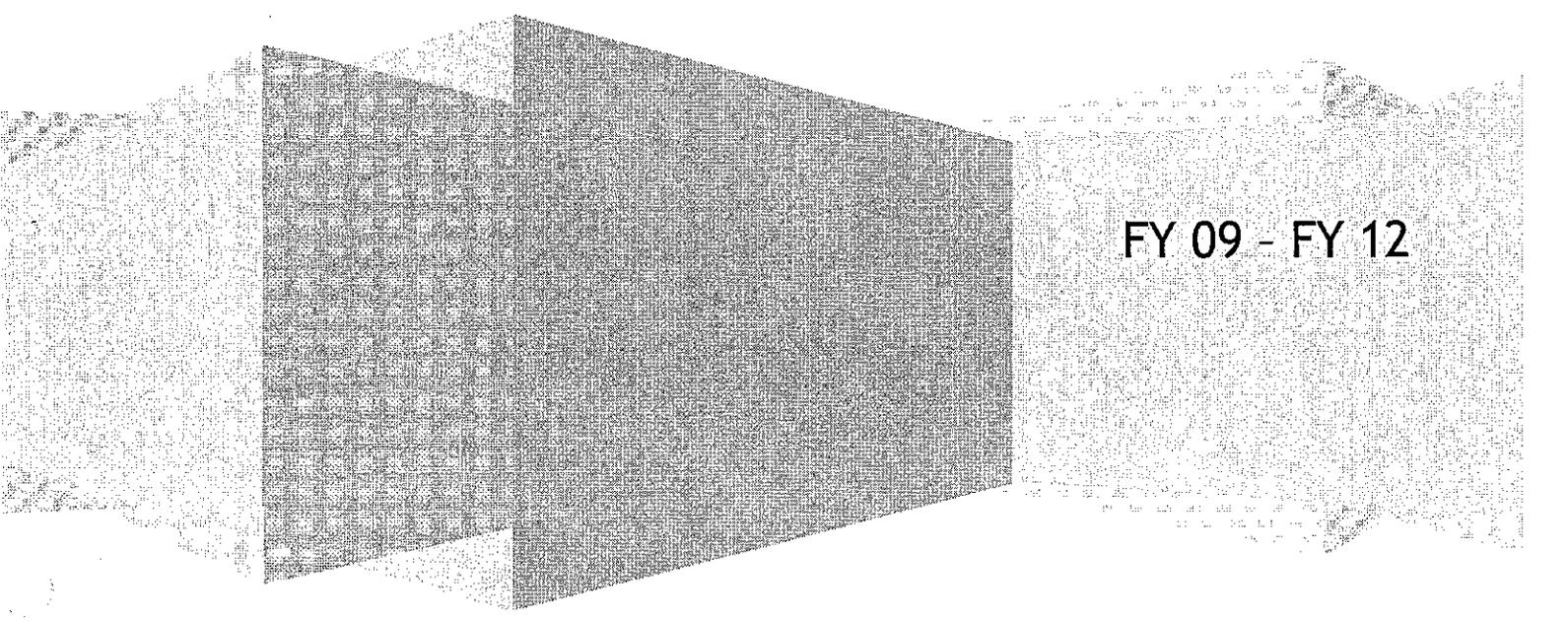


**LABOR AGREEMENT  
BETWEEN  
THE CITY OF HAVERHILL  
AND  
THE ENGINEERING GROUP  
TEAMSTERS LOCAL #170**

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



**FY 09 - FY 12**

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## AGREEMENT

### ENGINEERING DEPARTMENT

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the CITY OF HAVERHILL, MASSACHUSETTS, ENGINEERING DEPARTMENT, 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".

### WITNESSETH

**WHEREAS:** It is the intention and purpose of the parties hereto to promote and improve the efficient administration of the City's operation and the well-being of its employees to establish a mutual understanding relative to personnel policy, practice and procedures and matters affecting compensation, work time and conditions of employment, and to provide for amicable discussion and adjustment of matters of mutual interest and concern;

**NOW:** Therefore, in consideration of the mutual promises and Agreements herein contained, the parties mutually agree as follows:

#### **ARTICLE I: RECOGNITION**

The City recognizes the Union as the exclusive bargaining agent for all employees in the job classification covered by this agreement.

