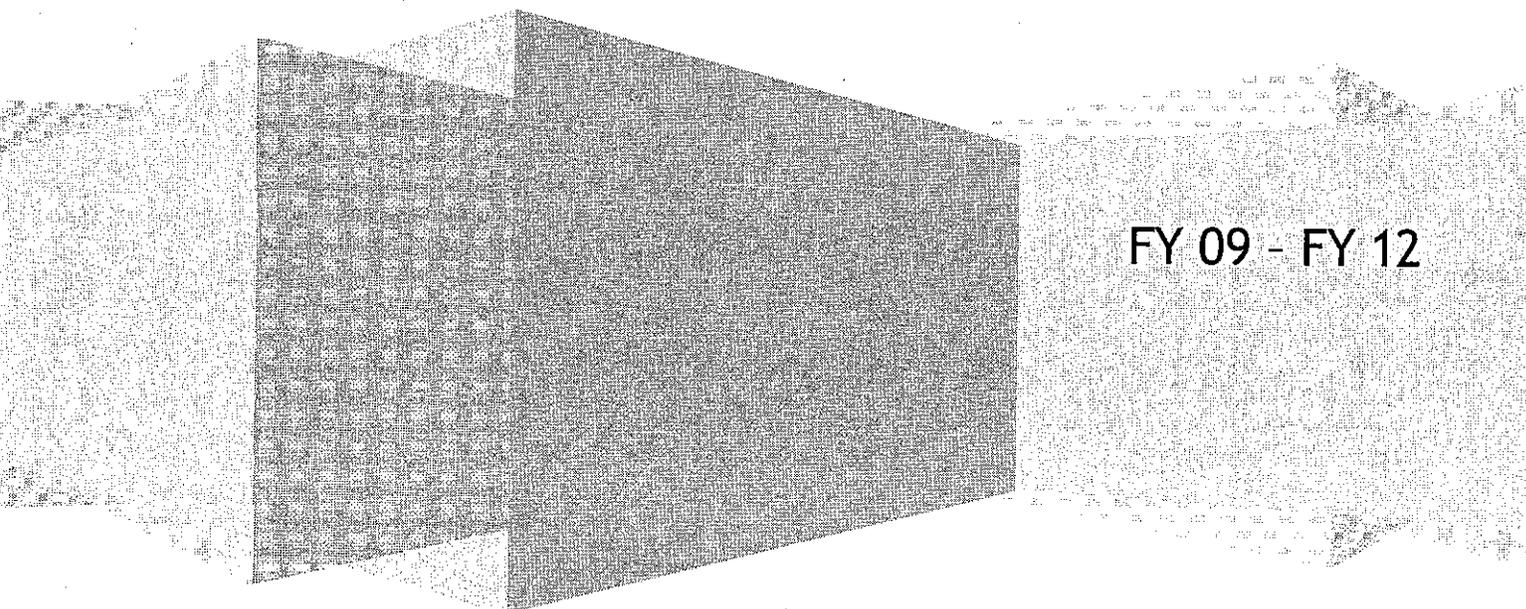


**LABOR AGREEMENT  
BETWEEN  
THE CITY OF HAVERHILL  
AND  
THE CITY HALL CLERKS GROUP  
TEAMSTERS LOCAL #170**

**JULY 1, 2008 - JUNE 30, 2010  
JULY 1, 2010 - JUNE 30, 2012**



**FY 09 - FY 12**

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**AGREEMENT**  
**CITY HALL CLERKS**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the CITY OF HAVERHILL, MASSACHUSETTS, CITY HALL CLERKS, hereinafter referred to as "THE CITY" and TEAMSTERS LOCAL UNION NO. 170, affiliated with the International Brotherhood of Teamsters hereinafter referred to as "THE UNION".

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other conditions of employment.

The Employer and the Union agree to cooperate with one another to promote and improve the efficient administration of the City's operations, and to provide a high level of service to the community.

The parties agree to act at all times in such a manner as to assure mutual dignity and respect to all employees in the bargaining unit, and to one another.

**ARTICLE I:                    RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all clerical employees of Haverhill City Hall, including the Public Works Office and the Engineers Office; and excluding all confidential employees and department heads.

**ARTICLE II:                  UNION MEMBERSHIP**

**Section 1. Notification.** At the time a new employee is hired who will be subject to this Agreement, the Employer will inform the employee that the Union is the exclusive bargaining agent for wages, hours, and other conditions of employment. The Employer shall on a regular basis, forward to the Union all copies of all Personnel Action Sheets for all members of the bargaining unit.

**Section 2. Union Security.** All employees, upon completion of their probationary period, shall either join the Union or pay to the Union an agency fee equivalent to the regular Union dues, as a condition of employment.

