

AGREEMENT BETWEEN THE

CITY OF BEVERLY

AND FIRE ALARM DIVISION

BEVERLY FIRE DEPARTMENT LOCAL 1669

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

EFFECTIVE JULY 1, 2018 – JUNE 30, 2021

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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, Massachusetts, 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 regular, full time uniformed members of the Fire Alarm Division, Public Safety Telecommunicator and Fire Alarm Operator, Beverly Fire Department but excluding the Chief of the Fire Department. This unit shall not include any employees of the Beverly Dispatch Center ("BDC") or any joint civilian dispatch operation created and run by the City of Beverly by or under any other name. 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.

Subject to the provisions of the attached side letter, executed on December 6, 2016, 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 the 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.

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.

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 which must have been submitted to the Employer.

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

ARTICLE IV: GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance which may arise between the parties 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 representative, with or without the aggrieved employee, shall take up the grievance with the Principal Fire Alarm Operator in charge at the time of the grievance within eight (8) calendar days of the date of 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 Principal Fire Alarm Operator shall attempt to adjust the matter and shall respond to the Steward within four (4) calendar days after the submission of the grievance to him in Step 1.

Step 2:

If the grievance has not been settled in Step 1, it shall be taken up with the Chief or his designated representative, within four (4) calendar days after the Principal Fire Alarm Operator's response is due. Such grievance shall be submitted in writing. The Chief, or his designated representative, shall respond to the Steward in writing within four (4) calendar days after the submission of the grievance to him in Step 2.

Step 3:

If the grievance still remains unsolved, it shall be presented to the Mayor or his designated representative within seven (7) calendar 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) calendar days following receipt of the written grievance.

Step 4:

If the grievance is still unresolved, either party may, within fifteen (15) calendar 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, is 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 final waiver and abandonment of the grievance. Failure of the Principal Fire Alarm Operator, the Chief or the Mayor to reply to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step, and starting the time period within which the grievance must be advanced or waived.

The time limits specified may be extended only by mutual agreement of the parties in writing in each instance to a date certain. Failure to specify such date shall make any such extension ineffective. By agreement of the parties, a grievance may be mediated before arbitration is filed, however, any such agreement to mediate shall not automatically toll the running of this 30-day period, which may be extended only according to the first two sentences of this paragraph.

The provisions of Article 2 or allegations of any statutory violations shall be grievable but not arbitrable. The parties, by written agreement only in any case, may make an exception for a specific matter to be arbitrable notwithstanding this non-arbitrability clause, after the applicable statute of limitations for filing a legal or statutory claim has run. Any such agreement shall establish a date certain by which any arbitration must be filed. Failure to specify such date shall make any such agreement ineffective and unenforceable. Nothing herein shall be deemed to create an obligation on the part of the City to file for arbitration.”

ARTICLE V: PAY SCALE

Section 1: Base Pay

Base pay shall be increased in accordance with the following schedule:

July 1, 2018 — June 30, 2019	1%
July 1, 2019 — June 30, 2020	2.5%
July 1, 2020 — June 30, 2021	2.5%

The annual wage of the Principal Fire Alarm Operator shall be fifteen (15%) percent above the maximum of the Fire Alarm Operator's annual maximum wage. The annual wage of the Assistant Principal Fire Alarm Operator shall be seven and one half (7.5%) percent above the maximum of the Fire Alarm Operator's annual maximum wage.

Section 2: Progression

An employee shall be eligible to advance from one pay step to the next after one year of continuous service in each step (5 years maximum). Increments may be withheld for unsatisfactory performance. The assistant principal fire alarm operator position shall be designated to the senior fire alarm operator; if that operator refuses, it shall be designated to the next senior fire alarm operator, and so on.

Section 3: Longevity

1. 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

Said monies shall be applicable to retirement benefits.

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

3. The amount of longevity increment to which an employee is entitled shall be based upon the employee's length of accumulated full time service in the employ of the City of Beverly as of December 31st of the calendar year involved. Effective the date of the signing of this Agreement, intermittent employees shall accumulate service for longevity purposes based on actual hours worked.