#### **ARTICLE II: UNION SECURITY**

**Section 1. Agency Shop Clause:** Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.

Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regards to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under subparagraph (1) and (2) of this Section all employees shall as a conditions of continued employment pay to the Local Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

**Section 2. Payroll Deduction of Union Dues:** Upon receipt of signed authorization from employees in the bargaining unit, the City shall deduct from the employee's pay the dues payable by such employees to the Union. Deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The City shall furnish the Union with a record of each deduction showing the amount and the employee from whom such deduction was made.

**Section 3. Credit Union Language:** The employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each week. The Employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions

for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

**Section 4. Favorable Union Security:** In the event that on or after the effective date of this Agreement the City grants to any other Union representing its employees more favorable Union Security provisions than the provisions contained in the preceding Article, such more favorable Union Security shall inure to the Union hereunder.

### **ARTICLE III: CONDUCT OF UNION BUSINESS**

Authorized Agents of the union shall have access to the premises where employees covered by this Agreement are employed during work hours, including the right to investigate working conditions, collect dues and inspect all time cards and other payroll records for the purpose of determining whether or not the terms of this Agreement are being complied with. The City will make such records available within seven (7) days of the Union's request and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of this Union.

### **ARTICLE IV: SHOP STEWARDS**

The Union shall have the right to designate a Shop Steward and an Alternate. The Shop Steward shall be permitted to leave his/her post for and at any reasonable time during working hours, upon notification to the City Engineer, for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the City Engineer or his/her designated representative without deduction from his/her pay for the time lost for such purpose. Shop stewards shall have no authority to take strike action or any other action interrupting the City's business. The city recognizes these limitations upon the authority of the Shop Steward and shall not hold the union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event the Shop Steward has taken unauthorized action, slow-down, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

### **ARTICLE V: SENIORITY AND PROMOTION**

**Section 1. Definition:** Seniority shall be defined as the length of service with the City. Seniority shall be acquired by an employee after the completion of his/her probationary period, which shall be six (6) calendar months, at which time seniority shall be retroactive to the first day of his/her employment. All new employees shall be hired from the Civil Service List as recommended by Civil Service and shall be given a temporary six (6) months appointment at the end of which time he/she shall be made a permanent employee under Civil Service in his/her respective classification. All present employees, who have completed their six (6) months' appointment at the effective date of this Agreement, shall be given a permanent appointment immediately from the Civil Service List in their respective departments.

**Section 2. Cumulation:** Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave or lay-off.

**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. Posting Seniority List:** A seniority list of all employees covered by this Agreement showing name, position and date of entering service, and seniority within classification will be posted promptly on appropriate bulletin boards accessible to all employees affected. The roster will be revised and posted in March of each year and will be open to protest and correction for a period of thirty (30) days and upon proof of error presented by an employee or his/her representative, such error will be corrected.

**Section 5. Vacancies:** All vacancies shall be filled on a basis of seniority from the present work force if qualified. In the event there is a dispute or protest over the contemplated filling of a vacancy by a person from other than present work force, a suitable test shall be given to determine who is best qualified. Notice of promotional vacancy in an existing position, filled by an employee covered by this Agreement shall be posted for a period of seven (7) days on appropriate bulletin boards. Any employee of the City covered by this Agreement who has completed his/her probationary period and who is interested in filling the vacancy, shall obtain a job bid form and submit it to the Human Resources Department. No employee who is absent because of illness or injury or who is on vacation shall be

deprived of the opportunity to apply. Whenever an appointment is made in accordance with the provisions of this section, to fill a promotional vacancy, the name of the applicant appointed shall be posted on all bulletin boards used for vacancy announcement purposes, within three (3) days after the appointment.

**ARTICLE VI: HOURS OF WORK AND OVERTIME**

The regular work week shall be five (5) consecutive days, Monday through Friday inclusive.

Hours shall be 7:00 A.M. to 4:00 P.M. with one (1) hour lunch period, forty (40) hours per week. All time worked in excess of eight (8) hours in any one day or forty (40) hours in any one (1) week shall be paid for at the overtime rate. Lunch period to be taken between 11:00 A.M. to 2:00 P.M.

A definite reporting time covering all regular employees shall be established by the City Engineer and a copy of same shall be furnished to the Union. Employees in the order of their seniority shall have the right to select their reporting time from the work schedule established by the City Engineer.

