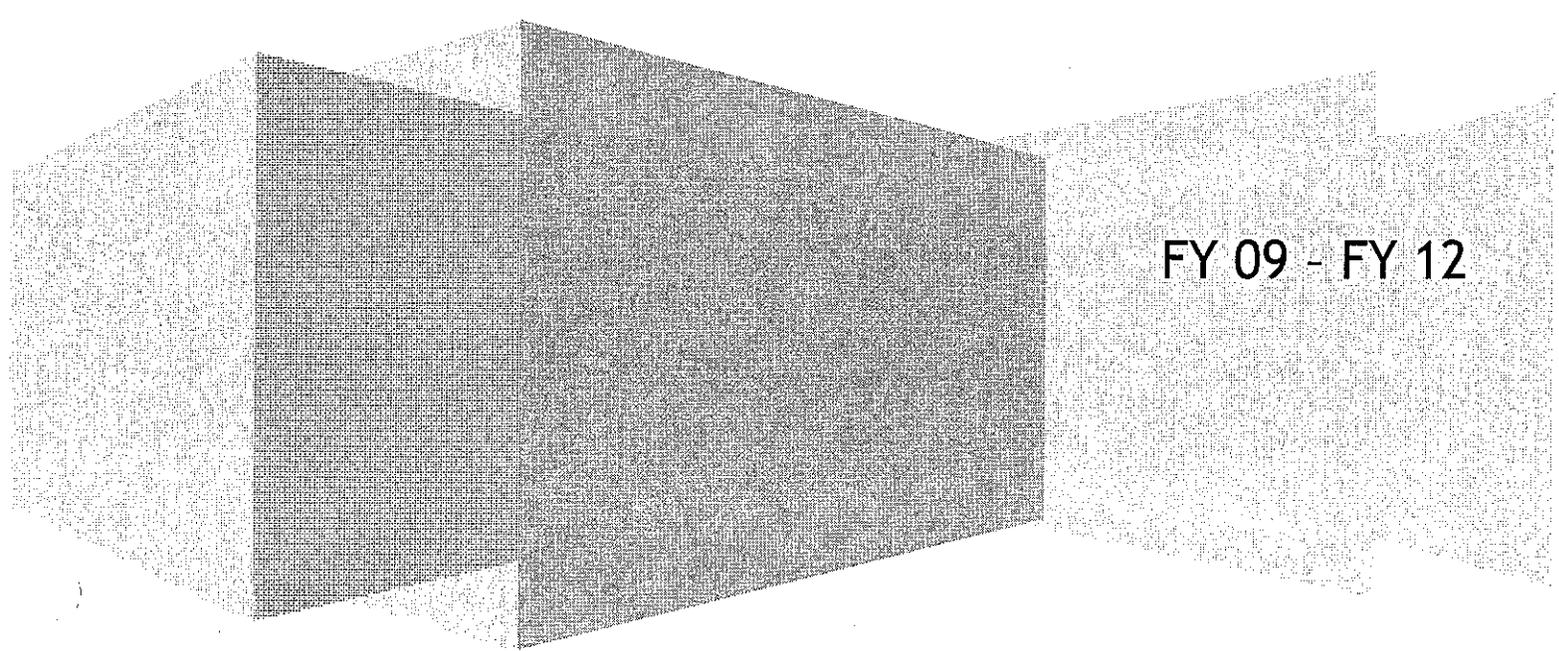


**LABOR AGREEMENT
BETWEEN
THE CITY OF HAVERHILL
AND
THE HIGHWAY/PARK GROUP
TEAMSTERS LOCAL #170**

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



FY 09 - FY 12

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AGREEMENT

HIGHWAY – PARK DEPARTMENT

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF HAVERHILL, MASSACHUSETTS, HIGHWAY – PARK 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 classifications certified by the Mass. Labor Relations Commission in case No. MCR 603 MCRE 23 which certification was issued by said Commission on October 7, 1969.

