LABOR AGREEMENT
BETWEEN
THE CITY OF HAVERHILL
AND
THE WATER PURIFICATION GROUP
TEAMSTERS LOCAL #170

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

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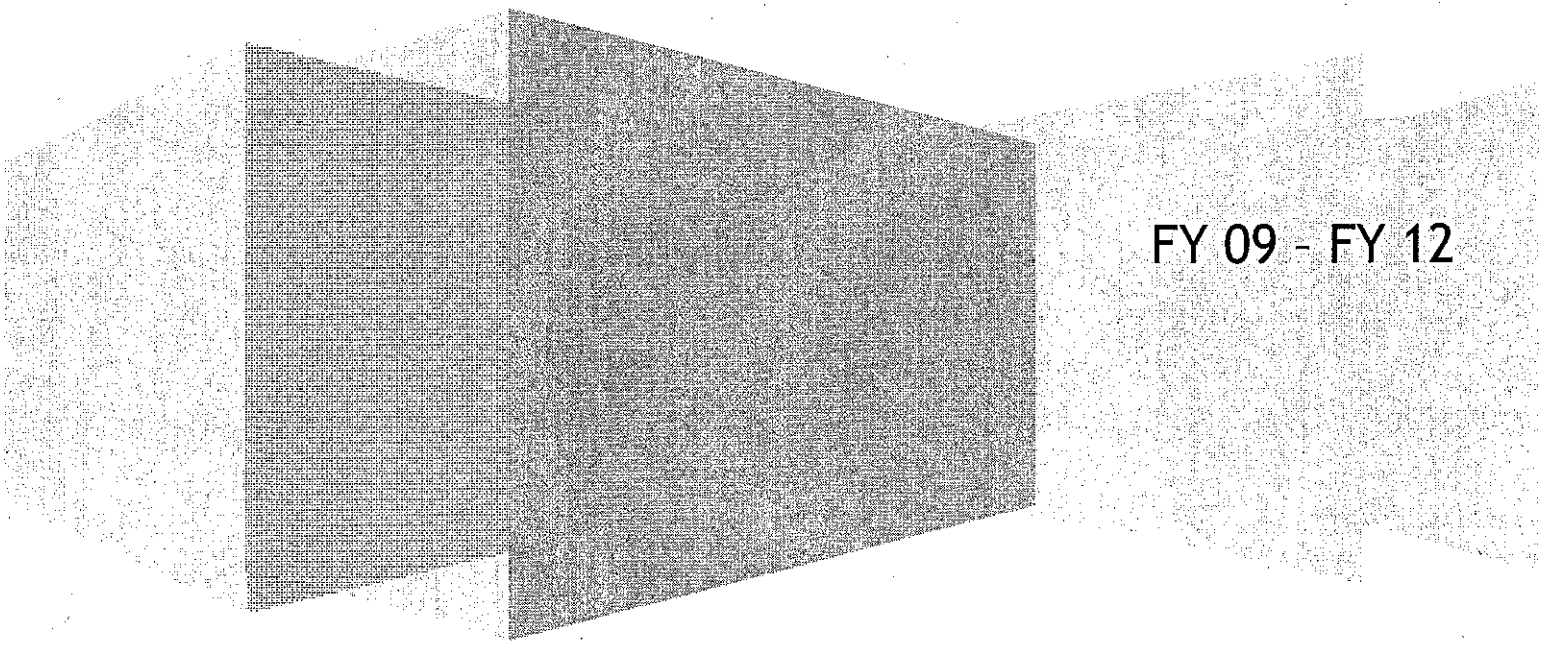

