

AGREEMENT

Between the

CITY OF REVERE, MASSACHUSETTS

And the

PUBLIC EMPLOYEES LOCAL UNION 22

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO



Unit A - Department Head Unit

JULY 1, 2021- JUNE30, 2024

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AGREEMENT

Effective July 1, 2010, between the City of Revere, Massachusetts (hereinafter referred to as the "City") and the Massachusetts Laborers' District Council on behalf of Public Employees Local 22 of the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

Section 1. Recognition:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work, standards of productivity and performance and other conditions of employment for employees in a bargaining unit including all full-time and regular part-time department heads employed by the City of Revere, including:

- a. Building Commissioner
- b. Business Manager
- c. Chairman of the Board of Assessors
- d. City/Community Planner
- e. Class 4 Water Distribution
- f. Data Manager Board of Assessors
- g. Director of 311/Constituent Services
- h. Director of Elder Affairs
- i. Director of Healthy Communities
- j. Director Inspectional Services
- k. Director of MIS
- l. Director of Parking
- m. Director of Parks and Recreation
- n. Director of Public Health
- m. Director of Purchasing
- n. Director of SUDI and Homelessness Initiatives
- o. Director of Veterans Affairs
- p. Elections Commissioner
- q. Engineering Project Manager
- r. HRIS/Payroll Manager
- s. Library Director
- t. Sealer of Weights and Measures

Per mutual agreement the following positions shall be removed from the union once the current employee in position retires/resigns:

- a. Data Manager
- b. Sealer of Weights and Measures

ARTICLE II

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1.

Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and converted activities for the purpose of collective bargaining or other mutual aid protection,

Section 2. Participation in the Union

The City will advise the Union in writing of the name, address, classification, and department of each new employee. The City recognizes the right of any employee to become a member of the

Union, and will not discourage, discriminate, or in any other way interfere with the right of any employee to become and remain a member of the Union.

Section 3.

In the exercise of these rights, all employees covered by this Agreement shall be free from all interference, restraint and coercion, and such employees shall be protected against discrimination regarding tenure, promotion, or other conditions of employment.

Section 4. Probationary Period

The probationary period for all employees in classifications subject to M.G.L. c. 31 shall be controlled by the provisions of CBI. The probationary period for all other employees shall be six (6) months. During his/her probationary period, an employee is subject to termination for any reason and his/her termination may not be appealed through the contractual grievance and arbitration procedures (Article VI).

ARTICLE III
RIGHTS OF MANAGEMENT

Section 1.

In the interpretation and administration of the Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of municipal management or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or governmental authority including, but not limited to, the following examples: the operation and direction of the affairs of the departments in all of their various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination of employee classifications; the determination and interpretation of job descriptions, but not including substantive changes; the planning, determination, direction and control of all the operations and services of the departments (and their units and programs); the increase, diminishment, change or discontinuation of operations in whole or in part; the institution of technological changes or the revising of processes, systems or equipment; the alteration, addition or elimination of existing methods, equipment, facilities or programs; the determination of the methods, means, location, organization, number and training of personnel of the department, or its units or programs; the assignment and transfer of employees; the scheduling and enforcement of working hours; the assignment of overtime; the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called; the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis; the hiring, appointment, promotion, or lay-off of employees due to lack of funds or work or the incapacity to perform duties or for any other reason; the making, implementation, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the City deems necessary.

Nothing in this article shall be interpreted or deemed to limit or deny any rights of management provided the City by law.

Section 2.

The City of Revere and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement.

Section 3.

No bargaining unit employee shall be demoted or suspended except for just cause.

Section 4.

An employee who holds a position with a "term of office" that is set by the Massachusetts General laws, or by a Special Act of the legislature, or by the Revised Ordinances of the City of Revere may not be

terminated during that "term" without just cause. However, such an employee need not be re-appointed at the end of that term.

ARTICLE IV UNION ACTIVITIES

Section 1.

There shall be no deduction of pay from grievance and/or Union Officers or Stewards when engaged in joint meetings with management concerning grievances and negotiations during working hours.

Section 2.

No Union activities, including the solicitation of membership or collection of dues, will be carried on during working hours.

Section 3.

The Union shall furnish the City with a written list of its Local Officers and Shop Stewards and shall, as soon as possible, notify the Mayor in writing of any changes to that list. Only those Officers and Stewards shall be recognized by the City for purposes of joint meetings, except that at the Union's discretion the Union may be represented by an International Officer and/or counsel.

ARTICLE V GRIEVANCE, ARBITRATION PROCEDURES

Section 1.

Grievance Procedure: In the event of a grievance between the employees and the City, the representatives of both agree to make prompt and earnest efforts to settle the matter. For purposes of this Agreement, a grievance shall be defined as any dispute between the Town and the Association and/or a member of the unit covered by this Agreement involving only the interpretation or application of a specific provision of this Agreement, except as provided in Section 3 hereof, all grievances shall be handled as follows:

Step 1: The employee, with a union representative if he/she so desires, shall take up the grievance in writing with the Mayor within fifteen (15) days of the occurrence or failure of occurrence giving rise to the grievance. Any grievance not timely filed at this step shall be null and void.

The written grievance must contain the following information:

- a. a concise statement of the "grievance" including the date filed.
- b. a statement of the remedial action or relief sought.
- c. a statement of reasons why the aggrieved believes the remedy should be granted.
- d. the name or names of the employees aggrieved.

The Mayor or his/her designated representative shall provide a written answer within ten (10) days of receipt of the grievance. If the grievance is not satisfactorily resolved at this step:

Step 2: It may be appealed to arbitration by written notice of such intention to appeal given the Mayor within thirty (30) days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Section 7, below.

Section 2.

A grievance not initiated within the time limit specified shall be deemed waived. Failure of the employee or the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the City's last position and shall not be eligible for further appeal. Failure of the City or its agents to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provisions of this Agreement.

Section 3.

