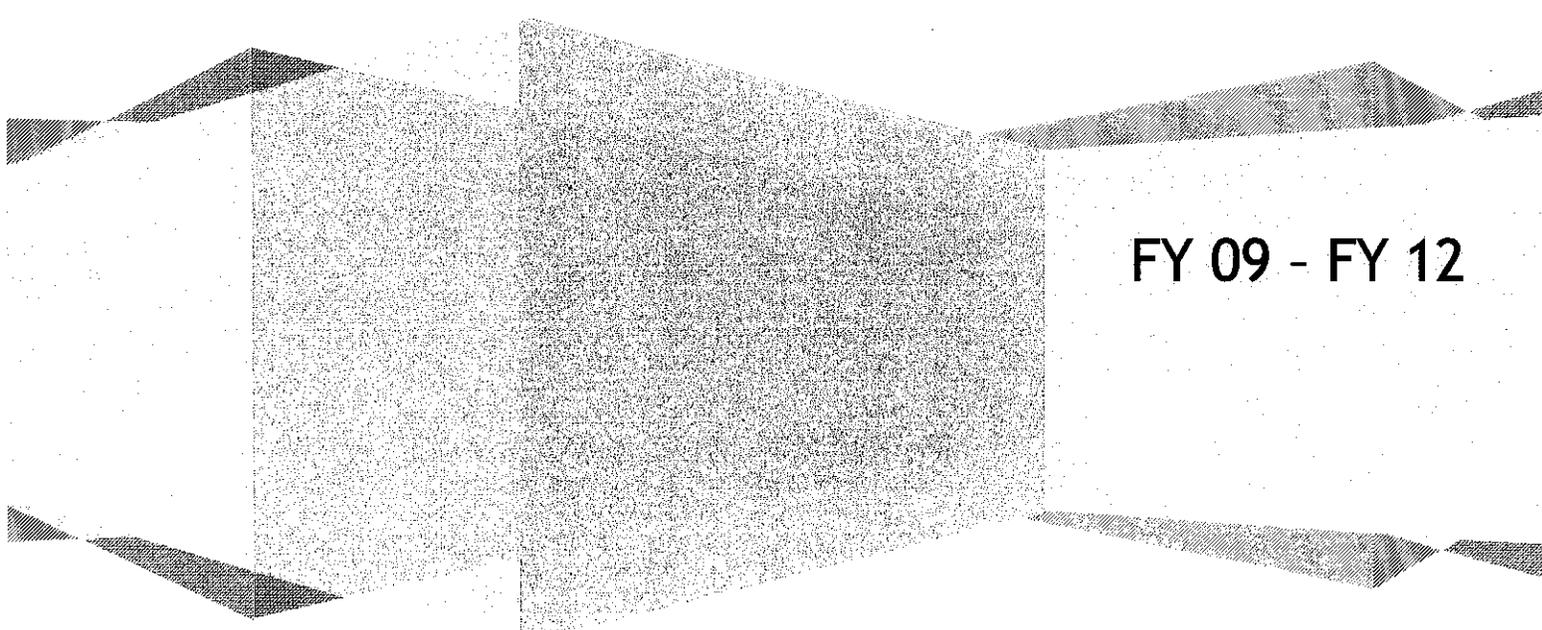


AGREEMENT

**BETWEEN THE CITY OF HAVERHILL
AND
THE LIBRARY EMPLOYEES GROUP
(TEAMSTERS LOCAL #170)
JULY 1, 2008 - JUNE 30, 2010
JULY 1, 2010 - JUNE 30, 2012**



FY 09 - FY 12

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PREAMBLE

This Agreement is entered into by the City of Haverhill, its heirs, successors, or assigns, hereinafter referred to as the "Employer" and the Teamsters Local 170, hereinafter referred to as "The Union". This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other conditions of employment. The Employer and the Union agree to cooperate with one another to promote and improve the efficient administration of the City's operations, and to provide a high level of service to the community. The parties agree to act at all times in such a manner as to assure mutual dignity and respect to all employees in the bargaining unit, and to one another.

ARTICLE I: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all Division Heads, Library Assistants, Library Technical Assistants, and Library Clerks, Secretary, Business Manager, Custodians.