It is agreed and understood, however that this Agreement shall not apply to summer help and does not affect the City's right to determine their wages, hours, and working conditions. It is further agreed that the City will not employ more than thirty (30) so-called summer help at any one (1) time during the period from June 1st to Labor Day in any one (1) year. It is further agreed and understood that summer help will be limited to working in the labor grade and shall work exclusively on the shift between 7:00 A.M. and 3:00 P.M., and shall not be used on any overtime work in lieu of full-time or regular employees, except where an emergency occurs.

ARTICLE II: UNION SECURITY

All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing for the term of this Agreement.

Section I. 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 benefit contained in this Agreement.

In accordance with the policy set forth under subparagraph (1) and (2) of this Section all employees shall as a condition 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 of 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 his/her immediate supervisor, for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the Department of Public Works (DPW) DIRECTOR 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 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) month 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. All employees hired after the effective date of this agreement will have to serve a period of twice the length of absence before prior service will be added to seniority.

Section 4. Posting Seniority List: A seniority list of all employees covered by this Agreement showing name, position and date of entering service 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 and such error will be corrected.

Section 5. Vacancies: All vacancies shall be filled on the 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, a suitable test shall be given to determine who is well 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 from 7:00 A.M. to 3:00 P.M., with a twenty (20) minute lunch period. All employees required to work any part of his/her meal period shall be paid for the full meal period and shall be allowed twenty (20) minutes to eat lunch and such time shall be considered as time worked. Such employees shall receive a minimum of eight (8) hours pay on that day, with the exception of the following shifts:

HIGHWAY DEPARTMENT: Monday through Friday: 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M. One (1) person each shift.

Saturday and Sunday: 7:00 A.M. to 3:00 P.M.
3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M.
One (1) person each shift.

The above shifts will be paid a shift differential as follows:

3:00 P.M. to 11:00 P.M. shift, ten percent (10%) additional compensation
11:00 P.M. to 7:00 P.M. shift, ten percent (10%) additional compensation.

Saturday and Sunday night shifts are to be paid at ten percent (10%) shift differential.
Overtime shall be defined as time and a half.

Weekend and Holiday Shifts

The Highway Department shall maintain security during weekends and holidays. Weekend shifts will begin on Friday at 3:00 P.M. and continue every eight (8) hours until Monday at 7:00 A.M. Holiday shifts will begin at 3:00 P.M. on the day preceding the holiday and continue every eight (8) hours until 7:00 A.M. on the day after the holiday.

Emergency/Winter Storm Shift

Maintain a night and weekend emergency/winter storm between November 15th and April 1st. No change to the staff and filling of the night and weekend shifts. The change is a name only change from night and security shift to emergency/winter storm shift.

Emergency /winter storm shift may be started before November 15th and extended after April 1st at the discretion of the DPW Director.

Differential and overtime pay for the night shifts and weekend shifts will remain as currently defined in the contract.

On-Call Status

To provide for emergency response during hours that a shift is not staffed, an employee shall carry a pager or cell phone and shall be on-call during all hours that a shift is not staffed.

An employee shall alternate the on-call status weekly and shall be compensated additional pay equal to eight (8) hours pay at their base hourly pay rate for each week of on-call status. The on-call rotation shall be by seniority: highest to lowest. The on-call week shall start and end on Wednesday at 3:00 P.M.

If the on-call employee is unable to work his/her regularly scheduled shift due to sickness or shift switch, he/she is thereby considered unavailable for on-call status for the entire day. The on-call employee who is unavailable due to sickness or shift switch shall be responsible for notifying the Highway General Foremen, who will assume or replace the on-call employee for that day. If unavailable, on-call compensation shall be reduced one hour for each day Monday through Friday and two hours each day for being unavailable on Saturday or Sunday. The total reduction shall not exceed eight (8) hours.

The on-call employee must be accessible by phone or pager at all times during the designated on-call hours and able to report to work promptly after being contacted. If contact cannot be made with the on-call employee or if that employee fails to respond to a call or page within fifteen (15) minutes, he/she is ineligible for on-call and call-in pay.

