on Thursday, and from 8:00AM to 12:00PM (noon) on Friday. The City, at its option, may revert to the previous schedule upon sixty (60) days' notice to the Union.

Based upon the current schedule, employees working at City Hall and the City Hall Annex shall receive one 15-minute break and a one-hour lunch break on Monday, Tuesday, and Wednesday; two 15-minute breaks and a one-hour lunch break on Thursday.

D) The work schedule for all laborers and other full-time employees of the DPS shall be from 7:00AM to 3:00PM, with a lunch period provided on the site. The City, at its option, may revert back to the previous schedule upon sixty (60) days' notice to the Union. No employees should be back to their base location before 2:40 pm unless approved by the DPS director or his designee. At that time, interior of their assigned vehicles will be cleaned and gas tank filled with fuel by employees prior to leaving.

One 15-minute break is allowed in the mornings. This 15-minute break includes all of the time required for the break, including travel time, time in store and actual "break" time.

One 25-minute lunch break with lunch usually at the job site is allowed. However, as with the morning break, if lunch is to be purchased the total time should not exceed 25 minutes.

E) In the event of an unplanned absence from work, the employee must leave a message (text, voice, or email as directed by employee's supervisor) with the department head or his/her designee to provide notification of this absence.

ARTICLE 8 PAY CLASSIFICATION

A) The pay and classification plan shown as Appendix A and attached hereto shall remain in effect during the term of this Agreement.

Effective July 1, 2021 (retroactive)*:
Increase of 2% on the base salary as of June 30, 2021

Effective July 1, 2022
Increase of 2.5% on the base salary as of June 30, 2022

Effective July 1, 2023:
Increase of 2.5% on the base salary as of June 30, 2023

Effective June 30, 2024:
Increase of 0.5% on the base salary as of 7/1/2023

* Employees who have left City employment before the execution of the MOA (May 31, 2022), for any reason other than retirement, shall not be entitled to any retroactive increases provided, above.

A.1) Upon execution of the MOA (5/31/2022), the City will provide all current bargaining unit employees with a lump sum payment of \$1,000.00

B) Beginning August 1, 2019, the following hourly increases for new license requirements added to updated job descriptions for the positions within the Department of Public Services (Unit 1) in accordance with the Attached Licensing Plan negotiated by a joint City-Union committee shall be in

effect:

CDL A.....	\$0.50 per hour	H1B.....	\$0.50 per hour
CDL B.....	\$0.10 per hour	H2B.....	\$0.15 per hour
Tanker Endorsement.....	\$0.10 per hour	H3A.....	\$0.25 per hour
Passenger Endorsement.....	\$0.10 per hour	AC.....	\$0.10 per hour

These increases will only apply to newly required license requirements and will not be provided to employees whose job description already required them. Employees shall have 18 months from contract execution (3/20/2019) to comply with the new licensure requirements, except in the case of the CDL A, in which case, the employees shall have 24 months from contract execution (3/20/2019) to obtain. Employees will begin receiving hourly rate upgrade above upon submission of written proof of licensure beginning 8/1/2019. Failure to obtain the newly required licenses within the timeframes listed above may result in reassignment and potentially a reduction in rank/pay with the newly open position then being advertised pursuant to Article 6. Prior to any reassignment, the Union and the City agree to meet and discuss any employee's failure to achieve licensure in accordance with the above requirements.

The City and the Union further agree that the job descriptions affected by the Licensing Plan shall be modified to include the additional licenses detailed therein as determined by the joint committee as well to delete the licenses no longer deemed required by the committee.

C) Effective July 1, 2019, the parties agree to eliminate the position of Library Custodian from the pay and classification plan and move the incumbent in the position to Foreman at the higher rate of pay as of July 1, 2019.

D) Each member's anniversary date shall be the eligibility date for any and all step increases. No other date shall have any significance in regard to step increases or any other benefits. However, when a member is promoted from one job to another, he or she shall move to the step in the new grade which represents a minimum of a four (4%) percent increase and the date of promotion shall govern all step increases thereafter. Requests for position upgrade shall be addressed during negotiations for successor agreements unless a member is working out of grade on a permanent basis and then the contract shall be re-opened for that purpose.

E) The City agrees to ensure members who are assigned to the Tree Truck and are performing duties consistent with that assignment will receive requisite training for that assignment. The City agrees a member, once trained and licensed to perform those duties, and subsequently assigned in that capacity will be compensated as such, in accordance with the AFSCME Local 1818 Salary Schedule, for the number of hours worked in such assignment, notwithstanding the provisions of Article 22, Section G.

F) Effective January 1, 2013, all members agree to Direct Deposit for their weekly paycheck, so long as all employees not covered by a collective bargaining agreement are **REQUIRED TO ENROLL IN DIRECT DEPOSIT AS OUTLINED IN THIS SECTION**. If the members of all other collective bargaining units in the City and all other employees not covered by a collective bargaining unit are not enrolled in Direct Deposit by June 30, 2014, the City agrees to allow members the option to not comply with this Section. Individual requests to opt out may be presented to the Human Resources Director. Valid reasons for opt out shall not be unreasonably denied.

ARTICLE 9 OVERTIME

A) Members covered by this Agreement shall be paid overtime at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) hours in one day and forty (40) hours in one week. In the event of a declared snow or other emergency, hours worked in excess of 18 consecutive hours in a single day shall be compensated at a rate of double-time (2 x the employee's regular hourly rate). Employees must receive prior authorization from the Department Head or his designee to remain on the job in excess of 18 hours in order to be entitled to receive compensation at the double-time rate. The double time rate shall remain in effect until the employee either leaves the workplace to return home or the Mayor and/or the Department Head (or his designee) declares the emergency over.

A.1) Members covered by this Agreement who regularly work a 35 (thirty-five) hour week shall be paid overtime at the rate of time and one-half (1 1/2) for all hours worked in excess of seven (7) hours in one day and thirty-five (35) hours in one week. If the work week for the members referred to in this Section is ever modified from thirty-five (35) hours to forty (40) hours, then the provisions of this Section regarding overtime payment will not apply. Overtime shall be measured in intervals of one-quarter (1/4) of an hour for payment purposes. Employees who report to work for non-scheduled overtime shall be to the nearest quarter hour for the reporting and quitting times.

A.2) Any member who, based on his or her position within the union, is required to participate in the random DOT testing outside of his or her regular shift will be paid on (1) hour of overtime to complete such testing. If the testing lasts longer than one (1) hour, the member will be paid overtime in increments of fifteen (15) minutes. The provisions of Section B do not apply to overtime paid in accordance with this Section.

B) Any member called back to work on the same day after having completed his assigned work and left his place of employment and before the next regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) per hour for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay when such recall is made after 12:00 midnight or on Saturday or Sunday. A member is not considered to have been 'called back' if the overtime is planned in advance of the member leaving his place of employment. The current practice of paying a four hour minimum on planned overtime when such overtime occurs after midnight or on Saturday or Sunday shall remain in effect for 40-hour per week members.

B.1) The provision of Section B regarding a guaranteed minimum of four (4) hours' pay shall not apply when an employee is given notice of an overtime opportunity during a shift to report early to his or her future shift.

C) Members shall not be required to take time off for any overtime worked.

D) Overtime shall be equally and impartially distributed among members in each department who are capable of doing the work. With respect to distributing overtime among DPS employees, overtime shall be equally and impartially distributed among members in each of the designated DPS work groups (Parks, Buildings and Open Space; Cemetery; Shade Trees; Public Services; Water & Sewer; and Motor Pool) who are capable of doing the work. When in the case of extreme emergencies it is necessary to call members from other areas to aid and assist, such members shall be returned to their own groups/departments when the work load lessens.

In those Departments in which overtime is necessary, there will be a rotating system for overtime

assignments within each classification.

For the purpose of equalizing overtime, members who refuse overtime assignments shall be placed at the end of the overtime call list. A member shall be considered to have refused overtime in any one of the following circumstances:

- 1) the City contacts that member and he/she refuses overtime;
- 2) the City attempts to contact the member and after 5 minutes is unable to do so;
- 3) the City leaves a message on an answering machine and the call is not returned within 5 minutes; and
- 4) if contact is attempted after midnight and any person within the member's household indicates that the member is unable to perform overtime duties.

No member who has worked in excess of sixteen (16) consecutive hours shall be charged for refusing overtime until they have had at least an 8 hour rest period, non-mandatory.

It is agreed that sick, holiday, personal and vacation days are days worked for purposes of computing overtime. Members who call in sick may be ineligible to work overtime until they have worked at least one shift.

No member will be required to work in excess of sixteen (16) hours in one twenty-four (24) hour period.

E) The City shall keep records reflecting the number of overtime opportunities accepted and refused by each employee. The City shall maintain these records on a calendar year basis. In cases of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Department Head. The City agrees to post the overtime list in the Public Services Department divisions on a weekly basis, and update the overtime list on a daily basis.

F) In the event that a member is on-call for overtime opportunities, but not compensated as such, then that member shall not be subject to discipline for failure to be available for overtime.

G) After January 14, 2008, all new members and members transferring to a different department, when added to the overtime list will be given the maximum number of opportunities on the list plus one (1) opportunity to start.

H) Effective July 1, 2010, a member out of work due to a work-related injury and receiving workers' compensation will be treated as if he or she was on sick leave. If the member is on workers' compensation for more than ninety (90) days and subsequently returns to duty, then he or she shall be placed on the appropriate overtime list at the maximum number of opportunities worked by a member of the returning worker's division or department plus one (1) opportunity.

I) The parties agree to pilot a one-year trial, to be effective from the date of execution (3/20/2019) through December 31, 2019, whereby the City will keep records of overtime acceptances and refusals in the form of the number of opportunities accepted and refused rather than the number of hours accepted and refused. For this one-year period, the above changes to Sections E, G and H shall be in effect. If, on the basis of this trial, the parties do not agree to continue with tracking the number of opportunities versus the number of hours worked with respect to overtime, the language contained in Article 9 Sections E, G and H as of June 30, 2017 shall be in effect as of January 1, 2020 and the parties will return to tracking the number of hours. If the parties agree to continue with tracking the number of opportunities rather than the number of hours, the new language above shall apply going forward and be incorporated into the parties' agreement.

**ARTICLE 10
SHIFT DIFFERENTIAL**

- A)** For shifts other than the present day shift, it is agreed that an additional nine (9%) percent will be the premium paid for that work shift.
- B)** The aforementioned nine (9%) percent will be the premium for any shift that starts on or after 2:00PM.
- C)** All shifts which commence on or after 11:00PM on Friday and conclude on or before 11:00PM on Sunday shall be considered a weekend shift. Members working said shifts shall receive additional compensation at the rate of fifty cents (.50) per hour.
- D)** Any shift that extends beyond eight (8) hours in any one day on a regular basis, not involving overtime, shall be paid at a premium of nine (9%) percent for all hours after eight (8) in that day.

**ARTICLE 11
UNION REPRESENTATION**

- A)** A written list of Union Stewards and other Representatives shall be furnished to the City and the Department Heads and the Union shall notify the City of any changes.
- B)** The steward and one (1) Union Officer shall be granted reasonable time off during working hours to investigate and settle grievances. The term "reasonable" is intended to mean acceptability to both the Union and the City. At the President's discretion, and when the Business Agent is unavailable, union officers will be granted time off during working hours to attend pre-scheduled meetings with the City or its representatives.
- C)** The two selected Representatives of Local 1818 may be allowed to attend Union meetings of state and national conventions without loss of pay. Two days will be allowed for the state convention and a length of time not to exceed five (5) man days for the national convention. Total Union business leave shall not exceed nine (9) man days per fiscal year. A written notice prior to the start of such conventions will be given by the representative selected to attend such meetings to his department.

**ARTICLE 12
HOLIDAYS**

- A)** The following days occurring within the scheduled work shall be considered to be paid holidays for members covered herein:

New Year's Day, Martin Luther King Day Washington's Birthday, Good Friday (1/2 day), Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving to be a non-premium day and compensatory time to be given in lieu of working, ½ day December 24, Christmas, ½ day December 31.

- B)** Regardless of schedule, all members shall receive the equivalent of a full day's pay (or ½ day for

those holidays so designated) at the straight-time rate for the holidays designated in Section A, above. If a holiday occurs on a working day within a member's vacation period, he/she shall not be charged for a vacation day for that day and shall receive holiday pay in lieu of being charged for the vacation day. Any member required to work on a regular holiday shall receive one and one-half (1 1/2) day's pay in addition to the holiday pay.

C) For any of the above holidays, which fall on a weekend day or fall on a member's normal day off, such holiday shall be observed in accordance with the holiday list as published annually by the Human Resources Director and shall be paid in accordance with Section B, above. When compensatory time is granted under Section A of this article, such compensatory time will be taken within sixty (60) days of the actual holiday.

D) Any member called in to work on a holiday will be guaranteed a minimum of four (4) hours pay at time and one-half (1 1/2).

E) The above sections A through D shall not apply to police dispatchers working a 4 and 2 schedule and the following shall apply:

1. The following are considered paid holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas.
2. Holiday pay shall be eight (8) hours pay at straight time. Dispatchers required to work on any of the holidays listed in subsection 1, above, shall receive one and one half (1 ½) days pay in addition to the holiday pay.
3. Dispatchers required to work on Thanksgiving Day, December 25, or January 1 shall also receive one (1) additional vacation day to be credited to their vacation leave balances.

ARTICLE 13 VACATIONS

A) Members shall be entitled to two (2) weeks vacation after such member's fifty-two (52) weeks of continual employment. First year members receive a pro-rata share of ten (10) vacation days based on his or her date of hire, with a pro-rata share added at the end of each month. For example, a member starting on July 1 received five (5) vacation days for the first year (.83 days per month). On January 1, following his or her date of hire, he or she receives ten (10) vacation days. Vacation may be taken after twenty-six (26) weeks of continual employment, but shall be attributable to such member's first fifty-two (52) weeks of employment. Parties agree that the 26-week requirement may be waived at the discretion of the Department Head after consultation with the Human Resources Director. A member is eligible for three (3) weeks of vacation after (5) years of continuous service. A member is eligible for four (4) weeks of vacation after ten (10) years of continuous service. A member is eligible for five (5) weeks of vacation after twenty (20) years of continuous service. In all cases of vacation eligibility dates, the eligibility date shall be the anniversary date of the individual member; no other date shall be material to the computation of vacation benefits or eligibility.

B) Upon termination of employment the member shall receive payment equal to the amount of vacation pay he has earned to that date (pro-rated). If termination is caused by death such payment shall

be made to the member's legal beneficiary.

C) Members may be permitted to carry-over two weeks vacation to a maximum of seven (7) weeks, at the reasonable discretion of the City.

D) Notice of a member's intended use of vacation leave shall be provided to the Department Head no less than one week prior to planned vacation leave unless an emergency requires use of vacation leave. Members may utilize vacation leave in no less than quarter hour (15 minute) increments.

