

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF BEVERLY  
AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #111,  
DPS EMPLOYEES  
JANUARY 19, 2022**

This Memorandum of Agreement ("Agreement") between the City of Beverly ("City") and the American Federation of State, County, and Municipal Employees, AFL-CIO, State Council 93, Local #111 ("Union") for DPS Foremen 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, 2021, through June 30, 2024, ("7/1/2021-6/30/2024 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. Neither the increases in wages or in any other benefit apply to any position nor person not in the bargaining unit as of the date the 7/1/2021-6/30/2024 CBA is signed and ratified.

Specific language changes to the previous Agreement are as follows:

1. Cover Page, Preamble, and Article 30 Duration

Update dates to reflect dates of the new collective bargaining agreement (July 1, 2021 – June 30, 2024).

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 7/1/2019-6/30/2021 CBA shall be carried over intact into the successor Contract.

3. Article 11. Pay and Classification Plan, Section 11.2

Amend as follows:

“Any new employees hired under this Agreement shall start at the third (3<sup>rd</sup>) step of their Grade. Said employee shall receive a step increase to the fourth (4<sup>th</sup>) step at the end of their six (6) month probationary period. Effective July 1, 2021, employees shall receive a step increase to the fifth (5<sup>th</sup>) step at 5 years of employment, a step increase to the sixth (6<sup>th</sup>) step at ten (10) years of employment, and a step increase to the seventh (7<sup>th</sup>) step at twenty (20) years of employment.”

4. Article 11. Pay and Classification Plan, Section 11.5. Wage Increases

Amend as follows:

“July 1, 2021 - June 30, 2022: 2%

July 1, 2022 - June 30, 2023: 2%

July 1, 2023 - June 30, 2024: 1%”

5. Article 30. Miscellaneous Provisions

Amend to add Section 30.8:

“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.”

6. Appendix A. Pay and Classification Schedule

Effective July 1, 2021, add the following Steps to Grades 7 through 18:

Step 5 for employees with 5 or more years of employment at 1% greater than Step 4

Step 6 for employees with 10 or more years of employment at 1% greater than Step 5


Step 7 for employees with 20 or more years of employment at 1% greater than Step 6

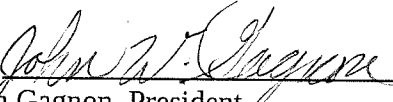
7. Grievances and Litigation Withdrawn/Dismissed

The bargaining unit has reviewed any pending (including any which may have been held in abeyance) arbitration cases, grievances, charges of prohibited practice and litigation with the employer and has made an independent determination that the likelihood of success on the merits in each of the cases when considered in terms of the overall contract settlement and the likely costs of pursuing such cases, if any, does not warrant maintaining such cases and that such cases, if any shall accordingly be withdrawn. In return for the bargained for consideration contained in this MOA, the bargaining unit hereby agrees to withdraw and dismiss any and all grievances, arbitrations, charges of prohibited practice, other proceedings or litigation in whatever forum, with prejudice. Said withdrawals shall be made within 30 days of ratification of this MOA.

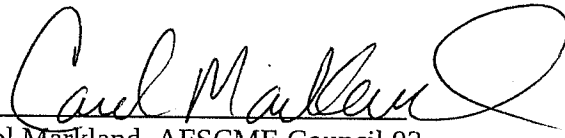
**City of Beverly**

**American Federation of State, County,  
And Municipal Employees, AFL-CIO,  
State Council #93, Local #111 (Custodial  
Employees)**

By:   
Michael Collins, Commissioner of Public  
Services and Engineering  
Date:

By:   
John Gagnon, President  
Date:

By: \_\_\_\_\_  
, Chapter Chair  
Date:

By:   
Carol Markland, AFSCME Council 93  
Date: 3-8-22