

City of Beverly
and
International Association of Firefighters
AFL-CIO
Contract

Term: Three years
July 1, 2015 - June 30, 2018

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This agreement, by virtue of the authority contained in Chapter 150E of the Commonwealth of Massachusetts General Laws, by and between the City of Beverly, hereinafter referred to as the "Employer", and Local 1669, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as, the "Union".

Witnessed

Whereas, the above-cited 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 is designed to promote and maintain a harmonious relationship 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.

Now, therefore, in consideration of the mutual premises and agreements herein contained, subject to the required action of the municipal employer's legislative body, its City Council, the parties mutually agree as follows:

ARTICLE I RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative bargaining agent for a bargaining unit of all uniformed members of the Fire Fighting force of the City of Beverly but excluding the Chief of the Fire Department. The rights of the Employer and the Union shall be recognized and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Bargaining unit work shall not be assigned to, or performed by, persons not of the bargaining unit, except work performed in the past by other persons.

Unless otherwise specifically noted, the term "Employees" refers to all members of this bargaining unit.

ARTICLE II DISCRIMINATION AND COERCION

The Employer agrees not to discharge or discriminate in any way against employees covered by this Agreement for Union membership or activities.

There shall be no discrimination by any officer or other agent of the Employer 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.

The Union, its officers or members shall not intimidate or coerce employees in exercising their legal right from joining or refraining from joining an employee organization. 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.

An employee who has completed the civil service probationary period shall not be disciplined or discharged except for just cause. The exclusive procedure for resolving grievances under this provision shall be the contractual arbitration procedure, when such arbitration is elected by the employee in accordance with Chapter 150E, Section 8.

ARTICLE III UNION DUES

The Employer shall deduct Union dues each week from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must have been submitted to the Employer.

In accordance with the provisions of G.L. c. 150E, persons covered by this Agreement who are not Union members shall be required, as a condition of employment, to pay to the Union an agency service fee commensurate with the cost of collective bargaining and contract administration; said fees not to exceed Union dues.

ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1: The Union Steward and/or representatives, with or without the aggrieved employee, shall take up the grievance with the Chief within ten (10) days of the date of the occurrence giving rise to the grievance. Such grievance shall be submitted in writing, and shall set forth the facts relied upon, the section of the Agreement allegedly being violated, the remedy sought, and shall be signed by the grieving employee. The Chief shall attempt to adjust the matter and shall respond to the Steward within four (4) days after the submission of the grievance to him in Step 1.

Step 2: If the grievance still remains unresolved, it shall be presented to the Mayor, or his/her designee, within seven (7) days after the response of the Chief is due. Such grievance shall be submitted in writing. The Mayor, or his designated representative, shall respond in writing within fifteen (15) days following receipt of the written grievance.

Step 3: If the grievance is still unresolved, either party may, within fifteen (15) days after the reply of the Mayor is due, by written notice to the other, submit the grievance to arbitration. The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American

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

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

Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed as a waiver of the grievance. Failure of the Chief, or the Mayor to reply to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievance to advance to the next step.

The time limits specified may be extended by mutual agreement of the parties in writing.

The failure of the grieving party to present a grievance within and the failure of the grieving party to advance a grievance within any of the time limits set forth in the grievance procedures shall each be deemed a final abandonment and waiver 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 grievance 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 the mutual agreement of the parties in writing in each instance to a date-certain. Failure to specify such date shall make the agreement unenforceable. This shall not create a duty on the City's part to file for arbitration.

ARTICLE V

SECTION 1. Quinn Bill Opener

Should the legislature pass legislation analogous to the Quinn Bill or otherwise extend the benefit of the Quinn Bill for Firefighters, the City agrees to reopen the contract for the limited purpose of negotiations relative to the extension of benefits offered by that legislation to the City of Beverly Firefighters.

SECTION 2. Wages

(7/1/2014 Base) See Appendix "A".

FY 2016 Effective 7/1/15	2%
FY 2017 Effective 7/1/16	2%
FY 2018 Effective 7/1/17	2%

SECTION 3. Promotions

The Chief will call for promotional exams every two years, unless the current list has been exhausted. If so, the exams may be yearly.

Upon promotion, an employee immediately shall receive the maximum pay in his new classification.

SECTION 4. Differential

The annual wage of Lieutenants shall be fifteen percent (15%) above that of the firefighters' annual maximum wage; the annual wage of Captains shall be fifteen percent (15%) above that of the Lieutenants' and, the annual wage of the Deputy Chiefs shall be fifteen percent (15%) above that of the Captains'.

SECTION 5. Compensation for Special Assignments

- (1.) The position of *Fire Prevention Officer in Charge* shall receive a fifteen percent (15%) differential above the selected employee's rank. The Fire Prevention Officer in Charge shall be an employee holding the rank of either a Lieutenant or a Captain. The position of *Fire Prevention Inspector* shall receive a fifteen percent (15%) differential above the selected employee's rank. The Fire Prevention Inspector shall be either a Firefighter or Lieutenant.
 - a. The positions of Fire Prevention Officer in Charge and Fire Prevention Inspector will involve all aspects of Fire Prevention work. The selected Fire Prevention Officer in Charge and Fire Prevention Inspector will also be required to be certified as Fire Inspector I and II through the Department of fire services. A description of the job requirements and responsibilities is included herein.
 - b. The selected Fire Prevention Officer in Charge and Fire Prevention Inspector shall conform to the job requirements and responsibilities herein.

FIRE PREVENTION OFFICER/INSPECTOR

SUMMARY: Under general supervision conducts inspections of occupancies for compliance with Federal, State and local fire and life safety codes; to review building construction and fire appliance plans for appropriate fire and life safety systems and equipment; and to perform related work.

DISTINGUISHING CHARACTERISTICS: As directed by the Fire Chief, may be assigned as department's Safety Officer or Assistant Safety Officer and assist in department compliance with NFPA 1500. As the Fire Prevention Officer, this position will be supervising the Nuisance Abatement Program, performing nuisance abatement inspections, documenting violations, and maintaining appropriate records.

DUTIES: FIRE PREVENTION OFFICER IN CHARGE

- Supervises and directs the activities of Fire Prevention Inspector and any other employees as assigned.
- Conducts fire prevention inspections of businesses, schools, day care facilities, hospital facilities, nursing homes and other occupancies as assigned.
- Reviews and approves building construction and appliance plans for adequate and appropriate fire and life safety systems and equipment.
Inspects buildings and installations during and/or after construction to ensure compliance with applicable codes.
- Advises developers, contractors, property owners, the public and other City personnel in matters related to fire prevention, code interpretation and enforcement, and the use, handling and storage of hazardous materials.
- Discusses violations with owners and issues written notices, warnings and/or citations as required.
- Conducts follow-up inspections to ensure violations were corrected.
- Presents fire prevention programs and demonstrations.
- Supervises the public education program and conducting public education and awareness as requested.
- Completes reports, takes statements, performs filing, and maintains case folders and records of inspections and investigations.
- Sets a good example for employees and requires that subordinates meet all required standards for conduct and performance.
- Researches and reviews fire legislation, codes, and ordinances.
- Performs other such duties as assigned.

DUTIES: FIRE PREVENTION INSPECTOR

- Direct reports to Fire Prevention Officer in Charge.
- Conducts fire prevention inspections of businesses, schools, day care facilities, hospital facilities, nursing homes and other occupancies as assigned.
- Reviews and approves building construction and appliance plans for adequate and appropriate fire and life safety systems and equipment.
- Inspects buildings and installations during and/or after construction to ensure compliance with applicable codes.
- Advises developers, contractors, property owners, the public and other City personnel in matters related to fire prevention, code interpretation and enforcement, and the use, handling and storage of hazardous materials.
- Discusses violations with owners and issues written notices, warnings and/or citations as required.

- Conducts follow-up inspections to ensure violations were corrected.
 - Presents fire prevention programs and demonstrations.
 - Presents the public education program and conducting public education and awareness as requested.
 - Completes reports, takes statements, performs filing, and maintains case folders and records of inspections and investigations.
 - Sets a good example for employees and requires that subordinates meet all required standards for conduct and performance.
 - Researches and reviews fire legislation, codes, and ordinances.
 - Performs other such duties as assigned.
- (2.) A Captain who is temporarily assigned by the Chief to perform duties and responsibilities of a Deputy Chief shall, during the period of such assignment, be paid at the Deputy Chiefs rate of pay.
- (3.) A Lieutenant who is temporarily assigned to perform the duties and responsibilities of a Captain shall, during the period of such assignment, be paid at the Captain's rate of pay.
- (4.) A Firefighter who is temporarily assigned to perform the duties and responsibilities of a Lieutenant shall, during the period of such assignment, be paid at the Lieutenant's rate of pay.
- (5.) Compensation for Special Assignment (**Details**) for work outside of regular station duty, and paid for with monies outside of the Fire Department budget, such as burning details, music tent, blasting details, welding details, etc... shall be taken from a list established for this purpose. Such list shall be made up of employees who request and qualify for this type of work. Compensation for this type of work shall be as follows.

Detail rate is \$48.00 per hour. Detail personnel shall receive \$48.00 per hour, with a four-hour (4) minimum. Except as noted below.

The officer in charge (OIC) of three (3) or more employees including themselves shall receive an additional \$8.00 per hour.

Any detail that is cancelled with less than two (2) hours notice from the scheduled start time shall be charged with (2) hours of detail rate.