ARTICLE 2: UNION MEMBERSHIP

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

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

Except as there is contained in the Agreement an express provision limiting the rights of discretion of the Employer, all rights, functions and prerogatives of the Management of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer administration. Without limiting the generality of the foregoing, the Employer reserves to itself exclusively, subject only to any express provision of this Agreement to the contrary, the management of the City, the maintenance of discipline, order and efficiency, the determination of operational and other policies, the direction of the working force, the decision to hire, suspend, transfer, promote, discharge or otherwise discipline employees for just cause, the right to layoff employees for lack of work, the right from time to time and whenever in the Employer's judgment it is necessary, to transfer employees temporarily from one job to another in accordance with the specific provisions of the Agreement, and the right to promulgate and enforce all

reasonable rules and regulations relating to the operation of the City and safety measures. These rights will not be exercised arbitrarily or capriciously.

ARTICLE 4: CONDUCT OF UNION BUSINESS

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

The Employer shall provide a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members. The Employer will provide space to allow Union members to meet within the Library, in accordance with the present practice.

ARTICLE 5: UNION STEWARD

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 any reasonable time during working hours, upon notification to his/her immediate supervisor, for the purpose of asserting the facts concerning complaints or grievances and the presentation of such complaints or grievances to the Department Heads/Supervisor or his/her designated representative without deduction from his/her pay for the time lost for the 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 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 6: DEFINITION OF FULL-TIME, PERMANENT PART TIME, PART-TIME EMPLOYEES

Section 1. Permanent Full-Time Employee An employee who normally works a regular forty (40) hour week.

Section 2. Permanent Part-Time An employee who normally works at least twenty (20) hours is entitled to all benefits equivalent to time spent on duties.

ARTICLE 7: SENIORITY

An employee shall acquire seniority after completion of his or her probationary period, which shall be six (6) calendar months, at which time seniority shall be retroactive to the first day of his or her employment. An employee who has a break in service and is rehired shall have his or her previous seniority bridged.

Section 1. Cumulation Seniority shall accumulate during absence because of illness; injury, vacation or other authorized leave or layoff. Seniority shall apply for all cases of transfer, work assignment, and layoff.

Section 2. 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 3. Vacancies All vacancies shall be filled (if they are to be filled) on the basis of Seniority from the present work force if qualified. Notice of vacancies shall be posted for a minimum of seven (7) days on appropriate bulletin boards. No employee who is absent because of illness or injury, or who is on vacation, shall be deprived of the opportunity to apply for any vacancy. Whenever a promotion is made in accordance with the provisions of this section the name of the applicant appointed shall be posted on the main bulletin board within three (3) days of the appointment.

Employee selected for promotion shall be subject to sixty (60) day trial period. If either the Employer/ Employee determines during the trial period that the promoted employee cannot perform the job on an adequate basis, then the employee will return to their former position. The Employer's determination shall not be arbitrary or capricious. Any dispute hereunder shall be subject to the provisions of Article 19.

Section 4. Promotion Employees who are promoted to a higher graded position shall be placed in a step in the new grade such that he or she receive at least a twenty-five (\$.25) cent per hour increase in pay.

ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 1. Work Week The regular full-time workweek shall consist of five (5) workdays, Monday through Saturday (8:30 A.M. - 5:30 P.M.). The evening shift hours are 12:00 P.M. to 9:00 P.M. All employees will be scheduled one night per week and every third Saturday.

Work schedules for the Business Manager, Secretary, Literacy Coordinator, and the Outreach Community Liaison include five (5) consecutive workdays, - Monday through Friday (8:30 A.M. to 5:30 P.M.). Night hours for these positions shall be mutually agreed upon between the employee and the Library Director.

The hours for custodians shall be 5:30 A.M. to 11:00 P.M. For those employees who work on Saturday, a day off during that week shall be allowed as scheduled.

Any changes to an employee's schedule unless mutually agreed upon shall be posted thirty (30) days in advance.

Section 2. Breaks Employees shall receive one 20-minute paid coffee break per every 4 hours each day. For six-hour shifts, an employee shall receive one half hour paid break. Employees who work eight (8) hours or shifts shall receive two (2) paid coffee breaks each day, no more than twenty minutes each, as well as an unpaid lunch break.

