BEVERLY MUNICIPAL EMPLOYEES ASSOCIATION of CITY HALL

AGREEMENT & BY-LAWS

July 1, 2015 – June 30, 2018

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AGREEMENT BETWEEN THE

CITY OF BEVERLY

AND THE

BEVERLY MUNICIPAL EMPLOYEES ASSOCIATION

7/1/15 – 6/30/18

The Collective Bargaining Agreement that covered the period July 1, 2011, through June 30, 2014 was extended for one year to June 30, 2015 by agreement of the parties with no changes.

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The purpose of this AGREEMENT is the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceable procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I – RECOGNITION

A. Unit "A". The City recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for employees in the following described bargaining unit, hereinafter sometimes called Unit "A":

All regular full-time and regular part-time clerical employees, including but not limited to Senior Clerk; Senior Assessing Clerk/CPA Coordinator; Outreach Coordinator; Volunteer Coordinator, Mail Messenger/Courier; Secretary/Receptionist; Principal Clerk; Telephone Operator; Parking Clerk; Activities Coordinator; Water Clerk; Administrative Assistant I; Administrative Assistant II; Secretary I; Secretary II, Assistant Registrar; Senior Bookkeeper I; Senior Bookkeeper II; Administrative Assistant; Assistant to Director; Assistant to Purchasing Agent; Payroll Coordinator; Financial Analyst; Administrative Elections Officer; ZBA Clerk, Engineering Clerk, but excluding Administrative Assistant (assistant to the fire chief) and Secretary II (assistant to police chief) with incumbent (as of May 17,2016) assistant to police chief grandfathered, but excluding all managerial, confidential employees and all other non-union employees.

B. Unit "B". The City recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for employees in the following described bargaining unit, hereinafter sometimes called Unit "B":

> All technical employees, including but not limited to Parking Control Officer; CDL Bus Driver; Transportation Coordinator; Animal Control Officer; Animal Services Assistant; Associate Planner; Environmental Planner; Airport Mechanic; Electrical Inspector; Local Building Inspector; Health Inspector; Senior Engineering Aide; Gas/Plumbing Inspector; Assistant Planner; Veteran's Services Director; Sanitarian; Public Health Nurse; Dental Hygienist; Staff Civil Engineer; Assistant City Engineer; Fire Department Mechanic; GIS Coordinator; Project Coordinator; Sealer of Weights & Measurers; IT Help Desk/Tech Specialist; Economic Development Planner I; Purchasing Agent; Custodian; Custodian/Building Manager; but excluding all managerial, confidential employees and all other non-union employees.

C. The City shall notify the Union when new positions within either Unit A or Unit B are being created and when positions within either unit are being upgraded.

ARTICLE II - MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the City's operations, working force and facilities are exclusively vested in the City. Without in any way limiting the generality of the foregoing, the City has the right to plan, direct and control the City's operations and working force, to hire, transfer, promote, assign, and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees, to evaluate employees, to determine the hourly, daily and weekly schedule of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and

employees or by others, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively in the City.

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

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

The Human Resources Director shall be involved in all matters under the contract, rules and regulations of the bargaining unit.

ARTICLE III - UNION DUES

(a) During the life of this Agreement and in accordance with the terms of the form of authorization of checkoff of dues, the City agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the weekly pay of each employee who shall authorize it by the signing and furnishing to it of such checkoff dues form, and remit the aggregate amount to the Treasurer of the Union, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the City of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and Recording Secretary of the Union. In the event of any change of the Treasurer of the Union, the City shall be notified by the same method.

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

(b) Subject to the provisions of M.G.L. Chapter 150E, Section 12, employees who are not members of the Union shall be required, as a condition of continued employment, to pay to the Association, a service fee. The amount of such service fee shall be commensurate with the employee's proportionate share of the costs of collective bargaining and contract administration, to the extent permitted under M.G.L. Chapter 150E, Section 12.

The Association shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the City under this Article.

ARTICLE IV - PROBATIONARY PERIOD

Non-Civil Service Employees

The first six months of continuous service shall be considered to be the probationary period. Probationary employees may be disciplined, including discharged, or otherwise terminated at the sole discretion of the City, and such action shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE V - JUST CAUSE

(a) Civil Service Employees

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

(b) Non-Civil Service Employees

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

(c) An employee who proceeds under M.G.L. Chapter 31, Section 41 may not claim a violation of this Article and utilize the grievance and arbitration provisions of this Agreement.

ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1: The Union President, with or without the aggrieved employee, shall take up the grievance with the employee's Department Head, except as hereinafter provided, within twenty (20) calendar days of the date of the grievance or of the date the employee first knew or should have known of its occurrence. Such grievance shall be submitted in writing, and shall set forth the facts relied upon, the section of the Agreement allegedly being violated, the remedy sought, and shall be signed by the

aggrieving employee. The Department Head shall attempt to adjust the matter and shall respond to the Union President in writing within ten (10) calendar days after the submission of the grievance to him in Step 1.

Step 2: If the grievance has not been settled in Step 1, it shall be presented to the Mayor or his designated representative within fourteen (14) calendar days after the Department Head's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Mayor or his designated representative shall respond in writing or schedule a meeting within fourteen (14) calendar days following receipt of the written grievance. In the case of a meeting being scheduled, a written reply shall be submitted by the Mayor, or his designated representative, within seven (7) calendar days from the completion of the meeting.

