Agreement By and Between the
City of Beverly
and
the American Federation of State, County and Municipal Employees
AFL-CIO
Council 93, Local no. 111
Library Employees

July 1, 2015- June 30, 2018

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This Collective Bargaining Agreement is made and entered into this _____ day of _____ 2016, effective July 1, 2015, by and between the City of Beverly (hereinafter sometimes referred to as the "City"), and the American Federation of State, County and Municipal Employees, Council 93 and Local 111 (hereinafter sometimes referred to as the "Union").

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

Article I Definitions

Where the word "Employer" is used in this Agreement, it shall mean the City of Beverly and "Director" shall mean the Director of the Beverly Public Library.

Article II Recognition and Bargaining Unit

The Employer recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours, and other terms and conditions of employment for all regular full-time employees of the Beverly Public Library but excluding the Director of the Library, the Assistant Director of the Library, custodians and pages.

Article III Union Membership

The Employer will not discriminate against an employee because of his/her membership in, or lawful activity on behalf of, the Union. The Union and its officers and members will not intimidate or coerce employees in exercising their legal right to join or refrain from joining any employees' organization.

Article IV Discrimination

The Employer will not discriminate against any employee on the basis of race, color, religion, sex, national origin, or age, as provided by law. The provisions of this article shall be grievable but not arbitrable. Notwithstanding this non-arbitrability clause, the parties, by written agreement only in any case, may make an exception for a specific matter to be arbitrable but only 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 to arbitrate ineffective and unenforceable. Nothing herein shall be deemed to create an obligation on the part of the City to file for arbitration.

Article V Dues Deduction

The City agrees to deduct, in accordance with the terms of the form of authorization of check off of dues hereinafter set forth in Appendix A, Union Membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who shall authorize it by signing and furnishing to it of such check off of dues form, and remit the aggregate amount to the Treasurer of the Union, together with a list of employees for whom said dues have been deducted.

Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the City of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and Recording Secretary of the Union. In the event of any change of the Treasurer of the Union, the City shall be notified by the same method.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, law suits, or other forms of liability that may arise out of or by reason of action taken by the Employer in making deductions of Union membership dues made pursuant to the provisions of this Article.

Article VI Service Fee

Subject to the provisions of M.G.L. Chapter 150 E, Section 12, employees who have passed their probationary period and who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union a service fee. The amount of such service fee shall be equal to the amount required to become a member and remain a member in good standing of the Union, subject to M.G.L. Chapter 150 E, Section 12.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, law suits, or other forms of liability that may arise out of or by reason of action taken by the Employer in making deductions of Union membership dues made pursuant to the provisions of this Article.

Article VII Management Rights

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Employer not listed herein. Such inherent management responsibilities shall remain exclusively with the Employer except as they may be shared with the Union by specific provisions of this Agreement.

Among such management responsibilities as are vested exclusively in the Employer are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Employer, to suspend, demote, discharge, or take other disciplinary

action against employees for just cause, to evaluate employees, to determine the hourly, daily, weekly schedules of employment, to relieve employees from duty because of lack of work or other legitimate reasons including but not limited to lack of funds, to make, administer, and enforce work rules and regulations, to determine the method, means and the personnel by which the operations of the Library are to be conducted and to take whatever action may be necessary to carry out the work of the Library in situations of emergency.

The Employer shall have the freedom of action to discharge its responsibility for the successful operations of the Library, including the scheduling of operations, the methods, materials and equipment used in carrying out the functions of the Library and the extent to which its own or other facilities, equipment or personnel shall be used. It is understood that employees may be assigned as needed to such location or locations as determined by the Library Director or her designee from time to time in her sole discretion.

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

The Human Resource Director shall be involved in all matters under the contract to the extent provided by the City Charter.

Article VIII Probationary Employees

Each new employee and each employee re-hired after a break in service shall be considered a probationary employee for the first 180 days of active employment. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Employer and such situation shall not be subject to the grievance and arbitration provisions of this Agreement.

Article IX Just Cause

Employees who have passed their probationary period shall not be disciplined or discharged without just cause.

The Union Steward shall be notified in writing of the discharge of any non-probationary employee within twenty-four (24) hours after the discharge. The failure to give such notice shall not in any way affect the validity of the discharge, but shall extend, by the amount of the delay, the time within which the employee involved may file a grievance.

The Union will promptly notify the Human Resources Director who has been elected Steward.

Article X Grievance Procedure

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

Step 1:
The Employee, or a representative of the Union, shall take up the grievance with the Director of the Beverly Public Library, or his designated representative, within seven (7) calendar days of the date of the grievance or of the date the employee first acquired knowledge of its occurrence. Such grievance shall be submitted in writing setting forth the facts relied upon, the section of the Agreement allegedly being violated and the remedy sought. The Director of the Beverly Public Library or his/her designated representative, shall attempt to adjust the matter and shall respond within seven (7) calendar days after the submission of the grievance to him in Step I. All grievances shall be in writing and shall state in reasonable detail the facts on which it is based, the provision or provisions of the Agreement alleged to have been violated, and the remedy requested.

Step 2:
If the grievance has not been settled in Step 1, it shall be taken up with the Mayor and/or his/her designee within thirty (30) calendar days after the Director's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Mayor and/or his/her designees shall respond in writing within fourteen (14) calendar days after the submission of the grievance to them in Step 2.

Step 2A:
By agreement of the parties, a grievance may be mediated before arbitration is filed, however, any such agreement to mediate shall not automatically toll the running of the 30 calendar day period in which to file for arbitration.