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TABLE OF CONTENTS

	Page
1 RECOGNITION	1
2 UNION SECURITY	1
3 CONDUCT OF UNION BUSINESS	2
4 SHOP STEWARDS	2
5 SENIORITY AND PROMOTION	2
6 HOURS OF WORK AND OVERTIME	3
7 WAGES	4
8 HOLIDAYS	8
9 VACATION LEAVE	8
10 SICK AND BEREAVEMENT LEAVE	10
11 JURY DUTY AND MILITARY LEAVE	12
12 DEATH BENEFITS	12
13 MEDICAL BENEFITS	12
14 SAFETY AND DEFECTIVE EQUIPMENT	13
15 NEW EQUIPMENT RE-OPENING CLAUSE	13
16 PREVAILING RATES	13
17 NON-DISCRIMINATION	13
18 MAINTENANCE OF STANDARDS	13
19 NO STRIKE OR LOCKOUT	14
20 GRIEVANCE PROCEDURE	14
21 EDUCATIONAL PAY	14
22 TIME OFF FOR UNION BUSINESS	14
23 CROSS TRAINING	14
24 AUTOMATION	15
25 COMPETITIVE ASSESSMENT	15
26 TERMINATION	15

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AGREEMENT

WATER PURIFICATION FACILITY

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF HAVERHILL, MASSACHUSETTS, WATER PURIFICATION FACILITY hereinafter referred to as "the City" and TEAMSTERS UNION LOCAL 170 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "the Union".

WITNESSETH

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

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

ARTICLE I: RECOGNITION

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

ARTICLE II: UNION SECURITY

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: 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 to such matters.

Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without 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 pays his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

In accordance with the policy set forth under subparagraphs one (1) and two (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 fee, 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 latter, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 3: 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 4: CREDIT UNION LANGUAGE
The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

Section 5:
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.

ARTICLE III: CONDUCT OF UNION BUSINESS

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

ARTICLE IV: SHOP STEWARDS

The Union shall have the right to designate Shop Stewards in the Water Purification Facility. 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 of 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, slow-down or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

ARTICLE V: SENIORITY & PROMOTION

Section 1: Definitions: 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 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 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 is (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 shall be posted on appropriate bulletin boards, accessible to all employees affected. The roster will be revised and posted in March of each year and will be open to protest and correction for a period of thirty (30) days upon proof of error presented by an employee or his/her representative, such error will be corrected.

Section 5: 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 contemplated filling of a vacancy by a person other than the present work force, a suitable test shall be given to determine who is best qualified. Notice of promotional vacancy in an existing position filled by an employee covered by this Agreement, shall be posted for a period of seven (7) days on the appropriate bulletin board. Any employee of the Water Purification Facility 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. 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 AND OVERTIME

Section 1: The work week: The regular work week shall be five (5) consecutive days Monday through Friday inclusive, from 7:00 am to 3:00 p.m. A definitive working time covering all regular employees shall be established by the Plant Manager and a copy of the same shall be furnished to the Union.

The Senior Plant Operator will work a 7:00 am to 3:00 p.m. (day shift 40 hours).
The Lab Technician will work a 8:00 am to 4:00 p.m. shift (40 hours) as directed by the Plant Manager.
The Plant Electrician will work a 7:00 am to 3:00 p.m. shift (40 hours).
The Chief Pumping Station Operator will work a 7:00 am to 3:00 p.m. shift (40 hours).

All employees shall be allowed a twenty (20) minute lunch period. There shall be two (2) breaks per shift of fifteen (15) minutes each, one during the first half of each shift, and one during the second half of each shift.

Section 2: The workweek for Operators shall consist of four (4) twelve (12) hour shifts and one (1) eight (8) hour shift. The normal working hours for each shift is as follows.

Shift A:	Sunday - Tuesday 7:00 a.m. to 7:00 p.m.
	Wednesday 3:00 p.m. to 7:00 p.m.
Shift B:	Thursday - Saturday 7:00 a.m. to 7:00 p.m.
	Tuesday 7:00 p.m. to 11:00 p.m.
Shift C:	Saturday - Monday 7:00 p.m. to 7:00 a.m.
	Tuesday 11:00 p.m. - 3:00 a.m.
Shift D:	Wednesday - Friday 7:00 p.m. to 7:00 a.m.
	Wednesday 3:00 a.m. to 7:00 a.m.
Shift E:	Monday - Friday 7:00 a.m. to 3:00 p.m.