In the event the City submits a grievance it shall be discussed between the Union and the Mayor or his/her duly authorized representative. If not resolved, it may be submitted forthwith by either party to arbitration.

Section 4.

No employee shall be able to submit a grievance to arbitration, that right being reserved solely to the City and the Union.

Section 5.

No reprisals of any kind will be made by the City against any party in interest or any participant in the grievance procedure by reason of such participation.

Section 6.

Employee Option. Employees subject to c. 31 who have completed their probationary period of employment shall not be suspended, discharged, or otherwise disciplined except for just cause. Any dispute concerning whether such cause exists may be a subject of grievance and arbitration under the terms of this Agreement; provided, however, an employee may not pursue his/her grievance/arbitration remedies and his/her statutory Civil Service Commission remedies, if any, with respect to the same dispute, but must elect between them in writing, such election to be made at Step 3, If any employee elects arbitration, any action previously taken by the appointing authority pursuant to Chapter 31 will be considered the equivalent of a Step 2 determination; and his/her election in writing will constitute the grievance hereunder.

Section 7.

Arbitration. In the event that either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator through the American Arbitration Association and the arbitration shall be conducted in accordance with the rules of the AAA. The decision of the arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings; but such period may be extended by mutual agreement of the parties hereto. The award of the arbitrator shall be final and binding on the parties and the expense of the arbitration shall be shared equally. The arbitrator shall have no right to add to, subtract from or in any way alter the provisions of this Agreement. Furthermore, the arbitration award shall be one such as is permitted by law.

Section 8.

All reference to days in this Article shall be measured as "business days." This is understood to exclude weekends and holidays, but not vacation days, sick days, or any other earned time. Otherwise, Section 2 of this Article shall be strictly construed.

ARTICLE VI
SENIORITY

Section 1.

Subject to Section 9, below, Seniority for purposes of this contract shall be based upon the employee's length of continuous uninterrupted service in a permanent position in the employ of the City of Revere. For purposes of this Section, the following shall not be considered an interruption of service:

- a. an approved leave of absence
- b. an absence on Workers' Compensation

ARTICLE VII
CLASSIFICATION SCHEDULE AND COMPENSATION

Section 1. Classification Schedule and Compensation

Unless otherwise noted on the attached union schedule, Unit A members shall receive the following percentage raises in base pay:

- a. Effective July 1, 2021 3% (retroactive to 7/1/2021)
- b. Effective July 1, 2022 3%
- c. Effective July 1, 2023 3%

Salary schedule to be adjusted by 3% per year.

The City agrees to conduct a wage survey within 90 days (about 3 months) after signing this agreement. Once finalized, the City and Union will reconvene to discuss any potential adjustments.

All employees who fall below the salary range once the 3% is applied for FY2022 (July 1, 2021), their salary shall default to the lowest pay in the newly created salary range.

Section 2. Temporary Service in a Higher Classification

When an employee is required to work in a higher classification for a period of thirty (30) consecutive days, due to the absence of the regular employee in that higher classification the employee shall, for the remaining period that he/she is working in the higher classification be compensated at the base rate for that higher classification.

Section 3.

The Union and the members of the bargaining unit acknowledge that employees covered by this Agreement are exempt from the provisions of the Fair Labor Standards Act and are not entitled to overtime payments.

Section 4.

On the first day of the employee's fifteenth (15th) year of employment, in a position or positions covered by this contract (or another contract to which Local 22 is a party) shall thereafter have his/her annual rate of compensation increased by 5%. In calculating years of service for the purposes of the previous sentence, up to a maximum of two (2) years of either military service or employment with another City of Revere agency may be counted toward the fifteen (15) years. Five (5) years of service in the military or National Guard shall count as one (1) year of military service for the purposes of the last sentence. This change will be effective July 1, 2021.

Section 5.

New section title FLSA Exempt- It is understood that for the purposes of FLSA overtime regulations, members are "exempt" due to the nature of their duties and therefore not eligible to earn overtime.

Section 6.

The Mayor reserves the right to modify the titles and job descriptions for grant funded positions, including job salary and work hours, based upon the availability of funding. The union has the right to impact bargain the working conditions if this arises.

ARTICLE VIII
SICK LEAVE

Section 1.A.

Full-time employees hired before March 1, 2018, accrue one and one-fourth (1 1/4) days of sick leave per month up to a maximum of fifteen (15) days in any calendar year. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of three hundred fifty (350) days.

Section 1.B.

Each employee shall be, when entitled thereto, granted sick leave aggregating not more than twelve (12) days in any year, without loss of pay. Sick days shall accrue to each employee on the basis of one (1) day for every month of continuous service. Sick leave allowances not used in any particular year may be accumulated up to three hundred and fifty (350) days.

This amendment shall take effect for all new hires, hired after the signing of the MOA on 9/7/2021.

Section 2.

Sick leave may only be used for absences due to the employee's own illness or injury.

Section 3.

The City may require that an employee who is absent due to illness or injury for five (5) consecutive days, or for more than five (5) days in any month, provide satisfactory medical verification of illness from the employee's own physician (at the employee's expense). In addition, the City may require that the employee be examined (at the City's expense) by a health care professional designated by the employee's appointing authority,

Section 4.

Failure to provide requested verification of illness and/or failure to submit to examination by the City designated professional will result in loss of pay for the period that the employee was absent and will serve as cause for discipline up to and including discharge. Feigning illness/injury and/or other abuse of sick leave will likewise result in loss of pay for the period that the employee was absent and serve as cause for discipline up to and including discharge.

Section 5. Sick Leave Incentive.