Step 3:
If the grievance is still unresolved, the Employer or the Union may, within thirty (30) calendar days after the reply of the Mayor or his/her designee, as the case may be, is due or received, whichever is earlier, by written notice to the other together with filing a demand for arbitration with the American Arbitration Association, submit the grievance to arbitration. Any request to arbitrate the written grievance shall be filed by the filing party with the American Arbitration Association within thirty (30) calendar days after the reply of the Mayor or his/her designee. The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete, or add to the terms of this Agreement. Within the limits of his/her authority, the decision of the arbitrator, to the

extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the Employer and the Union.

No employee shall have the right to require arbitration, that right being reserved to the Employer and the Union.

Failure of the grievant to present the written grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a final resolution of the grievance against the grievant. The time limits set forth herein may be enlarged only by the written consent of the parties hereto in each instance to a date certain. Failure to specify such date shall make any extension ineffective. In the event any of the parties to whom the grievance is presented, as herein before provided, fails to respond within the time limits provided, it shall be deemed a denial of the grievance entitling the Union to advance to the next step, and starting the time period within which the grievance must be advanced or waived.

The dispute as stated in the original written grievance shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree in writing to modify the scope of the hearing. 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.

Article XI Hours of Work

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

2. The normal work week for employees shall be thirty-five (35) hours and shall be normally filled by five (5) seven (7) hour days/nights, subject, however, to periodic variations to accommodate Saturday, Sunday, and evening openings.

3. The Employer reserves the right to change the normal schedule in paragraph 2 subject to the following conditions:

   (a) Four (4) weeks notice of such change is given the Union, except in cases of emergency.

   (b) No such change shall be arbitrary or capricious.

   (c) In the event any law requires the City to pay overtime to employees covered by this Agreement the City reserves the right to change the normal schedule in paragraph two (2) of this article, anything contained in this Agreement to the contrary not withstanding.

   An arbitrator shall not under any circumstances, however, substitute his judgment for that of the Employer.

4. The normal schedule may also be varied when deemed necessary by the Director to meet the needs of the public. For example, to cover illness or accident.

5. Subject to the foregoing, the Employer reserves the right to establish and change the hourly, daily and weekly schedules of employment.

6. Employees required to work in excess of their scheduled hours shall be granted compensatory time off therefore in lieu of any pay.

7. Employees shall not be required to work past 4:00 P.M. on New Years Eve.

8. Employees shall not be required to work past 6:00 P.M. on Thanksgiving Eve.

Article XII Seniority, Layoff, Recall

Seniority as used in this Agreement is an employee's length of continuous full-time service as an employee of the Beverly Public Library dating from his most recent date of hire.

The following rules shall apply in the determination of which employees are to be laid off in the event a reduction in force is made by the Employer.

1. In the event qualifications are relatively equal, the employees with the least seniority in the job classification involved shall be declared excess.

2. The employees declared excess in Step 1 shall then have the opportunity, if they so request in writing, to be reviewed with employees in any lower job classification. Absent such request, the employees declared excess in Step 1 shall be laid off. In the event request for such review is so made, then upon such review, in the event qualifications are relatively equal, the employee with the least seniority shall then be laid off:

An employee laid off under this article shall have recall rights, as hereinafter provided, for one (1) year from the effective date of the layoff. Recall rights shall be limited to permanent vacancies which the City decides to fill in the job classification in the library from which the employee was laid off: As between two or more employees with the recall rights in the same job classification, seniority shall govern.

Recall notices shall be sent by certified or registered mail to the employee's last known address. The recalled employee shall have two weeks after receipt of the notice to accept the recall. In the event the recalled employee does not accept the recall, all recall rights shall terminate.

The standard of review of the Employer's determination of qualification and/or seniority questions under this Article and Article XIII shall be whether the Employer was arbitrary

or capricious in making its determinations. The arbitrator shall not under any circumstances substitute his judgment for that of the Employer. The weight to be given the various factors in the determination of qualifications is a matter solely for the Employer.

Article XIII Job Posting and Bidding

Whenever a permanent vacancy occurs in the bargaining unit and the Employer desires to fill such vacancy, the Employer shall post a notice of such vacancy on the Library bulletin board and the City bulletin board for a period of five (5) days. Employees interested in such vacancy shall apply in writing within the posting period.

The Employer may fill said job from applicants within the bargaining unit or outside of the bargaining unit, provided, however, that preference shall be given to applicants from within the bargaining unit where such applicants' qualifications are relatively equal to or exceed those of applicants from outside the bargaining unit. As between applicants from within the bargaining unit, seniority shall govern provided the qualifications of the employees are relatively equal.

The word "qualifications" as used in this Article and Article XII shall include, but shall not be limited to, such factors as ability, skill, previous training, experience, physical fitness, record of absenteeism and tardiness, ability to relate to the public.

Article XIV Temporary Assignment

In the event an employee is temporarily assigned by the Director to perform the duties of a person in a higher rated job and so performs such duties for a period of at least five (5) consecutive days, he shall receive commencing on the sixth (6th) day but retroactive from the first day, compensation for such service at the minimum of the job rate range of the higher rated job or in the event such minimum is lower than the employee's then regular job rate at the next step in the higher rated job as will be above the employee's then regular job rate. Such compensation shall continue so long as the employee continues to perform the duties of the higher rated job. It is understood that upon return by the employee to his regular duties, the increase in compensation provided for in this Article shall terminate. It is further understood that the aforementioned five (5) consecutive day requirement for entitlement to the increase in compensation must be satisfied each time the employee is temporarily assigned to perform the duties of a higher rated job.