**Section 3. Dues Deduction.** The Employer agrees to deduct weekly dues, agency fees, and initiation fees, as the case may be, from the pay of employees who have executed written authorization forms, and to remit to the Union on a monthly basis all such deduction.

**Section 4. Indemnification.** The Union agrees to indemnify the employer for damages or other financial losses which the Employer may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Employer's compliance with this Article.

**ARTICLE III:                MANAGEMENT RIGHTS**

Except as there is contained in the Agreement an express provision limiting the rights of discretion of the Employer, all rights, functions and prerogatives of the Management of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer administration. Without limiting the generality of the foregoing, the Employer reserves to itself exclusively, subject only to any express provision of this Agreement to the contrary, the management of the City, the maintenance of discipline, order and efficiency, the determination of operational and other policies, the direction of the working force, the decision to hire, suspend transfer, promote, discharge or otherwise discipline employees for just cause, the right to lay off employees for lack of work, the right, from time to time, and whenever in the Employer's judgment it is necessary, to transfer employees temporarily from one job to another in accordance with the specific provisions of the Agreement, and the right to promulgate and enforce all reasonable rules and regulations relating to the operation of the City and safety measures. These rights will not be exercised arbitrarily or capriciously.

**ARTICLE IV: CONDUCT OF UNION BUSINESS**

Authorized agents of the Union shall have access to the premises where employees covered by this Agreement are employed during working hours, including the right to investigate working conditions, to determine whether or not the terms of this Agreement are being complied with, so long as they make their presence known to the Human Resources Office. The City shall make pertinent records available to the Union within ten (10) days of the Union's request for such information.

The Employer shall provide a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members.

The Employer will provide space, if available, to allow Union members to meet within City Hall, in accordance with the present practice.

**ARTICLE V: UNION STEWARDS**

A written list of stewards and other Union representatives shall be furnished immediately after their designation, and the Union shall notify the Employer of any changes.

Upon notification to his or her immediate supervisor, the above shall be granted reasonable time off during the work day, with pay, to investigate and process grievances, attend Union meetings and participate in collective bargaining.

The Employer shall provide an opportunity, which shall not be greater than one half of one hour, for a steward to meet with new employees during their first week of employment.

**ARTICLE VI: DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES**

**Section 1. Full-Time Employee.** An employee who normally works a regular thirty-five (35) hour week.

**Section 2. Part-Time Employee.** An employee who normally works eighteen and three quarters (18 3/4) hours a week or more, if and when required.

**ARTICLE VII: SENIORITY**

**Section 1. Definition.** Seniority shall be as length of continuous service, pro-rated for part-time experience, within this bargaining unit. Seniority shall be acquired by an employee after completion of his or her probationary period, which shall be six (6) calendar months, at which time seniority shall be retroactive to the first day of his or her employment. An employee who has a break in service and is rehired shall have his or her previous seniority bridged after working five (5) additional years.

**Section 2. Cumulation.** Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave or layoff. Seniority shall apply for all cases of transfer, work assignment, layoff, and vacation selection.

**Section 3. Break in Seniority.** Seniority shall be broken when an employee (a) terminated voluntarily, (b) is discharged for just cause, or (c) exceeds an authorized leave of absence.

**Section 4. Filling of Provisional Civil Service and Non-Civil Service Vacancies.** All vacancies shall be filled (if they are to be filled) on the basis of Seniority from the present work force if qualified. Notice of vacancies shall be posted for a minimum of seven (7) days on appropriate bulletin boards. No employee who is absent because of illness or injury, or who is on vacation, shall be deprived of the opportunity to apply for any vacancy. Whenever a promotion is made in accordance with the provisions of this section the name of the applicant appointed shall be posted on the main bulletin board within three (3) days of the appointment.

Employees who are awarded vacant positions and who have served continuously in those positions for a period of six (6) months, will be given a promotional Civil Service examination as soon as is possible.

Employee selected for promotion shall be subject to sixty (60) day trial period. If the Employer determines during the trial period that the promoted employee cannot perform the job on an adequate basis, then the employer may reduce the employee to his/her former position. The Employer's determination shall not be arbitrary or capricious. Any dispute hereunder shall be subject to the provisions of Article XVII.

Civil Service vacancies to be filled from a duly established Civil Service List shall be filled in accordance with Civil Service Law.

An individual who has been notified of his or her selection to fill a vacancy shall have a forty-eight (48) hour period to determine whether or not to accept the position.

**Section 5. Promotion.** Employees who are promoted to a higher graded position shall be placed in a step in the new grade such that he or she receive at least a twenty-five cents (\$.25) per hour increase in pay.

## **ARTICLE VIII: HOURS OF WORK AND OVERTIME**

**Section 1. Work Week.** The regular full-time workweek shall consist of five (5) consecutive workdays, Monday through Friday.