Full-time employees who are in full pay status for the entire calendar year, who have accumulated at least thirty (30) sick leave days by the last day of the calendar year, and who use four (4) or fewer sick leave days during that calendar year are eligible to participate in the following sick leave redemption program:

Sick Leave Used by Employee	SL Given Up by Employee	SL Paid Out to Employee
4 days	3 days	3 days
3 days	3 days	3 days
2 days	5 days	5 days
1 days	5 days	5 days
0 days	5 days	5 days

If any vacation taken was requested within 48 hours prior to being utilized, it shall be assessed as a Sick Day for purposes of determining the amount of payout required by the Sick Leave Incentive Program set forth herein.

An employee who is absent from work and is receiving Worker's Compensation benefits for ten (10) days or longer will not be eligible to receive the above Sick Leave Incentive payments.

Section 6. Retirement Buy-Back

6(A)(1). A full-time employee hired before March 1, 2018 who terminates his/her employment, retires pursuant to M.G.L.c.32, and who is immediately eligible for retirement benefits, and who has accrued at least fifty (50) sick days as of the date of retirement, shall, as of the date of his/her termination, be eligible to redeem any accumulated unused sick days (up to a maximum of three hundred fifty (350) days) for a cash payment in accordance with the following:

- a. The first hundred (1-100) days may be redeemed at the rate of thirty dollars (\$30.00) per day.
- b. The second hundred (101-200) days may be redeemed at the rate of forty dollars (\$40.00) per day.
- c. The third hundred (201-300) days may be redeemed at the rate of sixty-five dollars (\$65.00) per day.
- d. The third hundred and one (301) days thru three hundred and fifty (350) days may be redeemed at the rate of seventy-five dollars (\$75.00) per day,

(The maximum payment for an employee who at his/her retirement had three hundred (350) accumulated unused sick leave days would be \$17,250.00).

- a. Any member with under 151 days of sick leave may accrue only up to 150 sick days.
- b. Any member with 151 to 200 sick days may accrue only up to 200 sick days
- c. Any member with 201 to 250 sick days may accrue only up to 250 sick days
- d. Any member with 251 to 300 sick days may accrue only up to 300 sick days
- e. Any member with 301 to 350 sick days may accrue only up to 350 sick days

6(a)(2).

A full-time employee hired on or after March 1, 2018 who terminates his/her employment, retires pursuant to M.G.L.c.32, and who is immediately eligible for retirement benefits, and who has accrued at least fifty (50) sick days as of the date of retirement, shall, as of the date of his/her termination, be eligible to redeem any accumulated unused sick days (up to a maximum of one hundred fifty (150) days) for a cash payment in accordance with the following:

- a. The first hundred (1-100) days may be redeemed at the rate of thirty dollars (\$30.00) per day.
- b. The second hundred (101-150) days may be redeemed at the rate of forty dollars (\$40.00) per day.

The maximum payment for an employee who at his/her retirement had one hundred fifty (150) accumulated unused sick leave days would be \$5,000.

6(b). A part-time employee who terminates his/her employment, retires pursuant to M.G.L. c. 32, and who is immediately eligible for retirement benefits, and who has accrued at least fifty (50) sick days as of his/her retirement date shall, as of the date of his/her termination, be eligible to redeem any accumulated unused sick days (up to a maximum of three hundred and fifty (350) days) for a cash payment according to the above schedule, except that the per day rate shall be pro-rated (based on the ratio of the employee's average weekly hours (as defined at Article XV, Section 7) to the full time work week for an employee in the same classification). For example, the cash payment for an employee whose average weekly hours were twenty (20), who worked in a position for which the full-time work week was thirty-nine (39) hours, and who had ninety (90) days of accrued sick leave as of the date of his/her termination would be calculated as follows:

$$(20/39) \times 90 \times \$30.00.$$

For purposes of computing the number of "days" that a part-time employee has accrued a "day" shall consist of eight (8) hours of sick leave.

6(c). If the beneficiary(s) of a deceased employee are entitled to benefits under M.G.L. c.32, Section 11, they shall be eligible to redeem the deceased employee's accumulated unused sick days in accordance with the above procedure.

Section 7(a).

The City will adhere to the requirements of the Workers' Compensation Law, Massachusetts General

Section 7(b). Workers' Compensation

It is agreed that pursuant to M.G, L. c. 152, Section 69, an employee who is receiving Workers' Compensation payments may draw on any accumulated sick leave that he/she may have to supplement his/her Workers' Compensation payment such that the combination of such payments will result in the payment to the employee of his/her full regular compensation.

It is understood that an employee does not accrue any form of contractual benefits (e.g., vacation leave, sick leave, holiday pay, personal days, longevity payments, education payments) while he/she is receiving Workers' Compensation.

It shall be the responsibility of the employee to immediately report to his/her supervisor any injury sustained in the course of his/her employment and further that all reports, doctors' certificates, and medical records shall be provided to the City in a timely fashion, in the course of his/her employment.

ARTICLE IX
SICK LEAVE BANK

Section 1.

Sick Leave Bank - Effective July 1, 2002, a sick leave bank will be established for use by eligible members of the bargaining units represented by Laborers Local Union 22 who choose to participate in the sick leave bank.

Section 2

Participation - Participation in the sick leave bank shall be limited to employees who, as of their date of enrollment in the bank, have accumulated at least thirty (30) days of unused sick leave.

Section 3.

Enrollment - An employee with the requisite thirty (30) days of unused sick leave days may enroll in the sick leave bank program in June of any year by filling out the enrollment form prepared by the City and by unconditionally donating two (2) days of his/her accumulated sick leave to the sick leave bank

Section 4.

Administration – The sick leave bank will be administered by the Sick Leave Committee which will consist of two union members, one from Unit A, one from Unit B, The Director of Human Resources, The Chief Financial Officer, and the Mayor's Chief of Staff. All decisions of the Committee shall require a majority vote of its members. A tie vote on any issue shall be considered a non-decision.

Section 5.

Replenishment of the Sick Leave Bank - At any time that the number of days in the sick leave bank is reaching a level that the Sick Leave Bank Committee considers insufficient, the Sick Leave Bank Committee may require participants (as a condition of continued participation in the sick leave bank) to unconditionally donate one (1) or more days of their accumulated sick leave to the sick leave bank.

