

Agreement

between

The City of Beverly

and

The American Federation of State, County

and Municipal Employees, AFL-CIO

State Council # 93, Local # 2894

CUSTODIANS

July 1, 2018 – June 30, 2021

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	14
ARTICLE 2 – DISCRIMINATION AND COERCION	14
ARTICLE 3 – MANAGEMENT RIGHTS	14
ARTICLE 4 – EVALUATION.....	14
ARTICLE 5 – UNION DUES AND INITIATION FEE.....	22
ARTICLE 7 – JUST CAUSE	22
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE	22
ARTICLE 9 – JOB POSTING / SENIORITY.....	33
ARTICLE 10 – PAY SCHEDULE.....	44
ARTICLE 11 – HOURS OF WORK.....	4
ARTICLE 12 - OVERTIME.....	55
ARTICLE 13 – VACATION.....	6
ARTICLE 14 – HOLIDAYS	6
ARTICLE 15 – PERSONAL LEAVE	77
ARTICLE 16 – HEALTH INSURANCE.....	7
ARTICLE 17 – SICK LEAVE	88
ARTICLE 18 – BEREAVEMENT LEAVE.....	99
ARTICLE 19 – JURY PAY.....	1040
ARTICLE 20 – UNIFORMS AND PROTECTIVE CLOTHING.....	1040
ARTICLE 21 – TRANSFERS.....	1040
ARTICLE 22 – WORKING CONDITIONS.....	1040
ARTICLE 23 - FMLA	1141
ARTICLE 24 – MISCELLANEOUS PROVISIONS	1141
ARTICLE 25 – FUNDING.....	1242
ARTICLE 26 – INVALIDITY	1242
ARTICLE 27 – DURATION.....	1242
APPENDIX A. WEEKLY WAGE SCHEDULE	1343
APPENDIX B ABSENCE FORM.....	1444
APPENDIX C UNION DUES DEDUCTION FORM	1545
APPENDIX E EMPLOYEE EVALUATION FORM - CUSTODIAN.....	1646
APPENDIX F RANDOM DRUG AND ALCOHOL TESTING	18

This Agreement, entered into by the City of Beverly (hereinafter sometimes referred to as the City) and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #93, Local #2894 (hereinafter sometimes referred to as the Union) has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION

1. The City recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and part-time (both above and below twenty (20) hours per week but on a regular basis) custodial employees of the Beverly Public Schools.
2. The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purposes of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2 – DISCRIMINATION AND COERCION

1. There shall be no discrimination by supervisors, director or other agents of the employer against any employee because of his activity or membership in the Union.
2. 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.
3. The Union further agrees that it will not conduct its business during working hours except business normally done in the operation of the Grievance Procedure.
4. The Parties to the Agreement agree that they shall not discriminate against any employee because of race, color, creed, sex or age and that such employees shall receive the full protection of this Agreement.
5. The provisions of this article shall be grievable but not arbitrable. The parties, by written agreement only in any case, may make an exception for a specific matter to be arbitrable notwithstanding this non-arbitrability clause, after the applicable statute of limitations for filing a legal or statutory claim has run. Any such agreement shall establish a date certain by which any arbitration must be filed. Failure to specify such date shall make any such agreement ineffective and unenforceable. Nothing herein shall be deemed to create any obligation on the part of the City to file for arbitration.

ARTICLE 3 – MANAGEMENT RIGHTS

1. Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the City's business operations, working force and facilities are exclusively vested in the City. Without limiting the generality of the foregoing, the City has the right to plan, direct and control the City's business operations and working force, to hire, transfer, promote, assign, and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, 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.
2. Nothing contained in the 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.

ARTICLE 4 – EVALUATION

The Union acknowledges the right of the City to evaluate employees covered by this Agreement.

ARTICLE 5 – UNION DUES AND INITIATION FEE

1. Employees shall tender the initiation fee (if any) and monthly or weekly membership dues by signing the Authorization of Dues Form (Appendix C attached). During the life of this Agreement, and in accordance with the terms of the Form of Authorization of check-off and dues hereinafter set forth, the City agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remits the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.
2. The Union shall indemnify and save harmless the City and/or the City of Beverly against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken by the City in connection with this Article.

ARTICLE 7 – JUST CAUSE

1. The City eliminated Civil Service effective January 8, 1996. A Side letter attached to the parties' Memorandum of Agreement, dated October 22, 2015, identifies the only four employees who are still covered under c.31, sec. 41 (Civil Service). The City agrees that it will not demote, suspend, discharge or take other disciplinary action against employees covered under M.G.L. Chapter 31, Section 41 (hereinafter called non-probationary employees) without just cause. Disciplinary action will normally be taken in the following order:
 - a. Verbal Warning
 - b. Written Warning
 - c. Suspension Without Pay
 - d. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit a suspension or discharge.

