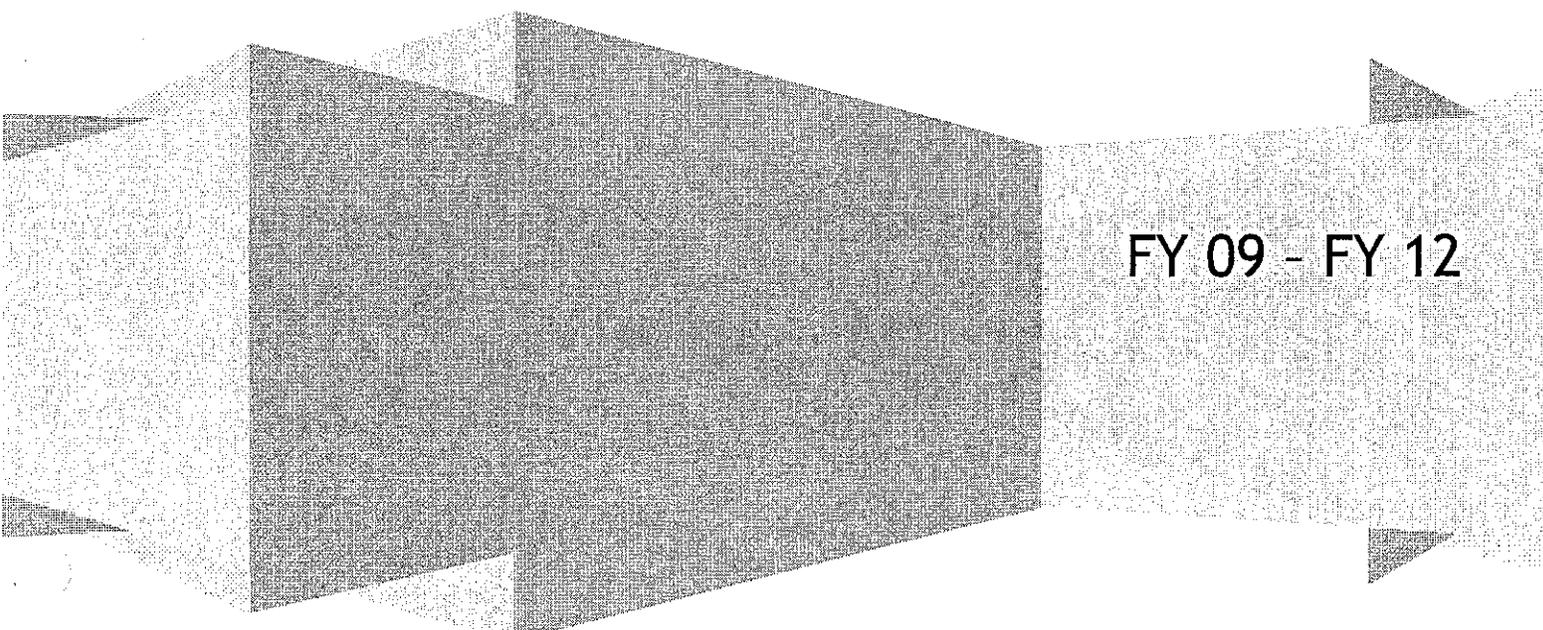


AGREEMENT
BETWEEN THE CITY OF HAVERHILL
AND
THE WATER DEPARTMENT GROUP
(TEAMSTERS LOCAL #170)

