

AGREEMENT

**BETWEEN THE CITY OF HAVERHILL
AND**

**THE WASTEWATER TREATMENT PLANT GROUP
(NEW ENGLAND WATER RESOURCE PROFESSIONALS)**

JULY 1, 2005 – JUNE 30, 2008

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A G R E E M E N T
WASTE WATER TREATMENT PLANT

THIS AGREEMENT made and entered into on this ____ day of _____ 20____ by and between the City of Haverhill, Massachusetts, referred to as the **"THE CITY"** and **NEW ENGLAND WATER RESOURCE PROFESSIONALS – Local 939 AFSCME Council 93 AFL-CIO** hereinafter referred to as the **"UNION"** agree to be bound by the terms and provisions of this agreement.

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 condition of employment, and to provide for amicable discussion and adjustments of matters of mutual interest and concern; therefore in consideration of mutual promises and agreement herein contained the parties mutually agree as follows:

ARTICLE I: RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for hours, wages and conditions of employment for the following job classifications: Wastewater Treatment Electrician /Instrumentation /Mechanic, Senior Wastewater Treatment Plant Operator, Wastewater Treatment Plant Operator, Wastewater Treatment Plant Operator Trainee, Lab Technician, Maintenance Mechanic, Mobil Equipment Operator, Wastewater Treatment Plant Storekeeper, Maintenance Mechanic Helper, Senior Collection Operator, Collection Operator, Collection Operator/CB Cleaner and Wastewater Treatment Plant MEO-Custodian/Laborer. Any newly created positions will be bargained with the Union. To be excluded from recognition will be all temporary, intermittent or part time employees. If agreement is not reached, a unit classification will be submitted to the State Labor Board for resolution.

ARTICLE II: UNION DUES AND AGENCY SERVICE FEE

Section 1. 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 2. (1) 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 an employee as regards such matters.

(2) 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 regard 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 pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(3) In accordance with the policy set forth under subparagraphs (1) & (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 payment shall commence thirty-one (31) days following the effective date of execution of this Agreement, whichever is the later.

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

The Union Dues and Agency Fees shall not commence until completion of the initial probationary period. The probationary period will be six (6) months.

ARTICLE III: UNION BUSINESS

Authorized Agents of the Union shall have access to the premises where employees covered by the 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 ten (10) 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.

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 lost time.

The Union shall have the right to designate a Shop Steward and an Alternate. The designated Union Officer with 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 Superintendent/Engineer, for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the Superintendent or his designated representative without deduction from his/her pay for the time lost for such purpose. Union Officers and Shop Stewards shall have no authority to take strike action, or any other action interrupting the City's business. The City recognizing these limitations upon the authority of the Union Officers and Shop Steward and shall not hold the Union liable for any unauthorized acts.

ARTICLE IV: SENIORITY AND PROMOTION

Section 1. **DEFINITION:** Seniority shall be defined as the length of service with the Wastewater Division. 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) month appointment at the effective date of this Agreement, shall be given a permanent appointment immediately for the Civil Service List in their department. However, in the cases where there was not a Civil Service List, those employees hired to fill those positions not covered by the existing list shall also become permanent at the end of six (6) calendar months of employment.

Section 2. **CUMULATION:** Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave or layoff.

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

Section 4. **POSTING SENIORITY LIST:** A seniority list of all employees covered by this Agreement showing name, position and date of entering service will be posted promptly on appropriate bulletin boards, accessible to all employees affected. The Seniority list will be revised and posted in March of each year and will be open to protest and correction for a period of thirty (30) days and upon proof of error presented by an employee or his/her representative, such error will be corrected.

Section 5. **VACANCIES:** All vacancies shall be filled on the basis of seniority and qualifications from the present work force. In the event there is a dispute or protest over the contemplated filling of a vacancy by a

person, a suitable test shall be given to determine who is best qualified. This test will be kept confidential; however, test results will be made available to Union Officials at their request. 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 sign his/her name to the notice. No employee who is absent because of sickness or injury or who is on vacation shall be deprived the opportunity to sign his/her name to the notice. Whenever an appointment is made in accordance with the provisions of this section, to fill a promotion vacancy, the name of the applicant appointed shall be posted on all bulletin boards used for vacancy announcement purposes, within three (3) working days after the appointment.

Section 6. CITY JOBS: All City jobs when posted shall be posted at the Wastewater Treatment Plant.

ARTICLE V: HOURS OF WORK & OVERTIME

Section 1. THE WORK WEEK: The regular workweek shall be five (5) consecutive days, Monday through Friday inclusive. (See exception Sec. 10 & 11). A definite reporting time covering all regular employees shall be established by the Superintendent and a copy of same shall be furnished to the Union. Maintenance employees in order of their seniority within job classification shall have the right to select their reporting time from the work schedule established by the Superintendent.

All employees shall be allowed a twenty (20) minute lunch period to be taken between the fourth and sixth hour. There shall be one (1) coffee break per shift of twenty (20) minutes, during the first half of each shift at 9:00 AM. Senior Operator and Operator shall be allowed time to eat lunch, however, it shall not necessarily be between the fourth and sixth hours. Any employee required to work through his or her lunch period shall be paid for this time worked and not required to take time off to compensate; such requirement must be approved by the Superintendent or his/her designee.

Section 1(a). The collection system personnel will work Monday through Friday from 7:00 a.m. to 3:00 p.m. There will be twenty minutes allotted for a lunch break. The current policy of taking one afternoon fifteen- (15) minute coffee break will be forfeited. The union reserves the right to propose a different work schedule during the life of this agreement. The city agrees to consider such proposed changes and to consider putting them into effect providing the changes are mutually agreed upon.

Section 2. SHIFT DIFFERENTIAL: There shall be three (3) shifts in those classifications necessary to maintain efficient operation of the plant. All employees who, whenever they work the 2nd, 3rd and weekend shifts or hours within these shifts will be paid an additional 10% per hour. With the exception of the maintenance and collection employees, who must work the minimum call-in hours before the 10% is added to their pay. They must work two (2) hours for weekdays 3:00 p.m.-7:00 a.m. and four (4) hours for weekends 3:00 p.m. Friday-11:00 p.m. Sunday.

Operations

7:00 a.m. to 3:00 p.m.	Straight time
3:00 p.m. to 11:00 p.m.	10%
11:00 p.m. to 7:00 a.m.	10%

Employees working 7:00 a.m. to 3:00 p.m. shift on Saturday and Sunday shall receive a differential of 10%.