2. Each new regular employee and each regular employee hired after a break in service in such classification/s shall be considered a probationary employee until he/she shall have actually worked six (6) months. Probationary employees in such classification/s may be disciplined, discharged, or otherwise terminated in the sole discretion of the City, as the case may be, and such action shall not be subject to challenge.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

- A. In order to address, in a timely manner, problems and/or concerns regarding the workplace:
 1. A custodian who has an issue should first report his/her concern to the Director of Public Schools Division who could then bring the issue to the attention of the Principal and the Director of the Public Services Department.
 2. If a satisfactory solution is not reached within 10 calendar days, the custodian would need to initiate the Grievance Process within the next seven calendar days.
 3. At all times, employees shall have the right to union representation.
- B. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
 - Step 1: Any Union Grievance Committee member or representative with or without the aggrieved employee, shall take up the grievance or dispute in writing with the Director of Public Schools Division within five (5) calendar days of the date of the grievance or his/her knowledge of its occurrence. The Director of Public Schools Division shall attempt to adjust the matter and shall respond in writing to the Grievance Committee member or representative within five (5) calendar days.
 - Step 2: If the grievance or dispute still remains unadjusted, it shall be presented in writing to the Director of Public Services, in writing within seven (7) calendar days after the response of the Director of Public Schools Division. The Union will notify the Human Resources Director who has

been elected Steward. The Director of Public Services shall respond in writing to the Steward within seven (7) calendar days.

Step 3: If the grievance or dispute still remains unsettled, it shall be presented in writing within seven (7) calendar days to the Mayor or his/her designee. The Mayor or his/her designee shall respond in writing to the Union, within seven (7) calendar days.

Step 4: If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Mayor or his/her designee, by written notice to the other, request arbitration. 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 Section E below.

C. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after notice has been given. In the event the parties have not agreed in writing upon a mutually satisfactory arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of arbitrators in accord with the Association's rules.

D. The arbitrator's authority shall be limited to matters involving the meaning, interpretation and application of the 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 provided by law, shall be final and binding.

E. 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 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 any such extension ineffective.

A decision by an arbitrator to take jurisdiction over the procedural arbitrability objection(s) of the City, including timeliness, will be subject to *de novo* review in the courts.

E. No employee shall have the right to require arbitration, that right being reserved to the Union exclusively.

F. The expenses for the arbitrator's services and the arbitration proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 9 – JOB POSTING / SENIORITY

1. The anniversary date of employment shall determine the seniority of the employee.
2. The principal of seniority shall control the decrease of the work force and the choice of vacations.
3. Whenever a permanent vacancy occurs in the bargaining unit and the City desires to fill such vacancy, the vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for ten (10) days. Employees interested shall apply in writing within the ten (10) day period. Within five (5) days of expiration of the posting period, the City will award the position giving the senior applicant consideration.

The employee awarded a posted position shall have a trial period of ninety (90) calendar days, starting on the effective date of appointment to the position. At the end of the trial period, the City may do one of the following:

- (a) Consider the employee qualified and assign the new classification.
- (b) Consider the employee unqualified and return the employee to the employee's former classification without loss of seniority.
- (c) Consider the employee questionably qualified and extend the trial period an additional thirty (30) calendar days, after which the City must act under (a) or (b) above.

An employee who is awarded a vacancy shall be allowed to transfer back to his/her former position within their probationary period for the new position. Article 7 shall define the probationary period for new employees as they join the bargaining unit.

4. Seniority and/or service for all contract entitlement purposes shall be defined as length of continuous service as a member of the bargaining unit dating from the employees most recent date of hire as a member of the bargaining unit. Employees currently in the bargaining unit (as of 1/11/89) who have been given credit for any service prior to formation of the bargaining unit shall maintain such credit.
5. There shall be separate groupings for full-time custodial employees and part-time custodial employees. In applying the concept of seniority, subject to law, all the full-time custodial employees shall be deemed senior to the part-time custodial employees.
6. A regular part-time custodial employee who becomes a permanent full-time custodial employee shall receive pro rata credit for his/her part-time service for the purpose of determining his/her full-time seniority date provided there was no gap in service between his/her part-time custodial service and his/her full-time service

ARTICLE 10 – PAY SCHEDULE

1. The pay and classification plan is attached to this Agreement as Appendix A, and by this reference is incorporated herein.
2. A differential shall be paid to all employees who work a schedule other than a day schedule. This differential will not apply during the summer vacation period or during times when employees do not work the applicable night shifts. Night shift differentials for building custodians are \$27 for 2nd shift and \$45 for 3rd shift (amounts per week).
3. A stipend of \$2,500 will be provided to perform head custodian duties for the district.
4. Custodians with the following years of continuous service shall receive the following:

a. For ten (10) years or more of service	\$350.00
b. For fifteen (15) years or more of service	\$500.00
c. For twenty (20) years or more of service	\$625.00
d. For twenty-five (25) years or more of service	\$700.00

Part-time custodians with the following years of continuous service shall receive the following:

e. For ten (10) years of service	\$250.00
f. For fifteen (15) years or more of service	\$350.00