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



FY 09 - FY 12

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INDEX

ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY	1
ARTICLE III	CONDUCT OF UNION BUSINESS	2
ARTICLE IV	SHOP STEWARDS	2
ARTICLE V	SENIORITY & PROMOTION	3
ARTICLE VI	HOURS OF WORK & OVERTIME	3
ARTICLE VII	WAGES	5
ARTICLE VIII	HOLIDAYS	8
ARTICLE IX	VACATION LEAVE	9
ARTICLE X	SICK AND BEREAVEMENT LEAVE	10
ARTICLE XI	JURY DUTY AND MILITARY LEAVE	12
ARTICLE XII	DEATH BENEFITS	12
ARTICLE XIII	MEDICAL BENEFITS	12
ARTICLE XIV	HIRED EQUIPMENT	13
ARTICLE XV	SAFETY AND DEFECTIVE EQUIPMENT	14
ARTICLE XVI	PREVAILING RATES	14
ARTICLE XVII	NON-DISCRIMINATION	14
ARTICLE XVIII	MAINTENANCE OF STANDARDS	14
ARTICLE XIX	NO STRIKE OR LOCKOUT	14
ARTICLE XX	GRIEVANCE PROCEDURE	15
ARTICLE XXI	EDUCATIONAL PAY	15
ARTICLE XXII	TIME OFF FOR UNION BUSINESS	15
ARTICLE XXIII	TERMINATION	16

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AGREEMENT
WATER DEPARTMENT

THIS AGREEMENT made and entered into on this _____ day of _____ by and between THE CITY OF HAVERHILL, MASSACHUSETTS, Water Department hereinafter referred to as "THE CITY" and Teamsters Union Local 170, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as "THE UNION".

WITNESSETH

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

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

ARTICLE I: RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications certified by the Mass. Labor Relations Commission in case No. MCR 603 MCRE 23 which certification was issued by said Commission on October 7, 1969. The City also recognizes the office and technical classifications as per recognition dated 10-23-81.

It is agreed and understood, however, that this Agreement shall not apply to summer help and does not affect the City's right to determine their wages, hours, and working conditions. It is further agreed that the City will not employ more than thirty (30) so-called summer help at any one time during the period from June 1st to Labor Day in any one year. It is further agreed and understood that summer help will be limited to working in the labor grade and shall work exclusively on the shift between 7:00 a.m. and 4:00 p.m., and shall not be used on any overtime work in lieu of full time or regular employees, except where an emergency occurs.

ARTICLE II: UNION SECURITY

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

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

Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligations 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.

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 payments shall commence thirty one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty one (31) days following the date of employment.

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

Section 3. Favorable Union Security - In the event that on or after the effective date of this Agreement the City grants to any other Union representing its employees more favorable Union Security provisions than the provisions contained in the preceding Article, such more favorable Union Security shall insure to the Union hereunder.

Section 4. Credit Union - The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE III: CONDUCT OF UNION BUSINESS

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

ARTICLE IV: SHOP STEWARDS

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

ARTICLE V: SENIORITY & PROMOTION

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

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

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

Section 4. Posting Seniority List - A Seniority List of all employees covered by this Agreement showing name, position and date of entering service, will be posted promptly on appropriate bulletin boards, accessible to all employee affected. The roster will be revised and posted in March of each year and will be open to protest and correction for a period of thirty (30) days and upon proof of error presented by an employee or his representative, such error will be corrected. There shall be two (2) seniority lists covering employees within their classifications. One (1) Office and Technical, and one (1) Water Department. All employees hired after the effective date of this agreement will have to serve a period of twice the length of absence before prior service will be added to seniority.

Section 5. Vacancies - All vacancies shall be filled on the basis of seniority from the present work force if qualified. In the event there is a dispute or protest over the contemplated filling of a vacancy by a person other than the present work force, a suitable test shall be given within a two (2) week time frame to determine who is best qualified. Notice of promotional vacancy in an existing position, filled by an employee covered by this Agreement, shall be posted for a period of seven (7) days on appropriate bulletin boards. Any employee of the City covered by the Agreement who has completed his/her probationary period and who is interested in filling the vacancy, shall complete a job bid form at the Human Resources Department. No employee who is absent because of illness or injury or who is on vacation shall be deprived of the opportunity to bid on a vacancy. Whenever an appointment is made in accordance with the provisions of this section, to fill a promotional vacancy, the name of the applicant appointed shall be posted on all bulletin boards used for vacancy announcement purposes, within three (3) working days after the appointment.