Section 6.

Availability of Sick Leave Benefits - Sick leave bank days shall be available only after a participant enrolled in the bank has exhausted all his/her sick leave, both annual and accumulated. Sick leave days may be granted only for a participant's own serious prolonged illness or disability. Sick Leave days may not be granted to permit a participant to care for others.

Section 7.

Application for Benefits - A participant enrolled in the bank may apply for sick leave days by filing an application therefor with the Sick Leave Bank Committee. (The application form shall be developed by the City.) The employee's application must be accompanied by a certification from the participant's physician that specifies the nature of the individual's incapacity and the anticipated length of recovery time necessary.

Section 8.

Maximum Benefits - Upon an initial application for benefits, the Sick Leave Bank Committee may grant up to thirty (30) sick leave days. If additional days are needed by the participant after he/she has exhausted the initial grant of days, the participant must submit an additional application which must be accompanied by an additional written certification from his/her physician. In no event may the Sick Leave Bank Committee grant any participant more than a total of sixty (60) sick leave days during any twenty-four (24) month period (that period commences with the first grant of sick leave days by the Sick Leave Bank Committee.)

Section 9.

Verification of Disability - When it is deemed appropriate, the Sick Leave Bank Committee may request further medical evidence from the participant's physician or a second physician's opinion before it decides to grant sick leave days.

Section 10.

Granting of Sick Leave - Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the amount of leave to be granted to any participant who applies for leave pursuant to the above provisions, The following general criteria may be considered by the Committee as justification for denying a participant's request or for limiting the amount of sick leave days to be granted in response to a participant's request:

- a. Previous abuse of personal sick leave
- b. Insufficient medical evidence of need
- c. The Committee's conclusion that the disability does not justify absence from work
- d. Insufficient days in the sick leave bank
- e. Prior use of the sick leave bank (a factor when there are insufficient days in the Bank to accommodate all pending or anticipated requests)

Section 11.

All decisions of the Sick Leave Bank Committee are final. No decision of the Sick Leave Bank Committee may be the subject of a grievance (or appealed to arbitration) under this Agreement.

Section 12.

An employee's donation of a day or days to the sick leave bank will not affect his/her eligibility for the sick leave incentive provided at Article IX, Section 5.

Section 13.

The Sick Leave Bank provided by this article shall replace any sick leave bank or banks offered to a specific employee or employees by ordinance prior to the effective date of this Agreement. After the effective date of this Agreement, no member of the bargaining unit will be permitted to access sick leave days other than pursuant to the provisions of this collective bargaining agreement.

ARTICLE X

INSURANCE

Section 1.

The healthy, dental and life insurance plans offered by the City, as well as the contribution ratios toward the premium cost of those plans effective July 1, 2021, through June 30, 2024, as set forth below:

PLAN	<u>EMPLOYEE SHARE</u>	<u>CITY SHARE</u>
Indemnity Plan:	25%	75%
Blue Choice		

Health Maintenance Organizations:		
HMO Network Blue Enhanced Value	20%	80%
Harvard Pilgrim HMO Enhanced Value	20%	80%
Dental and Life:		
Dental Blue	50%	50%
Basic Life Insurance (\$5000.00 Coverage)	50%	50%

Effective July 1, 2011, the employee share of the premium for the HMOs offered by the City (HMO Network Blue Enhanced Value and Harvard Pilgrim HMO Enhanced Value) shall be increased to 20% and the City share of the premium for those HMOs shall be 80%. (The employee and City shares of the premium for the Blue Choice plan shall remain at 25% and 75% respectively.)

In the event that the City decides to discontinue offering any or all of the above-listed plans (and to replace them with such other plans as the City considers appropriate) or in the event that the City decides to change its rate of contribution toward any or all of those plans (or their replacements) the City will observe all applicable collective bargaining obligations with respect to such changes. Bargaining unit members hired by the employer on or after January 1, 2022, who enroll in HMO health insurance plan will be required to contribute 25% toward the cost of monthly premiums. Members hired prior to January 1, 2022, who are enrolled in the HMO health insurance plan will continue to contribute 20% toward monthly premiums. If the city of Revere and its Public Employ Committee (P.E.C) execute a so-called P.E.C agreement prior to July 1, 2022, the employer agrees to re-open the contract for the sole purpose of bargaining over employee health insurance.

ARTICLE XI **HOLIDAYS**

Section 1.

Subject to Sections 2 and 3 below, each full-time employee shall receive the day off with pay for each of the following legal holidays:

New Year's Day
 Martin Luther King Day
 President's Day
 Patriot's Day
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

All employees as of the date of signing this agreement (8/16/2019) will be allowed two "floating holidays" per calendar year. The floaters may be used in the same manner as vacation. Employees hired after the signing of this agreement (MOA (8/16/2019)) will not receive the "floating holidays."

Section 2.

In order to be eligible for such holiday pay, an employee must have worked on the regularly scheduled workday immediately before the holiday, and the first one (1) after it unless absence on either or both workdays is approved by the employee's Department Head.

Section 3.

When one of the above holidays falls on a Saturday, employees will be given the day off on the preceding Friday. If a holiday falls on a Sunday, employees (other than those in classifications listed at Section 3) will be given the day off on the following Monday.

The City will make reasonable efforts to grant an employee time off during the workday for religious observances on religious holidays. An employee who is granted time off for such purposes will be required to make up the time at a time specified by the employee's Department Head.

Section 4.

It is agreed that when Christmas Eve (December 24th) falls on a Monday, Tuesday, Wednesday, or Thursday employees shall be released from work at 12:00 p.m. on that day.

ARTICLE XII

BEREAVEMENT LEAVE

A full-time employee may be provided paid leave for his/her scheduled workdays that fall within five (5) calendar days of the death of his/her spouse, father, mother, child, stepchild, brother, sister, grandparent, grandchild, father-in-law, or mother-in-law.

