

Agreement Between

The City of Beverly

and

The American Federation of State, County and Municipal Employees, AFL-  
CIO, Massachusetts State Council 93, Local 111

July 1, 2015 – June 30, 2018

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This Agreement negotiated by and between the City of Beverly, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 111, hereinafter referred to as the "Union".

## *Preamble*

*Whereas*, statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively through representatives of their own choosing with their Municipal Employer, and

*Whereas*, it is the duty of the parties to this Agreement to confer in good faith with respect to wages, hours and other conditions of employment, to bargain collectively and to execute a written contract incorporating any agreement reached, and

*Whereas*, this Agreement has among its purpose the promotion of harmonious relations between the Employer 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 1 Recognition*

- 1.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for:
  - 1.1.1. All employees of the Public Services Department, including clerical, except the Principal Clerk for the Director of Engineering, Commissioner of Public Services and Public Works.
  - 1.1.2. All employees of the Cemetery Department.
  - 1.1.3. City Custodians, including those Custodians in the Public Library.
- 1.2. This recognition excludes the Director of Public Services, Project Coordinator, Professional Employees, General Foreman and Foremen and the Principal Clerk for the Director of Engineering, Commissioner of Public Service and Public Works.

## *Article 2 Continuing Committee*

- 2.1. The parties to this Agreement will hold continuing quarterly meetings to discuss problems of mutual concern and to maintain as a purpose the best labor/management relations.

## *Article 3 Discrimination and Coercion*

- 3.1. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.
- 3.2. There shall be no discrimination by the Employer or other agents of the Employer against any employee because of his activity or membership in the Union, against any member for his adherence to any provision of this Agreement or his refusal to comply with any order which would violate this Agreement.

- 3.3. The Union, its officers or members shall not intimidate or coerce employees in exercising their legal right from joining or refraining from joining any employee organization.
- 3.4. The provisions of this article shall be grievable but not arbitrable. The parties, by written agreement only in any case, may make an exception for a specific matter to be arbitrable notwithstanding this non-arbitrability clause, after the applicable statute of limitations for filing a legal or statutory claim has run. Any such agreement shall establish a date certain by which any arbitration must be filed. Failure to specify such date shall make any such agreement ineffective and unenforceable. Nothing herein shall be deemed to create an obligation on the part of the City to file for arbitration.

**Article 4 Union Dues and Initiation Fees**

- 4.1. Employees shall tender the initiation fee (if any) and monthly membership dues by signing the *Authorization of Dues Form*. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the employer agrees to deduct Union membership dues levied in accordance with Massachusetts General Laws Chapter 150 E, Section 12 and the "Constitution" of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.
- 4.2. Authorization for Payroll Deduction of Union Dues

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO  
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617-367-6000  
**AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

**BY:** .....  
(Name of Employee - Please Print)

**TO:** .....  
(Name of Employer - Please Print)

Effective ..... I hereby request and authorize you to deduct from my earnings each ..... the amount of \$..... This amount shall be paid to the treasurer of AFSCME Local Union No. .... and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure. This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Union and the Employer or upon termination of my employment.

Date ..... Signature .....

Street ..... Home Tel. # (.....) .....

City ..... State ..... Zip .....

Dept/Div/Facility .....

Work Location .....

Job Title .....

Social Security # ..... Job Code # .....

Unit # ..... Employee Payroll # .....

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City ..... State ..... Zip .....

Dept/Div/Facility .....

Work Location .....

Job Title .....

Social Security # ..... Job Code # .....

Unit # ..... Employee Payroll # .....

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- 4.3. The Union will notify the City of any change in the Union dues.

## Article 5 Agency Service Fee

- 5.1. In accordance with the provisions of Chapter 1078 of the Acts of 1973, persons covered by this Agreement who are not Union members shall be required, as a condition of employment, to pay to the Union an Agency Service Fee commensurate with the cost of collective bargaining and contract administration; said fee not to exceed union dues.
- 5.2. Agency Service Card

American Federation of State, County and Municipal Employees, Council 93, AFL-CIO 591 North Avenue, Bldg. B-2nd Floor-Door #4, Watertown, MA 01860 - Tel. 781-246-5300	
<b>AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE</b>	
BY: _____	(Name of Employee Please Print)
TO: _____	(Name of Employer Please Print)
Effective _____	(Date) I hereby request and authorize you to deduct from my earnings
each _____	(Payroll Period) the amount of \$ _____. This amount shall be paid to the treasurer
of AFSCME Local Union No. _____ and represents payment of my Agency Service Fee. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Agency Service Fee structure.	
Date _____	Signature _____
Street _____	Home Tel. # ( ) _____
City _____	State _____ Zip _____
Dept./Div./Facility _____	
Job Location _____	
Job Title _____	
Social Security # _____	Job Code # _____
Unit # _____	Employer Payroll # _____
6-22	
73	
UNION COPY	
American Federation of State, County and Municipal Employees, Council 93, AFL-CIO 591 North Avenue, Bldg. B-2nd Floor-Door #4, Watertown, MA 01860 - Tel. 781-246-5300	
<b>AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE</b>	
BY: _____	(Name of Employee Please Print)
TO: _____	(Name of Employer Please Print)
Effective _____	(Date) I hereby request and authorize you to deduct from my earnings
each _____	(Payroll Period) the amount of \$ _____. This amount shall be paid to the treasurer
of AFSCME Local Union No. _____ and represents payment of my Agency Service Fee. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Agency Service Fee structure.	
Date _____	Signature _____
Street _____	Home Tel. # ( ) _____
City _____	State _____ Zip _____
Dept./Div./Facility _____	
Job Location _____	
Job Title _____	
Social Security # _____	Job Code # _____
Unit # _____	Employer Payroll # _____
6-22	
73	
EMPLOYER COPY	

## Article 6 Union Business/Activities

- 6.1. *Bulletin Boards:* Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- 6.2. The Union shall be allowed to hold monthly membership meetings, after regular business hours, at the Water Division Building.
- 6.3. Fifteen (15) man days per year at straight time shall be allowed for attendance at conventions of AFSCME, AFL-CIO, (International, State Council 93 conventions, workshops, seminars, etc.). No more than four (4) Union members may use one of the fifteen (15) days, at any one given time to attend these aforementioned events. Notification at least five (5) business days prior to such absence is required.

- 6.4. Access to Premises: The employer agrees to permit Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 and/or Local 111 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such Representatives that they do not interfere with the performance of duties assigned to the employees.
- 6.5. Each employee member of the negotiating team shall be considered to be in pay status only when negotiations are held during his/her regular working hours. When negotiations are held during an employee's non-regular working hours, he/she shall not be considered to be in pay status.
- 6.6. The Union further agrees that it will not conduct its business during working hours, without the permission of the Employer, except business normally done in the operation of the Grievance Procedure.
- 6.7. The City will provide the Union with thirty (30) minutes during the new employee's orientation program to present information to the employees about the Union and the Collective Bargaining Unit, respond to questions and distribute a packet of informational material to include union membership, representational fee and dues authorization.

## ***Article 7 Grievance and Arbitration Procedure***

- 7.1. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
  - 7.1.1. Step 1: Any Union Grievance Committee member or representative with or without the aggrieved employee shall take up the grievance or dispute in writing with the employee's immediate Foreman/Supervisor within seven (7) calendar days of the date of the grievance or his/her knowledge of its occurrence. The Foreman/Supervisor shall attempt to adjust the matter and shall respond in writing to the Grievance Committee member or representative within seven (7) calendar days.
  - 7.1.2. Step 2: If the grievance or dispute still remains unadjusted, it shall be presented in writing to the Director of Public Services, in writing within ten (10) calendar days after the response of the Foreman/Supervisor is due. The Director of Public Services shall respond in writing to the Steward within ten (10) calendar days.
  - 7.1.3. Step 3: If the grievance or dispute still remains unsettled, it shall be presented in writing within ten (10) calendar days to the Mayor or his/her designee. The Mayor or his/her designee shall respond in writing to the Union, within ten (10) calendar days.
  - 7.1.4. Step 4: If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Mayor or his/her designee, by written notice to the other, request arbitration.
  - 7.1.5. Such arbitration shall be conducted by an Arbitrator or Arbitrators mutually acceptable to both parties. If the parties cannot agree upon an Arbitrator or Arbitrators, then said dispute shall be presented to the Department of Labor Relations. Both parties agree to abide by the American Arbitration Association rules and procedures.
  - 7.1.6. The dispute as stated in the original grievance shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree to modify the scope of the hearing. Within the limits of his/her authority and to the extent permitted by Law, the award of the Arbitrator shall be final and binding upon the parties. The Arbitrator may not modify, amend, delete or add to the terms of this Agreement. The expenses of Arbitration shall be shared equally by the City and the Union.