E) Members shall accrue vacation leave on a monthly basis. The City agrees to allow a member's vacation leave to negatively accrue by not more than ten (10) days, provided member's vacation accrual is equal to zero (0) or greater on or before December 31 of the same year. If an employee leaves employment for any reason while maintaining a negative vacation balance or has a negative balance at the end of the calendar year, the City shall deduct the amount of any advanced vacation days from the employee's final pay check.

ARTICLE 14 SICK LEAVE

A) After thirty (30) days service each member shall be credited with sick leave pay at the rate of one and one quarter (1 1/4) days per month worked. Sick leave may be accumulated to a maximum of 180 days. Any accumulation which present members had on June 30, 1988 shall be retained.

B) Sick leave shall be granted for sickness or injury in the immediate family or for an elderly relative living with the member. For absence due to illness in excess of three (3) absences in any one calendar month the City may require, for purpose of additional evidence, a certificate from a physician.

C) Members absent because of an industrial accident may, if they so desire, draw from their sick leave credits, to make up the difference between the payment of compensation and their full week's pay.

D) With the final check in each year, the City shall furnish to the member the amount of accumulated sick leave.

E) Any member receiving workmen's compensation shall not earn or accumulate sick leave for the period during which such member is receiving workers' compensation, except for the period when such member is simultaneously receiving sick leave benefits.

E.1) In accordance with Massachusetts General Law, Chapter 152, Section 29, no compensation pursuant to section 34 or 35 of the Workers' Compensation Statute (total or partial disability) shall be paid for any injury which does not incapacitate the member from earning full wages for a period of five or more calendar days. If incapacity extends for a period of twenty-one days or more, compensation shall be paid from the date of onset of incapacity. If incapacity extends for a period of at least five but less than twenty-one days, compensation shall be paid from the sixth day of incapacity.

Members absent from work because of an industrial accident may, if they desire, draw from their accrued sick leave to make up the difference between payment of worker's compensation and their full week's pay. Worker's compensation is calculated at sixty (60%) percent of a member's salary, and the use of sick leave will make up the forty (40%) percent difference.

F) Sick leave shall not be used in any quantity less than one-half (1/2) of a working day, unless a member becomes ill while working, in which case sick leave shall be charged on an hour for hour basis.

G) In all cases of sick leave eligibility dates, the eligibility date shall be the anniversary date of the individual member; no other date shall be material to the computation of sick leave benefits or eligibility.

H) Upon the member's retirement, voluntary or involuntary, or upon a member's death he (or his heirs at law, if he is deceased) shall be reimbursed in a lump sum payment at the pay rate pertaining to his rank at the time of his retirement or death for all accumulated sick leave, to a maximum of ninety (90) days. For members hired after January 14, 2008, upon the member's retirement, voluntary or involuntary, or upon a member's death, he, or his heirs at law if he is deceased) shall be reimbursed in a lump sum payment at the pay rate pertaining to his rank at the time of his retirement or death for all accumulated sick leave, to a maximum of sixty (60) days.

H.1) Effective January 1, 2013, the City agrees to offer the following two options regarding Sick Leave Buyback to members on a voluntary basis. Options A and B below are effective January 1, 2013.

a) Members with a Service Date of 1/1/2003 or earlier

Upon written request by the member, the City agrees to provide the member with a one-time payment for fifty percent of the member's accrued sick leave, at the rate of \$100.00 per day. The maximum number of days a member may receive payment for cannot exceed forty-five (45) days. Upon retirement from the City, any member who has received payment from the City in accordance with this Section will have his or her sick leave buyback in accordance with Section H reduced by the number of day he or she has received in accordance with this Section. The member has the option to request the City deposit this one-time payment in the member's preferred deferred compensation plan.

b) Members with a Service Date of 1/2/2003 – 12/31/2012

Upon written request by the member, the City agrees to provide the member with a one-time payment for fifty percent of the member's accrued sick leave, at the rate of \$50.00 per day. The maximum number of days a member may receive payment for cannot exceed forty-five days. Upon retirement from the City, any member who has received payment from the City in accordance with this Section will have his or her sick leave buyback in accordance with Section H reduced by the number of days he or she received in accordance with this Section. The member has the option to request the City deposit this one-time payment in the member's preferred deferred compensation plan.

c) Members hired on or after January 1, 2013

Members hired on or after 1/1/2013 shall not be entitled to a buyback of sick days at retirement, but in the alternative, will be eligible to buy back, at the employee's daily rate, not to exceed \$250.00 per day, up to two sick days per year. Payment shall be made in January following the end of the calendar year in which the employee had not used 50% of his or her sick leave accrual in the prior calendar year. The funds paid out shall be paid into a deferred compensation plan.

I) Upon the member's retirement the City shall permit the member to donate five (5) days to the AFSCME Local 1818 sick bank. Member must have five (5) days to make such donation. This donation of five (5) days is separate and above from the member's allowance as permitted in Section H.

J) At the Department Head's discretion, a member may be required to provide a physician's note for sick leave absences immediately following an extended day where overtime hours were earned or immediately prior to or following a scheduled vacation or holiday.

K) If a member is laid-off and subsequently re-hired as an AFSCME member within twelve (12) months of the lay-off, the member will be credited with the number of unused sick days accrued as of the lay-off date.

ARTICLE 15 JURY DUTY

The City agrees to make up the difference in a member's wages between a normal week's wages and compensation received for Jury Duty.

ARTICLE 16 FUNERAL LEAVE

A) In the event of a death in the immediate family of a member, he/she will be granted leave with pay in the amount of five (5) working days, such leave shall not be charged to sick leave or vacation leave. Immediate family shall include: Spouse, Mother, Father, Brother, Sister, Children, Grandparents, Mother-or Father-in-Law, Grandchild, or any other dependents living in the house. Payment for such leave will be made upon substantiation of a funeral by either a copy of the obituary notice or a death certificate if requested by the department head.

B) In the event of the death of a Brother-in-law, Sister-in-Law, Niece, Nephew, Aunt and/or an Uncle of a member, said member will be granted leave with pay of one (1) working day. Said leave shall not be charged to sick leave or vacation days.

B.1) The City shall allow members two (2) bereavement days for a relative who resides in excess of seventy-five (75) miles from the member. The City reserves the right to request verification from the member when a member is requesting leave in accordance with this Section.

C) The City shall allow members a 1/2 day's leave to attend the funeral of a friend/co-worker, limited to two ½ days per calendar year.

ARTICLE 17 PERSONAL LEAVE

A) A member shall be granted time off for which she/he will be paid at her/his normal rate to conduct personal business. On January 1, of each year, members shall be granted five (5) days, excepting for "first year members," who shall be granted a pro-rata of days based upon their date of employment. First year members are not eligible for personal leave.

B) Such leave shall be subject to prior approval with reasonable notice to the member's department

head. Reasonable notice shall consist of 24 hours notice unless circumstances are such that 24 hours' notice is impossible.

- C) Personal leave shall not be cumulative or accumulated by any member.
- D) Personal leave shall not be taken in quantities of less than one half (1/2) day's work.
- E) In all cases of personal leave eligibility dates, the eligibility date shall be the anniversary date of the individual member; no other date shall be material to the computation of personal leave benefits or eligibility.
- F) Any member receiving workmen's compensation shall not earn or accumulate personal leave for the period during which such member is receiving workmen's compensation except for the period when such member is simultaneously receiving sick leave benefits.

ARTICLE 18 LEAVES OF ABSENCE

- A) Leaves of absence, without pay, may be granted to any permanent member, regardless of the Civil Service status of the position of the member, in accordance with Massachusetts General Laws, Chapter 31, Section 37. In those cases where the position of the requesting member is not subject to Civil Service Law, the Mayor shall be deemed to be the "administrator" as used in said Section 37.
- B) A member's step increase shall not be granted while a member is out of work in an unpaid leave status, regardless of the reason for the leave and shall only be due upon the member's return to paid status. Employees who are out of work in a paid leave status shall be granted step increases in the normal course while on such leave. (Formerly Article 22 Section J)

ARTICLE 19 HEALTH INSURANCE

Effective July 1, 2015, the attached Public Employee Committee Agreement is in effect.

ARTICLE 20 UNIFORMS AND PROTECTIVE CLOTHING

- A) The City agrees to provide all material, equipment and tools required to perform the duties assigned to the members covered by this Agreement, which includes rubberized foul weather coverings and safety gear such as gloves, protective ear wear and eye wear. Members shall wear the uniforms provided to them by the City.
- B) The City agrees to continue its practice of providing necessary uniforms to the Parking Control Officer. Uniforms will also be provided to all service maintenance members covered by this Agreement. The City shall provide uniform shirts for Health Department inspectors.

C) The City will provide picture identification cards to all Public Works members and to such other members, who as part of their duties, are required to visit residences.

D) There shall be established, within 90 days of the execution of this agreement, a Labor-Management Safety Committee ("LMSC") which shall make recommendations to the City relative to the issuance and use of protective clothing and safety equipment. The recommendations shall be compiled in a set of rules of conduct. Each Working Foreman covered by this agreement shall serve on the Committee. The LMSC may meet as a smaller group, chosen by the Union President to represent the concerns of all members and departments. The City agrees to meet with the LMSC a minimum of two (2) times per calendar year. All working foremen will be invited to an after-working hours meeting, where their attendance is non-mandatory.

E) The LMSC will also address safety issues concerning work conditions, faulty equipment, procedures in the field and unlawful operation of equipment.

ARTICLE 21 LONGEVITY PLAN

A) Effective December 9, 1998, longevity payments shall be eliminated by providing a one time \$950.00 (18.27/week) adjustment to the base of each bargaining unit member, and providing members with 20 years of service as of 1999 with an annual payment of \$150.00 and members with 25 or more years of service as of 1999 with a \$250.00 annual payment. Only those members with 20 or more years of service will receive funds in addition to the \$950.00 adjustment. The additional funds, \$150.00 or \$250.00, will be frozen at the 1999 rate. The \$950.00 adjustment will be subject to the rate adjustments. Longevity payments shall be payable on the first pay day in December. The amounts shall not be considered part of the base pay; however, the amount will be used in the base pay purposes of retirement and taxes.

ARTICLE 22 MISCELLANEOUS PROVISIONS

A) Bulletin Boards: Announcements shall be posted in a central place where the members enter or leave the premises. The Parties to this Agreement may use the Bulletin Boards for notices of routine nature and agree that it will be improper to post denunciatory or inflammatory written material on such bulletin boards.

B) Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any benefit, privilege, or working condition existing prior to this Agreement, not specifically covered by this Agreement, shall remain in full force and effect.

C) Members who are assigned to drive trucks will be paid at the truck drivers' rate for the period assigned. It is also agreed that all truck drivers will help with whatever work is connected with the job when they are not driving the truck.

D) The City and the Union agree that all bargaining unit employees shall receive the full protection of this Agreement and they shall not discriminate or retaliate against any person on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, genetics, active military status, and/or union membership. The parties further agree that any claims against either the City of the Union alleging a violation of this non-discrimination clause shall be filed with the statutory agency charged with enforcement of such claims and are not enforceable through the grievance process outlined in Article 24.

E) Access to premises: The City agrees to permit representatives of the American Federation of State, County, and Municipal Members, AFL-CIO, and/or Council 93 and/or Local 1818, to the premises upon giving prior notification to City's officials having jurisdiction in that area at any time for individual discussion of working conditions with members, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the members.

F) Except as provided herein, in the event a member reports to his/her place of work at his/her regularly scheduled time, and is sent home for lack of work, he/she shall be paid for eight (8) hours at the rate to which he/she would be entitled for his/her shift.

G) Ten (10) gallons of gas per week shall be allowed to the current water meter readers and the cross connection inspector. This allowance is considered to be outside of the Municipal Vehicle Policy of the City of Salem. Water meter readers and cross-connection inspectors hired after January 14, 2008 shall fall under the Municipal Vehicle Police of the City of Salem, and they will not be eligible for the benefit afforded in this Section.

H) The City agrees to reimburse members the cost of tuition or like charge, for all courses in Computer or other work-related Training or 50% of the tuition for courses taken in pursuit of a degree, not to exceed \$1000.00 per fiscal year per employee, provided that the course(s) have been previously approved by the Mayor or his/her designee and that the member presents evidence that he/she has successfully completed said course(s).

I) All members of the bargaining unit working at City Hall, at 93 Washington St., or at 98 Washington Street shall be provided free parking at the East India Parking Garage during such hours of work.

J) Effective July 1, 1995, the City agrees to reimburse members for the cost of licenses and the cost of any required training or medical examinations for such licenses required of their position. The City will reimburse members for the following licenses only: CDL and endorsement, hydraulic, electrical, water, pesticide and sanitarian.

K) All newly hired public service members hired to work at the Jefferson Avenue Garage with an anniversary date after January 14, 2008 and in a labor grade 9 or higher must have a valid CDL-B license.

L) The City shall provide notice to the Union of any newly hired members placed in a position covered by this Agreement, and within seven (7) calendar days, a Personnel Action Form (PAF) will be provided to the Union President.

M) Members who, with approval of their department head, and in compliance with the Municipal Vehicle Policy of the City of Salem use their personal vehicle for city business shall be compensated at

a rate of \$.54 per mile. The City agrees the City's Finance Department is responsible to monitor and adjust the mileage rate in accordance with the rate set by the Internal Revenue Service. The City agrees to notify the Members of adjustments (either increase or decrease) in the mileage rate.

N) Sanitarians using their own vehicles on a daily basis while performing their duties have the choice of a calendar year-based annual stipend of \$1500.00 or mileage reimbursement of \$.54 per mile. If a Sanitarian has received the stipend of \$1500.00 and subsequently uses the City's vehicle to perform his or her duties, the City reserves the right to recoup the amount over-paid, if any, to the Sanitarian in accordance with this Section. For the purposes of payment and recoupment, the City has determined this annual stipend to be \$125.00 per month.

O) If Member is involved in an accident in his or her own vehicle while conducting legitimate City business, the Member's Auto Liability Policy shall have the Primary responsibility to the Member. If the Member's liability limits are not sufficient, the City's Auto Liability Policy shall have the responsibility of any excess. The City does not provide Primary or Excess liability coverage under the City's Auto Policy for physical damage to the Member's vehicle. The City recommends any Member using his or her own vehicle for City's business notify his or her insurance carrier of the same.

P) Local 1818 Officers have permission to use the City's network email for the purpose of distributing union notices. The Union agrees to include the Human Resources Director in the distribution of all notices sent via the City's email.

Q) If a member is out of work due to a work related injury and is receiving workers' compensation, and he or she is receiving sick leave benefits while receiving workers' compensation, he or she will continue to accrue sick leave, vacation leave, and personal leave.

R) The City and the Union agree to create a Joint Labor Management Committee, consisting of two members each, for a total of four members, who shall be responsible for creating a mutually agreeable performance evaluation process, including establishing the written forms to be used in evaluating bargaining unit employees. As the parties are committed to completing and implementing the evaluation process agreed to in the prior contract and required under M.G.L. Chapter 31, the parties agree to meet regularly until all outstanding issues are resolved and to meet a minimum of three times prior to June 30, 2019, in anticipation of a revised implementation date of July 1, 2019.