A full-time employee may be provided paid leave for his/her scheduled workdays that fall within three (3) calendar days of the death of his/her aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.

For purposes of the above paragraphs, the day following the day of death shall be considered the first (1st) day of the five (5) day and three (3) day periods. However, in extenuating circumstances, an employee may request the permission of both his/her Department Head and the Mayor to delay the first day of the five(5)day or three (3) day period to a later date.

ARTICLE XIII

VACATIONS

Section 1

The vacation year for employees of the City of Revere extends from January 1 to December 31, inclusive.

Section 2

Employees accrue vacation leave on the last day of each month based on their service to the City during that month. An employee who begins employment with the City during the first week of a month shall accrue vacation leave for that month. But an employee who begins employment after the first week of a month shall not accrue vacation leave for that month. Also, an employee who is on any type of leave without pay for five (5) or more working days during a month shall not accrue vacation leave for that month.

Section 3. Vacation For Full-Time Employees

The amount of vacation that a full-time employee accrues is calculated based upon the number of years of full-time service to the City that the employee has completed as of the preceding January 1st in accordance with the following schedule.

An employee who has completed fewer than four (4) years of full-time service as of the previous January 1st shall accrue one (1) day of vacation leave each month, except that he/she shall in no event accrue more than ten

(10) days during any calendar year.

An employee who has completed more than four (4) years but less than nine (9) years of full-time service as of the previous January 1 shall accrue one and one-half (1 1/2) days of vacation leave each month, except that he/she shall in no event accrue more than fifteen (15) days during any calendar year.

An employee who has completed more than nine (9) years but less than nineteen (19) years of full-time service as of the previous January 1st shall accrue two (2) days of vacation leave each month, except that he/she shall in no event accrue more than twenty (20) days during any calendar year.

An employee who has completed nineteen (19) or more years of service as of the previous January 1st shall accrue two and one-half (2 1/2) days of vacation leave each month, except that he/she shall in no

event accrue more than twenty-five (25) days during any calendar year.

Any hire with credible years of service from another state or local agency (per the Revere Retirement Board) can apply those years to “years of service” for the purposes of vacation accrual only.

Section 4.

All employees may borrow against the vacation leave that he/she is scheduled to accrue during that calendar year. However, if an employee leaves the City's employ Prior to accruing any vacation leave that he/she has borrowed, the employee will be required to reimburse the City for such vacation leave that was taken but not accrued. The moneys owed will be deducted from the employee's final paycheck, and the employee will be billed for any additional moneys that are owing beyond the final paycheck.

Section 5

Members should strive to use their vacation leave during the calendar year in which it is accrued. Members can carry over up to 120 hours of vacation leave into the next calendar year. This amount should be prorated for employees who work less than 39 hours per week. Any accruals over 120 hours at the end of the calendar year will be adjusted to the 120 hours max each January 1st.

Section 6.

The assignment of vacation periods within any vacation year shall be arranged by the Department Head for such time or times as best serve the public interest. Preference will be given based on years of employment, whenever possible. The requests for four or more consecutive vacation days must be made in writing to the Department Head at least two (2) weeks prior to the desired vacation. Vacation requests of three days or less must be made 48 hours prior to the first day of the requested vacation.

Section 7.

Upon separation from employment, an employee shall be paid for all accrued unused vacation time that he/she accrued since the preceding January 1. Employees may also be paid for banked carryover vacation for a total of vacation payout not to exceed five weeks. In no event shall an employee be entitled to be paid for more than five weeks of total vacation, including both accrued and banked carryover combined.”

**ARTICLE XIV
PERSONAL DAYS**

Each full-time employee in paid status on January 1 of each year will be allowed to take two (2) personal days during the following calendar year. However, no employee will be permitted to use a personal day until he/she has completed at least ninety (90) days of employment in the bargaining unit. An individual who is hired between January 1 and June 30 will be allowed to take one (1) personal day upon completing ninety (90) days of employment in the bargaining unit. Said personal day may be used between his/he ninety-first (91st) day of employment and the following December 31.

Personal days may not be carried over from year to year. Any personal day that is not used will be lost.

**ARTICLE XV
MISCELLANEOUS**

Section 1. Jury Duty

The City will provide employees called to jury duty with the compensation required by State law, as of the date of the drafting of this provision (January 2002), State law required that an employee called to jury duty as a trial juror be paid his/her regular wages for the first three (3) days, or parts thereof, of juror service. An employee who serves as a juror for more than three (3) days shall be paid by the City for the fourth (4th) day of service, and for each day of service thereafter, the difference between his/her daily compensation and the compensation he/she receives for such jury service, exclusive of any travel or other allowance.

Section 2. Leaves of Absences

Upon the written request of an employee, the Mayor may grant the employee an unpaid leave of absence

of up to ninety (90) days' duration. The Mayor's decision to grant or deny a request for leave may not be challenged under the Grievance and Arbitration provisions of this Agreement.

Section 3. Part-time Benefits

Part-time employees shall be eligible to receive the following benefits (including the sick leave buyback program on a pro-rated basis as outlined in Article VIII, section 6b):

- a. sick leave
- b. vacation leave
- c. personal day
- d. bereavement

Part-time employees shall be eligible for holiday pay on the following basis:

A part time employee will be paid for the number of hours that he/she was regularly scheduled to work on the day upon which the holiday is celebrated. For example, an employee who was scheduled to work four (4) hours on Monday, Wednesday, and Friday and five (5) hours on Tuesday and Thursday, would receive four (4) hours' pay as holiday pay for a holiday that was celebrated on a Monday but would receive five (5) hours' pay as holiday pay for a holiday that was celebrated on a Thursday.

A part time employee who is not regularly scheduled to work on the day upon which the holiday is celebrated is not eligible for holiday pay for that holiday. An employee who regularly works at least twenty (20) hours per week shall also be eligible (1) to participate in the City's group life and health insurance program and (2) to receive longevity on a pro-rated basis.

