

**CONTRACT
AGREEMENT**

between

PEABODY SCHOOL COMMITTEE

and

AMERICAN FEDERATION OF STATE, COUNTY

and

**MUNICIPAL EMPLOYEES,
AFL—CIO**

**AFFILIATED WITH
STATE COUNCIL 93, LOCAL 364**

**EFFECTIVE July 1, 2022
EXPIRING June 30, 2025**

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This Agreement entered into by the Peabody School Committee, hereinafter referred to as the Employer, and Local 364, State Council 93, affiliated with American Federation of State, County and Municipal Employees, AFL—CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations 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.

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all non-teaching employees in the school system of the City of Peabody, Massachusetts, except such employees as may be certified in Unit "C" of the Peabody Federation of Teachers.

This contract does not apply to Facilities employees, employees in Unit C or employees in Unit B.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in this Agreement.

ARTICLE II - UNION DUES AND INITIATION FEES

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Employer 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 remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made no later than three (3) weeks after deduction has been made from the employee's paycheck.

ARTICLE IIA - AGENCY SERVICE FEE

In accordance with the provisions of Massachusetts General Laws Chapter 150E, persons covered by this Agreement who are not Union members may choose to pay to the Union an agency service fee proportionately commensurate with the cost of collective bargaining and contract administration, in no event to exceed Union dues. The Union agrees to indemnify the School Committee for any financial liability that it may incur in complying with this Section.

ARTICLE III - DISCRIMINATION AND COERCION

There shall be no discrimination by the Employer or agents of the Employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement. There shall be no discrimination by the Union against any employee for reason of his non-membership in the Union or nonparticipation in its activities.

In accordance with M.G.L. Chapter 151B, the parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, national origin or age and that such persons shall receive the full protection of this Agreement.

ARTICLE IV - CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service and State Labor Laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

The Union further reserves the right to represent employees under any such established procedure. Any employee with more than six (6) months of service and not covered by Civil Service Law and rules shall have recourse to the grievance procedure contained herein. The failure to renew or extend a provisional appointment under Civil Service shall not be deemed a "discharge" under this Article and shall not be subject to the grievance procedure contained herein. In regard to the school cafeteria employees, the Superintendent agrees to exhaust the original seniority list before new appointments are made.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1.

The Union Steward and/or Representative shall take up the grievance or dispute in writing stating the nature of the grievance; the facts on which it is based; the remedy requested and the section or sections of the Agreement, if any, relied upon or claimed to have been violated, to his/her supervisor, who is outside of the bargaining unit, within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. The Principal/Supervisor shall meet with the Grievant and Union Representative to attempt to arrive at a mutually satisfactory resolution of the grievance. In the event that matter is not resolved, the Principal/Supervisor shall respond in writing to the grievance within five (5) working days after said meeting.

Step 2.

If the grievance still remains unadjusted, it shall be presented to the Superintendent in writing, stating the nature of the grievance; the facts on which it is based; the remedy requested and the section or sections of the Agreement, if any relied upon or claimed to have been violated, within five (5) working days after the response of the Principal/Supervisor. The Union, upon written request, may ask for a meeting with the Superintendent to discuss the grievance.

The Superintendent shall respond to the Union in writing within ten (10) working days after hearing the grievance.

Step 3.

If the grievance still remains unadjusted, the School Committee, at its next regularly scheduled meeting, shall grant the Union the opportunity to appear before the School Committee or a designated Sub-Committee for a reasonable period of time for the purpose of explaining the grievance. The School Committee or its designated Sub-Committee may limit the number of Union Representatives appearing before it to two (2) in addition to the (1) grievant. The School Committee shall respond in writing within fifteen (15) calendar days after hearing the grievance.

Step 4.

If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the School Committee is due, request arbitration by notifying the other party in writing. Submission to arbitration shall be accomplished by mail, postage prepaid, and addressed to the American Arbitration Association (AAA) or the Massachusetts Board of Conciliation and Arbitration (BCA) at the Department of Labor Relations (DLR).

The arbitrator shall be selected and the arbitration proceeding will be conducted under the applicable rules of the AAA or BCA.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator. Grievances involving disciplinary action shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

Subject to the provisions contained in Article IV, an employee may elect pursuant to MA General Laws, Chapter 150E, Section 8, arbitration as the exclusive remedy for resolving any grievance involving suspension, dismissal, removal, or termination notwithstanding MA General Laws, Chapter 31.

ARTICLE VI - SENIORITY

The School Committee recognizes seniority as listed hereunder and for the purposes specified herein.

A. SYSTEMWIDE SENIORITY (PEABODY SCHOOL DEPARTMENT)

System-wide seniority shall commence from the time of an original appointment for permanent employees as described in Section 15, Chapter 31, G.L. MA, and in accordance with Section 15D of Chapter 31.

1. CAFETERIA

Lists will be developed showing system-wide seniority by appointments as permanent cook's helpers. These lists will include the seniority of the head cooks and assistant cooks of the cafeteria.

General Workers shall rank below the Head Cook and Assistant Cook employees in seniority.

2. TRANSPORTATION

Lists will be developed showing system-wide seniority by appointment as permanent transportation employees.

B. SENIORITY BY ASSIGNMENT

Seniority by assignment is achieved after successful bidding for a position by means of a flyer designating classification, salary, location and shift or by administrative assignment if no bids are received.

1. CAFETERIA

Building seniority lists will be established showing permanent assignment to a building. Preference for positions within a building prior to the issuing of a flyer will be determined in accordance with the building seniority list.

2. TRANSPORTATION

List shall be established by permanent assignment to a job classification.

ARTICLE VII - JOB POSTING AND BIDDING

To the extent permitted by Civil Service (if applicable), when a position covered by this Agreement becomes vacant and the Employer seeks to fill the position, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) working day period. Within five (5) working days after the expiration of the posting period, the Employer will award the position to the most senior applicant qualified. In the case of a vacancy in a full-time clerical position, permanent full-time employees will be considered first. During July and August or when an employee is out on sick leave or on vacation, a flyer announcing the vacancy will be mailed to the employee's home

and/or union steward. Any employee who wishes to be notified by electronic mail (email) will be notified provided that they have given their email address to the school department.

The successful applicant shall be given a ninety (90) working day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate. In the event that it is determined not to be qualified at the end of the probationary period, the position shall be re-posted internally and externally and may be awarded to the most qualified applicant.

ARTICLE VIII - HOURS OF WORK

A. Clerical Employees (Full-time)

The work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday, inclusive of a 30 minute lunch break except for the secretaries to the high school Principal, the payroll and account clerks of the central office, the receptionist, the secretary to the athletic director, the district data specialists/registrars, secretarial staff personnel office and business office, who shall work eight (8) hours per day inclusive of a 30 minute lunch break.. The Principal of the school or administrative supervisor to whom the employee is assigned shall set the work/hour schedule in accordance with the provisions contained in this section. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

B. Clerical Employees (School-Year)

The school year clerks in the eight (8) elementary schools, Special Education office and the Higgins Middle School shall work seven (7) hours per day, five (5) days per week. The school year shall be extended by five (5) days, seven (7) days or nine (9) days before school opens and five (5) days, seven (7) or nine (9) days after school recesses for the summer.