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

Section 4: E.M.D. Stipend

All full-time Fire Alarm personnel that have Emergency Medical Dispatch Certification current and in good standing shall receive an annual stipend of five hundred dollars (\$500.00). Said stipend shall be paid on the first pay period in March of each year. Employees must re-certify every two years in order to be eligible for this stipend. The Assistant Principal Fire Alarm Operator shall track said certifications and provide a list of employees eligible for said stipend to the fire department administrative office two weeks prior to the designated pay period for said stipend.

The E.M.D. stipend shall be increased over the term of the Contract from \$500 to \$1050 in accordance with the following timetable:

- i. Upon execution and ratification: \$250
- ii. July 1, 2019: \$150
- iii. July 1, 2020: \$150

All Fire Alarm personnel must have E.M.D. certification as a condition of employment.

Section 4a: Dispatcher Certification Stipends:

All full-time Fire Alarm personnel that achieve any of the following three certifications will be paid three hundred dollars (\$300.00) per certification. Said stipend shall be paid on the third pay period in March on an annual basis. Employees must maintain these certifications, as required by the certifying agency, in order to qualify for the annual stipend. Effective July 1, 2019, the stipend for each certification shall be increased from \$300 to \$425 per certification.

APCO FIRE DISPATCH
APCO POLICE DISPATCH
APCO DISPATCH SUPERVISOR

As a condition of employment, all Fire Alarm personnel employed as of July 8, 2019 must have APCO Fire Dispatch certification by December 31, 2019, and any employees hired after such date must obtain such certification within 30 days of being hire unless such deadline is extended in writing by the Fire Chief.

Only the Chief of Department may approve a substitute equivalent course for any of the three certifications listed.

The Assistant Principal Fire Alarm Operator shall track said certifications and provide a list of employees eligible for said stipend to the fire department administrative office two weeks prior to the designated pay period.

Section 4b:

The following stipend is for work performed by Beverly Fire Department dispatchers in relation to the District 5 mutual aid system. The mutual aid system in Fire District 5 is currently coordinated by dispatchers of the Beverly Fire Department.

The Essex County Fire Chiefs Association, which governs the District 5 mutual aid system, has agreed to allow the City of Beverly to use technology and equipment received from a Federal grant to better perform duties related to dispatch of fire apparatus within the City of Beverly and Fire District 5. In acknowledgement of this use of technology and equipment the Beverly Fire Department will do the following:

1. Make an annual payment of \$1000 to each full-time fire alarm dispatcher for their work with the District 5 mutual aid system.
2. Said payment shall be made on the 2nd pay period in December of each year.
3. This annual payment is subject to funding within the budget each Fiscal Year recognizing that the City of Beverly controls funding for the Fire Department budget.

Said payment will end when this function is no longer handled by the Beverly Fire Alarm Dispatchers.

ARTICLE VI: SHIFT DIFFERENTIAL

Employees who bid into and are regularly assigned to evening and/or night shifts shall receive, in addition to their regular weekly salary, a shift differential of:

- A. \$21.71 per week for the evening shift
- B. \$43.41 per week for the night shift

The above differentials shall be prorated based on the number of evening and/or night shifts an employee is actually assigned to. See chart below for examples of how differential is prorated.

Shifts Based on 4 on 2 off schedule

		Weekly diff rate		
		Evening	Night	Day
		\$ 21.71	\$ 43.41	\$ -
Example 1	Bid Shifts	4	0	4
	Weekly Diff Received	\$ 21.71	\$ -	\$ -
Example 2	Bid Shifts	0	4	0
	Weekly Diff Received	\$ -	\$ 43.41	\$ -
Example 3	Bid Shifts	0	0	4
	Weekly Diff Received	\$ -	\$ -	\$ -
Example 4	Bid Shifts	2	2	0
	Weekly Diff Received	\$ 10.86	\$ 21.71	\$ -
Example 5	Bid Shifts	2	0	2
	Weekly Diff Received	\$ 10.86	\$ -	\$ -
Example 6	Bid Shifts	0	2	2
	Weekly Diff Received	\$ -	\$ 21.71	\$ -
Example 7	Bid Shifts	1	1	2
	Weekly Diff Received	\$ 5.43	\$ 10.85	\$ -

The shift differential shall apply to overtime. The shift differential shall not apply to "swaps."