Breaks should occur according to the following schedule. Exceptions may be made if agreeable to both the employee and the department supervisor.

- Morning breaks should be taken between 9:30 A.M. and 11:00 A.M.
- Lunch breaks should be taken between 11:30 A.M. and 2:00 P.M.
- Afternoon breaks should be taken between 2:30 p.m. and 4:00 P.M.

A minimum of two (2) persons each shall be scheduled at all times on both the Main Desk and the Reference Department.

Section 3. Overtime All time paid in excess of eight (8) hours in any one day, or forty (40) hours in any one week shall be considered overtime. Employees shall have the option of choosing payment at time and one-half rate, or compensatory time off at the rate of time and one-half, for all overtime. This section

does not apply to employees whose regular work hours exceed eight (8) hours per day. An overtime rate shall apply to the full-time custodial employees who are called back to work. Any custodian who agrees to return shall receive a minimum of three (3) hours at time and one-half.

Section 4. Sunday Rate of Pay All work performed on Saturday will be set at a regular rate. For Sunday schedule the rate of pay will be equivalent to the Library Assistant Step IV Rate at time and one-half or will be paid at time and one-half times the employee's current rate of pay which ever is greater. All permanent employees shall have first option of working on Sunday. Changes to the Sunday rate of pay will be explored now for anticipated changes to the next negotiated contract.

Section 5. Relief in Higher Classification Any employee/member assigned to work in a higher classification within or outside the bargaining unit must be assigned on a weekly basis (to include weeks in which a holiday falls) by the Director or his/her designee and shall receive the rate of pay in the step in the higher graded position which provides the employee with a increase of at least \$25.00 on the salary scale for the entire week.

Section 6. Shift Differential:

A shift differential of 10% will be paid to members of the Bargaining Unit for hours worked between 5 pm and 9 pm.

ARTICLE 9: WAGES

Section 1 Salary Schedule The City agrees that the step raise schedule is a part of the contract. Step raises shall be six (6) months apart from the date of hire or advancement.

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
Division Head		\$ 682.50	\$ 713.23	\$ 744.70	\$ 776.09	\$ 808.03
Head Custodian		\$ 682.50	\$ 713.23	\$ 744.70	\$ 776.09	\$ 808.03
Literacy Coordinator		\$ 682.50	\$ 713.23	\$ 744.70	\$ 776.09	\$ 808.03
Library Assistant		\$ 608.30	\$ 638.46	\$ 668.64	\$ 696.52	\$ 725.54
Bookkeeper		\$ 608.30	\$ 638.46	\$ 668.64	\$ 696.52	\$ 725.54
Secretary		\$ 608.30	\$ 638.46	\$ 668.64	\$ 696.52	\$ 725.54
Outreach Community Liaison		\$ 608.30	\$ 638.46	\$ 668.64	\$ 696.52	\$ 725.54
Sr. Custodian		\$ 608.30	\$ 638.46	\$ 668.64	\$ 696.52	\$ 725.54
Library Tech Asst.		\$ 544.28	\$ 560.30	\$ 576.32	\$ 592.34	\$ 608.30
Library Clerk		\$ 496.26	\$ 512.29	\$ 528.26	\$ 544.28	\$ 560.30
Jr. Custodian		\$ 496.26	\$ 512.29	\$ 528.26	\$ 544.28	\$ 560.30

Section 2. Longevity Any employee who has completed five (5) years of service shall receive as additional pay \$1,000.00 (one thousand dollars) in each fiscal year. Each employee who has completed ten (10) years of service, but less than fifteen (15) years of service shall receive one thousand and fifty (\$1,050.00) dollars additional pay in each fiscal year. Each employee who has completed fifteen (15) years

of service but less than twenty (20) years of service shall receive one thousand one hundred (\$1,100.00) dollars additional in each fiscal year. Each employee who has completed twenty (20) years of service shall receive one thousand one hundred fifty (\$1,150.00) dollars additional pay in each fiscal year. Each employee who has completed twenty-five (25) years of service shall receive one thousand four hundred dollars (\$1,400.00) additional compensation in each fiscal year.