S) The parties agree to amend job descriptions for Senior Working Foreman and Foreman in all divisions to include acknowledgment that these positions are required to fill out work logs as required by DPS management personnel on a daily basis. Such logs shall include, among other information, description of tasks performed, the number of tasks completed, number of hours to complete such tasks, and list of personnel who performed the work.

ARTICLE 23 RIGHTS OF THE CITY

A) The parties agree that except as specifically and directly modified, amended or obliged by law or by express language in a specific provision of this Agreement, the City retains all rights, powers and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion.

B) The category of exclusive rights, powers and prerogatives retained and reserved to the City shall expressly include, and nothing herein shall be deemed to limit, impair, or qualify, the City's exclusive right to manage the City's Departments.

C) Said rights, powers, and exclusive prerogatives include, but are not to be construed as limited to, the rights, powers, and exclusive prerogatives to: Hire (full, part-time, seasonal, or temporary members); fire, suspend; or in any other manner discipline; promote; demote; lay-off, or otherwise reduce the work force; transfer (permanently or temporarily); assign or reassign (permanently or temporarily); evaluate the performance of; prescribe hours for and working conditions of; assign any added, lessened or different duties, work and responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increase for; promulgate rules and regulations concerning working conditions and safety; regulate and restrict the use of City property (real and personal); make any deductions because of the absence of or failure to perform work; and prescribe any safety and training program or policies for members of the City; and to assign work to whatever personnel either in or out of the unit, and to determine the amount and kind of work to be sub-contracted, that the City or its representative in its discretion deem necessary.

ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURE

A) For the purposes of this Agreement, a grievance shall be defined as a dispute between the City and the Union involving an alleged violation of this Agreement. It is, therefore, the intent of the City and the Union that the grievance procedure be limited to matters involving the interpretation and applications, claim of breach, or violation of this Agreement.

B) Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: The Union Steward and/or the Union Representative, with or without the aggrieved member, shall take up the grievance or dispute with the member's supervisor within ten (10) calendar days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within ten (10) calendar days.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Head of the Department within ten (10) calendar days after the supervisor's response is due. The Head of the Department shall respond to the Steward or Union Representative, in writing, within ten (10) calendar days.

STEP 3: If the grievance still remains unadjusted, it shall be presented to the Mayor of Salem or his designee in writing. The Mayor shall respond in writing within ten (10) calendar days. In cases where the Mayor is out of the City, this time may be extended to a period of ten (10) calendar days after his return.

Failure of the Mayor or any of his representatives in any level of this Grievance Procedure, to answer within the time specified, shall be considered as though the appeal was denied, which shall mean that the appeal shall be taken to the next step as though a negative answer had been received. The above limitations may be waived only by mutual agreement of the parties.

The Union agrees (except in cases where a member reasonably feels that his physical welfare and safety are in danger) that where a member is of the opinion that he or she has a grievance within the meaning of this section, and any such member grieves over the assignment, re-assignment, working or other conditions, order of directive, he or she will perform in accordance therewith and pursuant thereto pending final resolution of the grievance under the Grievance Procedure described herein.

STEP 4: If the grievance is still unsettled, either party shall, within thirty (30) days after the reply of the Mayor is due, by written notice to the other, request arbitration.

C) The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after the notice has been given. The parties agree that all arbitration hearings shall be held within the City of Salem.

If the parties fail to select an arbitrator, the American Arbitration Association may be requested to furnish an arbitrator in accordance with its Rules and Regulations.

Any grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be conclusively considered settled on the basis of the decision last made and shall not be subject to further appeal and/or arbitration. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within (30) days after the conclusion of testimony and argument.

The decision of the arbitrator shall be final and binding upon both parties and upon any member affected thereby, provided that such decision shall be restricted to an interpretation or application of the terms of this Agreement, and shall not alter or expand the provisions of this Agreement or contain any recommendations thereto. The arbitrator, in rendering his written decision, shall clearly state the Findings of Fact and Conclusions upon which his decision is founded.

D) The parties agree that no restrictions are intended on the rights and powers of the City except those specifically and directly set forth in express language in specific provisions of this Agreement.

ARTICLE 25 REOPENER

Should any City bargaining unit receive a compensation package in successor negotiations for any year covered by this MOA that in the aggregate has a greater percentage value than the percentage value of the wage increases provided in the MOA, the Union shall have the right to reopen negotiations for the sole purpose of negotiating for additional compensation equal to the percentage value received by another City bargaining unit or units.

ARTICLE 26 PERFORMANCE ASSESSMENT

A) INTRODUCTION:

Employees are entitled to an annual assessment of their performance, to be completed by their respective department head, or his or her designee who is not a member of the bargaining unit. Performance assessments are designed to serve the needs of both the employee and the employer. The purpose of the assessment will be to foster interactive dialog, identify best practices, encourage dedication and innovation, identify deficiencies, if any in performance so that measures may be taken to improve future performance. Additionally, the assessment will serve as a means to foster discussion to decide on training opportunities available for the employee.

A comprehensive program for employee performance assessment will:

- 1) Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances;
- 2) Serve as a motivational tool and improve the quality of job performance;
- 3) Encourage collaborative communication within the employee's department;
- 4) Monitor the performance of probationary employees on a timely basis.

A performance assessment is a key component of employee development and is intended to be a fair and balanced assessment of an employee's performance. It involves observation, guidance, training and open communication between the employee and the evaluator.

Performance assessments are a developmental tool, used to assess an employee's job related strengths and weaknesses and develop his or her professional and personal competence to the fullest.

Ultimately, the performance assessment is an opportunity for the employee and the supervisor to work together to find the means to which the employee's ability can be utilized and strengthened to his or her fullest potential.

At this time there is no plan to use performance assessments conducted in accordance with this Article for monetary incentive or discipline.

B) PROCESS:

Employees will be assessed annually, no more than thirty days prior to their anniversary dates or promotion dates. The date of an employee's transfer to another department absent a promotion does not qualify as an anniversary date, unless the employee's transfer is in another department with a new supervisor.

A newly hired employee will be assessed on the completion of his or her first three months of employment, and also at the completion of his or her first six months of employment. If the employee is retained by the employer after the probationary period, he or she shall be evaluated no later than thirty days prior to his or her anniversary date.

C) ASSESSOR:

The employee will be assessed by his or her immediate supervisor, unless the immediate supervisor is a member of the bargaining unit. In that case, the Department head will perform the assessment. The Department Head may consult with the immediate supervisor if needed, to assist in completing the assessment.

D) FORM:

The City recognizes that all employees in the Bargaining Unit work in different departments and do not perform the same functions. As such, the employer will use different assessment forms that allow for inclusion of the various positions and their respective duties and responsibilities.

The assessment forms are attached to this Article.

The supervisor will complete the assessment form that pertains to the employee's position prior to the Performance Assessment Meeting.

The assessment form while specific to the employee's position, will be recorded in writing, and cover the following areas:

- 1) Quality and quantity of work;
- 2) Work habits;
- 3) Work attitudes;
- 4) Working relationships with co-workers and the public;
- 5) Supervisory ability, if applicable.

E) PERFORMANCE ASSESSMENT MEETING:

The employer will schedule the assessment meeting with the employee. The meeting will be private.

The meeting will begin with an explanation of this Policy.

The employer will provide the employee with a copy of the assessment and offer the employee an opportunity to discuss the assessment.

This meeting is designed to be an interactive discussion between the employer and the employee to encourage further conversations and if applicable, recommendations or an action plan for the future.

F) FOLLOW-UP:

The employee's performance assessment will be kept in the employee's personnel file in the Human Resources Office. Any recommendation or action plan submitted or other materials relative to the basis of the assessment will be kept with the performance assessment in the same manner.

The employee may review his or her assessment and additional documentation if applicable at any reasonable time determined by him or her and the Human Resources Director.

G) EMPLOYEE RIGHTS:

The employee may request an additional follow-up meeting with his or her assessor and the Human Resources Director, for further discussion and clarification of his or her assessment.

The employee may not grieve the results of the performance assessment, unless he or she can verify the assessment has resulted in a negative action against him or her.

If the employee believes the procedures outlined in this Section have not been followed, the employee may seek relief through the grievance procedure consistent with the Contract.

ARTICLE 27

DURATION OF THE AGREEMENT

This Agreement shall be effective as amended through June 30, 2024.

For the City of Salem:

Tim Drivell

Dated: 5/31/22

For AFSCME, Council 93, AFL-CIO, Local
1818:

Daniel J. Camp 5-26-22

M. M. Mepica 5/26/22

Janet Stinson 5/26/2022

Daniel Stanwood
Suzanne Duemody 5/26/2022

Dated: _____

Elizabeth Hayden 5/26/22

Tim Kelly 5/27/22

John Paul 5/31/22

AFSCME LOCAL 1818			STEP I			STEP II			STEP III		
			7/1/2022	7/1/2023	6/30/2024	7/1/2022	7/1/2023	6/30/2024	7/1/2022	7/1/2023	6/30/2024
Grade	Job Title	Group									
1	Cashier - Parking	1	624.78	640.40	643.60	646.50	662.66	665.97	669.10	685.83	689.26
2	Jr. Clerk Typist	2	829.99	850.74	854.99	859.96	881.45	885.86	891.23	913.51	918.07
2	Asst. Parking Clerk	1	854.76	876.13	880.51	885.62	907.76	912.30	917.82	940.77	945.47
3	Parking Garage Maint.	1	892.92	915.24	919.82	925.40	948.54	953.28	959.24	983.22	988.13
4	Cashier - Golf Course	1	906.11	928.77	933.41	939.13	962.61	967.42	973.50	997.83	1,002.82
5	Rec. Leader-Athletics	1	907.72	930.42	935.07	940.76	964.28	969.10	975.09	999.46	1,004.46
5	Senior Clerk-Typist	2	881.41	903.44	907.96	913.50	936.33	941.01	946.83	970.50	975.35
6	Maintenance Person	1	911.71	934.50	939.17	944.98	968.60	973.44	979.55	1,004.04	1,009.06
6	Laborer	1	911.71	934.50	939.17	944.98	968.60	973.44	979.55	1,004.04	1,009.06
7	Building Maintenance	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Cemetery Maintenance	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Junior Building Custod	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	MEO	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Gardner	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Motor Equip. Op.	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Park Maintenance	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Sewer System Mtnce.	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Street Maintenance	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
7	Parking Meter Enforcement	1	935.61	959.00	963.79	969.86	994.10	999.08	1,005.44	1,030.57	1,035.73
8	Senior Account Clerk	2	940.20	963.70	968.52	974.62	998.98	1,003.98	1,010.45	1,035.72	1,040.89
9	Greenhouse Gardener	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	HMEO	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Mtnce. Craftsperson	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Mtnce. Craftsperson/Sanitation	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Meter Repair	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Common Maintenance	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Traffic Mtnce. - Sign Painter	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Golf Course Grounds	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Meter Reader / Repair	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
9	Water System Mtnce.	1	986.87	1,011.54	1,016.60	1,023.19	1,048.77	1,054.01	1,060.90	1,087.42	1,092.86
10	Senior Bldg. Custodian	1	1,003.84	1,028.93	1,034.08	1,040.83	1,066.85	1,072.18	1,079.29	1,106.27	1,111.80
11	Principal Clerk	2	966.75	990.92	995.88	1,002.23	1,027.28	1,032.42	1,062.00	1,088.55	1,093.99
11	Principal Acct. Clerk	2	966.75	990.92	995.88	1,002.23	1,027.28	1,032.42	1,062.00	1,088.55	1,093.99
11	Asst. Registrar	2	966.75	990.92	995.88	1,002.23	1,027.28	1,032.42	1,062.00	1,088.55	1,093.99
12	Motor Equipment Mtnce.	1	1,024.43	1,050.04	1,055.29	1,062.22	1,088.77	1,094.22	1,101.50	1,129.03	1,134.68
13	Pumping Station Operator	1	1,033.87	1,059.72	1,065.02	1,072.05	1,098.85	1,104.34	1,111.74	1,139.54	1,145.23
14	Fire Alarm Operator	2	1,031.31	1,057.10	1,062.38	1,069.45	1,096.19	1,101.67	1,109.13	1,136.86	1,142.54
14	Police Dispatcher	2	1,031.31	1,057.10	1,062.38	1,069.45	1,096.19	1,101.67	1,109.13	1,136.86	1,142.54
14	HEO	1	1,062.10	1,088.66	1,094.10	1,101.37	1,128.91	1,134.55	1,142.23	1,170.79	1,176.64
14	Signal Maintainer	1	1,062.10	1,088.66	1,094.10	1,101.37	1,128.91	1,134.55	1,142.23	1,170.79	1,176.64
14	Tree Climber	1	1,062.10	1,088.66	1,094.10	1,101.37	1,128.91	1,134.55	1,142.23	1,170.79	1,176.64
14	Water Craft Specialist	1	1,062.10	1,088.66	1,094.10	1,101.37	1,128.91	1,134.55	1,142.23	1,170.79	1,176.64
14	Senior Pesticide	1	1,062.10	1,088.66	1,094.10	1,101.37	1,128.91	1,134.55	1,142.23	1,170.79	1,176.64

AFSCME LOCAL 1818			STEP I			STEP II			STEP III		
			7/1/2022	7/1/2023	6/30/2024	7/1/2022	7/1/2023	6/30/2024	7/1/2022	7/1/2023	6/30/2024
Grade	Job Title	Group									
14	Groundskeeper	1	1,062.10	1,088.66	1,094.10	1,101.37	1,128.91	1,134.55	1,142.23	1,170.79	1,176.64
14	Mason	1	1,062.10	1,088.66	1,094.10	1,101.37	1,128.91	1,134.55	1,142.23	1,170.79	1,176.64
15	Motor Equip. Repair/Mechanic	1	1,141.65	1,170.20	1,176.05	1,184.09	1,213.69	1,219.76	1,228.01	1,258.71	1,265.01
16	Asst. Water Registrar	2	1,098.32	1,125.78	1,131.41	1,139.06	1,167.54	1,173.38	1,181.50	1,211.04	1,217.09
16	Assistant Collector	2	1,098.32	1,125.78	1,131.41	1,139.06	1,167.54	1,173.38	1,181.50	1,211.04	1,217.09
17	Fire Apparatus Repair	2	1,118.41	1,146.37	1,152.11	1,160.06	1,189.06	1,195.00	1,203.36	1,233.44	1,239.61
17	Signal Maint Sup.	1	1,151.80	1,180.59	1,186.49	1,194.68	1,224.55	1,230.67	1,239.27	1,270.25	1,276.61
17	Fleet Working Foreman	1	1,151.80	1,180.59	1,186.49	1,194.68	1,224.55	1,230.67	1,239.27	1,270.25	1,276.61
17	Working Foreman	1	1,151.80	1,180.59	1,186.49	1,194.68	1,224.55	1,230.67	1,239.27	1,270.25	1,276.61
18	Code Enforcement Officer	2	1,147.42	1,176.10	1,181.98	1,190.22	1,219.97	1,226.07	1,234.75	1,265.61	1,271.94
18	Dispatch Supervisor (SFD & PD)	2	1,147.42	1,176.10	1,181.98	1,190.22	1,219.97	1,226.07	1,234.75	1,265.61	1,271.94
18	Sanitarian	3	1,181.67	1,211.21	1,217.26	1,225.74	1,256.39	1,262.67	1,271.60	1,303.39	1,309.91
18	Wire Inspector	1	1,181.67	1,211.21	1,217.26	1,225.74	1,256.39	1,262.67	1,271.60	1,303.39	1,309.91
19			1,198.79	1,228.76	1,234.90	1,243.59	1,274.68	1,281.05	1,290.13	1,322.38	1,328.99
20	Senior Sanitarian	3	1,266.10	1,297.75	1,304.24	1,313.56	1,346.39	1,353.13	1,362.93	1,397.01	1,403.99
20	Public Health Nurse	3	1,266.10	1,297.75	1,304.24	1,313.56	1,346.39	1,353.13	1,362.93	1,397.01	1,403.99
20	Sr. Working Foreman/Motor Rep.	1	1,266.10	1,297.75	1,304.24	1,313.56	1,346.39	1,353.13	1,362.93	1,397.01	1,403.99
20	Head W/S Foreman	1	1,266.10	1,297.75	1,304.24	1,313.56	1,346.39	1,353.13	1,362.93	1,397.01	1,403.99
20	Shade Tree Foreman	1	1,266.10	1,297.75	1,304.24	1,313.56	1,346.39	1,353.13	1,362.93	1,397.01	1,403.99
20	Cross Connection Inspector	1	1,266.10	1,297.75	1,304.24	1,313.56	1,346.39	1,353.13	1,362.93	1,397.01	1,403.99

All employees of the City of Salem are expected to conduct themselves in a professional, courteous and helpful manner while adhering to high standards of productivity. Individuals may be disciplined for actions not in accordance with conduct expected of City employees. Progressively more severe penalties may be imposed on an employee each time any given offense is repeated.