Maintenance

7:00 a.m. to 3:00 p.m.	Straight time
3:00 p.m. to 11:00 p.m.	10%
11:00 p.m. to 7:00 a.m.	10%

Section 3. CALL-BACK / LAY-OFF: An employee called back to work before his/her regular-scheduled reporting time shall not be required to take time off to compensate therefore, unless mutually agreed between the employee and the Superintendent/Engineer. If mutually agreed the employee will be paid straight time. An employee reporting to work at his/her regular scheduled report time shall be guaranteed an eight (8) hour work

day, unless an Act of God prevents work. If 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 an 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 a lay-off the most junior employee, within job classification, shall be laid off and rehiring shall be in the inverse order of seniority' within job classification, if qualified to perform the work required.

Section 4. OVERTIME: All time worked in excess of eight (8) hours in any one shift or forty (40) hours in any one week shall be paid for at the time and one half rate. A shift is any eight (8) or twelve-(12) hour scheduled tour of duty.

Section 4 (b): The senior operator's work week currently paid at 32 hours regular and 8 hours overtime shall now be paid as 40 hours regular and 2.67 hours overtime.

Section 5. CALL-IN: Any employee called back to work after having completed his/her assigned shift and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of two- (2) hours' pay at the rate of time and one-half. Any employee called in for emergency work outside his/her working schedule shall be guaranteed two (2) hours pay at the applicable rate. Those employees who are at work early, and before their schedule starting time, and who are asked to work, will receive a minimum of one (1) hour pay at the overtime rate.

Section 5(a). When the Superintendent is unable to fill a vacancy, or in an emergency and all available employees refuse to work then the Superintendent shall assign the most junior employee in that classification affected, that is qualified to perform the work required.

Section 6. OUT OF CLASSIFICATION: Any employee working in a higher pay classification within the bargaining unit, for more than two (2) hours during the shift shall receive the higher rate of pay that is at least twenty-five (\$0.25) higher for the entire shift. Operators with grade VI or VII license shall be paid at the top step Senior Operator's scale when replacing Senior Operator. A Collection Operator with a grade III or IV license shall be paid at the top step Senior Collection Operator's scale when replacing a Senior Collection Operator.

Section 6(a). Those Collection System Operators who have a grade III or IV Collection System Licenses will be paid at the top Senior Collection System Operator pay scale when replacing the Senior Collection System Operator during the Senior Collection System Operator's absence of two (2) hours or more. Absence is defined as time off the WWTP Time Clock during the Senior Collection Operator's normal shift.

Section 6 (b). The following employees working in a Management classification (Senior Operator for Facility Manager, Senior Collection Operator for Collection System Supervisor, Laboratory Technician for Pre-Treatment Coordinator and Mechanic for Head Mechanic) for the majority of a shift while his/her superior is off duty or unavailable for their job at the Wastewater Treatment Plant shall have an additional 20% added to their base rate of pay. No employee will be allowed to work overtime out-of-classification for a management employee. During a normal workday established guideline will be used as a model for out of classification requirements. A set of guidelines will be created by the City and agreed to by the Union for each management position.

Section 7. WEEK-END CALL-IN: Those employees whose normal work week is Monday through Friday who work on Saturday and Sunday or on a sixth (6th) report shall be paid for at the overtime rate and a minimum pay of four (4) hours shall be guaranteed, however, he/she may be required to remain on the job for the four (4) hours. All time worked on the seventh (7th) consecutive work day in a payroll period shall be paid at double time rate.

Section 7(a). Maintenance mechanics, Collection Operators and Senior Collection Operators who are called in for emergency work between Friday at 3:00 p.m. and 11:00 on Sunday shall be paid the overtime rate and a minimum pay of four (4) hours shall be guaranteed.

Section 8. EMERGENCY SNOW REMOVAL: At any time during an emergency or snow removal that additional help is required by any division in the Department of Public Works, employees in the Department of Public Works who are available and qualified to perform the work required shall be put to work before any outside help is hired. All snow plowing and removal work on Wastewater Treatment Plant grounds shall be done by Maintenance Department employees except that operators shall clear access roads when necessary and clean their own equipment i.e., bridges, tanks, etc.

Section 9. ROTATING SHIFTS/STAFFING: Senior Operators and Plant Operators shall work a seven (7) day schedule on an alternate or rotating basis as follows:

Section 9 (a). The rotating shift as submitted requires the operational personnel to work two (2) twelve-hour shifts on Saturday and Sunday (7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.). All shifts will have at least two (2) Operators on shift with the correct license at all times. With the following exception: the 11:00 p.m. to 7:00 a.m. shift Monday through Friday, the 7:00 p.m. to 7:00 a.m. shift Saturday and Sunday and the 11:00a.m. to 7:00 p.m. shift Saturday and Sunday, which shall be staffed by at least one Grade VI Senior Operator. If a Senior Operator is unavailable due to vacation, personal day, sick day or extended sick leave, then a Grade VI Operator may work the shift. Four (4) hours overtime will be scheduled for all Saturday and Sundays from 7:00am-11:00am. This overtime is to be divided equally between the W.W.T.P. Operators.

A licensed Treatment Plant Operator shall carry a pager and shall be considered "on-call" during all hours that a shift is staffed with (only) one Senior Operator / Acting Senior Operator for the purpose of his/her assistance. Available Operators will alternate their on-call tour weekly and will receive eight (8) hours additional pay at the applicable rate for each week of on-call service.

If the on-call Operator is unable to work his/her scheduled shift due to sickness or shift switch, he/she is thereby considered unavailable for the on-call service for the entire day and the on-call compensation shall be adjusted as follows: One hour reduction for each day; Monday through Friday. Two hours reduction for each day; Saturday and Sunday. The total reduction shall not exceed the eight- (8) hour's on-call compensation.

The Operator / Senior Operator who assumes the vacant shift and /or on-call status will receive one (1) hour additional compensation at the applicable rate for each day; Monday through Friday and two (2) hours additional compensation for each day Saturday and Sunday. Senior Operators, at the scheduled on-call Operator's request, may fill in as an on-call Operator. If the Operator / Senior Operator fills in for the on-call operator for the entire week he/she will receive a maximum of eight (8) hours additional compensation for that week.

Section 9 (b). The Union reserves the right to propose a different work schedule during the life of this Agreement. The employer agrees to consider such proposed changes and to consider putting them into effect, as long as the schedule accommodates the needs of the department and will not result in additional cost to the employer.

In the event that permanent operational shifts are established, then lateral bidding shall be allowed between the permanent shifts on the basis of seniority. (Senior most: Senior Operator & Shift Operator.)