An employee called to work before his/her regular scheduled report time shall not be required to take off to compensate therefore. An employee reporting to work at his/her regular scheduled report time shall be guaranteed his/her normal hours for the day, unless bad weather or an act of God prevents work. If bad weather or an act of God prevents work, employees may be laid off but will receive compensation for work performed or a minimum of two (2) hours pay at their regular rate. If any employee is notified a day before that no work is available the following day, then he/she shall not report to work and shall not receive any pay. An employee shall be notified of a lay-off at the end of his/her tour of duty. In the event of lay-off, the most junior person shall be laid off and rehiring shall be the inverse order of seniority if qualified to perform the work required. The City must give employees a two (2) week notice in advance.

All emergency and overtime work shall be rotated equally according to seniority if qualified to perform the work required amongst those employees that have completed their six (6) months probation period. Any employee called in on an emergency shall be paid a minimum of four (4) hours at the overtime rate; however, he/she may be required to remain on the job for the four (4) hours, depending upon the nature of the emergency situation as determined by the City Engineer.

Any employee working in a higher pay classification for two (2) or more hours during the day shall receive the higher rate of pay for the entire day. If the first step of higher classification is not at least .25 cents per hour over and above employee's regular rate of pay, then he/she shall receive the next step in the higher classification.

However, any employee that works out of classification for six (6) months shall automatically be paid the next highest step in that classification.

All time worked on Saturday or Sunday shall be paid for at the overtime rate and a minimum pay of four (4) hours shall be guaranteed, however, he/she may be required to remain on the job for the four (4) hours, depending upon the nature of the project, as determined by the City Engineer.

All employees shall be allowed two (2) coffee breaks a day, at the nearest location. (Not more than fifteen (15) minutes each).

**ARTICLE VII: WAGES**

**Section 1. Wages:** Wages in all salary steps in all classification of employees covered by this Agreement, of the Engineering Department of the City of Haverhill shall be as follows:

**Section 2. Step Raise Schedule:** The City agrees that the step raise schedule is a part of the contract. Changes in salary steps shall be six (6) months apart from date of hire or advancement.

EFFECTIVE 7/1/2008	0%
EFFECTIVE 7/1/2009	0%
EFFECTIVE 7/1/2010	0%

<b>EFFECTIVE 7/1/11</b>	<b>2%</b>		
	Step 1	Step 2	Step 3
Jr. Draftsperson	\$597.71	\$635.47	\$ 689.43
Sr. Engineering Aide	\$725.43	\$760.98	\$ 813.05
Assistant Civil Engineer	\$863.69	\$925.85	\$ 1,067.74

Additional work related duties and responsibilities outlined by the City Engineer have been agreed to by members of the bargaining unit.

This 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.

**Section 2A. Professional Development:** All employees who are bargaining unit members, who are members as of January 1, shall receive one hundred and twenty-five dollars (\$125) per year.

**Section 3. Longevity**

\$ 1,000.00	5<10 yrs
\$ 1,050.00	10<15 yrs
\$ 1,100.00	15<20 yrs
\$ 1,150.00	20<25 yrs
\$ 1,400.00	25+ yrs

The above longevity pay shall be paid by separate check.

**ARTICLE VIII: 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, President's Day, 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.** Employees required to work on any of the above named holidays shall be paid the applicable premium rate in addition to the holiday pay. Any employee required to report to work on any of the above holidays shall be guaranteed four (4) hours work or pay at the overtime rate. Any employee working out of classification two (2) or more days in a holiday week shall receive the higher rate of pay for the holiday.

**Section 3.** All employees shall be entitled to five (5) days off, with pay annually for personal reasons. An employee must work six (6) months prior to becoming eligible to use these five (5) Personal Days - One personal day must be taken 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 City Engineer or his/her designee a reasonable time in advance. The City Engineer or his/her 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 IX: 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 HR 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%) of one (1) 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 10, Section 11.

**Section 10. EMPLOYEES ON SICK LEAVE:** Employees on sick leave must 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 X: 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 (1<sup>st</sup>) 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 that is 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 up 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 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 reimbursement from any funds available to the employee.

**Section 6. VOLUNTARY DONATION OF ACCUMULATED TIME:** In the event of a 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 shall be 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 signed 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 Hale Hospital's 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, 1977, 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 IX, 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, foster child, spouse's parents; 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.

#### **ARTICLE XI: JURY DUTY AND MILITARY LEAVE**

When employees are required to serve Jury Duty or to fulfill their annual duty with the National Guard or Organized Reserves they shall be compensated for the difference in their normal weeks' pay.

