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, 2018 – June 30, 2021

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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

Membership Application

American Federation of State, County and Municipal Employees
Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member PLEASE PRINT LEGIBLY. ☐ Re-commit

Local Number Employer

Last Name First Name M.I.

Street Address Apt. No.

City State ZIP Code

SSN (last four digits) Employee ID # Job Title

Cell Phone Personal E-mail Address

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature Date

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

[JD1] *Article 5 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 6 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 7 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 8 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 9 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 indicated 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 10 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.

Article 11 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 (3rd) step of their Grade. Said employee shall receive a step increase to the fourth (4th) 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, 2018 - June 30, 2019	1%
July 1, 2019 – June 30, 2020	2.5%
July 1, 2020 - June 30, 2021	2.5%

Article 12 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 13 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 (16th) consecutive hour forward. If the sixteenth (16th) 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 14 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 31st 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 15 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 16 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 1st 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 17 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 18 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 19 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 15th 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 30th 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.

Day(s) Used	*Day(s) Bonus*
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.

Day(s) Used	*Day(s) Bonus*
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 20 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 1st. 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 21 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 22 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 23 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 24 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:

		2018	2019	2020	2021
26.1.1.	New Year's Day		Jan. 1	Jan. 1	Jan 1
26.1.2.	Martin Luther King Day		Jan. 21	Jan. 20	Jan. 18
26.1.3.	President's Day		Feb. 18	Feb. 17	Feb. 15
26.1.4.	Patriot's Day		Apr. 15	Apr. 20	Apr. 19
26.1.5.	Memorial Day		May 27	May 25	May 31
26.1.6.	Independence Day	July 4	July 4	See § 26.2.	
26.1.7.	Labor Day	Sept. 3	Sept. 2	Sept.7	
26.1.8.	Columbus Day	Oct. 8	Oct. 14	Oct. 12	
26.1.9.	Veteran's Day	See § 26.2.	Nov. 11	Nov. 11	
26.1.10.	Thanksgiving	Nov. 22	Nov. 28	Nov. 26	
26.1.11.	day *after* Thanksgiving	Nov. 23	Nov. 29	Nov. 27	
26.1.12.	½ day *before* Christmas*	Dec. 24	Dec. 24	Dec. 24	
26.1.13.	Christmas	Dec. 25	Dec. 25	Dec. 25	
26.1.14.	½ day *before* New Year's*	Dec. 31	Dec. 31	Dec. 31	

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 26 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 27 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 28 Working Foreman

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

Article 29 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 30 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 Paperless Pay System. The City is planning to go to a paperless pay system in which employees will have access to pay information electronically. Employees will have access to electronic "pay stubs" and will be ensured the capability to print electronic statements. The Union waives any additional impact bargaining on the implementation of the paperless pay system.

31.6 All bargaining unit members are covered by Worker's Compensation, G.L. Chapter 152.

31.7 All bargaining unit members shall comply with the City's Computer Use and Social Media Policies as may be amended from time to time.

Article 31 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 32 Duration

33.1. This Agreement shall become effective on July 1, 2018 and shall remain in full force and effect until June 30, 2021. Both parties to this Agreement will confer during the month of January 2021 to discuss any proposed changes or amendments and will make every effort to consummate a total agreement prior to June 30, 2021.

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

Michael P. Cahill, Mayor
Date: 6/21/19

John Gagnon, President Local 111
Date: 07/09/2019

_____, Committee Member
Date:

Carol Markland
AFSCME Council 93
Date: 7-9-2019

Michael P. Cahill, Mayor
Date: 6/21/19

John Gagnon, President Local 111
Date: 07/09/2019

, Committee Member
Date:

Carol Markland
AFSCME Council 93
Date: 07-09-2019

Appendix A Pay and Classification Schedule

Effective July 1, 2018

GRADE	Position(s)	Step 1	Step 2	Step 3	Step 4
7		17.4957	18.3682	19.1279	19.95
8	Laborer; Junior Clerk	18.2416	19.0858	19.8878	20.70
9	Motorized Equipment Operator	19.0716	19.8596	20.6898	21.50
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	19.8596	20.6898	21.5059	22.27
11	Heavy Motorized Equipment Operator; Custodian	20.7038	21.5340	22.3219	23.09
12		21.6607	22.4767	23.2506	24.12
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	22.6175	23.4054	24.2355	25.00
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	23.5038	24.3482	25.1361	26.00
15	Mechanic; Pump Station Operator/Electrician; Plumber	24.5311	25.3893	26.1773	26.96
16	Working Foreman; Administrative Assistant	24.7562	26.1210	26.8949	27.69
17	W.F. – Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	26.9089	27.6547	28.4004	29.14
18	Foreman	28.3864	29.5683	30.8346	32.04
19		30.5532	31.3974	32.2416	33.08
20		31.5944	32.4387	33.2829	34.12
21		33.7612	34.5774	35.3935	36.20
22		34.8165	35.6608	36.5050	37.34
23		35.9520	36.7963	37.6405	38.48
24	Project Coordinator	37.8682	38.7124	39.5566	40.40
25		39.0870	39.9312	40.7754	41.61
26		40.1352	40.9794	41.8237	42.66

Effective July 1, 2019

GRADE	Position(s)	Step 1	Step 2	Step 3	Step
7		17.9331	18.8274	19.6061	20.45
8	Laborer; Junior Clerk	18.6976	19.5629	20.3850	21.22
9	Motorized Equipment Operator	19.5484	20.3561	21.2070	22.04
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	20.3561	21.2070	22.0435	22.83
11	Heavy Motorized Equipment Operator; Custodian	21.2214	22.0723	22.8800	23.67
12		22.2022	23.0386	23.8319	24.72
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	23.1829	23.9906	24.8414	25.63
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	24.0914	24.9569	25.7645	26.65
15	Mechanic; Pump Station Operator/Electrician; Plumber	25.1443	26.0241	26.8317	27.63
16	Working Foreman; Administrative Assistant	25.3751	26.7740	27.5673	28.38
17	W.F. – Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	27.5816	28.3461	29.1105	29.87
18	Foreman	29.0961	30.3075	31.6055	32.84
19		31.3170	32.1823	33.0477	33.91
20		32.3843	33.2496	34.1150	34.98
21		34.6053	35.4418	36.2783	37.11
22		35.6870	36.5523	37.4176	38.28
23		36.8508	37.7162	38.5815	39.44
24	Project Coordinator	38.8149	39.6802	40.5455	41.41
25		40.0641	40.9295	41.7948	42.66
26		41.1386	42.0039	42.8692	43.73

Effective July 1, 2020

GRADE	Position(s)	Step 1	Step 2	Step 3	Step
7		18.3815	19.2981	20.0963	20.96
8	Laborer; Junior Clerk	19.1650	20.0520	20.8946	21.75
9	Motorized Equipment Operator	20.0371	20.8650	21.7372	22.59
10	Park Maintenance Craftsman; Senior Clerk; Junior Building Custodian	20.8650	21.7372	22.5946	23.40
11	Heavy Motorized Equipment Operator; Custodian	21.7519	22.6241	23.4520	24.26
12		22.7573	23.6146	24.4277	25.34
13	Water Maintenance Man; Landscape Maintenance & Construction Person; Principal Clerk	23.7625	24.5903	25.4624	26.27
14	Carpenter; Tree Climber; Special Heavy Motorized Equipment Operator; Mason; Pump Station Operator	24.6937	25.5808	26.4086	27.32
15	Mechanic; Pump Station Operator/Electrician; Plumber	25.7729	26.6747	27.5025	28.33
16	Working Foreman; Administrative Assistant	26.0095	27.4434	28.2564	29.09
17	W.F. – Assistant Highway Division Supervisor; W.F. - Assistant Water Division Supervisor; W.F. Pump Station Operator / Electrician	28.2712	29.0548	29.8382	30.62
18	Foreman	29.8235	31.0652	32.3956	33.66
19		32.0999	32.9869	33.8739	34.76
20		33.1939	34.0809	34.9678	35.85
21		35.4704	36.3279	37.1853	38.04
22		36.5791	37.4661	38.3531	39.24
23		37.7721	38.6591	39.5460	40.43
24	Project Coordinator	39.7853	40.6722	41.5592	42.44
25		41.0658	41.9527	42.8397	43.72
26		42.1670	43.0540	43.9410	44.83

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*

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BEVERLY
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93, LOCAL #111, DPS EMPLOYEES

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 as of the date upon which both parties have executed this Agreement.

WHEREAS, the City and the Union have concluded negotiations over terms for a Collective Bargaining Agreement to succeed the Collective Bargaining Agreement between the parties covering the period July 1, 2015, through June 30, 2018, ("7/1/2015-6/30/2018 CBA");

WHEREAS, the City and the Union have agreed to a three-year Collective Bargaining Agreement effective July 1, 2018, through June 30, 2021, ("7/1/2018-6/30/2021 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 nor person not in the bargaining unit as of the date the 7/1/2018-6/30/2021 CBA is signed and ratified.