PURPOSE

The purpose of this policy is to ensure that discipline is constructive and applied consistently throughout all City departments in order to resolve specific work problems.

SCOPE

This policy applies to all employees of the City of Salem.

PROCEDURES

The need for discipline usually arises from three general conditions.

- A. The employee is performing below job standards in terms of work quantity, quality, method, timeliness, or cost.
- B. The employee disobeys prescribed rules of conduct, behavior, or general performance, such as reporting to work on time.
- C. The employee interferes with the performance of others, does something damaging to the reputation or welfare of the City as the employer, other employees, or to the employee's own credibility, or by his or her actions, adversely affects the provision of services to the citizens of Salem.

Unless the problem is a severe one, as described in Section III, the following steps are normally followed in the progressive discipline system. The employee has a right to request union representation in any disciplinary conference or hearing. In determining what action is needed to correct a problem, the Department Head may decide to repeat any step in the progressive discipline process before proceeding to the next step.

VERBAL WARNING

A verbal warning or reprimand is not considered official or formal discipline and therefore should be noted, with the date it occurred, only in the Department Head or supervisor's desk notes. No record should be placed in the employee's official Human Resources file. A verbal warning is issued in a conference format, in which the problem is identified, and the expectations for correcting the problem are given. In addition, the Department Head or supervisor may offer assistance in helping the employee resolve the cause of the problem. In the verbal warning or other step in progressive discipline

the individual should be given a reasonable period of time to correct any ongoing problem. A date should be stated, indicating when the situation should be reviewed.

Instances where a verbal warning may be appropriate may include unintentional neglect of equipment, excessive or unusual use of sick leave, patterned tardiness, or antagonizing another employee, or performance below standard.

WRITTEN WARNING

A written warning to an employee is the next step in the progressive disciplinary process, if the employee fails to correct the problem identified in the verbal warning. This is a more formal disciplinary notice, which is placed in the employee's Human Resources file. A written warning and other written disciplinary actions, including notices of suspension and discharge, should contain the following elements:

1. Date of notice, full name of employee, employee's position title and department.
2. The specific disciplinary action being initiated, the date the action will take effect (except on written reprimands, which are immediate); and a detailed description of the offense or violation and the date such offense occurred.
3. A citation and quotation of any policy, rule, or directive that was violated.
4. A specific reference, with date, of verbal warning(s) or other actions given previously in an attempt to correct the same or similar problem.
5. A statement of what is expected of the employee to correct the problem and an offer of assistance.
6. A statement of the consequence of a repeat or continuation of the same, or substantially similar, violation (suspension, termination, etc.)
7. If appropriate, a date when the situation will be reviewed to see if the problem has been corrected.
8. Copies of the letter to the employee are to be submitted to the Human Resources Director and to the Union president.

Upon the request of the Department Head, the Human Resources Director may assist in drafting a written warning or other documentation of further disciplinary action.

NOTICE OF SUSPENSION

A suspension without pay is the next step through progressive discipline prior to termination. It may be exercised immediately following the occurrence of a major offense, as described in Section III or in instances of sick leave abuse.

In determining the length of a suspension, the Department Head should consider both the severity of the act and the employee's past record. For Civil Service employees suspensions of five days or less are accompanied by a written notice given within at least 24 hours of suspension stating the specific reasons

for suspension. The written notice should include notification that a hearing may be requested before the Appointing Authority within 48 hours of receipt of the suspension on notice. Attached to the written notice should be a copy of M.G.L. Ch. 31 Sections 41-45. Suspensions without pay for over 5 days require the participation of the Human Resources Director and a Civil Service hearing.

TERMINATION NOTICE

No decision to terminate an employee shall be made until the Department Head has consulted with the Human Resources Director. In instances where an employee's conduct causes unsafe work conditions, jeopardizes public safety, or makes the following of normal disciplinary procedures impractical, the Department Head should suspend the employee with pay until the facts are gathered and the situation is reviewed with the Human Resources Director. A decision to terminate may then be made.

Both the Department Head and the Human Resources Director in a conference should inform the employee of the termination decision. At the employee's request, a union representative may be present. Following the conference, the Department Head will issue a written letter to the employee stating the reasons for the action taken, with a copy sent to the Human Resources Director and the Union President. Such letter shall ensure compliance with M.G.L. Chapter 31, Section 41.

MAJOR INFRACTIONS

Immediate dismissal may be warranted when an employee commits one of the following major offenses or another one of similar magnitude. The progressive discipline policy outlined above will not be followed in these instances.

- A. Verbally or physically harassing or discriminating against any employee or member of the public on the basis of that individual's race, national origin, religion, sex, age, or handicap.
- A.1) Verbally or physically harassing any City of Salem employee or member of the public.
- B. Committing and being convicted of a felony, misdemeanor, or other offense involving dishonesty or breach of public trust and confidence even if such offense is committed while off-duty. Offenses occurring while on duty will be reported to the Police Department immediately.
- C. Stealing or maliciously destroying property of the City of Salem, or failing to fully report knowledge of such action.
- D. Insubordination, which includes rude or discourteous conduct towards a supervisor as well as refusal to comply with a supervisor's orders. Employees who feel that they have a good reason for not following directions should undertake the work as assigned (unless there is an obvious impropriety or hazard involved) and later register their complaint with a higher supervisor, a Union Representative or the Director of Human Resources.
- E. Performing job assignments in a grossly negligent manner, which results in unsafe work conditions, unsafe employee health conditions or public danger.

- F. Provoking or starting a fight involving physical contact, or threatening the health and safety of a fellow employee or citizen.
- G. Deliberately falsifying or altering any official City records or failing to fully report knowledge of such action. This includes, but is not limited to employment applications, time cards, time sheets, billing, insurance or medical records. Feigning illness, or sick leave abuse, and sleeping while on duty are also included here.
- H. Behavior unbecoming an employee of the City of Salem, such as working while intoxicated or possessing, selling or using illegal drugs or abusing legal drugs anywhere on City premises, etc.
- I. Carrying unauthorized firearms, concealed or unconcealed, explosives or other dangerous weapons while on duty or on City property.
- J. Being absent without leave from his or her assigned work location or schedule.
- K. Utilizing one's position within the City for financial or other personal gain in violation of the conflict of Interest Law.
- L. Utilizing one's position with the City to embarrass City officials by publicly misstating their practices and policies or by making malicious, false or derogatory statements designed to damage the integrity or reputations of the City or its officials.
- M. Unauthorized release of confidential information or official records.

APPEAL PROCEDURES

An employee has the right to appeal any step taken in the progressive discipline system through the grievance process established in the AFSCME, Local 1818 contract. In instances where a suspension or termination of employment results, a Civil Service employee may elect to appeal the action taken through the Civil Service Commission as an alternative process. These appeal procedures are explained in M.G. L. Chapter 31, Section 43.

Employees who have worked for the City of Salem a minimum of one year, and have worked 1,250 hours or more during the twelve months prior to requesting leave are eligible for family and medical leave.

If you are eligible, you will be allowed up to twelve weeks of unpaid leave within any 12 month period for the birth or adoption of a child, to provide physical or psychological care for a child, spouse (husband or wife), or parent with a serious health condition, or to care for your own serious health condition.

You must conclude leave for the birth or placement of a child for adoption or foster care within 12 months after the event. Leave may begin prior to birth or placement dictate.

To qualify for medical leave, the health condition or treatment(s) must be such that it requires you to be absent from work on a recurring basis or for more than a few days for treatment or recovery.

INTERMITTENT OR REDUCED LEAVE

In the case of your own serious health condition or that of a family member, you may take leave intermittently or on a reduced work schedule, if medically necessary. When the leave is for adoption or birth of a child, you may take leave intermittently or on a reduced work schedule only with the approval of you, your Department Head and the Human Resources Department.

If you request intermittent or reduced leave status, the City may temporarily transfer you to another position of equivalent pay and benefits in order to better accommodate your leave.

USE OF PAID TIME-OFF BENEFITS

You may elect to substitute paid time off benefits, such as accrued vacation or sick pay, for the unpaid time off. Using paid time off does not add to the total length of the leave. Unless you substitute paid time off benefits, your pay will be reduced for all full days of unpaid leave taken or for all hours of leave taken within a single day.

LEAVE PROVISIONS FOR SPOUSES BOTH WORKING FOR THE CITY

If leave is taken for the adoption or birth of a healthy child, or to care for a sick parent, the maximum combined leave for both spouses is 12 weeks. If leave is taken to care for an ill child or spouse, each spouse is entitled to 12 total weeks of leave.

JOB RESTORATION

Most employees granted leave will be returned to the same position held prior to the leave, or one that is equivalent in pay, benefits, and other terms and conditions of employment.

Certain highly compensated salaried employees (highest paid 10% of employees) are eligible for leave, but are not guaranteed restoration to their position if they choose to take leave.

EMPLOYEE BENEFITS

Your health care benefits will continue during your leave. Both the City and you will continue to pay your customary portions of the monthly premium. The Treasurer's office will advise you of the payment due dates. If you choose not to return from leave, under certain circumstances, you may be required to repay the City's portion of the premium payment.

NOTIFICATION

You must provide the City 30 days written notice of your need for leave, or, if emergency conditions prevent such notice, you must notify the City as soon as is practicable. You may need to report periodically on your status during the leave period.

CERTIFICATION

Certification of the need for leave to care for your illness or injury or that of a family member is required. You must obtain the following information from a responsible health care provider and make it available to the City:

- 1 The date the serious health condition began,
- 2 The duration of the condition,
- 3 A statement that you need to care for the ill person and the estimated length of the leave or a statement that the employee cannot perform the functions of his/her job; and
- 4 If applicable, the medical reasons verifying the need for intermittent leave or a reduced work schedule, such as scheduled dates for treatment(s).

DISPUTE RESOLUTION

If there is a dispute about the medical opinion provided by your physician, the City may require a second opinion by a physician of its choice, at its expense. If a third opinion is necessary, a third doctor may be selected, also at the City's expense. The doctor must be agreed upon by both you and the City, and the doctor may not be employed on a regular basis by the City.

RELEASE TO RETURN TO WORK

A doctor's release may be required if you are returning from medical leave of one week or longer.

PROBLEM RESOLUTION

It is the policy of the City not to discharge or discriminate against any employee exercising his or her rights under the federal Family and Medical Leave Act. If you think you have been treated unfairly, please contact the Director of Human Resources and applicable union representative.

SMALL NECESSITIES LEAVE ACT POLICY

APPENDIX C-1

Effective August 6th, 1998, all Massachusetts employers covered by the Family and Medical Leave Act (FMLA) are required to implement "The Small Necessities Leave Act" (SNLA), a recently enacted state law providing eligible employees with additional leave for certain family obligations.

Additional Leave Amount:

24 hours during any 12-month period.

Leave Purposes:

1. To participate in school activities directly related to the educational advancement of the employee's son/daughter. (e.g. attending parent-teacher conferences; enrolling child in school; interviewing for a new school). "School" is broadly defined to include any public/private, elementary/secondary school, Head start Programs, and licensed day care facilities.
2. To accompany employee's son/daughter to routine medical appointments, including visits for check-ups, vaccinations, etc.
3. To accompany an "elderly" relative of the employee (i.e., a person of at least 60 years of age, related by blood or marriage to the employee, including the employee's parents) to routine medical/dental appointments, appointments for other professional services related to the elder's care (e.g., interviews at nursing or group homes).

Notice Requirements:

If need for leave is foreseeable, the employee must give 7 days' notice before the date the leave is to begin. If need for leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances. An employer may require that a request for leave under this section be supported by a certification issued at such time and in such manner as the attorney general may by regulations require.

Other Provisions:

The employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, or medical or sick leave of the employee for any of the leave provided under this Policy.

If an employee's use of leave under this Policy on a specific occasion rises to the level of leave that the employer would customarily allow paid leave (i.e., a half day increment, either 3.5 hours or 4.0 hours depending upon the employee's position), then the employer shall require the employee to substitute paid vacation, personal, or sick leave for the leave granted under this Policy. The leave taken will be deducted from the employee's 24 hours limit within the 12-month period provided in this Policy.

The Employer is not required to provide paid sick leave or paid medical leave in any situation in which the employer would not normally provide any such paid leave.

Leave under this section may be taken intermittently or on a reduced leave schedule.

Enforcement:

The Attorney General shall enforce the provisions of the law.

Procedures:

Aggrieved employees must file a complaint with the Attorney General's office and 90 days after filing the complaint with the Attorney General, or sooner, if the Attorney General grants written permissions, may file a civil action. The statutory time limit for filing a civil action is 3 years.

In a civil action, employees may seek injunctive relief and/or any other damages incurred, including treble damages for loss of any wages/benefits, costs and reasonable attorneys fees. Where no specific penalty is provided – the employer may be punished by a fine of not more than \$500.

The new law specifically provides that the terms of the federal law (FMLA) shall apply to leaves under this section. Thus, for example, for purposes of this law, the use of leave time by exempt employees is treated the same as it is under the federal law and does not affect their exempt status.