Section 9 (c). For all times that the Superintendent/Engineer or his representative authorizes overtime, regardless of who is on shift and regardless if process is on going, the person (s), not working that day, (hereafter referred to as off duty), who is in the job classification vacant will be called first and offered the overtime. If the person(s) off, in the job classification vacant, is not home or refuses the overtime then all other Operators, off duty who are qualified to perform the job will be called in order of least amount of overtime. If no off duty Operator is available to work then the person in the vacant job classification on shift will be given the option to work the first half of the vacant shift and the person in the vacant job classification coming on shift will be given the same option. If the person(s) on shift in the vacant job classification refuses the overtime, all others on shift that are qualified to perform the job duties, following the low overtime procedure, will be given the option of working half of the shift. If no one in a higher or lower classification is willing to work half of the shift, then the person currently working in the vacant job classification will be required to work.

If an off duty Operator, is not home and a message is left with either a family member or an answering machine,

and it is at least two (2) hours prior to the start of the shift, the Operator will be allowed ten (10) minutes to respond. If the off duty Operator has more than one telephone number listed in the main control room, call both numbers and wait ten (10) minutes before proceeding to the next off duty Operator. These telephone numbers can only be for private residence or beepers, not for places of business. If it is two (2) hours or less prior to the start of the shift, then there will be no waiting period.

If an Operator calls in sick on the 11-7 shift on Friday and overtime is authorized; the shift will be split by the procedure described above.

If a person is sick on a twelve (12) hour weekend shift and overtime is authorized, then the first off duty Operator contacted, qualified to fill this vacancy, will be required to work the shift. Operators in the vacant job classification will be called first. If the first person contacted does not wish to work the vacant shift, the Senior Operator on duty will attempt to contact other off duty personnel, in the vacant job classification first, then Operators qualified to fill the Vacancy. If no other Operator can be found who is willing to work the vacant shift then the first person contacted MUST work the shift.

1. Employees will not work over twelve (12) continuous hours except where an emergency condition exists and all overtime procedures have been followed.
2. The fiscal year ends June 30th, and all overtime is reset on July 1st of each year. From July 1st until an overtime list is posted, the senior most Operator in each job classification who is off duty will be given the first choice of the overtime.
3. If part of the shift is to be filled with overtime, then off duty Operators will be given the option of working the overtime before anyone is called in early for the shift. This does not effect the long standing policy of an Operator staying over to assist in changing of chlorine containers or an Operator Staying over two (2) hours or less to cover the shift.
4. An Operator on vacation who wishes to be considered for overtime must notify the Chief Operator in writing. The Facility Manager will post a notice to the effect that an on vacation Operator is off duty as far as it effects overtime except for the shift that he/she is normally assigned.

SECTION 9(d) AWARDING OF UNSCHEDULED OVERTIME: For all times that the Superintendent/Engineer or his/her representative authorizes overtime, as set fourth in the provisions in Article V, Section 4 of the Union Contract, relating to filling of shift vacancies for extended illness, personal days or vacation requests. The person(s) who is off duty on the day requested, who is within job classification, is qualified to perform the work, and who has the least amount of overtime on the date that request form is posted in the control room shall be considered "eligible" and be allowed the option of first refusal to cover the vacant shift. The original request form will be used to indicate acceptance or refusal by the eligible person(s) in order of lowest overtime by initialing the form in the space provided.

If the eligible person with the lowest overtime decides to give up his option of first refusal and not work the vacancy, he/she will initial the original request form in the space provided, and will have the corresponding hours changed to his total overtime accumulated as "overtime refused". The remaining order of eligibility to fill the vacant shift will be as follows, and each succeeding person(s) will be given the same option and will follow the same procedure described herein:

1. The person(s) who is off duty on the day requested who is within job classification and qualified to perform the work and who has the next lowest overtime.
2. The person(s) who is off duty on the day requested and qualified to perform the work and who has the lowest overtime.
3. The person(s) who is off duty on the day requested and qualified to perform the work and has the next

lowest overtime.

4. The person(s) who are on duty on the shifts before and after on the day requested and qualified to perform the work and have the lowest overtime.
5. The person(s) who is assigned to work the vacant shift following this procedure shall have the corresponding overtime hours added to his/her total accumulated on the next weekly hours worked sheet.
6. No Operator/Sr. Operator shall be excluded from the eligibility procedure solely due to his/her being off duty when request for filling vacancy is posted under provisions of this Article.
7. If an employee calls in sick on the awarded overtime day, then the hours will be counted as overtime refused.

Section 10. FILLING SHIFT VACANCIES: The Operators assigned to the 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts while Senior Operators are scheduled for the 11:00 p.m. to 7:00 a.m. and 7:00 p.m. to 7:00 a.m. shifts can be moved as follows: to fill in for Senior Operators and Operators on vacation, personal days, or extended illness. Overtime will be paid for all hours that cannot be scheduled using available Operators as stated herein. Operators whose work schedule is changed to fill in as stated above will be given: seventy-two (72) hours notice for one (1) to two (2) days of change and one (1) week notice for three (3) or more days of change. Article V, Section 10(a) will prevail regarding staffing of all shifts. Management will receive one day's notice above that required by the operators for all vacation, personal or holiday option day off requests.

Section 10(a). The Senior Relief Operator shall be considered as a Senior Operator when unscheduled overtime is available. Also the Senior Relief Operator will not have his/her shift, (7:00 a.m. to 3:00 p.m. Sunday through Saturday inclusive), changed to relieve a Senior Operator when there is a grade six (6) Operator and another Operator on shift.

Section 11. TARDINESS: If an employee is late more than three (3) times in one month period said individual will be suspended for one (1) day. First tardiness, verbal warning; second tardiness; written warning; third tardiness; one day suspension. If tardiness continues after the above step more stringent disciplinary action will be taken against the employee.

Section 12. STAND-BY: Collection System Operators shall be on stand-by on alternate weeks and shall be paid eight (8) hours at the Senior Collection Operator rate for those weeks they are on stand-by in addition to those hours worked on emergency call-in.

Section 13. SEWER CALL ASSISTANCE: WWTP Operators will be required to assist the Collection System Operators on sewer calls on all weekend and holiday shifts, and between the hours 3:00 p.m. - 7:00 a.m. Monday through Friday. Those WWTP Operators on duty assisting the Collection System Operator on sewer call shall receive half time including differential in addition to their straight time hourly rate of pay for all work performed on sewer calls during the aforementioned hours, and they will be guaranteed the same two (2) and four (4)-hours reporting pay as the Collection System Operators.

When a WWTP Operator is unable to assist on a sewer call, the following sewer call assist call-in procedure will be followed. Collection system personnel will be the first group of employees to be called. The second group will be WWTP Operators. All other employees at the WWTP. Refer to Article V, Section 10(c) as to the order of call-ins with in each group.