 - g. Eligible employees shall receive the entire amount due in the first pay period in December, regardless as to when his anniversary date occurs in the calendar year (January 1 – December 31). All proper deductions shall be made from the longevity pay, it being additional earnings.
 - h. In the event an employee dies or retires, the employee, or his heirs, as the case may be, shall be paid the applicable longevity pay pro rata from January 1 through the end of the month of termination.
5. Effective upon execution of this agreement, an employee who is assigned to work in a higher grade and has worked in such higher grade for three consecutive days will be compensated at the next highest salary of the higher grade retroactive to the first day.
6. In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.
7. Direct Deposit. All payments of payroll related items to any member will be made by the city treasurer by direct deposit to a bank account of the member's choosing. All members shall provide the information necessary to make such direct deposits to the schools' accounting department within sixty (60) days of the execution of this agreement.
8. The City shall deduct from the pay of employees any Credit Union moneys.
9. A full-time employee as used in this Agreement shall mean an employee who regularly works 40 hours per week for 52 weeks per year. A part-time employee as used in this Agreement shall mean an employee who regularly works less than twenty (20) hours per week.

ARTICLE 11 – HOURS OF WORK

1. The normal workweek for full-time employees shall be forty (40) hours. (Subject to Section 2). The normal workweek for part-time employees shall be less than twenty (20) hours, school year only. (Subject to Section 2),

2. The City retains the right to establish and change for each employee the number of hours in the work day, the starting and quitting times, the number of hours in the work week, and the length of the work year provided, however, that no such change shall be made in an arbitrary or capricious manner. The standard of review of the City's action under this Article shall be whether the employer acted in an arbitrary or capricious manner.
3. The opening, watching and securing of buildings and the "policing of the area" after the use thereof (hereinafter called "the aforementioned work") shall be governed by the following rules:

Inside Functions

- a. 25 or less people: The aforementioned work by individuals outside the bargaining unit at and during the course of such functions shall not in any way constitute a violation of this Agreement, including without limitation paragraph 6 of this Article and shall not require the presence of a bargaining unit employee.
- b. 25 or more people: The aforementioned work by individuals outside the bargaining unit at and during the course of such functions shall not in any way constitute a violation of this Agreement, including without limitation paragraph 6 of this Article and shall not require the presence of a bargaining unit employee, provided at least one of the following individuals is present at such functions:
 - i. School Committee Members
 - ii. Superintendent
 - iii. Assistant Superintendent
 - iv. Business Manager
 - v. Principals
 - vi. Directors
 - vii. Coordinators
- c. In the event at least one of the aforementioned individuals is not present, present practice (practice in existence prior to July 1, 1975) shall govern.
- d. Provided however, that where there is a custodian on duty at a school building, the City reserves the right to permit the following student-related activities to take place in the building without hiring an additional custodian for overtime purposes:
 - i. Beverly YMCA After School Program
 - ii. Various afterschool activities including, but not limited to, Global Child, Enrichment programs, (i.e., chess club, homework helpers, dodgeball, etc.)
 - iii. Middle School Basketball or other events with less than 25 participants, incremental overtime (i.e. ¼ hours increments based upon need).
 - iv. Beverly Recreation Department with more than 25 participants, additional overtime for night custodian to clean up, as needed.

Outside Functions

Rules applicable shall be in accordance with present practice (practice in existence prior to July 1, 1975).

ARTICLE 12 - OVERTIME

1. All hours worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid time and one-half to all employees. This application shall be for scheduled and ordinary overtime work. It shall also apply for emergency work. For the purposes of this section absences on Monday or Friday will not count as hours worked.
2. Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He will be guaranteed a minimum of three (3) hours' pay at time and one-half. The minimum shall not be applicable to regularly scheduled callbacks.
3. Employees shall not be required to take time off for any overtime.
4. All overtime shall be equally and impartially distributed among the employees within a school unit, including outside functions.
5. Employees will be guaranteed a minimum of three (3) hours' pay at time and one-half for outside functions (functions not paid for by City of Beverly funds). This paragraph does not apply to student-sponsored activities.
6. Overtime shall be assigned to personnel who ordinarily perform such related work in the normal course of their work week.

7. The City shall keep records of the overtime work. In the case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the immediate supervisor involved.
8. Overtime pay shall be included in the pay covering the period in which the overtime was performed. Overtime pay does not apply if it is necessary for a custodian to return to a building to correct a condition for which he is held responsible under his job specifications.
9. Overtime is mandatory.
10. Work performed on a Sunday shall be paid for at two (2) times the hourly rate of employees. Overtime for Saturday work will be at the time and one-half rate, subject to other provisions of this article.
11. An employee called in on overtime may be required to perform any of his duties and responsibility provided, however, that upon request, the custodian shall be advised, if known, as to the general nature of the duties and responsibilities that will be so required.

ARTICLE 13 – VACATION

1. Regular full-time full-year employees shall be entitled to vacation with pay, subject to the terms and conditions hereinafter provided, in accordance with the schedule below. The basis for accumulation of vacation leave shall be the contract year, July 1 through June 30. Vacation days will accrue at the rates shown below, credited for each month of service, and are to be taken within the twelve (12) month contract year with the approval of the Commissioner of Public Services and Engineering.