Details that are longer than four (4) hours shall be paid as eight (8) hours.

Details that exceed eight (8) hours shall be paid at time and one half of the regular detail rate for each hour that exceeds (8) eight hours.

Details (**Fire Watch**): Fire Watch's are normally conducted between the hours of 10:00 pm to 6:00 am. Due to non maintained Fire alarm systems: A fire watch may be required

in the event of the temporary failure of the alarm system or where activities require the interruption of any fire detection, suppression or alarm system component required by the building and fire code.

When a detail runs past midnight (12:00 am to 6:00 am) these hours only, shall be paid at a rate of \$60. Per hour

Note: Emergency detail rate from 10 pm to 6 am not subject to the preceding sections

Emergency details, which have not been pre-scheduled, between the hours of 10 pm to 6 am shall be paid double (2x) the detail rate. The Chief or his designee will decide upon what constitutes an emergency detail.

Note: Holiday rates are not subject to the preceding sections.

Holiday details

Shall be paid double (2x) the detail rate for the following: July 4, Thanksgiving Day and Christmas Day.

Thanksgiving Eve, Christmas Eve and New Years Eve after six (6) pm.

The officer in charge (OIC) of three (3) or more employees including themselves shall receive an additional \$8.00 per hour.

- (6.) Assignments shall be made and permitted under such terms and circumstances as are from time to time approved by the Chief or his designee. The Union shall be responsible for the assignment and monitoring of assignments made pursuant to Sections 4 and 5, above, and shall be responsible for the equitable distribution of assignments among its membership. Increase in pay under this Section 5 shall only be to the next higher grade, regardless of the rank or responsibility of the temporary assignment.

All monies paid hereunder shall, to the maximum extent permitted by law, be applicable to retirement benefits.

SECTION 6. Posting

In the event of a permanent station vacancy, which the City intends to fill, the Chief will post such vacancy for a period of thirty (30) days so as to give the employees the opportunity to bid thereon. In reviewing the applicants, the Chief will look at qualifications, seniority and any other factors he considers relevant.

Anything contained herein to the contrary notwithstanding, the decision of the Chief as to which applicant he chooses, if any, is not subject to challenge, including, without limitation, his

rejection of any and all applicants and his transfer and/or assignment of a non-applicant to the vacancy.

SECTION 7. Longevity

A. All employees having completed the years of service described below shall receive the following annual longevity increments:

10 years of service	\$500.00
15 years of service	\$700.00
20 years of service	\$900.00
25 years of service	\$1,100.00

B. The longevity increment shall be paid in one lump sum annually on the first payday in December of each calendar year.

C. The amount of longevity increment to which an employee is entitled shall be based upon the employee's length of accumulated service in the employ of the City of Beverly as of December 31st of the calendar year involved.

D. In the event an employee dies or retires, the employee, or his heirs at law, as the case may be, will be paid, within thirty (30) days, longevity pay on a pro rata basis from January 1 through the end of the month of his termination. In the event an employee quits or is involuntary terminated, he will be paid, within thirty (30) days, preceding the month of his termination.

E. The annual longevity increments shall be applicable to retirement benefits.

SECTION 8. Educational Compensation

A. For those employees hired on or before June 30, 2013

Effective 7/1/2008 employees shall receive additional compensation for the successful completion of those courses leading to a degree in fire science technology or fire prevention provided evidence of the same is presented to the Chief of the Department prior to May 31st of each year and payable on or before September 1, of that year.

10 Credits	\$1,080.00 annually
25 Credits	\$1,360.00 annually
40 Credits	\$1,740.00 annually
60 Credits	\$2,210.00 annually
120 Credits or Bachelor Degree	\$2,680.00 annually

Said monies shall be applicable to retirement benefits

B. For those employees hired on or after July 1, 2013

Employees shall receive additional compensation for the successful completion of those courses leading to an Associate or Bachelors degree in Fire Protection and Safety Technology, Fire Science, Fire Prevention, Public Safety Administration, Fire Science Administration or any program associated with public safety as approved by the Chief of the Department. Credits from non-related degree programs must be matriculated into the required degree program before they will be accepted for payment.

A student shall be considered matriculated only if the courses pursued by the student are fully recognized at that time as contributing towards fulfillment by the student of the requirements for completion of the Degree Program. Program means the registered degree diploma program in which the student is enrolled.

Documentation must be presented to the Chief of the Department prior to May 31st each year and payable on or before September 1, of that year.

10 Credits	\$1,080.00 annually
25 Credits	\$1,360.00 annually
40 Credits	\$1,740.00 annually
Associate Degree	\$2,210.00 annually
60 credits at a four year school	\$2,210.00 annually
Bachelor Degree	\$2,680.00 annually

Said monies shall be applicable to retirement benefits.

C. Effective 7/1/16, the annual educational compensation payment will be increased by \$600. The first \$600 of annual educational compensation will be considered base pay for all purposes. This applies to employees in both categories A and B.

10 Credits	\$1,680.00 annually
25 Credits	\$1,960.00 annually
40 Credits	\$2,340.00 annually
Associate Degree	\$2,810.00 annually
60 credits at a four year school	\$2,810.00 annually
Bachelor Degree	\$3,280.00 annually

Said monies shall be applicable to retirement benefits.

D. Effective 6/30/18, the annual educational compensation payment will be increased by an additional \$600. This applies to employees in both categories A and B.

10 Credits	\$2,280.00 annually
25 Credits	\$2,560.00 annually

40 Credits	\$2,940.00 annually
Associate Degree	\$3,410.00 annually
60 credits at a four year school	\$3,410.00 annually
Bachelor Degree	\$3,880.00 annually

Said monies shall be applicable to retirement benefits.

SECTION 9. Skill Enhancement and Maintenance

As an inducement to bargaining unit members to increase and maintain their skills as public safety officers, and in recognition thereof, the City agrees to pay the following stipends and awards;

SECTION 10. Emergency Medical Technicians

It shall be the responsibility of the City to provide the opportunity to all bargaining unit members to qualify and recertify on an "in-house" basis. In the event a bargaining unit member is unable to complete his training or recertification "in-house" in a fiscal year in which the City has provided the opportunity for such "in-house" training or recertification, it shall be the responsibility of the member to obtain and achieve certification or recertification on his own time and at his own expense.

A. Union members who are certified as EMT's shall receive a payment in the amount of \$900 into their base pay as of 7/1/14 in recognition of their duties as first responders. In consideration of this payment, union members are expected to continue to act as EMT's and will abide by all procedures and protocols enacted by the Chief related to the members' role as EMT's. Members will further use any technology, procedures, and protocols approved and mandated by the Chief related to their role as first responders. The parties agree that this payment is in exchange for any future changes to technology and/or protocols, which may be utilized by employees in their role as first responders. The union hereby acknowledges that technology covered by this clause will include, but not be limited to, Narcan, Apsirin, and epipens.

SECTION 11. Defibrillation Certification

The Union agrees that the City may require bargaining unit members to achieve and maintain such certification without further award or compensation. The City at the City's expense shall provide such training and certification.

SECTION 12. Dive Team

Dive Team members shall receive an annual stipend of \$1,000 per year payable on or about the second pay period of January each year. In order to receive the stipend pursuant to this section, a

Dive Team member must spend the entire full previous calendar year on the Dive Team and successfully complete the diver requirements of the Dive rescue team Standard Operating Guidelines in existence at the beginning of the calendar year for which the member is to receive the stipend.

SECTION 13. Emergency Services Coordinator

A \$1,000 stipend shall be paid yearly to the EMS (Emergency Medical Services) Coordinator, on or about the second pay period of January of each year.

SECTION 14. Certain Holiday Overtime

Employees working overtime either shift coverage or emergency call backs shall be paid at double time and a half pay on the following holidays: 4th of July (day shift and night shift), Thanksgiving (day shift and night shift), Christmas Eve (night shift only), Christmas (day shift and night shift) and New Year's Eve (night shift only).

SECTION 15. Educational Incentive Program

A. Category One

Effective 1/1/13 for employees who currently accrue 20 sick days:

All employees in this category who opt in to the E.I.P. will accrue 15 sick days per year (reduced from 20 to 15).

Following ratification of this contract to be eligible for the E.I.P. for Fiscal 2013 all employees in this category must opt in by written notice within 14 days after written notice from the Fire Chief. To be eligible for fiscal 2014 employees in this category must opt in by written notice not later than June 15, 2013. Thereafter, to be eligible for the E.I.P. for any following fiscal year, an employee must opt in by written notice not later than June 15 of the current fiscal year.

If an employee who has opted into the E.I.P. further permanently reduces their sick days from 15 to 12, the employee is eligible for the Sick Leave Incentive Program and can sell up to 5 days per year.

All employees in this category who opt in are eligible to participate in both the Sick Leave Incentive Program and the Educational Incentive Program.

B. Category Two

Effective 1/1/13 for employees who currently accrue 15 sick days:

All employees in this category who opt in to the E.I.P. will accrue 12 sick days per year (reduced

from 15 to 12).

Following ratification of this contract to be eligible for the E.I.P for Fiscal 2013 all employees in this category must opt in by written notice within 14 days after written notice from the Fire Chief. To be eligible for fiscal 2014 employees in this category must opt in by written notice not later than June 15, 2013. To be eligible for fiscal 2015 employees must opt in by written notice not later than June 15, 2014. Thereafter employees in this category are not eligible to opt into the E.I.P.