None of the above shall be construed to mean that an Operator would be deprived of his/her time and one-half after eight (8) hours per day, or forty (40) hours per week.

Section 14. CITY TIME CLOCK POLICY: All employees are required to punch in and out during their normal working hours, as well as on an overtime basis. Any employee who fails to punch in or out during one fiscal year will receive: 1st offense Verbal warning; 2nd offense Verbal warning; 3rd offense 1st written notice; 4th offense 2nd written notice; 5th offense one (1) day suspension. Subsequent offenses will result in more stringent

offense 2nd written notice; 5th offense one (1) day suspension. Subsequent offenses will result in more stringent disciplinary action. A fiscal year is defined as a year starting July 1st and ending June 30th of any year.

ARTICLE VI: WAGES & CLASSIFICATION

Wages and classification for employees of the Wastewater Treatment Plant shall be increased as follows and the steps shall be six (6) months apart from the date of hire or advancement.

Effective July 1, 2005	1.5%	1st	2nd	3rd	4th	5th
WWTP Electrician		\$18.81	\$20.02	\$21.23	\$22.14	\$23.18
Senior WWTP Operator		\$18.81	\$20.02	\$21.23	\$22.14	\$23.18
Senior Maintenance Mechanic		\$18.81	\$20.02	\$21.23	\$22.14	\$23.18
WWTP Operator		\$16.07	\$16.99	\$17.93	\$18.63	\$19.63
WWTP Operator-Trainee		\$12.87	\$13.34	\$14.20	\$15.18	
Lab Technician		\$16.07	\$16.99	\$17.93	\$18.63	\$19.63
Maintenance Mechanic		\$16.48	\$17.54	\$18.62	\$19.63	
Mobil Equipment Operator		\$12.66	\$13.24	\$13.70	\$14.71	
WWTP Storekeeper		\$15.80	\$16.31	\$16.78	\$17.78	
Maintenance Mechanic Helper		\$14.48	\$15.33	\$16.31	\$17.31	
Senior Collection Operator*		\$17.93	\$19.07	\$20.22	\$21.08	\$22.08
Collection Operator		\$16.07	\$16.99	\$17.93	\$18.63	\$19.63
Collection Operator/C.B. Cleaner		\$16.07	\$16.99	\$17.93	\$18.63	\$19.63
WWTP MEO-Cust./Laborer		\$12.66	\$13.24	\$13.70	\$14.71	
EFFECTIVE 7/1/2006	2.5%	Step 1	Step 2	Step 3	Step 4	Step 5
WWTP Electrician		\$19.28	\$20.52	\$21.76	\$22.70	\$23.76
Senior WWTP Operator		\$19.28	\$20.52	\$21.76	\$22.70	\$23.76
Senior Maintenance Mechanic		\$19.28	\$20.52	\$21.76	\$22.70	\$23.76
WWTP Operator		\$16.47	\$17.41	\$18.38	\$19.10	\$20.12
WWTP Operator-Trainee		\$13.19	\$13.67	\$14.55	\$15.56	
Lab Technician		\$16.47	\$17.41	\$18.38	\$19.10	\$20.12
Maintenance Mechanic		\$16.89	\$17.98	\$19.08	\$20.12	
Mobil Equipment Operator		\$12.98	\$13.57	\$14.04	\$15.08	
WWTP Storekeeper		\$16.19	\$16.72	\$17.20	\$18.23	
Maintenance Mechanic Helper		\$14.84	\$15.71	\$16.72	\$17.75	
Senior Collection Operator*		\$18.38	\$19.55	\$20.72	\$21.60	\$22.63
Collection Operator		\$16.47	\$17.41	\$18.38	\$19.10	\$20.12
Collection Operator/C.B. Cleaner		\$16.47	\$17.41	\$18.38	\$19.10	\$20.12
WWTP MEO-Cust./Laborer		\$12.98	\$13.57	\$14.04	\$15.08	
EFFECTIVE 7/1/2007	2.5%	Step 1	Step 2	Step 3	Step 4	Step 5
WWTP Electrician		\$19.76	\$21.03	\$22.31	\$23.26	\$24.35
Senior WWTP Operator		\$19.76	\$21.03	\$22.31	\$23.26	\$24.35
Senior Maintenance Mechanic		\$19.76	\$21.03	\$22.31	\$23.26	\$24.35
WWTP Operator		\$16.88	\$17.85	\$18.84	\$19.57	\$20.63
WWTP Operator-Trainee		\$13.52	\$14.02	\$14.92	\$15.95	
Lab Technician		\$16.88	\$17.85	\$18.84	\$19.57	\$20.63
Maintenance Mechanic		\$17.31	\$18.43	\$19.56	\$20.63	
Mobil Equipment Operator		\$13.30	\$13.91	\$14.39	\$15.45	
WWTP Storekeeper		\$16.60	\$17.13	\$17.63	\$18.68	
Maintenance Mechanic Helper		\$15.21	\$16.10	\$17.13	\$18.19	
Senior Collection Operator*		\$18.84	\$20.03	\$21.24	\$22.14	\$23.20
Collection Operator		\$16.88	\$17.85	\$18.84	\$19.57	\$20.63
Collection Operator/C.B. Cleaner		\$16.88	\$17.85	\$18.84	\$19.57	\$20.63
WWTP MEO-Cust./Laborer		\$13.30	\$13.91	\$14.39	\$15.45	

* Senior Collection Operators in possession of a Grade IV Collection System License, Hydraulic License, and Commercial Drivers License shall receive the equivalent of the Senior WWTP Operator pay scale.

** Effective 1/1/02: The Laboratory Technician in possession of a Grade IV Operator's license shall be able to proceed to the fifth (5th) step of the pay scale with normal time in grade.

Section 1(a). The agreement also includes a wage/health insurance re-opener in the event that any other City of Haverhill employee group (excluding those in the school department) receives a wage increase greater than wage increases offered to this group, or, a lesser split in health insurance premiums than accepted by this group.

Section 2. **LONGEVITY:** Any employee who has completed five years of service shall receive as additional pay \$1,000.00 in each fiscal year. Each employee who completed ten (10) years of service, but less than fifteen (15) years of service shall receive \$1,050.00 additional in each fiscal year. Each employee who has completed fifteen (15) but less than twenty (20) years of service shall receive \$1,100.00 additional compensation in each fiscal year. Each employee who has completed twenty (20) years of service, but less than twenty-five (25) years of service shall receive \$1,150.00 additional compensation in each fiscal year. Each employee who has completed twenty-five (25) years of service shall receive \$1,400.00 additional compensation in each fiscal year. Longevity compensation to be paid by separate check.