- 7.1.7. No employee shall have the right to require Arbitration, the right being reserved to the Union exclusively.
- 7.2. All grievances shall state in reasonable detail the nature of the grievance and the remedy requested.
- 7.3. Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed as a final waiver and abandonment of the grievance. Failure of the City 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, and starting the time period within which the grievance must be advanced or waived. The time limits specified may be extended only by 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.
- 7.4. Any dispute arising between the employee and the City which is a suitable matter for submission to the Commonwealth of Massachusetts Civil Service Commission and is submitted as a grievance for resolution under this Contract shall not be arbitrable under this Contract unless and until the employee waives in writing his/her rights under Civil Service.
- 7.5. Each party, at his/her own expense, shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.
- 7.6. A decision by an arbitrator to take jurisdiction over the procedural arbitrability objection(s) of the City, including timeliness, will be subject to *de novo* review in the courts.
- 7.7. Expedited Grievance Arbitration Process
- 7.7.1. The City of Beverly and AFSCME Local 111 may elect, by mutual agreement, to use this Expedited Grievance Arbitration Process for any grievance the parties so choose. One the parties have agreed to this Expedited Grievance Process, neither party may unilaterally withdraw from such agreement.
- 7.7.2. The Expedited Grievance Arbitration hearing shall be held before a mutually agreed upon Arbitrator or by notice given to the Massachusetts Labor Relations Commission (LRC) for appointment.
- 7.7.3. Either at the hearing or in advance, the parties may present the Arbitrator with a written position statement of not more than two (2) pages. If relevant to the proceedings, the parties' collective bargaining agreement shall be submitted as Joint Exhibit 1 and the subject Grievance as Joint Exhibit 2.
- 7.7.4. The Expedited Grievance Arbitration Process shall be conducted in accordance with "AAA Rules" except as follows:
- 7.7.4.1. Each party shall have in attendance one (1) person to present the case and one (1) additional representative. Either party may request the attendance of up to two (2) witnesses if necessary and relevant. Such request shall not be unreasonably denied by the Arbitrator.
- 7.7.4.2. There shall be no interlocutory appeals.
- 7.7.4.3. The Arbitrator may ask questions he/she deems relevant and necessary in the decision-making process.
- 7.7.4.4. Each party will have up to two (2) hours to present its main case and for cross-examination regardless of the number of witnesses called. In no event

shall the Expedited Grievance Arbitration hearing last longer than four (4) hours, including breaks.

- 7.7.4.5. There shall be no post-hearing briefs, but each party will have the opportunity to make opening/closing arguments within the time constraints set forth above.
- 7.7.4.6. The Expedited Arbitration Hearing will not be reopened except in cases of alleged fraud.
- 7.7.5. Based on this process, multiple grievances can be heard by the same Arbitrator on the same day.
- 7.7.6. In advance of an Expedited Arbitration hearing, the parties may by mutual agreement avail themselves of the services of a mediator from the Division of Labor Relations (LRC) or the Federal Mediation and Conciliation Services (FMCS) from the Boston Regional Office.
- 7.7.7. The Arbitrator's decision shall be transmitted to the parties within ten (10) business days from the close of the hearing.
- 7.7.8. The parties agree that the Arbitrator's decision is final and binding without right to appeal in any other forum.
- 7.8. Employee Being Passed Over on a List
  - 7.8.1. If it is determined by the Union and the City, during the process of investigating, filing or moving through each step of the Grievance process, that an employee was, in fact, denied their proper turn in order on any list, no matter what the reason, then that affected employee shall be afforded the next turn on that same list that they were passed over on.
  - 7.8.2. This compensatory turn shall be paid at the rate of one-half (½) time over the rate that the employee would normally receive for the first time an employee is passed over on a list in a calendar year. Should that same employee be passed over on the same list in the same calendar year for a second time then the compensatory turn the employee receives shall be paid at the rate of one whole time over the rate that the employee would normally receive.
  - 7.8.3. Should the same employee be passed over on the same list within 90 calendar days for a second time then the compensatory turn the employee receives shall be paid at the rate of one whole time over the rate that the employee would normally receive. This shall apply, as well, to any subsequent event.
  - 7.8.4. Compensatory Examples:
    - 7.8.4.1. *Example 1:* An employee being afforded the next turn on the list for the first time that they are passed over, as per this section, shall be paid at the rate of double time (2.0). If the next call were to fall on a Sunday or Holiday, as listed in Section 26.4 of this Agreement, then the employee shall be paid at the rate of double time and one-half (2.5).
    - 7.8.4.2. *Example 2:* An employee being afforded the next turn on the list for the second time that they are passed over, as per this section, shall be paid at the rate of double time and one-half (2.5). If the next call were to fall on a

Sunday or Holiday, as listed in Section 26.4 of this Agreement, then the employee shall be paid at the rate of triple time (3.0).

- 7.8.5. This provision, unless otherwise extended by written agreement, shall sunset at the end of the contract term, June 30, 2018.

## ***Article 8 Progressive Discipline/Just Cause***

- 8.1.1 Employees may only be disciplined for Just Cause. As part of this the parties agree to the following process of progressive discipline:
- 8.1.2. Disciplinary action will normally be taken in the following order:
- (A) Verbal Warning (Documented)
  - (B) Written Warning
  - (C) Suspension without Pay
  - (D) Discharge
- 8.1.3 However, the above sequence need not be followed if an infraction is sufficiently severe to merit a suspension or discharge.
- 8.2. Employees in probationary status may be terminated with no recourse to the grievance and arbitration process contained within this contract.
- 8.3. The probationary period for all new employees is six (6) months from date of hire.

## ***Article 9 Management Rights***

- 9.1. 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, and in keeping with Civil Service Law and Chapter 150E, the City has the right to plan, direct and control the City's DPW operations and working force, to hire, transfer, promote, assign and lay-off employees, by inverse order of seniority if qualified, to demote, suspend, discharge, subject to Civil Service and grievance and arbitration procedure, or take other disciplinary action against employees for just cause, 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, subject to Massachusetts General Law Chapter 31, Chapter 150E and grievance and arbitration procedure of this Agreement.
- 9.2. 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.
- 9.3. The Human Resources Director shall be involved in all matters under the contract to the extent provided by the City Charter.
- 9.4. The City shall be authorized to periodically have the Police Department check the status of every bargaining unit employee's driver's license to insure that all employees are validly licensed.

## **Article 10**                      **Employee Files**

- 10.1. No material originating from the City derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed. If the employee, having been given opportunity to sign such material and refuses to do so, a Union representative shall sign to acknowledge said employee's refusal, then the City may include said material in said employee's personnel file.
- 10.2. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 10.3. Any employee shall have the right, on request at reasonable time, to examine and request reproductions of all material in his/her personnel file which is neither confidential nor privileged under Law, in the presence of an officer in the Human Resources Office, and with a Union representative if requested by the employee. A copy of any such material shall be furnished to the employee at his/her request.

## **Article 11**                      **Hours of Work**

- 11.1. The regular workweek for full-time employees shall be forty (40) hours and the workweek shall consist of five (5) days.
- 11.2. All employees covered by this Agreement shall be scheduled from 7:30 a.m. to 3:30 p.m. with a one-half (½) hour paid lunch period. Clerical employees shall be scheduled from 8:00 a.m. to 4:00 p.m. with a one-half (½) hour paid lunch period. This section shall exclude those members of the Agreement that work at City Hall or the Library Custodians.
- 11.3. Employees working a shift other than the above "day shift" shall be scheduled eight (8) hours a day with a paid mealtime within the eight (8) hours. Their hours shall be 3:30 p.m. to 11:30 p.m. or 11:30 p.m. to 7:30 a.m. It is agreed that if there is a seasonal shift which is from 3:30 p.m. to 11:30 p.m. or 11:30 p.m. to 7:30 a.m., that the employee who works on such a shift shall receive night differential at the rate as determined in "Article 18 – Other Monetary Considerations".
- 11.4. For purposes of overtime, all employees will be considered to work eight (8) hours in any one (1) day.
- 11.5. In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

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**Article 12**                      **Pay and Classification Plan**

- 12.1. The Pay and Classification Plan shall be prepared by the Employer and shall become “Appendix A” of this Agreement.
- 12.2. Any new employees hired under this Agreement shall start at the third (3<sup>rd</sup>) step of their Grade. Said employee shall receive a step increase to the fourth (4<sup>th</sup>) step at the end of their six (6) month probationary period.
- 12.3. Any change to any Job Description shall be discussed with the Union before said changes are to take place.
- 12.4. The Director of Public Services and the Union will change the pay scale grade labels.
- 12.5. Wage increase

July 1, 2014 - June 30, 2015	0%
July 1, 2015 – June 30, 2016	2%
July 1, 2016 - December 31, 2016	1%
January 1, 2017 - June 30, 2017	1%
July 1, 2017 – December 31, 2017	1%
January 1, 2018 – June 30, 2018	1%

**Article 13**                      **Temporary Service in a Lower or Higher Position**

- 13.1. *Work in a Lower Classification:* While an employee is performing, pursuant to assignment, the duties of a position classified in a grade lower than the grade of the position in which he/she performs regular service, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs regular service.
- 13.2. *Work in a Higher Classification:* An employee who is performing, pursuant to assignment, temporary service in a grade higher than the grade of the position in which he/she performs regular service, shall, commencing at the rate to which he/she would have been entitled had he/she been promoted to such position.
- 13.3. For the purpose of this section, should an employee work any part of a day in a higher classification then he/she shall be paid at a four hour minimum. Should an employee work longer than four hours at the upgrade position then they shall continue to be paid at the upgraded position for the whole day.