ARTICLE VI: HOURS OF WORK & OVERTIME

Section 1. The Work Week - The regular work week shall be five (5) consecutive days, Monday through Friday inclusive from 7:00 a.m. to 3:00 p.m. with twenty (20) minutes for lunch.

Additional shifts are as follows:

Saturday, Sunday, & Holidays, 7:00 a.m. to 3:00 p.m. Plumbers come in (one employee)

Holidays, 3:00 p.m. to 11:00 p.m. Plumbers come in. (one employee)

The holiday shift shall not apply to the Laborer's on call employee. Those titles include Motor Equipment Operator B&G, P.W. Maintenance Person and Water Meter Installer.

All employees are required to punch in and out during their normal working hours. Any employee who fails to do so during the fiscal year (a fiscal year defined as a year starting July 1st and ending June 30th of any year) shall receive:

1st Offense	Written Notice
2nd Offense	Written Notice
3rd Offense	Written Notice
4th Offense	Written Notice
5th Offense	One Day Suspension

Subsequent offenses will result in more stringent disciplinary action.

Water Office

The work week for Office staff shall be as follows: Five (5) consecutive days Monday through Friday inclusive from 8:00 a.m. through 4:00 p.m. with one (1) hour for lunch. All time in excess of thirty-five (35) hours per week shall be paid for at the rate of time and one-half or shall receive compensatory time off at the rate of time and one-half.

Water Maintenance Office

The work week for Office staff shall be as follows: Five (5) consecutive days Monday through Friday inclusive, from 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch. All time in excess of forty (40) hours per week shall be paid for at the rate of time and one-half or shall receive compensatory time off at the rate of time and one-half.

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

Section 2. Water Department Stand-by & Weekend Shifts - The City agrees to immediately put into effect and to maintain standby or on call shifts from Monday through Friday outside of regular working hours. Two employees shall be designated for the stand-by shifts, one of which shall be a craftsman-plumber and the other shall be another employee of the Water Department. The employees shall be assigned on a rotating basis and shall receive eight (8) hours pay (one day) at their current straight time rate of pay for the total stand-by shift for the week. Craftsman-Plumber shall be on stand-by or call Monday through Friday, inclusive and shall receive twelve (12) hours' pay at the current straight time rate of pay. The other employee shall be on stand-by or call from Monday through Sunday inclusive. Laborers on stand-by shall receive twelve (12) hours straight time pay.

The City will immediately put into effect and maintain the weekend on duty shifts of eight (8) hours per day between the hours of 7:00 a.m. to 3:00 p.m., Saturday, Sunday and holidays at the Water Department Garage to answer any and all calls and in the case of a repair call or a break and to repair same pertaining to the Water Department. The employee assigned to these on duty shifts shall be a Craftsman-Plumber.

The employee-working the Saturday, Sunday and Holiday shifts 7:00 a.m. to 3:00 p.m. shall also be on stand-by or on call from 3:00 p.m. to 7:00 a.m. of the aforementioned days, shall receive over time rate of pay for the aforementioned working shifts.

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

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. Employees in the order of their seniority shall have the right to select their reporting time from the work schedule established by the Superintendent.

An employee called to work before his/her regular scheduled report time shall not be required to take off to compensate therefore. An employee reporting to work at his/her regular scheduled report time shall be guaranteed an eight (8) hour work day, unless bad weather or an Act of God prevents work. If bad weather or an Act of God prevents work, employees may be laid off but will receive compensation for work performed or a minimum of two (2) hours pay at their regular rate. If 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 lay-off the most junior employee shall be laid off and rehiring shall be in the inverse order of seniority if qualified to perform the work required.

All emergency and overtime work shall be rotated according to seniority if qualified to perform the work required amongst those employees that have completed their six (6) months' probationary period. Any employee called in on an emergency shall be paid a minimum of two (2) hours at the overtime rate, however, he/she may be required to remain on the job for the two (2) hours, depending upon the nature of the emergency situation.