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

Section 3. **CLOTHING ALLOWANCE:** City shall supply and maintain all uniforms for maintenance, operational and laboratory personnel, and in addition pull-over rubber boots and rain gear will be provided for each bargaining employee on a sign out basis. The uniforms, rubber boots and rain gear are City property and must be returned prior to an individual leaving his or her job at the Wastewater Treatment Plant.

Section 3(a). **WINTER CLOTHING:** The City shall provide a winter jacket and coveralls for each employee.

Section 3(b). **BOOT ALLOWANCE:** The City will provide a boot allowance of \$100.00 per fiscal year for operational, maintenance, and laboratory personnel. Receipt of purchase of a pair of boots will be required in order to receive \$100.00 boot allowance. (If said allowance is not used during the fiscal year then said balance will be carried forward until the next fiscal year.)

Section 4. **TOOL ALLOWANCE:** The City will provide a tool allowance of \$350.00 per fiscal year for Maintenance Mechanics, WWTP Electricians, Mechanic Helper, Painter and Collection System Operators. Receipt will be required in order to receive reimbursement. (If said allowance is not used during the fiscal year then said balance will be carried forward until the next year.)

Section 5. **LICENSES & CERTIFICATION:** The City will pay for the following licenses and certificates: CPR Cards, Mass. Wastewater Operator's Certification for operational Personnel; Application fee for grade 4, 6 examination; electrical licenses required; New England Collection System Licenses. In case of operator-in-training, said trainee will receive operator's status retroactive back to the date of his or her passage of the certification examination. The City agrees to pay for all required licenses,

Section 6. **PERFORMANCE EVALUATION AND MERIT BONUS:** Employees of the Wastewater Division will be entitled to a performance evaluation, which will be conducted annually, by the Superintendent/Engineer using the pre-approved format. Individuals who elect to have their performance evaluated will receive a merit bonus of 0% to 3% of their fiscal gross income, and said bonus will be payable in the month of September. Fifteen (15) personal traits will be evaluated for the specified evaluation period and a point system for each trait shall be used as follows: Unsatisfactory, 0 - points; Some deficiencies, 1 - points; Satisfactory, 2 - points; Exceptional, 3 - points; Outstanding, 4 - points. A sixteenth (16th) category will be added to the personal trait column as a

bonus. A mark in this category will add two (2) points to an individual's total. The bonus score will be based on something the individual has done beyond the call of duty. If a formal review of disputed issues is requested concerning an employee's merit evaluation the following procedure will be followed.

Step 1 – Within five (5) working days, the evaluator and the employee will meet again to review the disputed issue(s) indicated. The evaluator and employee signatures and date of the meeting will document the "review session".

Step 2 -At the employee's request, the next level of management will review, discuss and decide the disputed performance issue(s) that remain unresolved in step 1 in the review process.

Employees receiving less than thirty-one (31) points will receive no merit increase in that fiscal year. Employees receiving thirty-one (31) to forty (40) points will receive 1% merit bonus. Employees receiving forty-one (41) to fifty (50) points will receive 2% merit Bonus. Employees receiving fifty-one (51) to sixty (60) points will receive 3% merit bonus.

During July and August each employee will meet with the Superintendent/Engineer for his or her performance evaluation. A self-evaluation form will be requested to be made out by the employee prior to this session. Note: self-evaluation is not mandatory. When evaluating sick time used, seven (7) sick days per calendar year will be considered an acceptable amount. Catastrophic illness will be given special consideration. The evaluation form can only be referred to by the Superintendent or the employee when giving a reference check on an employee.

The evaluation forms and records pertaining to an employee evaluation will be kept in the Superintendent's private file cabinet accessible only to the Superintendent. Employees upon request will receive a copy of the evaluation.

The City will adequately budget the merit Performance Evaluation Bonuses. The City shall provide the Union with the total amount distributed of merit bonuses. Employee's fiscal year earnings will be made available, upon the employee's request, within three (3) working days of their request.

Section 7. COST SAVING AND SHARING PLAN: The Project or Projects will be decided to be done by a committee made up of Wastewater Treatment Plant employees. This committee shall have five (5) members. Three (3) members shall be from the New England Water Resource Professionals, appointed by Executive Board New England Water Resource Professionals and two (2) members shall represent the technical and clerical bargaining unit. This committee shall decide on the policy for each Project. All decisions shall be voted on by the committee and majority vote shall prevail.

All employees will be asked to sign a Project available sign-up sheet. This will officially notify the Committee which employees are available to work on the Project. If an employee doesn't sign the available sign-up sheet then that employee shall not be penalized under Article VIII Section 6, and will not receive their share of the cost savings. The Committee will submit a list of employees who elect to take part in the Cost Sharing Project. The City will utilize those employees with respect to qualifications to perform the work required. The City will be as fair as possible with regards to hours worked by an employee working on the project.

If the Committee votes to accept the Project the Superintendent/Engineer will make the final decision to allow the Project to proceed. The project will be bid in accordance with Municipal, State and Federal regulations. The lowest acceptable bid will be used as the Project Cost. The start of the Project is defined when bids have been received, engineering completed and Project Committee has accepted the Project. When the Project has been completed, per bid specifications; the total cost to complete the project will be subtracted from the bid Project Cost and the remaining will be considered Cost Savings.

The Cost Savings figure will be divided 50% to the City and 50% to the number of Wastewater Division employees who have signed the availability sign-up sheet and this will represent each employees compensation, (Cost Sharing).

Employees who work part time, have been employed for less than a year or discontinue their employment with the Wastewater Treatment Plant may have their share of the Cost Sharing prorated.

This Cost Sharing Plan will be for a one (1) project trial basis. It will then be reviewed by the bargaining group and the Superintendent/Engineer and make changes or discontinue the Cost-sharing Plan. While working overtime on the Committee approved Project employee's job description may be suspended. No employee will be asked to work outside his or her job description during his or her regular scheduled shifts. Employees may be asked to do work pertaining to the Project on their regular scheduled shifts as long as the task is within their job description.

When an employee is working on the Project, on their scheduled time off, and must leave the Project to work on a plant problem or other plant need, their time will not be charged to the Project Cost. Any employee who is on call who wants to work on the Project must find someone to take their calls while they are working on the Project.

ARTICLE VII: HOLIDAYS

Section 1. **LEGAL HOLIDAYS:** The following shall be recognized as paid holidays and all employees shall be paid eight (8) hours straight time pay therefore; New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day, irrespective of the day on which the holiday falls.