Step 3: If the grievance is still unresolved, either party may, within thirty (30) calendar days after the reply of the Mayor is due or received, whichever is earlier, submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and written notice to the other party.

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

No employee shall have the right to require arbitration, the right being reserved to the Union and the City exclusively.

Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed a final waiver and abandonment of the grievance. Failure of the Department Head, the Mayor or their designated representatives to reply to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step. The time limits specified may be extended only by the mutual agreement of the parties in writing in each instance to a date certain. Failure to specify such date shall make any such extension ineffective.

By agreement of the parties, a grievance may be mediated before arbitration is filed, however, any such agreement to mediate shall not automatically toll the running of the 30 calendar-day period in which to file for arbitration, which may be extended only according to Step 3 of this Article.

ARTICLE VII - HOURS OF WORK

Section 1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or per year.

Section 2. The normal work week shall be thirty-five (35) hours as follows:

Monday: 8:30 a.m. to 4:30 p.m. (1 hr. unpaid lunch)

Tuesday: 8:30 a.m. to 4:30 p.m. (1 hr. unpaid lunch)

Wednesday: 8:30 a.m. to 4:30 p.m. (1 hr. unpaid lunch)

Thursday: 8:30 a.m. to 7:30 p.m. (1 hr. unpaid lunch; 1/2 hr. unpaid supper)

Friday: 8:30 a.m. to 1:00 p.m.

Employees in departments that have historically worked different hours from those specified above shall continue to work the hours historically worked in their respective departments.

ARTICLE VIII - EXTRA TIME - COMPENSATORY TIME - CALL BACKS

(This Article shall not be applicable to the Sealer of Weights and Measures).

1. Full time employees assigned to work beyond their regularly scheduled hours shall receive the following:

a. The City shall grant compensatory time off, at time and one half or shall pay the employee overtime wages at time and one half, at the employee's option.

b. Employees shall use compensatory time off with at least forty-eight (48) hours notice so that it shall not create an unreasonable burden to the City, subject to the reasonable discretion of the Department Head.

c. Employees shall not accumulate more than two hundred and forty (240) hours of compensatory time off.

d. Employees terminating employment with the City shall be compensated for all compensatory time owed at the employee's rate of pay at the time of termination.

e. Any employee called back to work after having completed his/her assigned work and left his/her place of employment and before his/her next regularly scheduled starting time who is called back to work shall receive four hours minimum wages at time and one half. When such callbacks occur on a holiday listed in Article XII, below, the employee shall receive two and one-half times his/her wage rate.

2. Part-time employees assigned to work beyond their regularly scheduled hours shall receive compensatory time off at straight time or wages at their regular

hourly rate of pay, up to thirty-five (35) hours in a payroll week. For hours worked beyond thirty-five (35) in a payroll week, part-time employees shall have the same options as full-time employees.

ARTICLE IX - PAY SCHEDULE

Attached to and considered part of this Agreement is a pay schedule at Exhibit A. Employees shall be compensated in accordance with said schedule.

Employees promoted to a new grade shall be paid at the step on the new grade which provides them with a minimum of a twenty-five dollar ($25) per week pay increase. An employee's hiring date shall be considered his/her anniversary date for purposes of compensation and benefits, unless and until an employee is promoted, at which time the date of promotion shall become the employee's anniversary date.

ARTICLE X - LONGEVITY

(a) Full-time employees shall be eligible to receive longevity compensation, as hereinafter provided, subject to the conditions hereinafter provided:

Years of Service	Compensation
10 years or more of employment with the City of Beverly	$500.00
15 years or more of employment with the City of Beverly	$700.00
20 years or more of employment with the City of Beverly	$900.00
25 years or more of employment with the City of Beverly	$1100.00

(b) Employees, as aforementioned, who reach the requisite service longevity period by December 31 of any year will receive payment, as aforementioned, the first pay day in December and subject to the foregoing, each December thereafter. Such payment shall be in a separate check or direct deposit.

(c) Regular part-time employees regularly working 20 hours per week or more: Subject to the terms and conditions provided for full-time employees, regular part-time employees regularly working twenty hours per week or more shall be eligible to receive longevity compensation but on a pro rata basis.

Example: (Regular part-time employee with 11 years of employment with the City of Beverly who works 25 hours per week)

$$\frac{25}{35} \times \$500.00 = \$357.14$$

(d) Regular part-time employees regularly working fewer than 20 hours per week shall receive one half (1/2) the longevity payments of full-time employees.

(e) In the event an employee retires or deceases prior to the issuance of longevity payment for that calendar year, he/she shall receive (or in the case of death, his/her beneficiary shall receive) a pro-rated longevity payment determined by that fraction of the full calendar year represented by the full months and any part of a month such employee was employed.

ARTICLE XI - VACATION[1]

(A) Applicable Only to Full-Time Employees

1. Full-time employees shall be entitled to vacation with pay, subject to the terms and conditions hereinafter provided, in accordance with the following schedule:

Length of Service as of Anniversary Date of Employment	Amount of Vacation
More than one (1) year but less than five (5) years of employment with the City of Beverly	Seventy (70) hours
More than five (5) years but less than ten (10) years of employment with the City of Beverly	One hundred and five (105) hours
More than ten (10) years but less than twenty (20) years of employment with the City of Beverly	One hundred and forty (140) hours
Twenty (20) years or more of employment with the City of Beverly	One hundred and seventy-five (175) hours

Employees who have completed eight (8) months of service may take up to thirty-five (35) hours of vacation provided, however, that hours so taken shall be credited against the seventy (70) hours to which the employee becomes entitled after one (1) year of service.