Days	Probationary	Length of Continuous Service in Regular Full-Time Employment as of June 30			
	6 months	1 year	5 years	10 years	20 years
Annual	5	10	15	20	25
Monthly	0.833	0.833	1.250	1.667	2.083

2. In order to be entitled to any vacation with pay, the employee must have actually worked thirty (30) weeks during the prior contract year.
3. Vacation days may only be carried over from year to year with the approval of the Commissioner, subject to City policy.
4. Vacation leave requests must be submitted no less than two weeks in advance. No vacation leave shall be permitted during the week prior to the opening of the school year.
5. At the Middle and High schools, no more than two (2) custodians can be on vacation at the same time. At the elementary schools, no more than one (1) custodian can be on vacation at the same time.
6. Union members shall be allowed to use single vacation day(s) in the same manner as they now use personal day(s) except that if an employee wishes to use single vacation day(s) the employee must give 48 hours notice of his or her intent to use said single vacation day(s) to their supervisor.

ARTICLE 14 – HOLIDAYS

1. The following days shall be considered to be paid holidays for regular full-time full year employees:

New Years Day*	Memorial Day*
Martin Luther King Day	Independence Day*
Washington's Birthday (Presidents Day)*	Veterans Day*
Patriots Day*	Labor Day*
Thanksgiving Day*	Columbus Day*
Friday after Thanksgiving	

One-half (1/2) day December 24 (as of noon) only when December 24 falls on a regularly scheduled work day. For example, if the employee regularly works Monday through Friday, the employee gets off as of Friday noon on December 24.

Christmas Day*

One-half (1/2) day December 31 (as of noon) only when December 31 falls on a regularly scheduled workday. For example, if the employee regularly works Monday through Friday, the employee gets off as of Friday noon on December 31.

* Legal Holiday

2. The following days shall be considered to be paid holidays for part-time employees:

Martin Luther King Day	Memorial Day*
Columbus Day*	Veterans Day*
Thanksgiving Day*	

Part-time employees who work prior to Labor Day shall receive holiday pay for Labor Day.
3. Should any holiday fall on a full-time employee's day off, the nearest scheduled working day will be considered to be the holiday.
4. Holiday pay for full-time employees shall be eight (8) hours' pay at the employee's straight time rate. Part-time employees shall receive as holiday pay their straight time rate for the number of hours worked on a daily basis.
5. If a holiday occurs within a full-time employee's vacation period, he shall receive an additional day's pay at the straight time rate for eight (8) hours.
6. Whenever any of the above named legal holidays falls on a Saturday, it shall be considered a paid holiday.
7. Any employee required to work on a legal holiday shall receive in addition to the regular holiday pay, an amount equal to two (2) times his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours of work at the above rate. If any employee is called back or required to work on a non-legal holiday, he shall receive one and one-half (1 1/2) times his regular hourly pay in addition to his regular holiday pay.

ARTICLE 15 – PERSONAL LEAVE

1. Full-time Employees
 - a. Full-time employees shall be allowed, as hereinafter provided, three (3) personal days with pay, at their straight time rate, to attend to business matters which necessitate their presence and which cannot be scheduled after work hours. Such days shall be required in writing on the form attached to this Agreement as Appendix B and by this reference incorporate herein, with as much advance notice as possible, but in no event, except in cases of emergency, less than three (3) days in advance of the requested day. The request shall be directed to the Supervisor.
 - b. The three (3) personal days provided herein may not be taken before or immediately after vacations or holidays unless permission is granted therefore by the Supervisor. In addition, not more than two (2) employees in the same job classification at each school will be allowed to be absent on personal leave as herein provided on the same day. In the event use of personal days on Monday and Friday is abused, the City may terminate the use thereof by all employees on such days. The City will notify the Union prior to any such termination and upon written request within five (5) days of such notice will discuss the matter with the Union, but the final decision shall be that of the City. The decision of the City shall not be subject to the grievance and arbitration provisions of this Agreement.
 - c. Personal leave days are not cumulative.
 - d. Personal leave requests must be submitted no less than 48 hours in advance. No personal leave shall be permitted during the week prior to the opening of the school year. Personal leave may not be used for the purpose of extending holidays or vacations.
2. Part-time Employees
 - a. The same rules applicable to full-time employees shall be applicable to part-time employees except that these employees shall only be allowed four (4) hours of personal leave per year.
 - b. Probationary employees shall not be entitled to personal days.