When it is necessary for the on-call employee to report to work, he/she must report within thirty (30) minutes to the Highway Garage to punch in and/or out. If the call is due to an emergency situation where time is of the essence, the on-call employee may report directly to the location of the emergency.

When an on-call employee is called and it is necessary to report he/she will be paid as per the union contract for hours worked and minimum hours. On-call employees who report will not be compensated again if another call occurs during the minimum period. Additional compensation will occur once the total response time exceeds the initial minimum pay period.

Week-end Working Shift – April 1 through November 15

The City will maintain a two (2) person working shift every Saturday (7:00 A.M. to 3:00 P.M.) from April 1 through November 15. The personnel working the Saturday shift will be assigned tasks by the DPW Director or through his/her

designee.

During the other shifts of the Weekend Working Shift (April 1 through November 15), if an emergency arises, the Highway/Park Department's on-call provision will be utilized. An employee shall be designated as on-call during all hours that a shift is not staffed.

Sweeper Shift

The City Agrees to put in effect and maintain from May 1 through October 15 a sweeper shift in addition to the present security shift before April 1 and continue the shift after October 15 at the discretion of the Highway Superintendent.

Personnel for these shifts shall be selected on a voluntary basis from a posted list prepared in order of seniority. The weekend list will be posted no later than 10:00 A.M. on Thursday. The holiday list will be posted no later than 10:00 A.M. two (2) days before the holiday. Any employee unwilling or unable to work an assigned shift shall notify the Highway Superintendent no later than 10:00 A.M. on Friday or the day preceding the holiday.

If when scheduled employees for weekend work are not qualified to operate the sweeper they shall be deprived of the opportunity to work the weekend shift and the next employee, in order of, seniority, who is qualified to operate the sweeper, shall be called in to operate the sweeper. Mechanics, if qualified, are to be included on weekend shifts.

All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at the overtime rate.

A definite reporting time covering all regular employees shall be established by the DPW Director 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 work schedule established by the DPW Director.

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 an eight (8) hour work 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.

All emergency and overtime work shall be rotated 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 two (2) hours at the overtime rate; however, he/she may be required to remain on the job for the two (2) hours, depending upon the nature of the emergency situation.

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 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 top step in the higher classification.

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

All time worked on Saturday and Sunday shall be paid for at the overtime rate and a minimum 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.

In the event any new employee is hired at a higher rate of pay than employees presently working in the same

classification the present employees presently working will automatically be paid the higher rate of pay. At any time during emergency or snow removal when additional help is required in the Highway-Park Department, employees in the Water, Park and Tree departments who are available and qualified to perform the work required shall be put to work before any outside help is hired.

It is understood and agreed that in planning snow removal work only, the DPW Director may reschedule starting times in the best interest of the City, provided however, any employee who is required to work at any time other than his/her regular scheduled time shall be compensated at the overtime rate of pay for those hours not included in his/her regular scheduled work day and is guaranteed eight (8) hours work or pay at the applicable rate, and all time worked in excess of eight (8) hours shall be compensated for at the applicable overtime rate. Immediately upon the completion of the snow removal work, all employees are to be restored to their regular assigned starting times.

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 Highway-Park Department of the City of Haverhill shall be as follows: see Appendix – A, B, and C.

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. See Appendix A, B, & C.

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.

Section 4. Hoisting License: The City agrees to pay for all hoisting licenses required by Operators and agrees to pay for certification and licenses. The City will pay for Class I & II licenses if required.

Section 5. Training Officer: The City will establish Equipment Training Officer and Safety Advisor positions. Each shall be paid \$.25 per hour. The positions shall be posted for bid and those qualified shall be paid \$.25 cents per hour above their current rate, and rotate every six (6) months.

Section 6. Snow Fund: Effective 7.1.10 – The amount of \$10.68 per week shall be added to the base rate for all regular hours worked. This weekly amount will not be calculated in the overtime rate. New employees hired after July 1, 2010 will not eligible for this weekly adjustment.

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. When a holiday falls on a Saturday, an employee may at his/her discretion accept a sixth (6th) day's pay or a day off with pay.