Any employee working in a higher classification for two (2) or more hours during the day shall receive the higher rate of pay for the entire day. If the first step of higher classification is not at least twenty-five (\$. 25) cents per hour over the above employee's regular rate of pay, then he/she shall receive the top step in the higher classification. However, any employee that works out of classification for six (6) months shall automatically be paid the top step in that classification.

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

In the event any new employee is hired at a higher rate of pay than employees presently working in the same classification, the present employees will automatically be paid the higher rate of pay.

At any time during an emergency or snow removal that additional help is required in the Highway Department, employees in the Water, Park and Tree Departments who are available and qualified to perform the work required shall be put to work before any outside help is hired.

ARTICLE VII: WAGES

The City agrees that the step raise schedule is a part of the contract. Step raises for Laborer positions shall be six (6) months apart from date of hire or advancement. For all clerical positions, step raises will occur on a yearly basis effective July 1, 2002. An employee hired and/or promoted after January 1st will remain on the agreed upon step. This may constitute a period of up to eighteen (18) months.

Wages in all salary steps in all classifications of employees covered by this Agreement employed in the Water Department of the City of Haverhill shall be increased as follows:

HOURLY RATES & CLASSIFICATIONS

EFFECTIVE 7/1/2008		0%					
EFFECTIVE 7/1/2009		0%					
EFFECTIVE 7/1/2010 (CURRENT EMPLOYEES ONLY - 3% added to base)							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
General Foreperson		\$ 26.42	\$ 27.31				
P.W. Maintenance Craftsperson/Plumber Bkfl		\$ 23.29	\$ 24.19				
P.W. Maintenance Craftsperson/Plumber	\$ 21.79	\$ 22.68	\$ 23.57				
Carpenter/Maintenance Person	\$ 21.79	\$ 22.68	\$ 23.57				
Meter Reader	\$ 19.27	\$ 20.16	\$ 21.05				
Water Meter Reader/Installer/Craftsperson	\$ 17.57	\$ 18.46	\$ 19.35				
Water Meter Repairman/Installer	\$ 17.57	\$ 18.46	\$ 19.35				
Motor Equipment Operator B&G	\$ 18.54	\$ 19.44	\$ 20.32				
Maintenance Person	\$ 17.90	\$ 18.79	\$ 19.69				
Water Meter Installer	\$ 16.88	\$ 17.76	\$ 18.66				

Laborer/Watchperson	\$ 16.88	\$ 17.76	\$ 18.66				
Water Meter Installer/Tester	\$ 16.88	\$ 17.76	\$ 18.66				
Water Meter Reader/Installer	\$ 16.88	\$ 17.76	\$ 18.66				
Head Account Clerk	\$ 601.02	\$ 619.11	\$ 636.30	\$ 654.73	\$ 673.73	\$ 693.31	\$ 727.98
Head Clerk (40 hours)	\$ 686.87	\$ 707.54	\$ 727.21	\$ 748.27	\$ 769.98	\$ 792.35	\$ 831.97
Office Account Clerk	\$ 631.07	\$ 650.06	\$ 668.12	\$ 687.47	\$ 707.42	\$ 727.98	\$ 764.37