Longevity shall be defined as length of continuous service with the City of Haverhill in any capacity. An employee with a break in service who is rehired shall have his or her previous longevity bridged. Longevity shall apply to longevity payments and vacation accrual. Pro rated longevity amounts shall be paid to part-time employees. Longevity payments shall be by separate checks in the month of November.

Section 3. Professional Development Allowance Effective January 1, 2011 all employees who are members as of January 1, shall receive three hundred and fifty dollars (\$350.00) per year. This allowance shall be pro-rated for part-time employees according to hours worked. (20-hour employees shall receive \$175.00).

ARTICLE 10: HOLIDAYS

Section 1. Holidays The following shall be recognized as paid Holidays and all full-time employees shall be paid eight (8) hour straight time pay therefore (part-time employees are prorated):: 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. In lieu of working the day after Thanksgiving, those employees scheduled to work are entitled to an additional day, which is determined by past practice.

Section 2 - Personal Day All employees shall be entitled to four (4) 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 four (4) Personal Days. During the first six (6) months of employment, the Department Head may grant a Personal Day on an emergency basis.

Section 2A. 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 11: 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 Schedules Requests for vacation will be granted on a first-come first serve basis. Vacation requests are restricted as follows:

- Between January 1 and March 30, employees may submit requests for no more than two (2) weeks of leave to occur during "peak" times (see definition below).
- After March 30, employees may request additional "peak" time vacation as available.
- Peak time is defined as follows:

- Haverhill school vacation weeks (excluding summer vacation)
- All the weeks of July and August
- The week of Thanksgiving
- The week of Christmas
- Should two (2) employees simultaneously request the same time off, the employee with the seniority will prevail. (Seniority in job classification/department)
- The Library Director for special circumstances may grant exceptions to the above policy.
- This policy shall apply to all employees of the Haverhill Public Library.

Vacation time shall accrue to actual hours worked.

Section 3. Vacation Time for Permanent Full-time and Part-time Employees New employees may use their vacation time after their satisfactory six (6) month review. All employees, and those hired after April 1, who have been in the service of the municipality for a period of six months or one hundred eighty (180) days shall be granted a 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 three (3) to five (5) years completed shall be granted three (3) calendar weeks of vacation leave with pay in each vacation year. Any employee who has six (6) to twenty (20) years of employment shall be granted four (4) weeks of vacation leave with pay in each vacation year. All time is pro-rated for part-time employees.

The Director shall approve all vacation time, which shall not be unreasonably withheld. Vacation time shall be granted during the vacation year as will best serve the public interest. Vacation time shall be used in the calendar year in which it is earned. Under certain circumstances, employees may request permission to carry over vacation credits based on unusual needs or conditions. The approval of the Library Director and the Mayor is necessary.

Section 4 Vacation Time for Master Degree Employees. Division Heads and employees with a Masters Degree in Library Science shall receive four (4) weeks vacation in the first year of employment. This time shall be pro-rated if the employee is hired after the start of the current calendar year.

The Director shall approve all vacation time, which shall not be unreasonably withheld. Vacation time shall be granted during the vacation year as will best serve the public interest. Vacation time shall be used in the calendar year in which it is earned. Under certain circumstances employees may request permission to carry over vacation credits based on unusual needs or conditions. The approval of the Library Director and the Mayor is necessary.

Section 5. Payment in Case of Death of Employee Upon the death of an eligible employee, payment of vacation leave, unused accumulated sick 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 therefore.

Section 6. 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 Vacation Leave, Article 11, Section 2.

Section 7. 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 8. 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 12: SICK AND BEREAVEMENT LEAVE

Section 1. Number of Days Allowed All employees shall be credited with sick leave with pay not to exceed fifteen (15) working days for each year of service (pro-rated for part-time employees), 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.

Section 3. When Sick Leave Credit Begins Sick leave credit for full-time and permanent part-time employees working twenty (20) hours or more shall begin on the first day of the month following employment, and shall accumulate at the rate of one and one quarter (1&1/4) day per month each calendar month thereafter. Full time and permanent part-time employees who are absent without pay and/or on leave without pay for more than one (1) day in any calendar month shall not receive sick leave credit for that month unless otherwise approved by the Mayor.