Article XV Wages

1. The wages of the employees covered by this Agreement are set forth in Appendix B attached hereto and made part hereof.

2. An employee shall be eligible to advance from Step 1 to Step 2 after six (6) months of continuous service. Thereafter, an employee will be eligible to advance from one step to the next step after one year of continuous service in each step.

3. The Trustees, with the approval of the Mayor, may, in their discretion, start an employee at whatever step they deem appropriate in the circumstances.

4. Wage Increases:

July 1, 2015	2%
July 1, 2016	2%
July 1, 2017	1%
January 1, 2018	1%

5. Direct Deposit. All payments of payroll related items to any member will be made by direct deposit to a bank account of the member's choosing by the City Treasurer. All members will be responsible to 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.

Article XVI Longevity

Employees shall be eligible to receive longevity compensation, as hereinafter provided, subject to the conditions hereinafter provided:

Years of Continuous Service	**Amount**
Ten (10) years or more	$500.00
Fifteen (15) years or more	$700.00
Twenty (20) years or more	$900.00
Twenty-five (25) years or more	$1,100.00

Said amount of annual longevity compensation shall be paid annually and shall be applicable to retirement benefits.

All proper deductions, including retirement, shall be taken from said longevity compensation

Annual longevity payment shall be paid by separate check.

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 XVII Insurance

Section 1.

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

Section 2.

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.

Section 3.

Workers' Compensation. All bargaining unit members are covered by Workers' Compensation, G.L. Chapter 152.

Article XVIII Sick Leave

Employees shall be entitled to accrue sick leave with pay at the rate of one and one fourth (1 ¼) days for each month of service, not to exceed fifteen (15) days per year.

Each employee shall be allowed to accumulate up to a maximum of 175 days of sick leave. An employee who has accumulated more than 175 days as of 8/31/2015 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 (8/31/2015). In no event shall an employee be permitted to accumulate more than 225 days.

Sick leave may be utilized for personal injury or illness, or to care for a sick spouse, parent or child.

Each employee's sick leave accumulation shall be posted annually by January 15 of each calendar year.

Employees shall be paid 50% of their accumulated sick leave (50% of 150 days) as severance pay upon retirement. In the event of their death, 50% of their accumulated sick leave (50% of 150 days) shall be paid to family. The value of a day shall be the rate of pay upon retirement. An employee who has accumulated more than 150 days as of 8/31/2015 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, but in no event can an employee grandfathered under this clause convert more than 100 days, or half of the amount at which the employee is grandfathered, whichever is less.

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

ANNUAL SICK LEAVE INCENTIVE

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

Day(s) Used	*Day(s) Bonus*
0	5
1	4
2	3
3	2
4	1
5	0

If employee chooses not to buy back any time fifteen (15) days will be accredited to sick leave account. If employee chooses to buy back any time (5 days or less) it will be deducted from fifteen (15) which is the annual sick time accumulated and the remainder will be accredited to employee's sick time total.

No later than July 15th of each year, employees who are interested in selecting the City's sick leave incentive program, shall by written notification to the Human Resources

department and copy to the Director of the Library, indicate their desire to participate in the sick leave incentive program for the previous fiscal year.

SICK LEAVE BANK

Effective July 1, 2013 a sick leave bank is established in accordance with the provisions:

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

2. Each member shall contribute a minimum of one day from his/her sick leave accumulation to the Sick Leave Bank annually in order to fund the bank. Each member may contribute up to one-half his/her annual earned sick leave, i.e. 7.5 days or 5 days if the member is currently part of the sick leave incentive program.

3. Members are to notify both the Union and the Human Resources Director of the days he/she wishes to donate. Additional days may be donated in the event that the Sick Leave Bank becomes depleted. All donated sick days will not affect the calculation of sick accruals for purposes of the Annual Sick Leave Incentive Program.

4. All unused days in the Sick Leave Bank shall carry over to the next year. However, at no point shall the number of days in the Sick Leave Bank exceed two hundred and fifty (250) days.

5. The Sick Leave Bank shall be administered by a Sick Leave Board consisting of four (4) members: two (2) from the City and two (2) from the Union, consisting of one officer, designated by the union Executive Board. In order to award sick days, a majority vote is necessary.

6. Any initial grant of sick leave by the board shall not exceed thirty (30) days. If need continues, re-application to the Sick Leave Board may be made for one extension up to a maximum of fifteen (15) days. The Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident.

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

    a) Adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury and expected date of return. This information shall be strictly confidential within the Sick Leave Bank Board. All Sick Leave Applications will be kept in the Human Resources office.

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

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

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

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 (7 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 an OPEB fund. Sick day shall be taken from their yearly accrual allotment. This day shall not affect the employee's eligibility for sick leave incentive.

Article XIX Holidays

(a) The following days shall be considered paid holidays:

New Years Day
Martin Luther King, Jr. Birthday
Presidents Day
Patriots Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day (See section (d))
Christmas Eve
Christmas Day

Plus any other regularly scheduled workday, up to a maximum of two (2) days, that may be declared a holiday by the Governor, the General Court, or the City of Beverly, provided the Library is in fact closed on said day.

(b) In the event a holiday falls on an employee's normal day off, the employee shall receive an additional day off with pay in lieu thereof.

(c) Holiday pay shall be determined by multiplying the employee's regular straight time hourly rate of pay computed on the basis of a thirty-five (35) hour workweek by the number of hours regularly worked by said employee on the day on which the holiday occurs.