All Operators, with the exception of those working Shift C and D are "floating" operators, and will be required to alter his/her hours of work to fill any scheduled vacancy in other shifts. Scheduled vacancies include vacation, personal days, jury duty, maternity leave, sick leave, family sick leave, bereavement leave, military leave, or other vacancies. When an operator is floated to a shift other than his/her own it will be done in a manner that will allow said operator to fill the entire vacant forty (40) hour shift and no less.

Shift differential as follows:

Monday - Friday 7:00 a.m. to 3:00 p.m. is straight time.
Sunday - Saturday 3:00 p.m. to 7:00 a.m. shall receive a 10% differential.

Effective July 1, 1999, the 10% differential will also be paid on Saturday & Sunday 7:00 a.m. to 3:00 p.m. and on overtime falling during the aforementioned hours.

All time worked in excess of a normal working shift one (1) day or forty (40) hours in any one week shall be paid for at the overtime rate. A "normal work shift" as used in this section shall be construed as twelve (12), eight (8), or four (4) hours.

If a shift is left vacant due to a reduction in personnel, the Water Treatment Plant Manager has the ultimate decision on what shifts will be filled and/or left vacant.
A definite working schedule covering all operation personnel shall be established by the Water Treatment Plant Manager and furnished to the Union. Operators will choose his/her shift in accordance with his/her seniority with the City. As of July 1, 1996 any new operator entering the Water Purification Bargaining Group shall have his/her seniority determined by time within said bargaining group. Requests for changing permanent shift assignments shall be made in

writing to the Water Treatment Plant Manager.

Any scheduled vacancy on shift A, B, C, and D will first be filled with overtime. The dollar amount allocated to the filling of overtime floating shifts shall be five thousand dollars ($5000.00), when said limit is met the shift will be filled as per Article VI, Section 2, Paragraph 2. If the Water Treatment Facility does not become automated as of July 1, 2000, this section will be reopened and evaluated.

Section 3: An employee called to work before his/her regular shift scheduled report time shall not be required to take time off to compensate therefore. An employee reporting to work at his/her regular scheduled report time shall be guaranteed an eight (8) hour work day, unless bad weather or an Act of God prevents work. If bad weather or an Act of God prevents work employees may be laid off but will receive compensation for work performed or a minimum of two (2) hours pay at their regular rate. If any employee is notified a day before that no work is available the following day, then he/she shall not receive any pay. An employee shall be notified of a lay off at the end of his/her tour of duty. In the event of lay off the most junior person shall be laid off and rehiring shall be in the inverse order of seniority if qualified to perform the work required.

Section 4: All emergency and overtime work shall be rotated according to seniority if qualified to perform the work required amongst those employees that have completed their six (6) months probation period. Any employee called in on an emergency shall be paid a minimum of two (2) hours at the overtime rate; however, he/she may be required to remain on the job for the two (2) hours, depending upon the nature of the emergency situation.

Section 5: 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 $0.25 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 who works out of classification for six (6) months shall automatically be paid the top step in that classification.

There will be a minimum of one Commonwealth of Massachusetts Certified Grade IV or Grade III operator on duty during the manned hours of operation of the facility, this includes the Senior Operators.

Section 6: All time worked on a Saturday and 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 on the nature of the project. Overtime for Saturday and Sunday will not include Purification Operators.

Section 7: In the event any new employee is hired at a higher rate of pay than the employees presently working in the same classification the present employees will automatically be paid the higher rate of pay.

Section 8: At any time during emergency or snow removal that additional help is required at the Highway Department, employees at the Purification Facility who are available and qualified to perform the work required shall be put to work before any outside help is hired.

ARTICLE VII: WAGES

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

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

To be paid by separate check.