2. In order to be entitled to any vacation with pay, the employee must have actually worked the following amount of time during the year ending on each anniversary date of employment: 3/4ths of working schedule.

3. Except as hereinafter provided, an employee must take his/her vacation time during the year following his eligibility therefore or else such vacation time

[1] Vacation schedules are based on employees who work a 35 hour week. For employees who work a 40 hour week, "40" should be substituted for "35" and any multiple or fraction thereof.

shall be lost. Up to seventy (70) hours vacation time may be carried over to the succeeding year.

4. The vacation schedule shall be established by the employee's department head in accordance with seniority. Employees shall be permitted to take vacation in four (4) hour increments, except that employees working the normal 35-hour schedule leaving work on Thursday's at 4:30 p.m. shall be charged 2.5 vacation hours and employees taking vacation on a Friday shall be charged 4.5 hours of vacation.

5. In the event a holiday falls within an employee's vacation, s/he shall receive an additional day off at a time mutually agreed upon between the department head and the employee.

6. An employee who quits his/her employment or who is discharged for cause prior to the time s/he becomes eligible for his/her vacation (anniversary date) shall not be entitled to any vacation pay. In the event of death or retirement prior to the employee's vacation eligibility date, the amount of vacation entitlement and the eligibility requirements therefore shall be prorated.

(B) Applicable to Part-Time Employees

Subject to the terms and conditions provided for full-time employees, said employees shall be eligible for vacation on a pro rata basis after one (1) year of service.

ARTICLE XII – HOLIDAYS

A. Applicable Only to Full-Time Employees

The following days, as State designated, shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day

Christmas Day
1/2 day, day after Thanksgiving
1/2 day, December 24th (as of noon)
1/2 day, December 31st (as of noon)

and any other day that may be declared a holiday by the City of Beverly.

Should any holiday fall on a Saturday or a Sunday, the employee subject to Department Head regulation, shall be granted the preceding seven and one-half hour work period off or the following Monday off.

(B) All part-time employees shall receive their regular week's pay, regardless of holidays, without any change in their regular schedules.

ARTICLE XIII - HEALTH AND WELFARE

(Applicable Only to Full-Time Employees and Part-Time Employees Regularly Working Twenty or More Hours Per Week)

Health Insurance for all City of Beverly employees governed by this collective bargaining agreement is as provided pursuant to the terms of the MUNICIPAL HEALTH INSURANCE AGREEMENT between the City of Beverly and the Public Employees Committee dated January 10, 2012.

ARTICLE XIV - SICK LEAVE

A. Regular Full-Time Employees

1. Regular full-time employees shall be entitled to accrue sick leave with pay at the rate of one and one-fourth (1 1/4) days for each month of service, not to exceed fifteen (15) days per year.[2] All employees shall be entitled to accumulate sick

[2] Gail Carmody shall continue to accrue sick leave at the rate of one and two-thirds days per month, not to exceed twenty days per year. Unless Ms. Carmody elects to accrue sick leave at fifteen days/year, she shall be ineligible to participate in the incentive program in Section D, below.

leave to a maximum of two hundred (200) days. Employees who are at the maximum accrual and who use fewer than their annual allotment of sick days shall, at the end of the year, remain at the maximum accrual.

An employee who has accumulated more than two hundred (200) days as of 10/1/2016 is grandfathered for purposes of maximum accumulation at the amount he/she has accumulated as of that date and may continue to accumulate up to the amount he/she had as of that date (10/1/2016).

2. Sick leave may be utilized for personal injury or illness, for any required medical procedure, or to care for a sick spouse parent or child. Use of sick leave to care for someone other than the employee is limited to fifteen (15) days per year, except employees shall be permitted to utilize any accrued sick leave when leave is taken pursuant to the Family and Medical Leave Act (FMLA) as follows:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

In extraordinary situations, an employee may petition his/her Department Head to use his/her accrued sick leave beyond that permitted above, with a right of appeal to the Director of Human Resources and the Mayor, but a denial of such a petition may not be appealed to arbitration.

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3. Employees who have received a written warning or greater level of discipline for sick leave abuse within one year may not utilize more than fifteen days of sick leave in that year unless they have first exhausted all personal leave and vacation leave.

4. At the discretion of the City, the Human Resources Director may require an employee to submit appropriate doctor's letter or note to support any request for sick leave provided, however, the City will not be arbitrary or capricious in its demands. When an employee is requested to provide a doctor's letter or note to support his/her request for sick time, the expense for said doctor's letter or note shall be paid for by the employee.

5. Full time employees with ten (10) or more years of continuous service for the City of Beverly shall be eligible to receive upon retirement (or their beneficiary in the case of death) a payment equal to fifty percent (50%) of their accumulated sick leave based on salary at time of retirement, with a maximum of one hundred fifty (150) days of accumulated sick leave.

An employee who has accumulated more than 150 sick days as of 10/1/2016 is grandfathered at the amount he/she has accumulated as of that date and may convert up to one half (1/2) of his accumulated sick pay on retirement or death, but in no event can an employee grandfathered under this clause convert more than ½ of 200 days, or half of the amount at which the employee is grandfathered, whichever is less.