**Section 2. Work Day.** The regular work day shall consist of seven (7) consecutive hours. The day shift extends from 8:00 a.m. to 4:00 p.m. Employees shall receive two (2) paid coffee breaks each day, no more than fifteen minutes each, as well as a lunch hour.

### **Section 2a. Opening of Municipal Offices on Tuesday Evenings.**

Employees who work the hours on Tuesday evenings shall apply same hour amount to time off on Friday afternoons. The offices and hours to be determined by Mayor.

**Section 3. Overtime.** All time paid in excess of seven (7) hours in any one day, or thirty-five (35) hours in any one week, shall be considered overtime.

Employees shall have the option of choosing payment at time and one-half rate, or compensatory time off at the rate of time and one-half, for all overtime.

The above overtime rate and rules shall apply to any employee who is called back to work.

**Section 4. Relief in Higher Classification.** Any employee/member assigned to work in a higher classification within the bargaining unit shall be assigned on a daily basis by the department head or his/her designee and shall receive the daily rate of pay of five dollars (\$5) per day.

Employees working out of grade in positions or classifications not within the bargaining unit shall receive such stipend in accordance with past practice (presently \$14.00 per day).

### **Section 4a. Clerical Floaters**

Effective July 1, 2010 the two (2) floaters in the Human Resources Department will receive a daily stipend of five dollars (\$5) per day.

## **ARTICLE IX: WAGES AND LONGEVITY**

EFFECTIVE 7/1/2008 0%

EFFECTIVE 7/1/2009 0%

EFFECTIVE 7/1/2010 0%

EFFECTIVE 7/1/11

2%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Principal Clerk	\$ 548.30	\$ 564.11	\$ 580.39	\$ 597.15	\$ 614.45	\$ 632.22	\$ 650.49	\$ 669.30
Head Clerk/Account Clerk	\$ 585.61	\$ 602.81	\$ 620.56	\$ 638.82	\$ 657.61	\$ 677.01	\$ 696.89	\$ 717.36
Office Manager/Office Account Clerk	\$ 616.39	\$ 634.53	\$ 653.21	\$ 672.48	\$ 692.28	\$ 712.70	\$ 733.64	\$ 755.17
Head Admin Clerk/Supervisor of Benefits	\$ 655.45	\$ 675.36	\$ 695.91	\$ 717.06	\$ 738.88	\$ 761.38	\$ 783.73	\$ 806.74
Chief Admin Clerk	\$ 691.51	\$ 712.52	\$ 734.18	\$ 756.50	\$ 779.52	\$ 803.25	\$ 826.83	\$ 851.12

The agreement also includes a wage/health insurance re-opener in the event that any other City of Haverhill employee group (excluding those in the school department) receives a wage increase greater than wage increases offered to this group, or, a lesser split in health insurance premiums than accepted by this group.

The City agrees that the step raise schedule is a part of the contract. Changes in salary steps shall occur yearly on July 1<sup>st</sup>. An employee hired and/or promoted after January 1<sup>st</sup> will remain on the agreed upon step. This may constitute a period of up to eighteen (18) months.

**Section 2. Longevity.** Any employee who has completed five (5) years of service shall receive as additional pay \$1,000.00 (one thousand dollars) in each fiscal year. Each employee who has completed ten (10) years of service, but less than fifteen (15) years of service shall receive one thousand and fifty (\$1,050.00) dollars additional pay in fiscal year. Each employee who has completed fifteen (15) years of service but less than twenty (20) years of service shall receive eleven hundred (\$1,100.00) dollars additional in each fiscal year. Each employee who has completed twenty (20) years of service shall receive one thousand one hundred fifty (\$1,150.00) dollars additional pay in each fiscal year. Each employee who has completed twenty-five (25) years of service shall receive fourteen hundred dollars (\$1,400.00) additional compensation in each fiscal year.

Longevity shall be defined as length of continuous service with the City of Haverhill in any capacity. An employee with a break in service who is rehired shall have his or her previous longevity bridged after working five (5) additional years. Longevity shall apply to longevity payments and vacation accrual.

Longevity payments shall be by separate check.

**Section 3. Professional Development Allowance for Clerical Employees.** All employees in bargaining unit members, who are members as of January 1, shall receive three hundred and fifty dollars (\$350.00) per year. This allowance shall be pro-rated for part-time employees according to hours worked. The allowance shall exclude the following items of clothing: jeans, sneakers, jogging outfits, sweatshirts/sweatpants, and spandex.

## ARTICLE X: HOLIDAYS

**Section 1.** The following shall be recognized as paid Holidays and all employees shall be paid their regular tour of duty at straight time pay therefore: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, irrespective of the day on which the holiday falls.

**Section 2. Personal Day:** All employees shall be entitled to five (5) personal days with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these five (5) Personal Days - one of the five (5) days to be used the day after Thanksgiving. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave.