Specific language changes to the previous Agreement are as follows:

1. Title Page

   Update dates to reflect dates of the new collective bargaining agreement (July 1, 2018 – June 30, 2021)

2. Provisions of the New Contract

   Except as modified by this Memorandum of Agreement, and except for such technical matters as date changes, all other provisions of the 7/1/2015-6/30/2018 CBA shall be carried over intact into the successor Contract

3. Article 12 - Pay and Classification Plan, p.9

   "12.5 Wage increases shall be as follows:

   July 1, 2018 - June 30, 2019 - 1.0%

   July 1, 2019 - June 30, 2020 - 2.5%

   July 1, 2020 - June 30, 2021 - 2.5%"

4. Article 26 - Holiday, p. 18

   Update dates.

5. Article 31 - Duration of Agreement, pp.20-21

   Delete 33.1 and replace with the following:

   "31.1 This Agreement shall become effective on July 1, 2018, and shall remain in full force and effect until June 30, 2021. Both parties to this Agreement will confer during the month of January, 2021, to discuss any proposed changes or amendments and will make every effort to consummate a total agreement prior to June 30, 2021."

6. Date of Agreement, p.21

   Change to reflect date new CBA is entered into from "this 30th day of June, 2018."

7. Appendix A – Pay and Classification Schedule, pp.22-27

   Delete and replace with updated wage schedule.

8. Appendix D – Memorandum of Agreement, pp.30-31

   Delete and replace with this document

9. Computer Use and Social Media Policies

   The Union agrees that its members will comply with the Computer Use and Social Media Policies (Attached as Exhibits A and B) to this MOA as may be amended from time to time.

10. Paperless Pay System

    The City is planning to go to a paperless pay system in which employees will have access to pay information electronically. Employees will have access to electronic "pay stubs" and will be ensured the capability to print electronic statements. The

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access to pay information electronically. Employees will have access to electronic "pay stubs" and will be provided the capability to print electronic statements. The Union waives any additional impact bargaining on the implementation of the paperless pay system.

11 Grievances 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. Said withdrawals shall be made within 30 days of ratification of this Agreement.

12 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 each year of this Agreement.

City of Beverly	American Federation of State, County, And Municipal Employees, AFL-CIO, State Council 93, Local 9111 (DPS Employees)
By: Michael Collins	By: Mark Lee, President and Chapter Chair
Date: 7-19-2018	Date: 7/19/2018

EXHIBIT A

City Of Beverly

Computer Use Policy

March 2018

This Computer Use Policy is to provide notice to employees of the City's policy with respect to the use of City-owned computer and information technology related equipment, computer systems, software and electronic devices used by City employees in the performance of their duties. This includes but is not limited to computers (PC's), laptops, copiers, scanners, fax machines, cell or smart phones of any type, flash or thumb drives, and any network, information system, internet access capabilities, text technology and email. This is not an exhaustive list of devices, networks or systems covered by this policy. The policy is intended to include all information technology capabilities and devices that allow for electronic communications, internet use, network use, use of the City's website, use of any City-sponsored social media, and any electronic storage including but not limited to flash/thumb drives and use of cloud based technology or other similar technology. Throughout this policy all such computers, devices, equipment and/or any medium and technology will be referred to as "computer," "computer systems" or "information technology" and in any case includes everything referenced above.

There are certain conditions listed below that City employees must always be conscious of when they use City-owned and provided computer systems and information technology.

Be advised that each and every time an employee logs in to their computer and/or accesses the City's Wi-Fi, website, network, email, and/or accesses the internet from City computers or devices they are acknowledging the following:

- City employees have no expectation of privacy in anything they do on a City-owned computer or network or in any electronic communication made using City-provided networks or Internet access.
- The City has the right to inspect city-owned computer systems and devices at any time.
- All email, documents, downloaded materials, electronic communication and data accessible via City computer systems technology should be considered public record subject to public disclosure according to the Massachusetts Public Records Law. Employees should always be conscious of the public nature of these documents and communications and draft each one, no matter how trivial as if such documents, downloaded materials and emails will be published in the newspaper. It is the employee's responsibility to retain copies of emails and other electronic documents. Documents should not be deleted, discarded or destroyed, unless such action is in accordance with the record retention policy established by the Supervisor of Records of the Commonwealth of Massachusetts.
- Any employee that violates this policy may face progressive discipline.