- 13.4. Subject to the discretion of the Public Services Director, Foremen may be required to perform the work of a lesser classification. This understanding is not a substitute or supplement for the regular working force, nor is this understanding a substitute or supplement for overtime purposes. No Foreman shall work more than thirty (30) minutes per an eight (8) hour day.

## **Article 14**                      **Overtime**

- 14.1. Overtime at the rate of one and one-half (1½) times an employee's regular rate of pay shall be paid for all work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in one week. Any authorized absence with pay during the week shall be considered as time worked during the week, in computing overtime.
- 14.2. Exclusive of scheduled overtime, any employee called back to work after the completion of his/her regularly scheduled work day and before the start of his/her next regularly scheduled workday shall be guaranteed a minimum of four (4) hours pay at time and one-half (1½) for each such recall. After eight (8) consecutive hours of a call back, at the rate of time and one-half (1½), the employee shall continue to be paid at the rate of time and one-half (1½) if the call back continues into the employee's regular work schedule, until the time at which he/she punches out. All emergency work on Sundays shall be paid at the double time rate.
- 14.3. Employees who work sixteen (16) consecutive hours shall receive double (2.0) time their straight time hourly rate of pay for work performed from the sixteenth (16<sup>th</sup>) consecutive hour forward. If the sixteenth (16<sup>th</sup>) hour is reached during the regular work schedule, the employee shall be paid at the double (2.0) time rate until the time at which he/she punches out.
- 14.4. Employees shall not be required to take time off for any overtime.
- 14.5. All overtime shall be equally and impartially distributed among the employees of their respective divisions.
- 14.6. Overtime shall be assigned to personnel in each division who ordinarily perform such related work in the normal course of their workweek. The overtime list shall be made up by a rotating seniority list in each division. When in case of extreme emergencies, such as water breaks, hurricane, etc., it is necessary to call in personnel from divisions to aid and assist the personnel from divisions other than the division which normally performs such related work shall be released from their duties first when the work load lessens.
- 14.7. The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative.
- 14.8. Call Lists:
- 14.8.1. Employees shall provide one number for call in lists, except for snow and ice lists, for which an employee may supply up to two contact numbers, specifying the primary number to be called. The city shall only be required to use the primary number supplied by the employee, however at the city's discretion they may use the secondary number providing that they use the secondary number for every employee in an attempt to reach them.
- 14.8.2. All call in lists shall be posted annually for 5 business days so that they may be updated.
- 14.8.3. Employees shall sign for each list they wish to be considered eligible for call ins.
- 14.8.4. Should an employee wish to be removed or added to a list after the posting they shall submit, in writing, a request to do so.

**Article 15**                      **Longevity**

15.1. Longevity shall be earned and paid as follows:

For ten (10) years of service	\$500.00
For fifteen (15) years of service	\$700.00
For twenty (20) years of service	\$900.00
For twenty-five (25) years of service	\$1,100.00

15.2. Any employee who has reached the longevity level by December 31<sup>st</sup> of any year, shall receive the amount earned in one (1) lump sum on the first pay period in December by a separate payroll check, if accounting staff levels permit. All proper deductions, including retirement, shall be made.

15.3. 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 16**                      **Uniforms and Protective Clothing**

16.1. Employees shall receive at his/her option either (A) \$700.00 clothing allowance or (B) \$700.00 in a voucher format. Mechanics have a choice of either option (A) \$700.00 clothing allowance with two (2) coveralls per week to be cleaned by the Employer or (B) \$700.00 in a voucher format with the two (2) coveralls per week to be cleaned by the Employer.

16.2. Employees whose eyeglasses, including prescription sunglasses, are destroyed or damaged in the course of their work, shall be entitled to reimbursement of the actual cost, upon receipt of a report and review thereof by the Director of Public Services, to a maximum of two-hundred dollars (\$200.00) per employee per calendar year.

16.3. All safety and personal protective gear shall be supplied by the City.

**Article 17**                      **Licenses/Certifications**

17.1. Any license needed by an employee or renewal of same, necessary to the employee, will be paid by the City.

17.2. Training/Recertification:

17.2.1. Employees shall be offered equal opportunity to obtain any of the licenses that are available to their department. The licenses that each department is eligible for are listed below.

17.2.2. Employees shall be expected to study, train and take the test for a license on their own time. The exception to this shall be the test or training for a license that can only be taken during the employee's normal working day, in this instance; the employee shall be paid their normal day's pay but not overtime should the training exceed normal work hours.

- 17.2.3. The City may, at its discretion, assign an employee to aid with the training for any of the eligible licenses. Should this happen after the employee's regular shift then the employee assigned to assist with the training shall be paid at the overtime rate.
  - 17.2.4. Employees shall be reimbursed, one time, for the cost of a test or training for an eligible license once they can give proof that they have in fact have passed the test necessary to obtain the license.
  - 17.2.5. Employees shall be afforded every opportunity to obtain the necessary continuing education to maintain a license. The employer shall decide when and where the continuing education shall take place and the cost shall be paid for by the city.
- 17.3 Any member of any of the following divisions holding, as of July 1<sup>st</sup> of any year, a listed license or certification for such division shall be paid an annual stipend of two-hundred and fifty dollars (\$250.00) for each license.
- 17.3.1. For the Highway Department
    - 17.3.1.1. Hoisting Engineer Operator
    - 17.3.1.2. Waste Water System Operator
  - 17.3.2. For the Highway and Building Maintenance Department
    - 17.3.2.1. Hoisting Engineer Operator
    - 17.3.2.2. Construction Supervisor's License
    - 17.3.2.3. Electrician
    - 17.3.2.4. Plumber
    - 17.3.2.5. Boiler Technician
  - 17.3.3. For the Motor Pool Department
    - 17.3.3.1. Hoisting Engineer Operator
    - 17.3.3.2. ASE Master Mechanic
  - 17.3.4. For the Forestry and Grounds Department
    - 17.3.4.1. Hoisting Engineer Operator
    - 17.3.4.2. Pesticide Applicator
    - 17.3.4.3. Certified Arborist
  - 17.3.5. For the Water Department
    - 17.3.5.1. Hoisting Engineer Operator
    - 17.3.5.2. Water System Distribution
    - 17.3.5.3. Water System Treatment
    - 17.3.5.4. Electrician

- 17.3.5.5. Waste Water System Operator
- 17.3.5.6. Plumber
- 17.3.5.7. Cross Connection Inspection/Surveyor
- 17.4. The Director of Public Services, at his/her discretion, may add licenses/certification to the above.
- 17.5. Employees shall provide proof of such license/certification to the Director of Public Services prior to the payment of any stipend.
- 17.6. All stipends shall be paid by separate check.

## ***Article 18 Other Monetary Considerations***

- 18.1. Employees who work a shift other than a "day" shift shall receive seventy-five cents (75¢) per hour in addition to their regular rate of pay. If any employee is regularly scheduled for more than thirty-two (32) weeks per year, on a shift other than a day shift, the seventy-five cents (75¢) per hour additional monies will appear in the employee's vacation pay.
- 18.2. Employees will be paid meal money, ten dollars (\$10.00) for breakfast and other meals while working snow and ice overtime. The meal monies will be paid four (4) hours beyond the close of the normal workday and each four (4) hours thereafter. Meal monies will be paid once a month by separate check.
- 18.3. Personal tools that are broken while being used to complete City work shall be replaced at City expense at the discretion of the employee's immediate supervisor.
- 18.4. The City will pay up to \$85 directly to the provider for a legally mandated Department of Transportation physical only if received at a provider and a location selected by the City.

## ***Article 19 Health and Welfare***

- 19.1. The City of Beverly will assume seventy-five percent (75%) payment of the Health and Welfare premiums of a Master Medical Plan. Employees will assume twenty-five percent (25%).
- 19.2. During the life of this Agreement, the City reserves the right to offer additional health insurance plans, which is optional and voluntary to City employees.
- 19.3. Effective July 1, 2007, percentage splits for HMO plans offered by the City shall be 80% City's contribution / 20% Employee's contribution.
- 19.4. The City agrees to provide life insurance coverage under the present program at ten thousand dollars (\$10,000.00) per employee with the City paying fifty percent (50%) of the cost of the increased premium and the employee paying fifty percent (50%) of the increase. The foregoing section on life insurance is provided that the same is permitted by the General Laws. In addition, thereto, employees may purchase at one hundred percent (100%) of the cost additional life insurance beyond this Agreement at its full expense up to and including his/her maximum base pay.
- 19.5. Employees who elect to withdraw from a City sponsored health insurance plan for the purpose of being covered in a plan not held by the City, shall be paid seven-hundred and fifty dollars (\$750.00) for each year they remain not enrolled in a City sponsored plan and must provide proof of coverage each year. If an employee receives the seven-hundred and fifty dollar (\$750.00)

payment and re-enrolls in a City sponsored plan in less than twelve (12) months, he/she must repay the City the money received on a pro rata basis (\$62.50) per month and must sign the necessary authorization at the time he/she receives the payment.

- 19.6. Health Insurance for all City of Beverly employees governed by the Collective Bargaining Agreement is 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 20**                      **Sick Leave**

### 20.1. Sick Leave Credit:

20.1.1. Employees hired *prior* to July 1, 2001, hereby referred to as “Group 1”, shall be credited with sick leave pay at the rate of two (2) days for each month of service, not to exceed twenty (20) days per year. Such leave credit will begin the first day of the month in which the employee is employed.