**Section 3A.** New employees hired after July 1, 2010 shall be entitled to three (3) personal days with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these three (3) Personal Days - One (1) of the three (3) days to be used the day after Thanksgiving. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave.

**ARTICLE XI: VACATION LEAVE**

**Section 1. Vacation Period Designated:** The vacation period shall be from the first day in January through the last day in December.

**Section 2. Vacation Time for Full-time Employees:** In the absence of collective bargaining contracts for any group, all full-time employees, and those hired after April 1, who have been in the service of the municipality for a period of six (6) months or one hundred eighty (180) days shall be granted one (1) week vacation with pay. After twelve (12) consecutive months of employment with the City, every full-time employee shall be entitled to two (2) calendar weeks of vacation leave with pay in each vacation year, effective on the anniversary date of employment. Any employee who has completed five (5) years but less than ten (10) years of employment with the City shall be granted three (3) calendar weeks of vacation leave with pay in each vacation year. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks of vacation leave with pay in each vacation year.

Commencing with the 21<sup>st</sup> year of employment each employee shall be entitled to one (1) additional day each year until 25 years of employment, at which time the employee shall be eligible for a total of five (5) vacation weeks.

**Section 3. Temporary Employees:** Temporary employees shall be granted one (1) week vacation leave with pay after nine (9) months of continuous full-time employment. At the completion of eighteen (18) months on continuous employment, such designated employees shall receive two (2) calendar weeks of vacation leave with pay. There shall be no provisions for retroactive vacation allowances.

**Section 4. Restrictions on Granting Vacation Leave:** Full-time employees who are absent without pay and/or on leave without pay for more than one (1) day in any month shall not receive vacation credit for that month, and shall have their vacation status retarded by one (1) day or one twelfth (1/12) of their annually accrued vacation credits - whichever is greater - for each such occasion. Subject to the written approval of the Mayor, part-time and temporary employees may be granted such proportion of vacation leave credit as their actual part-time or temporary service bears to full-time service, provided that such vacation leave with pay does not exceed two (2) calendar weeks.

**Section 5. Determination of Years of Service for Vacation Credits:** In determining the number of years of service for vacation purposes only, permanent employees shall be credited with one (1) year service for each calendar year in which one hundred sixty (160) days of work have been accumulated as a reserve or as a temporary employee. This section shall apply to reserve patrolmen, with the exception that they shall be required to work a minimum of twenty (20) days per calendar month.

**Section 6. Public Interest to be Served in Granting Vacations:** Heads of departments may grant vacation leave at such times during the vacation year as will best serve the public interest. Preferences shall be given to employees on the basis of seniority.

**Section 7. Accumulation of Vacation Leave Prohibited:** All City employees including Department Heads must use vacation credits during the calendar year in which those credits are earned. Under certain circumstances employees may request permission to carry over vacation credits based on unusual needs or conditions. All requests shall be made in writing and along with the Department Heads' recommendations shall be submitted to the Human Resources Office by November 1<sup>st</sup> of each year for submission to the Mayor no later than November 15<sup>th</sup> each year. Requests shall be accompanied by a schedule showing how the total remainder of vacation credits will be used in the following year. Upon submission, up to fifty percent (50%) on one year's vacation time carry over may be approved by the Mayor.

Vacation leave credits shall not accrue for service in excess of the number of hours normally employed.

**Section 8. Payment in Case of Death of Employee:** Upon the death of an eligible employee, payment of vacation leave and other benefits shall be made to the beneficiary(ies) of the deceased, as may have been designated under the municipal retirement system, or to the estate of the deceased. Such payment shall be made in the amount equal to the vacation leave credits earned up to the time of death of the employee. This shall be effective up to the time of separation from the payroll, provided that no monetary or other allowances have already been made therefor.

**Section 9. Accrual of Vacation Credits:** Vacation credits shall accrue to an employee while on leave with pay status. Vacation leave credits earned following a return to duty after a leave without pay or absence without pay shall not be retroactively applied against such a leave or absence. When a legal holiday falls on a regularly scheduled work day during an employee's vacation leave with pay, the employee shall be entitled to one (1) additional day of vacation,

subject to the provisions of Sick Leave, Article XII, Section 11.

**Section 10. Employees on Sick Leave:** Employees on sick leave return to employment within the calendar year to be eligible for vacation time off in the same year. In no case shall more than fifty-two (52) weeks of pay be given in any calendar year.

**Section 11. Use and Loss of Vacation Time Before Retirement Required:** Before retiring from the City of Haverhill, employees must take vacation accrued prior to the effective date of retirement. In no case shall an employee suffer the loss of any vacation or holiday credits actually earned.