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 DPW Director or his/her designee a reasonable time in advance. The DPW Director 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 1st, 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 21st 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 of 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 Department by November 1st of each year for submission to the Mayor no later than November 15th 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 X, 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.

If an employee is out on sick leave and a public health nurse or authorized representative of the City is sent to individual's residence and said individual is not home or can not be reached by telephone, then the individual will not receive sick leave for that day and will be logged as an unauthorized absence.

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 (1st) 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 four (4) 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 City'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, 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: FY 2010 -- The City agrees to cancel the furlough days scheduled for April 16, 2010 and May 28, 2010. Members of this group who served the three (3) furlough days during the FY 2010 fiscal year will, upon separation from employment, be reimbursed for three (3) days at the future applicable rate of pay.

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 the DPW Director to schedule furlough days off.

ARTICLE XI: DRUG & ALCOHOL TESTING POLICY.

All C.D.L. drivers covered by this contractual agreement shall be drug tested as well as blood or breath tested for alcohol as outlined in the Drug & Alcohol Testing Policy for the City of Haverhill. The drivers shall comply with all requirements put forth by the Department of Transportation for Commercial Drivers.

ARTICLE XII: 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 week's pay.

ARTICLE XIII: 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 XIV: 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 XV: 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 XVI: 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 will all laws and rules regarding shoring of trenches, etc. and no employee will be required to violate the law.

Motor Equipment Repairmen and Foreman shall be tested for possible asbestos exposure according to the recommendation from the City physician.

ARTICLE XVII: 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 XVIII: 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-contractor 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 XIX: 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 XX: 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 XXI: 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 XXII: GRIEVANCE PROCEDURE

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 or condition arising out of employer-employee relationship, including any claim of unjust discrimination or matter 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 the said grievance, both the employee and the Shop Steward shall refer the grievance to the DPW Director

(b) If within five (5) days of being notified of the grievance the DPW Director 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 XXIII: EDUCATIONAL PAY

It is agreed if employees attend courses approved by the DPW Director, and the Mayor, the City will pay the tuition fee for such courses.

ARTICLE XXIV: 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.

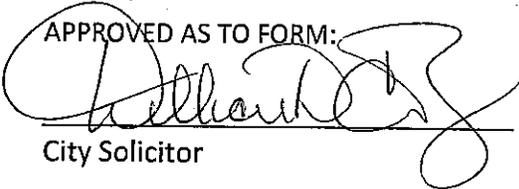
ARTICLE XXV: TERMINATION

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.

APPROVED AS TO FORM:



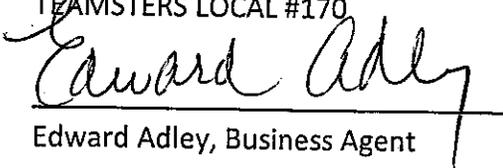
City Solicitor

CITY OF HAVERHILL



By Its Mayor

TEAMSTERS LOCAL #170



Edward Adley, Business Agent

Date

APPENDIX A – HIGHWAY

EFFECTIVE 7/1/2007 2.5%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant Highway Superintendent	\$1,123.69	\$1,176.70	\$1,229.68	\$1,284.34	\$1,334.39	\$1,372.23
General Foreperson	\$22.22	\$23.87	\$24.44	\$25.52	\$26.51	\$26.51
Working Foreperson (Garage)	\$21.03	\$22.68	\$23.25	\$24.32	\$25.35	\$25.35
Working Foreperson (Traffic)	\$19.16	\$20.83	\$21.39	\$22.44	\$23.48	\$23.48
Working Foreperson	\$18.55	\$20.22	\$20.77	\$21.82	\$22.88	\$22.88
Welder	\$16.87	\$18.04	\$19.16	\$20.21	\$20.21	\$20.21
ME Repairperson	\$16.87	\$18.04	\$19.16	\$20.21	\$20.21	\$20.21
Mason	\$16.87	\$18.04	\$19.16	\$20.21	\$20.21	\$20.21
MEO BG (Front End) Loader & BG Sweeper	\$15.45	\$16.63	\$17.74	\$18.79	\$18.79	\$18.79
MEO LHS Crane Oper.	\$15.45	\$16.63	\$17.74	\$18.79	\$18.79	\$18.79
P. W. Craftsperson	\$15.45	\$16.63	\$17.74	\$18.79	\$18.79	\$18.79
Yardperson/Dispatcher	\$15.23	\$16.09	\$17.13	\$18.17	\$18.17	\$18.17
MEO L&H (Sidewalk Plow)	\$15.23	\$16.09	\$17.13	\$18.17	\$18.17	\$18.17
P. W. Maintenance Person	\$15.23	\$16.09	\$17.13	\$18.17	\$18.17	\$18.17
Spray Painter	\$15.23	\$16.09	\$17.13	\$18.17	\$18.17	\$18.17
MEO Laborer	\$14.67	\$15.53	\$16.57	\$17.63	\$17.63	\$17.63
Laborer	\$14.22	\$15.09	\$16.12	\$17.18	\$17.18	\$17.18
Highway/Park Maintenance Person	\$14.22	\$15.09	\$16.12	\$17.17	\$17.17	\$17.17
Stores Delivery Person/Houseworker	\$12.71	\$13.08	\$13.47	\$13.47	\$13.47	\$13.47

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

EFFECTIVE 7/1/2011 2%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Assistant Highway Superintendent	\$1,146.17	\$1,200.24	\$1,254.27	\$1,310.03	\$1,361.08	\$1,399.68
General Foreperson	\$ 22.66	\$ 24.35	\$ 24.93	\$ 26.03	\$ 27.05	
Working Foreperson (Garage)	\$ 21.45	\$ 23.14	\$ 23.72	\$ 24.80	\$ 25.86	
Working Foreperson (Traffic)	\$ 19.54	\$ 21.24	\$ 21.81	\$ 22.89	\$ 23.95	
Working Foreperson	\$ 18.92	\$ 20.63	\$ 21.19	\$ 22.26	\$ 23.34	
Welder	\$ 17.21	\$ 18.40	\$ 19.54	\$ 20.61		
ME Repairperson	\$ 17.21	\$ 18.40	\$ 19.54	\$ 20.61		
Mason	\$ 17.21	\$ 18.40	\$ 19.54	\$ 20.61		
MEO BG (Front End) Loader & BG Sweeper	\$ 15.76	\$ 16.96	\$ 18.09	\$ 19.17		
MEO LHS Crane Oper.	\$ 15.76	\$ 16.96	\$ 18.09	\$ 19.17		
P. W. Craftsperson	\$ 15.76	\$ 16.96	\$ 18.09	\$ 19.17		
Yardperson/Dispatcher	\$ 15.54	\$ 16.41	\$ 17.48	\$ 18.53		
MEO L&H (Sidewalk Plow)	\$ 15.54	\$ 16.41	\$ 17.48	\$ 18.53		
P. W. Maintenance Person	\$ 15.54	\$ 16.41	\$ 17.48	\$ 18.53		
Spray Painter	\$ 15.54	\$ 16.41	\$ 17.48	\$ 18.53		
MEO Laborer	\$ 14.97	\$ 15.84	\$ 16.91	\$ 17.98		
Laborer	\$ 14.51	\$ 15.39	\$ 16.45	\$ 17.52		
Highway/Park Maintenance Person	\$ 14.51	\$ 15.39	\$ 16.45	\$ 17.51		
Stores Delivery Person/Houseworker	\$ 12.96	\$ 13.34	\$ 13.74	\$ 13.74		

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 1. Clothing Allowance: Employees after six (6) months of service shall be allowed a Clothing Allowance of Three Hundred and Fifty (\$350.00) Dollars per year. This allowance shall not be granted in cash. It is agreed and understood that the clothing of the employees covered by this Agreement shall be uniform and shall be purchased by requisition through the Purchasing Department.

Section 2. Storm Coordinator: Working Foreman (Traffic) shall receive fifty cents (\$.50) per hour differential for acting as Storm Coordinator.

