# MEMORANDUM OF AGREEMENT

# BETWEEN

# CITY OF BEVERLY

# AND

# BEVERLY MUNICIPAL EMPLOYEES ASSOCIATION (BMEA)

This Memorandum of Agreement ("Agreement" or "MOA") between the City of Beverly ("City") and the Beverly Municipal Employees Association ("Union or BMEA") is effective this ____ day of May, 2016.

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");

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.

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.

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.

Specific language changes to the previous Agreement are as follows:

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).

2. Article 1 - Recognition, p. 1 –Add ZBA Clerk and exclude administrative assistant (assistant to the fire chief) and secretary II (assistant to police chief) with incumbent assistant to police chief grandfathered.

3. Article VI – Grievance and Arbitration Procedure, p. 5-6

a. Change working days or days to calendar days throughout.

b. Step 1- in the first sentence, change "Fifteen (15) working days" to "twenty (20) calendar days" and in the last sentence change "Five (5) working days" to "ten (10) calendar days" Step 2- Change "ten" (10) working days to fourteen (14) calendar days in first and third sentences. In the third sentence change "five" ( 5) working days to "seven" (7) calendar days".

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

d. Change "waiver" to "final waiver and abandonment" before grievance in first sentence of last paragraph. Add:

> "The time limits specified may be extended only by the mutual agreement of the parties in writing in each instance to a date certain. Failure to specify such date shall make any such extension ineffective."

e. Add: "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 this 30-day period, which may be extended only according to Step 3 of this Article."

4. Article XII, Holidays, p. 11 - Delete "the Governor of the Commonwealth, General Court or"

5. Article XIV – Sick Leave, p. 12-18 –

   a. Change maximum accumulation from 250 to 200 in Section A1. Change 200 to 150 in Section A5.
   b. Change 150 to 120 in the first paragraph of Section B and also delete "(170 days after 15 years of continuous service)".
   c. Change 170 to 136.
   d. Change 122 to 98.
   e. Add to section A1: An employee who has accumulated more than (200) days as of 10/1/2016 is grandfathered for purposes of maximum accumulation at the amount he/she has accumulated as of that date and may continue to accumulate up to the amount he/she had as of that date (10/1/2016).

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

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

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

   Add to section A5: An employee who has accumulated more than 150 sick days as of 10/1/2016 is grandfathered at the

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

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

6. Article XIV, delete first sentence of section E(2) and in section E(4) change 750 to 582.

7. Article XIX, FMLA, p. 21 - – (Housekeeping). Insert language clarifying that statutory LOAs run concurrently with any time under the contract:

"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."

8. Article XX – Delete.

9. Article XXII, Miscellaneous, p. 22-26 –

a. Delete F.

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

suspension or termination of such license to carry.

c. Section H - Confirm short term illness is one month or less.

d. Add new section N on direct deposit (housekeeping):

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

e. Add a new section O regarding drivers licenses:

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

10. Article 26 - Re-Opener: If any other bargaining unit in the City of Beverly, during the life of this Agreement, receives across the board percent wage increases voluntarily given by the City greater than the wage increases contained in this Agreement, the City agrees to 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.)

11. Article 27 – Duration of Agreement, p. 28- Change to read as follows:

"This AGREEMENT shall become effective July 1, 2015, and shall continue in full force and effect until June 30, 2018. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than December 1, 2017, after written notice by either party of its desire to commence negotiations for a successor agreement. The City and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement. In the event that a successor agreement has not been negotiated by June 30, 2018, then this AGREEMENT shall remain in full force and effect until a successor agreement is executed, funded and implemented."

12. Appendix A, Weekly Wage Schedule - Delete and replace with updated wage schedule.

a. **Wage increase**

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

13. Amend Exhibit B to add ZBA clerk to grade 11 and to add part time custodian, COA to Grade 6.

14. Grievances and Litigation Withdrawn/Dismissed:

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. Said withdrawals shall be made within 30 days of ratification of this Agreement. The provisions of this paragraph do not apply to pending arbitration AAA 01-16-0001-2923

15. In addition to the provisions above, a one-time payment of $1200.00 (twelve hundred dollars), prorated for part-timers, will be made to each employee who is a member of the bargaining unit as of the date of execution of this MOA.

16. This Agreement is subject to ratification by both the City and the Union.

**CITY OF BEVERLY**

By: _____

Date: 5/17/16

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

**Beverly Municipal Employees Association**

By: Jack Morris - President

Date: 5/17/16

By: _____

Date: 05/17/2016

By: _____

Date: 5/17/2016

By: _____

Date: 5/17/16



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