## ARTICLE XII: SICK AND BEREAVEMENT LEAVE

**Section 1. Number of Days Allowed:** All full-time and permanent part-time employees shall be credited with sick leave with pay not to exceed fifteen (15) working days for each year of service, at the rate of one and one quarter (1 ¼) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of his or her duties.

**Section 1A. Number of Days Allowed:** All employees (full-time and permanent part-time) hired after July 1, 2010 shall be credited with sick leave with pay not to exceed nine (9) working days for each year of service, at the rate of three-quarters (.75) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of this or her duties.

**Section 1B.** When an employee is out on sick leave for four (4) consecutive workdays, the Department Head may require the employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department Head's option to be examined by the City doctor). The Department Head may require an employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department Head's option to be examined by the City doctor) whenever the employee has an active Notice of Intent to Require A Doctor's Certificate. The Department Head may issue a Notice of Intent whenever he/she determines that an employee has developed a pattern of inappropriate sick leave. The Notice of Intent will contain the following: 1) a statement of which absences the Department Head believes constitutes the pattern and why he/she believes the absences are inappropriate; 2) a statement that the next time the employee takes sick leave, he/she may be required to provide a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department Head's option to be examined by the City doctor); 3) the date of issuance and date of expiration (the Notice will remain in effect for one year from the date of its issuance and will then lapse); and 4) that the Notice itself will not constitute discipline. The presence of an active Notice will not prevent the issuance of subsequent additional Notices to the same employee. While the Notice itself will not constitute discipline, nothing in this provision will limit in any way the employer's right to discipline an employee for abuse of sick leave. The Department Head's good faith decision to issue a Notice of Intent will be subject only to an arbitrary and capricious standard.

**Section 2. Extended Family Sick Leave:** Employees shall be entitled to up to five (5) days of sick leave in each calendar year when they have been exposed to a contagious disease or when there is a serious illness of a spouse, child or parent. Proof of such illness in the form of an extended family sick leave certificate or a doctor's statement shall be presented before payment of compensation can be made.

An extended family sick leave certificate can be obtained from the Department Head, his/her designee, or from the Human Resources Department.

**Section 3. When Sick Leave Credit Begins:** Sick leave credit for full-time and permanent part-time employees working twenty (20) hours or more shall begin on the first day of the month following employment, and shall accumulate at the rate of one and one quarter (1 ¼) day per month each calendar month thereafter. Full-time and permanent part-time employees who are absent without pay and/or on leave without pay for more than one (1) day in any calendar month shall not receive sick leave credit for that month unless otherwise approved by the Mayor.

**Section 4. Accumulation Permitted; Restrictions:** Sick leave not used in any year may be accumulated. No employee shall be entitled to sick leave with pay in excess of the accumulated sick leave credit due. Sick leave credits shall not accrue for services in excess of the number of hours normally employed. An employee whose service is terminated or discontinued voluntarily by the employee shall not be entitled to compensation in lieu of sick leave credit not used.

**Section 5. Use of Unearned Sick Leave Credit:** In the event an employee has used all his/her sick leave credits, the Mayor may permit said employee to use sick leave or vacation credits in anticipation of said credits being earned in the future. Additional sick leave credits may be granted as provided for in section SIX (6).

The employee shall execute a memorandum of agreement that in the event of termination or resignation of the employee before restoring such credits, the City shall receive re-imburement from any funds available to the employee.

**Section 6. Voluntary Donation of Accumulated Time:** In the event of long-term illness of an employee with no sick leave credits, individual employees may volunteer to donate at least one (1) day but no more than five percent (5%) of their accumulated sick leave time to the employee on a sign-up basis through the Human Resources Department. Such donated time shall not exceed a total of two-hundred and forty (240) days for the duration of the employee's illness. The use of such donated time shall be recorded by the Human Resources Department and notification shall be given to the donor and department head.

**Section 7. Absence Due to Sickness:** When an employee is absent because of sickness, such absence shall be charged off against any accumulated sick leave credits in multiples of one-half (1/2) hour, but no less than the actual time off. If an employee has no sick leave credits, such absence shall be charged off, at the employee's option, to leave without pay or to vacation leave credits, if any, but shall be charged off nonetheless on the same basis as above.

**Section 8. Notification of Absence and Returns Required:** Notification of absences or returns shall be given as early as possible to the head of the department. In the event that an extended absence is foreseeable due to illness, notification shall be given to the department head and a medical release form shall be completed by the employee (for the illness in question). Such medical release form shall be completed by the employee and returned to the Department Head within a two (2) week period. If such notification is not given, the employee's absence may be applied as absence or leave without pay at the discretion of the department head.