B. Regular Part-Time Employees Regularly Working Twenty Hours Per Week or More

Regular part-time employees regularly working twenty (20) hours per week or more shall be entitled to accrue sick leave with pay at the rate of one and one-fourth (1-

1/4) days for each month of service, not to exceed fifteen (15) days per year. Said employees shall be entitled to accumulate sick leave to a maximum of 120 days.

An employee who currently is entitled to accumulate up to 170 days and who has accumulated more than (136) days as of 10/1/2016 is grandfathered for purposes of maximum accumulation at the amount he/she has accumulated as of that date and may continue to accumulate up to the amount he/she had as of that date (10/1/2016).

Regular part-time employees working twenty (20) hours a week or more with ten (10) or more years of continuous service for the City of Beverly shall be entitled to receive upon retirement (or their beneficiary in the case of death) a payment equal to fifty percent (50%) of their accumulated sick leave based upon salary at the time of retirement, with a maximum of one hundred thirty six (136) days of accumulated sick leave.

An employee who currently is entitled to accumulate up to 150 days and who has accumulated more than (120) days as of 10/1/2016 is grandfathered for purposes of maximum accumulation at the amount he/she has accumulated as of that date and may continue to accumulate up to the amount he/she had as of that date (10/1/2016).

For purposes of this section "day" shall mean one fifth (1/5) of the hours regularly worked each week by such employee.

C. Regular Part-Time Employees Regularly Working Fewer Than Twenty Hours Per Week

Regular part-time employees regularly working fewer than 20 hours per week shall be entitled to accrue sick leave with pay at the rate of one day for each month of

service, not to exceed twelve (12) days per year. Said employees shall be entitled to accumulate sick leave to a maximum of 98 days.

Regular part-time employees working fewer than twenty (20) hours a week with ten or more years of continuous service for the City of Beverly shall be entitled to receive upon retirement (or their beneficiary in the case of death) a payment equal to fifty percent (50%) of their accumulated sick leave based upon salary at time of retirement, with a maximum of ninety-eight (98) days of accumulated sick leave.

An employee who currently is entitled to accumulate up to 122 days and who has accumulated more than (98) days as of 10/1/2016 is grandfathered for purposes of maximum accumulation at the amount he/she has accumulated as of that date and may continue to accumulate up to the amount he/she had as of that date (10/1/2016).

For purposes of this section "day" shall mean one fifth (1/5) of the hours regularly worked each week by such employee.

For purposes of Sick Leave Buyback by Part Time Employees (less than 20 hours per week) retirement shall only mean:

a. Employee is 60 years old with 10 years of service; or

b. Employee has 20 years of service at any age; or

c. Employee enters into a state or municipal pension system; or

d. Employee enters into social security.

D. <u>Sick Leave Incentive</u>

All employees shall be eligible to elect to participate in a sick leave incentive program. Under this program, employees may redeem up to five (5) sick days per year for cash payment, based on sick leave usage in the preceding fiscal year. All sick days not redeemed or used shall be added to the employee's accumulation.

Employees opting into this program shall receive an annual sick leave incentive based on the following schedule:

Regular Full-Time Employees and Regular Part-Time Employees Working Twenty (20) or more Hours per Week

Sick Days Used	Bonus/Redeemed Days
0	5
1	4
2	3
3	2
4	1
5	0

Regular Part-Time Employees Regularly Working Fewer Than Twenty (20) Hours Per Week

Sick Days Used	Bonus/Redeemed Days
0	4
1	3
2	2
3	1
4	0

No later than July 15 of each year, employees who are interested in selecting the City's sick leave incentive program shall, by written notification to the Human Resources Department, indicate their desire to accept the sick leave incentive program for the previous fiscal year. Annually, the City shall give all bargaining unit employees reasonable advance notice of this July 15 deadline. ***Sick leave incentive shall be paid in the first pay period of October.***

E. SICK LEAVE BANK

Effective July 1, 2005, a sick leave bank is established in accordance with the provisions:

1. A sick leave bank will be established for use by permanent full-time members who have exhausted their own sick leave, vacation days and personal days and have a prolonged and/or serious illness or injury.

2. Each member may contribute up to one-half his/her annual earned sick leave, i.e. 10 days or 7.5 days if the member is currently part of the sick leave incentive program.

3. Members are to notify both the BMEA and the Human Resource Director of the days he/she wishes to donate. Additional days may be donated in the event that the Sick Leave Bank becomes depleted.

4. All unused days in the Sick Leave Bank shall carry over to the next year. However, at no point shall the number of days in the Sick Leave Bank exceed five hundred eighty two (582) days.

5. The Sick Leave Bank shall be administered by a Sick Leave Board consisting of five (5) members: three (3) from the City and two (2) from the BMEA, consisting of one officer and one volunteer from the membership, designated by the BMEA Executive Board and to serve at its pleasure. In the event that the member applying to the Sick Leave Bank is a member of the Sick Leave Bank Board, an alternate shall be designated by the BMEA Executive Board. In order to award sick days, a majority vote is necessary.

6. Any initial grant of sick leave by the board shall not exceed thirty (30) days. If need continues, re-application to the Sick Leave Board may be made for two extensions, up to a maximum of thirty (30) days for each such extension. The Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident.