20.1.2. Employees hired *after* July 1, 2001, hereby referred to as “Group 2”, shall be credited with pay at the rate of one and one-quarter (1¼) days for each month of service, not to exceed fifteen (15) days per year. Such leave credit will begin the first day of the month in which the employee is employed. Said employees will automatically participate in the Annual Sick Leave Incentive Program (ASLIP). Hereby referred to as “S.L. Group 2”.

- 20.2. Any sick leave allowed under this article may be accumulated but said accumulation shall not exceed two hundred (200) days at any time. An employee who has accumulated more than 200 days as of 1/1/2016 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 (1/1/2016).

- 20.3. Any accumulation which present employees have at the effective date of this Agreement shall be retained.

- 20.4. Upon retirement or death, employees will receive remuneration on the basis of fifty percent (50%) of not more than one-hundred and fifty (150) of his/her sick leave days.

An employee who has accumulated more than 150 sick days as of 1/1/2016 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 1/2 of 200 days, or half of the amount at which the employee is grandfathered, whichever is less.

- 20.5. Upon death of an employee, his heirs, administrators, executors or assigns shall receive remuneration for accumulated sick leave in accordance with section 20.4. If any conflict exists regarding who should receive such payment, it shall be up to the party or parties seeking payment to resolve any such conflict before the City makes payment.

- 20.6. Each employee’s sick leave credits shall be posted annually by January 15<sup>th</sup> of each calendar year.

- 20.7 Sick Leave Abuse

- 20.7.1. In the event that the Director of Public Services questions whether an employee is exhibiting a pattern of sick leave abuse then he/she shall advise the employee of this belief through a formal conference during which the director shall provide documentation to illustrate the pattern of abuse and establish expectations for attendance.
- 20.7.2. Should the pattern of sick leave abuse persist following this meeting than the matter shall be referred to the Human Resources Director who shall convene a second formal conference during which the Human Resources director shall provide documentation to illustrate the aforementioned pattern of sick leave abuse to the employee. Following this meeting if a determination is made that there is indeed a pattern of sick leave abuse then the employee shall be place on Sick Leave Probation for a period of six months. During the six 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. Upon the conclusion of the six month probationary period, the employee shall be removed from Sick Leave Probation unless the Human Resource Director can produce further evidence of a continued pattern of sick leave abuse.
- 20.7.3. If after the six months sick leave probation period, in the reasonable opinion of the Director of Public Service or the Human Resources Director the employee has not adequately addressed the issue of sick leave abuse, the employee shall be subject to discipline up to and including termination in accordance with the progressive discipline policy set forth in Article 8 of this contract.
- 20.8. Sick leave shall be utilized for personal injury or illness or to care for a sick spouse, parent or child.
- 20.9. Annual Sick Leave Incentive Program – Group 1 Employees (Employees hired *prior* to July 1, 2001)
  - 20.9.1. All Group 1 employees interested in opting for the Annual Sick Leave incentive Program shall by written notification, no later than June 30<sup>th</sup> of each year, inform the Human Resources Department and a copy to the Director of Public Services, indicate their desire to change to the ASLIP for the following fiscal year. Those employees who decide not to participate in the ASLIP will continue to accrue twenty (20) sick days per year.

<u>Day(s) Used</u>	<u>Day(s) Bonus</u>
0	5
1	4
2	3
3	2
4	1
5	0

- 20.9.2. Twenty (20) days annual accumulation change to fifteen (15) days, one and one-quarter (1¼) days per month. If employee chooses not to buy back any time, fifteen (15) days will be credited to sick leave account. If employee chooses to buy back any time (5 days or less) it will be deducted from the fifteen (15) which is the annual sick time accumulated and the remainder will be accredited to employee's sick time total.

- 20.9.3. Once the employee has opted for or changed to the ASLIP, he/she shall, for the rest of his/her career, remain in the ASLIP.
- 20.10. Annual Sick Leave Incentive Program – Group 2 Employees (Employees hired *after* to July 1, 2001)
  - 20.10.1 If employee chooses not to buy back any time, fifteen (15) days will be credited to sick leave account. If employee chooses to buy back any time (5 days or less) it will be deducted from the fifteen (15) which is the annual sick time accumulated and the remainder will be accredited to employee’s sick time total.

<u>Day(s) Used</u>	<u>Day(s) Bonus</u>
0	5
1	4
2	3
3	2
4	1
5	0

- 20.11. Return to Work Exam:
  - 20.11.1. Subject to the Human Resources Director’s discretion, all employees, when requested, shall submit to a “return to work” exam by a doctor designated by the City. The employee must fill out and sign the medical release form provided by the City to release medical records pertaining to his/her injury, treatment and prognosis only.
  - 20.11.2. Any employee absent for fifteen (15) or more consecutive workdays may be required to submit to a “return to work” exam by a physician designated by the City.
  - 20.11.3. Such an exam shall be limited to the sole question of whether the employee has recovered sufficiently from the sickness, condition or injury, which cause the absence from work, to return to work.
  - 20.11.4. Employees required to travel outside the City of Beverly for such exam shall either be given the use of City vehicle or will be reimbursed for the use of his/her personal vehicle at the standard City mileage rate.
  - 20.11.5. Employees contemplating a “return to work” shall notify the City as soon as reasonably possible to allow the City to schedule a “return to work” exam, should one be deemed necessary. Any employee sent for an exam on his/her off duty time, after a return to work, or on his/her day off, shall be paid a minimum of four (4) hours pay as a call back.
  - 20.11.6. In the case of a non-work related 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 work” 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 employee’s treating physician in

consultation with the City's physician (practicing in the area of medicine at issue) for a binding determination of the question submitted. The decision of the third physician shall be final and binding. If the third physician agrees with the employee's doctor's note the City shall credit the employee's sick leave account the amount of sick days utilized up to the employee's return to active employment.

- 20.12. In the case of prolonged serious illness or injury of a permanent full-time member of Local 111, upon exhaustion of such member's own accumulated sick leave and at the sole and exclusive discretion of the Director of Public Services, other members of Local 111 may individually contribute sick days to such ill or injured fellow employee. The decision of the Director shall be final and not reviewable. Any decision by the Director of Public Services to permit the contribution of sick days to any such injured/ill member of Local 111 shall not set precedent and shall not establish a "past practice" relative to this policy.
- 20.13. Employees working during emergency situations shall be allowed to utilize sick time after sixteen (16) consecutive hours of work if the work continues into the employee's regular shift.
- 20.14. Effective 10/1/2016, and annually thereafter on October 1, the City will reduce sick leave for each full time employee by one day of sick leave (8 hours). This will apply for all employees hired on or after 7/1/15. It will also apply to current employees with five or more years of service as of October 1 of each year. The City will contribute the value of such day to the OPEB fund established by the City. The yearly sick time accrual allotment will be reduced by one day. This day shall not affect the employee's eligibility for sick leave incentive.

## *Article 21*                      *Vacation*

- 21.1. Employees shall earn vacation under the following:
- 21.1.1. For more than thirty (30) weeks of service but less than five (5) years, the employee shall receive ten (10) days vacation.
  - 21.1.2. For more than five (5) years of service but less than ten (10) years, the employee shall receive fifteen (15) days vacation.
  - 21.1.3. For more than ten (10) years of service but less than twenty (20) years, the employee shall receive twenty (20) days vacation.
  - 21.1.4. After twenty (20) years of service the employee shall receive twenty-five (25) days vacation.
- 21.2. On a seniority basis, employees shall receive two (2) weeks vacation by choice, beyond this, vacations shall be mutual consent of the parties.
- 21.3. Should a holiday fall within an employee's vacation, he shall receive an additional day of vacation.
- 21.4. Upon resignation, retirement or termination of employment, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If

the termination is caused by death, such payment shall be made to the employee's spouse or next of kin.

- 21.5. The posting of vacations shall be made by the Employer on or about April 1<sup>st</sup>. Should a conflict arise among employees in their choice of vacation period, seniority shall prevail.
- 21.6. Employees shall have the option, at their discretion, to be called back to work while on vacation.
- 21.7. Employees shall be allowed to carry over up to ten (10) vacation days, from one (1) year to the next, provided, however, that they may only carry these days forward for one (1) year and they must be used in the year following that which they are carried over from.
- 21.8. Prior to departure on vacation leave, an employee may be advanced vacation pay up to the employee's maximum entitlement under this Article, provided that the amount advanced shall not exceed the vacation leave scheduled for such period or the amount allowable by Massachusetts General Law.

## ***Article 22 Personal Leave***

- 22.1. Employees shall be granted four (4) personal days per calendar year not accumulative from year to year.
- 22.2. Where personal days are of an emergency nature, notification of such request shall be made within the first hour of scheduled work.

## ***Article 23 Funeral Leave***

- 23.1. 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 working days commencing the day of death.
  - 23.1.1. Immediate family means spouse, child, parent, sibling, grandparent, grandchild, parent-in-law or person living in the employee's household. Child, mother and father shall be deemed to include stepchild, stepmother and stepfather.
- 23.2. 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, brother-in-law and sister-in-law.
- 23.3. To accommodate family travel and service arrangements, an employee shall be given up to two weeks from the date of death to utilize bereavement days.