1. ACCEPTABLE USES

Employees shall use City-owned and operated computer systems for work related matters and to conduct official City business only. Employees may use computer systems and information technology resources to the fullest extent possible in order to further department and City goals and to participate in work-related continuing

education and educational tools in the interest of improving their proficiency in performing their duties. Incidental or trivial personal use of City-owned and operated computer systems to access the internet, private email accounts, or websites unrelated to the performance of an employee's duties may be permitted subject to the approval of Department Head or supervisor. All use may be monitored by Information Services at any time.

2. UNACCEPTABLE USES

The following comprises a non-exhaustive list of unauthorized uses of City computer systems and information technology:

- Any use or activity that violates federal, state, or local laws;
- Any use or communication that is commercial, religious, or political in nature;
- Any use or activity that violates this or any other City policy;
- Participating in online forums, anonymous or otherwise;
- Knowingly downloading malicious software or attachments;
- Any use or activity involving sexual, obscene, or otherwise inappropriate material;
- Any use or activity involving the unauthorized access to any computer system;
- Gambling, on-line or otherwise;
- Defamation or libel of any person;
- Any unauthorized disclosure of any confidential or personal information of third parties, either intentional or unintentional that would constitute a violation of Health Insurance Portability and Accountability Act (HIPAA) or any other personal information such as social security numbers;
- Depleting system resources by overwhelming system download, upload, or storage capacities;
- Gaining access to City computer systems, employee email, or other stored data without express authorization;
- Any harassment, taunting, or other types of bullying through the use of any social media. This includes but is not limited to any posting or communication encouraging or comprising sexual harassment, ethnic slurs, defamation, personal attacks, profanity, offensive jokes, or other materials that would be offensive and disruptive to the workplace environment;
- Any posting or activity that is deemed excessive or an abuse of this privilege within the discretion of a department head or supervisor is prohibited; and

3. PROPERLY LICENSED SOFTWARE

Employees are prohibited from downloading or using any software that is not authorized by the Information Services Department. Any software that is utilized by City employees must be properly licensed. Employees must avoid any and all copyright and licensing infringement.

4. SECURITY

All employees should exercise secure practices when organizing and managing work-related information, documents, or other materials in order to protect sensitive or confidential data. Passwords, records and data, especially confidential or personal information, must be guarded by all employees. It is the employee's responsibility to ensure that all passwords are protected from public view and that no one else has access to their secure password information, their computer, or their login information.

In order to meet their obligations under this policy, employees should password screen-save their computer when away from their desk at all times ensure the security of their computer and the information

stored on it or accessible through it. If away from their desk for extended periods of time or to leave at the end of the day, all employees should log off.

Use of any City sponsored and/or personal social networking site is subject to the City's Use Policy on City Social Networking Sites.

EXHIBIT B

CITY OF BEVERLY

WEBSITE AND SOCIAL MEDIA USE POLICY

JANUARY 2015

Revised MARCH 2018

The purpose of this policy is to provide notice to employees of the City's policy with respect to the use of social media.

THE CITY WEBSITE:

Certain authorized City employees shall have access to the City's website for the limited purpose of posting notices of upcoming meetings or noteworthy events relating to City government or related community organizations and activities. Employees must have the express written permission of the Mayor or his or her designee and the Information Services Department Director in order to have actual authorization.

Authorized employees have access to four modules or widgets on the City's Home page including a Community Events calendar, a News module, a Notices module, and a City Meeting module where they will be able to post information. Content intended for this part of the website may include local events hosted, sponsored or supported by the City and its agencies or events submitted by the public. Content submitted by or on behalf of a local organization or proposed by anyone other than an authorized employee must be submitted to the most relevant department or to the Mayor's Office and must be specifically and expressly approved by the Mayor's designee for posting. The standard for approval of third party posting includes but is not limited to the following considerations:

- The organization must have a nexus with a City department or activity;
- The posting is in the nature of and limited to a notice of an event or activity;
- The posting must serve an interest, a policy, or other public relations effort of the City

Each department having its own page on the City website is responsible for maintaining the content posted to that page and for keeping it current and up to date. Each department head shall designate one individual employee in the department to manage its page on the City website and communicate the name of that employee to the Mayor's Office or the Mayor's designee to be maintained on a master list of authorized website users Each Department's webpage manager shall be solely responsible for updating the content of the page and ensuring its compliance with this policy.