ARTICLE VII: OVERTIME

If an employee shall be required to be on duty for any period in excess of his regular hours of duty as from time to time established, he may be given time off equal to such period of overtime duty, or if time off cannot be given by reason of personnel shortage or other cause, he shall be paid for such period of overtime duty at such hourly rate as may be determined by the authority in charge of the Fire Department, which rate shall in no event be less than one and one half of the basic hourly rate of his regular compensation for his average weekly hours of regular duty.

Employees shall be allowed to use earned compensatory time, up to a maximum of seven (7) full shifts per annum that create overtime within the Fire Alarm Office. Employees regularly scheduled on the evening or overnight shift (4 PM to 8 AM) may use an additional five (5) full shifts of compensatory time per year that create overtime. Additional compensatory time may still be used at any time that it does not create overtime.

Employees shall be permitted to work two (2) consecutive tours of duty on a volunteer basis, setting a maximum of sixteen and one half (16.5) hours worked within one twenty-four (24) hour period.

No employees shall be required to work two consecutive tours of duty, except in extreme emergencies.

Employees required to work overtime for any reason, shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

Anything contained in this Agreement to the contrary notwithstanding, overtime, if and when assigned, is mandatory.

ARTICLE VIII: CLOTHING

Each member of the bargaining unit will be allowed an annual clothing allowance in the total amount of five hundred dollars (\$500.00), paid within forty-five (45) days after August first of each fiscal year in the form of a check.

The clothing allowance provided herein shall be granted only so long as the City requires the wearing of a uniform.

ARTICLE IX: WORK SCHEDULE

The work schedule for each employee shall be as directed by the Chief of the Fire Department, and shall be for a forty (40) hour week.

The Principal Fire Alarm Operator shall apportion all work among subordinates as equitable as practicable.

Scheduled shifts shall be assigned as determined by a bidding process. Bidding will be based on seniority. The bidding process shall be repeated annually and be completed by December 1st of each year. Employees shall be permitted to switch shifts with each other at any time as agreed upon by both parties involved. Notification of shift swapping shall be provided in advance to the Principal Fire Alarm Operator.

ARTICLE X: 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 fourteen (14) days' vacation annually with pay. For more than five (5) years of employment, but less than ten (10) years of employment, the employee shall receive seventeen (17) days' vacation annually with pay. For more than ten (10) years of employment, but less than eleven (11) years of employment, the employee shall receive eighteen (18) days' vacation annually with pay. For more than eleven (11) years of employment, but less than twelve (12) years of employment, the employee shall receive nineteen (19) days' vacation annually with pay. For more than twelve (12) years of employment, but less than thirteen (13) years of employment, the employee shall receive twenty (20) days' vacation annually with pay. For more than thirteen (13) years of employment, but less than fourteen (14) years of employment, the employee shall receive twenty-one (21) days' vacation annually with pay. For more than

fourteen (14) years employment, but less than fifteen (15) years employment, the employee shall receive twenty-two (22) days' vacation annually with pay. For more than fifteen (15) years of employment, the employee shall receive twenty-four (24) days' vacation with pay.

For the purposes of this section a day is defined as 1/5th of a normal work week that would have five (5) work days and two (2) days off in any one seven day period.

Section 2:

After completing twelve (12) months of employment, newly hired employees will receive 1.2 vacation days per month until the next July 1st, at which time they will receive the full complement of vacation due to an employee in the 1-5 year bracket.

Section 3:

If an employee, while on vacation, sustains a death in his immediate family, the five (5) 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 by the Chief.

Section 4:

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.

Section 5:

It is agreed that employees may carry ten (10) days of vacation forward from one (1) year to the next provided, however, that they may only carry these days forward for one (1) year and they must be used in the year following that which they are carried over from.