## ***Article 24 Jury Pay***

- 24.1. The employer agrees to make up the difference in an employee's wages between a normal weeks wages and compensation received for jury duty.

## ***Article 25 Miscellaneous Paid Leave***

- 25.1. Medical examinations requested by the City for retirement purposes.

- 25.2 Attendance at hearings in Worker’s Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witnesses shall be remitted to the Municipal Employer.
- 25.3 Attendance at educational programs required or authorized by the City.
- 25.4 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 26**                      **Holiday**

26.1. The following days shall be considered to be paid Holidays:

	2014	2015	2016	2017	2018
26.1.1. New Year’s Day		Jan. 1	Jan. 1	Jan. 2	Jan 1
26.1.2. Martin Luther King Day		Jan. 19	Jan. 18	Jan. 16	Jan. 15
26.1.3. President’s Day		Feb. 16	Feb. 15	Feb. 20	Feb. 19
26.1.4. Patriot’s Day		Apr. 20	Apr. 18	Apr. 17	Apr. 16
26.1.5. Memorial Day		May 25	May 30	May 29	May 28
26.1.6. Independence Day	July 4	See § 26.2.	July 4	July 4	
26.1.7. Labor Day	Sept. 1	Sept. 7	Sept.5	Sept. 4	
26.1.8. Columbus Day	Oct. 13	Oct. 12	Oct. 10	Oct. 9	
26.1.9. Veteran’s Day	Nov. 11	Nov. 11	Nov. 11	See § 26.2.	
26.1.10. Thanksgiving	Nov. 27	Nov. 26	Nov. 24	Nov. 23	
26.1.11. day <i>after</i> Thanksgiving	Nov. 28	Nov. 27	Nov. 25	Nov. 24	
26.1.12. ½ day <i>before</i> Christmas*	Dec. 24	Dec. 24	See § 26.2.	See § 26.2.	
26.1.13. Christmas	Dec. 25	Dec. 25	Dec. 26	Dec. 25	
26.1.14. ½ day <i>before</i> New Year’s*	Dec. 31	Dec. 31	See § 26.2.	See § 26.2.	
26.1.15	And any other day that may be declared a Holiday by the Governor of the Commonwealth, General Court or the City of Beverly.				
26.1.16	*On the two (2) half (1/2) Holidays, noted, the employer will assume the responsibility of having the rubbish collection completed by noon, otherwise employees will receive time and one-half (1 ½) their regular rate of pay for time worked beyond noon.				

- 26.2. Should any Holiday fall on an employee's normal day off, the employee shall receive an extra days pay.
- 26.3. Holiday pay shall be eight (8) hours pay at straight time rate.
- 26.4. Any employee required to work on a Holiday shall receive in addition to the regular holiday pay, an amount equal to one and one-half (1½) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate. All emergency work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate.

## ***Article 27 Safety Committee Code***

- 27.1. There shall be a Safety Committee composed of two (2) representatives appointed by the Union and two (2) supervisory personnel appointed by the City. Said Committee shall appoint its own Chairman and meet regularly but no less than twice a year to review safety practices. It may draw up a "Safety Code" which both parties to this Agreement agree to enforce.
- 27.2. Failure to adhere to safety policies may result in adverse personnel action/discipline.

## ***Article 28 Job Posting, Layoffs and Bumping***

- 28.1. When a position covered by this Agreement becomes vacant, the Employer shall post such vacancy in such a manner as to give all employees the right to apply. The posting period shall be for a ten (10) day period and the employees shall have five (5) days from the end of this posting period in which to make application. The posting shall specify the duties/description of the position, the grade of the position and the location of the position.
- 28.2. For purposes of this Article, any vacant job which is created, refunded or reclassified shall be considered a vacancy, provided that a job which is reclassified in which there is (are) incumbent(s) shall not be posted. Further, if a job is eliminated and within three (3) months a remaining position(s) is (are) reclassified, such job(s) shall be posted.
- 28.3. An employee who is promoted to a higher rated position shall be paid at the step that provides for an increase. It is expressly understood that the timing of a step increase will not cause the employee to receive a pay decrease by receiving a promotion.
- 28.4. The employer shall have the right of selection giving seniority consideration and the successful employee shall be given a sixty (60) day trial period in the new position. The employer may terminate the trial period at his discretion. However, the employee shall have the right to grieve under "Article 7 – Grievance and Arbitration Procedure".
- 28.5. If a posted position is not filled, whether from within the bargaining unit or from an outside party, after one hundred and eighty (180) days from the last day of posting, such position shall be posted again if the City wished to fill said position.
- 28.6. The principle of seniority among applicants shall prevail in selection of shift vacancies.
- 28.7. In the event of layoffs, laid-off employees may bump first in their division and then department wide, 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 shall be afforded ninety (90) days in which to learn the duties of a position.

28.8 In the event that the employer deems that an employee does not meet the expectations of a promotion, and before the expiration of the sixty day trial period, the employee shall be returned to their previously held position and grade. If that position has already been filled then the employee shall be placed in another open position of the same grade in their original department. Should a position of the same grade not be available in their original department, then the employee shall be placed in a position of the same grade in any of the other departments. If an employee is not placed back in their original position than the Employee shall be afforded ninety (90) days in which to learn the duties of the new position.

28.9 Recall

28.9.1. Employees that have been laid off shall be eligible for a recall should there be any open positions either created and/or posted within five years of their layoff. In the event of a recall, laid-off employees shall be recalled back to an open position based on an order of seniority. The city, in the event of a recall, shall send a certified letter to the employee that is to be recalled and give that employee ten (10) business days in which to respond to the letter. Should the employee not respond to the letter then they forfeit their right to be recalled. Employees that have been laid off shall be expected to keep a current address on file with the city's human resources department.

28.9.2. Upon being recalled, the employee shall be returned to their previously held position. If that position is not among the open positions that prompted the recall then the employee shall be placed in another open position of the same grade in their original department. Should a position of the same grade not be available in their original department, then the employee shall be placed in a position of the same grade in any of the other departments. Should a position of the same grade not be available in any of the other departments than the employee shall be placed in any open position in his original department should one be available. Should a position of a lower grade not be available in the employee's original department, than the employee shall be placed in any open position in any of the other departments. In any instance that an employee is not placed back in their original position than the Employee shall be afforded ninety (90) days in which to learn the duties of the new position.

## *Article 29 Working Foreman*

29.1. There shall be a Working Foreman assigned to every crew of five (5) or more employees.

## *Article 30 Temporary Laborers*

30.1. Any temporary laborer who serves more than forty-five (45) consecutive days shall be paid at the classified rate of pay of laborer and shall receive increments when due within the classification.

## *Article 31 Miscellaneous Provisions*

31.1. Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

- 31.2. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit and too, that no General Foreman or Foremen shall perform work normally done by employees covered by this Agreement. (Except as otherwise provided in “*Article 13 – Other Monetary Considerations, Section 13.4.*”.)
- 31.3. Lack of Valid Driver’s License. Employees 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.
- 31.4. Direct Deposit. All payments of payroll related items to any member will be made by the city treasurer to a bank account of the member’s choosing. All members shall provide the information necessary to make such direct deposits to the city’s accounting department within sixty (60) days of the execution of this agreement.
- 31.5. All bargaining unit members are covered by Worker’s Compensation, G.L. Chapter 152.

### ***Article 32***                      ***Re-Opener***

- 32.1. 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 negotiation of 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.) .

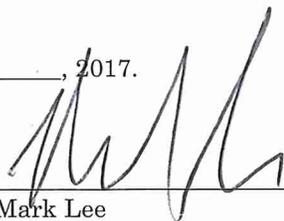
### ***Article 33***                      ***Duration***

- 33.1. This Agreement shall become effective on July 1, 2015 and shall remain in full force and effect until June 30, 2018. Both parties to this Agreement will confer during the month of January 2018 to discuss any proposed changes or amendments and will make every effort to consummate a total agreement prior to June 30, 2018.
- 33.2. In the event that a new Agreement is not reached, it is understood between the parties that this Agreement will extend itself and remain in full force and effect.
- 33.3. This Agreement is subject to the following:
- A. Ratification by both the City and the Union; and,
  - B. An appropriation by the City Council each year of sufficient monies to fund the cost increases for such year of this Agreement

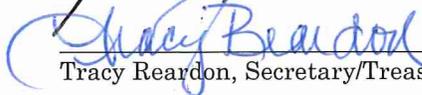
This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

  
\_\_\_\_\_  
Michael P. Cahill  
Mayor

9/7/17

  
\_\_\_\_\_  
Mark Lee  
President Local 111

  
\_\_\_\_\_  
Jim Tognazzi, Chief Steward

  
\_\_\_\_\_  
Tracy Reardon, Secretary/Treasurer

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*Appendix A Pay and Classification Schedule*