**Section 9. Physician's Certificate Required for Extended Sick Leave:** Upon return to duty following extended sick leave of or in excess of four (4) consecutive working days, an employee shall be required to file evidence in the form of a physician's certificate, along with a statement of the employee's fitness for duty. If such certificate is not submitted within five (5) working days after the employee's return to duty, such absence shall be considered an unauthorized absence and therefore applied as absence or leave without pay or against vacation time. In the event a second opinion is required, a certificate may be obtained from the Occupational Health Department at the City's expense.

**Section 10. Sick Leave Accumulation for Retirees:** Upon retirement or in the event of death of a contractual employee, sick leave credits shall be compensated at a rate of up to forty percent (40%) of all sick time accumulated up to July 1, 1979, as stipulated or amended by bargaining agreements in effect. In the absence of a current collective bargaining agreement, eligible employees shall refer to their previous contractual agreement.

**Section 11. Sick Leave Coinciding with Holidays:** A full or part-time employee shall be entitled to holiday pay as designated in Article VIII, even if said employee is on authorized leave due to sickness, injury, or otherwise, at the time said holiday occurs.

**Section 12. Records:** Each department head shall keep a record of all sick leaves granted to each employee in the department. The Human Resources Department shall hold all official records of sick and other leaves. Employees shall have the right to review their personnel records upon request.

**Section 13. Death:** In case of death of an employee, all unused accumulated sick leave shall be paid to the employee's spouse, or to the employee's estate.

**Section 14. Bereavement Leave:** Five (5) days for parent, spouse, child or grandchild; three (3) days for brother, sister, foster parent, grandparent, spouse's parents or foster child; one (1) day for brother-in-law, sister-in-law, aunt or uncle.

**Section 15. Perfect Attendance :** For each quarter work year of perfect attendance at work by a member, one (1) day of annual leave will be granted. If a member maintains perfect attendance for one year (four quarters) five (5) days of annual leave will be granted. Such days of annual leave must be taken during the next working quarter with the approval of the Supervisor/Department Head. Bereavement leave, family sick leave and/or personal leave days shall not be considered as absences in applying this provision.

## **Section 16. Furlough Days**

A. The City agrees to the following conditions for members of the City Hall Clerks group as it relates to FY 2010 Furlough Days:

1. Reimburse the member for two (2) day's pay of previously served Furlough Days. The amount will be paid by check by no later than December 31, 2010.
2. For the two (2) remaining furlough days served in FY10, the member will, upon separation from employment, be reimbursed for the two (2) days at the future applicable rate or the member may elect to be reimbursed for the two (2) days at the end of five (5) years (2015) depending upon appropriate funding of the budget at that time.

B. In the event that any other unionized City employees are furloughed in Fiscal 2011 (7/1/10-6/30/11), then the Union will agree to be furloughed for no more than five (5) days. Upon separation from employment, employees will be reimbursed for lost wages from the furlough days. The Union will cooperate with their Department Head to schedule furlough days off.

## **ARTICLE XIII: JURY DUTY AND MILITARY RESERVE**

When employees are required to serve Jury Duty or to fulfill their annual tour of duty with the national Guard or Organized Reserve, they shall be compensated for the difference in their normal week's pay.

## **ARTICLE XIV: DEATH BENEFITS**

It is agreed that the City of Haverhill will continue in effect a Life Insurance Policy covering its employees and will pay fifty (50%) percent of the premium.

## **ARTICLE XV: MEDICAL BENEFITS**

**Section 1. Health Insurance:** The City shall provide a group health insurance plan for all eligible employees covered under this agreement.

It is agreed that the Employer shall pay seventy-five percent (75%) of the cost of the basic health insurance plan, a preferred provider organization, and the Employee shall pay twenty-five percent (25%) of the cost.

It is also agreed that as of July 1, 2010 the Employer shall pay eighty percent (80%) of the cost of a health maintenance organization, and the Employee shall pay twenty percent (20%). Except those employees hired as of June 2005, who will continue to pay twenty-five percent (25%) of the cost of a health maintenance organization and the Employer shall pay seventy-five percent (75%).

As of July 1, 2011, it is agreed that the Employer shall pay seventy-five (75%) of the cost of a health maintenance organization and the Employee shall pay twenty-five (25%) percent.

New employees hired after January 1, 2010 shall pay a thirty percent (30%) Employee Health Insurance Contribution rate for both the PPO and HMO products.

### **Flexible Spending Account**

The City of Haverhill will offer by or about September 1, 2010 a Flexible Spending Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis will be \$2,500.

### **Health Reimbursement Account**

The City will establish a Health Reimbursement Account to reimburse co-payments that exceed \$250 per individual and \$400 per family, per calendar year, that are incurred as a result of the following co-payments: \$250 per inpatient hospitalization and \$150 for outpatient surgery.

