

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF BEVERLY

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, Local #2894
SCHOOL CUSTODIANS**

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 #2894 ("Union") for School Custodians is effective this ____ day of August, 2015.

WHEREAS, the City and the Union have concluded negotiations over terms for Collective Bargaining Agreements to succeed the Collective Bargaining Agreement between the parties covering the period July 1, 2011 through June 30, 2014 ("7/1/2011-6/30/2014 CBA");

WHEREAS, the City and the Union have agreed to extend the 7/1/2011 – 6/30/2014 CBA through 6/30/2015 with no changes (the "7/1/2014-6/30/2015 CBA") followed by a three year Collective Bargaining Agreement effective July 1, 2015- June 30, 2018 (the "7/1/2015-6/30/2018 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 or person not in the bargaining unit as of the date the 7/1/2015-6/30/2018 CBA is signed and ratified.

Specific language changes to the previous Agreement are as follows:

1. Title Page (housekeeping) – Update dates to reflect dates of the new

collective bargaining agreement.

2. Article 2 – Discrimination and Coercion, p. 1 - Add a new section 5 reflecting the “no 2 bites”:

“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 an obligation on the part of the City to file for arbitration.”

3. Article 7 – Just Cause, p. 2 – (housekeeping) – The City eliminated Civil Service effective January 8, 1996. A Side letter identifies the only four employees who are still covered under c. 31, sec. 41 (Civil Service).

4. Article 8 – Grievance and Arbitration Procedure, p. 2 – (mostly housekeeping)

a. Change Section A by eliminating the school Principal from the process, consolidating paragraphs A(1) and (2), and renumbering (3) and (4) so that it will read as follows:

“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. (Housekeeping) – Section B. (Step 1) Delete “with the” in the last sentence. Add (Step 2): “The Union will notify the Human Resources Director who has been elected Steward.”
- c. (Housekeeping) – Section B. Change working to calendar days.
- d. Section C, p. 3 (Housekeeping) – change “are unable to agree” to “have not agreed in writing” so that Section C will read as follows:

“C. 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.”

- e. Section E. p. 3 – Add “final” before “and waiver” after the word “abandonment” and add “only” after “extended” Add “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.” so that Section E will read as follows:

“The failure of the grieving party to present a grievance within and the failure of the grieving party to advance a grievance within any of the time limits set forth in the grievance procedures shall each be deemed a final abandonment and waiver of the grievance. 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.”

- f. Add new mediation step prior to arbitration by agreement of the parties.
5. Article 9, Job Posting/Seniority, p. 3-4 – Housekeeping

- a. Section 4 (Housekeeping) – Discuss the reference to “1/11/89” and the

reason for same.

b. Section 5 – (Housekeeping) Revise entire article to read as per attached, but making the above correction.

6. Article 10 – Pay Schedule, p. 4 –

a. Section 3 (Housekeeping) – Delete Effective “July 1, 2009”.

b. Section 6 (Housekeeping) – Delete as this has been incorporated into the salary schedule.

c. Section 8, Direct Deposit – Delete existing section 8 and replace with following:

“8. 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.”

7. Article 12 – Overtime, p. 5 – (Housekeeping) - Delete Section 9.

8. Article 13, Vacations – (Housekeeping) –

a. Section 1 - Change “Supervisor” to “Commissioner of Public Services and Engineering”.

b. Section 3 – Change “Supervisor” to “Commissioner”.

9. Article 14, Holidays, p. 6-7

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

10. Article 15, Personal Leave, p. 7 – Change from 2 to 3 personal days in Sections 1a and 1b.

11. Article 17, Sick Leave – P.8

a. Section 1 — Change 150 to 100 in Section 1. Add grandfather language for certain employees and delete fourth sentence and remaining part of Section 1 and replace as follows:

“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 had as of that date (8/31/2015).”

b. Section 5 - Change 75 to 50 (except for those grandfathered in Section 1 above.): “An employee who has accumulated more than 100 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”.

c. Add new section 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 day shall be taken from their yearly accrual allotment. This day shall not affect them 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.”

12. New Article on FMLA – (Housekeeping). Insert language clarifying that statutory LOAs run concurrently with any time under the contract.

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.”

13. Article 20, Clothing, p. 10 –

a. Section 4 – Reduce \$200.00 to \$150.00.

b. Section 5 – Increase \$150.00 to \$200.00 for full timers; increase \$75.00 to \$100.00 for part time employees.

c. 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.

14. Article 23, Miscellaneous Provisions – Add a new section 9:

“Section 9 – 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.”

15. Article 26 – Duration of Agreement, p. 12

Delete the Article 26 and replace with the following:

“This Agreement shall become effective July 1, 2015 and shall remain in full force and effect until and including June 30, 2018, except as otherwise provided herein, and thereafter until a new successor Agreement is executed. Negotiations for a successor Agreement shall begin no later than (30) days, but in no event earlier than November 1, 2017, after written notice by either party of its desire to commence negotiations for a successor Agreement. The City and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.”