APPENDIX A

*Effective July 1, 2014*

GRADE	Position(s)	Step 1	Step 2	Step 3	Step 4
7		16.3202	17.1340	17.8427	18.6171
8	Laborer; Junior Clerk	17.0159	17.8034	18.5515	19.3127
9	Motorized Equipment Operator	17.7902	18.5252	19.2996	20.0609
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	18.5252	19.2996	20.0609	20.7828
11	Heavy Motorized Equipment Operator; Custodian	19.3127	20.0871	20.8221	21.5440
12		20.2053	20.9665	21.6884	22.5021
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	21.0978	21.8328	22.6071	23.3290
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	21.9246	22.7122	23.4472	24.2609
15	Mechanic; Pump Station Operator/Electrician; Plumber	22.8828	23.6834	24.4184	25.1534
16	Working Foreman; Administrative Assistant	23.0928	24.3659	25.0878	25.8359
17	W.F. - Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	25.1009	25.7966	26.4922	27.1878
18	Foreman	26.4791	27.5816	28.7628	29.8916
19		28.5003	29.2878	30.0753	30.8628
20		29.4716	30.2591	31.0466	31.8341
21		31.4928	32.2541	33.0154	33.7766
22		32.4772	33.2647	34.0522	34.8398
23		33.5364	34.3239	35.1114	35.8989
24	Project Coordinator	35.3238	36.1113	36.8988	37.6863
25		36.4607	37.2482	38.0357	38.8232
26		37.4385	38.2260	39.0135	39.8010

APPENDIX A

Effective July 1, 2015

GRADE	Position(s)	Step 1	Step 2	Step 3	Step 4
7		16.6466	17.4767	18.1996	18.9894
8	Laborer; Junior Clerk	17.3562	18.1595	18.9225	19.6990
9	Motorized Equipment Operator	18.1460	18.8957	19.6856	20.4621
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	18.8957	19.6856	20.4621	21.1985
11	Heavy Motorized Equipment Operator; Custodian	19.6990	20.4888	21.2385	21.9749
12		20.6094	21.3858	22.1222	22.9521
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	21.5198	22.2695	23.0592	23.7956
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	22.3631	23.1664	23.9161	24.7461
15	Mechanic; Pump Station Operator/Electrician; Plumber	23.3405	24.1571	24.9068	25.6565
16	Working Foreman; Administrative Assistant	23.5547	24.8532	25.5896	26.3526
17	W.F. - Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	25.6029	26.3125	27.0220	27.7316
18	Foreman	27.0087	28.1332	29.3381	30.4894
19		29.0703	29.8736	30.6768	31.4801
20		30.0610	30.8643	31.6675	32.4708
21		32.1227	32.8992	33.6757	34.4521
22		33.1267	33.9300	34.7332	35.5366
23		34.2071	35.0104	35.8136	36.6169
24	Project Coordinator	36.0303	36.8335	37.6368	38.4400
25		37.1899	37.9932	38.7964	39.5997
26		38.1873	38.9905	39.7938	40.5970

APPENDIX A

Effective July 1, 2016

GRADE	Position(s)	Step 1	Step 2	Step 3	Step 4
7		16.8131	17.6514	18.3815	19.1793
8	Laborer; Junior Clerk	17.5298	18.3411	19.1118	19.8959
9	Motorized Equipment Operator	18.3275	19.0847	19.8824	20.6667
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	19.0847	19.8824	20.6667	21.4104
11	Heavy Motorized Equipment Operator; Custodian	19.8959	20.6937	21.4509	22.1946
12		20.8155	21.5997	22.3434	23.1817
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	21.7350	22.4922	23.2898	24.0335
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	22.5867	23.3981	24.1553	24.9936
15	Mechanic; Pump Station Operator/Electrician; Plumber	23.5739	24.3986	25.1558	25.9130
16	Working Foreman; Administrative Assistant	23.7902	25.1018	25.8455	26.6161
17	W.F. - Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	25.8589	26.5757	27.2923	28.0089
18	Foreman	27.2788	28.4146	29.6314	30.7943
19		29.3610	30.1723	30.9836	31.7949
20		30.3616	31.1729	31.9842	32.7955
21		32.4439	33.2282	34.0125	34.7967
22		33.4580	34.2693	35.0806	35.8920
23		34.5492	35.3605	36.1718	36.9830
24	Project Coordinator	36.3906	37.2019	38.0131	38.8244
25		37.5618	38.3731	39.1844	39.9957
26		38.5691	39.3804	40.1917	41.0030

APPENDIX A

Effective January 1, 2017

GRADE	Position(s)	Step 1	Step 2	Step 3	Step 4
7		16.9812	17.8280	18.5654	19.3711
8	Laborer; Junior Clerk	17.7051	18.5245	19.3029	20.0949
9	Motorized Equipment Operator	18.5107	19.2755	20.0813	20.8734
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	19.2755	20.0813	20.8734	21.6245
11	Heavy Motorized Equipment Operator; Custodian	20.0949	20.9007	21.6654	22.4166
12		21.0237	21.8157	22.5668	23.4135
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	21.9523	22.7171	23.5227	24.2739
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	22.8126	23.6321	24.3969	25.2435
15	Mechanic; Pump Station Operator/Electrician; Plumber	23.8096	24.6426	25.4074	26.1722
16	Working Foreman; Administrative Assistant	24.0281	25.3528	26.1039	26.8823
17	W.F. - Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	26.1175	26.8414	27.5652	28.2890
18	Foreman	27.5516	28.6987	29.9278	31.1023
19		29.6546	30.4740	31.2934	32.1128
20		30.6653	31.4847	32.3040	33.1234
21		32.7683	33.5605	34.3526	35.1446
22		33.7926	34.6120	35.4314	36.2509
23		34.8947	35.7141	36.5335	37.3529
24	Project Coordinator	36.7545	37.5739	38.3933	39.2127
25		37.9374	38.7568	39.5762	40.3956
26		38.9548	39.7742	40.5936	41.4130

APPENDIX A

Effective July 1, 2017

GRADE	Position(s)	Step 1	Step 2	Step 3	Step 4
7		17.1510	18.0062	18.7510	19.5648
8	Laborer; Junior Clerk	17.8821	18.7097	19.4959	20.2959
9	Motorized Equipment Operator	18.6958	19.4683	20.2821	21.0821
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	19.4683	20.2821	21.0821	21.8408
11	Heavy Motorized Equipment Operator; Custodian	20.2959	21.1097	21.8821	22.6407
12		21.2339	22.0338	22.7925	23.6476
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	22.1718	22.9442	23.7580	24.5166
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	23.0407	23.8684	24.6408	25.4960
15	Mechanic; Pump Station Operator/Electrician; Plumber	24.0477	24.8891	25.6615	26.4339
16	Working Foreman; Administrative Assistant	24.2684	25.6063	26.3649	27.1511
17	W.F. - Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	26.3787	27.1098	27.8408	28.5718
18	Foreman	27.8271	28.9857	30.2270	31.4133
19		29.9512	30.7788	31.6063	32.4339
20		30.9719	31.7995	32.6271	33.4547
21		33.0960	33.8961	34.6961	35.4961
22		34.1305	34.9581	35.7857	36.6134
23		35.2436	36.0712	36.8988	37.7264
24	Project Coordinator	37.1220	37.9496	38.7772	39.6048
25		38.3168	39.1444	39.9720	40.7996
26		39.3444	40.1720	40.9996	41.8272

APPENDIX A

*Effective January 1, 2018*

GRADE	Position(s)	Step 1	Step 2	Step 3	Step 4
7		17.3225	18.1863	18.9385	19.7605
8	Laborer; Junior Clerk	18.0610	18.8968	19.6909	20.4988
9	Motorized Equipment Operator	18.8828	19.6629	20.4849	21.2930
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	19.6629	20.4849	21.2930	22.0592
11	Heavy Motorized Equipment Operator; Custodian	20.4988	21.3208	22.1009	22.8671
12		21.4462	22.2542	23.0204	23.8841
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	22.3935	23.1737	23.9955	24.7618
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	23.2711	24.1071	24.8872	25.7509
15	Mechanic; Pump Station Operator/ Electrician; Plumber	24.2882	25.1379	25.9181	26.6982
16	Working Foreman; Administrative Assistant	24.5111	25.8624	26.6286	27.4226
17	W.F. - Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	26.6425	27.3809	28.1192	28.8576
18	Foreman	28.1053	29.2756	30.5293	31.7274
19		30.2507	31.0865	31.9224	32.7583
20		31.2816	32.1175	32.9534	33.7892
21		33.4270	34.2350	35.0431	35.8510
22		34.4718	35.3077	36.1436	36.9795
23		35.5961	36.4319	37.2678	38.1037
24	Project Coordinator	37.4932	38.3291	39.1650	40.0008
25		38.7000	39.5358	40.3717	41.2076
26		39.7378	40.5737	41.4096	42.2454

**Appendix B**

**Consent for Non-Treating Medical Evaluation**

I, \_\_\_\_\_, hereby submit to a medical evaluation and/or examination by a physician designated by the City of Beverly regarding the specific sickness, infectious disease or injury suffered on \_\_\_\_\_, for which I was granted sick leave benefits by the City of Beverly. I hereby give permission for the City designated physician(s) to obtain a medical history of this specific sickness, injury or infectious disease from my treating physician, perform and examination specific to the injury and if necessary, obtain routine diagnostic tests in the office regarding the specific sickness, infectious disease or injury reference herein. I authorize the City designated physician to release information about the status of my recovery from the sickness, infectious disease or injury for which I was granted sick leave benefits and my fitness or non-fitness for duty to my employer.