C. Cafeteria Employees

For those full-time Food Service employees currently employed by the Peabody Public Schools, who remain employed with no break in service, they shall be paid for 210 work days each school year. If additional days are worked, they shall be paid at the regular rate at the time they are worked. This amended work year shall be applied retroactively to July 1, 2022. The work day for full-time cafeteria employees shall consist of 6-hour days. Said employees shall serve breakfast on early release days. Full-time cafeteria workers who work on the two early release days shall be paid for six hours for each early release day.

- Effective January 1, 2024, parties agree that full-time Food Service employees hired after ratification of this Agreement, shall be paid for the following work years:
 - a. New Hires 200 work days
 - b. 5-9 years of service 205 work days
 - c. 10+ years of service 210 work days
 - d. The parties agree that all time worked for the City of Peabody shall count towards the calculation of “years of service” for the above work year eligibility. All current 30 hr. employees are grandfathered in at 210 work days. Current 18 hr. employees will be recognized as 210 day employees upon hire as a 30 hr. employee.

D. Transportation Employees.

The workweek for transportation employees shall consist of five (5) days, eight (8) hours a day, with a one (1) hour unpaid lunch, Monday through Friday, while school is in session.

The work year for Drivers shall be 204 days including five (5) working days prior to the opening of school, one (1) professional development day (either Election Day or the scheduled Professional Development day in March), and, if needed, three (3) working days after school closes for the summer, during which period(s) the work day will commence at 7:00 A.M. and end at 3:00 P.M. inclusive of a lunch period. If additional days are worked, they shall be paid at the regular rate at the time they are worked.

The work year for Monitors shall be 199 days, including one (1) day before the start of the school year, two (2) days after the end of the school year, and one (1) professional development day (either Election Day or the scheduled Professional Development day in March). If additional days are worked, they shall be paid at the regular rate at the time they are worked.

E. Rescheduling of Hours for Clerical (Full-Time & School-Year) and Transportation Employees.

Prior to the commencement of any school year, the District is empowered to change the work schedules of clerical (full-time and school-year) and transportation employees in accordance with the following procedure.

1. On or before August 1 of any year, and in the case of transportation employees, on or before the commencement of any school year, the District shall provide notice to the Union of any change in the starting and quitting time of any clerical (full time and part time) and transportation positions.

For a clerical position, such change in time shall not exceed a one (1) hour deviation from the original schedule (1997-1998 SY Schedule), i.e. one (1) hour later or earlier and shall take effect as of September 1 of that year.

For a transportation position, while school is in session, the starting time shall be no earlier than 6:15 A.M. and end no later than 4:15 P.M.

In buildings, or in the case of clerical employees in the same office, where there are employees working in the same job classification and the same work schedule, then the re-adjusted work schedule position shall first be attempted to be filled on a voluntary basis. In the event there are no volunteers, then the re-adjusted work schedule position shall be filled by utilizing the principle of inverse seniority from amongst those employees in the same building,

or, in the case of clerical employees, in the same office. If in the event the principle of inverse seniority is utilized and the affected junior employee has justified extenuating quality of life circumstances which create a hardship, then the employee may request the Union to seek a volunteer from another building/office who would be willing to transfer with the affected employee. If the Principal of the building or the supervisor of the office accepts the volunteer, then a transfer will be granted between the affected employee and the volunteer. In such event, the Union agrees that such a transfer is not subject to the grievance and arbitration provisions of Article V.

2. Any position rescheduled in accordance with paragraph 1 above shall not be rescheduled beyond the original two-hour deviation "window" first described above.

ARTICLE IX - OVERTIME

Food Service Employees:

Time and one-half an employee's regular hourly rate will be paid for all hours worked in excess of forty (40) hours in one (1) week. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. Any employee called back to work on the same day after having completed his assigned work and left his/her place of employment and before his/her next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/She will be guaranteed a minimum of four (4) hours pay at time and one-half. All overtime shall be equally and impartially distributed among personnel in each school who ordinarily perform such related work in the normal course of their week. When in a case of extreme emergency, if it may be necessary to call in personnel from other schools to aid and assist the personnel from schools other than the school where he/she normally performs his/her duties, he/she shall be released from his/her duties first when the workload lessens.

The decision as to what constitutes an emergency shall be vested in the Superintendent. If there is any dispute as to whether an emergency exists, the Union reserves the right to implement the grievance procedure as contained herein. The Employer shall keep records of overtime work in each division time book. In case of a grievance involving overtime among authorized personnel for assigned school functions, such records shall be subject to examination by the Union representative or the Shop Steward.

Clerical Employees:

Time and one-half an employee's regular rate will be paid for all hours worked in excess of forty (40) hours in one (1) week. Overtime shall not accrue and shall not be taken in the form of compensatory time off. The Committee reserves the right to have weekly copies of all overtime records cleared through the central office or other designee on a prior approval basis. A clerical employee shall receive \$1.00 per hour as a premium in addition to the regular hourly rate for all hours worked on a Saturday or Sunday up to 40 hours in a workweek. Said employee shall receive one and one-half times the daily rate of pay for hours worked in excess of forty (40) hours in a workweek on Saturdays, Sundays, or Holidays.

Transportation Employees:

Time and one-half an employee’s regular hourly rate will be paid for all hours worked in excess of eight (8) hours in any workday and forty (40) hours in any workweek.

ARTICLE X - MEAL PERIODS

All employees shall be granted a meal period of not less than thirty (30) minutes duration during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift. The Employer shall grant reasonable time off to any employee who is requested to and does work two (2) hours beyond his regular shift to partake of a meal. This Article shall not apply to the cafeteria employees.

ARTICLE XI - REST PERIODS

All employees’ work schedule shall provide for a reasonable rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

ARTICLE XII - CLEAN UP TIME

Employees shall be granted a ten (10) minute clean-up period prior to the end of each work shift.

ARTICLE XIII - HOLIDAYS

The following days and any other day that may be declared a holiday by the Governor of the Commonwealth, General Court, or School Committee of the City of Peabody, MA, shall be considered to be paid holidays for permanent full-time clerical employees:

- | | |
|----------------------|------------------------------------|
| New Year’s Day | August 14-V.J. Day (Veterans only) |
| Martin Luther King’s | Labor Day |
| President’s Day | Columbus Day |
| *Good Friday | Veteran’s Day |
| Patriot’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth | Christmas |
| Independence Day | Working day before New Year’s Day |

Permanent school-year clerical and transportation employees shall receive such of the above holidays as fall during the school year. Permanent intermittent employees including but not limited to provisional permanent intermittent who work twenty-five (25) or more per week shall receive such of the above holidays as fall during the period in which they are working. Permanent intermittent cafeteria employees shall be paid for Thanksgiving, Christmas and New Year's Day. Permanent full-time cafeteria employees are paid for forty-two (42) weeks work which encompasses school year holidays. However, said employees, by past practice, have received compensatory time off for Washington's Birthday and Patriot's Day and will continue to receive said benefits. Permanent part time clerical employees will receive compensation for the July 4th holiday, if it is recognized within the four (4) business days of the last scheduled work day before summer recess.