EFFECTIVE 7/1/2010 (FOR NEW EMPLOYEES HIRED AFTER 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
General Foreperson		\$ 25.65	\$ 26.51				
P.W. Maintenance Craftsman/Plumber Bkfl		\$ 22.62	\$ 23.48				
P.W. Maintenance Craftsman/Plumber	\$ 21.15	\$ 22.02	\$ 22.88				
Carpenter/Maintenance Person	\$ 21.15	\$ 22.02	\$ 22.88				
Meter Reader	\$ 18.71	\$ 19.57	\$ 20.44				
Water Meter Reader/Installer/Craftsman	\$ 17.06	\$ 17.93	\$ 18.78				
Water Meter Repairman/Installer	\$ 17.06	\$ 17.93	\$ 18.78				
Motor Equipment Operator B&G	\$ 18.00	\$ 18.87	\$ 19.73				
P.W. Maintenance Person	\$ 17.38	\$ 18.24	\$ 19.11				
Water Meter Installer	\$ 16.39	\$ 17.24	\$ 18.11				
Laborer/Watchperson	\$ 16.39	\$ 17.24	\$ 18.11				
Water Meter Installer/Tester	\$ 16.39	\$ 17.24	\$ 18.11				
Water Meter Reader/Installer	\$ 16.39	\$ 17.24	\$ 18.11				
Head Account Clerk	\$ 583.51	\$ 601.08	\$ 617.77	\$ 635.66	\$ 654.10	\$ 673.12	\$ 706.77
Head Clerk (40 hours)	\$ 666.87	\$ 686.94	\$ 706.03	\$ 726.48	\$ 747.55	\$ 769.27	\$ 807.73
Office Account Clerk	\$ 612.69	\$ 631.13	\$ 648.66	\$ 667.45	\$ 686.81	\$ 706.77	\$ 742.11

EFFECTIVE 7/1/2011 2% (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
General Foreperson		\$ 26.94	\$ 27.86				
P.W. Maintenance Craftsman/Plumber Bkfl		\$ 23.76	\$ 24.67				
P.W. Maintenance Craftsman/Plumber	\$ 22.23	\$ 23.14	\$ 24.04				
Carpenter/Maintenance Person	\$ 22.23	\$ 23.14	\$ 24.04				
Meter Reader	\$ 19.65	\$ 20.56	\$ 21.48				
Water Meter Reader/Installer/Craftsman	\$ 17.92	\$ 18.83	\$ 19.73				
Water Meter Repairman/Installer	\$ 17.92	\$ 18.83	\$ 19.73				
Motor Equipment Operator B&G	\$ 18.91	\$ 19.82	\$ 20.73				
P.W. Maintenance Person	\$ 18.26	\$ 19.17	\$ 20.08				
Water Meter Installer	\$ 17.22	\$ 18.12	\$ 19.03				
Laborer/Watchperson	\$ 17.22	\$ 18.12	\$ 19.03				
Water Meter Installer/Tester	\$ 17.22	\$ 18.12	\$ 19.03				
Water Meter Reader/Installer	\$ 17.22	\$ 18.12	\$ 19.03				
Head Account Clerk	\$ 613.04	\$ 631.49	\$ 649.03	\$ 667.83	\$ 687.20	\$ 707.18	\$ 742.53
Head Clerk (40 hours)	\$ 700.61	\$ 721.69	\$ 741.75	\$ 763.24	\$ 785.38	\$ 808.19	\$ 848.61
Office Account Clerk	\$ 643.69	\$ 663.06	\$ 681.48	\$ 701.22	\$ 721.57	\$ 742.53	\$ 779.66

EFFECTIVE 7/1/2011 (FOR NEW EMPLOYEES HIRED AFTER 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
General Foreperson		\$ 26.16	\$ 27.05				
P.W. Maintenance Craftsman/Plumber Bkfl		\$ 23.07	\$ 23.95				
P.W. Maintenance Craftsman/Plumber	\$ 21.58	\$ 22.46	\$ 23.34				
Carpenter/Maintenance Person	\$ 21.58	\$ 22.46	\$ 23.34				
Meter Reader	\$ 19.08	\$ 19.96	\$ 20.85				
Water Meter Reader/Installer/Craftsman	\$ 17.40	\$ 18.28	\$ 19.16				
Water Meter Repairman/Installer	\$ 17.40	\$ 18.28	\$ 19.16				
Motor Equipment Operator B&G	\$ 18.36	\$ 19.25	\$ 20.12				
P.W. Maintenance Person	\$ 17.72	\$ 18.61	\$ 19.49				
Water Meter Installer	\$ 16.72	\$ 17.59	\$ 18.47				