**ARTICLE XII: 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 percent (50%) of the premium.

**ARTICLE XIII: 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 XIV: HIRED EQUIPMENT**

If in order to meet unusual demands the City finds it necessary to hire or use additional equipment, such hire or use shall cease when the necessity therefore is ended and shall not be used in preference to the City's own equipment.

**ARTICLE XV: SAFETY AND DEFECTIVE EQUIPMENT**

No employee shall be required to drive or to operate or to work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. The City shall comply with all laws and rules regarding safety, staging, rigging, etc., and no employee will be required to violate the law. No employee shall be subject to disciplinary action for refusing to work in an unsafe manner.

No employees are to be required to ride to and from work areas in an open truck in inclement weather.

Any employee involved in an on-the-job injury or accident shall be furnished with a duplicate copy of the accident report.

The City shall comply with all laws and rules regarding shoring of trenches, etc. and no employee will be required to violate the law.

**ARTICLE XVI: NEW EQUIPMENT RE-OPENING CLAUSE**

In the event the City puts into use any new type of job or equipment for which rates or pay are not established by this Agreement, the rates for such jobs or equipment shall be negotiated by the parties hereto.

**ARTICLE XVII: PREVAILING RATES**

In all cases where subcontractors are required to pay the prevailing rates of pay and fringe benefits, upon notification by the Union that the sub-contractors is in violation of this provision, the City will notify the sub-contractor and the appropriate authorities of the violation and will cooperate with the Union and the authorities in enforcing this provision.

**ARTICLE XVIII: NON DISCRIMINATION**

There shall be no discrimination by the Union or the City against any employee because of race, creed, color, national origin, sex, age, or handicap. The City and the union affirm their joint, opposition to any discriminatory practice in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to consideration of race, creed, color, national origin, sex, age or handicap. The City and the Union will maintain a policy of affirmative action in regard to discrimination.

**ARTICLE XIX: 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 the 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 XX: 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 or impose a duty to conduct, 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 in, 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, to terminate the strike, work stoppage, slowdown, or withholding of services, and to return to work forthwith.

#### **ARTICLE XXI: GRIEVANCE PROCEDURE**

Section 1. Should any employee or group of employees feel aggrieved concerning his/her wages, hours, or working conditions, which wages, hours or conditions are governed by this Agreement, or which are provided for by any statute, provision, ordinance, rule, regulation or policy, which is not in conflict with this Agreement, concerning any matter of condition arising out of employee-employer relationship or condition of his/her or their health and safety, adjustment shall be sought as follows;

(a) The employee shall within five (5) days of knowledge of the grievance submit such grievance to the Shop Steward. If the Shop Steward cannot or does not resolve any said grievance, both the employee and the Shop Steward shall refer the grievance to the City Engineer.

(b) If within five (5) days of being notified of the grievance the City Engineer does not resolve the grievance to the satisfaction of the Union; the Union may submit the grievance in writing to the Mayor.

(c) If within five (5) days of being notified of the grievance the Mayor does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance to the Massachusetts State Board of Conciliation and Arbitration, and the decision of the board shall be final and binding upon both parties.

#### **ARTICLE XXII: EDUCATIONAL PAY**

It is agreed if employees attend courses applicable to the Engineering Department and if they receive written approval prior to taking the course, from the City Engineer, the City will pay the tuition fee for such course if the individual passes said course with a grade "C" or better.

If such courses are required for advancement or make the employee more proficient in their classifications, and the hours are in conflict with the employees work hours, the City will make arrangements so the employee may attend the course. The City shall provide one thousand dollars (\$1,000.00) per year for educational courses. The City will provide an application form for employees requesting educational reimbursement. Payment of a course, if approved will be made to the individual upon receipt of their grade for the course of "C" or better. A voucher or invoice specifying the cost of course will also be required prior to payment of the course by the City.

#### **ARTICLE XXIII: TIME OFF FOR UNION BUSINESS**

Employees and Shop Stewards that 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 the lost time.

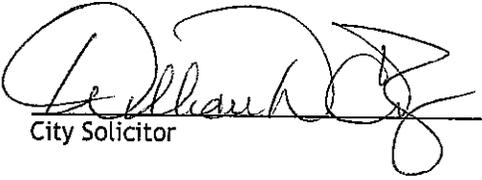
#### **ARTICLE XXIV: TERMINATION**

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 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.

APPROVED AS TO FORM:

  
City Solicitor

CITY OF HAVERHILL

  
By Its Mayor

TEAMSTERS LOCAL #170

  
Ed Adley, Business Agent