All employees in this category who opt in are eligible to participate in both the Sick Leave Incentive Program and the Educational Incentive Program.

C. Category Three: New Employees

All employees hired on or after 7/1/13 will accrue 12 sick days annually and are eligible to be in both the Sick Leave Incentive Program and the Educational Incentive Program upon proof of certification(s).

All employees in both Categories One and Two who become eligible to participate in the Educational Incentive Program will receive a .5% increase to base pay for each certification or equivalent (for those employees whose fire academy training predated the issuance of certificates they will each receive credit for 3 certifications), maximum fire certifications 10 or equivalent (i.e. 3 certification or equivalent, plus seven more when earned, up to a total of 10).

Effective 7/1/17, eligible employees will receive an additional .25% increase to base pay for the following certifications: Firefighter I, Firefighter II, and HazMat (Responder Awareness and Operational Technician).

SECTION 16. Progression and Performance Standards

Firefighters shall be eligible to advance from one pay step to the next after continuous time in a step. Employees start at step 1. Increments may be withheld for unsatisfactory performance. The step increases shall be in the following manner:

Step 2:	6 months of continuous service in Step 1
Step 3:	1 year of continuous service in Step 2
Firefighter Max:	1 year of continuous service in Step 3

The Chief shall have the right to establish and amend from time to time performance standards and an evaluation process for employees. The performance standards and evaluation process agreed to are attached hereto as Appendix G. Union members shall receive a payment into their base pay as of July 1, 2014 in consideration of this agreement. The amount of the payment shall be as follows:

Firefighter	\$295.00
Lieutenant	\$340.00
Captain	\$390.00
Deputy Chief	\$449.00

ARTICLE VI OVERTIME

SECTION 1. 24-HOUR SHIFT SCHEDULE

Shift schedule shall be 24 hours on duty, 24 hours off, 24 hours on duty and five (5) days off. Sick and vacation personal time may have to be modified to fit 24-hour shift schedule.

The parties have implemented a "24 hour" schedule. The City or the Union may terminate such schedule on sixty (60) day notice. Said change is not subject to LRC or grievance and arbitration procedure.

SECTION 2.

The following rules shall govern time worked in excess of the employee's regular hours of duty for purpose of shift coverage (if and when the City determines it wants such coverage).

A. Calls by Union

The Union shall assume responsibility for making the requisite calls to obtain shift coverage determined by the Chief, or his designee, subject to the following terms and conditions:

- (1.) In the event the Union is unsuccessful in obtaining the coverage prior to the commencement of the shift involved, the employees from the shift then on duty (shift prior to shift involved) may then be required (in the inverse order of seniority) by the Chief, or his designee, to work such duty.
- (2.) The rules for the assignment of shift coverage overtime shall be fair and equitable. Employees who feel aggrieved may appeal to the Chief, whose decision shall be subject to the grievance and arbitration provisions of this Agreement.
- (3.) The performance by the Union of the responsibility to make the calls provided herein shall not interfere with the duties and responsibilities of their position (for example, and without limitation, responding to a fire).
- (4.) Anything contained herein to the contrary notwithstanding, the Chief shall have the right to terminate, at any time, the Union's call making responsibilities. In such case this Section A (1.)-(4.) shall no longer be applicable. Any such termination shall not be subject to challenge. In the event of such termination, the rules set forth in Section B shall

then apply.

B. Shift Coverage

(1.) Shift Coverage Assignments Made More Than Three (3) Hours Prior To The Commencement of The Shift Involved:

- (a) The time will first be offered on a voluntary basis subject to, and in accordance with the Following rules:

The Chief, or his designee, shall make up to twenty-five (25) calls or calls resulting in up to eight refusals, whichever comes first, in the attempt to obtain the requisite volunteers. An alphabetical list, by group, shall be established. Employees when called, shall be called in alphabetical order starting with the group whose shift has been off the longest period of time. Assignments within each group shall be on a rotating basis.

- (b) In the event the requisite number of volunteers is not obtained after asking the aforementioned calls, the employees on the shift prior to the shift involved may then be required (in the inverse order of seniority) by the Chief, or his designee, to work such duty. Volunteers shall first be sought from each shift.

(2.) Shift Coverage Made Less Than Three (3) Hours Prior To The Commencement of The Shift Involved

- (a) Same rules as B. (1.) except that the Chief, or his designee, shall make up to fifteen (15) phone calls, or calls resulting in up to six (6) refusals, whichever comes first, in the attempt to obtain the requisite volunteers rather than twenty-five (25) and eight (8) respectively.

C. In the event an officer or member of the Department is assigned to work in excess of his regular hours of duty shall, except as hereinafter provided, be paid for such time at the rate of time and one-half his regular straight-time hourly rate of pay. An officer or member of the Department, by mutual agreement, may, in the case of special assignments, agree to compensatory time at the rate of time and one half the hours worked rather than pay. Special assignments as used herein shall mean:

1. Arson investigations
2. Seminars
3. Attendance at school
4. Public education details
5. The performance of duties and responsibilities, which are not performed on a regular or continuing basis
6. Extra training

7. Fire prevention duties

- D. In the event an employee is unavailable for any reason, except as hereinafter provided, it shall be counted as if it were time worked for the purposes of the overtime distribution rules (not for any pay purposes). Unavailability for the following reasons shall not be counted as if it were time worked:

Sick or injured, on vacation, death in immediate family, unable to be reached, working out of group for another employee.

- E. A record shall be kept showing the following:

A. Days and shifts assigned.

B. If employee does not answer the phone or is unavailable for any reason, it shall be so noted. For example, "no answer", or "UA-sick", or "UA-funeral leave", or "UA-does not wish to work".

SECTION 3

- A. In case of emergencies such as storms, fires, etc., where it is not reasonably possible to call employees for the list for overtime, employees on the off-going group may be held, or members of oncoming groups may be called in early, without regard for the overtime list.
- B. Employees required to work overtime as a result of multiple alarm fire or a declared emergency, shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

SECTION 4

- A. Employees shall not lose their turn on the work list if unable to work for the following reasons:

Sick or injured, on vacation, death in immediate family, unable to be reached, working out of group for another man.

For purposes of this Article, the term "immediate family" shall mean and include the following: wife, child, grandchild, father, mother, sister, brother, grandparent, spouse's grandparent, sister-in-law, aunt, uncle, niece, nephew, or any person living in the employee's immediate household.

- B. No employee shall be required to work two (2) consecutive tours of duty except if required in accordance with Section 1, supra, or extreme emergency.

SECTION 5. Compensatory Time Accrual Policy:

Beginning January 1, 2011, all personnel will be able to receive Compensatory Time (CT) under the following agreement made between the Chief and the Union Executive Board:

Compensatory Time will be allowed to be accrued over a two-year (biennial) period. Accrued Compensatory Time can be kept from the date of accrual, specifically the month in which the Compensatory Time was earned, until the last day of that month two years later.

After the last day of the two-year accrual period, any CT not yet used will be forfeited.

Accounting of accrual and any clearing of CT not used will be done by the Group Captains.

All personnel who have earned approved CT must provide a card with the amount earned and the date earned to the Group Captain as soon as possible after earning that CT. The Captain will record the hours from the card to the CT Accrual Card and then forward the card to the Office.

Any CT not having previous approval (ex: EMS Refresher, EMS continuing education, etc.) must be approved by C-1 before the class is taken.

Under no circumstances will anyone be allowed to accrue more than 480 hours total CT. This total would include any CT earned previous to this policy.

Previously earned CT will not be included in the biennial accrual period policy and will be kept separately on the employee annual vacation card.

As per past policy, any training outside of the department must be approved through the Training Office and that compensation would be subject to approval by the Chief. All appropriate forms would be required for approval.

SECTION 6. Fair Labor Standards Act

The parties agree that for purposes of the Fair Labor Standards Act the work period remains at 28 days.

SECTION 7. Training

Off-duty employees shall be paid at time and a half for attendance at non-pro board classes not to exceed one (1) day annually (day = 10 hours). Trainings must be approved in advance by the Chief.

ARTICLE VII CLOTHING/PROTECTIVE EQUIPMENT/EQUIPMENT/CARE

SECTION 1. Clothing

Effective July 1, 2013 the clothing allowance will be increased to \$700 and will be added to base pay. All fire personnel must report for assigned duty in uniform appropriately attired according to the Rules and Regulations of the Beverly Fire Department. All uniforms shall be purchased at the employees' own expense.

SECTION 2. Protective Equipment

The employer shall furnish protective equipment and shall reissue as soon as practical similar clothing or protective equipment when upon inspection, such clothing or protective equipment is worn, destroyed, or mutilated as a result of normal wear or as a result of destruction in the line of duty, and upon surrender by the employee of said clothing or protective equipment.

SECTION 3. Equipment

Protective clothing or equipment to include: rubber steel inner-soled boots, turnout coats, bunker pants, helmet with shield, hood and NFPA compliant firefighting gloves,

SECTION 4. Care

It shall be the responsibility of any employee having custody of any equipment and property, to see that it is properly cared for, kept clean, and returned to its proper place of storage.

ARTICLE VIII COMPANY STRENGTH

- A. The Chief of the Department shall have complete control of the assignment of all men and equipment of the Department.
- B. Department members may be moved from station to station to maintain proper fire protection at the discretion of the Chief.
- C. A fair and equitable manner of such arrangements will be maintained.
- D. There shall be no layoffs or reduction in rank.