ARTICLE XI: SICK LEAVE

Section 1.

- A. Employees shall accumulate sick time in the following manner: Compensation for sickness or other disability shall be limited to 1.25 days each month of service in the proceeding twelve (12) months, but not more than fifteen (15) days in any twelve month period. Holidays and other days are not included in the normal workweek 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. (50% of one hundred and fifty (150) for buy back purposes). An employee who has accumulated more than 200 days as of 5/1/2016 is grandfathered for purposes of maximum accumulation at the amount he/she has accumulated as of that date and may continue to accumulate up to the amount he/she had as of that date (5/1/2016).

- 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 (5) 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 8.5 hour shift equals one day.)

Section 2.

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

The employee or his heirs, administrators, executor or assigns shall receive fifty percent (50%) of 150 of his/her accumulated, unused sick leave payable at a rate of pay applicable at the time of his retirement or death.

An employee who has accumulated more than 150 days as of 5/1/2016 is grandfathered at the amount he/she has accumulated as of that date and may convert up to one half (1/2) of his accumulated sick pay on retirement, but in no event can an employee grandfathered under this clause convert more than 1/2 of 200 days, or half of the amount at which the employee is grandfathered, whichever is less.

ANNUAL SICK LEAVE INCENTIVE

Section 1:

All fulltime employees shall be eligible to participate in the Sick Leave Incentive Program. Employees who elect to participate in the ASLIP shall receive an annual incentive based on the following schedule:

0 days used	5 day bonus
1 days used	4 day bonus
2 days used	3 day bonus
3 days used	2 day bonus
4 days used	1 day bonus

5 days used

0 day bonus

If employee chooses to buy back any time (5 days or less) it will be deducted from fifteen (15) which is the annual sick time accumulated and the remainder will be accredited to employee's sick time total.

No later than June 30th of each year, employees who are interested in selecting the City's sick leave incentive program, shall by written notification to the Human Resources Department and copy to the Chief, indicate their desire to change to the sick leave incentive program for the following year.

Once the employee has opted for or changed to the sick leave incentive program, shall for the rest of their career, remain in the sick leave incentive program. Immediately upon notification the employee's sick leave accumulation shall be computed at 1 1/4 days per month for twelve (12) months. All employees hired after January 1, 1999, shall automatically accumulate fifteen (15) sick days per year and participate in the ASLIP.

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 affect 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.

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.

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 Sick Leave Board.

RETURN TO WORK EXAM

Subject to the Human Resource Director's discretion, all employees, when requested, shall submit to a return to work exam by a doctor designated by the City. The employee must fill out and sign the medical release form provided by the City to release medical records pertaining to his/her injury, treatment and prognosis only.

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

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

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

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

5. In the case of a non-work related sickness, condition or injury for which an employee has been receiving sick leave, if the physician designated by the City and the employee's physician disagree as to the fitness or non-fitness for a return to work and they are unable to resolve their differences of opinion after consultation, then the dispute shall be submitted to an independent physician picked by the employee's treating physician in consultation with the City's physician (practicing in the area of medicine at issue) for a binding determination of the question submitted. The decision of the third physician shall be final and binding. If the third physician agrees with the employee's doctor's note the City shall credit the employees sick leave account the amount of sick days utilized up to the employee's return to active employment. If the third physician agrees with the City's doctor, the employee shall remain on sick leave until such time as he/she is cleared for duty.

OPEB

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

ARTICLE XII: FUNERAL LEAVE

Section 1:

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 shall be allowed five (5) consecutive days absence with pay and without benefit loss, provided:

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

B. Immediate family shall include: spouse, child, grandchild, father, mother, sister, brother, grandparent, spouse's grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchildren, stepparents, or any person living in the employee's immediate household. One bereavement day 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.

ARTICLE XIII: PERSONAL LEAVE

Each employee shall be granted four (4) days of Personal Leave per fiscal year, to be taken at the employee's discretion.

ARTICLE XIV: 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 a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2:

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 five (5) man working days.

ARTICLE XV: BULLETIN BOARDS

The City shall provide bulletin boards, not larger than 30" x 40" with space for 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.