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

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

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

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

Section 7. Absence Due to Sickness When an employee is absent because of sickness, such absence shall be charged off against any accumulated sick leave credits in multiples of one-half (1/2) hour, but 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 completed by the employee (for the illness in question). Such medical release form shall be completed by the employee and returned to the Department Head within a two (2) week period. If such notification is not given, the employee's absence may be applied as absence or leave without pay at the discretion of the department head.

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

Section 10. Sick Leave Accumulation for Retirees Any employee in this unit shall be paid compensation equal to forty percent (40%) of any accumulated sick leave upon retirement for sick leave accumulated to July 1, 1977. Application for these benefits must be made at the time retirement papers are filed. Should an employee die prior to receiving this benefit, the employee's survivors are entitled to receive it.

Section 11. Sick Leave Coinciding with Holidays A full or part-time employee shall be entitled to holiday pay as designated in Article 10, even if said employee is on authorized leave due to sickness, injury, or

otherwise, at the time said holiday occurs.

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

Section 13. 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 14. 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 calendar 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 Director/Department Head. Bereavement leave, family sick leave and/or personal leave days shall not be considered as absences in applying this provision.

Section 15. 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 16. Furlough Days: FY 2010 - The City agrees to cancel the furlough day scheduled for Friday, May 28, 2010. Reimburse the member for one (1) day's pay of a previously served Furlough Day. The amount will be paid by check by June 30, 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.

No furlough days to be implemented in FY'2011.

ARTICLE 13: JURY DUTY AND MILITARY RESERVE

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

ARTICLE 14: DEATH BENEFITS

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

ARTICLE 15: 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.

Employees may participate in the City's Canadian Prescription Drug Program.

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

ARTICLE 16: NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

ARTICLE 17: NO STRIKE OR LOCKOUT

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

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

ARTICLE 18: 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 19: GRIEVANCE PROCEDURE

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

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

Step 2. If no satisfactory agreement is reached at Step 1, the matter may be appealed in writing within five (5) days to the Library Director who shall discuss the matter with the employee and will give a response in writing within five (5) days. A copy of the response will be forwarded to the Union.

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

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

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

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

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

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

ARTICLE 20: DISCIPLINE AND DISCHARGE

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

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

ARTICLE 21: EDUCATION

Up to three (3) hours of release time per week during the school semester is permitted for courses related to the acquisition of the Master's Degree in Library Science subject to the approval of the Library Director. The employee must have six (6) continuous months of service and serve for at least one (1) year after the completion of the course. The course must offer classroom instruction at an accredited educational institution including distance or on-line classes. Requests for approval of courses must be made prior to enrollment and will be acted upon within one (1) week. Employees must pass the course with a grade of "B" or better.

Section 1: Professional Activities: Reasonable time off with pay shall be granted to employees for the purpose of attending professional or education meetings subject to the demands of the department and the approval of the Library Director.

ARTICLE 22: JOB DESCRIPTIONS

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

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

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

ARTICLE 23: JOB SECURITY

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

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

ARTICLE 24: SAFETY AND HEALTH

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

ARTICLE 25: UNSCHEDULED CLOSINGS OF THE LIBRARY

In the event of unscheduled closings, employees currently working or scheduled to work during hours closed shall receive pay for hours missed. Employees on vacation, sick leave, or day-off shall not be entitled to compensatory time off.

ARTICLE 26: FLEX TIME

If acceptable, employees may request to work flexible hours. The approval will be at discretion of the Library Director.

ARTICLE 27: SEVERABILITY

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

ARTICLE 28: NEW TECHNOLOGY

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

ARTICLE 29: DEPENDENT CARE ASSISTANCE PLAN

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

ARTICLE 30: POSITION RECLASSIFICATION

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

ARTICLE 31: DURATION CLAUSE

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

ARTICLE 32: TERMINATION

This agreement shall take effect on July 1, 2010 shall remain in full force through June 30, 2012. Any and all changes effective July 1, 2010 shall be retroactive.

It is further agreed between the City of Haverhill and the 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 effect until such time as a new contract is agreed upon.

EXECUTED THIS _____ DAY OF _____

APPROVED AS TO FORM:

CITY OF HAVERHILL

City Solicitor

By its Mayor

Edward Adley
Business Agent
Teamsters Local #170