16. Appendix A, Weekly Wage Schedule –(Housekeeping) Delete and replace with updated wage schedule.

a. Wage increase

July 1, 2015 - June 30, 2016 2.0%

July 1, 2016 - June 30, 2017	2.0%
July 1, 2017 – December 31, 2017	1.0%
January 1, 2018 – June 30, 2018	1.0%


17. Grievances and Litigation Withdrawn/Dismissed – The Union 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 Union hereby agrees to withdraw and dismiss any and all grievances, arbitrations, charges of prohibited practice, other proceedings or litigation in whatever forum with prejudice to refiling.

18. This Agreement is subject to the following, in each year of this agreement:

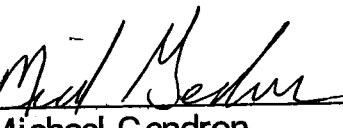
- A. Ratification by both the City and the Union; and,
- B. An appropriation by the City Council each year of sufficient monies to fund the cost increases for such year of this Agreement.

CITY OF BEVERLY

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE
COUNCIL 93, LOCAL #2894
(SCHOOL CUSTODIANS)**

By: 

Michael Collins

By: 

Michael Gendron

Date: 10-22-15

Date: 10/21/15

 10/21/15
Dena Fleno

Dena Fleno
Staff Representative
AFSCME Council 93
7 Bedford Street
Burlington, MA 01803

Dear Ms. Fleno

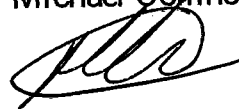
This will confirm that, at the present time, the only remaining employees covered under c. 31, sec. 41 (Civil Service) are:

Kevin Shea
Douglas Matney
Wayne Auld
Patrick Murtaugh


Please sign and return the attached copy confirming the Union's agreement. Thank you.

Sincerely,

Michael Collins



Assented to by Union:

 10/21/15

Dena Fleno



Appendix A Weekly Wage Schedule

Position/Year	Weekly Wage Schedule						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Senior Bldg Custodian	BHS/Middle						
7/1/2014	812.62	844.27	855.75	867.93	878.80	890.38	901.51
7/1/2015	828.87	861.16	872.87	885.29	896.38	908.19	919.54
7/1/2016	845.45	878.38	890.32	902.99	914.30	926.35	937.93
7/1/2017	853.90	887.16	899.23	912.02	923.45	935.61	947.31
1/1/2018	862.44	896.03	908.22	921.14	932.68	944.97	956.78
Bldg Custodian	Elementary Lead Custodian						
7/1/2014	773.99	788.51	815.63	835.69	845.70	855.72	866.29
7/1/2015	789.47	804.28	831.94	852.40	862.61	872.83	883.62
7/1/2016	805.26	820.37	848.58	869.45	879.87	890.29	901.29
7/1/2017	813.31	828.57	857.07	878.15	888.66	899.19	910.30
1/1/2018	821.44	836.86	865.64	886.93	897.55	908.19	919.40
Bldg Custodian	BHS/Middle/Elem						
7/1/2014	692.37	706.87	733.99	754.06	764.05	774.09	783.77
7/1/2015	706.22	721.01	748.67	769.14	779.33	789.57	799.45
7/1/2016	720.34	735.43	763.64	784.52	794.92	805.36	815.43
7/1/2017	727.55	742.78	771.28	792.37	802.87	813.42	823.59
1/1/2018	734.82	750.21	778.99	800.29	810.90	821.55	831.82
Bldg Custodian + \$27 Shift Differential	BHS 11 AM to 7 PM Shift Only						
7/1/2014	719.37	733.87	760.99	781.06	791.05	801.09	810.77
7/1/2015	733.22	748.01	775.67	796.14	806.33	816.57	826.45
7/1/2016	747.34	762.43	790.64	811.52	821.92	832.36	842.43
7/1/2017	754.55	769.78	798.28	819.37	829.87	840.42	850.59
1/1/2018	761.82	777.21	805.99	827.29	837.90	848.55	858.82
Bldg Custodian + \$45 Shift Differential	All schools 2-10 PM Shift						
7/1/2014	737.37	751.87	778.99	799.06	809.05	819.09	828.77
7/1/2015	751.22	766.01	793.67	814.14	824.33	834.57	844.45
7/1/2016	765.34	780.43	808.64	829.52	839.92	850.36	860.43
7/1/2017	772.55	787.78	816.28	837.37	847.87	858.42	868.59
1/1/2018	779.82	795.21	823.99	845.29	855.90	866.55	876.82
Part Time Custodian							
7/1/2014	13.52	13.88					
7/1/2015	13.79	14.16					
7/1/2016	14.07	14.44					
7/1/2017	14.21	14.59					
1/1/2018	14.35	14.73					