7. Subject to the provisions in this Article the Board shall utilize the following criteria in administering the Sick Leave Bank and in determining eligibility and amount of leave:

(a) Adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury and expected date of return. This information shall be strictly confidential within the Sick Leave Bank Board.

(b) The Sick Leave Bank Board may require a second opinion from an independent physician. A majority vote of the Sick Leave Bank Board is necessary to request a second opinion. The cost of the examination will be borne by the City.

(c) Prior to being eligible to apply to the Sick Leave Bank, and except for previous serious and/or prolonged illness or injury or other justifiable reasons (for example caring for a sick family member), a member must have twenty-five percent (25%) of the total number of sick days he/she could have accumulated, based on the member's date of hire as a permanent full-time member.

8. The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and not subject to grievance and arbitration process and shall not be subject to the Labor Relations Commission.

F. OPEB

Effective 10/1/2016, and annually thereafter on October 1st, the City will reduce sick leave for each full time member of the bargaining unit by one day of sick leave (7 hours, prorated for part-timers), and the City will contribute the value of that time to an OPEB fund. Sick time shall be taken from the employee's yearly accrual allotment. This deduction from sick leave shall not affect the employee's eligibility for sick leave incentive.

ARTICLE XV - PERSONAL LEAVE - TIME OFF

A. FULL-TIME EMPLOYEES

Regular full-time employees shall be allowed each year four (4) personal days with pay. Each such day shall be requested forty-eight (48) hours in advance except in cases of emergency. Personal days may not be taken before or immediately after vacations or holidays unless permission is granted therefor by the employee's Department Head, except in cases of emergency. Not more than two (2) employees in the same department will be allowed to be absent on personal leave on the same day, except with permission of the Department Head. Except for new hires during the first calendar year of their employment, personal days for all BMEA employees are accrued the first week in January each year. During the first calendar year of employment, all new hires will receive personal time pro-rated based upon that portion of the calendar year employed. Personal days are not cumulative from year to year.

B. PART-TIME EMPLOYEES REGULARLY WORKING 20 OR MORE HOURS PER WEEK

Regular part-time employees working 20 or more hours per week shall receive personal days in the same manner as full time employees, except the number of annual personal days for an employee regularly working more than 20 hours per week shall be determined by calculating 4/5 of that employee's average work week. [For example, an employee working 25 hours per week shall receive 25 X 4/5, or 20 hours of annual personal leave.].

ARTICLE XVI – BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the employee shall be allowed to be absent from work, with pay, on all work days falling within the five (5)

working days commencing the day of death. To be eligible for leave with pay as provided herein the employee must be absent to arrange for or to attend the funeral and must give notice to the designated authority of the purpose of such absence not later than the first full working day of such absence. An employee may utilize allotted bereavement leave on other days in the event of an unusual circumstance, such as a memorial service, in consultation with the Department Head, with a right of appeal to the Human Resources Director only. In no event shall the employee be entitled to more than five (5) total working days of bereavement for each death.

Immediate family means spouse, child, mother, father, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, or person living in the employee's household. Child, mother and father shall be deemed to include step child, step mother and step father.

For the death of any other relative not specifically referenced above, an employee shall be granted one (1) working day of bereavement leave. This includes aunt, uncle, first cousin, niece, nephew, spouse's grandparent, and any other relative living within the employee's household.

ARTICLE XVII - JURY PAY

In the event that an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for time spent as a juror the difference between the amount he received for jury duty (excluding trial allowances or reimbursement of expenses) and the amount s/he would have received had s/he been employed by the City during such time, provided s/he was scheduled to work during such time. Jury pay shall be computed on the basis of the employee's base

hourly rate and shall be limited to the amount of hours regularly worked per day. To be eligible for the jury duty benefits provided herein, the employee must give the City reasonable notice that he has been summoned for jury duty, must furnish satisfactory evidence that s/he reported for or performed jury duty during the time for which s/he claims payment and during the period of jury service the employee must report for work when his/her services as a juror are not required. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

This Article is not applicable to part-time employees who regularly work fewer than twenty (20) hours per week.

ARTICLE XVIII - MILITARY LEAVE

The City will comply with the requirements of all State and Federal Laws with respect to employees who are called to serve in the armed forces of the State of Massachusetts or the United States.

ARTICLE XIX - FAMILY AND MEDICAL LEAVE ACT

The City will comply with the requirements of the Family and Medical Leave Act. Leaves taken under this agreement for reasons covered by any state or federal law, including but not limited to the FMLA, will be considered FMLA leave as well as leave under this Agreement and leave under any other applicable state and federal law, and will be deducted from the employee's statutory leave entitlement.

ARTICLE XX – Deleted.

ARTICLE XXI - STRIKES

There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sitdowns or slowdowns, or any other interference with the City's operations, whether direct or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

ARTICLE XXII - MISCELLANEOUS

A. Appointments to the following positions shall be made to members of Unit A or Unit B as described in State Labor Relations Commission's decision MCR 2853.

1. Sanitary Inspector

The stipend paid for said positions shall be as determined by the City.