Unless expressly provided in another article of this Agreement, the above are the only benefits for which part-time employees are eligible. Part-time employees are not eligible to participate in the sick leave incentive provided at Article IX, Section 5. The employee's "average weekly hours" for purposes of the above paragraph will be determined by dividing the total number of hours that the employee was scheduled to work over the previous twelve (12) weeks by twelve (12) or, if the employee has been employed by the City for fewer than twelve (12) weeks, by dividing the total number of hours that the employee was scheduled to work since his/her employment by the number of weeks that he/she has been employed.

Section 4. Vehicle Allowance

The following positions will receive a \$400.00 monthly vehicle allowance:

- a. Chairman Board of Assessors
- b. Data Manager, Board of Assessors
- c. Sealer of Weights and Measures
- d. Building Inspector
- e. Director of Parking
- f. Director of Veteran's Affairs
- g. Director of Parks and Recreation

Section 5. Clothing Allowance

Engineering Project Manager to receive \$1100.00 annually, in (2) increments: December and June, while working in the elements (pants, gloves, boots, jackets, raingear).

Section 6.

Effective July 1, 2005, any employee of this unit required, in an emergency, to work more than 60 hours in any given payroll week (12:00 a.m. Thursday through 11:59 p.m. Wednesday) shall be entitled to time and one half for each hour worked above 60 hours (the time and one half rate shall be calculated by dividing the employee's annual salary by his/her regularly scheduled annual hours and multiplying that rate times 1.5) provided that such employee has notified the Mayor of such emergency in advance of exceeding the 60 hour limit and has receive approval from the Mayor to work in excess of 60 hours. In no event shall any employee in this unit receive more than \$10,000 in overtime pay in any fiscal year (July 1 through June 30) pursuant to this Section, such emergencies which qualify shall include, but not be limited to, public health crises and public safety emergencies.

Section 7. Reduction in Hours

Any employee who prior to this execution of this agreement that has already suffered a reduction of at least four (4) hours a week or more, shall not be further reduced in hours. If the City needs to reduce hours, the Mayor may cut up to four (4) hours a week for those employees who have not yet reached that total amount. Said cuts shall not exceed four (4) hours per week, per employee. Subsequently, if any additional cuts are required, the Union and the City agree to meet and bargain the impact.

ARTICLE XVI
SCOPE OF AGREEMENT

Section 2. Past Practice

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to and opportunity to make demands and proposals with respect to any subject matter not removed from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The City of Revere shall not be bound by any practice or conditions that may have previously applied to employees in the bargaining unit but that are not included in this collective bargaining agreement. This agreement can be altered or amended only by a written agreement between the parties.

ARTICLE XVII
CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto.

ARTICLE XVIII
SEVERABILITY

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the provision so affected shall become null and void, otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XIX
NO STRIKE-NO LOCKOUT

It is mutually agreed that during the term of this Agreement there will be no stoppage of work, lockouts, slowdowns, or any similar interference with work.

ARTICLE XX
LONGEVITY

Upon completion of the following number of years of continuous service to the City of Revere.

Section 1(a). A full-time employee hired before the signing of this Agreement will have his/her annual rate of compensation (from Appendix A) increased by the following amount effective upon the employee's

<u>Completion of:</u>	<u>Total additional compensation</u>
9 years of continuous employment	\$1000.00
10 years of continuous employment	\$1100.00
11 years of continuous employment	\$1200.00
12 years of continuous employment	\$1300.00
13 years of continuous employment	\$1400.00
14 years of continuous employment	\$1600.00
15 years of continuous employment	\$1800.00
16 years of continuous employment	\$2000.00

17 years of continuous employment	\$2200.00
18 years of continuous employment	\$2400.00
19 years of continuous employment	\$2600.00
20 years of continuous employment	\$2800.00
21 years of continuous employment	\$3000.00
22 years of continuous employment	\$3200.00
23 years of continuous employment	\$3400.00
24 years of continuous employment	\$3600.00
25 years of continuous employment	\$3800.00
26 years of continuous employment	\$4000.00
27 years of continuous employment	\$4200.00
28 years of continuous employment	\$4400.00
29 years of continuous employment	\$4600.00
30 years of continuous employment	\$4800.00
31 years of continuous employment	\$5000.00
32 years of continuous employment	\$5200.00
33 years of continuous employment	\$5400.00
34 years of continuous employment	\$5600.00
35 years of continuous employment	\$5800.00
36 years of continuous employment	\$6000.00
37 years of continuous employment	\$6200.00
38 years of continuous employment	\$6400.00
39 years of continuous employment	\$6600.00
40 years of continuous employment	\$6800.00

A part-time employee who regularly works at least twenty (20) hours per week shall also be eligible to receive longevity, but on a pro-rated basis based on the ratio of the employee's average weekly hours to the full-time work week for an employee in the same classification.

Notwithstanding the above sentence, any employee within this unit who is receiving a superannuation retirement shall be entitled to full longevity based upon combined years of service as a member of the City of Revere and the Commonwealth of Massachusetts contributory retirement systems, regardless of any interruption in service.

Section 1(b). Employees hired after March 1, 2018, will have his/her annual rate of compensation increased by the following amount effective upon the employee's anniversary date of employment:

Years of Continuous Service	Annual lump sum longevity payment
10 years but less than 15 years	\$1,000.00
15 years but less than 20 years	\$1,500.00
20 years but less than 25 years	:>2,250.00
25+ years	: i;3,000.00

ARTICLE XXI

HOURS

Full-time employees work at least a thirty-nine (39) hour work week.

Section 1.

The days and hours each week that full-time and part-time employees will be scheduled to work are determined by their Department Heads.

ARTICLE XXII
EDUCATION INCENTIVE

Section 1.