Section 2. **WORKING ON HOLIDAYS:** Employees required to work whether or not the individual is scheduled to work the holiday on any of the above named holidays or regular scheduled days off, shall be paid the time and one-half rate in addition to the holiday pay. Any employee required to report to work on any of the above named holidays or regular scheduled days off shall be guaranteed four (4) hours pay at the overtime rate. When a holiday falls on a Saturday an employee may at his discretion accept a sixth (6th) day's pay or a day off with pay.

Section 3. **PERSONAL DAYS:** After six (6) months, all employees shall be entitled to four (4) days off with pay annually for personal reasons. The term "day off" as used in this section shall be construed as one tour of duty, be it an eight (8) hour day tour or a eight (8) hour night tour or a twelve (12) hour tour of duty, as the case may be. If there is a conflict, seniority will decide. The employee must notify the Department Head or his designee a reasonable time in advance. The Department Head or his designee shall not unreasonably withhold personal leave. (72 hours shall be considered reasonable notice.) The City will give an additional Personal Day to be taken the day after Thanksgiving. These employees that are required to work the day after Thanksgiving will have a personal day off at a later date.

Section 4. **HOLIDAY OPTION:** Operational employees will be allowed the option of receiving eight (8) hours pay for each legal holiday or taking a day off within one month after the holiday. Note; an individual will only be allowed this option if no additional expenses is incurred by the City, other than working out of classification. If it is shown that additional funds will be involved then that individual will be given eight (8) hours pay. In addition all Operational personnel must fill out a form specifying their option two weeks prior to the holiday. If this form is not filled out and given to the Facility Manager they will be given eight hours pay.

Section 5. **HOLIDAY CHECK-OFF:** The Superintendent/Engineer of the WWTP may require operational personnel to take off on a holiday, in the same manner as maintenance personnel. If operational employees are required to take the day off on the holiday, then a holiday off rotation will be established by both parties which will provide for equal holiday time off among treatment plant operators. Those operators who request holiday time off, within the established rotation may switch with those who request to work the holiday, provided there is no additional cost to the City.

Section 6. **Effective January 1, 2006 – Eight (8) hours paid personal time for each member of the bargaining unit per year. The employee shall schedule this time such that overtime is not required to fill the shift.**

ARTICLE VIII: 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 entitled to a total of five (5) vacation weeks.

Vacation schedules shall be posted, and each employee shall be allowed to select and hold vacation chosen in accordance to his/her seniority within job position. Vacation requests will be submitted by February 15th and approval or disapproval will be made by February 28th. Those individuals wishing vacation before February 28th, may do so by mutual agreement with the Superintendent/Engineer. Operational employees shall be allowed seven (7) continuous days for vacation.

Section 3. **TEMPORARY EMPLOYEES:** Temporary employees shall be granted one (1) week-vacation leave with pay after nine (9) months of continuous full-time employment. At the completion of eighteen (18) months on continuous employment, such designated employees shall receive two (2) calendar weeks of vacation leave with pay. There shall be no provision 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 Head's recommendations shall be submitted to the Human Resources Office 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 therefore.

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, 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 IX: 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 (1) and one quarter (1 ¼) days 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 1 (a). **PERFECT ATTENDANCE:** (Effective April 1, 2002). 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 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 Superintendent/Engineer. Bereavement leave and or personal leave days shall not be considered as absences in applying this provision.

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 of the month following employment, and shall accumulate at the rate of one and one quarter (1 ¼) days 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 then 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 (6). The employee shall execute a memorandum of agreement that in the event of termination or resignation of the employee before restoring such credit, 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 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 not be 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 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:** 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 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, grandchild; Three (3) days for brother, sister, foster parent, grandparent, spouse's parent or foster child; One (1) day for brother-in-law, sister-in-law, aunt or uncle.

Section 15. VERIFICATION: If an employee is out on sick leave and a public health nurse or authorized representative of the City is sent to the individual's residence and said individual is not home or cannot be reached by phone, then the individual will not receive sick leave for that day and will be logged as an unauthorized absence.

ARTICLE X: JURY DUTY AND MILITARY LEAVE

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 XI: DEATH BENEFIT

It is agreed that the City of Haverhill will continue in effect the present Life Insurance Policy covering its employees and carried with the Boston Mutual Life Insurance Company, and will pay fifty (50%) percent of the premium.

ARTICLE XII: MEDICAL BENEFITS

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.

Effective July 1, 2006, it is agreed that the Employer shall pay eighty percent (80%) of the cost of a health maintenance organization and the Employee shall pay twenty percent (20%).

As of June 2, 2005 all new employees hired or re-hired after said date shall pay twenty-five percent (25%) of the cost of a health maintenance organization and the Employer shall pay seventy-five percent (75%), unless otherwise negotiated.

Dental and Optical Plan: City will make available a group dental and optical plan, with a family plan, to employees at full cost to said employees.

Section 125 of IRS CODE: Pre-tax for health, life, and dental insurance shall apply to all members of this Union.

ARTICLE XIII: 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 XIV: NEW EQUIPMENT RE-OPENING CLAUSE

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

ARTICLE XV: SAFETY AND DEFECTIVE EQUIPMENT

1. No employee shall be required to perform any unsafe operation or to drive or to operate or to work upon any equipment or vehicle that is not equipped with all safety appliances prescribed by Law or which vehicle or equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment, or perform such operation.
2. No employees are to be required to ride to and from work areas in an open truck in inclement weather.

3. Any employee involved in an on the job injury or accident shall be furnished with a duplicate copy of the accident report.
4. The City shall comply with all laws, rules and regulations regarding Wastewater Treatment Plant, and no employee will be required to violate these laws, rules and regulations.
5. City to continue present inoculations now in effect and any additional inoculations approved for Wastewater Treatment Plant employees in the future. City to furnish gloves, safety glasses, S.C.B.A Air packs, and any other safety equipment required by laws or regulations. City will continue to have yearly safety training courses including C.P.R training. All new employees shall be allowed to take above courses and any present employees who have not yet received CPR cards or have not completed safety training course, shall be allowed to finish with pay if during their normal working hours.
6. There shall be a plant safety committee made up of five (5) employees, three from the Bargaining unit and two (2) from the Wastewater management staff.
7. The City shall provide and maintain a personal communication device (such as a cellular phone) to be used by operational staff while working alone at Wastewater Treatment Facility. Such device shall be capable of providing the user with unobstructed access to EMS, 911, On-call Wastewater operator, Facility Manager, etc.

ARTICLE XVI: NON-DISCRIMINATION

There shall be no discrimination by the Union or the City against any employee because of race, creed or 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 XVII: 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 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 XVIII: 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, slow-down, or withholding of services.

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 groups of employees, to terminate the strike, work stoppage, slowdown, or withholding of services, and return to work forthwith.