B. The provisions of this Agreement shall be applicable to Unit A and Unit B except as otherwise provided.

C. Nurses shall be granted an annual clothing allowance of two hundred fifty ($250) dollars.

D. Employees in the following classifications shall receive annual clothing allowances as specified:

Dog Officer	$300
Health Inspector	$300
Code Enforcement Inspector	$300
Airport Mechanic	$300
Fire Mechanic	$300
Meter Personnel	$200

The incumbent Fire Mechanic shall receive an annual clothing allowance of six hundred dollars ($600.00). This includes a credit of one hundred dollars ($100.00) at the uniform vendor used by the Fire Department and a check payable to the employee for five hundred dollars ($500.00). This provision applies to the current occupant of this position only.

E. The following employees shall receive the following mileage stipends so long as they are required to use their automobiles in the performance of their duties.

Code Inspector	$1,200
Health Inspector	$1,200
Sanitarian	$1,200
Plumbing & Gas	$1,800
Veteran's Agent	$1,800

F. Deleted

G. If the animal control officer is required to carry firearm(s) in the course of his/her employment, he/she shall receive an annual firearms stipend of $560 and must maintain a current license to carry and further shall notify the City immediately in the event of suspension or termination of such license to carry.

H. Any employee assuming the duties of a higher grade position with the approval of his/her department head shall, after the first week in that higher grade position, be temporarily promoted to the higher grade. This provision shall not apply to employees filling in during vacations or short term illnesses. Short term illness for this purpose is defined as one month or less.

I. Upon prior notice to the department head, employees shall be reimbursed for courses required to maintain certification for his or her position. Subject to reasonable approval of the department head, employees shall be allowed to take such courses during work time or be given compensatory time off for time spent taking such

courses during non-work time. Costs of any required certifications shall also be paid or reimbursed by the City, subject to prior notice to the department head.

Subject to department head approval, employees shall be reimbursed for courses that improve their performance and efficiency.

J. Return To Duty

Section 1. Any employee absent for fifteen (15) consecutive tours of duty may be required to submit to a return to duty physical by a physician designated by the City.

Section 2. Such exam shall be limited to the sole question of whether the employee has recovered sufficiently from the sickness, condition or injury which caused the absence from duty, to return to duty.

Section 3. Employees required to travel outside the City of Beverly for such exam shall either be given the use of a City vehicle or will be reimbursed for the use of his/her personal vehicle at the standard City mileage rate.

Section 4. Employees contemplating a return to duty shall notify the City as soon as reasonably possible to allow the City to schedule a return to duty physical, should one be deemed necessary. Any employee sent for an exam on his/her off-duty time, after a return to duty, or on his/her day off, shall be paid a minimum of four (4) hours pay as a call back.

Section 5. In the case of a non-line of duty sickness, condition or injury for which an employee has been receiving sick leave, if the physician designated by the City and the employee's physician disagree as to the fitness or non-fitness for a return to duty and they are unable to resolve their differences of opinion

after consultation, then the dispute shall be submitted to an independent physician picked by the Association and the City (practicing in the area of medicine at issue) for a binding determination of the question submitted. All rights of appeal in whatever forum are hereby waived by all parties.

K. TELEPHONE OPERATOR

The position of Telephone Operator shall be staffed during all City Hall regular hours of operation. In order to accomplish this task, all Departments within City Hall, except as noted below, shall provide the necessary personnel to staff the telephone operator position when vacated due to illness, vacation, meal breaks, or other leave. The Mayor's Office, Solicitor's Office, and Retirement Board Office shall be exempt from this provision. All other qualified Unit A personnel shall participate on a fair and equitable basis in the staffing of the temporarily vacant telephone operator position. Selection of staff will rotate through the departments as needed. The Human Resources Director will conduct the rotation process so that it shall be fair and equitable to all members of the bargaining unit "A" within City Hall. The Human Resources Director shall inform all appropriate Department Heads of this contractual obligation.

L. MAIL MESSENGER/COURIER

The position of Mail Messenger/Courier shall be staffed during all hours normally worked by the Mail Messenger/Courier. In order to accomplish this task, all Departments within City Hall, except as noted below, shall provide the necessary personnel to staff the Mail Messenger/Courier position when vacated due to illness, vacation, or other leave. The Mayor's Office, Solicitor's Office, and Retirement Board Office shall be exempt from this provision. All other qualified Unit A personnel shall participate on a fair and equitable basis in the staffing of the temporarily vacant Mail

Messenger/Courier position. Selection of staff will rotate through the departments as needed. The Human Resources Director will conduct the rotation process so that it shall be fair and equitable to all members of the bargaining unit "A" within City Hall. The Human Resources Director shall inform all appropriate Department Heads of this contractual obligation. Employees from other departments temporarily staffing the position shall perform mail processing duties only.

M. The City will not, in filling positions within the Association's bargaining unit, divide full-time positions into two or more part-time ones. Where the duties of a job require a full-time employee, it will be filled with a full-time employee if the City chooses to have those duties performed.

N. Direct Deposit. All payments of payroll related items to any member will be made by the city treasurer by direct deposit to a bank account of the member's choosing. All members shall provide the information necessary to make such direct deposit to the accounting department within sixty (60) days of the execution of this agreement.

O. Lack of Valid Driver's License. Employees who are required to have a driver's license for their position shall notify their supervisor in the event of any loss, suspension, revocation, and/or other lack of valid driver's license. Such notification shall occur before or at the start of the employee's next shift.

P. A one-time payment of $1,200.00 (twelve hundred dollars), prorated for part-timers, was made to each employee who was a member of the bargaining unit as of the date of execution of the MOA of May 17, 2016.