### **Opt-Out Plan**

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24

consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

Both parties understand and agree that the city, apart from this contract, is currently negotiating with the Public Employee Commission (PEC) to join the Group Insurance Commission (GIC). Both parties also understand that there is currently legislation pending before the State legislature that will allow cities to join the GIC.

In the event that the city joins the GIC during the term of this contract, both parties agree that this will not be a violation of this contract.

In the event that the city joins the GIC during the term of this contract and in the event that the city's percentage contribution is 80% or less, the parties agree that as of the date the city joins the GIC, the union members will receive an additional 2% pay increase.

**Section 2. Dental - Optical:** The City has available a group dental plan and will make available a group optical plan to employees at full cost to said employees.

**Section 3. Section 125 of the IRS code,** pre-tax for health, life and dental insurance.

**ARTICLE XVI: NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

Both the Union and the Employer agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex, handicap, political activity, union activity or sexual preference.

**ARTICLE XVII: NO STRIKE OR LOCKOUT**

There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the City or to assist or participate, in any such strike. No Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of service.

The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, or participate, sanction or ratify any such strike, work stoppage, slowdown or withholding of services, and shall take all reasonable means to induce such employees or group of employees, terminate the strike, work stoppage, slowdown or withholding of services and return to work forthwith.

**ARTICLE XVIII: MAINTENANCE OF STANDARDS**

It is mutually agreed between the parties that all conditions of employment relating to hours of work and general working conditions shall be maintained and all rights and privileges and other benefits which are enjoyed by the employees covered by this Agreement which are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement.

Any other benefits and/or rights enjoyed by the employees covered by this Agreement which are now governed by Municipal Ordinance or State Law and which are not in conflict with this Agreement shall remain in full force and effect.

**ARTICLE XIX: GRIEVANCE PROCEDURE**

Any employee may request the settlement of a grievance or dispute by observing the following procedure within a thirty (30) day period after knowledge of the grievance and/or dispute.

Step 1. The employee with or without a shop steward shall present the grievance to his or her immediate supervisor, who will give an answer in writing within three (3) days after presentation of the grievance.

Step 2. If no satisfactory agreement is reached at step 1, the matter may be appealed in writing within five (5) day to

the employee's Department Head. The Department Head shall discuss the matter with the employee and will give a response in writing within five (5) days. A copy of the response will be forwarded to the Union.

Step 3. If no satisfactory agreement is reached at step 2, the matter may be appealed in writing within ten (10) calendar days to the Mayor. The Mayor will hold a hearing on the matter and he or she will render a decision in writing within ten (10) days, a copy of which shall be forwarded to the Union.

Step 4. If no satisfactory agreement is reached at step 3, the matter may be submitted to arbitration within thirty (30) days. The party desiring arbitration shall notify the other party of its intent to arbitrate, and unless a mutually agreed upon arbitration can be chosen within seven (7) days, the party desiring arbitration may request that the Massachusetts Board of Conciliation and Arbitration designate an arbitrator.

The decision of the Arbitrator shall be final and binding, and the cost of arbitration shall be shared equally by the two parties. The arbitrator shall have no authority to add to, delete from, or modify in any way the terms and provisions of this Agreement.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of this procedure, except, however, that in the exercise of this provision, if the next step is arbitration, then only the Union may invoke the next step. However, no deadline shall be binding on the grievance and/or the Union until a required response is given.

The Union and the Employer have the right to file a grievance; such grievance shall be filed at the third step of the procedure.

Employees and stewards who are required to attend arbitration hearings as witnesses shall be given time off without loss of pay or benefits and without the requirement to make up lost time.

#### **ARTICLE XX: DISCIPLINE AND DISCHARGE**

No employee shall be disciplined or discharged without just cause. If the Employer has reason to meet with an employee to discuss disciplinary action, the employee will first be informed of the reasons for the meeting, and the employee will be allowed to request the presence of a Union steward.

Employees will be shown any material of an evaluatory nature before it is placed in their personal files. Employees will be allowed to inspect their personnel files during normal business hours. All oral warnings shall be removed from an employee's file after one (1) year and all written warnings shall be removed from an employee's file after two (2) years.

#### **ARTICLE XXI: EDUCATION**

The City will reimburse employees for tuition up to \$1,000.00 (one thousand dollars) per year provided that;

The employee must have six (6) continuous months of service and serve for at least one year after completion of the course.

The course must offer classroom instruction at an accredited educational institution. Correspondence courses are not acceptable under this Article.

Cost other than tuition, such as registration or lab fees, books, transportation, etc., are not reimbursable. It is understood that employees shall not be reimbursed for any specific expenses already reimbursed by another source.

It is understood that employees will take these courses on their own personal time.

Request for reimbursement must be made prior to enrollment and will be acted upon within one (1) week. Employees must pass the course with a grade of "C" or better.

The course must be related to employment within the City of Haverhill.