ARTICLE IX VACATIONS

SECTION 1.

Employees who have been in the service of the City for more than one (1) year but less than five

(5) years shall have two weeks and four days (twelve shifts) vacation annually with pay. For more than five (5) years of employment, but less than ten (10) years of employment, employee shall receive three weeks and two days (14 shifts) vacation annually with pay. For more than ten (10) years of employment, but less than eleven (11) years of employment, employee shall receive three weeks and three days (15 shifts) vacation annually with pay. For more than eleven (11) years of employment, but less than thirteen (13) years of employment, employee shall receive four weeks (16 shifts) vacation annually with pay. For more than thirteen (13) years of employment, but less than fourteen (14) years of employment, employee shall receive four weeks and one day (17 shifts) vacation annually with pay.

For more than fourteen (14) years of employment, but less than fifteen (15) years of employment, employee shall receive four weeks and two days (18 shifts) vacation annually with pay. For more than fifteen (15) years of employment, employee shall receive four weeks and four days (20 shifts) vacation annually with pay. Newly hired employees will receive 1.2 vacation days per month prorated from date of hire, until the next July 1st. In the event of conflict between methods of calculation of vacation entitlement, the number of shifts as set forth herein shall control.

See Exhibit E. Vacation Calculation Chart

SECTION 2.

An employee shall not lose his vacation pay if incapacitated because of injury or illness incurred in the line of duty. In such cases his vacation pay shall be transmitted to his or her estate with his last paycheck due in any calendar year.

SECTION 3.

An employee upon termination of employment 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 his heirs, executors, administrators or assigns.

SECTION 4.

If an employee, while on vacation, sustains a death in his immediate family, the five-day mourning period shall not be counted in his vacation period, provided he notifies the Fire Department of such death at the time of returning to work or before. Any such days to be taken at a later period as determined but the Chief.

SECTION 5.

Employees shall be permitted to exchange scheduled vacations, within rank regardless of assignment, but only in the same group, subject to approval by the Chief.

SECTION 6.

Each employee shall receive his scheduled vacation regardless of transfers, when approved by the Chief

SECTION 7.

A fair and equitable system of vacations with the protection of the City and the effectiveness of the Fire Department in mind at all times shall be maintained.

The official vacation list shall be posted in all stations within five (5) days of its becoming official.

SECTION 8.

It is agreed that employees may carry up to two weeks (8 shifts) of vacation.

SECTION 9.

A vacation week will supersede individual vacation days, personal days or comp time. These individual shifts may be taken when less than the allotted number of men is on vacation (presently three (3) men per shift). Vacation days and personal days will supersede compensation time. Fifteen (15) days advance notice is required to insure vacation shifts. Vacations will be chosen on the basis of seniority however when a vacation day is sought on less than fifteen (15) days notice, neither seniority nor the precedence given to vacation weeks will be permitted to bounce a bargaining unit member who has applied for vacation giving such fifteen (15) day notice.

SECTION 10.

Employees working a five-day work schedule may split a vacation week into five (5) individual days. Employees working a four-day work schedule may split vacation weeks into four (4) individual days.

ARTICLE X SICK LEAVE

SECTION 1. Special Leave

A. Those employee who opt not to take advantage of the City's Sick Leave Incentive Program shall accumulate sick time in the following manner: Compensation for sickness or other disability shall be limited to 1.666 days each month of service in the proceeding twelve (12) months, but not more than twenty (20) days in any twelve month period. Holidays and other days are not included in the normal work schedule shall not be included in the computation of days allowed hereunder.

- B. Sick leave credit will begin the first day of the month in which the employee is employed, but thereafter benefits hereunder shall be based upon continuous service since the date of original employment. If such service has not been continuous, such benefits shall be based upon continuous service since the last hiring date, after the expiration of such twelve months service or employment.
- C. Any sick leave allowed under this section may be accumulated but said accumulation shall not exceed two hundred (200) days at any time.

Employees on the payroll as of the date of execution of this MOA shall be grandfathered and thus exempt from this change. (A list of grandfathered employees will be provided to the union within 30 days.) Specifically, all members of the bargaining unit as of May 24, 2017 are considered grandfathered and may continue to accumulate up to 250 days at any time.

- D. The Chief, in his discretion, may require an employee to submit appropriate medical evidence to support any request for sick leave provided, however, the Chief will not be arbitrary or capricious in his demand. When employee is requested to provide medical evidence to support his/her request for such time the expense for said medical evidence shall be paid for by the employee. (The five (5) day provision of ordinance inapplicable)
- E. Members may be permitted to use five days per year for illness in their immediate family. All said family sick days shall be deducted from the members' accumulated sick leave. For purposes of this sub-section, immediate family shall include spouse, child, mother and father. Family sick days shall be charged in the same manner as any other sick day (ex. One 24-hour shift = 2 sick days).

SECTION 2. Annual Sick Leave Incentive

A sick leave incentive program will award employees not using sick days in any three month (quarterly) period with 1 "Healthy Day." Employees not using a sick day during 4 consecutive quarters will be awarded an additional Healthy Day. Healthy Days awarded under the program shall be used only when they do not create overtime. At the employee's discretion, accumulated Healthy Days may be credited to the employee's sick leave bank for the purposes of sick leave buy back.

SECTION 3.

Upon retirement or death of an employee, the employee or their heirs, administrators, executors or assigns, shall receive payment in grade for a portion of his unused sick leave according to the following:

The employee or their heirs, administrators, executor or assigns shall receive fifty percent (50%) of their accumulated, unused sick leave, not to exceed 75 days (50% of one hundred fifty maximum). Unused sick leave paid at a rate of pay applicable at the time of their retirement or

death.

Employees on payroll as of the date of execution of this MOA shall be grandfathered and thus exempt from this change. (A list of grandfathered employees will be provided to the union within 30 days.) Specifically, all members of the bargaining unit as of May 24, 2017 are considered grandfathered and may continue to buy back up to 100 days (50% of not more than 200 maximum).

SECTION 4.

A. Death in immediate family: When an employee is absent because he is arranging for, or attending the funeral of a member of his immediate family, and such absence and its continuation is supported, he will receive his full pay during such absence, up to a maximum of five (5) consecutive days from the date of death provided:

(1.) Notice is given to the Employer of the purpose of such absence not later than the first full working day of such absence.

(2.) Immediate family shall include: wife, child, grandchild, father, mother, sister, brother, grandparent, spouse's grandparent, stepmother, stepfather, any person living in the employee's immediate household, brother-in-law, sister-in-law, father-in-law, and mother-in-law. One (1) bereavement day (24 hours) shall be allowed for the death of an Aunt, Uncle, Niece, or Nephew. Said bereavement day is to be used on either the day of the funeral or the day of the visitation hours.

(3.) A list of the accumulated sick leave time of each employee shall be kept in the records and shall be available to any employee for his personal record only, or any records shall be available to the Union Sick Committee.

SECTION 5. OPEB

Effective October 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 (10 hours). This will apply for all employees hired on or after July 1, 2015. 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. Sick days shall be taken from their yearly accrual allotment. This day shall not affect the employee's eligibility for sick leave incentive.

ARTICLE XI PERSONAL LEAVE

There shall be four (4) personal days per employee per fiscal year. The Chief can veto the choice of a day only if it brings the staffing of the substations below the minimum manning required.

ARTICLE XII UNION BUSINESS LEAVE

SECTION 1.

The members of the Union Negotiating Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of the contract, when such meetings take place at the time during which such members are scheduled to be on duty.

SECTION 2.

The stewards and members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union and for time required to prepare grievances and for the purpose of processing grievances, when such activity takes place at a time during which such employees are scheduled to be on duty.

SECTION 3.

Such officers and members of the Union, as may be designated by the Union president, shall be granted leave from duty with no loss of pay or benefits for Union business such as attending State I.A.F.F. meetings, labor conventions, and educational conferences, etc., provided that the total leave for the purpose set forth in this section shall not exceed sixty (60) man-working days in the two (2) year period.

ARTICLE XIII BULLETIN BOARDS/HOLIDAYS/PAYMASTER

SECTION 1. Bulletin Boards

The City shall provide bulletin boards, not larger than 30" x 40" with space for the Union notices concerning Union business and activities in each of the fire stations. 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.

SECTION 2. Holidays

There shall be twelve (12) paid holidays: New Year's Day, Washington's Birthday, Martin Luther King Jr.'s Birthday, Patriot's Day, Memorial Day, Fire Fighter Sunday (2nd Sunday in June), Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

A copy of all orders posted for Fire Department Employees from the Chief of the Fire Department shall be made available to the Union president or the Union secretary treasurer.

SECTION 3. Paymaster

A. Pay advisories should be made available to the Employees anytime after 11:30 a.m. on Friday or on Thursday if the Friday payday falls on a legal holiday.

B. 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.

ARTICLE XIV HEALTH AND SAFETY

SECTION 1.

A committee representing the Union shall meet once a month with the Chief of the Fire Department to discuss and make recommendations for the improvements of the general health and safety of the employees and for any other matters that may need to be discussed.

The City shall provide safe and efficient equipment and material to protect the health and safety of employees.

SECTION 2.

The officer in charge at each Fire Station shall apportion all work among subordinates as equitable as practicable.

SECTION 3. Health and Safety

The City shall pay seventy-five percent (75%) of an employee's premium contribution for the Blue Cross-Blue Shield master medical plan.