Laborer/Watchperson	\$ 16.72	\$ 17.59	\$ 18.47					
Water Meter Installer/Tester	\$ 16.72	\$ 17.59	\$ 18.47					
Water Meter Reader/Installer	\$ 16.72	\$ 17.59	\$ 18.47					
Head Account Clerk	\$ 595.18	\$ 613.10	\$ 630.13	\$ 648.38	\$ 667.19	\$ 686.58	\$ 720.91	
Head Clerk (40 hours)	\$ 680.21	\$ 700.67	\$ 720.15	\$ 741.01	\$ 762.51	\$ 784.65	\$ 823.89	
Office Account Clerk	\$ 624.94	\$ 643.75	\$ 661.63	\$ 680.80	\$ 700.55	\$ 720.91	\$ 756.95	

Section 1. 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

Employees shall be paid longevity by separate check.

Section 2. Cross-Training- If in the opinion of the Water/Wastewater Superintendent, an individual possesses the skills and qualifications to perform a related Water task, he/she may be requested to do so, and complete the task as part of his/her job description. If in the opinion of the Water/Wastewater Superintendent, an individual possesses the skills and qualifications to perform a related Wastewater task, upon agreement he/she may be requested to do so, and complete the task as part of his/her job description. It is the intent to cross-train individuals within the Water and Wastewater divisions, and to utilize said individual within both divisions as needed. Other than paying one for working out of classification, there would not be any other compensation.

Tasks that normally require emergency personnel to be called in to work shall be conducted as per 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.

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

It is the intent of this section to utilize personnel on a project or task basis. A temporary or permanent re-assignment would require mutual agreement between the parties as well as to conform to collective bargaining contracts.

Section 3. Merit Rating System

Effective July 1, 2010 the merit bonus is eliminated and in lieu of same 3% shall be added to the current base rate of pay for each employee. The above 3% shall not be added to the base pay of new employees hired after July 1, 2010. Management shall have complete flexibility to determine the performance appraisal process, policies, and procedures.

Section 4. Cost Sharing Program - All employees will share equally in all savings attained by Water Department Employees working on projects approved by the Wastewater Superintendent/Engineer and the Union members that would normally be done by an outside contractor. The City and the employees will split 50/50 all moneys left between the lowest acceptable estimate and the Water Department cost.

Section 5. Clothing Allowance - Maintenance employees, except for the Meter Reader position, after six (6) months of service shall be allowed a clothing allowance of Four Hundred (\$400.00) Dollars per year. This allowance shall be granted in cash. It is agreed and understood that the clothing of the employees covered by this Agreement shall be uniform (navy blue pants and solid blue shirts).

Effective July 1, 2010: Members who do not receive a clothing allowance shall receive a professional development allowance of fifty dollars (\$50.00) per year. (Clerical and the Meter Reader position).

Section 6. 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 7. Fair Labor Standards - The City of Haverhill adheres to the Fair Labor Standards Act (FLSA), which sets minimum wages, overtime pay, equal pay, recordkeeping, and child labor standards for employees covered by this Act.

Section 8. Equipment Training Officer & Safety Advisor Classifications - The City agrees they shall establish the following classifications:

1. Equipment Training Officer
2. Safety Advisor

These jobs are to be posted for bid and those senior and qualified shall be paid twenty-five (\$.25) cents per hour above their current rate (and to be rotated once a year). An agenda shall be submitted by the employee(s) to the Wastewater Superintendent/Engineer on a yearly basis for review and approval.

Section 9. General Foreman Pay - The General Foreman shall be paid the same as other General Foreman.

ARTICLE VIII: 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, 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.

Employees required to work on any of the above named holidays shall be paid the applicable premium rate in addition to the holiday pay. Any employee required to report to work on any of the above holidays shall be guaranteed four (4) hours' work or pay at the overtime rate. When a holiday falls on a Saturday, an employee may at his/her discretion accept a sixth (6th) day' pay or a day off with pay.