Effective July 1, 2023, all transportation employees shall be paid for any school days that the Peabody Public Schools are closed in observance of either Rosh Hashanah or Yom Kippur. These days will be considered working days within the regular work year, transportation employees will be expected to work their full shift or use earned vacation time.

Holiday pay shall be computed at the straight time rate times the number of hours in the regular daily work schedules. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay. Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half (1 1/2) times his/her regular rate of pay for all hours worked, but in no case shall be less than an amount equal to four (4) hours' work at the above rate, except for those employees who work on a continuous operation, in which case, work performed on a holiday shall be paid at straight time. If employees are required to work in excess of eight (8) hours on a holiday, they will be paid time and one-half their regular rate of pay for all hours over eight (8). Should any of the above named holidays fall on an employee's normal day off or a vacation period, he/she shall take one (1) day off with pay at his/her discretion within the fiscal year. The employee agrees to notify the School Department office one (1) week in advance of his/her choice.

If there is no school on religious holidays, elections, and professional development days, all employees in this bargaining unit not scheduled to work, may use vacation or personal days in lieu of an unpaid day.

*In the event schools are open, then employees shall be granted a different day in lieu of the holiday.

ARTICLE XIV - VACATIONS

Section 1. Vacations for transportation and clerical employees shall be earned and granted as follows:

- A. 1) After one (1) year of continuous employment: Two (2) weeks.
- 2) After two (2), three (3) and four (4) years of continuous employment: Two (2) weeks.
- B. For five (5) years of continuous employment, up to ten (10) years: Three (3) weeks.
- C. For ten (10) years of continuous employment: Four (4) weeks.

Section 2. Vacations for permanent school-year clerical and transportation employees shall be earned and granted as follows:

- A. After one (1) year of continuous employment: Two (2) weeks.
- B. After five (5) years of continuous employment: Three (3) weeks.

Section 3. Vacation leave for permanent school-year clerks shall normally be scheduled during school vacations:

- A. Employees entitled to one (1) week: Easter vacation.
- B. Employees entitled to two (2) weeks: Easter and February vacations.
- C. Employees entitled to three (3) weeks: Easter, February and Christmas vacations.

Section 4. The permanent full-time cafeteria employees shall be paid for all school days during the school year in which no lunch is served.

A. Permanent part-time cafeteria employees shall receive one (1) week of paid vacation after eight (8) years of continuous service. After 10 years of continuous service, said employees shall receive two (2) weeks of paid vacation.

Section 5. Vacations for bus drivers and bus monitors shall be earned and granted as follows:

- A. Full-time monitors will be treated the same as full-time drivers (30 or more hours).
- B. Permanent part-time monitors will be treated the same as part-time employees (less than 30hrs.).

Section 6. Vacation pay shall include the night shift differential for employees who work nights thirty-two (32) weeks or more during any calendar year.

Section 7. Vacation leave may be scheduled at any time throughout the calendar year subject to the needs of the department.

For Drivers and Monitors, vacation time may be used during the school year with prior written approval from the Superintendent or designee. Any remaining balance will be paid out in a lump sum of up to 25 days at the end of the school year.

With regard to vacation time for Food Service employees, part-time employees may only use accrued vacation on non-work days in April vacation and February vacation. Any unused vacation time will be paid in lump sum at the year of the school year.

For School based Full-Year Clerks, vacation time can be used for scheduled work days with prior approval with up to five permitted during the school year. For School-Year Clerks, any unused vacation time shall be paid in a lump sum up to 25 days at the end of the school year.

Section 8. When an employee reaches his/hers anniversary date, his/hers vacation schedule shall be adjusted to that schedule that his/her years of service dictates and said employee shall use his/hers vacation credit prior to December 31 except that employee may request a holdover of vacation credits to the next calendar year. (e.g. On anniversary date of December 1, employee reaches 5th year of service and has used two weeks' vacation. He/She shall be entitled to one more week vacation prior to December 31 unless extension of time has been requested and granted in accordance with above language.)

Section 9. Upon termination of employment, the employee shall receive a payment equal to the proportional amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary as indicated by the City Group Life Insurance Policy or to the estate of the deceased employee.

Section 10. Permanent intermittent employees, including but not limited to provisional permanent intermittent employees who work thirty (30) hours or more per week, shall receive vacation benefits pursuant to this Article on a Pro Rata basis.

Section 11. The day before Christmas will be considered a half working day. In the years when the day before Christmas falls on a weekday, four (4) hours off without loss of pay shall be granted on the last working day before Christmas to all permanent full-time and permanent part-time employees. In years when Christmas or the day before Christmas falls on a weekend, the half working day shall be observed during the school vacation week. The district will provide a schedule of the observed Holidays to the Union on or before November 1st each year. Employees shall be granted such day off the last working day before Christmas on a staggered basis as determined by the Principal and/or Supervisor.

Section 12: There shall be no carryover of vacation time from year to year unless approved in writing by the Business Manager and/or the Superintendent.
At no time may an employee's total number of vacation days in any given year exceed 25 days. If despite employee's best efforts said excess vacation days accrued, the parties shall cooperate to avoid a forfeiture.

ARTICLE XV - SICK LEAVE

A. Except as otherwise provided, **paid sick leave** will be credited at the rate of 1-1/3 days for each month of service, commencing the first work day of the month on which a person is employed with unlimited accumulation.

Permanent part-time cafeteria employees will be credited at the rate of one (1) day each month of service with no accumulation beyond the annual 20 days. Permanent intermittent employees, including but not limited to provisional permanent intermittent employees who work thirty (30) hours or more per week, shall receive sick leave and sick leave accumulation maximum on a pro-rata basis.

B. An employee **on retirement, or his estate, in the event of his death**, shall receive payment for days of accumulated unused sick leave, each such day calculated at fifty (50) percent of the per diem rate in force at the time of retirement or death up to a maximum of one hundred (100) days. The per diem rate shall be calculated as one-fifth (1/5) of the weekly compensation.

C. Sick leave shall be granted **for sickness or injury and for absence because of quarantine in the family**. An employee excluded or removed from employment on account of tuberculosis in a communicable form shall be carried on sick leave pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such additional period as he/she may be entitled under the rules of the Peabody School Department. If any contagious disease is contracted during the school year and connected with the school work, the employee shall receive full pay for six (6) months with the privilege of asking the School Committee for an extension of this allowance at the end of the six-month period. Such absence shall not be deducted from the regular personal sick leave.