The amount of group life insurance afforded employee's under the present program is Ten Thousand Dollars (\$10,000.00) with the City paying fifty percent (50%) of the cost of the premium and the employee paying fifty percent (50%).

The foregoing section of life insurance provided that general laws permit the same. In addition thereto, employees may purchase at one hundred percent (100%) of cost, additional life insurance beyond this Agreement at its full expense up to and including this maximum base pay.

During the life of this Agreement the City reserves the right to offer additional life insurance plans, including but not limited to a so-called direct point of the service health plan. The City shall pay seventy-five percent (75%) of the premium contribution of the Master Medical health insurance plan offered by it to its employees. Employee contributions toward the premium for HMO medical plans shall be at the following percentages:

Effective:	July 1, 2007	20.0%
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The City agrees that it will pay all medical bills resulting from "line of duty injury" in or within thirty days (30) of submission of same provided that said bills are submitted in compliance with the instructions of the representative of the City for payment.

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

SECTION 4. Contagious Disease

When an employee is exposed to a chronic contagious disease in the performance of his duty and contracts the disease, he shall receive regular weekly pay for the full extent of his disability. Employees out on a contagious disease injury or illness shall be entitled to full benefits as if out on injury leave. (Nothing in this paragraph shall be construed to mean other common contagious diseases routinely encountered in a day to day life etc., cold, flu).

ARTICLE XV SENIORITY

The Fire Department shall establish a seniority list, and it shall be brought up to date on March 1 of each year, and immediately thereafter posted at the Central Fire Station for a period of not less than thirty (30) days. Any objections to the Seniority List as posted, shall be reported to the fire department within ten (10) days or it shall stand approved. Any working out of grade assignment expected to be in excess of thirty (30) days shall be offered to senior personnel within same rank first. For purposes of breaking ties in seniority, the Chief will look to time in grade and then, if there is still a tie, to rank on Civil Service list, and if there is still a tie, to rank on Civil Service promotional list.

ARTICLE XVI SAVING CLAUSE

SECTION 1.

The Employer shall retain all rights it had prior to the signing of this Agreement, except such rights as are modified by this Agreement.

SECTION 2.

All job benefits, or working conditions existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect, and if proper notices given by either party as to the desirability of amending, modifying or changing such benefits or working conditions, it shall be subject to negotiation between the parties, excepting however, that all existing lawful rules and regulations governing the Fire Department and general orders of the Chief shall supersede such benefit, or working conditions not otherwise in conflict with any other provisions of this Agreement.

ARTICLE XVII INDEMNIFICATION

The City agrees to provide each bargaining unit members with defense and indemnification as provided by GL c. 258 s.2 for and against any claims for injury or loss of property or personal injury or death caused by his negligent or wrongful act or omission while acting within the scope of his office or employment, in accordance with the requirements of that statute.

ARTICLE XVIII FUNDING

This Agreement is subject to funding each year by the City Council of the City of Beverly. (In the event of non-funding, all issues open for that year and future years covered by this Agreement).

ARTICLE XIX MANAGEMENT RIGHTS

SECTION 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 fire operations and working force, to hire, transfer, promote, assign and lay off employees, 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 M.G.L. c. 31, 150E and grievance and arbitration procedure of this Agreement.

SECTION 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.

SECTION 3.

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

ARTICLE XX RETURN TO DUTY PHYSICAL

SECTION 1.

Any employee absent for fifteen (15) or more consecutive days may be required to submit to a return to duty physical by a physician designated by the City. This ARTICLE XX applies only

to non-work related (not 111F) illness or injury.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

In the case of non-line of duty sickness, condition or injury for which an employee has been receiving sick leave, if the physician designated by the City and the employee's physician disagree as to the fitness or non-fitness for a return to duty, then the dispute shall be resolved using the following process: he/she will immediately file for a disability retirement through the local Retirement Board. The final determination regarding the employee's fitness for duty, or non-fitness for duty, shall be made by PERAC. The employee may exhaust all of his/her rights or remedies granted in MGL Ch. 32B.

ARTICLE XXI SICK LEAVE BANK

SECTION 1.

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

SECTION 2.

Each member shall contribute two (2) days from his sick leave accumulation annually in order to fund the Sick Leave Bank. Each member may contribute up to one-half his annual earned sick leave. These contributions will not effect any member's participation in the sick leave incentive program.

Members are to notify both Local 1669 and the Chief's office of any additional days that a member wishes to contribute.

All unused days in the Sick Leave Bank shall carry over to the next year. However, at no time shall the number of days in the Sick Leave Bank exceed 300 days.

SECTION 3.

In order to be eligible to apply for the sick leave bank the employee must have in their account 25% of the sick time that he or she could have accrued as of the date of the start of the injury or illness for which the employee is seeking access to the sick leave bank. However, in extraordinary circumstances the Fire Chief and the union president may by agreement, and at their sole discretion, waive this requirement.

The Sick Leave Bank shall be administered by a Sick Leave Board consisting of 2 members: the President of Local 1669 and the Chief of Department. In the event that the member applying to the Sick Leave Bank is a member of the Sick Leave Board, an alternate shall be elected by members of Local 1669.

Any initial grant of sick leave by the Board shall not exceed sixty (60) days. If need continues, re-application to the Sick Leave Board, may be made for extensions up to a maximum of thirty (30) days each. No more than 180 days may be granted to any individual for any one illness or accident. The Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident when an employee's accrued sick leave and 180 days have been exhausted. Such situations will be brought to the attention of the Sick Leave Board by Local 1669 only, whereupon the Sick Leave Board may authorize additional days.

An employee who has received a grant from the Sick Leave Board will, upon the members return to duty, receive five (5) sick leave days from the Sick Leave Bank to be used in the event of illness during the remainder of the year. All remaining unused days will be returned to the Sick Leave Bank.

At the beginning of each calendar year the Sick Leave Board will determine if the annual contribution of sick days by the members will need to be done each year or if the year can be skipped based upon the maximum number of days (300) accumulated in the Sick Leave Bank.

SECTION 4.

Subject to provisions in this agreement, the Board shall utilize the following criteria for administering the Sick Leave Bank and in determining eligibility and amount of leave:

- (1.) Adequate medical evidence, including diagnosis and prognosis of serious illness or injury and expected date of return. This information shall be strictly confidential

within the Sick Leave Board.

(2.) The Sick Leave Board may require a second opinion from an independent physician. The cost of the members co-pay shall be borne by the City.

Any grant of sick leave to a member by the Sick Leave Board will not interfere with any of the normal processes in place that pertain to retirement or disability leave.

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

If need be, the Sick Leave Board will make adjustments to the Sick Leave Bank policies as needed.

ARTICLE XXII RE-OPENER LANGUAGE

If any other bargaining unit in the City of Beverly receives a wage increase for the period of time covered by this Agreement greater than the wage increase contained in this Agreement, the City agrees to re-open this Agreement as to wages only.

If either Police Union receives a change increasing their detail rate in the period of time covered by this Agreement, the City agrees to re-open this Agreement as to detail rates only.

ARTICLE XXIII DURATION

The provisions of this Agreement shall be effective July 1, 2015 except as otherwise provided, and shall continue in full force and effect through June 30, 2018 except as otherwise provided. Upon request, negotiations for a successor contract shall commence on or before January 30, 2018. Upon such request this Agreement, except as hereinafter provided, shall remain in full force and effect until a new agreement is executed, funded and implemented.

The aforementioned continuation clause shall not apply to Article VI.

ARTICLE XXIV. DRUG TESTING POLICY

See Appendix E.

ARTICLE XXV. LICENSE LOSS POLICY

See Appendix F.

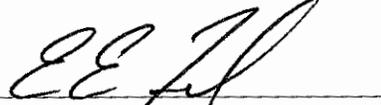
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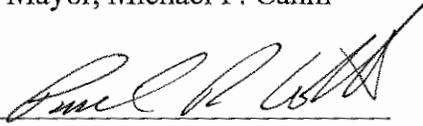
This Agreement entered into this 15 day of Feb. 2018.

City of Beverly

**Local 1669 International Association of
Firefighters AFL-CIO**

By: 
Mayor, Michael P. Cahill

By: 
President,

By: 
Paul R. Cotter, Chief

APPENDIX A- BASE PAY GRID

Weekly Base Pay with EMT Certification

Effective Date	7/1/2014* -0%	7/1/2015 - 2.0%	7/1/2016 - 2.0%	7/1/2017 - 2%
Step 1	1073.70	1118.61	1140.99	1163.81
Step 2	1094.29	1139.62	1162.41	1185.66
Step 3	1114.88	1160.62	1183.83	1207.51
Step 4 MAX	1135.47	1181.62	1205.25	1229.36

Weekly Base Pay without EMT Certification

Effective Date	7/1/2014* -0%	7/1/2015 - 2.0%	7/1/2016 - 2.0%	7/1/2017 - 2%
Step 1	1029.61	1073.64	1095.12	1117.02
Step 2	1050.18	1094.62	1116.52	1138.85
Step 3	1070.78	1115.64	1137.95	1160.71
Step 4 MAX	1091.37	1136.64	1159.37	1182.56

*See contract for 2014 details

**APPENDIX B- CONSENT FOR NON-TREATING
MEDICAL EVALUATION G.L.C.41 IIIF**

CONSENT FOR NON-TREATING MEDICAL EVALUATION G.L.C.41 111F

I, _____, hereby submit to a medical evaluation and/or examination by a physician designated by the City of Beverly regarding the specific life threatening sickness, infectious disease, or injury suffered on:

_____ for which I was granted c. 41 sec. 11 IF benefits by the City of Beverly. I hereby give permission for the City designated physician(s) to perform a physical examination and medical history specific to the injury and if necessary, perform routine non-invasive diagnostic tests in the office regarding the specific life threatening sickness, infectious disease or injury referenced herein. I authorize the City designated physician to release information about the status of my recovery from the life threatening sickness, infectious disease of injury for which I was granted c. 41 sec. 111F benefits and my fitness or non-fitness for duty to my employer.