Over ten million people in America's workforce suffer from personal problems, which adversely affect job performance and attendance. Many suffer from marital or family distress, financial trouble, nervous or emotional disorders, alcohol problems, poor physical health, drug abuse, legal problems, or other concerns. Historically, employers have ignored such problems. Sometimes supervisors and friends help an employee conceal poor performance because they fear the troubled employee will be disciplined. These actions hurt the employee, his or her family, fellow workers and the City.

The City of Salem recognizes that its employees are its most important resource. In order to help employees deal with their problems, we have established an Employee Assistance Program (EAP). The purpose of the EAP is to offer confidential assessment, counseling and referral services to employees and their family members whose problems have begun to interfere with their work performance.

The EAP services will be delivered by a qualified EAP provider who shall have on staff licensed psychiatrists, psychologists, social workers, vocational rehabilitation specialists and other mental health professionals who are qualified to provide an initial assessment, short-term counseling, referral and follow-up.

There are two ways an employee may gain access to the services of the EAP:

- 1) Self-referral, and
- 2) Supervisory referral

SELF REFERRAL:

Experience has shown that an EAP works best when employees and their families voluntarily seek assistance on a confidential basis. All employees and their families will be provided with the necessary material (name of the EAP Representative, etc.) so they may have access to EAP Services 24 hours a day. Access may be gained by contacting the EAP Representative assigned by the EAP Provider. The Representative will meet with the employee at a convenient time and place. There will be no charge to the employee for the initial assessment. If the EAP Representative recommends further professional help, he/she will work with the employee to locate services that are totally or partially covered by health insurance.

SUPERVISORY REFERRAL:

The supervisory referral method is also voluntary. That is, the supervisor is under no obligation to refer an employee to the EAP and the employee is under no obligation to go. The following is the policy in instances where a job performance or attendance problem has already developed.

- A) When an employee's performance or attendance is unsatisfactory, it will be called to the employee's attention by the supervisor and documented.
- B) The supervisor will not delve into personal problems or their causes.
- C) If it appears that the employee cannot or will not improve performance or attendance, he or she may be referred to the EAP Representative. During the initial contact, the EAP

- Representative will try to help the employee clarify your concerns and develop ways to address problem issues. If the difficulties are not resolved through counseling with the EAP, the Representative may refer the employee to other resources for further assistance.
- D) Employees must give their consent for any communication between the City and their therapist/caregiver. Only when an employee is considered at risk of harming themselves or other would this policy be overridden.
 - E) Confidentiality of the referral into the EAP is paramount. Only the supervisor will know the reason for referral; the supervisor's supervisor may simply be aware that a referral and/or involvement have been initiated. An informal memorandum of understanding may be used by the supervisor to clearly state and document to the employee the areas of work performance requiring improvement and encouraging a referral through the EAP process. This memorandum will not become part of the employee's Human Resources folder, nor will a referral and/or involvement in the EAP process reflect negatively on an employees' work record.
 - F) It is solely up to the employee to accept the offer of assistance or not. If job performance or attendance problems improve to a satisfactory level, no further action will be taken.
 - G) Referral to the EAP may no suspend normal disciplinary procedures. Whichever method is used, discussions with the EAP staff will be held in the strictest confidence.

Since an employee's preoccupation with the problems of a family member can also disrupt work performance or personal well being, the program is available for family members (spouse, child, parent, step-parent or child and in some cases a significant other). The City is confident that most performance problems can be successfully managed if identified and treated early. As such, the City is committed to providing the necessary management training, employee workshops and program promotion to ensure the success of the Employee Assistance Program.

POLICY STATEMENT

Supervisors and Managers are responsible for regularly monitoring attendance within their department and must take progressive steps to consistently control absenteeism within their department.

GOAL

Our goal will continue to ensure a productive work force by minimizing abuse of a generous sick leave benefit.

SCOPE

This policy shall be in effect for all employees of the City of Salem.

SECTION 1

SICK LEAVE PROCEDURES

- A. A medical note from the employee's physician may be required whenever three (3) or more consecutive workdays, or portions thereof, are missed due to illness.
- B. A standard Return to Work form may be used or the employee may obtain a medical note, which shall include the following:
 - 1. The Doctor's signature, indicating that the employee is under his/her care, and the date of treatment.
 - 2. A statement as to whether or not the employee is able to work.
 - 3. If the employee is unable to work, the anticipated Return to Work date or date of follow-up medical examinations.
 - 4. A statement of current diagnosis.
 - 5. A recommendation of any restrictions on activities and the length of time such restrictions should be maintained. In the event that restrictions are needed, the Department Head, at his or her discretion, may determine the employee eligible for a light-duty work assignment.
- C. In the event that an absence due to illness exceeds the physician's written anticipated Return to Work date, then a new medical note, which shall include all of the above-described components, shall be required.
- D. Should any of the required medical documentation, as specified above, be missing from a physician's note, the Department Head may require the employee to forward the same prior to approving sick leave payment.
- E. Compensation for sick leave shall be contingent upon the employee's compliance with all of the above described provisions.
- F. A Standard Return to Work form is required prior to an employee's Return to Work following a lengthy illness, surgery, etc.

SECTION 2

NOTIFICATION

- A. Employees who must be absent or tardy for any reason should telephone their supervisor as early as possible to explain the reason for being absent or tardy, and to provide for adequate staffing. Except under emergency situations, it is not appropriate for any individual other than

the employee to report an absence. Absences are reported to a supervisor only and may not be recognized if reported to an operator or fellow staff member.

- B. Planned absences/tardiness should be discussed as far ahead as possible of the anticipated date. For any sick call made more than ten (10) minutes after the start of the work shift, sick leave pay may be deducted on a pro-rated basis in quarter-hour increments until the time that the call is recorded.
- C. An employee who is absent without notifying the supervisor shall be subject to a written warning initially. On the second offense, he or she is subject to a three-day suspension. A third offense may result in termination. An employee who is absent three consecutive workdays without notifying the supervisor is subject to termination.

SECTION 3

EXCESSIVE USE/ABUSE OF SICK LEAVE

- A. Excessive Absence could be defined as:
 - 1. When there are three (3) or more nonconsecutive sick days, or portions thereof, in any calendar month an one (1) or more of these absences are medically undocumented.
 - 2. When the Department Head discerns a pattern of routine absenteeism in any three (3), six (6), or twelve (12) month period. When an employee uses 50% or more of his/her annual sick leave accrual without appropriate medical documentation.
- B. In the event the Department Head questions whether an employee is utilizing excessive absences, then he/she shall advise the employee of this belief through a formal conference. Following this conference, if a determination of excessive absence is made, the employee may be placed on a probationary sick leave status, for a period of six (6) months. During said six (6) month period, the employee shall be required to provide medical documentation justifying every absence due to sickness taken during this period in order to be eligible for sick leave pay. In this event said employee fails to justify any absence during this period, such failure to so document the absence shall be just cause for disciplinary action. If upon the conclusion of the six-month probationary period, no further evidence of excessive absence is presented, the employee will be removed from probationary sick leave status.
- C. In the event the Department Head determines that an employee has abused sick leave privileges by feigning illness, or making a false statement relative to any injury or illness, sick leave pay shall be withheld for the period in question. In addition the Department Head shall take appropriate disciplinary action by suspending the employee from duty. A subsequent offense of sick leave may result in the employee's termination of employment in compliance with the provisions of M.G.L. Chapter 31.
- D. The sick leave abuse clause described above shall apply in instances where an employee leaves work, claiming illness when given a particular work assignment. In such instance, the Department Head or his/her designee may require medical documentation, as outlined in Section 1 B, prior to approving sick leave payment. The employee's failure to provide such documentation may be considered just cause for disciplinary action as described above.

SICK-LEAVE BANK POLICY

APPENDIX F

There is hereby established a Sick-Leave Bank from which employees who have exhausted their sick leave can make application to draw additional sick leave benefits. Procedures and standards for contribution shall be as follows:

a. Any employee, who so desires, may assign one sick-leave day to the general Sick Leave Bank at the beginning of each calendar year. Employees with less than six (6) months AFSCME seniority may contribute to the Bank, but may not be eligible to draw from the Bank until they have reached 6 months seniority.

b. Effective January 2005 and continuing, the city shall annually in January deduct one sick day from each AFSCME member's sick leave accrual. In the event that the bank approaches depletion during a calendar year, the committee shall have the option of soliciting a contribution of an additional sick day from each participating employee. AFSCME employees shall receive thirty days' prior notice of each intended deduction. Any participating employee who does not wish to continue the additional day shall forfeit any further consideration for eligibility to draw from the sick leave bank and shall forfeit the use of days already contributed.

c. In the event that a participating employee has no sick leave credit from which to contribute at the time of a proposed deduction, as referenced in paragraph b, then that employee shall continue to be a member, but must contribute one day as soon as he or she receives creditable sick leave.

d. Each application for sick leave from the bank will be considered separately by the Sick Leave Bank Committee. The employee's act of contributing to the bank does not guarantee the right to draw from the bank.

e. The Sick Leave Bank Committee shall be composed of five (5) members, four (4) AFSCME Local 1818 members and one (1) non-union member designated by the Mayor.

f. Any employee who is a member of the Bank and who has exhausted his or her sick, vacation or personal leave may draw upon the bank. The Sick Leave Bank Committee shall approve such a draw and may require an employee, who applies to draw from the bank, to provide a medical certificate as to illness. The sick leave bank committee may re-evaluate each case at one-month intervals, and, in that regard, may require that the employee furnish further medical certification of illness.

g. In no event shall any employee be entitled to draw more than thirty (30) consecutive days from said bank in any one case of illness. Employees granted thirty (30) days from the sick bank in any calendar year may not reapply for leave until one (one) year from the date of his/her last paid sick bank day.

h. The Sick Leave Bank is expressly intended for use by participants who are suffering from a serious medical condition that requires immediate treatment. The Sick Leave Bank is not intended to be used for absences due to elective, non-essential treatments. It is the position of the Sick Leave

Committee that an individual employee should plan to use his or her own sick days, personal days, and/or vacation days in the case of elective treatments.

i. These rules and regulations may be amended by Collective Bargaining or by mutual consent of the City and the Union.

j. Determinations as to draw from the sick bank will not be subject to the contractual grievance/arbitration provisions.

k. Employees granted days from the sick leave bank shall not be subject to a “no pay” waiting period to collect time from sick bank.

APPROVED BY SICK LEAVE COMMITTEE ON APRIL 12, 2005
ACCEPTED BY AFSCME MAY 11, 2005

Signed copy on file, signed by SICK LEAVE BANK COMMITTEE MEMBERS:

Sally Murtaugh
Dorothy Thibodeau
Judith Giunta
Valerie Coviello
Then HR director, Thomas Leckrone

Signed for AFSCME:

Kevin Foucher
John Wright

ALCOHOL AND DRUG POLICY

APPENDIX G

The City of Salem has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the City of Salem has established this policy regarding drug and alcohol use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug use. Employees of the City of Salem are visible and active members of the communities where they live and work. They are inescapably identified with the City and expected to represent it in a responsible and creditable fashion. The vast majority of our employees reflect credit upon themselves and the City of Salem, which they represent.

While the City of Salem has no intention of intruding into the private lives of its employees, the City does expect employees to report for work in condition to perform their duties. The City recognizes that employee off the job as well as on-the-job involvement with drugs and alcohol can have an impact on the work place and on our ability to accomplish our goal of an alcohol and drug-free work environment.

The following is the City of Salem's policy:

- 1) Pursuant to the Drug-Free Workplace Act of 1988, it is the policy of the City of Salem to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol in the workplace. The illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on City Property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
- 2) Employees who are under the influence of alcohol, either on the job or when reporting to work, or who possess or consume alcohol during work hours, have the potential for interfering with their own as well as their co-workers' safe and efficient job performance. Consistent with existing City of Salem practices, such conditions will be proper cause for administrative action up to and including termination of employment.
- 3) Off-the-job illegal drug activity which could adversely effect an employee's job performance or which could jeopardize the safety of other employees, the public, or City property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment.
- 4) . Employees who are involved with off-the-job drug activity may be considered in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the City and other factors relative to the impact of the employees' arrest upon the conduct of City business.
- 5) Some of the drugs which are illegal under federal, state, or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens, depressants and stimulants not prescribed for current personal treatment by an accredited physician.
- 6) In compliance with Federal Law, the City requires that as a condition of his or her employment under a federal grant or contract, an employee must notify the employer of any criminal

drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction. The City will take appropriate action as previously described.

7) Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

Any employee, while on City property or during that employee's work shift, including without limitation all breaks and meals periods, consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately pending further investigation. If use or possession is sustained, disciplinary action, up to and including discharge, will be imposed.

This statement is to clarify the City of Salem's operational stance and to provide for prompt effective reaction to any alcohol or drug related situation which has or could have an impact on municipal operations. It does not alter in any way the policy of assisting employees in securing proper treatment or extending the coverage of the health benefits plan as indicated for problem drinking, alcoholism or other drug dependencies.

CITY OF SALEM
SEXUAL HARASSMENT POLICY
MANAGEMENT, UNION, AFSCME, NON UNION, NON-MANAGEMENT EMPLOYEES
APPENDIX H

I. Introduction

It is the goal of the City of Salem to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or at City-sponsored events is unlawful and will not be tolerated by the City of Salem. Further any retaliation against an individual for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

In addition the City of Salem affirms its commitment to maintain a work environment free of all forms of sexual harassment and discrimination based on race, color, religion, sexual orientation, national origin, age, sex or disability. The City of Salem expects all employees to conduct themselves in a professional manner with courtesy and respect for their fellow employees and the public. Any harassment on the basis of a person's race, color, religion, sexual orientation, national origin, pregnancy, age, sex or disability will not be tolerated.

Because the City of Salem takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

II. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is:

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions, or
- (b) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad, and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual descriptions of a person, jokes, written or oral references to sexual conduct, discussions regarding an individual's sex life; comments on an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Discussion of one's sexual activities;
- Repeated requests for dates or requests to engage in a romantic relationship after an employee has objected;
- Downloading, transmitting, or displaying via computer, pornography or sexually suggestive or sexually graphic images;
- Inquiring into one's sexual experiences; and
- Sending unwanted or unsolicited email messages or images that are racially offensive or sexual-based.

III. Complaints of Sexual Harassment

If any employee believes he or she has been subjected to sexual harassment, the employee has the right to file a complaint with the City. This may be done in writing or orally.

If you would like to file a complaint, you may do so by contacting Lisa B. Cammarata, Director of Human Resources, 120 Washington Street, 4th floor, Salem, MA 01970 978-745-9595, extension 5630. You may also seek confidential advice from the City's Employee Assistance Program Representative, Linda Kenny at 888-682-2224, extension 624.

Your department head and the Director of Human Resources is available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

If you desire, they will work with you to find a way of resolving your concerns in an informal manner acceptable to you and in a manner which would offer you as much privacy and confidentiality as is possible.