I further understand that no doctor-patient relationship will be formed between my and any City designated physician as a result of this encounter, that no doctor-patient privilege will arise or apply to any information obtained or developed by any City designated physician in the course of my medical evaluation and/or examination and that no City designated physician shall have any duty to me for medical care or treatment except to conduct the evaluation and/or examination in a manner consistent with accepted medical practice and shall have no other duty to me for medical care, treatment or advice.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## *Appendix C*                      *Substance Abuse*

### C.1.      Drug and Alcohol Testing Groups:

C.1.1.      All member employees of the collective bargaining agreement unit shall be subject to random drug and alcohol testing as set forth by the Federal Department of Transportation guidelines. For testing purposes the employees shall be placed into two separate groups.

C.1.1.1.      Group A shall contain all employees that possess a CDL and all safety sensitive drivers that are required under federal law to be tested.

C.1.1.2.      Group B shall contain all the employees that do not possess a CDL or that are not safety sensitive drivers. In order to ensure that both pools have the same odds of being tested Group B will be populated with simulated employees to make it the same size as Group A.

### C.2.      Progressive Discipline Procedures for Positive Drug and Alcohol Testing for All Members of the collective bargaining agreement in addition to Federal Department of Transportation regulations the following shall apply:

C.2.1.      First Offense: The employee shall be placed on a three (3) working day suspension immediately. Employees who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy during the next three (3) years will move forward to the Second Offense as defined in Section 2.

C.2.2.      Second Offense: The employee shall immediately be placed on a thirty (30) calendar day suspension. Upon returning to work, the employee shall drop down two (2) pay grades and lose all driving privileges for ninety (90) calendar days. Employees who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy during the next five (5) years will move forward to the Third Offense as defined in section 3.

C.2.3.      Third Offense: The employee shall be terminated immediately.

Appendix D Letter of Agreement

<p style="text-align: center;"><b>MEMORANDUM OF AGREEMENT</b> <b>BETWEEN</b> <b>CITY OF BEVERLY</b> <b>AND</b> <b>AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, Local #111, DPS</b></p> <p>This Memorandum of Agreement ("Agreement") between the City of Beverly ("City") and the American Federation of State, County, and Municipal Employees, AFL-CIO, State Council 93, Local #111 ("Union") for DPS Employees is effective this ____ day of December, 2015.</p> <p>WHEREAS, the City and the Union have concluded negotiations over terms for Collective Bargaining Agreements to succeed the Collective Bargaining Agreement between the parties covering the period July 1, 2011 through June 30, 2014 ("7/1/2011-6/30/2014 CBA");</p> <p>WHEREAS, the City and the Union have agreed to extend the 7/1/2011 - 6/30/2014 CBA through 6/30/2015 with no changes (the "7/1/2014-6/30/2015 CBA") followed by a three year Collective Bargaining Agreement effective July 1, 2015- June 30, 2018 (the "7/1/2015-6/30/2018 CBA") with the following changes only.</p> <p>NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the provisions as outlined below shall be incorporated into a new Collective Bargaining Agreement and shall replace any language in the previous Agreement where language for such Article or Section is included herein.</p> <p>All changes shall become effective as of the date specified; if no effective date is specified, changes shall become effective as of the date this agreement is signed, ratified and funded. Neither the increases in wages or in any other benefit apply to any position or person not in the bargaining unit as of the date the 7/1/2015-6/30/2018 CBA is signed and ratified.</p> <p>Specific language changes to the previous Agreement are as follows:</p> <p style="text-align: right;">mcl</p> <p style="text-align: center;">1</p>	<ol style="list-style-type: none"><li>1. Title Page (housekeeping) -- Update dates to reflect dates of the new collective bargaining agreements (the 7/1/2014-6/30/15 CBA and the 7/1/2015-6/30/2018 CBA).</li><li>2. Article 1 - Recognition, p. 1 - Add to 1.1.1: "except the Principal Clerk for the Director of Engineering, Commissioner of Public Services and Public Works." Also add the Principal Clerk for the Director of Engineering, Commissioner of Public Services and Public Works to exclusions in 1.2.</li><li>3. Article 3 - Discrimination and Coercion, p. 1 - Add a new section 3.4 reflecting the "no 2 bites": <p style="margin-left: 40px;">"3.4. The provisions of this article shall be grievable but not arbitrable. The parties, by written agreement only in any case, may make an exception for a specific matter to be arbitrable notwithstanding this non-arbitrability clause, after the applicable statute of limitations for filing a legal or statutory claim has run. Any such agreement shall establish a date certain by which any arbitration must be filed. Failure to specify such date shall make any such agreement ineffective and unenforceable. Nothing herein shall be deemed to create an obligation on the part of the City to file for arbitration."</p></li><li>4. Article 7 - Grievance and Arbitration Procedure, p. 4-6 - Change as follows, including changing working days to calendar days, tightening up time limits and <i>de novo</i> review.<ol style="list-style-type: none"><li>a. 7.1.1. Change "five (5) working days" to "seven (7) calendar days" in sentences one and two.</li><li>b. 7.1.2. Change "seven (7) working" to "ten (10) calendar days" in sentences one and two.</li><li>c. 7.1.3 Change "seven (7) working" to "ten (10) calendar days" in sentences one and two.</li><li>d. 7.1.4 Add the word "calendar" before "days".</li><li>e. 7.3 Amend to read, "Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be</li></ol></li></ol> <p style="text-align: right;">mcl</p> <p style="text-align: center;">2</p>
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deemed as a final waiver and abandonment of the grievance. Failure of the City 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, and starting the time period within which the grievance must be advanced or waived. The time limits specified may be extended only by 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.

f. Add new 7.6 on *de novo* review:

"A decision by an arbitrator to take jurisdiction over the procedural arbitrability objection(s) of the City, including timeliness, will be subject to *de novo* review in the courts."

g. Renumber 7.6 to 7.7. Renumber 7.7 to 7.8. Renumber subparagraphs accordingly.

h. 7.8.5 Change "June 30, 2014" to "June 30, 2018".

5. Article 8, Civil Service, p. 6-7-

a. The City eliminated Civil Service effective January 8, 1996.

b. Change name of article to Progressive Discipline/Just Cause.

c. Delete Section 8.1 and replace it with text from current Appendix C. Renumber Paragraphs in Appendix C as 8.1.1; 8.1.2; 8.1.3 respectively. Renumber subparagraphs of C.2 as (A); (B); (C); (D). Delete phrase in 8.1.1. "In accordance with Article 8 and Article 9." So that 8.1.1 will now read "Employees may only be disciplined for Just Cause. As part of this the parties agree to follow the process of progressive discipline."

d. Delete Section 8.2.

e. Renumber 8.3 as 8.2.

f. Delete "labor service" in 8.4 and replace it with "new", and renumber as 8.3.

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6. Article 12, Pay and Classification Plan - Delete 12.5 and replace with agreed financial package.

7. Article 14, Overtime, p. 9-10 - Insert new section 14.8 Call Lists:

14.8.1. Employees shall provide one number for call in lists, except for snow and ice lists, for which an employee may supply up to two contact numbers, specifying the primary number to be called. The city shall only be required to use the primary number supplied by the employee, however at the city's discretion they may use the secondary number providing that they use the secondary number for every employee in an attempt to reach them.

14.8.2. All call in lists shall be posted annually for 5 business days so that they may be updated.

14.8.3. Employees shall sign for each list they wish to be considered eligible for call ins.

14.8.4. Should an employee wish to be removed or added to a list after the posting they shall submit, in writing a request to do so

8. Article 18, p. 15, Other Monetary Considerations

The City will pay up to \$85 directly to the provider for a legally mandated Department of Transportation physical only if received at a provider and a location selected by the City.

9. Article 20, Sick Leave, p. 13 -

a. Change 20.2 to read:

"20.2. Any sick leave allowed under this article may be accumulated but said accumulation shall not exceed two hundred (200) days at any time. An employee who has accumulated more than 200 days as of 1/1/2016 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 (1/1/2016)."

mkl

b. Section 20.4 Change "two hundred (200)" to "one-hundred and fifty (150)". Add "or death" after retirement. Fix typos by changing "or" to "on" in first part of sentence, and "or" to "of" in the second part of sentence. Delete "as severance pay" and add "days" after "sick leave". Section 20.4 will now read:

"Upon retirement or death, employees will receive remuneration on the basis of fifty percent (50%) of not more than one-hundred and fifty (150) of his/her sick leave days."

"An employee who has accumulated more than 150 sick days as of 1/1/2016 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 1/2 of 200 days, or half of the amount at which the employee is grandfathered, whichever is less."

c. Change Section 20.5:

Upon death of an employee, his heirs, administrators, executors or assigns shall receive remuneration for accumulated sick leave in accordance with section 20.4. If any conflict exists regarding who should receive such payment, it shall be up to the party or parties seeking payment to resolve any such conflict before the City makes payment.

d. Add new section 20.14 on OPEB:

"Effective 10/1/2016, and annually thereafter on October 1, the City will reduce sick leave for each full time employee by one day of sick leave (8 hours). This will apply for all employees hired on or after 7/1/15. It will also apply to current employees with five or more years of service as of October 1 of each year. The City will contribute the value of such day to the OPEB fund established by the City. The yearly sick time accrual allotment will be reduced by one day. This day shall not affect the employee's eligibility for sick leave incentive."