I further understand that no doctor-patient relationship will be formed between me and 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 an 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- CONSENT FOR NON-TREATING
MEDICAL EVALUATION NON-LINE OF DUTY LIFE
THREATENING, INFECTIOUS DISEASES, SICKNESS
OR INJURY**

**CONSENT FOR NON-TREATING MEDICAL EVALUATION (Non-Line of Duty Life
Threatening, Infections Disease, Sickness or Injury)**

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

I further understand that no doctor-patient relationship will be formed between me and 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 D- VACATION CALCULATION CHART

VACATION CALCULATION CHART

Employees to receive accrued vacation annually according to the chart below:

Length of employment	Five day schedule*	Four day schedule**
less than 1 year	1.2 days per month worked	One day per month worked
over 1 less than 5 years	2 weeks 4 days	12 days
over 5 less than 10 years	3 weeks 2 days	14 days
over 10 less than 11 years	3 weeks 3 days	15 days
over 11 less than 12 years	3 weeks 4 days	16 days
over 12 less than 13 years	4 weeks 0 days	16 days
over 13 less than 14 years	4 weeks 1 days	17 days
over 14 less than 15 years	4 weeks 2 days	18 days
over 15 years	4 weeks 4 days	20 days

* personnel working five day schedule split weeks into five (5) shifts
** personnel working four day schedule split weeks into four (4) shifts

**APPENDIX E- DRUG TESTING/REHABILITATION
POLICY**

CITY OF BEVERLY'S POLICY FOR

ALCOHOL AND SUBSTANCE TESTING/REHABILITATION

The City and the International Association of Firefighters, Local 1669, hereinafter, the "Union" recognize that the mission of the Beverly Fire Department requires the maintenance of a drug and alcohol free work environment effectuated through the use of an employee testing/screening program. Therefore, the City and the Union agree to implement the following testing protocol which shall provide for "probable cause" testing, certain post-incident testing and shall also provide for the rehabilitation of any such employee found to be in violation of this protocol. It is the general intent of the parties to create a humanitarian program where both treatment and discipline are integral components.

1. Probable Cause

Subject to the provisions of this article, an employee shall be subject to testing, if the Chief or Officer in Charge believes there is probable cause that the employee has used, possessed, or is under the influence of alcohol or any substance that would impair the employee's ability to perform his duties, as determined by the Fire Chief or Officer in Charge. If the initial determination is made by the Officer in Charge, he/she shall consult the Fire Chief and they shall jointly decide whether probable cause exists and if the employee should be referred for testing. Determination of "probable cause" shall comport with legally accepted constitutional guidelines under state and federal law. The employee shall be advised by the Chief in writing, (and in a manner which protects the privacy of the employee), of the facts and circumstances constituting his/her determination of "probable cause", and such notice shall also inform the employee of his/her rights and obligations under this article prior to testing.

2. Challenges

If the employee or the Union challenges the probable cause upon which the City relies, the employee must still provide the test sample immediately, according to the procedures and safeguards set forth below. The Union reserves the right to file a Grievance in accordance with the provisions of this Agreement in the event the employee is disciplined or discharged based on the results of the test.

3. Critical Incidents

Subject to the provisions of this article, an employee may be subject to testing if involved in a "critical incident" which is defined as an event which:

(a) Occurs on Department property, on Department business or during working hours;

and

(b) Initially appears to have been caused wholly or partially by the employee's actions;

and

(c) Results in either:

(i) A fatality or

(ii) A serious injury to any person including the employee;

(iii) Damage to property that reasonably appears to be in excess of \$10,000.00.

4. Procedures and Safeguards for Drug Tests

The testing provided for in this article shall be subject to the following procedures:

(a) Testing performed may be urinalysis and/or breathalyzer as determined by the Chief in his or her discretion.

(b) The collection shall be conducted at such location as may be determined by the Chief which may include, at his or her option, by a certified technician from an agreed laboratory, the Beverly Police Department by a certified technician from an agreed laboratory, a collection facility, or a health facility, or collection by some other qualified individual (e.g. breathalyzer operator). Testing shall take place at a laboratory or collection facility that ensures:

(i) The reliability of the samples taken;

(ii) The prevention of tampering with said samples;

(iii) Adequate protection of privacy which shall include the individual's right to provide the sample in a private, but secure, environment so as to assure the reliability and integrity of the samples; and

(iv) It is not Beverly Hospital, unless agreed to by the Union and the Employee.

- (v) The City will attempt to use a laboratory or collection facility that is able to provide test results within 24 hours of a sample being submitted, at a reasonable cost to the City.
- (c) With respect to urinalysis, the testing facility shall split the sample taken in two parts, with one such sample being properly preserved, should a question as to the reliability of the result of the first sample occur. Alternatively, two samples may be taken at the same time. In the event of a positive test, as set forth herein, the employee and/or the Union may have the preserved sample tested by an independent laboratory of their choice, within 48 hours of being notified that the first sample tested positive, subject to section (d) herein.
- (d) Urinalysis testing shall be performed at a laboratory that has been certified by either a state or federal agency to provide such urinalysis testing. In the event the initial urinalysis test is positive, a second method of testing shall be immediately be administered. This second test shall employ a methodology different from the first and the second test shall be equal to the reliability of (GC-MS) Gas Chromatography -- Mass Spectrophotometers or greater.

5. Status of the Employee After Positive Test.

In the event of a positive urine test and/or a positive breath test, the employee will be (in the first instance) relieved of duty and shall use such vacation, sick pay, and/or any other compensable leave to the extent available including sick leave bank, or put on leave without pay if not, until his/her return to work following completion of an employer and Union approved drug rehabilitation program (which may be inpatient or outpatient, including but not limited to counseling). The City may also suspend the employee subject to the provisions of M.G.L. Chapter 31 and/or the parties' collective bargaining agreement.

After successful completion of said rehabilitation program as confirmed by such program or other professional mutually agreed to by the City and the Union, the employee may return to duty subject to Section F. The employee shall be subject to follow up random testing, not to exceed four (4) tests per year, for a period of four years.

In the event of a subsequent (second or more) positive drug or alcohol test, the employee may be subject to immediate disciplinary proceedings, up to and including termination, but shall be availed of all of his/her rights under M.G.L. Chapter 31 and/or the parties' collective bargaining agreement. Only a suspension exceeding six (6) months or termination hereunder may be subject to arbitratable review. If any employee is found to test positive for a prescription drug for which he/she has lawful prescription and which is being taken in accordance with such

lawful prescription and does not affect his ability to perform his job, said employee shall not be subject to discipline under this article.

Testing by the City shall be at the sole expense of the City. Said reporting shall be maintained in a confidential manner and said reports shall only be provided to the Chief,

In the event of a positive confirmed test result, the written test report shall be provided both to the Chief and to the employee, who may provide it to the Union at his/her discretion. In the absence of a confirmed positive report (or a false positive deemed to be a negative) the testing laboratory shall keep all other test results confidential.

6. Voluntary Rehabilitation

Any employee who voluntarily enters a rehabilitation program shall be granted leave with pay to the extent that the employee has accumulated time off available to him/her. If the employee has no such leave available, he/she may be granted leave from the employee sick leave bank subject to the rules and conditions of the sick leave bank.

An employee who completes voluntary rehabilitation shall be returned to duty upon submitting proper clearance to do so from the rehabilitation facility involved. Such treatment shall be paid for by the employee's health insurance program. Any costs over and above that covered by insurance shall be paid by the City. In no event shall voluntary participation in counseling, inpatient, outpatient or other rehabilitation modules be considered as a "first positive" for the purpose of any subsequent discipline imposed pursuant to this overall testing protocol. "Voluntary participation" is defined as participation in rehabilitation that is not the result of a positive test (urinalysis or breathalyzer) as provided for in section 4 herein.

7. Promotion Testing

Candidates/employees selected for promotion will be required to submit to testing in accordance with the procedures contained herein. Failure to successfully pass such test before promotion will disqualify such candidate from promotion.

8. The foregoing policy in no way limits the Chief's ability to discipline the employee separate and apart from any consequences enforced due a positive urinalysis and/or breath test, if the related facts, circumstances, or events warrant discipline. This policy is strictly limited to the issue of a positive urinalysis or breath test.