D. In the case of absence due to **an industrial accident**, upon request of the employee, the Employer agrees to make up the difference between the regular wages of the employee and the amount received from Workers Compensation, and such difference in pay shall be drawn from and to the extent of the accumulated sick leave of the employee.

E. A female employee may use personal sick leave for up to eight (8) weeks following the birth of a child/children. Said leave must be used within fifty-six (56) consecutive calendar days following the birth.

F. A maximum of four (4) days of sick leave, granted under Section A, may be used in each calendar year for **critical illness/injury in the immediate family** who reside in the household of the employee. Critical illness/injury is defined as an illness/injury, which is sufficiently serious to require the presence of the employee at his or her home. It is agreed that the Committee may require a physician's certificate verifying the family illness and/or the needed presence of the employee.

G. On or about July 1 of each year, the Committee shall provide full-year employees with a report of their total accumulated sick leave of each year. For school-year employees, their total accumulated sick leave shall be provided to them in September of each year.

H. It is agreed that if the employee is absent for four (4) or more consecutive days, the employee must provide a physician's statement setting forth the dates of illness, the general reasons for the absence and number of days of the absence.

ARTICLE XVI - FUNERAL LEAVE

In the event of death in the immediate family of an employee, he/she will be granted leave with pay in the amount of five (5) working days and such leave shall not be charged to sick leave or vacation leave. The immediate family shall consist of father, mother, sister, brother, wife, husband, children, father-in-law, mother-in-law, grandparents, grandchildren or a relative living in the employee's household. An employee shall be granted leave with pay in the amount of two (2) working days for son-in-law, daughter-in-law,

brother-in-law or sister-in-law. An employee shall be granted one day per occurrence for the purpose of attending the funeral of a relative not listed above.

ARTICLE XVII - PERSONAL LEAVE

All full-year permanent employees shall be granted time off at the normal rate of pay to conduct personal business. Such personal leave shall not exceed four (4) days in any one (1) calendar year, contingent upon the approval of the Superintendent. All permanent school-year clerical, part-time transportation and full-time cafeteria employees shall receive three (3) such days, contingent upon the approval of the Superintendent. Said leave may be taken in one-half (1/2) day increments.

The Superintendent shall be informed as to the reason for such personal leave, if possible. Said reason being stated as "Legal", "Medical", "Dental" and/or "Unforeseen Business Transactions".

ARTICLE XVIII - HEALTH AND WELFARE

Section 1.

Health Insurance benefits, including contribution and co-payments shall be governed by an Agreement between the City of Peabody and the Peabody Public Employee Committee.

Employer, to the extent permitted by law, shall institute a pre-tax cafeteria plan in accordance with Section 125 of the Internal Revenue Code in order that the contribution to the health insurance premium cost by the employee will receive pre-tax treatment in accordance therewith.

Section 2.

In the event the City implements payroll deductions for dental insurance, members of the bargaining unit shall be allowed to participate therein.

Section 3.

School year employees, in this bargaining unit, will have their annual insurance premiums deducted from their paychecks, each pay period, on a prorated basis, over the school year.

(Refer to Appendix C)

ARTICLE XIX - SERVICE INCREMENTS

Section 1.

All permanent employees who work thirty (30) hours or more shall receive service increments as follows:

A. After five (5) years of service, up to ten (10) years	\$ 690.00
B. For ten (10) years of service, up to fifteen (15) years of service	\$ 900.00
C. For fifteen (15) years of service, up to (20) years of service	\$ 1200.00
D. For twenty (20) years of service, up to (25) years of service	\$1450.00
E. For twenty-five (25) years of service, up to (30) years of service	\$1700.00
F. For thirty (30) years of service, up to thirty-five (35) years of service	\$1900.00
G. For thirty-five (35) years of service, and more	\$2100.00

An employee shall have earned the full increment for a particular year on his anniversary date whenever it falls in the calendar year. This section shall be effective as of July 1, 2004.

Section 2.

Cafeteria employees who normally work less than (30) hours per week shall receive a first service increment after having reached 5000 hours and shall continue to receive said service increment if the employee works at least 500 hours per school year. Advancement to the next service increment shall be determined by use of the same formula.

Section 3.

The amount earned shall be paid in one lump sum on the first pay period in December. Said payment shall be made by a separate check.

Section 4.

For purposes of this Article, any employee who voluntarily or involuntarily terminates his/her service shall not be, upon reentry, entitled to prior service credit in computation of this benefit.

Section 5.

This Article shall not decrease any service levels previously attained and shall not alter the past method of determining eligibility and payment to employees referred to in Section 2 provided they work at least 500 hours per school year.

ARTICLE XX - UNIFORMS, PROTECTIVE CLOTHING, EQUIPMENT & FEES

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the Employer. In lieu of providing uniforms to cafeteria employees, the Employer shall grant an annual clothing allowance to said employees in the amount of two hundred dollars (\$200.00). The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employee. The Employer agrees to provide all material, equipment, tools and license fees (other than regular motor vehicle operating licenses) required to perform the duties assigned to the employees covered by this Agreement. This clause shall also apply to Cafeteria employees. Certain clerical employees will have smocks available while working around certain machines.

ARTICLE XXI - JOINT MANAGEMENT LABOR COMMITTEES

Section 1.

A Safety Committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up safety codes that both parties to this Agreement may agree to enforce.

Section 2.

A First Aid Committee shall be established for the purpose of studying and making recommendations on the transportation and treatment of sick and injured children throughout the school system.

ARTICLE XXII - UNION REPRESENTATIVES

Section 1. Union Stewards/Representatives

A written list of Union Stewards and other Representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The above shall be granted reasonable time off by the Superintendent so as not to impair the efficiency of the department to investigate and settle grievances.

Section 2. - Union Conventions

Union representatives, not to exceed two (2), shall each be granted two (2) days off with pay per calendar year for the purpose of attending the State Convention of MA. State Council No.93, AFSCME, AFL—CIO. One (1) employee who is elected as a delegate to attend the International Convention of the American Federation of State, County and Municipal Employees shall be given five (5) days off with pay per calendar year for the purpose of attending this said convention.

ARTICLE XXIII - CLASSIFICATION AND PAY PLAN

Section 1. Pay Plan

Attached hereto, and made a part hereof, shall be a pay plan entitled Appendix B, which shows a listing of all positions of employees covered by this Agreement, with their salaries/wages noted. Said Appendix reflects a 3% increase effective July 1, 2022, 3% increase effective July 1, 2023 and a 3% increase effective July 1, 2024.

Section 2. Retroactive Payment

Any retroactive payment of wages shall be made to Union Members within ninety (90) days of full ratification of any agreement obligating the Committee to make such a payment.