ARTICLE XXIII – UNION ACTIVITY

Access to Premises. The City agrees to permit representatives of the Association to enter the City work premises at any time for discussion of pertinent union matters, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. Additionally, requests for Association officers to perform union business during work time must be approved in advance by the Department Head or his/her designee, provided that such approval shall not be unreasonably withheld.

ARTICLE XXIV - SENIORITY/LAYOFFS/PROMOTIONS

(a) In the event of layoffs, laid off employees may bump first in their department and then within the laid off employee's Unit, either Unit A or Unit B, based on seniority (subject to adherence to Civil Service), provided that the employee is qualified and able to perform the duties of the position. Employees may bump only other employees in the same or lower job grades. "Seniority," for purposes of this Article, shall mean time spent in the service of the City of Beverly, including the Beverly School Department. Employees shall be afforded ninety (90) days to learn the duties of a position. For five (5) years following layoff, laid off employees shall be offered reinstatement to the positions they held or positions they are qualified and able to perform before any new employees are hired for such positions.

(b) All unit jobs shall be posted on the Association bulletin board at City Hall for seven (7) days. A copy of each posting shall be sent to the President of the Association for distribution to unit employees working in other work locations. Unit employees shall be able to bid on posted jobs by applying in writing to the Human

Resources Director. The job award will be based on qualification, ability, attendance and seniority, with preference given to an employee from within the department of the posted position.

ARTICLE XXV – EDUCATION

All employees shall be required to, from time to time but at least annually, attend and participate in courses, seminars, or other educational forums presented by or on behalf of the City. Course content shall be determined by the City. Such forums shall be conducted during normal working hours.

ARTICLE XXVI - RE-OPENER

If any other bargaining unit in the City of Beverly, during the life of this Agreement, receives across the board percent wage increases voluntarily given by the City greater than the wage increases contained in this Agreement, the City agrees to re-open this contract as to base salary only. The City is not required to re-open negotiation of this contract based upon an award from an arbitrator at the Joint Labor Management Committee for Municipal Police and Fire (J.L.M.C.).

ARTICLE XXVII - DURATION

This AGREEMENT shall become effective July 1, 2015, and shall continue in full force and effect until June 30, 2018. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than December 1, 2017, after written notice by either party of its desire to commence negotiations for a successor agreement. The City and the Union, upon receipt of said notice, shall make mutually

satisfactory arrangements to engage in negotiations for a successor Agreement. In the event that a successor agreement has not been negotiated by June 30, 2018, then this AGREEMENT shall remain in full force and effect until a successor agreement is executed, funded and implemented.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 22ND day of September, 2017.

BEVERLY MUNICIPAL EMPLOYEES ASSOCIATION

By: Jack Morris
Jack Morris, President

Robert Dever, Vice President

David Gelineau, Steward

William Brewer, Steward

Gale Page, Secretary

Gail Murley, Treasurer

CITY OF BEVERLY

By:
Michael P. Cahill, Mayor

9/7/17

EXHIBIT A - PAY SCHEDULES 2015 – 2018

Effective July 1, 2015 - 2%

Wages Effective July 1, 2015 - June 30, 2016					
GRADE	Step1	Step 2	Step 3	Step 4	Step 5
4	548.33	585.93	623.54	663.32	700.91
5	566.83	605.67	644.50	685.50	724.33
6	599.64	637.64	675.65	715.82	753.83
7	612.80	653.35	693.90	736.61	777.15
8	637.68	679.32	720.95	764.75	806.37
9	663.12	705.71	748.28	793.03	835.61
10	745.71	774.93	804.16	835.56	864.78
11	778.32	808.22	838.12	870.17	900.09
12	810.70	841.26	871.81	904.53	935.09
13	843.13	874.36	905.60	938.97	970.21
14	875.62	907.51	939.43	973.49	1,005.40
15	913.40	946.07	978.76	1,013.61	1,046.33
16	951.08	984.53	1,017.99	1,053.60	1,087.05
17	994.56	1,028.93	1,063.27	1,099.79	1,134.16
18	1,032.35	1,067.49	1,102.64	1,139.96	1,175.11
19	1,081.07	1,117.24	1,153.40	1,191.72	1,227.88
20	1,124.23	1,161.29	1,198.35	1,237.57	1,274.61
21	n/a	1,232.82	1,263.63	1,296.59	1,327.40
22	n/a	1,291.26	1,322.05	1,354.99	1,385.77
23	n/a	1,349.69	1,380.50	1,413.48	1,444.28

July 1, 2016 -June 30, 2017 **2%**

Wages Effective July 1, 2016 - June 30, 2017

GRADE	Step 1	Step 2	Step 3	Step 4	Step
4	559.30	597.65	636.01	676.58	714.93
5	578.17	617.78	657.39	699.21	738.82
6	611.63	650.40	689.16	730.13	768.91
7	625.05	666.42	707.77	751.35	792.69
8	650.44	692.91	735.37	780.04	822.50
9	676.38	719.82	763.25	808.89	852.33
10	760.63	790.43	820.24	852.27	882.07
11	793.89	824.38	854.89	887.58	918.09
12	826.91	858.08	889.25	922.62	953.79
13	859.99	891.85	923.71	957.75	989.62
14	893.13	925.66	958.22	992.96	1,025.51
15	931.67	964.99	998.34	1,033.89	1,067.25
16	970.10	1,004.23	1,038.35	1,074.67	1,108.80
17	1,014.45	1,049.50	1,084.53	1,121.79	1,156.84
18	1,053.00	1,088.84	1,124.69	1,162.76	1,198.61
19	1,102.69	1,139.58	1,176.46	1,215.55	1,252.43
20	1,146.72	1,184.52	1,222.31	1,262.32	1,300.10
21	n/a	1,257.48	1,288.90	1,322.53	1,353.95
22	n/a	1,317.08	1,34.8.49	1,382.09	1,413.49
23	n/a	1,376.69	1,408.11	1,441.74	1,473.16