Section 2: All employees after six (6) months service shall be allowed a clothing allowance of Four Hundred Dollars ($400.00) per year and a boot allowance of One Hundred Dollars ($100.00) per year. This allowance shall be granted in cash. The employees covered by this Agreement understand that by accepting this money they agree to arrive in

uniform and remain in uniform for the duration of their shift. The uniform shall consist of:

Light blue oxford cloth shirt or navy blue golf shirt.
Dark blue corduroy or chino pants Safety work boots
Navy blue sweatshirt

In addition, the City will provide all operators with hip boots, rain jackets, rain pants and hats, aprons, gloves, goggles, facemasks, respirators, and hard hats. This gear shall be issued to each operator and shall be replaced as necessary provided the damaged gear is returned. In the event the employee loses any piece of gear he/she shall replace it.

Operators must arrive at his/her post in uniform. When the day's duties may soil the above uniform then deviation will be allowed for the duration of the job.

Section 3: The City agrees to pay for all licenses required by operators and agrees to pay for certification and licenses of Water Treatment Plant Operator, Electrician's license, CPR cards, application fee for all Grade of Massachusetts Certification of Operators, if the individual has written approval of the Superintendent/Engineer of the Water/Wastewater Divisions, and passes said examination.

Section 4: 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.

HOURLY RATES AND 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
Sr. Water Treatment Plant Operator	$24.13	$25.08	$26.27
Chief Pumping Station Operator	$20.17	$22.40	
Class IV Water Treatment Plant Operator (Full with TCH)	$21.64	$22.51	
Class IV Water Treatment Plant Operator (In training or without TCH)	$21.00	$21.86	
Class III Water Treatment Plant Operator (Full with TCH)	$21.00	$21.86	
Class III Water Treatment Plant Operator (In training or without TCH)	$20.42	$21.24	
Class II Water Treatment Plant Operator	$17.56	$18.36	
Class I Water Treatment Plant Operator	$16.13	$18.72	
Maintenance Man/Operator	$15.95	$18.58	
Custodian/Operator	$15.95	$18.58	
Electrician/Carpenter	$24.13	$25.08	
Laboratory Technician (No Certification)	$18.42	$19.16	
Laboratory Technician (Grade IV Full with TCH0	$21.64	$22.51	
Laboratory Technician (Grade IV In training or without TCH)	$21.00	$21.86	
Laboratory Technician (Grade III Full with TCH)	$21.00	$21.86	
Laboratory Technician (Grade III In training or without TCH)	$20.42	$21.24	
Maintenance Man	$14.29	$16.44	
Custodian	$13.10	$15.30	

EFFECTIVE 7/1/10 (FOR NEW HIRES AFTER 7/1/10)	Step 1	Step 2	Step 3
Sr. Water Treatment Plant Operator	$23.43	$24.35	$25.50
Chief Pumping Station Operator	$19.58	$21.75	
Class IV Water Treatment Plant Operator (Full with TCH)	$21.01	$21.86	
Class IV Water Treatment Plant Operator (In training or without TCH)	$20.39	$21.22	
Class III Water Treatment Plant Operator (Full with TCH)	$20.39	$21.22	
Class III Water Treatment Plant Operator (In training or without TCH)	$19.83	$20.62	
Class II Water Treatment Plant Operator	$17.05	$17.83	
Class I Water Treatment Plant Operator	$15.66	$18.18	

Maintenance Man/Operator	$15.49	$18.04
Custodian/Operator	$15.49	$18.04
Electrician/Carpenter	$23.43	$24.35
Laboratory Technician (No Certification)	$17.88	$18.61
Laboratory Technician (Grade IV Full with TCH0	$21.01	$21.86
Laboratory Technician (Grade IV In training or without TCH)	$20.39	$21.22
Laboratory Technician (Grade III Full with TCH)	$20.39	$21.22
Laboratory Technician (Grade III In training or without TCH)	$19.83	$20.62
Maintenance Man	$13.87	$15.96
Custodian	$12.72	$14.85