ARTICLE 16 – HEALTH INSURANCE

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

ARTICLE 17 – SICK LEAVE

Regular Full-time Employees

1. Each regular full-time employee shall be credited with sick leave with pay at the rate of one and one-quarter (1.25) days for each month of service (15 days per year). The basis for accumulation of sick leave shall be the contract year, July 1 through June 30. Sick leave for less than a full contract year will be prorated based on the number of full months of paid service. Sick leave shall be accumulated to a maximum of 100 days. An employee who has accumulated more than 100 days as of 8/31/2015 is grandfathered for purposes of maximum accumulation at the amount he/she has accumulated as of that date and may continue to accumulate up to the amount he/she has as of that date (8/31/2015).
2. Sick leave shall be granted for personal injury (not job connected) provided, however, custodians will be permitted to use five days per year to be deducted from sick leave for illness in the immediate family. Immediate family means husband, wife, child, parent, brother, sister, or member of the household in which the employee is living. A member who has not used the family illness days may accumulate up to ten (10) sick leave days for use for this purpose. All said family illness days will be deducted from sick leave. A family leave form will be completed within five days of the leave. The ten (10) sick leave days shall be available at the commencement of each year.
 - a. At the end of each year, each employee shall be informed of the amount of their accumulated sick leave.
3. If a custodian is absent for reason of illness before and/or after a holiday or vacation, a doctor's certificate verifying the illness may be required by the City before payment is made for this absence.
4. Part time employees are entitled to one (1) day per month of sick leave.
5. Applicable Only to Full-Time Employees Employed as Such as of 7/1/85 in Positions Covered by This Agreement.
 - a. Upon retirement, by disability or age, or death, a full-time employee can convert one-half (1/2) of his accumulative sick pay, but in no event more than 50 days, and further, in no event in excess of the values hereinafter, into compensation and considered severance pay. Payment shall be made to the employee's beneficiary in the event of death. An employee who has accumulated more than 75 days as of 8/31/2015 is grandfathered at the amount he/she has accumulated as of that date and may convert up to one half (1/2) of his accumulated sick pay on retirement, but in no event can an employee grandfathered under this clause convert more than 75 days, or half of the amount at which the employee is grandfathered, whichever is less.
 - b. The amount of sick leave converted as aforementioned cannot, under any circumstances, exceed the value of the lesser of (a) 75 days compensation at the employee's regular straight time rate of pay or (b) the following values (for the position involved):

Senior Building Custodian	\$5,930.00
Building Custodian, Elementary	5,245.00
Building Custodian, Secondary	5,156.00

6. Applicable Only to Full-Time Employees Appointed to Positions Covered by This Agreement From and After 6/30/85
 - a. A full-time employee with twenty (20) or more years of continuous service as an employee shall be eligible, upon retirement, to convert sick leave into compensation pursuant to and subject to the terms and conditions set forth in 5(A). In case of retirement by disability, or death, the twenty (20) or more years of continuous service requirement shall not be applicable.

7. Annual Sick Leave Incentive

All employees interested in opting for the Annual Sick Leave Incentive Program shall by written notification, no later than June 30th of each year, inform the School Personnel Clerk and a copy to the Public Schools Division Director, indicate their desire to buy back sick time for the current fiscal year, along with the amount of hours requested.

Employees will be compensated for buyback by October 30th of the next fiscal year. The buyback rate of pay will reflect the daily rate of their base pay as of June 30th for the year in which they accrued sick time. Hourly absences will be charged against the total number of sick days used (one day = 8 hours).

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

<u>Day(s) Used</u>	<u>Day(s) Bonus</u>
0	5
1	4
2	3
3	2
4	1
5	0

8. Conversion of Sick Days to Vacation Days

An employee who has been absent on sick leave may, immediately upon his or her return to work, change the day(s) taken from a sick day(s) to a vacation day(s), except for any day(s) of absence that are Monday(s) or Friday(s), or a day before or after a legal holiday. If any employee would like to convert a sick day taken on a Monday, Friday or a day before or after a legal holiday it may be changed to a vacation day only with the approval of management, which approval shall not be unreasonably withheld (for example, if an employee was not actually sick, management may reasonably withhold approval of the request to convert the day absent from a sick day to vacation day).

9. 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, prorated for part timers). This will apply for all employees hired on or after 7/1/15. It will also apply to current employees with five or more years of service as of October 1 of each year. The City will contribute the value of such day to the OPEB trust. Sick days shall be taken from their yearly accrual allotment. This day shall not affect the employee's eligibility for sick leave incentive any such sick leave upon death, retirement, termination or other separation of service from the City at any time.

ARTICLE 18 – BEREAVEMENT LEAVE

1. Employees will be entitled to five (5) workdays bereavement leave with pay for absences due to each death of a spouse, child, step/foster child, parent, brother, sister, or a member of the employee's immediate household.
2. Employees shall be entitled to three (3) workdays bereavement leave with pay for absence due to each death of a grandchild, grandparent, uncle, aunt, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.
3. An additional bereavement day may be granted upon the approval of the superintendent to attend the funeral of a close friend.
4. Bereavement leave must be taken contiguous to the death and/or time of the funeral/memorial service.
5. These provisions for bereavement leave shall apply to school year employees when the death occurs during the school year and/or the employee's reporting work hours.
6. To be eligible for funeral leave pay as herein provided, an employee is expected to attend the funeral services, provided such services are conducted within a reasonable distance from his/her residence, must give notice to his/her supervisor not later than the first day of such absence, and, when requested, must submit proof of such death, his/her relationship to the deceased, and the date of the funeral.
7. In the event of death for which leave is taken occurs during a paid vacation period allowed under Article 13 and the employee desires to take bereavement leave during that vacation period, the amount of vacation used shall be reduced by the bereavement leave taken during the vacation period.

