

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BEVERLY
AND
BEVERLY MUNICIPAL EMPLOYEES ASSOCIATION
FEBRUARY 17, 2022**

This Memorandum of Agreement ("Agreement") between the City of Beverly ("City") and the Beverly Municipal Employees Association ("Union") is effective as of the date upon which both parties have executed this Agreement.

WHEREAS, the City and the Union have concluded negotiations over terms for a Collective Bargaining Agreement to succeed the Collective Bargaining Agreement between the parties covering the period July 1, 2018, through June 30, 2021, ("7/1/2018-6/30/2021 CBA");

WHEREAS, the City and the Union have agreed to a three-year Collective Bargaining Agreement effective July 1, 2021, through June 30, 2024, (the "7/1/2021-6/30/2024 CBA") with the following changes only.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the provisions as outlined below shall be incorporated into a new Collective Bargaining Agreement and shall replace any language in the previous Agreement where language for such Article or Section is included herein.

All changes shall become effective as of the date specified; if no effective date is specified, changes shall become effective as of the date this agreement is signed, ratified and funded.

Specific language changes to the previous Agreement are as follows:

1. Terms of New Contract – The Collective Bargaining Agreement shall be effective for the three (3) year period from July 1, 2021 through June 30, 2024. Applicable date changes will be made to the appropriate provisions of the Contract to reflect the term of the new contract.
2. Provisions of the New Contract - Except as modified by this Memorandum of Agreement, and except for such technical matters as date changes, all other provisions of the 7/1/2018-6/30/2021 CBA shall be carried over intact into the successor Contract.
3. Exhibit A – Pay Schedules – Delete and replace with the revised wage schedule as follows: [wages are retroactive to July 1, 2021]

“July 1, 2021 - June 30, 2022: 2.25%

July 1, 2022 - June 30, 2023: 2.25%

July 1, 2023 - June 30, 2024: 2.75%”

4. Article X – Longevity – Effective July 1, 2021, amend to add to Section a. as follows:

“30 years or more of employment with the City of Beverly \$1,400.00”

5. Article XII – Holidays – Amend Section A. to add the italicized language below:

A. Applicable Only to Full-Time Employees

The following days, as State designated, shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	<i>Juneteenth</i>
Thanksgiving Day	Christmas Day
1/2 day, day after Thanksgiving	
1/2 day, December 24th (as of noon)	
1/2 day, December 31st (as of noon)	

and any other day that may be declared a holiday by the *Governor of the Commonwealth, General Court, or the City of Beverly.*

Should any holiday fall on a Saturday or a Sunday, the employee subject to Department Head regulation, shall be granted the preceding seven and one-half hour work period off or the following Monday off.

6. Article XVI – Bereavement Leave – Amend the last sentence to add the italicized language below:

“This includes aunt, uncle, first cousin, niece, nephew, spouse’s grandparent, *spouse’s grandparent, parent of employee’s child,* and any other relative living within the employee’s household.”

7. Article XXII – Miscellaneous – Amend to add Section U. as follows:

“U. Retention and Recruitment Bonus. Each bargaining unit member who is such a member as of [the date of execution of this MOA] shall receive a one-time retention and recruitment payment in the amount of \$500.00, which shall be paid on or before April 30, 2022, or 30 days after the ratification of this MOA, whichever date is later.”


8. Grievances and Litigation Withdrawn/Dismissed


In return for the bargained for consideration contained in this MOA, the bargaining unit hereby agrees to withdraw and dismiss any and all pending grievances, arbitrations, charges of prohibited practice, other proceedings or litigation in whatever forum, with prejudice. Said withdrawals shall be made within 30 days and funding of the 7/1/2021-6/30/2024 CBA.

This Agreement entered into this ____ day of February, 2022


City of Beverly

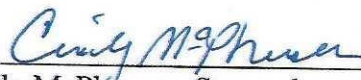
Beverly Municipal Employees Association


By: 
Bryan Ayles, Director of Municipal Finance
Date: 2/18/22

By: 
David Gelineau, President
Date: 2/17/22

By: 
Sean Ciancarelli, Vice President
Date: 2/17/22

By: 
Karen Milo, Secretary
Date: 2/17/22

By: 
Cindy McPherson, Steward
Date: 2/17/2022

By: 
Colleen Baker, Treasurer
Date: 2/17/2022