ARTICLE XIX: 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

any matter or condition of his/her health and safety, adjustment shall be sought as follows:

- a) The employee shall within five (5) days of his knowledge of the grievance submit such grievance to the Shop Steward, or Union. If the Shop Steward or Union cannot or does not resolve any said grievance; the grievance will be submitted in writing to the Superintendent/Engineer or his representative within seven (7) days of the employee's knowledge of the grievance.
- b) If within five (5) days of being notified of the grievance the Superintendent/Engineer or his/her representative does not resolve the grievance to the satisfaction of the Union, the Union shall submit the grievance in writing to the Mayor, for the purpose of resolving or adjusting the grievance.
- 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 Mass. State Board of Conciliation and Arbitration and the decision of the Board shall be final and binding on both parties.
- d) All warning letters will be removed from an individual's file twelve (12) months after the date of the receipt of the warning letter if said individual did not receive any disciplinary action with regard to the subject of the warning letter.

ARTICLE XX: EDUCATION PAY

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

If such courses are required for advancement or make the employee more proficient in their classifications, and the hours are in conflict with the employees working hours, the City will make every effort to make arrangements so the employee may attend the course, i.e., University of Lowell, "Advance Wastewater Treatment Courses". The City shall provide \$3,000 per year for educational courses. The City will provide an application form for employees requesting educational reimbursement. Payment of course, if approved, will be made to the individual upon receipt of their grade for the course, of "C" or better. All employees taking seminars, meetings, trade shows and day trips etc. will not be paid overtime or compensatory time for employee attendance. Employees will receive only one days pay for any day they are scheduled to work at the WWTP that they are on education leave.

A voucher or invoice specifying the cost of the course will also be required prior to payment of the course by the City.

Degree or college certificate programs shall not be funded by the \$3000/year Education fund unless a balance is shown carried over from previous year (s). The City will provide additional funding for college courses provided they are pre-approved and passed according to procedure described above. Those employees must submit their request in writing by May 1st. An employee while attending college courses may make scheduling arrangements to accommodate other employees on shift who request personal days and vacation time.

ARTICLE XXI: RETIREMENT AND/OR DISABILITY PENSION

Retirement and disability pension will be the same as other Divisions in the Department of Public Works.

ARTICLE XXII: SAFETY COMMITTEE

The City shall establish a safety committee comprised of five members; three (3) Union members and two (2) from the Wastewater Treatment Plant management. The three (3) Union members shall be elected by the Union membership during the month of November and begin their one (1) year term of duty as of the first Sunday in January. The Union members will receive fifty (50) cents per hour added to their hourly rate of pay. Committee members are responsible for organizing and scheduling safety meetings and training sessions. Training sessions

will consist of but not limited to Chlorine and/or Hypochlorite safety, confined space entry and identification, the proper use of S.C.B.A.'s, protective garments, road work safety, hygiene, proper lifting, Wastewater Haz-Mat training, power equipment safety, first aid, C.P.R. classes and checking and stocking first aid kits and first aid room. Superintendent approved training sessions will be scheduled to maximize attendance during normal working hours. Those employees who are not scheduled to work during approved training sessions will be paid at an overtime rate of pay for attending sessions. An annual agenda and detailed scope of services with a tentative schedule will be submitted to the Superintendent/Engineer by the end of March each year.

ARTICLE XXIII: IMPACT BARGAINING

In the event the City entertains proposals from private companies for the operation and-maintenance of the Wastewater Facility and its collection system the union reserves the right to enter the bidding process. In order for the union to demonstrate the integrity of its reputation in operating the treatment facility and its ability to maintain a competitive advantage to the City Union Officials shall be allowed to provide information at a City Council level forum.

ARTICLE XXIV: CROSS TRAINING

If in the interest of being beneficial to the Wastewater Division, an employee of this bargaining unit possesses the skills and qualifications to perform a related water or wastewater task which may or may not be included in his/her job description, said employee may be requested to perform said task and shall be allowed to complete the task while working outside his/her description of duties. It is the intent of this article to cross train individuals within the Water and Wastewater Divisions, and to utilize said individuals within both divisions as needed. Other than paying one (1) for working out of classification, there would not be any other additional compensation.

1. A Conflict Resolution Board shall be established comprised of three (3) persons: one being the Superintendent/Engineer or his/her designee, and two persons being Officers of this Union. The Board's function shall be to determine reasonability of disputed tasks requested, and to decide if the employee shall, or shall not perform the task. The Board's ruling shall be final and binding.
2. Tasks that normally require emergency personnel to be called in to work, outside their normal working hours, shall be conducted as per this contract. Cross training shall not be implemented in situations where overtime forfeiture would result. No employee will be asked to work for less wages than he/she is paid for their normal job.
3. Members of this bargaining unit who are requested to perform such tasks normally governed by a separate bargaining unit may do so upon consent of said bargaining unit (contract stipulation) and must abide by all procedures set forth under both agreements.
4. It is the intent of this article to utilize personnel on a project or task basis. A temporary or permanent re-assignment or shift change (i.e.; day, evening, or overnight) would require mutual agreement between the parties as well as to conform with collective bargaining contracts.
5. At no time will the Superintendent/Engineer of the Water/Wastewater Divisions, in moving individuals to perform project or tasks, leave the Treatment Facilities/System in violation of the Board of Certification Rules and Regulations.

ARTICLE XXV: TERMINATION

This Agreement shall take effect on July 1, 2005 and shall remain in full force and effect through June 30, 2008.

Any and all changes effective July 1, 2005 shall be retroactive to July 1, 2005, unless otherwise noted herein.

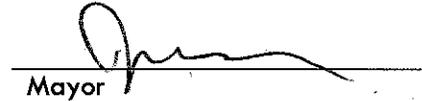
It is further agreed between the City of Haverhill and New England Water Resource Professionals – Local 939 AFSCME Council 93 AFL-CIO, that this Agreement shall remain in full force and effect after the duration date set forth above, if at said time the parties are negotiating any of its terms and conditions and shall remain in full force and effect until such time as a new contract is agreed upon.