ARTICLE 19 – JURY PAY

In the event that an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for time spent as a juror the difference between the amount he/she received for jury duty (excluding trial allowances or reimbursement of expenses) and the amount he would have received computed on the basis of the employee's base hourly rate up to a maximum of eight (8) hours per day, had he been employed by the City during such time, provided he was scheduled to work during such time. To be eligible for the jury duty benefits provided herein, the employee must give the City reasonable notice that he has been summoned for jury duty, must furnish satisfactory evidence that he reported for or performed jury duty. During the period of jury service, the employee must report for work when his services as a juror are not required. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

ARTICLE 20 – UNIFORMS AND PROTECTIVE CLOTHING

1. Each full-time custodial employee shall be supplied with five (5) BPS shirts and three (3) BPS sweatshirts and protective clothing or devices deemed necessary. The uniforms, protective clothing, or protective devices, shall be furnished to the employee by the City. The cost of maintaining the uniforms or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the employee.
2. The City agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement.
3. Uniforms shall be worn while school is in session and while working at all school/public functions; employees must use their discretion otherwise.
4. The City agrees that it will provide a certain amount of foul and/or safety weather gear for use by employees covered by this Agreement in each school building. Each custodian shall be reimbursed for up to \$150 of purchases for this purpose.
5. Custodial employees shall be reimbursed for annual clothing expenses in the amount of \$200.00 provided, however, that no clothing allowance shall be paid to any custodial employee in the first year of their employment unless and until the employee completes six (6) months of active employment. Part time employees shall be reimbursed for expenses up to \$100.00 annually.
6. Part-time custodial employees shall be eligible for one-half of the uniform allowance.
7. Custodial employees shall be reimbursed up to \$150 annually for boot and/or shoe expenses.
8. Effective July 1, 2016, the total amount payable under this article for foul weather, clothing and boots will be paid in a lump sum annually, subject to appropriate deductions, in the first pay period of December.

ARTICLE 21 – TRANSFERS

The City reserves the right to transfer employees provided, however, that no such transfer shall be made in an arbitrary or capricious manner. The standard of review of such action under this Article shall be whether the City acted in an arbitrary or capricious manner.

ARTICLE 22 – WORKING CONDITIONS

1. Bulletin Boards – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. Bulletin boards shall be situated in employee area.
2. Access to Premises – The City agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, and/or Council #93, and/or Local #2894, to enter the premises, after prior notice to the City, for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees.

3. The City agree to participate in an Employer-Employee Committee, which may discuss safety rules and work area assignments, and may make recommendations to the City for consideration.
4. There shall be, as a safety precaution, two (2) custodians at all times while boilers are being cleaned.
5. Employees may have use of inter-school mail.
6. No employee covered by the Agreement shall engage in any strike, work stoppage, slowdown or withholding of services.
7. Employees covered by this Agreement shall not be required to discipline students. It is understood that discipline as used herein means action imposing a penalty. It is not intended to cover action such as, but not limited to, breaking up horseplay, reporting students to the principal, etc.
8. Employees covered by this Agreement shall not be required to administer medicines or medical treatment to students. The dispensing of bandaids shall not be considered the administering of medicine or medical treatment.

ARTICLE 23 - FMLA

Leaves taken under this agreement for reasons covered by any state or federal law, including but not limited to the FMLA, will be considered FMLA leave as well as leave under this Agreement and leave under any other applicable state and federal law, and will be deducted from the employee's statutory leave entitlement.