APPENDIX F- LICENSE LOSS POLICY

License Loss Policy

- A. Driving is a requirement of the job of all City Firefighters. The City requires that employees maintain a valid driver's license. The requirements of this policy are intended to be positive, in that it promotes progressive rehabilitation for the individual rather than simply punishment as a means of deterrence.
- B. This Policy commences on ___ ___ and is not intended to be retroactive. The consequences for loss of license only apply to losses of a driver's license after the enactment of this policy.
- C. "Loss of License" shall include the suspension, revocation, expiration, or any other loss of the employee's driver's license or right to operate a motor vehicle, in any jurisdiction, for any reason whatsoever.
1. The City will not allow any individual to operate a City vehicle, or a personal vehicle while conducting work for the City, without a valid driver's license.
 2. Employees are required to notify their Department Head, or for Police Officers, the Chief of Police, or for members of the Fire Department, the Fire Chief, of any loss of license, in any jurisdiction, immediately. Failure to do so may result in termination.
 3. Leave for any time necessitated by a loss of license will be the sole responsibility of the member and in no way shall there be an additional burden on the City of Beverly to cover the time or position. If the employee is not able to perform his/her job due to the suspension of his/her license, he/she will not be allowed to work and will not be paid. An employee who is not able to perform his/her job due to the suspension of his/her license may use vacation and personal time if he/she has it available.
 4. The consequences of license loss are outlined below. To be counted as a subsequent offense (Second or Third Offense), the subsequent offense(s) must be within a ten year period from the time that the employee's license is reinstated by the Commonwealth of Massachusetts.
- D. First Offense:
1. Written Warning
 2. No Suspension, however, the provisions of C(3) are applicable in that if an employee cannot do his/her job, he or she will not be allowed to work and will not be paid.

The Chief is under no obligation to reassign duties to accommodate an employee whose license has been suspended.

3. The employee is required to participate in the Employee Assistance Program (EAP) and follow the EAP's recommendations and to fully participate in and complete the EAP's recommendations to the satisfaction of the Department Head/Chief.
4. Non-participation or non-compliance with the recommendations of the EAP will result in suspension without pay until the employee fully participates and complies with the EAP recommendations. Failure to participate or comply with EAP recommendations for a period of 30 days may result in termination.
5. The Chief, at his discretion, may depart from the foregoing if circumstances warrant (i.e. accidental non-renewal).

B. Second Offense:

1. 60 day suspension without pay.
2. The employee will return to the EAP and follow its recommendations.
3. The employee is required to participate in the EAP and follow the EAP's recommendations and to fully participate in and complete the EAP's recommendations to the satisfaction of the Department Head/Chief.
4. Non-participation or non-compliance with the recommendations of the EAP will result in suspension without pay until the employee fully participates and complies with the EAP recommendations. Failure to participate or comply with EAP recommendations for a period of 15 days may result in termination.

F. Third Offense:

1. Automatic termination

G. The foregoing Offense Consequences/Steps apply only to a loss of license that does not exceed 90 days. In the event that an employee has a license loss that exceeds 90 days, the Chief/Department Head may impose such consequences, including termination, as the Chief/Department Head deems appropriate under the circumstances.

H. The foregoing policy in no way limits the Chief's ability to discipline the employee separate and apart from any consequences enforced due to the loss of license, if the facts, circumstances, or events that led to the suspension warrant discipline. This policy is strictly limited to the issue of loss of license.

APPENDIX G- PERFORMANCE STANDARDS

Employee Evaluation Overview Guide

City of Beverly Fire Department Employee Evaluations Overview Guide General

Considerations and Guidelines

The evaluation of an employee's daily work activities is an important means for management and the employee to ensure that continued high standards of performance are achieved. The intent of employee evaluation is to provide feedback to the employee about his/her level of performance in order to:

1. allow the employee to work towards improving any recognized deficiencies;
2. allow the employee to realize that the Department recognizes outstanding performance;
3. promote a feeling of confidence by the employee regarding the fairness and value of the process;
4. provide the Department with an accurate measure of employee performance for the purpose of ensuring qualitative and quantitative service to the City of Beverly.

Procedures for Employee Evaluation

Once each year, each employee of the Beverly Fire Department will be evaluated. The employee's immediate supervisor (referred to as the Evaluator) will conduct the evaluation. This evaluation will be based on the position and assignment of the employee for the previous six- (6) month period. The Employee Evaluation Review Form (EERF) (see attached copy) will be filled out completely and signed by the Evaluator. The employee being evaluated will be given a copy of the form and called for a feedback session after the Evaluator completes the EERF. The employee will be given notice prior to the call back session. Upon satisfactory completion the EERF will be sent to the Chief for signature and placement of the form in the individual's personnel file. The areas to be evaluated and discussed include the following:

1. **Job Knowledge:** This factor measures the knowledge of accepted work practices necessary for satisfactory or above average performance of duties. Depending on the job, this factor may concern such elements as knowledge of operating procedures, necessary paperwork involved in the job, techniques or equipment involved in the performance of the job or other related tasks performed. This may include information secondary to the actual performance of the job, such as knowledge of street locations enroute to an emergency scene, etc.

2. **Quality of Work:** This factor measures the degree of accuracy with which an employee performs his/her work. It concerns such elements as attention to job procedures and reliability in meeting commitments.
3. **Quantity of Work:** This factor measures job productivity. It concerns the ability of an employee to complete his/her scheduled work.
4. **Adaptability:** This factor measures an employee's versatility and ability to cope with unfamiliar work. It concerns such elements as learning speed, ability and willingness to deal with new assignments, and interest in broadening job knowledge.
5. **Independence:** This factor measures an employee's ability to perform his/her job with a minimum of supervision. It concerns such elements as judgment, initiative, and ability to make decisions based on experience and skills.
6. **Work Relationships:** This factor measures an employee's ability and willingness to get along with peers, supervisors, and persons from the public and private sector that they come in contact with.
7. **Safety:** This factor measures an employee's attention to, and a willingness to follow, any safety procedures or details relating to their own job and to any other duties required of them. Also, the ability to recognize and to act on resolving any observed unsafe conditions
8. **Appearance/Neatness:** This factor deals with an employee's general appearance while on the job. It concerns such elements as cleanliness; personal grooming, neatness of clothing and wearing the prescribed Department uniform.

Additionally, the following areas will be completed for all supervisory personnel:

9. **Leadership:** This factor measures the supervisor's ability to communicate objectives, inspire motivation and teamwork and to build and maintain morale.
10. **Planning and Organization:** This factor measures the supervisor's ability to anticipate conditions, plan ahead, and establish priorities and meet schedules.
11. **Development of Subordinates:** This factor measures the supervisor's ability to give instruction and guidance, delegate effectively and attention given to evaluation and training.

Evaluator Responsibility: All supervisors who conduct employee evaluations have a responsibility to both the employee and Department to adhere to the following criteria throughout the process:

- a thorough knowledge of the duties and responsibilities of the employee(s)
- objectivity
- fairness
- impartiality
- documentation and
- disregard for previous performance problems, which did not occur during the rating period.

The evaluation shall be based strictly on rating the employee regarding the eleven- (11) categories listed. Personal feelings shall not enter into the process at any time.

Supervisors shall attempt to provide training and/or counseling to their subordinates as a means for improvement.

When supervisors are being evaluated for job performance, their ability to make proper and fair evaluations of their own subordinates shall be considered, and this evaluation shall become part of the supervisor's record.

It shall be the responsibility of the Department to provide each supervisor (Evaluator) with training in how to conduct a proper performance evaluation on their subordinates.

For the purposes of this Employee Evaluation Program the following information about supervisory positions is to be used:

- Lieutenants supervise firefighters on their assigned apparatus and group
- Captains supervise Lieutenants assigned to their group and firefighters assigned to Engine 1 and rescue 1 on the Captain's group
- Captains are supervised by the Deputy Chief
- Fire Prevention Officer is supervised by the Deputy Chief

Rating and Summary Evaluations: The Evaluator shall apply the following ratings to each category of the evaluation and to the overall summary evaluation:

1. **Outstanding:** Applies to performance that significantly exceeds expected results (specific details must be included with the form).
2. **Fully Satisfactory:** Applies to performance that exceeds expected standards.
3. **Satisfactory:** Applies to performance that meets expected standards.
4. **Needs Improvement:** Applies to performance that is lacking in one or more areas, but which is generally acceptable. This rating implies that the employee has exhibited the potential to perform at the Satisfactory level.

5. **Unsatisfactory:** Applies to performance that is significantly below average. This rating indicates that performance is unacceptable and warrants some sort of administrative action (specific details must be included with the form).

Prior to the beginning of a "Rating Period" it shall be the responsibility of the Evaluator to ascertain that the employee fully understands their job responsibilities and the evaluation process, including the fact a "rating" could occur at any time during the "Rating Period" if it is deemed necessary.

If an employee's performance is obviously being deemed as Unsatisfactory throughout the "Rating Period", the employee shall be notified in writing of this fact at least ninety (90) days prior to the end of the reporting period by the supervisor. This notification will be placed in the employee's personnel file and will remain there until time of the formal evaluation.

Upon completion of the evaluation the Evaluator shall complete the Employee Evaluation Review Form and submit it to the Chief. The Evaluation Review Report will then be reviewed and signed by the Chief and a copy placed into the employee's personnel file.

Feedback/Counseling Session: Following review at the Chief's level, the Evaluator shall schedule a Feedback/Counseling session with the employee. The employee may choose to comment in writing on the form, or on an attachment, concerning the entire evaluation or any specific area. The signature of the employee does not necessarily indicate his/her agreement with the evaluation only that he/she has read the evaluation report. A copy of the evaluation report will be given to the employee if so requested.

Review at the Chief's Level: The employee shall be afforded the opportunity to dispute the evaluation or any portion of it, by requesting a review with the Chief. It is the Chief's responsibility to determine whether the report is fair and accurate. The employee shall be provided with a copy of both the report and review (if applicable).