Section 1. Personal Days - All employees shall be entitled to five (5) personal days with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these five (5) Personal Days - One (1) of the five (5) days to be used the day after *Thanksgiving. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave. *It is agreed the plumber scheduled for the day after Thanksgiving shall have the option of taking a day off at a later time. Further, the laborer on call may choose to work the personal day and would be entitled to take a day off at a later time. This day shall be used before the end of the year.

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

ARTICLE IX: VACATION LEAVE

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

Section 2. Vacation Time for Full-time Employees: In the absence of collective bargaining contracts for any group, all full-time employees, and those hired after April 1, who have been in the service of the municipality for a period of six (6) months or one hundred eighty (180) days shall be granted one (1) week vacation with pay. After twelve (12) consecutive months of employment with the City, every full-time employee shall be entitled to two (2) calendar weeks of vacation leave with pay in each vacation year, effective on the anniversary date of employment. Any employee who has completed five (5) years but less than ten (10) years of employment with the City shall be granted three (3) calendar weeks of vacation leave with pay in each vacation year. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks of vacation leave with pay in each vacation year. Commencing with the 21st year of employment each employee shall be entitled to one (1) additional day each year until 25 years of employment, at which time the employee shall be eligible for a total of five (5) vacation weeks.

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

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

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

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

Section 7. Accumulation of Vacation Leave Prohibited: All City employees including Department Heads must use vacation credits during the calendar year in which those credits are earned. Under certain circumstances employees may request permission to carry over vacation credits based on unusual needs or conditions. All requests shall be made in writing and along with the Department Heads' recommendations shall be submitted to the Human Resources Office by November 1st of each year for submission to the Mayor no later than November 15th each year. Requests shall be accompanied by a schedule showing how the total remainder of vacation credits will be used in the following year. Upon submission, up to fifty percent (50%) of one (1) year's vacation time carry over may be approved by the Mayor. Vacation leave credits shall not accrue for service in excess of the number of hours normally employed.

Section 8. Payment in Case of Death of Employee: Upon the death of an eligible employee, payment of vacation leave and other benefits shall be made to the beneficiary(ies) of the deceased, as may have been designated under the

municipal retirement system, or to the estate of the deceased. Such payment shall be made in the amount equal to the vacation leave credits earned up to the time of death of the employee. This shall be effective up to the time of separation from the payroll, provided that no monetary or other allowances have already been made therefor.

Section 9. Accrual of Vacation Credits: Vacation credits shall accrue to an employee while on leave with pay status. Vacation leave credits earned following a return to duty after a leave without pay or absence without pay shall not be retroactively applied against such a leave or absence. When a legal holiday falls on a regularly scheduled work day during an employee's vacation leave with pay, the employee shall be entitled to one (1) additional day of vacation, subject to the provisions of Sick Leave, section 11.

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

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

ARTICLE X: SICK AND BEREAVEMENT LEAVE

Section 1. Number of Days Allowed: All full-time and permanent part-time employees shall be credited with sick leave with pay not to exceed fifteen (15) working days for each year of service, at the rate of one and one quarter ($\frac{1}{4}$) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of his or her duties.

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

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

Section 2. Extended Family Sick Leave: Employees shall be entitled to up to five (5) days of sick leave in each calendar year when they have been exposed to a contagious disease or when there is a serious illness of a spouse, child

or parent. Proof of such illness in the form of an extended family sick leave certificate or a doctor's statement shall be presented before payment of compensation can be made.

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

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

Section 4. Accumulation Permitted; Restrictions: Sick leave not used in any year may be accumulated. No employee shall be entitled to sick leave with pay in excess of the accumulated sick leave credit 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 up all his/her sick leave credits, the Mayor may permit said employee to use sick leave or vacation credits in anticipation of said credits being earned in the future. Additional sick leave credits may be granted as provided for in Section 6.