Section 3. Tool Allowance: Mechanics, Welder and One (1) Truck Maintenance Man to receive Three hundred and fifty dollars (\$350.00) per year Tool Allowance.

APPENDIX B – PARK

EFFECTIVE 7/1/2007 2.5%	STEP I	STEP II	STEP III	STEP IV	STEP V
General Foreperson	\$22.23	\$23.88	\$24.44	\$25.51	\$26.52
Working Foreperson/Tree	\$18.54	\$20.23	\$20.77	\$21.83	\$22.88
Working Foreperson/Park Maintenance Craftsperson	\$18.54	\$20.23	\$20.77	\$21.83	\$22.88
Park Maintenance Craftsperson (Skylift Operator)	\$15.45	\$16.63	\$17.74	\$18.79	
Senior Groundswoker	\$15.23	\$16.09	\$17.14	\$18.16	
MEO LHS	\$15.23	\$16.09	\$17.14	\$18.16	
MEO/Groundswoker/Laborer	\$14.68	\$15.53	\$16.57	\$17.63	
Groundswoker	\$14.23	\$15.09	\$16.12	\$17.17	

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

EFFECTIVE 7/1/2011 2%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
General Foreperson	\$22.67	\$24.36	\$24.93	\$26.02	\$27.05
Working Foreperson/Tree	\$18.91	\$20.63	\$21.19	\$22.27	\$23.34
Working Foreperson/Park Mntce Craftsperson	\$18.91	\$20.63	\$21.19	\$22.27	\$23.34
Park Maintenance Craftsperson (Skylift Operator)	\$15.76	\$16.96	\$18.09	\$19.17	
Senior Groundswoker	\$15.53	\$16.41	\$17.48	\$18.52	
MEO LHS	\$15.53	\$16.41	\$17.48	\$18.52	
MEO/Groundswoker/Laborer	\$14.97	\$15.84	\$16.90	\$17.98	
Groundswoker	\$14.51	\$15.39	\$16.44	\$17.51	

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 1. Clothing Allowance: Employees after six (6) months of service shall be allowed a Clothing Allowance of Four Hundred (\$400.00) Dollars per year. This allowance shall be granted in cash by the second Friday in July. It is agreed and understood that the clothing of the employees shall be uniform and the employees shall submit receipts.

Section 2. Pesticides: Working Foreman/Park Maintenance Craftsman shall receive an additional \$.50 per hour for acting as the Supervisor of Pesticides, providing he/she has an active pesticides license. Other Park/Tree Foreman possessing an active pesticide license shall receive an additional \$.25 per hour.

Section 3. Tree Crew: Working Foreman/Park Maintenance Craftsman and Park Maintenance Craftsman shall receive an additional thirty-five cents (\$.35) per hour.

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APPENDIX C – SOLID WASTE/RECYCLING COORDINATOR

EFFECTIVE 7/1/2007 2.5%	STEP 1	STEP 2	STEP 3
Solid Waste/Recycling Coordinator	\$883.31	\$909.67	\$935.26
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
Solid Waste/Recycling Coordinator	\$ 900.98	\$ 927.86	\$ 953.97

Section 1. The regular work week shall be five (5) consecutive work days, Monday through Friday. The present hours of work and shift schedule shall be maintained for the duration of this Agreement.

Section 2. Attendance at Meetings: If a Sanitary Inspector is required to work, by attending any meetings beyond their seven (7) hour day, they shall be entitled to accrue compensatory time at the rate of time and one-half.

Section 3. Call-In: If the Solid Waste/Recycling Coordinator is called in to work, outside of normal hours, during weekdays the employee shall be paid a minimum of two (2) hours at time and one-half; during weekends, the employee shall be paid a minimum of four (4) hours at time and one-half. No compensatory time will be granted for call-in time.

Section 4. Working Conditions: The parties agree to meet to discuss working conditions, position descriptions, responsibilities, and other work related topics which the employees feel are unclear.

Section 5. Professional Development: Two hundred twenty-five dollars (\$225) per year. This amount includes a boot allowance.