Effective July 1, 2002, full-time and part-time employees in the bargaining unit shall be eligible for the following percentage increases to their base annual compensation upon attainment of the following degrees:

- Degree
- Associates Degree
- (Or sixty (60) academic credits) Bachelor's Degree
- Master's Degree (or higher degree)

Percentage Increase to Base Annual Compensation

3½%

7½%

10%

All degrees must be earned from an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education of the Commonwealth of Massachusetts.

In order to receive the increase for any fiscal year the employee must have received the applicable degree on or before July 1 of that year and must have filed a request for the increase, on a form prepared by the City Treasurer, with the City Treasurer on or before February 1 of the preceding fiscal year. Any employee who fails to file said form by February 1 of the preceding fiscal year shall not be entitled to collect the educational incentive for the following fiscal year. An employee may receive an increase in base compensation for only the highest degree attained.

It is agreed that, effective July 1, 2003, an employee who has earned two or more advanced degrees shall be eligible for an additional two percent (2%) increase above the ten percent (10%) increase for a "Master's Degree (or higher degree)" according to the above schedule. For purposes of this paragraph an "advanced degree" shall include a master's degree, a Doctorate, a LLb or J.D. or an M.D.

All Unit A members shall receive this incentive pay who are members as of February 28, 2018. All Unit A members hired after that date are not eligible.

Section 2 – City of Revere Education Assistance

Education Assistance Plan

Applicability

This policy applies to all employees who are members of the Local 22 Unit A, employees and non-union employees who are a Chief or Department Head

Tuition Reimbursement

The City of Revere recognizes the importance of continuing education and learning for its leaders. To facilitate ongoing professional development, the City offer education and training assistance for its full-time employees who are members of the Local 22 Unit A, employees and non-union employees who are a Chief or Department Head.

Professional development activities must support and enhance the employee's current role and responsibilities or serve as career broadening initiatives.

Tuition reimbursement for any class, course, or certification, will be provided up to a fiscal year maximum of \$2,000.00. To take advantage of this benefit, an employee must sign an agreement to repay up to \$1,500.00 of the assistance if he/she ceases employment with the City within one year of completing the funded education or training.

The City will reimburse eligible employees for undergraduate or graduate tuition paid to an accredited college or university. The coursework must be job-related and approved in advance. The

employee must successfully complete the coursework with a grade of “B” or higher. No reimbursement will be made for coursework with a grade below “B”. Application for reimbursement must be accompanied by a copy the transcript.

All requests are subject to budget availability and constraints.

Individual Classes and Seminars

The City will pay registration fees for eligible employees to attend short-term classes, seminars, or professional development activities. The event must be approved in advance. All requests are subject to budget availability and constraints.

Application and Reimbursement Process

The City’s Education and Learning Assistance Application must be approved the Director of Human Resources and the Mayor prior to beginning the coursework.

Upon completion of approved college coursework, certificate program or seminar, an employee is required to submit the approved Education and Learning Assistance Application, an original receipt for the tuition payment, and a report card or official transcript and a reimbursement request to the Auditing Department for review and reimbursement. Upon receipt of reimbursement, the employee will be asked to sign a Memorandum of Understanding that the assistance is considered advanced pay for a period of one year after coursework completion and will be treated as such should the employee terminate (voluntarily or involuntarily) during that year.

ARTICLE XXIII

LICENSES

Any employee required to have a license issued by the State Board of Building Regulations and Standards, the State Board of Examiners of Electricians or the State Board of Examiners of Plumbers and Gas Fitters as a condition of employment who subsequently obtains a more advanced license issued by the same entity shall for succeeding fiscal years (July 1-June 30) have his/her annual base compensation increased by three and one-half percent (3 ½%), except that no such increase shall be available to any employee for any year that he/she receives an increase for educational incentive pursuant to article XXII of this Agreement (or corresponding provisions of City Ordinances). No employee shall receive payment for more than one license.

Any employee who performs finance related duties and who attains a CPA License shall receive a stipend of 2% of his/her base pay.

ARTICLE XXIV

DURATION

THIS agreement shall remain in full force and effect from July 1, 2021, until June 30, 2024. The parties agree to meet no later than one hundred eighty (180) days prior to June 30, 2024 to commence negotiations for a successor agreement.

ARTICLE XXV

WAIVER OF REVERE RESIDENCY REQUIREMENT

The provisions of Title 2, Chapter 2.06, section 2.06 of the Revised Ordinances of the City of Revere shall not apply to any employees or positions that are included as part of this bargaining unit. The City agrees that a strong preference will be given to Revere residents.