(d) Thanksgiving holiday is defined as either the Wednesday before or the Friday after Thanksgiving Day.

Each union member may sign up for one of the days off. The sign up list will be posted by July 1. The deadline for sign up is July 15. In the event that too many members request the same day off, who receives that day will be determined by seniority as defined by the contract. Management will post the Thanksgiving Holiday Schedule by August 15.

Management has the right to alter the Thanksgiving schedule if staffing levels change to insure that all public desks are covered with at least one qualified full time staff member. A qualified staff member for each department will be determined by management and the department head.

Members may not take vacation, personal time or compensation time on the Wednesday before or the Friday after Thanksgiving Day.

Article XX Bereavement Leave

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

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.

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, sister-in-law.

Article XXI Jury Pay

In the event that an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for time as a juror the difference between the amount he received for jury duty (excluding trial allowances or reimbursement of expenses) and the amount he would have received computed on the

basis of the employee's base hourly rate up to a maximum of eight (8) hours a day, had he been employed by the Employer during such time, provided he was scheduled to work during such time. To be eligible for the jury duty benefits provided herein, the employee must give the Employer reasonable notice that he has been summoned for jury duty, must furnish satisfactory evidence that he reported for or performed jury duty during the time for which he claims payment and during the period of jury service the employee must report for work when his services as a juror are not required. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

Article XXII Personal Days

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

Article XXIII Educational Reimbursement

The Library will reimburse employees for the tuition cost of courses under the following terms and conditions:

1. The course must be approved by the Director.

2. No reimbursement shall be given for the cost of courses covered under other reimbursement programs such as veteran benefit plans, etc.

3. The course must be taken at an accredited educational institution.

4. The employees must obtain a grade of C or better and present satisfactory evidence thereof to the Director to obtain reimbursement. Reimbursement in the amount of 90% of the cost of tuition will be made within days of receipt of evidence of payment and successful completion. The cost of books, laboratory fees, registration fees, etc., that may be required for a given course shall not be considered for reimbursement.

5. Only courses beneficial to the development of the employee's capability to perform his current or anticipated job assignment in the Beverly Public Library will be considered for reimbursement.

6. In the event approval is denied by the Director, the employee may appeal to the Board of Trustees. The decision of the Board shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.

Article XXIV Vacation

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

Length of Continuous Service as of Anniversary Date of Employment	*Amount of Vacation*
More than one (1) year of continuous service but less than three (3) years:	Seventy (70) hours
More than three (3) years of continuous service but less than five (5) years:	One hundred five (105) hours
More than five (5) years of continuous service but less than twenty-five years:	One hundred forty (140) hours
More than twenty-five (25) years of continuous service:	One hundred seventy five (175) hours

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

3. An employee must take his vacation time during the year following his eligibility therefore or else such vacation time shall be lost. Up to seventy (70) hours vacation time may be carried over to the succeeding year.

4. The vacation schedule shall be established by the Director. Subject to the needs of the department, consideration shall be given to the employee's preference within said schedule. The final decision, however, shall be that of the Director.

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

6. An employee who is discharged for cause (or who resigns from his employment prior to discharge for cause) prior to the time he becomes eligible for his vacation (anniversary date) shall not be entitled to any vacation pay. In the event of death, retirement, or resignation upon two weeks' notice in writing, prior to the employee's vacation eligibility date, the amount of vacation entitlement and the eligibility requirements therefore shall be prorated.

7. Employees who have completed six (6) months of service may take up to thirty-five (35) hours of vacation provided, however, that hours so taken shall be credited against the seventy (70) hours to which the employee becomes entitled after one (1) year of service.

Article XXV Leaves of Absence

(a) Requests for leaves of absence shall be made in writing to the Director and shall be subject to the Director's approval. In the event the leave is refused, the employee may appeal to the Board of Trustees. The decision of the board shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.

(b) Unpaid maternity leaves of absence shall be granted subject to and pursuant to the terms and conditions of M.G.L. Chapter 149, Section 105 D.

(c) Leave taken under this Agreement for reasons covered by any federal or state law, including but not limited to the Family and Medical Leave Act, the Small Necessities Act or the Massachusetts Maternity Leave Act will be considered FMLA, SNLA or MMLA 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, if any. Employees taking leave for reasons covered by any state or federal law shall be required to comply with such notice and other requirements as may be promulgated by the City from time to time in its leave policies.

Article XXVI Strikes

There shall be no strikes, walkouts, stoppages of suspensions or work, boycotts, sit-downs or slowdowns, picketing or any other interference with the Employer's

operations, whether direct or sympathetic. No officer, agent, or representative of the Union shall authorize, approve, ratify, or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

The Union, its officers, agents, and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of paragraph 1 of this Article, including, but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the employees to cease such improper conduct and that work be fully resumed.

The Employer may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of paragraph 1. Such action by the Employer shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not such violation in fact occurred and whether or not the employees who were disciplined in fact instigated, sponsored, engaged in or condoned any of the activities therein prohibited.

Article XXVII Miscellaneous

1. The Union Steward may, upon reasonable notice to the Director, confer at a reasonable time and for a reasonable period with an employee concerning grievances provided there is no interference with the work schedule.

2. Representatives of the Union shall have reasonable access to the Library provided such representatives notify the Director or his designee of their arrival and provided further that such visits do not interfere with the employees' work schedules.

3. Announcements shall be posted in conspicuous places in the employee's lounge or other suitable area. Parties to this Agreement, both of whom may use the Bulletin Boards for notices of routine nature, agree that it shall be improper to post denunciatory or inflammatory written material on such Bulletin Boards.