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10. Article 21, Vacations, p. 16 - Change "Upon termination of employment" to "Upon resignation, retirement or termination of employment in Section 21.A.

11. Article 23, Bereavement Leave, p. 17 - Add Section 23.3: To accommodate family travel and service arrangements, an employee shall be given up to two weeks from the date of death to utilize bereavement days."

12. Article 25 - Add a new section, Section 25.4 clarifying that statutory LOAs run concurrently with any time under the contract.

"25.4 - 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."

13. Article 26, Holiday, p. 17-8 - Update dates.

14. Article 31, Miscellaneous Provisions, p. 29-

a. Delete "or Civil Service" from 31.1.

b. Add a new section 31.3:

"31.3 - Lack of Valid Driver's License. Employees 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."

c. Add a new Section 31.4:

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

mkl

<p>15. Article 32 - Re-Opener, p. 20 - Change to read as follows:</p> <p style="padding-left: 20px;">"32.1 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 reopen 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.)"</p> <p>16. Article 33 - Duration of Agreement, p. 21</p> <p>Delete and replace with the following:</p> <p style="padding-left: 20px;">"33.1 This Agreement shall become effective on July 1, 2015 and shall remain in full force and effect until June 30, 2018. Both parties to this Agreement will confer during the month of January 2018 to discuss any proposed changes or amendments and will make every effort to consummate a total agreement prior to June 30, 2018.</p> <p style="padding-left: 20px;">33.2 (No change)</p> <p style="padding-left: 20px;">33.3 Change to reflect date new agreements are entered into from "this 30<sup>th</sup> day of June, 2011."</p> <p>17. Appendix A, Weekly Wage Schedule - Delete and replace with updated wage schedule.</p> <p style="padding-left: 20px;"><b>a. Wage increase</b></p> <table style="margin-left: 40px;"> <tr> <td>July 1, 2014-June 30, 2015</td> <td>0%</td> </tr> <tr> <td>July 1, 2015 - June 30, 2016</td> <td>2%</td> </tr> <tr> <td>July 1, 2016 - December 31, 2016</td> <td>1%</td> </tr> <tr> <td>January 1, 2017 - June 30, 2017</td> <td>1%</td> </tr> <tr> <td>July 1, 2017 - December 31, 2017</td> <td>1%</td> </tr> <tr> <td>January 1, 2018 - June 30, 2018</td> <td>1%</td> </tr> </table> <p style="text-align: right; margin-right: 20px;">mkl</p>	July 1, 2014-June 30, 2015	0%	July 1, 2015 - June 30, 2016	2%	July 1, 2016 - December 31, 2016	1%	January 1, 2017 - June 30, 2017	1%	July 1, 2017 - December 31, 2017	1%	January 1, 2018 - June 30, 2018	1%	<p>18. Eliminate Appendix C. Rename Appendix D as Appendix C. Rename Appendix E as Appendix D.</p> <p>19. Appendix E, Letter of Agreement - Delete and replace with this document.</p> <p>20. Grievance and Litigation Withdrawn/Dismissed - The Union has reviewed any pending (including any which may have been held in abeyance) arbitration cases, grievances, charges of prohibited practice and litigation with the employer and has made an independent determination that the likelihood of success on the merits in each of the cases when considered in terms of the overall contract settlement and the likely costs of pursuing such cases, if any, does not warrant maintaining such cases and that such cases, if any, shall accordingly be withdrawn. In return for the bargained for consideration contained in this MOA, the Union hereby agrees to withdraw and dismiss any and all grievances, arbitrations, charges of prohibited practice, other proceedings or litigation in whatever forum with prejudice to re-filing.</p> <p>21. In addition to the provisions above, a one time payment of \$900 will be made to each bargaining unit member (as of the date of execution of the agreement) on or about January 22, 2016. In the event the City cannot arrange for the payment by that date, the City will notify the Union and will attempt to make the payment as soon thereafter as possible.</p> <p>22. This Agreement is subject to the following:</p> <p style="padding-left: 20px;">A. Ratification by both the City and the Union; and,</p> <p style="padding-left: 20px;">B. An appropriation by the City Council each year of sufficient monies to fund the cost increases for each year of this Agreement.</p> <p>CITY OF BEVERLY</p> <p>By:  Michael Collins</p> <p>Date: 12-15-15</p> <p>AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #111 (DPS)</p> <p>By:  Mark Lee</p> <p>Date: 12/15/15</p>
July 1, 2014-June 30, 2015	0%												
July 1, 2015 - June 30, 2016	2%												
July 1, 2016 - December 31, 2016	1%												
January 1, 2017 - June 30, 2017	1%												
July 1, 2017 - December 31, 2017	1%												
January 1, 2018 - June 30, 2018	1%												

**Appendix E Municipal Health Insurance Agreement**

MUNICIPAL HEALTH INSURANCE AGREEMENT

CITY OF BEVERLY  
And  
PUBLIC EMPLOYEE COMMITTEE

WHEREAS, the City Council of the City of Beverly ("City") voted on August 1, 2011, to change group health insurance under the process authorized by G.L. c. 32B, §§ 21-23; and

WHEREAS, on November 21, 2011, the City provided its Insurance Advisory Committee with notice of its intention to change group health insurance under the process authorized by G.L. c. 32B, §§ 21-23; and

WHEREAS, the City thereafter requested the formation of a Public Employee Committee ("PEC") pursuant to 801 CMR 52.02; and

WHEREAS, a PEC was formed and the City, on December 7, 2011, delivered its 801 CMR 52.03 notice to the PEC representatives; and

WHEREAS, the negotiations period with the PEC commenced on December 12, 2011, and is set to expire on January 10, 2012; and

WHEREAS, both the City and the PEC have engaged in negotiations in good faith and desire to enter into a mutually acceptable agreement relative to this subject matter;

NOW THEREFORE, pursuant to 801 CMR 52.04(4), the City and the PEC agree as follows with respect to changes to the City's group health insurance plan.

- The City will implement health insurance plan design changes to the following, current health insurance plans offered:
  - Blue Cross Blue Shield, TMO Blue

- Blue Cross Blue Shield, Master Medical
  - Blue Cross Blue Shield, Medex
  - Harvard Pilgrim Health Care
- Plan design changes are attached hereto as Exhibit A, however the \$250/750 deductible will not go into effect until July 1, 2012.
  - All subscribers will be notified as follows:
    - Notices will be sent by regular mail to active and retired subscribers.
    - Notices will be sent via City email and interoffice mail.
    - Meetings with representatives from Blue Cross Blue Shield and Harvard Pilgrim Health Care.
  - Open enrollment will commence on February 1, 2012 and terminate on February 29, 2012 for all subscribers for fiscal 2012.
  - New premium rates will be effective on April 1, 2012 for the balance of fiscal 2012.
- 0
- Plan design changes as outlined in Exhibit A will be implemented on April 1, 2012.
  - A review of the City's savings as a result of the plan design changes was provided to the PEC, including the total amount of the mitigation fund (attached as Exhibit B). The PEC agreed to a health insurance premium holiday for the distribution of mitigation monies as required to all subscribers.
  - The premium holiday will be held before July 1, 2012. The amounts withheld are per subscriber in the amount indicated in Exhibit B.
  - In compliance with 801 C.M.R. 52.03 a copy of the implementation notice is attached hereto and incorporated herein by reference as Exhibit C. The PEC acknowledges timely receipt of the implementation notice.
  - The PEC hereby withdraws any objections it has to Mayor Scanlon's Request for a Waiver regarding the vote of the City Council on August 1, 2011 for implementing changes in the City's group health insurance benefits under M.G.L. c. 32B Sections 21-23, including but not limited to the objections set forth in the letter from Heather Litchfield, President Beverly Teachers Association, Representative for the PEC to Secretary of Administration and Finance Jay Gonzalez dated December 31, 2011. See copy of Ms. Litchfield's letter as Exhibit D.

In witness whereof, the parties hereto cause this instrument to be executed in their names and on their behalfs by the duly authorized representatives thereto this 10th day of JANUARY, 2012.

PUBLIC EMPLOYEE COMMITTEE

*Heather Litchfield*  
Heather Litchfield, PEC Representative  
or her designee  
Beverly Teachers Association

*Karin Shea*  
Karin Shea, PEC Representative  
or his designee  
AFSCME Local 2894

*Mark Lee*  
Mark Lee, PEC Representative  
or his designee  
AFSCME Council 93-Local 111

*Brian Long*  
Brian Long, PEC Representative  
or his designee  
Beverly Police Benevolent Association

*L. Michael Devlin*  
L. Michael Devlin, PEC Representative  
or his designee  
Beverly Superior Officers Association

CITY OF BEVERLY

*William F. Scanlon, Jr.*  
William F. Scanlon, Jr.  
Mayor

PUBLIC EMPLOYEE COMMITTEE (cont.)

*Ross McCulloch*  
Ross McCulloch, PEC Representative  
or his designee  
International Association of  
Firefighters AFL-CIO

*John Morris*  
John Morris, PEC Representative  
or his designee  
Beverly Municipal Employees Association

*Louis Campagnolo*  
Louis Campagnolo, PEC Representative  
or his designee  
City of Beverly Retirees