The Mayor has full discretion over any and all content posted to the City website and the website is in no way intended to be a free speech forum open to the public. All information that is posted to the website may subject to change without notice. Any link to a third party website found on the City website is permissively posted as a courtesy to local community groups and reserves the right to remove it at any time.

CITY-SPONSORED SOCIAL MEDIA ACCOUNTS:

Authorized departments of the City and authorized employees may establish City-sponsored social media accounts to communicate information relating to their departments to the public according to the guidelines below. Some social media platforms may include Facebook, Twitter, Tumbler, LinkedIn, Instagram and other similar services or blogs It is important that employees understand that they have a duty to use City-sponsored Social Media responsibly and to be mindful of what content they are communicating to the public in relation to the image of the City and its effectiveness All employees authorized to use social media to communicate to the public on behalf of the City should always be conscious that any content posted to such platforms might be considered communication made by the City.

Any City-Sponsored Social Media account initiated on behalf of the City must adhere to the following guidelines:

a) Express written permission from the Mayor or the Mayor's designee is required prior to establishing or deleting any social media account on behalf of the City or a City Department.

b) All content posted to social media accounts must not be unrelated to the business of the department and shall be reviewed prior to posting by a process established by the Department of Information Technology.

c) Departments establishing City-Sponsored Social Media accounts shall designate authorized employees in the department allowed to post content and maintain passwords and usernames;

d) Every City-Sponsored Social Media account must clearly identify the department responsible for the page and the content and that it is a City-affiliated site;

e) All departments sponsoring a social media site shall devise an approval process for content and comments that may be posted to the social media platform and that process must be approved by the Information Technology Department;

f) Any interactive communication functions or forums allowed by the department's social media page shall be permanently turned off;

g) Authorized Social media sites or accounts created by employees in the name of the City must adhere to these rules regardless of whether it was created using their own computer or City owned computer systems;

h) All content and use is subject to Section 1 "Acceptable Uses" and Section 2 "Unacceptable Uses" of the City's Computer Use Policy.

PERSONAL SOCIAL MEDIA

"Social media sites" and "social networking sites" refer to websites that facilitate user participation, networking, and collaboration through the submission of user generated content. Social media in general includes tools such as: blogs, wikis, microblogging sites, such as Twitter; social networking sites, such as Facebook and LinkedIn; video sharing sites, such as YouTube; and bookmarking sites such as Del.icio.us.

Employees are prohibited from using personal accounts to post or comment in a way that suggests that they are speaking on behalf of the City, unless they are expressly authorized to do so by their Department Head Employees are prohibited from communicating any information through social media that they would be prohibited from communicating while at work by letter, phone, email, in person or otherwise. For example, an employee who has access to a personnel file, social security number or other confidential information is prohibited from posting such confidential information on social media or from engaging in harassment, taunting, or bullying of another employee.

Additionally, social media use that amounts to or includes conduct unbecoming of a City employee may subject an employee to progressive discipline. Such unbecoming conduct includes any illegal activity, bullying, harassment, taunting, threats, defamation, profanity, racial or ethnic slurs or that social media use that includes sexual, obscene, violent or otherwise inappropriate material

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.

1. The City will implement health insurance plan design changes to the following current health insurance plans offered:
   - Blue Cross Blue Shield, HMO Blue
   - Blue Cross Blue Shield, Master Medical
   - Blue Cross Blue Shield, Medex
   - Harvard Pilgrim Health Care
2. Plan design changes are attached hereto as Exhibit A, however the $250/750 deductible will not go into effect until July 1, 2012.
3. 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.
4. Open enrollment will commence on February 1, 2012 and terminate on February 29, 2012 for all subscribers for fiscal 2012.
5. New premium rates will be effective on April 1, 2012 for the balance of fiscal 2012.

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6. Plan design changes as outlined in Exhibit A will be implemented on April 1, 2012.
7. 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.
8. The premium holiday will be held before July 1, 2012., The amounts withheld are per subscriber in the amount indicated in Exhibit B.
9. 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.
10. 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 behalves by the duly authorized representatives thereto this 10th day of JANUARY, 2012.

PUBLIC EMPLOYEE COMMITTEE

Heather Litchfield, PEC Representative
or her designee
Beverly Teachers Association

Kevin Shea, PEC Representative
or his designee
AFSCME Local 2894

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

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

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

CITY OF BEVERLY

William F. Scanlon, Jr.
Mayor

PUBLIC EMPLOYEE COMMITTEE (cont.)

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

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

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