Section 3. Pay Periods

All employees shall be paid bi-weekly (every other week). Employees on the payroll as of the first payroll period of July 2005, shall receive one week of regular compensation in advance of the week worked. In recognition thereof, any such employee receiving an advance of pay upon separation of employment, whether by retirement, resignation, dismissal, death or any other means, shall repay to the City, said week advancement of pay. All new employees hired after the last payroll period of June 2005, shall be paid bi-weekly (every other week), without any advance of pay. Paydays shall be on every other Thursday.

“Paydays shall be on every other Wednesday. Effective September 1, 2023, school year employees shall receive their “base pay” via 22 consecutive pay periods between September 1st and June 30th. Annual compensation for “base pay” is calculated by total number of work days multiplied by daily hours, multiplied by hourly rate. The bi-weekly compensation for school year employees is calculated by dividing the annual compensation for the employee’s work schedule and step by twenty-two (22).

It is understood that employees will be compensated at their hourly rate for every hour worked beyond their contractual hours. Compensation for additional hours worked will be included in the next possible pay period and will be in addition to employee’s “base pay”.

Section 4. Side Agreements

All Side Agreements shall be contained in Appendix A hereof.

ARTICLE XXIV - UNION RIGHTS

Section 1. Information Announcements

Access to Information 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.

Section 2. Public Records

Public records normally maintained by the School Department shall be open for inspection by the Union upon request. Further, the School Committee, upon request, shall provide the Union with access to such relevant material as is reasonably necessary to enable the Union to fully protect the rights of its members, perform its functions under this Agreement and its obligations under G.L. Ch.150E. The request of the Union shall specify the material information, documents or evidence required to be examined, the form in which it is requested, and the reason for the request. The School Committee reserves the right to determine the form of copying such requested material and to be reimbursed for the reasonable cost of copying said material.

Section 3. - Access to Premises.

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL—CIO, and/or Local 364 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. The Employer shall be notified whenever a representative enters the premises.

ARTICLE XXV - SEPARABILITY AND SAVINGS

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 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, privilege or working condition, it shall be subject to negotiation between the parties.

ARTICLE XXVI - JURY DUTY

If an employee is called to jury duty, he/she shall receive, upon presentation of proper evidence, an amount equal to the difference between his/her normal compensation and the amount (excluding travel allowance) received from the Court.

ARTICLE XXVII - DAMAGE OR LOSS OF PROPERTY

The Committee reserves the right to the extent permitted by law, to reimburse employees for damage or loss of clothing or personal property suffered by an employee, who has not been negligent, while on duty in school, to the extent not otherwise covered by insurance, up to a maximum of \$100 in any instance.

The Committee reserves the right to indemnify employees in accordance with General Laws, Chapter 41, Section 100C.

ARTICLE XXVIII - MISCELLANEOUS WORKING CONDITIONS

- 1.** In the event any employee reports to his/her place of work at his/her regular scheduled time and is sent home for lack of work, he/she shall be paid for eight (8) hours at the rate to which he/she would be entitled for his/her shift.
- 2.** No one outside the School Department shall perform work normally done by the employees within the bargaining unit.
- 3.** The workload in the building shall be shared equally among all the assigned personnel in that building.
- 4.** If an employee is assigned work in higher classification he/she shall be compensated at his/hers own rate of pay or the rate of the job assigned, whichever is higher, for all hours worked.
- 5.** The Employer agrees to provide foul weather gear for all transportation employees. This provision may be implemented by providing foul weather gear in each school for use of all employees when and if necessary.
- 6.** Employees shall be paid the Internal Revenue Service rate of travel as in effect on September 1 of each year for the use of their vehicles. Employees will be paid on a monthly basis.
- 7.** The Committee will request the City Purchasing Agent to purchase supplies for delivery by June 1st of each year.
- 8.** Clerks will not have to make up absences as a result of no school days. When a permanent full-time clerk is called in on a snow day, he or she will be paid a special premium at the straight time rate for hours actively worked with a four (4) hour guaranteed minimum. This premium shall be in addition to regular compensation for the workweek.
- 9.** If a school year clerk is authorized to work on days when school is closed in celebration of Jewish holidays, and does so work, then the clerk shall be granted vacation credits equal to the hours so worked.
- 10.** All employees covered by this Agreement will adhere to the rules established concerning the use of time clocks.
- 11.** Transportation employees who regularly work thirty (30) hours or more per week shall not lose pay for days when school is closed because of weather conditions.
- 12.** All transportation monitors will receive the same benefits as cafeteria employees who work the same hours.
- 13.** Bus drivers are required to wash, clean and sweep the bus to which they are assigned on a regularly scheduled basis as directed by the administration.
- 14.** License renewal certification courses required to be taken by employees shall either be offered to such employees through the School Department or if not so offered, the cost of such courses shall be paid by the Department, provided the taking of such course(s) receive the prior approval of the School Business Administrator. In the event that such an outside course is so approved and the course instruction location is more than ten (10) miles from the City of Peabody, then the employee shall be reimbursed for mileage at the rate provided for by paragraph 11 of this article.
- 15.** If, in the course of employment, an employee damages or destroys his or her eyeglasses, upon proof of payment, the Committee will reimburse the employee for the repair or replacement of said glasses up to one hundred (\$100.00) in any one fiscal year.
- 16.** The parties agree to change the transportation route bidding process to include a final preview of all routes at least four (4) hours for Drivers and two (2) hours for Monitors prior to the maintained bidding process. Each Driver will be provided a run sheet that will include the run number, bus size, approximate number of students on each trip, the section of the City each trip goes or comes from (example: South, West, Central, East) and which school each trip goes to or comes from.

17. The Transportation Department shall conduct safety training to bus drivers on a bi-monthly basis. The purpose is to ensure that bus drivers attain the mandatory eight (8) hours of training per year required to renew the Department of Public Utilities school bus license that is issued annually. In the event a training is held outside of normal work hours, bus drivers shall be paid the overtime rate of time and one half (1 ½). Licensed school bus instructors, in this bargaining unit, shall be paid a stipend of (twenty-five) \$25.00 per hour to conduct these trainings.

18. The Committee agrees to pay the cost of the Department of Transportation physicals for employees who are required by DOT to carry a license that requires a DOT physical.

20. Use of Technology: Employees are prohibited from disseminating, posting or providing photographs or recordings of persons, students and/or equipment or facilities on school property unless otherwise authorized in writing by the Superintendent.

19. A dedicated telephone line will be set up in order to allow transportation workers to leave a message when they call in sick.

ARTICLE XXIX - NO STRIKE/NO LOCKOUT

The employees agree not to strike, engage in a work stoppage or withhold services from the Employer. The Employer agrees not to lock out employees for any reason.

ARTICLE XXX - MANAGEMENT RIGHTS

Except as expressly provided otherwise in the Agreement, the Employer shall not be deemed to be limited in any way in the exercise of the regular and customary prerogatives of the School Committee.