ARTICLE 24 – MISCELLANEOUS PROVISIONS

1. A pre-employment physical examination shall be required for all new custodians. The City's designated physician shall perform the pre-employment exam.
2. Language to describe a program of random drug testing has been developed through a labor / management committee. See Appendix F.
3. No one outside the bargaining unit shall perform custodial work normally done by those employees within the bargaining unit except under emergency conditions. Substitutes are hired when necessary to cover absences including sick, vacation, and personal time and in emergencies when such coverage is necessary.
4. Custodians shall have a ten (10) minute wash period prior to the close of their shift.
5. Custodial employees who have their eyeglasses broken in the performance of their duties, or by negligence of someone other than the employee, shall have the glasses or repairs paid for by the City.
6. Employees shall have a fifteen (15) minute coffee break during the morning period.
7. A break in active service of less than two (2) years duration shall not destroy continuity of service for the purpose of determining longevity and vacation eligibility under Article 10 and 13 respectively, provided, however, the break is without fault or action on the part of the employee. For example, and without limitation, a break resulting from a voluntary quit or a discharge for cause would destroy continuity of service. A termination resulting from lack of work or abolition of the position with a rehire within two (2) years would not, however, destroy continuity of service.
8. Employees who drive City vehicles must submit copies of appropriate licenses.
9. Lack of Valid Driver's License. Employee shall notify their supervisor in the event of any loss, suspension, revocation, and/or other lack of valid driver's license. Such notification shall occur before or at the start of the employee's next shift.
10. Early Childhood Tuition Benefit:
 - a. The benefit of reduced preschool and kindergarten tuition is available to all full-time employees of BPS who are also Beverly residents and who have been in our employ for at least one full year.
 - b. This benefit is applicable only for the children of such employees.
 - c. The tuition benefit for preschool is 50% of the annual tuition set by the City. The tuition benefit for kindergarten is 100% of the annual tuition.
 - d. For the purposes of this benefit, full time employment is determined to be a minimum of 28 hours per week and an FTE of 1.0.
 - e. Exceptions to the above criteria for significant extenuating circumstances will be considered on a case-by-case basis at the discretion of the City.
 - f. Children enrolled in the program when this agreement is ratified shall be grandfathered in the program.

11. 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.
12. All bargaining unit members shall comply with the City's Computer Use and Social Media Policies as may be amended from time to time.

ARTICLE 25 – FUNDING

Each year of this Agreement is subject to funding of the total City budget proposed for the fiscal year involved. In the event the total budget for said year(s) is not fully funded by the appropriate city authorities, the wage items of the Agreement for the year(s) involved shall be of no force and effect at the discretion of the City. In such case, the parties shall meet to negotiate as if no wage agreement for the year involved had been reached.

ARTICLE 26 – INVALIDITY

Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 27 – DURATION

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

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, 2019.

THE CITY OF BEVERLY

BY: _____

Michael P. Cahill, Mayor

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93, LOCAL 2894

BY: _____

APPENDIX A. WEEKLY WAGE SCHEDULE

Wage Increase:

July 1, 2018 – June 30, 2019 1.0%
 July 1, 2019 – June 30, 2020 2.5%
 July 1, 2020 –
 June 30, 2021 2.5%

POSITION / YEAR	WEEKLY WAGE SCHEDULE						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SENIOR BLDG CUSTODIAN	BHS / MIDDLE						
7/1/2018	871.07	904.99	917.30	930.36	942.01	954.42	966.35
7/1/2019	892.84	927.62	940.23	953.61	965.56	978.28	990.51
7/1/2020	915.17	950.81	963.74	977.46	989.70	1002.74	1015.27

BLDG CUSTODIAN	ELEMENTARY LEAD CUSTODIAN						
7/1/2018	829.66	845.22	874.29	895.80	906.53	917.27	928.60
7/1/2019	850.40	866.35	896.15	918.19	929.19	940.20	951.81
7/1/2020	871.66	888.01	918.56	941.15	952.42	963.70	975.61

BLDG CUSTODIAN	BHS / MIDDLE / ELEM						
7/1/2018	742.17	757.71	786.78	808.30	819.00	829.77	840.14
7/1/2019	760.72	776.65	806.45	828.50	839.48	850.51	861.15
7/1/2020	779.74	796.07	826.61	849.22	860.47	871.77	882.68

BLDG CUSTODIAN + \$27 SHIFT DIFFERENTIAL	BHS 11am to 7pm SHIFT ONLY						
7/1/2018	769.17	784.71	813.78	835.30	846.00	856.77	867.14
7/1/2019	787.72	803.65	833.45	855.50	866.48	877.51	888.15
7/1/2020	806.74	823.07	853.61	876.22	887.47	898.77	909.68

BLDG CUSTODIAN + \$45 SHIFT DIFFERENTIAL	ALL SCHOOLS 2 - 10 PM SHIFT						
7/1/2018	787.17	802.71	831.78	853.30	864.00	874.77	885.14
7/1/2019	805.72	821.65	851.45	873.50	884.48	895.51	906.15
7/1/2020	824.74	841.07	871.61	894.22	905.47	916.77	927.68

PART-TIME CUSTODIAN							
7/1/2018		14.49	14.88				
7/1/2019		14.85	15.25				
7/1/2020		15.23	15.63				

APPENDIX B ABSENCE FORM

*BEVERLY PUBLIC SCHOOLS
BEVERLY, MASSACHUSETTS*

ABSENCE REPORT FORM

NAME: _____ Instructional
SCHOOL/DEPT. _____ Non-Instructional

REASON

_____ PERSONAL DAY (for imperative personal business which could not effectively be conducted outside of school hours)

Verification of requested leave: _____ days available
_____ days used

Payroll Clerk

_____ *PROFESSIONAL DAY for the purpose of attending:

District sponsored activity: _____

Outside district activity: _____
(Supporting documentation should accompany Professional Day request, i.e., brochure, committee meeting, etc.)