ARTICLE XVI: HOLIDAYS

There shall be twelve (12) paid holidays. Said holidays shall be New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Patriots' Day, Memorial Day, Firefighters Memorial Sunday, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

ARTICLE XVII: HEALTH AND SAFETY

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

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

ARTICLE XVIII: HEALTH INSURANCE

Health insurance is provided for in the Municipal Health Insurance Agreement dated January 10, 2012.

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

The City agrees to provide life insurance coverage under the present program at ten thousand dollars (\$10,000.00) per employee with the City paying fifty percent (50%) of the cost of the increased premium and the employee paying fifty percent (50%) of the increase. The foregoing section on life insurance is provided that the same is permitted by General Laws. In addition, thereto, employees may purchase at one hundred percent (100%) of the cost additional life insurance beyond this Agreement at its full expense up to and including his/her maximum base pay.

ARTICLE XIX: 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 Fire Alarm Office for a period of not less than thirty (30) days. Any objections to the seniority list as posted, shall be reported to Fire Department Administrative Office within ten (10) days or it shall stand approved.

ARTICLE XX: SAVINGS CLAUSE

Section 1:

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

Section 2:

All job benefits, privileges or working conditions existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit privileges 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 any such benefit, privilege, or working conditions not otherwise in conflict with any other provisions of the Agreement. This section shall be inapplicable to job benefits, privileges and working conditions bargained away by the Local in the course of future bargaining.

ARTICLE XXI: DISCIPLINE AND DISCHARGE

An employee who has completed his/her one (1) year 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.

ARTICLE XXII: EDUCATION

All employees shall be required to, from time to time but at least annually, attend and participate in courses, seminars or other educational forums presented by or on behalf of consequent enhancement of employee knowledge resulting in improved efficiency for the operations of the City. Opportunities to attend training shall be granted based on seniority and then on prior attendance, similar to the distribution of overtime. For this purpose, the Principal Fire Alarm Operator shall maintain a list of training sessions attended by each employee. Said list shall be updated annually, by July 1.

ARTICLE XXIII: FAMILY AND MEDICAL LEAVE ACT

Leaves taken under this Agreement for reasons covered by any state or federal law, will be considered FMLA/statutory leave as well as leave under this Agreement and leave under any other applicable state and federal law, and will be deducted from the employee's statutory leave entitlement.

ARTICLE XXIV: MILITARY LEAVE

The City will comply with the requirements of all State and Federal laws with respect to employees who are called to serve in the armed forces of the State of Massachusetts or the United States.

ARTICLE XXV: 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 alarm 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 exclusive

in the City, subject to M.G.L. c. 31, c. 150E and grievance an 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 statues 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 XXV: MISCELLANEOUS

Section 1: Lack of Valid Driver's License.

Employees shall notify their supervisor in the event of any loss, suspension, revocation, and/or other lack of valid driver's license. Such notification shall occur before or at the start of the employee's next shift.

Section 2: Computer Use and Social Media Policies.

The Union agrees that its members will comply with the Computer Use and Social Media Policies attached as Exhibits A and B (to be modified to include the language set forth in JLMC-18-6605 Award) to the parties MOA, executed July 8, 2019, as may be amended from time to time by the City.

Section 3: Direct Deposit

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

Section 4: Paperless Pay System.

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

ARTICLE XXVII: DURATION

This Agreement shall become effective July 1, 2018 except as otherwise provided herein,

and shall continue in full force and effect until June 30, 2021, unless terminated earlier by operation of the provisions in the attached side letter. Unless the Agreement is terminated by operation of the attached side letter, negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 1, 2021, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Employer and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

This Agreement is subject to the following:

1. Ratification by both the City and the Union; and,
2. An appropriation by the City Council each year of sufficient monies to fund the cost increases for such year of this Agreement.

Local 1669
International Association of Firefighters

City of Beverly
By:

By: 
Jason Martocchio


Mayor Michael P. Cahill


Julie Ward Brady

Dated Oct 31, 19

Dated 11/27/19