ARTICLE XXXI - PRINTING OF AGREEMENT

The Committee and the Union agree to equally share in the cost of the printing of this Agreement in booklet form. It is further agreed that each party is entitled to fifty (50%) of the number of booklets so printed.

The parties agree successor contracts will be proofed and initiated at the negotiation table prior to ratification. Further, the contract will be printed within 90 calendar days from the signing of the contract. The signing will not be unreasonably delayed.

ARTICLE XXXII - DURATION OF AGREEMENT

The terms and conditions of this agreement shall be effective July 1, 2022 or at such later date as to certain provisions, thereof, as may be specifically referred to in this agreement.

This agreement shall remain in full effect until 11:59 p.m. on June 30th, 2025. On or after July 1, 2024, either party may submit its proposals for a new agreement to be effective on the termination of this agreement and the parties shall proceed forthwith to bargain collectively with respect hereto.

If a successor agreement has not been executed on or before July 1, 2025, this agreement shall continue in force and effect until a successor agreement is executed

This Agreement entered into this _____day of 2023.

FOR THE COMMITTEE

FOR THE UNION

Mayor Edward A. Bettencourt, Jr.
Chairman of the Peabody School Committee

Sandra DaCunha, President
Local 364
AFSCME Council 93, AFL-CIO

Appendix A

1. As a matter of Side Agreement, and not as a matter of the Collective Bargaining Agreement, the Committee and Union agree to continue to meet during the life of the Collective Bargaining Agreement for the purpose of negotiating an evaluation instrument.

In the event that the parties fail to reach an agreement as to such an instrument after six (6) meetings, it is agreed that the matter will be submitted to arbitration with the Massachusetts Board of Conciliation and Arbitration for final resolution.

In exchange hereof, members of the bargaining unit employed, as of the date of execution of this Agreement, shall be paid a one-time bonus payment of two hundred dollars (\$200.00).

2. As a matter of Side Agreement and not as a matter of the collective bargaining agreement, the parties agree that in the event the clerical employees of the Special Education Department do not volunteer for summer work, the District may employ temporary summer help to provide those services. The parties further agree that a sick leave donation program will be established; the details of which will be finalized during the term of this Agreement

3. Current school year clerks will have the option to work "summer hours" . Summer hours are from July 1-August 15. Summer hours include 8:00 a.m. to 1:00 p.m., 4 days per week up to 20 hours. The days/times can be adjusted with the approval of the principal/supervisor.

Up to five (5) vacation days can be used when school is in session. Clerks may choose to work summer hours over school vacations and use vacation days in the summer with approval from the principal/supervisor.

It is understood that vacation days are compensated at 7 hours per day.

Appendix B

AFSCME CLERICAL SALARY SCHEDULES - Effective July 1, 2022 - the following pay scale will be utilized*				
		FY23	FY24	FY25
SCHEDULE A		Hourly Pay Rate	Hourly Pay Rate	Hourly Pay Rate
New Title	Old Title	2022-2023	2023-2024	2024-2025
Accounts & Facilities Clerk	Acct. Clerk	\$31.00	\$31.93	\$32.89
Accounts Assistant	Acct. Clerk Acct Payable	\$31.00	\$31.93	\$32.89
Athletics Assistant	Acct. Clerk, Athletics	\$31.00	\$31.93	\$32.89
Financial Assistant	Acct. Clerk Spec Ed	\$31.00	\$31.93	\$32.89
Payroll Assistant	Acct. Clerk Payroll	\$31.00	\$31.93	\$32.89
Registration & Data Specialist	Acct Clerk DESE Data	\$31.00	\$31.93	\$32.89
	DESE Data Spec	\$31.00	\$31.93	\$32.89
SCHEDULE B		Hourly Pay Rate	Hourly Pay Rate	Hourly Pay Rate
New Title	Old Title	2022-2023	2023-2024	2024-2025
Elementary School Clerk	Clerk Typist School year	\$28.50	\$29.36	\$30.24
Guidance Clerk	Principal Clerk Typist	\$28.50	\$29.36	\$30.24
High School Clerk	Senior Clerk Typist	\$28.50	\$29.36	\$30.24
Middle School Clerk	Clerk Typist School year	\$28.50	\$29.36	\$30.24
Receptionist Interpreter	Receptionist	\$28.50	\$29.36	\$30.24
Special Education Secretary	Principal Clerk Typist	\$28.50	\$29.36	\$30.24
SCHEDULE C		Hourly Pay Rate	Hourly Pay Rate	Hourly Pay Rate
New Title	Old Title	2022-2023	2023-2024	2024-2025
Dean's Clerk	Clerk Typist School year	\$25.80	\$26.57	\$27.37
High School Records Clerk	Clerk Typist School year	\$25.80	\$26.57	\$27.37
Special Education Clerk	Clerk Typist	\$25.80	\$26.57	\$27.37
Food Service Clerk	Clerk Typist	\$25.80	\$26.57	\$27.37
Receptionist	Receptionist	\$25.80	\$26.57	\$27.37
Transportation Clerk		\$25.80	\$26.57	\$27.37

* Any employee whose salary does not reflect an increase in FY23 on the new salary schedule will receive a rate of pay that will increase a minimum of 3% annually as described in paragraph 2 of the MOA.

Any employee in the clerical union that wishes to appeal their placement on the salary scale will have to appeal to a third-party panel. Employees wishing to appeal their placement on the salary scale must notify the Superintendent and the union in writing no later than July 1, 2023. The union and the district will each send a non-voting representative to each appeal hearing. The decision of the 3rd party panel will be final and will not be eligible to utilize the grievance procedures outlined in the collective bargaining agreement. Any changes to placement on the salary scale will go into effect as of July 1, 2023.

Appendix B – continued

AFSCME FOOD SERVICE SALARY SCHEDULES - Effective July 1, 2022 - the following pay scale will be utilized			
	FY23	FY24	FY25
Job Title	Hourly Pay Rate	Hourly Pay Rate	Hourly Pay Rate
	2022-2023	2023-2024	2024-2025
Head Cook Secondary Schools*	\$26.78	\$27.58	\$28.41
Head Cook Elementary Schools	\$23.38	\$24.08	\$24.80
Assistant Cook	\$21.73	\$22.38	\$23.05
General Worker	\$20.44	\$21.05	\$21.68
Cafeteria Truck Driver	\$23.59	\$24.29	\$25.02
Food Service Clerk	\$25.80	\$26.57	\$27.37
*Head Cook at Carroll Elementary School shall be paid at the secondary school rate			
AFSCME TRANSPORTATION SALARY SCHEDULES			
	FY23	FY24	FY25
SCHEDULE A	Hourly Pay Rate	Hourly Pay Rate	Hourly Pay Rate
	2022-2023	2023-2024	2024-2025
Bus Operator	\$24.72	\$25.46	\$26.22
Bus Monitor	\$15.65	\$16.12	\$16.60
Dispatcher	\$22.22	\$22.89	\$23.58