Upon evaluation of a complaint and with input from the complaining employee, the city may decide to proceed with an informational resolution. Examples of informational remedies include: verbal or written apologies, face-to-face meetings with the affected parties, or increased supervision or monitoring of the workplace. Any informal resolution will be facilitated through the Human Resources Department. Should an informal resolution fail to stop harassing behavior, the city may choose to proceed with a formal complaint proceeding.

IV. Formal Complaint Proceeding and Investigation

When we receive a complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

A supervisor or department head that knowingly allows or condones any form of harassment will be subject to disciplinary action. A supervisor who suspects that harassment may be occurring within his or her department must contact the Director of Human Resources immediately. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action in accordance with the City of Salem's Progressive Discipline Policy or any other applicable Policy.

V. Retaliation

All employees should take special note retaliation against an employee for complaining about harassment or cooperating with an investigation of harassment is unlawful and will not be tolerated. Employees determined to have committed retaliations or encouraged retaliation to occur will be subject to disciplinary action up to and including termination from employment. Examples of retaliation include, but are not limited to: negative rumors or gossip, sexual jokes, graffiti, or cartoons, verbal threats or threatening gestures, offensive email, and property damage. Any employee who suspects retaliation is occurring should report this immediately to a Department Head, supervisor, or the Human Resources Department.

VI. Department Heads and Supervisor Responsibilities

Department Heads and city employees with supervisory duties are responsible for enforcing the city's sexual harassment policy. They are responsible for responding promptly to complaints of harassment, harassing behavior that they observe, and suspicion that harassment may be occurring. They are also responsible for reporting promptly any act or suspicion of retaliation to the director of Human Resources or other designated employee. They are also expected to act in accordance with this policy at all times and cooperate with any investigation of harassment. Failure to do so may result in disciplinary action.

VII. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action, as we deem appropriate under the circumstances. When imposing disciplinary action, the City shall follow its existing Progressive Discipline Policy.

An employee, covered by a collective bargaining agreement, has the right to appeal any step taken in the progressive discipline process through the grievance procedures provided in the agreement.

VIII. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the following government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim. Please take note of each agency's short time period for filing a claim.

- 1) The United States Equal Employment Opportunity Commission ("EEOC"):
1 Congress Street - 10th Floor
Boston, MA 02114
(617) 565-3200
EEOC - 300 days to file a claim
- 2) The Massachusetts Commission Against Discrimination ("MCAD"):

Boston office:	Springfield office:
One Ashburton Place - Rm 601	424 Dwight Street, Rm 220
Boston, MA 02108	Springfield, MA 01103
(617) 727-3990	(413) 739-2145
MCAD – 300 days to file a claim	



CITY OF SALEM
Effective Date: January 1, 2008
RATE MODIFIED FOR FY'14

VEHICLE POLICY AND PROCEDURE
APPENDIX I

GENERAL PROVISIONS

A. Municipal Vehicles

It is the policy of the City of Salem to authorize the acquisition and utilization of vehicles for use by officials of the City, in the conduct of their employment responsibilities, either during the work shift or on a twenty-four (24) hour on-call basis. City vehicles are not personal vehicles and are not for personal use. City vehicles should be viewed as belonging to the citizens of Salem and are assigned solely for purposes consistent with providing services to those citizens.

B. Expense Reimbursement

It is the policy of the City of Salem to reimburse employees for reasonable expenses which they incur as a result of personal automobile use on City business. The City of Salem's reimbursement rate is currently set at \$.565 per mile however, this rate could fluctuate. A 30-day notice will be given if a change to the reimbursement rate occurs. Receipts and the Expense Reimbursement Control Form must be submitted in order for an employee to be reimbursed for such expenses. The Expense Reimbursement Control Form may be found in the City's Human Resources Department. Any travel expenses over \$.565 per mile WILL NOT be reimbursed by the City of Salem including but not limited to vehicle repairs, vehicle damage, oil change, etc. regardless of the cost incurred by the employee. A 30-day notice will be given if a change to the reimbursement rate occurs.

PROCEDURE

A). Garaging of Vehicles

All municipal vehicles, except those authorized for twenty-four (24) hour use, shall be garaged at the end of each day in assigned municipal parking lots. No vehicles, except those authorized for twenty-four (24) hour use, are to be taken home at the end of the workday.

B). Assignment of Municipal Vehicles

The assignment of municipal vehicles during work time use is based upon job responsibilities. Department Heads who have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function. Department Heads are responsible for the vehicle use, maintenance, including cleanliness, and storage. Department Heads shall ensure that vehicles are routinely washed, the interior cleaned, the preventative maintenance schedule is observed. Department Heads

are responsible to the Finance Director for a full accounting of all municipal vehicles usage. The assignment of vehicles may be rescinded with reasonable notice by the Finance Director for work-related reasons.

The use of all vehicles assigned to the Fire and Police Departments is administered by the Fire and Police Chiefs in accordance with the provisions of MGL Chapter 48, Section 42A and Chapter 41, Section 97A.

C). Vehicle Use/Reimbursement Options

The City of Salem shall have three (3) options for vehicle use and/or reimbursement:

- 1) Twenty-Four Hour Vehicle Use:
Mayor
Director of Inspectional Services
Health Agent
City Engineer
Director of Public Services
Veteran's Agent
Director of Parks, Recreation and Community Services
City Electrician

- 2) Monthly Stipend
A monthly stipend equal to \$1,500 per year will be issued to those employees who utilize a personal vehicle on a regular basis as defined by the Human Resource Director or the collective bargaining agreement. Those employees who receive a stipend do not receive any additional vehicle use and/or mileage reimbursement benefit.

These employees include but are not limited to:
Health Inspectors/Sanitarians
Assistant Building Inspector
Water meter readers/Cross connect inspector (hired after July 1, 2007)

- 3) Mileage Reimbursement:
Employees who do not travel for work on a regular basis as defined by the Human Resource Director or the collective bargaining agreement shall be eligible for mileage reimbursement.

These employees include but are not limited to:
Planning Department staff
Assessor's Department staff
Water meter readers/Cross connect inspector (hired after July 1, 2007).

If a City Department or any City staff member (except for those employees listed under C. 1, above) has a City vehicle and is using that vehicle to conduct City business at the

time this policy is adopted, that Department and/or staff member is allowed to continue use of that City vehicle until the Department of Public Services determines that vehicle should no longer be in use for safety or any other reasons. Once that determination is made, that vehicle will not be replaced, and the employee will fall under the provisions of Section C. 2, above.

D.) Assignment of Municipal Vehicles for 24 Hour Use (Vehicle Approved for Commuting Purposes)

1) The assignment of vehicles for twenty-four (24) hour use will be made in writing by the Human Resources Director, and will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria, which will be used in the determination of eligibility for 24-hour vehicle use, include:

- officially designated on-call status;
- requirement for frequent emergency availability;
- emergency or other equipment contained in the vehicle; and/or;

Such assignment may be rescinded with reasonable notice by the Human Resources Director for work-related reasons.

2) When commuting, the vehicle should be driven over the most direct route.

3) Whenever a position becomes vacant, the authorization for 24-hour use for commuting shall be reevaluated.

4) Employees assigned vehicles for 24-hour use involving a commute of more than twenty-five (25) miles one way shall reimburse the City for the additional operational or maintenance cost as determined by the Director of Finance. Employees who have been assigned a City vehicle and have established commuting patterns of more than twenty-five (25) miles prior to July 1, 2007 shall be exempt from this provision.

5) Employees assigned municipal vehicles on a 24-hour basis will be given a copy of this policy and will be required to sign a confirmation of receipt.

6) **Qualified Non-Personal Use of City Vehicles (IRS Regulations for Use of Municipal Vehicles)**

a) Employees who drive marked or unmarked police vehicles must be authorized to carry a weapon and have the power to arrest and, therefore, are not subject to imputed income taxation.

b) Vehicles used by the Fire Chief and Deputy Fire Chiefs, and other Fire Department staff vehicles which are clearly identified as emergency vehicles, (i.e. mounted roof lights) are not considered personal vehicles subject to taxation.

c) Other employees authorized to commute in a City vehicle may be subject to imputed income regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The Finance Department shall be responsible for determining any tax liability and will be provided with the names of all employees authorized to use City vehicles for commuting purposes, and the normal, one-way commuting distance, each by December 1.

d) Commuting Value Rule – Taxable equivalent of \$1.50 each way per day of work. Under this method, an employee having the use of a non-emergency vehicle would be taxed at his/her tax bracket on \$1.50 each way on the commute to work. This would not be in force during weekends, holidays or vacations. Anytime an employee visits a work site on the way from home to the office, or from the office to home, it negates the tax liability. In this case, a log must be kept and submitted on a regular basis.

E) Operation and Maintenance of Vehicles

All employees are required to adhere to the following minimum rules of operation while conducting City business:

- 1) Speed Limits: Strictly observed, excepting emergency vehicles.
- 2) Use of Safety Restraints: Seat belts, shoulder harness, and other restraints should be worn at all times vehicle is in motion, by driver and all passengers.
- 3) Rules of the Road: All traffic, driving, road and parking regulations are to be strictly observed. Courtesy is to be extended to all entering and exiting traffic whenever vehicle is operated within the City of Salem. If any City employee is issued a vehicle citation for any of the following reasons, which include, but are not limited to: failure to observe all traffic, driving, road and parking regulations while using the City vehicle, during working hours or in the course of his or her duties, that City employee is responsible for payment of all fines and/or tickets associated with that citation.
- 4) Use of Controlled Substances: Alcohol, illegal drugs, or prescription medication which may interfere with effective and safe operation are strictly prohibited.
- 5) Gasoline is supplied exclusively through the City facility for City-owned vehicles except authorized long-distance travel.
- 6) Maintenance responsibilities will be assigned to the Department of Public Works, Maintenance Division.

F) General Vehicle Use Regulations

Employees who operate municipal vehicles shall have a valid Massachusetts motor vehicle operator's license and of the class required for the specific vehicle being operated.

Employees may be required to provide proof of valid operator's license once every six (6) months.

Vehicles should contain only those items for which the vehicle is designed. The City shall not be liable for the loss or damage of any personal property transported in the vehicle.

Employees are expected to keep municipal vehicles clean, and to report to their supervisor any malfunction or damage.

Employees assigned vehicles for commuting purposes are expected to park such vehicles in safe locations.

Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fine. Users of City vehicles must adhere to City traffic and parking regulations.

Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than twenty-four (24) hours. Failure to provide such notice will be grounds for disciplinary action in accordance with section K of this policy.

An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his/her personal vehicle or in a municipal vehicle, shall notify his/her supervisor immediately when practicable, but in no case later than twenty-four (24) hours. Conviction for such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.

No employee may use a municipal vehicle for out of state use without advance approval of the Department Head.

G) Reporting of Accidents

Whenever a municipal vehicle is involved in an accident, or subject to damage, or in the event an employee's personal vehicle is damaged during an approved, work-related trip, the employee operating the vehicle is required to immediately notify his/her immediate supervisor. When the estimated damage exceeds \$1000.00, an Accident/Incident Report shall be filed with the Salem Police Department who will then notify City's insurance agent.

H) Registering and Insuring a Vehicle

The Department of Public Services shall coordinate all vehicle registrations, renewals, trade-ins, insuring and purchases.

I) Withholding and Reporting Requirements:

City required withholding federal income tax and social security taxes, if applicable, on the value of the fringe benefit to be included in the employee's gross income.

Valuation of Employer-Provided Vehicle

Commuting: Taxable equivalent of \$1.50 each way per day of work. Reporting to a job site on the way to or from work negates the tax liability for only that leg of the commute.

J) Personal Vehicle Use Requirements

1) When an employee is authorized to use a personal automobile for work-related travel outside of Salem, he/she shall be reimbursed at a rate established by this policy.

a) The mileage rate is intended to include the costs of gasoline, repairs, insurance, and general wear and tear on the automobile.

b) In addition to the mileage rate, the City will reimburse employees authorized to travel outside Salem, driving personal or municipal vehicles, for tolls and reasonable parking expenses, when receipts are provided. Employees will not be reimbursed for tolls which would normally be paid by the employee during his/her normal commute to work.

c) The City retains the right to require employees who are reimbursed for work-related travel, to show proof of the following minimum levels of insurance coverage:

- 1) Bodily Injury: \$100,000/\$300,000
- 2) Property Damage: \$25,000

d) In order to be reimbursed for personal automobile use, employees shall complete the Personal Automobile Travel Expense Form. This form should be submitted to the Department Head for approval prior to submission to the Finance Department for payment.

K) Special Circumstances

This policy is intended to provide a basic framework governing the use of personal and municipal vehicles in the City of Salem, and, as such, cannot contain procedures governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the Director of Human Resources who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

L) Sanctions

Failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of City vehicle privileges, suspension, and/or termination from City service.

FIRE ALARM OPERATORS' WORK SHIFTS

APPENDIX J

Language regarding Fire Alarm Operators; concerning the swapping of work shifts:

An exchange of shift shall be allowed for all full-time Fire Dispatchers employed with the City of Salem, subject to the following:

Swaps shall be limited to one (1) per calendar month, maximum twelve (12) per calendar year. A swap will be counted toward both parties.

A swap shall only be allowed for a full shift.

Prior to the swap being approved, form 7A must be submitted with the signature of both employees involved in the swap.

Seven (7) days' notice must be given. Notice of less than seven (7) days will only be allowed for a verifiable emergency reason.

The swap shall not be considered approved until signed by the fire alarm supervisor, or in his absence, the Deputy Chief or acting Deputy Chief, whichever one is on duty.

A record of all swaps shall be maintained in the communications center.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SALEM
AND
THE MGL c32B, Sections 21-23 SALEM PUBLIC EMPLOYEE COMMITTEE
TO PROVIDE HEALTH INSURANCE THROUGH
THE GROUP INSURANCE COMMISSION PURSUANT TO MGL c32B, Sections 21-23
JULY 1, 2018 – JUNE 30, 2020**

WHEREAS;

the City of Salem, including the Salem Public Schools (City) currently provides health insurance benefits to its subscribers pursuant to MGL c 32B, but not including MGL c32, Sections 21-23; and

WHEREAS;

the City, by a vote of the City Council, elected to engage in the process to make changes to health insurance benefits under MGL c32b, Section 21-23, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes to health insurance benefits it provides to subscribers including transferring said subscribers to the Commonwealth's Group Insurance Commission (GIC) pursuant to MGL c32B, Sections 23; and

WHEREAS;

The City, through its Mayor, and the Public Employee Committee (PEC) are entering into this written agreement to maintain the City's subscribers in the GIC pursuant to MGL c32B Section 23, effective July 1, 2018 through at a minimum, June 30, 2020 (Agreement);

NOW THEREFORE;

The City and the PEC agree as follows:

1) Purpose of Agreement

The purpose of this Agreement is to memorialize the City's provision of health insurance benefits through the GIC.