Substitute required Acct. # _____

_____ VACATION (where permitted by contract)

_____ PERSONAL ILLNESS (non-instructional staff only)

_____ BEREAVEMENT LEAVE Relationship: _____
of days: _____

_____ JURY DUTY

_____ SUMMONS to court as a witness

_____ ATTENDANCE at the marriage of a son/daughter, sibling, parent

_____ OTHER (subject to Superintendent's approval) please specify:

DATE(S) OF ABSENCE: _____ No. of Days _____

DAY(S) OF THE WEEK (circle) M T W TH F

Employee Signature: _____ Date: _____

.....
Acknowledged by: _____ Date: _____
Principal/Supervisor

Business Manager (Non-instructional) Superintendent of Schools (Instructional)

*Professional Day Request must be submitted for approval to Central Office 10 school days prior to date of Professional Day.

APPENDIX C UNION DUES DEDUCTION FORM

Membership Application

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

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

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

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

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

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

New Member PLEASE PRINT LEGIBLY. Re-commit

Local Number		Employer	
Last Name	First Name	M. I.	
Street Address		Apt. No.	
City	State	ZIP Code	
SSN (last four digits)	Employee ID #	Job Title	
Cell Phone	Personal E-mail Address		
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.			
Signature		Date	

APPENDIX E EMPLOYEE EVALUATION FORM - CUSTODIAN

NAME _____

EVALUATOR

SCHOOL _____

DATE

	Exceeds Expectations	Meets Expectations Consistently	Meets Expectations Inconsistently *	Does Not Meet Expectations *
COMMITMENT TO ASSIGNMENT <ul style="list-style-type: none"> • Displays interest and enthusiasm in work • Demonstrates punctuality and consistency of attendance • Maintains positive attitude and strong work ethic • Accepts and carries out assignments willingly • Demonstrates initiative and resourcefulness • Demonstrates flexibility and adjusts to change • Works without supervision 				
PERFORMANCE OF DUTIES <ul style="list-style-type: none"> • Uses work time productively • Follows through on directions • Performs duties as assigned • Consistently maintains cleanliness of assigned area(s) • Demonstrates attention to detail • Demonstrates knowledge and understanding of policies, procedures and protocols (e.g., calling in sick, filling out sick, vacation slips) • Knows how to properly use and care for custodial/maintenance equipment, including auto scrubbers, floor machines, snow blowers and landscaping equipment 				
STAFF / ADMINISTRATION RELATIONSHIPS <ul style="list-style-type: none"> • Communicates effectively with administration & staff • Accepts guidance and constructive suggestions • Works cooperatively and constructively with faculty, school staff, administration, & colleagues • Brings concerns / issues through proper chain of command • Is tactful and considerate of others 				
PROFESSIONAL RESPONSIBILITIES <ul style="list-style-type: none"> • Maintains professional appearance and demeanor appropriate for one's individual role • Applies information gained through in-service and workshops in performance of duties 				

APPENDIX F RANDOM DRUG AND ALCOHOL TESTING

RANDOM DRUG AND ALCOHOL TESTING

LETTER OF AGREEMENT

This letter of agreement between the Beverly School Committee and AFSCME Local 2894, representing the Beverly Public Schools Custodial staff outlines the process for "Random Drug and Alcohol Testing" for custodial staff as well as the resulting disciplinary consequences for employees testing positive.

PROCESS

The Beverly Public Schools will utilize the same drug testing company as used by the City of Beverly, currently, Advantage Drug Testing. Notification for a random drug test will come from the Office of Human Resources at Beverly Public Schools. A representative from the Office of Human Resources will notify the Department Head, Director of Public Schools Division of the Department of Public Works, one day prior to the test and the Department Head will then notify the employee on the day of the test. The employee must report at the time designated and the place assigned to be tested. Results of the test will be reported to the Office of Human Resources and then directly to the Department Head.

DISCIPLINE

Employees testing positive as under the influence of a legal substance (alcohol, prescription drug, etc.), the discipline will be as follows:

- 1st Offense – Mandatory participation in the Employee Assistance Program and a written warning to their Personnel File.
- 2nd Offense – Mandatory participation in the Employee Assistance Program and a one-day unpaid suspension from work.
- 3rd Offense – Termination.

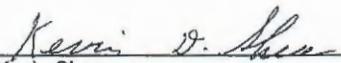
Drug testing and progressive discipline will be based upon a two-year cycle.

Employees testing positive, as under the influence of an illegal drug, the discipline will be as follows:

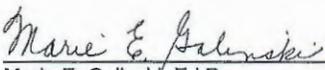
- 1st Offense – Mandatory attendance at Employee Assistance Program and immediate five-day unpaid suspension from work.
- 2nd Offense – Termination.

The Beverly Public Schools exercises their right to test with probable suspicion. Probable suspicion will result in alcohol and/or drug testing subject to the same disciplinary measures as outlined above.

Failure to participate in a drug test request and/or Employee Assistance, as directed, will result in termination.



Kevin Shea
AFSCME Council 93, Local 2894



Marie E. Galinski, Ed.D.
Superintendent of Schools

1/13/2011