APPENDIX C

HEALTH INSURANCE

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF PEABODY

AND

THE PEABODY PUBLIC EMPLOYEE COMMITTEE

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF PEABODY
AND
THE PEABODY PUBLIC EMPLOYEE COMMITTEE
[November 10, 2015]**

WHEREAS, the City of Peabody and the Peabody Public Employee Committee have concluded negotiations on health insurance benefits to be provided July 1, 2016 through June 30, 2019 by the City to employees, retirees and their dependents and survivors (hereinafter referred to as subscribers); and

WHEREAS, the parties agree that the collective bargaining agreements in effect between the City and its Unions shall continue in full force and effect except as expressly modified by this Memorandum of Agreement; and

WHEREAS, the Peabody City Council voted on May 24, 2012 to accept Section 19 of Chapter 32B;

NOW, THEREFORE, the Public Employee Committee and the City have entered into this Memorandum of Agreement pursuant to Section 19 of Chapter 32B.

Effective Date and Duration of Agreement

1. This agreement shall take effect on the date as of which this agreement has been executed by the City and by representatives of the Public Employee Committee constituting at least fifty percent (50%) of the weighted votes of the Committee and shall remain in effect through June 30, 2019.

Transfer of Health Coverage to the MIIA Blue Cross Blue Shield of Massachusetts

2. The City of Peabody and the Peabody Public Employee Committee agree to provide health coverage by transferring subscribers from the Group Insurance Commission on July 1, 2016 to MIIA sponsored Blue Cross Blue Shield of Massachusetts through June 30, 2019. For the purposes of this agreement, the term "subscribers" shall mean all employees, retirees, and their dependents and survivors, insured and eligible under Chapter 32B.

3. The City agrees to maintain the current health plan offerings to subscribers up until the effective date of their transfer to the MIIA Blue Cross Blue Shield of Massachusetts.

4. Subscribers will receive health coverage from MIIA Blue Cross Blue Shield of Massachusetts in accordance with the provisions of Section 19 of Chapter 32B, as amended by Chapter 67 of the Acts of 2007.

5. The City will provide notice to the Group Insurance Commission that it is transferring subscribers out of the Commission no later than November 30, 2015.

6. The City will provide any information reasonably required by the MIIA Blue Cross & Blue Shield of Massachusetts in order to the MIIAA Blue Cross & Blue Shield of Massachusetts and will take all other necessary actions reasonably required by the MIIA Blue Cross & Blue Shield products to effectuate the transfer no later than June 30, 2016 and to maintain coverage thereafter for the duration of this agreement.

Health Plans

Active and Early Retirees Plans (Non-Medicare Plans)

7. The following plans shall be made available to Active and Early Retirees (Non-Medicare) subscribers:

- HMO Blue New England 7/1/2015 Benchmark
- Blue Care Elect Preferred PPO 7/1/2015 Benchmark

Premium Contributions for Active and Non-Medicare Plans

8. Active Employees:

For the duration of July 1, 2016 through June 30, 2019, the City will contribute eight-five percent (85%) of the premium for any Blue Cross and Blue Shield plans named above, including health maintenance (HMO) or preferred provider (PPO) which any active Subscriber selects and the Subscriber shall contribute fifteen percent (15%).

9. Non-Medicare Retirees and Non-Medicare Eligible Retirees:

For the duration of July 1, 2016 through June 30, 2019, the City will contribute eight-five percent (85%) of the premium for any Blue Cross and Blue Shield plans named above, including health maintenance (HMO) or preferred provider (PPO) which any Retired subscriber and the Subscriber shall contribute fifteen percent (15%).

Medicare Retirees Plan

10. The following plan shall be made available to Medicare subscribers:

- Medex 2 Plan 2015 with Blue Medicare Rx PDP 2015

Premium Contributions Medicare Retirees

11. Medicare Eligible Retirees:

Effective July 1, 2016, Medicare subscribers shall pay five percent (5%) of the premium and City shall pay ninety-five percent (95%) of the premium. Effective July 1, 2017, Medicare subscribers shall pay seven and a half percent (7.5%) of the premium and the City shall pay ninety-two and a half percent (92.5%). Effective July 1, 2018, Medicare subscribers shall pay ten percent (10%) of the premium and the City shall pay ninety percent (90%) of the premium. Effective June 30, 2019, Medicare subscribers shall pay fifteen percent (15%) of the premium and the City shall pay eighty-five percent (85%) of the premium.

Retired Municipal Teachers

12. For subscribers currently identified as Retired Municipal Teachers who are enrolled in the GIC pursuant to M.G.L. c. 32A, § 12 as of January 1, 2013, the City will continue to contribute the same percentage of the premium for any plan under Blue Cross and Blue Shield as are currently offered by the GIC. The contribution splits for subscribers who retire after the effective date of this agreement shall be as provided above.

Maintenance of Dental and Life Insurance

13. After subscribers are transferred to Blue Cross and Blue Shield, the City shall provide life insurance and dental insurance benefits of the same or better terms as were provided to group insurance participants prior to the transfer to the City group of the GIC in January 2012. For the duration of this Agreement, the City shall contribute fifty percent (50%) to the cost of life insurance and the subscribers shall contribute fifty percent (50%). Retirees shall pay one hundred percent (100%) of the cost of dental benefits and the City shall pay zero percent (0%).

14. The Health Plan design will be consistent with the current 7/1/2015 GIC copay's and deductibles. Employees will contribute 15% and the City will contribute 85%. Retired Municipal Teachers will contribute at the same rates as the previous contract, 15% for those who retired after July 1, 1990 and 10% for those who retired on or before July 1, 1990. City Retirees will contribute 5% July 1, 2016, 7.5% July 1, 2017 and 10% July 1, 2018. On June 30, 2019 the Retiree contribution will go to 15%. The City agrees to transfer from mitigation funds to offset the impact on Retirees. Retiree contributions will be reduced by 50% per year creating actual retiree withholdings of 2.5% July 1, 2016, 3.25% July 1, 2017 and 5% July 1, 2018. The balance of required retiree contributions 2.5% percent for FY2017, 3.25% for FY2018 and 5% for 2019 will be paid to the city from the mitigation fund.

HMO Premium Holiday

15. All members enrolled in the HMO will receive a one month premium holiday each year of the agreement. (Month to be determined)

Mitigation Fund

16. The City agrees to contribute 15% of the first year savings to the mitigation fund. Savings will be determined as soon as possible after the end of FY2017 and calculated as follows: June 2016 GIC enrollment along with FY2017 GIC Rates will be used to calculate the derived cost had the City stayed in the GIC. The actual MIA Costs for FY2017 will be subtracted from the derived GIC cost to arrive at year 1 savings. 15% of this savings will be transferred to the mitigation fund.