2) Enrollment with the GIC

a) The City and subscribers shall take all necessary and reasonable actions to maintain current and enroll future subscribers through the GIC effective July 1, 2018 and for the duration of this Agreement.

b) For the duration of this Agreement, premium contributions for all subscribers under the GIC shall be as follows:

PLAN

Non-Medicare Indemnity Plans
Non-Medicare PPO & POS Plans (Actives and Retirees)
Non-Medicare HMO Plans (Actives)
Non-Medicare HMO Plans (Retirees)
Medicare Indemnity Plans
Medicare HMO Plans
Survivors all plans:

CONTRIBUTION SPLIT

65% City/35% Subscriber
70% City/30% Subscriber
75% City/25% Subscriber
70% City/30% Subscriber
65% City/35% Subscriber
70% City/30% Subscriber
50% City/50% Subscriber

3) Mitigation Plan

The City agrees to continue to maintain the Employee Health Care Mitigation Fund (EHCMF) established by the parties in the July 1, 2012-June 30, 2015 Agreement, with the balance of funds remaining as of June 30, 2018. The City further agrees that any balance of EHCMF funds remaining will be applied to the subsequent fiscal years covered by his Agreement, and carried over to provide reimbursements consistent with this section. The City agrees to provide the PEC with an annual report of usage and funding balances of the EHCMF.

The EHCMF will be administered in compliance with the IRS and ERISA laws by the current third-party administrator, Cafeteria Plan Advisors, 420 Washington Street, Suite 100, Braintree, MA 02184. The EHCMF shall be for all plan subscribers and will reimburse actual out of pocket costs for the following covered services.

SERVICE

Outpatient Surgery Copayments
Inpatient Hospital Admission Copayments
High-Tech Imaging Copayments (MRI, PET & CT scans)

REIMBURSEMENT

100%, max. of \$250.00 per occurrence
100%, max. of \$1,500.00 per occurrence
100%, max. of \$100.00 per occurrence

If the GIC implements any increases to the above-referenced service copayments, the EHCMF reimbursement amounts will be adjusted accordingly. The City and the PEC agree to meet semi-annually to discuss utilization, funding, and to review the status of the EHCMF.

The City agrees to monitor the balance in the EHCMF and notify the PEC when the balance is \$50,000. At that time, the parties will meet to discuss the EHCMF's status, utilization, and any possible future funding sources.

The City also agrees that it will remit a portion of any Part-D reimbursements received during the life of the Agreement to retirees on Medicare Plans, eligible for the subsidy, in an amount to be determined by the City, in the form of a premium reduction or holiday, provided that they are not already receiving the benefit of the reimbursement through the pricing of the plans they have selected.

4) Flexible spending account

The City will continue to provide a Section 125 Cafeteria Plan (FSA). The City agrees to pay the annual administrative fee for the FSA for calendar year **for the duration of this Agreement** for those subscribers who enroll in the FSA for health care expenses. The City agrees to pay one half of the annual fee in accordance with this Section from the funds referenced in Section 3.

5) Waiting/Hiatus period

New employees of the City are eligible to enroll in health insurance offered by the GIC in accordance with 805 CMR 9.01. In accordance with 805 CMR 9.01(3) new employees of the City are eligible to enroll in health insurance offered through the GIC within 10 calendar days of the first date of employment with the City. GIC health insurance benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR 9.01(3) are hereinafter referred to as the Waiting/Hiatus Period. (WHP).

6) GIC retroactive Effective Date of Coverage

Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01(4). Therefore, if a subscriber incurs a medical expense(s) during the WHP that in sum exceeds the full-cost health insurance premium of the GIC's elected plan for the WHP, the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event the City shall submit the full-cost health insurance premium for the WHP to the GIC in a timely manner. The employee shall reimburse the City for the premium and any WHP amount already received through normal payroll deductions. If and when the GIC eliminates the WHP, Section 6 of this Agreement will expire as well.

The City agrees to reimburse new hires a maximum of \$100.00 per month for individual or a maximum of \$250.00 per month for family plans (with a maximum of \$200.00/\$500.00, respectively) for new employees who sign up for City-provided health insurance and provide proof (cancelled checks) as to payments for existing COBRA or other unsubsidized coverage during the WHP.

7) Health Coverage after June 30, 2020

The maintenance and enrollment of subscribers to the GIC shall remain in force after July 1, 2020, unless, pursuant to a successor agreement executed by the parties, notice is provided to the GIC in accordance with the GIC's rules regarding the same, that the City will terminate coverage with the GIC.

The City and PEC agree to meet, at the City's initiation, no later than February 1, 2019 and beyond that date as often as deemed necessary to discuss the provision of health insurance benefits after June 30, 2020.

The parties agree to consider options outside the GIC. The City agrees to meet and collaborate with the PEC prior to developing a Request for Proposal (RFP) from commercial insurance carriers. The City agrees to share all proposal responses with the PEC and to meet and discuss all aspects of each proposal response with the PEC. While the City agrees to consider the PEC's input and recommendations for the RFP, the parties agree the RFP will be prepared and advertised by the City. Prior to advertising the final RFP, the City agrees to provide the PEC with a copy of the same.

When the City and the PEC act further in accordance with this Section, the City shall request specific utilization and claims data from the GIC pursuant to 805 CMR 8.05(29), sections a and b. The City agrees to provide this information, only to the extent required for discussions with the PEC in accordance with the Section. The City agrees discussions regarding a successor agreement may include premium contributions, continuation of the EHCMP, plan copayments, and plan design.

8) Changes During the Term of Agreement:

The City and PEC are aware the GIC may eliminate or consolidate health insurance plans that are currently offered to subscribers during the term of this Agreement.

If the aforementioned takes place, in realizing the GIC's actions may adversely affect subscribers, the City agrees to meet and consult with the PEC in a timely manner and prior to the implementation of any change by the GIC in order to coordinate assistance to subscribers. The City agrees to meet with the PEC to discuss subscribers' options, plan outreach meetings for those affected, and assist them in selecting replacement health plans. The PEC agrees to assist the City in this effort and members agree to actively participate in any efforts to educate the affected subscribers within their respective bargaining unit.

9) Severability

If any provision or Section of this Agreement is found to be unenforceable or unlawful, the remaining provisions and Sections are to remain in full force and effect.

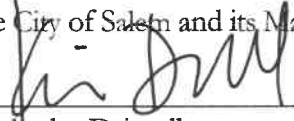
10) Scope and Modification

This Agreement shall constitute the whole of the Agreement between the City and the PEC. This Agreement may be modified only by written agreement approved in the same manner as the original Agreement.

11) Authorization to sign Agreement


Each signatory to this Agreement is authorized to bind the entity he or she represents. The PEC represents it has the authorization and approval of a majority of the weighted votes of the PEC. This Agreement is binding on all subscribers and their representatives.

The City of Salem and its Mayor

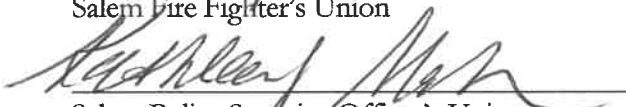


Kimberley Driscoll


The City of Salem Public Employee Committee



Salem Fire Fighter's Union



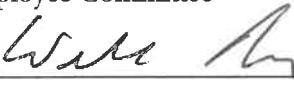
Salem Police Superior Officer's Union




AFSCME Local 294



RSCME



Salem Police Patrolman's Union



AFSCME Local 1818



Salem Teachers' Union



Salem School Administrators

DPS Employee Schedule of License Requirements

2/26/19

GRADE	TITLE	DIVISION	REQ LICENSURE	NEW ADDITIONAL	REMOVAL
7	laborer	Cemetery, park, Cemetery	none	no change	no change
9	Craftsman	Cemetery	CDL - Class B	No change	Remove Pesticide
9	HMEO	Cemetery	CDL - Class B	No change	
9	HMEO	Street	CDL - Class B	Tanker Endorsement	
9	HMEO	Water	CDL - Class B	Tanker Endorsement	
9	Craftsman	Park/Open Space	Class D	CDL - Class B	
9	Traffic Maintenance person	Traffic	Class D	CDL - Class B, Tanker Endorsement	
9	Water System Maintenance Person (change to HMEO)	Water	CDL - Class B	Tanker Endorsement	
14	Tree Climber	Tree/Shade	CDL - Class B, H2B (6mo to obtain)	H3A	Remove Pesticide
14	HEO	Cemetery	CDL - Class B, Hoist H2B	CDL - Class A	
14	HEO	Park/Open Space	CDL - Class B w/air brake, Hoist H2B	No change	
14	HEO	Water	CDL - Class B, Hoist H2B	Tanker Endorsement, H3A, H1B	
14	HEO	Street	CDL - Class B, Hoist H2B	Tanker Endorsement, H3A, H1B	
14	Senior Pesticide Applicator	Park/Open Space	Pesticide	CDL - Class B	
14	Mason	Street	Class D	CDL - Class B, Tanker Endorsement, H2B	
15	MER	Motor Pool	CDL - Class B, Hoist H2B	Tanker Endorsement, Passenger, H3A, A.C.	ASE Certification
17	Working Foreman	Park/Open Space	CDL - Class B, Hoist H2B, Pesticide		
17	Working Foreman	Building	class d	none	
17	Working Foreman	Cemetery	CDL - Class B, Hoist H2B (6mo to obtain)	Class A	Remove Pesticide
17	Working Foreman	Street	CDL - Class B, Hoist H2B	Tanker Endorsement, H1B, H3A	
17	Working Foreman	Water	CDL - Class B, *D2 (*must possess at time of appointment)	Tanker Endorsement, H1B, H3A, H2B	
17	Working Foreman	Motor Pool	CDL - Class B, Hoist H2B	AC, Passenger, Tanker Endorsement, H3A	
20	Head Working Foreman	Tree/Shade	CDL - Class B	H2B, H3A	Remove Pesticide
20	Head Working Foreman	Street	CDL - Class B	H2B, Tanker Endorsement, H3A, H1B	
20	Head Working Foreman	Water	CDL - Class B, *D3 (*must possess at time of appointment)	H2B, Tanker Endorsement, H3A, H1B	
20	Head Working Foreman	Motor Pool	CDL - Class B, Hoist H2B	H2B, Tanker Endorsement, H3A, H1B	

DPS Employee Schedule of License Requirements

2/26/19

GRADE	TITLE	DIVISION	REQ LICENSURE	NEW ADDITIONAL	REMOVAL
7	laborer	Cemetery, park, Cemetery	none	no change	no change
9	Craftsman	Cemetery	CDL - Class B	No change	Remove Pesticide
9	HMEO	Cemetery	CDL - Class B	No change	
9	HMEO	Street	CDL - Class B	Tanker Endorsement	
9	HMEO	Water	CDL - Class B	Tanker Endorsement	
9	Craftsman	Park/Open Space	Class D	CDL - Class B	
9	Traffic Maintenance person	Traffic	Class D	CDL - Class B, Tanker Endorsement	
9	Water System Maintenance Person (change to HMEO)	Water	CDL - Class B	Tanker Endorsement	
14	Tree Climber	Tree/Shade	CDL - Class B, H2B (6mo to obtain)	H3A	Remove Pesticide
14	HEO	Cemetery	CDL - Class B, Hoist H2B	CDL - Class A	
14	HEO	Park/Open Space	CDL - Class B w/air brake, Hoist H2B	No change	
14	HEO	Water	CDL - Class B, Hoist H2B	Tanker Endorsement, H3A, H1B	
14	HEO	Street	CDL - Class B, Hoist H2B	Tanker Endorsement, H3A, H1B	
14	Senior Pesticide Applicator	Park/Open Space	Pesticide	CDL - Class B	
14	Mason	Street	Class D	CDL - Class B, Tanker Endorsement, H2b	
15	MER	Motor Pool	CDL - Class B, Hoist H2B	Tanker Endorsement, Passenger, H3A, A.C.	ASE Certification
17	Working Foreman	Park/Open Space	CDL - Class B, Hoist H2B, Pesticide		
17	Working Foreman	Building	class d	none	
17	Working Foreman	Cemetery	CDL - Class B, Hoist H2B (6mo to obtain)	Class A	Remove Pesticide
17	Working Foreman	Street	CDL - Class B, Hoist H2B	Tanker Endorsment, H1B, H3A	
17	Working Foreman	Water	CDL - Class B, *D2 (*must possess at time of appointment)	Tanker Endorsment, H1B, H3A, H2B AC, Passenger, Tanker Endorsment, H3A	
17	Working Foreman	Motor Pool	CDL - Class B, Hoist H2B		
20	Head Working Foreman	Tree/Shade	CDL - Class B	H2B, H3A	Remove Pesticide
20	Head Working Foreman	Street	CDL - Class B	H2B, Tanker Endorsment, H3A, H1B	
20	Head Working Foreman	Water	CDL - Class B, *D3 (*must possess at time of appointment)	H2B, Tanker Endorsment, H3A, H1B AC, Passenger, Tanker Endorsment, H3A, H1B	
20	Head Working Foreman	Motor Pool	CDL - Class B, Hoist H2B		

2/26/19

DPS Employee Schedule of License Requirements

GRADE	TITLE	DIVISION	REQ. LICENSEURE	NEW ADDITIONAL	REMOVAL
7	laborer	Cemetery, park,	none	no change	no change
9	Craftsman	Cemetery	CDL - Class B	No change	Remove Pesticide
9	HMEO	Cemetery	CDL - Class B	No change	
9	HMEO	Street	CDL - Class B	Tanker Endorsement	
9	HMEO	Water	CDL - Class B	Tanker Endorsement	
9	Craftsman	Park/Open Space	Class D	CDL - Class B	
9	Traffic Maintenance person	Traffic	Class D	CDL - Class B, Tanker Endorsement	
9	Water System Maintenance Person (change to HMEO)	Water	CDL - Class B	Tanker Endorsement	
14	Tree Climber	Tree/Shade	CDL - Class B, H2B (6mo to obtain)	H3A	Remove Pesticide
14	HEO	Cemetery	CDL - Class B, Hoist H2B	CDL - Class A	
14	HEO	Park/Open Space	CDL - Class B w/air brake, Hoist H2B	No change	
14	HEO	Water	CDL - Class B, Hoist H2B	Tanker Endorsement, H3A, H1B	
14	HEO	Street	CDL - Class B, Hoist H2B	Tanker Endorsement, H3A, H1B	
14	Senior Pesticide Applicator	Park/Open Space	Pesticide	CDL - Class B	
14	Mason	Street	Class D	CDL - Class B, Tanker Endorsement, H2B	
15	MER	Motor Pool	CDL - Class B, Hoist H2B	Tanker Endorsement, Passenger, H3A, A.C.	ASE Certification
17	Working Foreman	Park/Open Space	CDL - Class B, Hoist H2B, Pesticide		
17	Working Foreman	Building	class d	none	
17	Working Foreman	Cemetery	CDL - Class B, Hoist H2B (6mo to obtain)	Class A	Remove Pesticide
17	Working Foreman	Street	CDL - Class B, Hoist H2B	Tanker Endorsement, H1B, H3A	
17	Working Foreman	Water	CDL - Class B, *D2 (*must possess at time of appointment)	Tanker Endorsement, H1B, H3A, H2B	
17	Working Foreman	Motor Pool	CDL - Class B, Hoist H2B	AC, Passenger, Tanker Endorsment, H3A	
20	Head Working Foreman	Tree/Shade	CDL - Class B	H2B, H3A	Remove Pesticide
20	Head Working Foreman	Street	CDL - Class B	H2B, Tanker Endorsment, H3A, H1B	
20	Head Working Foreman	Water	CDL - Class B, *D3 (*must possess at time of appointment)	H2B, Tanker Endorsment, H3A, H1B	
20	Head Working Foreman	Motor Pool	CDL - Class B, Hoist H2B	AC, Passenger, Tanker Endorsment, H3A, H1B	

CITY OF SALEM
DRESS CODE POLICY
AFSCME LOCAL 1818

D DRESS CODE:

City of Salem employees and volunteers often present the first image of the City to its citizens and visitors. Workplace attire must be neat, clean and appropriate for the work being performed and the setting in which the work is performed. Regardless of one's work setting or position, listed below are examples of what is generally considered to be unacceptable presentation and attire for the workplace. This list includes clothing that is revealing or provocative. Department heads and supervisors have some discretion within this listing depending upon the work to be performed by the employee and the location of such work.