Utilization and Retention of Reports: Employee Evaluation reports shall be used by the administration to assist to identify areas that may require retraining, to help the employee determine personal career goals and objectives, to assist in the selection of employees for advanced training, and to aid in selecting employees for special assignments. Additionally they will become one of the factors considered for Civil Service promotions within the Beverly Fire Department.

Job Descriptions: To ensure that all Evaluators use the same standards for evaluations, job descriptions for each rank and specialty are included as part of the Employee Evaluation Program. These job descriptions are found in the Employee Evaluation Review Form Guide section.

Employee Evaluation Form: the Employee Evaluation Review Form is attached as a separate document.

Review Form Guide

City of Beverly Fire Department Employee Evaluation Review Form Guide

Part 1 – Job Performance

Employee Rating Instructions

Each factor in Part 1 is divided into descriptive phases indicating varying levels of performance. Evaluate each employee on those factors, which are relevant to his/her job. For each relevant factor circle the choice that more closely describes your observation of the employee's performance over the total evaluation period. Ratings should reflect an objective evaluation of the employee's actual performance rather than their potential. Each rating **must** be accompanied by specific details attached on a separate sheet.

A Job Knowledge: How well does the employee know the job?

5. **Outstanding:** Exceptional and diversified knowledge, understanding of job and related tasks.
4. **Fully Satisfactory:** Well informed on job and related work, rarely needs assistance and instruction but asks when it will save time.
3. **Satisfactory:** Good understanding of job and related work.
2. **Needs Improvement:** Knows job fairly well, regularly requires supervision and instruction. Shows desire to improve.
1. **Unsatisfactory:** Limited job knowledge. Shows little desire or ability to improve.

B Quality of Work: Consider accuracy, thoroughness and dependability in performing job duties correctly and completely

5. **Outstanding:** Maintains high standards. Exceptionally accurate and thorough.
4. **Fully Satisfactory:** Consistently accurate and reliable. Seldom makes a mistake.
3. **Satisfactory:** Normally thorough with minimum of errors.
2. **Needs Improvement:** Work is occasionally inaccurate or incomplete.
1. **Unsatisfactory:** Errors/omissions are frequent.

C Quantity of Work: Consider amount of work regularly produced; output.

5. **Outstanding:** Produces an exceptionally large volume of work.
4. **Fully Satisfactory:** Accomplishes more than required on consistent basis.
3. **Satisfactory:** Output of work is sufficient for job requirements.
2. **Needs Improvement:** Completes fewer assignments than normally expected.
1. **Unsatisfactory:** Output of work is inadequate to meet requirements of job.

D Adaptability: Consider ability to anticipate conditions and apply common sense to solution of problems.

5. **Outstanding:** Exceptionally innovative in resolving simple to complex problems and coming up with new ideas.
4. **Fully Satisfactory:** Strong, creative approach to problem solving and developing of new solutions
3. **Satisfactory:** A solid reflection of what needs to be done and how to do it.
2. **Needs Improvement:** Unable to function without having tasks clearly defined by supervisor
1. **Unsatisfactory:** Needs constant guidance.

E Independence: Consider effort applied to assignments; seeking out assignments

5. **Outstanding:** Self-starter consistently seeks additional responsibility and finishes work ahead of schedule.
4. **Fully Satisfactory:** Accepts and carries out assigned responsibilities in consistent manner with minimum supervision.
3. **Satisfactory:** Usually goes ahead on own judgment. Occasionally seeks added responsibility.
2. **Needs Improvement:** Requires prompting to complete minimum requirements.
1. **Unsatisfactory:** Wastes time. Does not seek work. Requires constant supervision.

F Work Relationships

5. **Outstanding:** Shows superior strength in developing relationships with people, encourages others to express their point of view.
4. **Fully Satisfactory:** Very considerate, helpful and tactful in interacting with other people.
3. **Satisfactory:** Deals with others in an appropriate manner. Adapts readily to changes in work environment.
2. **Needs Improvement:** Tends to have difficulty working with others and following instructions of supervisor.
1. **Unsatisfactory:** Frequently antagonizes those with whom employee comes in contact.

G Safety

5. **Outstanding:** Consistently practices, actively promotes safety on the job. Offers suggestions to improve safety, remedies unsafe situations immediately.
4. **Fully Satisfactory:** Is familiar with safety rules and does not deviate from them.
3. **Satisfactory:** Familiar with safety rules. Deviations are infrequent.
2. **Needs Improvement:** Deviates from safety rules on the job. Exposes self to potential accidents or potential damage to tools or equipment.
1. **Unsatisfactory:** Deviation from department safety regulations on the job. Causes or exposes others to serious accidents.

H Appearance

5. **Outstanding:** Uniform neat, well pressed. All insignia, name tag, badge and service pin(s) worn, shoes/work boots polished, etc.

4. **Fully Satisfactory:** Uniform neat, well pressed. Insignia, name tag, badge and service pin(s) usually in place and worn.
3. **Satisfactory:** Uniform worn. Insignia, name tag, badge and service pin(s) occasionally missing.
2. **Needs Improvement:** Uniform dirty, wrinkled. Insignia, name tag, badge and service pin(s) not worn/missing.
1. **Unsatisfactory:** Department uniform not worn.

Part 2 – Specific Skills

Complete for Supervisory Personnel Only

I Leadership

5. **Outstanding:** Respected, inspiring leader. Generates unusually high degree of cooperation, productivity.
4. **Fully Satisfactory:** Motivates employees to perform effectively. Capable, consistent leader.
3. **Satisfactory:** Generally motivates employees to satisfactory performance.
2. **Needs Improvement:** Tends to be inconsistent in instructions. Has some difficulty exercising authority and control over subordinates.
1. **Unsatisfactory:** Unable to effectively direct work or command respect of subordinates. Has difficulty communicating objectives.

J Planning and Organization

5. **Outstanding:** Consistently displays unusual flexibility in planning and coordinating work. Can be relied upon to be ahead schedule.
4. **Fully Satisfactory:** Versatile in approach to establishing priorities, dealing with changes and coordinating activities. Consistently can be relied on to meet schedule.
3. **Satisfactory:** Able to plan work schedules with assistance. Usually meets scheduled deadlines with little prompting.
2. **Needs Improvement:** Needs much assistance in planning work duties and schedules. Does not often meet schedule. Must be reminded to complete assignments.
1. **Unsatisfactory:** Supervisor cannot plan work assignments and does not complete assignments even after being reminded.

K Development of Subordinates

5. **Outstanding:** Able to plan assignments to maximize employee performance and potential in an outstanding manner.
4. **Fully Satisfactory:** Effectively uses employee's capabilities and provides strong guidance to develop subordinates.
3. **Satisfactory:** Generally knows the capabilities of subordinates and makes assignments and delegates accordingly.
2. **Needs Improvement:** Has difficulty delegating responsibility effectively. Gives little attention to development of subordinates.
1. **Unsatisfactory:** Does not delegate responsibility. Pays no attention to development of subordinates

Review Form

**City of Beverly Fire
Department
Employee Evaluation Review Form**

The following Employee Evaluation Review Form is a tool to be used by you and your supervisor to evaluate your performance during the evaluation period listed below. This evaluation review is intended to provide you with an opportunity to speak directly with your supervisor about your performance and also to discuss future expectations. At the conclusion of the interview, your supervisor will complete the Employee Evaluation Review Form and ask you to sign the Form to indicate that you have seen and discussed the information on the form. The Review Form and all other material considered relevant will be turned in to the Chief of the Department.

If you disagree with the evaluation you should sign the Review Form and in the comment space provided add any comments you have about the review. Your signature does not mean that you agree with the review only that you have seen and discussed the evaluation with your supervisor. You may also submit a request in writing for a re-evaluation from your supervisor, if you still disagree with that evaluation, you may submit a request in writing to the Chief for re-evaluation. Any questions that you have regarding the evaluation process may be directed to your supervisor or the Chief of the Department.

Employee _____ Rank _____

Evaluator _____ Rank _____

Evaluation Period: From _____ To _____

Employee: A copy of this report has been reviewed and explained to me; my signature does not necessarily indicate agreement with the evaluation.

Employee signature

Date

Chief: This Employee Evaluation Review Form has been reviewed and signed by the employee and will be placed in their personnel file after it is reviewed by the Chief.

Chief signature

Date

Employee Evaluation Review Form

Employee: _____

Evaluation period from _____ to _____

All ratings must be accompanied by specific details attached on a separate sheet.

	Outstanding	Satisfactory		Needs Improvement	
1. Job Knowledge	5	4	3	2	1
2. Quality of Work	5	4	3	2	1
3. Quantity of Work	5	4	3	2	1
4. Adaptability	5	4	3	2	1
5. Independence	5	4	3	2	1
6. Work Relationship	5	4	3	2	1
7. Safety	5	4	3	2	1
8. Appearance/Neatness	5	4	3	2	1

Supervisory Personnel Only

9. Leadership	5	4	3	2	1
10. Planning/Organization	5	4	3	2	1
11. Development of Subordinates	5	4	3	2	1

Employee's initials: _____

Date: _____

Employee Evaluation Review Form

Employee: _____

Evaluation period from _____ to _____

Supervisor's Comments:

I have personally reviewed and explained this Evaluation Review Form to the employee.

Signature

Date

Employee's Comments:

I have read and understand this Evaluation Review Form.

Signature

Date