4. The President of the Union shall be granted leave with pay, up to a maximum of three (3) days a year, to attend the annual convention of the International Union.

5. Each year of this Agreement is subject to funding by the Beverly City Council.

6. 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.

Article XXVIII Return to Work Exam

Subject to the Human Resource 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.

Section 1. Any employee absent for fifteen (15) or more consecutive work days may be required to submit to a return to work exam by a physician designated by the City.

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

Section 3. 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.

Section 4. 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.

Section 5. In the case of 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.

Article XXIX Education

All employees shall, from time to time, attend and participate in courses, seminars, or other educational forums presented by or on behalf of the City or a Library Organization such as ALA, MLA, MLS, or NOBLE or other professional development organization. The Library Director shall determine course content. Such forums shall be conducted during normal working hours.

Employees with a CDL license shall receive a $200 annual stipend.

Article XXX Emergency Closings

In the event of a decision by the Director to be closed due to severe weather or other unforeseen emergency, employee's time off shall be paid.

In the event of a delayed opening, or early closing said time off shall be paid.

Article XXXI Re-Opener Language

The City will agree to re-open negotiations of this contract as to wages only, only if it voluntarily gives across the board raises to any other City Unions that exceed the total across the board raise provided for in this CBA. The City is not required to re-open negotiations 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 XXXII Duration and Renewal

This Agreement shall become effective July 1, 2015, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2018, except as otherwise provided herein, and thereafter until a new successor Agreement is executed.

This Agreement is subject to the following, in each year of this agreement:

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.

Agreed to on this _____ day of _____, 2016.

City of Beverly

Michael P. Cahill
Mayor

American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local no.. 111.

Mark Lee
President, Local no. 111

Dena Fleno

Jerusha Maurer

Laurie Formichella

Janice Shaw

APPENDIX A: AUTHORIZATION OF PAYROLL DEDUCTION

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective: _____
Date:

I hereby request and authorize you to deduct from my earnings the Union Membership Initiation Fee, Assessments and, once a week, an amount established by the Union as Dues. The amount deducted shall be paid to the Treasurer of the Union, Local no. 111, Beverly, Massachusetts.

APPENDIX B: SALARY SCHEDULE

July 1, 2015 to June 30, 2018
RAISES PER CONTRACT: JULY 1, 2014: 0%; JULY 1, 2015: 2.0%; JULY 1, 2016: 2.0%; JULY 1, 2017: 1.0%, JAN 1, 2014: 1.0%

POSITION		Step 1 FY15 July 1, 2014 0%	Step 1 FY16 July 1, 2015 2.0%	Step 1 FY17 July 1, 2016 2.0%	Step 1 FY18 July 1, 2017 1.0%	Step 1 FY18 Jan 1, 2018 1.0%
Senior Librarian	Annual	$ 50,583.4550	$ 51,595.1241	$ 52,627.0266	$ 53,153.2969	$ 53,684.8299
(MLS)	Weekly	$ 972.7588	$ 992.21	$ 1,012.0582	$ 1,022.1788	$ 1,032.4006
Grade 16	Hourly	$ 27.7931	$ 28.3490	$ 28.9159	$ 29.2051	$ 29.4972
	26 weeks	$ 25,291.7275	$ 25,797.5621	$ 26,313.5133	$ 26,576.6484	$ 26,842.4149
Staff Librarian	Annual	$ 44,876.0424	$ 45,773.5632	$ 46,689.0345	$ 47,155.9248	$ 47,627.4841
(MLS)	Weekly	$ 863.0008	$ 880.26	$ 897.8660	$ 906.8447	$ 915.9132
Grade 11	Hourly	$ 24.6572	$ 25.1503	$ 25.6533	$ 25.9098	$ 26.1689
	26 weeks	$ 22,438.0212	$ 22,886.7816	$ 23,344.5172	$ 23,577.9624	$ 23,813.7420
Librarian 1	Annual	$ 31,841.6280	$ 32,478.4606	$ 33,128.0298	$ 33,459.3101	$ 33,793.9032
BA or BS w. Library Scie	Weekly	$ 612.3390	$ 624.59	$ 637.0775	$ 643.4483	$ 649.8828
Grade 10	Hourly	$ 17.4954	$ 17.8453	$ 18.2022	$ 18.3842	$ 18.5681
	26 weeks	$ 15,920.8140	$ 16,239.2303	$ 16,564.0149	$ 16,729.6550	$ 16,896.9516
Senior Library Assistant	Annual	$ 28,517.1789	$ 29,087.5224	$ 29,669.2729	$ 29,965.9656	$ 30,265.6253
(BA or BS)	Weekly	$ 548.4073	$ 559.38	$ 570.5629	$ 576.2686	$ 582.0313
Grade 6	Hourly	$ 15.6688	$ 15.9822	$ 16.3018	$ 16.4648	$ 16.6295
	26 weeks	$ 14,258.5894	$ 14,543.7612	$ 14,834.6364	$ 14,982.9828	$ 15,132.8126
Library Assistant	Annual	$ 22,066.2762	$ 22,507.6017	$ 22,957.7537	$ 23,187.3313	$ 23,419.2046
AS preferred, HS requir	Weekly	$ 424.3515	$ 432.84	$ 441.4953	$ 445.9102	$ 450.3693
Grade 5	Hourly	$ 12.1243	$ 12.3668	$ 12.6142	$ 12.7403	$ 12.8677
	26 weeks	$ 11,033.1381	$ 11,253.8009	$ 11,478.8769	$ 11,593.6656	$ 11,709.6023