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

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

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

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

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

Section 10. Sick Leave Accumulation for Retirees: Upon retirement or in the event of death of a contractual employee, sick leave credits shall be compensated at a rate of up to forty percent (40%) of all sick time accumulated up to July 1, 1977, as stipulated or amended by bargaining agreements in effect. In the absence of a current collective bargaining agreement, eligible employees shall refer to their previous contractual agreement.

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

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

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

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

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

Section 16. Perfect Attendance: For each quarter work year of perfect attendance at work by a member, one (1) day of annual leave will be granted. If a member maintains perfect attendance for one year (four quarters), five 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.

ARTICLE XI: JURY DUTY AND MILITARY LEAVE

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

ARTICLE XII: DEATH BENEFITS

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

ARTICLE XIII: MEDICAL BENEFITS

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

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

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

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

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

Flexible Spending Account

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

Health Reimbursement Account

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

Opt-Out Plan

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

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

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

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

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 125 of IRS CODE: Pre-tax for health, life and dental insurance.

ARTICLE XIV: HIRED EQUIPMENT

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

ARTICLE XV: SAFETY AND DEFECTIVE EQUIPMENT

No employee shall be required to drive or to operate or to work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

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

All Water Department Trucks used on nights shall be equipped with generators so that employees have proper lighting on night excavation jobs.

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

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

ARTICLE XVI: PREVAILING RATES

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

ARTICLE XVII: NON-DISCRIMINATION

There shall be no discrimination by the Union or the City against any employee because of race, creed, color, national origin, age, sex 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 XVIII: MAINTENANCE OF STANDARDS

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

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

ARTICLE XIX: NO STRIKE OR LOCKOUT

There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the City or to assist or participate in any such strike or impose a duty to conduct, assist or

participate in any such strike. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of 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 group of employees, to terminate the strike, work stoppage, slowdown or withholding of services, and to return to work forthwith.

ARTICLE XX: 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 or their health and safety, adjustment shall be sought as follows:

- a. The employee shall within five (5) days of knowledge of grievance submit such grievance to the Shop Steward. If the Shop Steward cannot or does not resolve the said grievance, both the employee and the Shop Steward shall refer the grievance to the Superintendent of the employee division.
- b. If within five (5) days of being notified of the grievance the Superintendent does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance in writing to the Mayor.
- c. If within five (5) days of being notified of the grievance the Mayor does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance to the Massachusetts State Board of Conciliation and Arbitration. The decision of the Board shall be final and binding upon 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 XXI: EDUCATIONAL PAY

It is agreed if employees attend courses approved by the Superintendent, the City will pay the tuition fee for such courses.

ARTICLE XXII: TIME OFF FOR UNION BUSINESS

Employees and Shop Stewards that are required to attend Arbitration hearings as witnesses shall be given time off without loss of pay or benefits and without the requirement to make up the lost time.

ARTICLE XXIII: TERMINATION

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

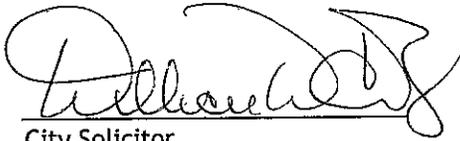
Any and all changes effective July 1, 2010 shall be retroactive to July 1, 2010.

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

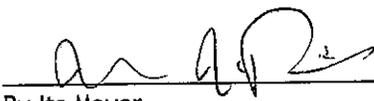
Executed this _____ Day of _____.

APPROVED AS TO FORM:

CITY OF HAVERHILL

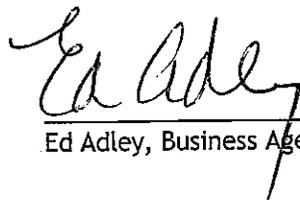


City Solicitor



By Its Mayor

TEAMSTERS LOCAL 170



Ed Adley, Business Agent