Language

17. The City and the PPEC will work towards amending the language from the prior agreement in order to incorporate the agreed items and document the move from GIC to MIA into a new agreement. In the event there is not sufficient funds in mitigation to fully fund the HMO premium holiday or the 50% offset towards retiree contributions the City and the PPEC will meet to discuss alternatives.

Meetings

18. The Public Employee Committee shall be composed of one (1) union officer from each collective bargaining unit which negotiates with the City and a retiree representative

designated by the Retired State, County and Municipal Employees Association. Each union officer and the retiree representative shall have the option of allowing one additional representative to attend meetings of the Public Employee Committee with the City.

19. The parties shall establish a regular schedule of meetings to discuss the implementation of this agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place no less than quarterly, unless agreed otherwise. Meetings will be held at times and places which are mutually agreed upon by the City and the Committee. In addition, either party may convene a meeting upon seven (7) calendar days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices will be provided to the City and to the Public Employee Committee to the person and in the manner designated in writing by the City and the Committee.

20. Any employee who is a representative on the Public Employee Committee shall receive time off to attend meetings of the Committee with the City with full pay, if meetings are during the employee's normally scheduled work hours.

Correspondence and Information

21. The City shall copy the Public Employee Committee on correspondence related to the agreement between the City of Peabody and the MIAA Trust's Blue Cross PPO, HMO and Medex products exclusive of any correspondence that may violate HIPPA.

22. Upon request, the City shall provide the Committee with information reasonably necessary to carry out its responsibilities under this agreement and the provisions of Section 19 of Chapter 32B, as amended by Chapter 67 of the Acts of 2007.

Health Coverage After June 30, 2019

23. The Mayor, or his designee, and the PEC shall commence negotiations for a successor agreement no later than _____. The City and PEC agree to consider options outside of the GIC including entertaining bids from commercial insurance carriers for the City's health coverage. Negotiations shall include, but not be limited to, premium contributions, continuation of the HRA, and the impact of out-of-pocket costs to subscribers. To facilitate negotiations, the City shall require specific utilization and claims data from the MIAA Trust's Blue Cross PPO, HMO and Medex products pursuant to MIAA Trust's Blue Cross _____, which shall be made available for examination by the PEC.

24. Notwithstanding any other provision of this Agreement, the parties agree that execution of this written Agreement constitutes both a vote by the PEC to enter into a Section 19

agreement, as well as a vote by the PEC to revoke Section 19 upon this Agreement's expiration on June 30, 2019. Therefore, Section 19 shall be deemed revoked on June 30, 2019, and said revocation shall not require a subsequent agreement between the City and the PEC or subsequent vote by the City Council and approval by the Mayor. If it is later determined that distinct vote by the City Council and approval of the Mayor is required to revoke Section 19, then this PEC AGREEMENT shall be deemed to be support, approval, and agreement by the City and the PEC for the revocation of Section 19. The City must notify the MIAA Trust's Blue Cross PPO, HMO and Medex no later than _____ if the intend to withdraw from the MIAA Trust.

25. When this AGREEMENT expires and Section 19 is revoked pursuant to paragraph 30 above, the PEC will be dissolved in accordance with Chapter 32B, § 19(a). Negotiations shall be in accordance with M.G.L. c. 150E and/or M.G.L. c. 32B, § 19 and/or §§21-24 or any other applicable law regarding public employee health insurance.

Effect of Agreement

26. This agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any city policies or any collective bargaining agreements between the City and any unions representing city employees.

Cancellation

27. In the event the City is delinquent in making payments as required by the MIAA Trust's Blue Cross PPO, HMO and Medex, and the MIAA Trust's Blue Cross notifies the City that it intends to exercise its option to cancel coverage pursuant to Section 19(f) of Chapter 32B, the City will immediately notify the Public Employee Committee, present its proposal for plans which are at least the actuarial equivalent of those offered by the Commission, and engage in negotiations with the Public Employee Committee for replacement coverage.

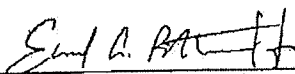
Arbitration of Disputes

28. Either party may submit a dispute between the parties concerning the interpretation or application of this agreement to the American Arbitration Association for final and binding arbitration under its Labor Arbitration Rules. A request for arbitration by the Public Employee Committee shall be set forth in M.G.L. Chapter 32B, § 19.

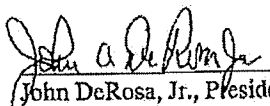
Signatories

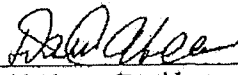
34. Each signatory to this agreement is authorized to bind the entity he/she represents.

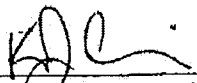
Executed on behalf of the City of Peabody:

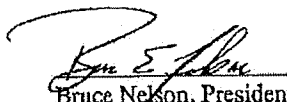

Edward A. Bettencourt Jr., Mayor
City of Peabody

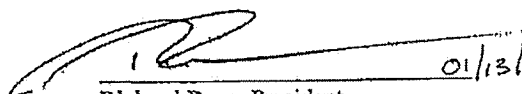
Executed on behalf of the Public Employee Committee:

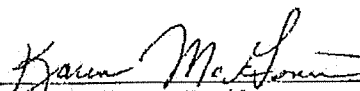
 01/13/16
John DeRosa, Jr., President
Peabody Police Captains Association
MASSCOP Local 346

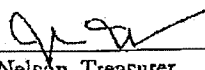
 1/13/16
David Ahearn, President
Peabody Firefighters
IAFF Local 925

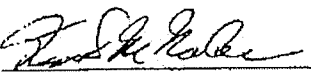
 1.13.16
Kevin Collins, President
PMLP/AFSCME Local 364
AFL-CIO

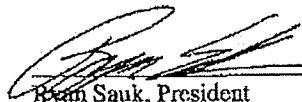
 1/13/2016
Bruce Nelson, President
Peabody Federation of Teachers, Local 1289
AFT/AFT-MA/AFL-CIO

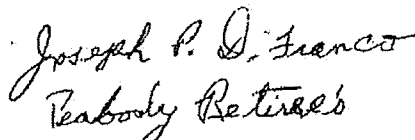
 01/13/16
Richard Rose, President
Peabody Police Benevolent Association
MCOP Local 351

 1/13/2016
Karen McGovern, President
Peabody Administrators Association
MTA/NEA

 1/13/16
John Nelson, Treasurer
Peabody Police Benevolent Association Local 351
Area-13 Vice President
Massachusetts Coalition of Police

 1/13/2016
Kenneth McCue, Treasurer
Peabody Federation of Teachers, Local 1289
AFT/AFT-MA/AFL-CIO

 01/13/16
Ryan Sauk, President
Peabody Dispatchers Association
MCOP Local 348


Joseph P. DiFranco
Peabody Retirees
01/13/2016