Step 2 FY15 July 1, 2014 0%	Step 2 FY16 July 1, 2015 2.0%	Step 2 FY17 July 1, 2016 2.0%	Step 2 FY18 July 1, 2017 1.0%	Step 2 FY18 Jan 1, 2018 1.0%
$ 53,236.2335	$ 54,300.9581	$ 55,386.9773	$ 55,940.8471	$ 56,500.2556
$ 1,023.7737	$ 1,044.25	$ 1,065.1342	$ 1,075.7855	$ 1,086.5434
$ 29.2507	$ 29.8357	$ 30.4324	$ 30.7367	$ 31.0441
$ 26,618.1167	$ 27,150.4791	$ 27,693.4887	$ 27,970.4235	$ 28,250.1278
$ 47,408.1883	$ 48,356.3521	$ 49,323.4791	$ 49,816.7139	$ 50,314.8811
$ 911.6959	$ 929.93	$ 948.5284	$ 958.0137	$ 967.5939
$ 26.0485	$ 26.5694	$ 27.1008	$ 27.3718	$ 27.6455
$ 23,704.0942	$ 24,178.1760	$ 24,661.7396	$ 24,908.3570	$ 25,157.4405
$ 34,126.2740	$ 34,808.7995	$ 35,504.9755	$ 35,860.0252	$ 36,218.6255
$ 656.2745	$ 669.40	$ 682.7880	$ 689.6159	$ 696.5120
$ 18.7507	$ 19.1257	$ 19.5082	$ 19.7033	$ 19.9003
$ 17,063.1370	$ 17,404.3997	$ 17,752.4877	$ 17,930.0126	$ 18,109.3127
$ 30,788.1754	$ 31,403.9389	$ 32,032.0177	$ 32,352.3378	$ 32,675.8612
$ 592.0803	$ 603.92	$ 616.0003	$ 622.1603	$ 628.3819
$ 16.9166	$ 17.2549	$ 17.6000	$ 17.7760	$ 17.9538
$ 15,394.0877	$ 15,701.9694	$ 16,016.0088	$ 16,176.1689	$ 16,337.9306
$ 24,176.3031	$ 24,659.8292	$ 25,153.0258	$ 25,404.5560	$ 25,658.6016
$ 464.9289	$ 474.23	$ 483.7120	$ 488.5492	$ 493.4346
$ 13.2837	$ 13.5494	$ 13.8203	$ 13.9585	$ 14.0981
$ 12,088.1516	$ 12,329.9146	$ 12,576.5129	$ 12,702.2780	$ 12,829.3008

Step 3 FY15 July 1, 2014 0%	Step 3 FY16 July 1, 2015 2.0%	Step 3 FY17 July 1, 2016 2.0%	Step 3 FY18 July 1, 2017 1.0%	Step 3 FY18 Jan 1, 2018 1.0%
$ 55,949.5300	$ 57,068.5206	$ 58,209.8910	$ 58,791.9899	$ 59,379.9098
$ 1,075.9525	$ 1,097.47	$ 1,119.4210	$ 1,130.6152	$ 1,141.9213
$ 30.7415	$ 31.3563	$ 31.9835	$ 32.3033	$ 32.6263
$ 27,974.7650	$ 28,534.2603	$ 29,104.9455	$ 29,395.9950	$ 29,689.9549
$ 49,518.4046	$ 50,508.7727	$ 51,518.9482	$ 52,034.1377	$ 52,554.4790
$ 952.2770	$ 971.32	$ 990.7490	$ 1,000.6565	$ 1,010.6631
$ 27.2079	$ 27.7521	$ 28.3071	$ 28.5902	$ 28.8761
$ 24,759.2023	$ 25,254.3864	$ 25,759.4741	$ 26,017.0688	$ 26,277.2395
$ 36,451.4634	$ 37,180.4927	$ 37,924.1026	$ 38,303.3436	$ 38,686.3770
$ 700.9897	$ 715.01	$ 729.3097	$ 736.6028	$ 743.9688
$ 20.0283	$ 20.4288	$ 20.8374	$ 21.0458	$ 21.2563
$ 18,225.7317	$ 18,590.2464	$ 18,962.0513	$ 19,151.6718	$ 19,343.1885
$ 32,978.6871	$ 33,638.2608	$ 34,311.0260	$ 34,654.1363	$ 35,000.6777
$ 634.2055	$ 646.89	$ 659.8274	$ 666.4257	$ 673.0900
$ 18.1202	$ 18.4826	$ 18.8522	$ 19.0407	$ 19.2311
$ 16,489.3435	$ 16,819.1304	$ 17,155.5130	$ 17,327.0682	$ 17,500.3388
$ 26,266.4456	$ 26,791.7745	$ 27,327.6100	$ 27,600.8861	$ 27,876.8949
$ 505.1240	$ 515.23	$ 525.5310	$ 530.7863	$ 536.0941
$ 14.4321	$ 14.7208	$ 15.0152	$ 15.1653	$ 15.3170
$ 13,133.2228	$ 13,395.8872	$ 13,663.8050	$ 13,800.4430	$ 13,938.4475