APPENDIX A
CLASSIFICATION AND COMPENSATION SCHEDULE

Dept	Job Class Description	Hr.	FY22	FY22	FY23	FY23	FY24	FY24
	Revised for FY22	Wk.	LOW RANGE	HIGH RANGE	LOW RANGE	HIGH RANGE	LOW RANGE	HIGH RANGE
127	DIRECTOR - 311/CONSTITUENT SERVICES	39	\$ 75,000.00	\$ 95,000.00	\$ 77,250.00	\$ 97,850.00	\$ 79,567.50	\$ 100,785.50
138	DIRECTOR - PURCHASING	39	\$ 85,000.00	\$ 105,000.00	\$ 87,550.00	\$ 108,150.00	\$ 90,176.50	\$ 111,394.50
140	DIRECTOR - MIS	39	\$ 100,000.00	\$ 120,000.00	\$ 103,000.00	\$ 123,600.00	\$ 106,090.00	\$ 127,308.00
141	CHAIRMAN - BOARD OF ASSESSORS	39	\$ 90,000.00	\$ 110,000.00	\$ 92,700.00	\$ 113,300.00	\$ 95,481.00	\$ 116,699.00
141	DATA MANAGER**	39	\$ 65,000.00	\$ 85,000.00	\$ 66,950.00	\$ 87,550.00	\$ 68,958.50	\$ 90,176.50
145	HRIS/PAYROLL MANAGER	39	\$ 70,000.00	\$ 90,000.00	\$ 72,100.00	\$ 92,700.00	\$ 74,263.00	\$ 95,481.00
162	ELECTIONS COMMISSIONER	39	\$ 75,000.00	\$ 95,000.00	\$ 77,250.00	\$ 97,850.00	\$ 79,567.50	\$ 100,785.50
182	CITY/COMMUNITY PLANNER*	39	\$ 70,000.00	\$ 90,000.00	\$ 72,100.00	\$ 92,700.00	\$ 74,263.00	\$ 95,481.00
184	ENGINEERING - PROJECT MANAGER	39	\$ 80,000.00	\$ 100,000.00	\$ 82,400.00	\$ 103,000.00	\$ 84,872.00	\$ 106,090.00
241	DIRECTOR - INSPECTIONAL SERVICES	39	\$ 90,000.00	\$ 110,000.00	\$ 92,700.00	\$ 113,300.00	\$ 95,481.00	\$ 116,699.00
241	BUILDING COMMISSIONER	39	\$ 90,000.00	\$ 110,000.00	\$ 92,700.00	\$ 113,300.00	\$ 95,481.00	\$ 116,699.00
241	SEALER OF WEIGHTS/MEASURES**	39	\$ 70,000.00	\$ 90,000.00	\$ 72,100.00	\$ 92,700.00	\$ 74,263.00	\$ 95,481.00
295	DIRECTOR - PARKING	39	\$ 75,000.00	\$ 95,000.00	\$ 77,250.00	\$ 97,850.00	\$ 79,567.50	\$ 100,785.50
420	BUSINESS MANAGER - DPW/WSD	40	\$ 75,000.00	\$ 95,000.00	\$ 77,250.00	\$ 97,850.00	\$ 79,567.50	\$ 100,785.50
522	DIRECTOR - PUBLIC HEALTH	39	\$ 90,000.00	\$ 110,000.00	\$ 92,700.00	\$ 113,300.00	\$ 95,481.00	\$ 116,699.00
524	DIRECTOR - COMMUNITY OUTREACH*	39	\$ 75,000.00	\$ 95,000.00	\$ 77,250.00	\$ 97,850.00	\$ 79,567.50	\$ 100,785.50
525	DIRECTOR - SUDI & HOMELESSNESS*	39	\$ 75,000.00	\$ 95,000.00	\$ 77,250.00	\$ 97,850.00	\$ 79,567.50	\$ 100,785.50
541	DIRECTOR - ELDER AFFAIRS	40	\$ 75,000.00	\$ 95,000.00	\$ 77,250.00	\$ 97,850.00	\$ 79,567.50	\$ 100,785.50
543	DIRECTOR - VETERANS SERVICES	39	\$ 80,000.00	\$ 100,000.00	\$ 82,400.00	\$ 103,000.00	\$ 84,872.00	\$ 106,090.00
595	DIRECTOR - DIVERSITY & INCLUSION	39	\$ 80,000.00	\$ 100,000.00	\$ 82,400.00	\$ 103,000.00	\$ 84,872.00	\$ 106,090.00
610	DIRECTOR - LIBRARY	39	\$ 85,000.00	\$ 105,000.00	\$ 87,550.00	\$ 108,150.00	\$ 90,176.50	\$ 111,394.50
650	DIRECTOR - PARKS & RECREATION	39	\$ 85,000.00	\$ 105,000.00	\$ 87,550.00	\$ 108,150.00	\$ 90,176.50	\$ 111,394.50
60-430	CLASS 4 WATER DISTRIBUTION MANAGER	40	\$ 90,000.00	\$ 110,000.00	\$ 92,700.00	\$ 113,300.00	\$ 95,481.00	\$ 116,699.00

Low and High range shall include both salary and education incentive where applicable.

* Grant Funded positions

** Position redlined once vacated

APPENDIX B EMPLOYEE MANUAL

Employee Manual

The parties agree that the Collective Bargaining Agreement between the City of Revere and the Union and the written Rules and Regulations of the Department supersede anything contained in the City of Revere Employee Manual if such rules and practices do not conflict with federal, state, or local ordinances. Further, the parties agree to resolve any conflict between the common practices and policies of the department and the City of Revere Employee Manual through collective bargaining.

Employee Manual Changes

The parties agree that union leadership will be made aware of any proposed changes to the City of Revere Employee manual prior to their implementation except when such changes are immediately required by federal, state, or local ordinance. In all other cases, no changes will be made until union leadership has been informed and had a reasonable opportunity to address any questions or concerns.

Finalized changes to the City of Revere employee manual will be communicated through internal departmental email and through printed media (payroll stuffers). Such communications will include the following information:

- a. The name of the rule or policy that is being changed or newly created
- b. The page number where the policy is located
- c. The effective date of the change
- d. A copy of the new policy or changed policy
- e. A short summary of the reason for the change and its impact

APPENDIX C


JOB DESCRIPTIONS

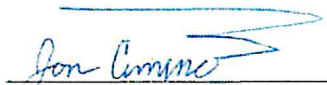
The Union will form a committee of three (3) Department Heads to gather information from each Department on each employee's job description. This information will be reviewed by the Committee and re-written to describe each person's job description including Department Heads. This information will be added at a later date to the contract upon approval of the Mayor and the Union

Agreed to on this May 9, 2022, by the negotiating teams as set forth below:

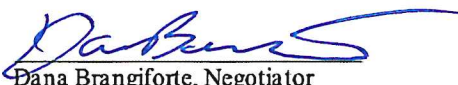
CITY OF REVERE

MASSACHUSETTS LABORERS, DISTRICT COUNCIL ON
BEHALF OF PUBLIC EMPLOYEES' LOCAL UNION 22 OF
THE LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO


Brian M. Arrigo, Mayor


Jon Cimino, Business Agent


Paul Capizzi, City Solicitor


Dana Brangiforte, Negotiator