EXECUTED THIS 5th Day of September 20 06

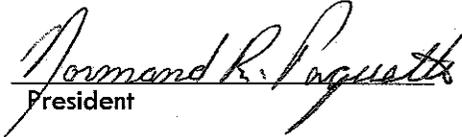
APPROVED AS TO FORM:

CITY OF HAVERHILL

By 
City Solicitor

By 
Mayor

Local 939 AFSCME Council 93 AFL-CIO

By 
President



The Commonwealth of Massachusetts

BOARD OF CONCILIATION AND ARBITRATION

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FAX: (413) 784-1231

MITT ROMNEY
GOVERNOR

KERRY HEALEY
LIEUTENANT GOVERNOR

JAMES F. KELLEY
CHAIRMAN

In the matter of the arbitration between: *
CITY OF HAVERHILL *

-and- *

AFSCME, COUNCIL 93, LOCAL 939 *

The Board, having afforded the parties full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at the hearing, has considered the issues and, having studied and weighed the evidence bearing on the issues, awards as follows:

AWARD

New salary rates for positions in the bargaining unit shall be effective January 1, 2006 as represented in Appendix A (attached hereto).

The salary shall be modified effective July 1, 2006 as found in Appendix B (attached hereto).

Geraldine Casey
Geraldine Casey
Arbitrator
July 7, 2006

Appendix A

A Memorandum of Agreement between the City of Hazelhill and the WWTP Group/AFSCME LOCAL 698

The parties agree on a collective bargaining agreement for the contract term of July 1 2005-June 30 2008.

EFFECTIVE 7/1/2005	%	Name	Current	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	01.50%								
WWTP Electrician		Steve Plogter	\$22.84	\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27
Senior WWTP Operator		James Sawatzky	\$22.84	\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27
Senior WWTP Operator		Conny Hill	\$22.84	\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27
Senior WWTP Operator		James Parker	\$22.84	\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27
Senior WWTP Operator		William Puzio	\$22.84	\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27
Senior WWTP Operator		Thomas Riley	\$22.84	\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27
Senior Maintenance Mechanic			\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27	\$ 25.35
WWTP Operator		Roscel Gomezecosta	\$19.34	\$ 16.07	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.89	\$ 20.92
WWTP Operator		Normand Paquette	\$19.34	\$ 16.07	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.89	\$ 20.92
WWTP Operator		Wayne Wasserman	\$19.34	\$ 16.07	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.89	\$ 20.92
WWTP Operator-Trainee			\$ 12.87	\$ 13.24	\$ 14.20	\$ 15.16	\$ 16.36	\$ 17.56	\$ 18.92
Lab Technician		Carol Pyles	\$19.34	\$ 16.07	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.89	\$ 20.92
Maintenance Mechanic		Bruce Combsline	\$18.34	\$ 16.48	\$ 17.54	\$ 18.82	\$ 19.83	\$ 20.94	\$ 22.04
Maintenance Mechanic		Charles Hubbard	\$19.34	\$ 16.48	\$ 17.54	\$ 18.82	\$ 19.83	\$ 20.94	\$ 22.04
Mobile Equipment Operator			\$ 12.86	\$ 13.24	\$ 13.70	\$ 14.71	\$ 15.36	\$ 16.36	\$ 17.56
WWTP Storagegar		Thomas Eshen	\$17.52	\$ 14.80	\$ 16.31	\$ 16.78	\$ 17.78	\$ 18.94	\$ 20.24
Maintenance Mechanic Helper		Edwin Aponte	\$17.31	\$ 14.48	\$ 16.33	\$ 16.31	\$ 17.31	\$ 18.24	\$ 19.24
Maintenance Mechanic Helper		William Spahr	\$14.48	\$ 14.48	\$ 15.33	\$ 16.31	\$ 17.31	\$ 18.24	\$ 19.24
Senior Collector Operator		Dolly Ryan	\$22.84	\$ 18.81	\$ 20.02	\$ 21.23	\$ 22.14	\$ 23.18	\$ 24.27
Collector Operator		David Shau	\$18.34	\$ 16.37	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.83	\$ 20.92
Collector Operator		Pedro Rosario	\$16.74	\$ 16.57	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.83	\$ 20.92
Collector Operator		Sansel Motner	\$18.34	\$ 16.37	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.83	\$ 20.92
Collector Operator/CB Clean r		Jamie Turock	\$18.34	\$ 16.07	\$ 16.99	\$ 17.93	\$ 18.83	\$ 19.83	\$ 20.92
WWTP MEO-Cool/Labover		Jersey Dul	\$12.66	\$ 12.88	\$ 13.24	\$ 13.70	\$ 14.71	\$ 15.36	\$ 16.36

Sr. Collector Operator

~~18.81~~

~~23.18~~ 23.12

Appendix B

EFFECTIVE 7/1/2006	21%	Name	Current	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	102.50%								
WWTP Electrician		Steve Pingree	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Senior WWTP Operator		James Benetiquin	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Senior WWTP Operator		Covey Hill	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Senior WWTP Operator		James Parker	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Senior WWTP Operator		William Pasika	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Senior WWTP Operator		Thomas Riley	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Senior Maintenance Mechanic		Bruce Constantino	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Senior Maintenance Mechanic		Charles Hubbard	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
WWTP Operator		Russell Scabaracchia	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
WWTP Operator		Harmond Paquette	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
WWTP Operator		Wayne Weltonen	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
WWTP Operator-Trainee			\$	\$ 13.18	\$ 13.87	\$ 14.55	\$ 15.88	\$ 16.35	
Lab Technician		Carol Fynn	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
Maintenance Mechanic			\$19.83	\$ 16.89	\$ 17.88	\$ 18.08	\$ 20.12	\$ 21.20	
Maintenance Mechanic			\$19.83	\$ 16.89	\$ 17.88	\$ 18.08	\$ 20.12	\$ 21.20	
Mobil Equipment Operator			\$	\$ 12.88	\$ 13.57	\$ 14.04	\$ 15.08	\$ 15.78	
WWTP Supervisor		Thomas Graham	\$17.78	\$ 16.18	\$ 16.72	\$ 17.20	\$ 18.23	\$ 18.90	
Maintenance Mechanic Helper		Kevin Aponso	\$17.31	\$ 14.84	\$ 15.71	\$ 16.72	\$ 17.75	\$ 18.71	
Maintenance Mechanic Helper		William Spahr	\$14.48	\$ 14.54	\$ 16.71	\$ 16.72	\$ 17.75	\$ 18.71	
Senior Collection Operator		Philip Ryan	\$23.18	\$ 19.28	\$ 20.52	\$ 21.78	\$ 22.70	\$ 23.78	\$24.88
Collection Operator		David Shaw	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
Collection Operator		Pedro Rosario	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
Collection Operator		Samuel Marraz	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
Collection Operator/C.B. Cleaner		Jamie Tancolo	\$19.83	\$ 16.47	\$ 17.41	\$ 18.38	\$ 19.10	\$ 20.12	\$21.03
WWTP MEO-Cust./Laborer		Jeremy Duf	\$12.88	\$ 12.88	\$ 13.57	\$ 14.04	\$ 15.08	\$ 15.78	



23.70