**ARTICLE XXII:           JOB DESCRIPTIONS**

**Section 1. Job descriptions.** Every position within the bargaining unit shall have a job description. A job description shall be clear, concise, and accurate summary of duties, responsibilities, and requirements of the job and shall include any special conditions of employment. Though it is understood that a job description may not be all inclusive of an employee's job duties, such unspecified duties will be limited to the employee's basis occupational category.

When an employee is actually and continuously performing duties not included within his or her job description, either those duties shall be taken away or the job description and salary revised to conform to those duties. In cases where an employee has voluntarily assumed extra or additional duties at the request of his or her supervisor, he or she shall have the option of dropping such duties within one (1) month.

An employee shall have the right to refuse to do the personal work of any other employee or supervisor. All staff members shall be informed of this policy.

**ARTICLE XXIII:         JOB SECURITY**

**Section 1. Subcontracting.** No work performed by members of this unit shall be contracted out, if the effect of such a contracting out shall be to reduce the number of positions or number of members in the bargaining unit.

**Section 2. Maintenance of the Bargaining Unit.** The Employer will give notice to the Union prior to a decision not to fill a vacant position, and it will negotiate with the Union as to the impact of this decision on the bargaining unit.

**ARTICLE XXIV:         SAFETY AND HEALTH**

It is the policy of the City of Haverhill to provide a safe workplace free to known hazards and to assure all City employees enjoy a safe and healthful environment in which to work. It will be the City's policy to comply with Federal and State workplace safety standards.

**ARTICLE XXV:         JOB SHARING AND "PX" TIME**

When possible, the Employer will allow employees the option of establishing job-sharing agreements, consistent with the present policy. The Employer will also, at its sole discretion allow employees to utilize "PX" time. "PX" time is defined as time when the workload is such that one or more employees may be released from work without pay or without affecting the performance of the office.

**ARTICLE XXVI:         SEVERABILITY**

Should any provision of this Agreement be found to be in violation of any Federal or State Law, or constitutional provision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

**ARTICLE XXVII:        NEW TECHNOLOGY**

The employer shall notify the Union as far in advance as possible of any proposed technological change. The Employer shall provide the Union with full information regarding proposed technological changes in order for the Union to determine the potential effects on the bargaining unit. Upon request by the Union, the Employer shall promptly meet with the Union to negotiate regarding the effect of the proposed technological change upon the bargaining unit.

**ARTICLE XXVIII:     DEPENDENT CARE ASSISTANCE PLAN**

The employer agrees to establish a dependent care assistance plan when computer capacity permits.

**ARTICLE XXIX: POSITION RECLASSIFICATION**

The City shall establish position descriptions and tentatively designate positions for upgrading and downgrading. When positions are to be downgraded, the incumbent shall be red-circled. After fourteen (14) days of the City's designation, the Union may request a hearing before the City's Human Resources Director. Unresolved disputes may be submitted to a neutral party.

Any funding for upgrades must come from 1) any position savings realized from downgrades 2) savings realized from position eliminations not a result from lack of funds and 3) any voluntary contributions from the City.

**ARTICLE XXX: DURATION CLAUSE**

The Agreement shall become effective retroactive to July 1, 2010 and shall continue in force and effect up and to including June 30, 2012, and shall thereafter automatically renew itself from year to year until a successor Agreement is reached by the parties. Either party may give notice of its intent to modify or amend this Agreement provided this Notice is sent by that party at least ninety (90) days prior to June 30, 2011 and such Agreement when reached shall become effective as of July 1, 2010.

**ARTICLE XXXI: TERMINATION**

This Agreement shall take effect on July 1, 2010, and shall remain in full force and effect through June 30, 2012.

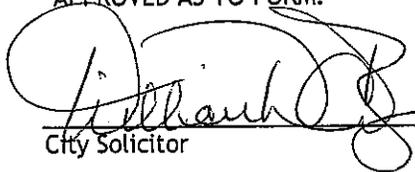
Any and all changes effective July 1, 2010 shall be retroactive to July 1, 2010.

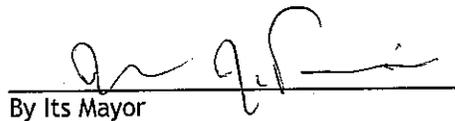
It is further agreed between the City of Haverhill and Teamsters Local 170, that this Agreement shall remain in full force and effect after the duration date set forth above, if at said time the parties are negotiating any of its terms and conditions and shall remain in full force and effect until such time as a new contract is agreed upon.

Executed this \_\_\_\_\_ Day of \_\_\_\_\_.

APPROVED AS TO FORM:

CITY OF HAVERHILL

  
City Solicitor

  
By Its Mayor

TEAMSTERS LOCAL 170

  
Ed Adley, Business Agent