Unacceptable clothing includes, but is not limited to:

- Clothing that is worn, torn, frayed and/or has patches or holes.
- Any clothing that displays words, terms or pictures that may be perceived as offensive to others.
- Athletic wear which includes, sweatpants and lounging pants (long or short), exercise pants, spandex shorts or pants, or jogging suits.
- Beachwear, which includes beach-style or rubber flip flops, any type of beach cover-ups, bathing suits or swimming trunks.
- Hat, baseball caps, and visors inside the office.
- Jeans or denim pants or slacks.
- Bare feet.
- Tops that reveal tops of breasts, cleavage, or midsection, or undergarments, and strapless tops, including tube-type tops.
- Sheer or see-through clothing, especially which allows undergarments to be visible.
- Skirts or dresses more than 4" above the knee.
- Skin tight or form fitting pants or tops, which includes yoga type pants and exercise tops.
- Tank tops, halter tops, and sleeveless muscle-type t-shirts.
- Undergarments worn as outer garments.
- Shorts of any kind.

Employees should address any particular questions or concerns related to professional attire with their department head or supervisor.

If an employee's dress or personal appearance fails to adhere to this Policy or meet standards as determined by the employee's supervisor based on this Policy, the employee will be asked to not wear the inappropriate item(s) to work again. If the problem persists, the employee's supervisor will contact the Human Resources Director who will then contact the Union and set up a meeting to address and resolve the matter.

II) ENFORCEMENT:

Department heads, supervisors, and/or their designees are responsible for enforcing this Policy.

To the extent there is a conflict between a specific provision of this Policy and a Collective Bargaining (CBA), the CBA takes precedence over the Policy.

Employees required to wear uniforms based on their CBA should continue to follow their respective department's uniform code policies. Uniformed employees are expected to dress appropriately for their job responsibilities and to wear the appropriate uniform or quality of apparel appropriate to their jobs and as provided to them by the City, if applicable.

Department Heads and their designees should use the following factors to determine appropriate dress code and personal appearance for their departments:

- Safety of self and others.
- Job responsibilities
- Contact with customers, visitors and the general public.

Reasonable accommodations to this Policy may be provided in order to comply with federal, state, and local laws.

III) CASUAL OR DRESS DOWN DAYS:

Employees are permitted to dress more casual on Fridays.

All guidelines under "Unacceptable Clothing Guidelines" apply, except that denim jeans may be worn on that day.

Denim must not be worn, torn, ripped, frayed, patched, faded, or with holes. Denim jeans must be worn with acceptable footwear, tops, and shirts.

IV) COMPLIANCE:

Department heads and supervisors are responsible to ensure all staff is aware and remains compliant with this Policy.

Violations of this Policy may be reported to Human Resources.

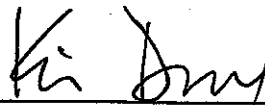
Questions regarding this Policy should be brought to the attention of the Human Resources Director.



For the Union

Date

11/18/2013



For the City

Date

11/20/13

**PERFORMANCE ASSESSMENT FORM
AFSCME CLERICAL/OFFICE STAFF**

NAME: _____

POSITION TITLE: _____

DATE OF HIRE: _____

DATE OF HIRE IN CURRENT POSITION, if different: _____

DEPARTMENT: _____

SUPERVISOR NAME AND TITLE: _____

EVALUATOR NAME AND TITLE, if different: _____

Introduction

In accordance with ARTICLE XX, Performance Assessment, this form will be completed on an annual basis by a non-unit management employee, no more than thirty days prior to the employee's anniversary date or promotion date. This form will be completed by a non-unit management employee no more than three months after an employee is hired, and this form will be completed by a non-unit management employee no more than six months after a newly hired employee's date of hire.

1) Overall job knowledge

Employee is familiar with policies, procedures, protocols and duties applicable to the position.

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

2) Quality of work and productivity

Completes tasks in timely manner

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Attention to detail, work is accurate and neat.

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

3) Work habits

Punctuality

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Overall attitude and dependability

Does not meet expectations: _____

Meets expectations: _____
Exceeds expectations: _____

Takes initiative

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

Ability to exercise sound judgment

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

4) Relationships

Customer service style and effectiveness, ability to work collaboratively, courteous and polite response to inquiries.

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

5) Adaptability and resourcefulness

Ability to multi-task when needed, adjust to change with minimum disruption, and produce with ease.

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

Comments and explanations (to be used when employee receives 'Does not meet expectations.')

Employee comments

Recommendations

SIGN OFF

Date: _____
Follow-up: _____
HR: _____
Date placed in file: _____

**PERFORMANCE ASSESSMENT FORM
AFSCME DPS STAFF**

NAME: _____

POSITION TITLE: _____

DATE OF HIRE: _____

DATE OF HIRE IN CURRENT POSITION, if different: _____

DEPARTMENT: _____

SUPERVISOR NAME AND TITLE: _____

EVALUATOR NAME AND TITLE, if different: _____

Introduction:

In accordance with ARTICLE XX, Performance Assessment, this form will be completed on an annual basis by a non-unit management employee, no more than thirty days prior to the employee's anniversary date or promotion date. This form will be completed by a non-unit management employee no more than three months after an employee is hired, and this form will be completed by a non-unit management employee no more than six months after a newly hired employee's date of hire.

1) Overall job knowledge

Employee is familiar with and can perform the duties applicable to the position.

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Employee possesses the requisite licenses and certifications for position

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

2) Quality of work and productivity

Work is thorough and tasks are completed on schedule, and if not, employee reports to supervisor of same.

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

3) Work habits and conformance

Punctuality

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Unassigned time is effectively utilized

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Instructions are followed and assignments are completed on schedule:

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Observes contractual time limits of meal periods, breaks, and end of day time

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

4) Appearance

Wearing of City-issued clothing or uniform

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

5) Relationships

Customer service style and effectiveness, able to effectively deal with the public and co-workers

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

6) Operation, maintenance and care of departmental equipment

Does not abuse vehicles and equipment beyond normal wear and tear, and maintains equipment's and vehicle's cleanliness

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

Follows operating and safety procedures in use of equipment

Does not meet expectations: _____
Meets expectations: _____
Exceeds expectations: _____

Comments and explanations (to be used when employee receives 'does not meet expectations.'

Employee comments

Recommendations

SIGN OFF

Date: _____
Follow-up: _____
HR: _____
Date placed in file: _____

**PERFORMANCE ASSESSMENT FORM
AFSCME PARKING GARAGE STAFF**

NAME: _____

POSITION TITLE: _____

DATE OF HIRE: _____

DATE OF HIRE IN CURRENT POSITION, if different: _____

DEPARTMENT: _____

SUPERVISOR NAME AND TITLE: _____

EVALUATOR NAME AND TITLE, if different: _____

Introduction:

In accordance with ARTICLE XX, Performance Assessment, this form will be completed on an annual basis by a non-unit management employee, no more than thirty days prior to the employee's anniversary date or promotion date. This form will be completed by a non-unit management employee no more than three months after an employee is hired, and this form will be completed by a non-unit management employee no more than six months after a newly hired employee's date of hire.

1) Overall job knowledge

Employee is familiar with and can perform the duties applicable to the position.

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Employee is familiar with policies and procedures relative to the position and department, and can convey to the public.

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

2) Quality of work and productivity

Work is thorough and tasks are completed on schedule, and if not, employee reports to supervisor of same

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

3) Work habits and conformance

Punctuality

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Instructions are followed and assignments are completed on schedule

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Observes contractual time limits of meal periods, breaks, and end of day time

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

4) Appearance

Wearing of City-issued clothing or uniform

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

5) Relationships

Customer service style and effectiveness, able to effectively deal with the public

Does not meet expectations: _____

Meets expectations: _____

Exceeds expectations: _____

Comments and explanations (to be used when employee receives 'does not meet expectations.'

Employee comments

Recommendations

SIGN OFF

Date: _____

Follow-up: _____

HR: _____

Date placed in file: _____

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS**

In the Matter of

CITY OF SALEM

and

**Case Nos.: MCR -14-3896
CAS -14-3996**

AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, LOCAL 1818
COUNCIL 93, AFL-CIO

and

MASSACHUSETTS COALITION OF
POLICE, AFL-CIO

SETTLEMENT AGREEMENT

On July 28, 2014, the Massachusetts Coalition of Police (“MassCOP”) filed a petition to represent the full-time Salem Police Dispatchers (“Police Dispatchers”), employed by the City of Salem (“City”) with the Department of Labor Relations (“DLR”), docketed as MCR-14-3896. On September 12, 2014 the City filed a petition to clarify the City’s bargaining unit represented by American Federation of State County and Municipal Employees, Local 1818, Council 93 (“AFSCME”) docketed as CAS-14-3996, to include the Police Dispatchers. The DLR consolidated these cases (MCR-14-3896 and CAS-14-3996) for hearing. On September 23, 2014, MassCOP filed a motion to intervene in CAS-14-3996. MassCOP’s motion was allowed. In light of the foregoing, AFSCME, the City, and MassCOP (hereinafter “the parties”) hereby enter into this Agreement on the terms set forth below:

1. Effective August 1, 2014, the City shall voluntarily recognize AFSCME as the exclusive bargaining representative of the Police Dispatchers sought by MCR-14-3896.

2. The following terms and conditions of employment for the Police Dispatchers shall, effective August 1, 2014, be incorporated as part of the Collective Bargaining Agreement (“CBA”) between the City and AFSCME, Council 93, Local 1818 expiring June 30, 2014:
- a) RECOGNITION: The title “Police Dispatcher” shall be included as a title in Article 1, §B, “Unit 2” of the CBA.
 - b) IN UNIT SENIORITY: Over all “seniority” in the bargaining unit shall be determined in accordance with Article 5, §A of the CBA.
 - c) LENGTH OF SERVICE: A Police Dispatcher’s original date of hire shall be used to determine “length of service” for the purposes of calculating benefits under the CBA (personal, vacation and sick leave, and sick leave buyback).
 - d) IN TITLE SENIORITY: A Police Dispatcher’s original date of hire shall be used to determine Police Dispatcher “in-title” seniority or length of service.
 - e) WAGES: All Police Dispatchers working for the City will continue to receive wages at their current hourly rate as established by the City of Salem through December 31, 2014. Effective January 1, 2015, all Police Dispatchers working for the City shall be placed at Step 1 of Grade 14 of the wage schedule established by the CBA between AFSCME and the City (currently \$21.36 per hour). Police Dispatchers employed as of January 1, 2015 shall advance on the AFSCME salary schedule annually on January 1, thereafter. Police Dispatchers hired after January 1, 2015 shall initially be paid as Grade 14, Step 1, and they shall advance under the salary schedule under the terms of the CBA thereafter. Any increase that may be negotiated by the City and AFSCME to the wage schedule as part of a successor collective bargaining agreement to the current CBA that expired June 30, 2014, shall be paid to the Police Dispatchers effective January 1, 2015.
 - f) HOURS OF WORK: All Police Dispatchers working for the City will continue to work a “4-2” schedule (four days on, with two consecutive days off). Police Dispatchers will continue to work the same regularly scheduled shifts (7:00 AM – 3:00 PM; 3:00 PM – 11:00 PM; and 11:00 PM – 7:00 AM), subject to the terms of the provisions of Article 7, §B.
 - g) SHIFT DIFFERENTIAL: All Police Dispatchers working for the City from the date of this agreement through December 31, 2014, shall continue to receive an eight percent (8%) shift differential for working the evening (3:00PM – 11:00PM) or overnight (11:00 PM – 7:00 AM) shifts. Effective January 1, 2015 all Police Dispatchers working for the City shall be paid a shift differential under the terms of the CBA and shall receive a nine percent (9%) shift differential for working the evening (3:00 PM – 11:00 PM) or overnight (11:00 PM – 7:00 AM) shifts).

- h) WEEKEND SHIFT DIFFERENTIAL: All Police Dispatchers working for the City shall continue to receive a \$0.50/hour weekend shift differential for all hours worked between the hours of Friday at 3:00 PM and Monday at 7:00 AM.
 - i) VACATION: Police Dispatchers shall receive vacation under Article 13 of the CBA, but "continuous service" as described in Article 13 shall include the Police Dispatcher's time served as Police Dispatchers prior to inclusion in the AFSCME bargaining unit.
 - j) SICK LEAVE: Effective January 1, 2014, the "Service Date" of Police Dispatchers employed as of the date this Agreement is executed shall be the Police Dispatcher's initial date of hire as a Police Dispatcher for the purpose of determining eligibility for "Sick Leave Buyback" pursuant to the terms of Article 14, Section H.1 of the CBA.
 - k) HOLIDAYS: All Police Dispatchers working for the City from the date of this agreement through December 31, 2014, shall continue to receive payment for holidays in accordance with the practice currently in place and shall not be subject to the provisions of Article 12 of the CBA. Beginning January 1, 2015, the terms of Article 12 of the CBA shall apply to all Police Dispatchers.
 - l) UNIFORMS: Police Dispatchers shall continue to receive uniforms through the Police Department in the manner currently provided.
3. This Agreement has no impact on any rights of members of the AFSCME bargaining unit at the time of the Agreement or any rights of the Police Dispatchers, as conferred by MGL c. 31, the Civil Service Statute.
4. In full and fair consideration of the foregoing, by this Agreement, the City withdraws CAS-14-3996 with prejudice.

5. In full and fair consideration of the foregoing, by this Agreement, MassCOP withdraws MCR-14-3896 with prejudice.

For the City of Salem:

Kim Drinnell
By:

Date: 12-8-14

**For AFSCME, Local 1818
Council 93, AFL-CIO:**

David Howard
By:

Date: 11/13/14

**For the Massachusetts Coalition
of Police, AFL-CIO:**

[Signature]
By:

Date: 12/02/2014