Step 4 FY15 July 1, 2014 0%	Step 4 FY16 July 1, 2015 2.0%	Step 4 FY17 July 1, 2016 2.0%	Step 4 FY18 July 1, 2017 1.0%	Step 4 FY18 Jan 1, 2018 1.0%
$ 58,140.0820	$ 59,302.8836	$ 60,488.9413	$ 61,093.8307	$ 61,704.7690
$ 1,118.0785	$ 1,140.44	$ 1,163.2489	$ 1,174.8814	$ 1,186.6302
$ 31.9451	$ 32.5840	$ 33.2357	$ 33.5680	$ 33.9037
$ 29,070.0410	$ 29,651.4418	$ 30,244.4707	$ 30,546.9154	$ 30,852.3845
$ 51,889.7704	$ 52,927.5658	$ 53,986.1171	$ 54,525.9783	$ 55,071.2381
$ 997.8802	$ 1,017.84	$ 1,038.1946	$ 1,048.5765	$ 1,059.0623
$ 28.5109	$ 29.0811	$ 29.6627	$ 29.9593	$ 30.2589
$ 25,944.8852	$ 26,463.7829	$ 26,993.0586	$ 27,262.9892	$ 27,535.6190
$ 38,797.1220	$ 39,573.0644	$ 40,364.5257	$ 40,768.1710	$ 41,175.8527
$ 746.0985	$ 761.02	$ 776.2409	$ 784.0033	$ 791.8433
$ 21.3171	$ 21.7434	$ 22.1783	$ 22.4001	$ 22.6241
$ 19,398.5610	$ 19,786.5322	$ 20,182.2629	$ 20,384.0855	$ 20,587.9263
$ 35,269.7574	$ 35,975.1526	$ 36,694.6557	$ 37,061.6022	$ 37,432.2182
$ 678.2646	$ 691.83	$ 705.6665	$ 712.7231	$ 719.8504
$ 19.3790	$ 19.7666	$ 20.1619	$ 20.3635	$ 20.5672
$ 17,634.8787	$ 17,987.5763	$ 18,347.3278	$ 18,530.8011	$ 18,716.1091
$ 28,374.0106	$ 28,941.4908	$ 29,520.3207	$ 29,815.5239	$ 30,113.6791
$ 545.6541	$ 556.57	$ 567.6985	$ 573.3755	$ 579.1092
$ 15.5901	$ 15.9019	$ 16.2200	$ 16.3822	$ 16.5460
$ 14,187.0053	$ 14,470.7454	$ 14,760.1603	$ 14,907.7619	$ 15,056.8396

Step 5 FY15 July 1, 2014 0%	Step 5 FY16 July 1, 2015 2.0%	Step 5 FY17 July 1, 2016 2.0%	Step 5 FY18 July 1, 2017 1.0%	Step 5 FY18 Jan 1, 2018 1.0%
$ 60,571.5219	$ 61,782.9523	$ 63,018.6114	$ 63,648.7975	$ 64,285.2855
$ 1,164.8370	$ 1,188.13	$ 1,211.8964	$ 1,224.0153	$ 1,236.2555
$ 33.2811	$ 33.9467	$ 34.6256	$ 34.9719	$ 35.3216
$ 30,285.7609	$ 30,891.4762	$ 31,509.3057	$ 31,824.3987	$ 32,142.6427
$ 54,522.4750	$ 55,612.9245	$ 56,725.1830	$ 57,292.4348	$ 57,865.3592
$ 1,048.5091	$ 1,069.48	$ 1,090.8689	$ 1,101.7776	$ 1,112.7954
$ 29.9574	$ 30.5566	$ 31.1677	$ 31.4794	$ 31.7942
$ 27,261.2375	$ 27,806.4622	$ 28,362.5915	$ 28,646.2174	$ 28,932.6796
$ 41,571.3480	$ 42,402.7750	$ 43,250.8305	$ 43,683.3388	$ 44,120.1722
$ 799.4490	$ 815.44	$ 831.7467	$ 840.0642	$ 848.4648
$ 22.8414	$ 23.2982	$ 23.7642	$ 24.0018	$ 24.2419
$ 20,785.6740	$ 21,201.3875	$ 21,625.4152	$ 21,841.6694	$ 22,060.0861
$ 37,621.0494	$ 38,373.4703	$ 39,140.9398	$ 39,532.3492	$ 39,927.6726
$ 723.4817	$ 737.95	$ 752.7104	$ 760.2375	$ 767.8399
$ 20.6709	$ 21.0843	$ 21.5060	$ 21.7211	$ 21.9383
$ 18,810.5247	$ 19,186.7352	$ 19,570.4699	$ 19,766.1746	$ 19,963.8363
$ 30,474.9475	$ 31,084.4465	$ 31,706.1354	$ 32,023.1968	$ 32,343.4287
$ 586.0567	$ 597.78	$ 609.7334	$ 615.8307	$ 621.9890
$ 16.7445	$ 17.0794	$ 17.4210	$ 17.5952	$ 17.7711
$ 15,237.4738	$ 15,542.2232	$ 15,853.0677	$ 16,011.5984	$ 16,171.7144