July 1, 2017 - December 31, 2017 1%

Wages Effective July 1, 2017 - December 31, 2017

GRADE	Stepl	Step 2	Step 3	Step 4	Step
4	564.89	603.62	642.37	683.35	722.08
5	583.95	623.96	663.96	706.20	746.21
6	617.75	656.90	696.05	737.43	776.60
7	631.30	673.08	714.85	758.86	800.62
8	656.94	699.84	742.72	787.84	830.72
9	683.15	727.02	770.88	816.98	860.85
10	768.23	798.34	828.44	860.80	890.89
11	801.83	832.63	863.44	896.45	927.27
12	835.18	866.66	898.14	931.84	963.32
13	868.59	900.77	932.95	967.33	999.51
14	902.06	934.92	967.80	1,002.89	1,035.77
15	940.98	974.64	1,008.32	1,044.23	1,077.93
16	979.80	1,014.27	1,048.73	1,085.42	1,119.88
17	1,024.60	1,060.00	1,095.38	1,133.01	1,168.41
18	1,063.53	1,099.73	1,135.94	1,174.39	1,210.60
19	1,113.72	1,150.98	1,188.23	1,227.71	1,264.96
20	1,158.19	1,196.36	1,234.54	1,274.94	1,313.11
21	n/a	1,270.05	1,301.79	1,335.75	1,367.48
22	n/a	1,330.25	1,361.98	1,395.91	1,427.62
23	n/a	1,390.46	1,422.19	1,456.16	1,487.90

January 1, 2018 -June 30, 2018 1%

Wages Effective January 1, 2018 - June 30, 2018

GRADE	Stepl	Step 2	Step 3	Step 4	Step
4	570.54	609.66	648.79	690.18	729.30
5	589.79	630.20	670.60	713.27	753.67
6	623.92	663.47	703.01	744.81	784.36
7	637.62	679.81	722.00	766.45	808.62
8	663.51	706.83	750.15	795.72	839.03
9	689.98	734.29	778.59	825.15	869.46
10	775.91	806.32	836.73	869.41	899.80
11	809.84	840.95	872.07	905.42	936.54
12	843.53	875.33	907.12	941.16	972.96
13	877.28	909.78	942.28	977.00	1,009.51
14	911.08	944.27	977.48	1,012.92	1,046.12
15	950.39	984.39	1,018.40	1,054.67	1,088.70
16	989.60	1,024.41	1,059.22	1,096.27	1,131.08
17	1,034.84	1,070.60	1,106.33	1,144.34	1,180.09
18	1,074.16	1,110.73	1,147.30	1,186.13	1,222.71
19	1,124.85	1,162.49	1,200.11	1,239.98	1,277.61
20	1,169.77	1,208.32	1,246.88	1,287.69	1,326.24
21	n/a	1,282.75	1,314.81	1,349.11	1,381.16
22	n/a	1,343.56	1,375.60	1,409.87	1,441.90
23	n/a	1,404.36	1,436.41	1,470.72	1,502.78

EXHIBIT B - GRADE/POSITION CHART

Grade 4
Parking Control Officer

Grade 5
Animal Services Assistant

Grade 6
Outreach Coordinator
Senior Clerk
Volunteer Coordinator
Part time Custodian, COA

Grade 7
CDL Bus Driver
Secretary/Receptionist
Transportation Coordinator

Grade 8
Senior Assessing Clerk/CPA Coordinator
Mail Messenger/Courier

Grade 9
Principal Clerk
Telephone Operator/Principal Clerk

Grade 10
Parking Clerk
Activities Coordinator
Water Clerk
Engineering Clerk

Grade 11
Administrative Assistant I
Custodian/Building Manager
Associate Planner
Administrative Elections Officer
ZBA Clerk

Grade 12
Secretary I
Senior Bookkeeper I
Administrative Assistant II

Grade 13
IT Help Desk/Tech Specialist
Motor Equipment Operator
Secretary II
Assistant Registrar

Grade 14
Senior Bookkeeper II
Administrative Assistant
Assistant to Director
Assistant to Purchasing Agent
Payroll Coordinator

Grade 15
Airport Mechanic
Financial Analyst
Animal Control Officer
Economic Development Planner I

Grade 16
Environmental Planner
Electrical Inspector
Local Building Inspector
Health Inspector
Senior Engineering Aide

Grade 18
Gas/Plumbing Inspector
Assistant Planner

Grade 19
Veteran's Services Director
Sanitation
Public Health Nurse
Staff Civil Engineer

Grade 21
Assistant Director, MIS
Assistant City Engineer

Grade 23
Fire Department Mechanic

No Grade
GIS Coordinator
Project Coordinator
Sealer of Weights and Measurers – Stipend
Deputy Sealer of Weights and Measurers – Stipend
Purchasing Agent