Step 6 FY15 July 1, 2014 0%	Step 6 FY16 July 1, 2015 2.0%	Step 6 FY17 July 1, 2016 2.0%	Step 6 FY18 July 1, 2017 1.0%	Step 6 FY18 Jan 1, 2018 1.0%
$ 63,887.4949	$ 65,165.2448	$ 66,468.5497	$ 67,133.2352	$ 67,804.5676
$ 1,228.6057	$ 1,253.18	$ 1,278.2413	$ 1,291.0238	$ 1,303.9340
$ 35.1030	$ 35.8051	$ 36.5212	$ 36.8864	$ 37.2553
$ 31,943.7475	$ 32,582.6224	$ 33,234.2749	$ 33,566.6176	$ 33,902.2838
$ 57,737.8894	$ 58,892.6472	$ 60,070.5001	$ 60,671.2051	$ 61,277.9172
$ 1,110.3440	$ 1,132.55	$ 1,155.2019	$ 1,166.7539	$ 1,178.4215
$ 31.7241	$ 32.3586	$ 33.0058	$ 33.3358	$ 33.6692
$ 28,868.9447	$ 29,446.3236	$ 30,035.2501	$ 30,335.6026	$ 30,638.9586
$ 43,803.3960	$ 44,679.4639	$ 45,573.0532	$ 46,028.7837	$ 46,489.0716
$ 842.3730	$ 859.22	$ 876.4049	$ 885.1689	$ 894.0206
$ 24.0678	$ 24.5492	$ 25.0401	$ 25.2905	$ 25.5434
$ 21,901.6980	$ 22,339.7320	$ 22,786.5266	$ 23,014.3919	$ 23,244.5358
$ 40,122.7058	$ 40,925.1599	$ 41,743.6631	$ 42,161.0997	$ 42,582.7107
$ 771.5905	$ 787.02	$ 802.7628	$ 810.7904	$ 818.8983
$ 22.0454	$ 22.4864	$ 22.9361	$ 23.1654	$ 23.3971
$ 20,061.3529	$ 20,462.5800	$ 20,871.8316	$ 21,080.5499	$ 21,291.3554
$ 32,576.0738	$ 33,227.5953	$ 33,892.1472	$ 34,231.0687	$ 34,573.3793
$ 626.4630	$ 638.99	$ 651.7721	$ 658.2898	$ 664.8727
$ 17.8989	$ 18.2569	$ 18.6221	$ 18.8083	$ 18.9964
$ 16,288.0369	$ 16,613.7976	$ 16,946.0736	$ 17,115.5343	$ 17,286.6897

APPENDIX C: REQUEST FOR PERSONAL LEAVE

To: Director of Library
Beverly, Massachusetts

Date of Request: _____

Date of Personal Leave Day: _____

Reason: To attend to business matters which necessitate my presence and which cannot be scheduled after work hours.

Signature of the Employee: _____

- ❑ Approved
- ❑ Disapproved

Signature of Library Director: _____

Please return original and three (3) copies to Assistant Library Director.

APPENDIX D: CONSENT FOR NON-TREATING MEDICAL EVALUATION
(Non-Work Related Sickness or Injury)

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 an examination specific to the injury and if necessary, obtain routine diagnostic tests in the office regarding the specific sickness, infectious disease or injury referenced 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 me and the 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 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

Dena Fleno
Staff Representative
AFSCME Council 93
7 Bedford Street
Burlington, MA 01803

Mark Lee
City of Beverly
Beverly, MA

Dear Ms. Fleno

This side letter addresses on a trial basis (one year) the issue of days scheduled after an employee has worked a weekend shift and there has been an emergency closing of the library.

If an employee is scheduled to work a weekend shift (Saturday 7 hours, Sunday 4 hours), and said employee schedules his/her day off to balance his/her schedule due to working said weekend by taking a day off **after** working his/her weekend shift, and that rescheduled day off falls on a day on which the library is closed due to an emergency, said employee shall be entitled to reschedule another day off at a time deemed consistent with operational needs of the Library. In no case shall this provision apply when the day off for working the weekend was taken prior to the weekend shift. This provision shall likewise not apply when an emergency closing occurs on a previously scheduled day that an employee is not working (other than as outlined herein), a vacation day, sick day, sick leave, workman's comp, or a personal day.

The provisions of this side letter shall be in place for only one year, commencing at the time of the ratification of the 2015-2018 collective bargaining agreement (CBA) and shall be reviewed by both the City and the Union upon the completion of one year from the date of ratification of the CBA. This side letter is non-arbitrable, and shall be without prejudice to either the City or the Union thereafter.

Please sign and return the attached copy confirming the Union's agreement. Thank you.

Sincerely,

Pat Cirrone

Assented to by Union:

Dena Fleno

Mark Lee

Dena Fleno
Staff Representative
AFSCME Council 93
7 Bedford Street
Burlington, MA 01803

Dear Ms. Fleno

In the event of another major construction or renovation project, I will endeavor to provide advance notice to you or the Union Steward of the anticipated scope and duration of the project. Please understand that any such notice is subject to change for many reasons, including reasons beyond the City's control. I will attempt to keep you or the Union Steward alerted to major changes as the project progresses. Please do not hesitate to let me know if you have any questions should you receive such a notice from me.

Sincerely,

Pat Cirrone

Dena Fleno
Staff Representative
AFSCME Council 93
7 Bedford Street
Burlington, MA 01803

Dear Ms. Fleno:

RE: Emergency Closing Non-arbitrable and Non-grievable Side letter.

The City recognizes that it is important to employees to be notified as soon as possible regarding a closure or delay in the opening of the library. Given the uncertainties and unpredictability of emergency closings, the City will make a good faith effort to inform employees as soon as reasonably possible in the event of a closure or significant delay in the opening of the library. Employees are encouraged and welcomed to contact the director if there is a question or concern about the status of the library's opening on a particular day.

If an employee is not scheduled to work on a day where there is an emergency closing, he/she will not receive any additional compensation (monetary or time off or otherwise) in the event of a closing of the library. An employee who is scheduled to work, and who is not reassigned to another branch at the discretion of the director, will be paid for the time lost.

Sincerely,

Pat Cirone

Assented to by Union:

Dena Fleno

Mark Lee