EFFECTIVE 7/1/11 2% (For current employees as of 7/1/10)	Step 1	Step 2	Step 3
Sr. Water Treatment Plant Operator	$ 24.61	$ 25.58	$ 26.79
Chief Pumping Station Operator	$ 20.57	$ 22.85	
Class IV Water Treatment Plant Operator (Full with TCH)	$ 22.08	$ 22.96	
Class IV Water Treatment Plant Operator (In training or without TCH)	$ 21.42	$ 22.29	
Class III Water Treatment Plant Operator (Full with TCH)	$ 21.42	$ 22.29	
Class III Water Treatment Plant Operator (In training or without TCH)	$ 20.83	$ 21.66	
Class II Water Treatment Plant Operator	$ 17.91	$ 18.73	
Class I Water Treatment Plant Operator	$ 16.46	$ 19.10	
Maintenance Man/Operator	$ 16.27	$ 18.95	
Custodian/Operator	$ 16.27	$ 18.95	
Electrician/Carpenter	$ 24.61	$ 25.58	
Laboratory Technician (No Certification)	$ 18.79	$ 19.55	
Laboratory Technician (Grade IV Full with TCH0	$ 22.08	$ 22.96	
Laboratory Technician (Grade IV In training or without TCH)	$ 21.42	$ 22.29	
Laboratory Technician (Grade III Full with TCH)	$ 21.42	$ 22.29	
Laboratory Technician (Grade III In training or without TCH)	$ 20.83	$ 21.66	
Maintenance Man	$ 14.57	$ 16.77	
Custodian	$ 13.36	$ 15.60	

EFFECTIVE 7/1/11 2% (For new hires after 7/1/10)	Step 1	Step 2	Step 3
Sr. Water Treatment Plant Operator	$ 23.90	$ 24.84	$ 26.01
Chief Pumping Station Operator	$ 19.98	$ 22.18	
Class IV Water Treatment Plant Operator (Full with TCH)	$ 21.43	$ 22.29	
Class IV Water Treatment Plant Operator (In training or without TCH)	$ 20.79	$ 21.65	
Class III Water Treatment Plant Operator (Full with TCH)	$ 20.79	$ 21.65	
Class III Water Treatment Plant Operator (In training or without TCH)	$ 20.22	$ 21.03	
Class II Water Treatment Plant Operator	$ 17.39	$ 18.18	
Class I Water Treatment Plant Operator	$ 15.98	$ 18.54	
Maintenance Man/Operator	$ 15.80	$ 18.40	
Custodian/Operator	$ 15.80	$ 18.40	
Electrician/Carpenter	$ 23.90	$ 24.84	
Laboratory Technician (No Certification)	$ 18.24	$ 18.98	
Laboratory Technician (Grade IV Full with TCH0	$ 21.43	$ 22.29	
Laboratory Technician (Grade IV In training or without TCH)	$ 20.79	$ 21.65	
Laboratory Technician (Grade III Full with TCH)	$ 20.79	$ 21.65	
Laboratory Technician (Grade III In training or without TCH)	$ 20.22	$ 21.03	
Maintenance Man	$ 14.15	$ 16.28	
Custodian	$ 12.97	$ 15.15	

Senior Operator shall receive step 3 upon receiving Bachelor's Degree in a related field

Any grade two (2) operator who possess a grade three (3) certification shall receive a differential of $0.50 per hour.

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

The Lab Technician will work in operations as the Water Treatment Plant Manager deems necessary.

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 5: The Sr. Water Treatment Plant Operator will be paid a stipend to implement a SCADA system at the Wastewater Treatment Plant. The stipend will be paid weekly and total $2,500 annually. The stipend will be paid retroactive to July 1, 2001.

Section 6: The City agrees they shall establish the following new classifications:

1. Safety Committee
2. Boiler Technician
3. Safety Officer
4. Training Officer

The Boiler Technician, Safety Officer, and Training Officer shall be compensated at $0.25 per hour. The Duties and responsibilities of these positions shall be specified by the Plant Manager. The Safety Officer and Training Officer shall be rotated every six (6) months among those qualified to perform the duties.

Section 7: The City agrees to pay an annual tool allowance as follows:

Electrician	$250.00 per year
Boiler Technician	$250.00 per year

Section 8: 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 9: Cost Sharing Program
All employees will share equally in all savings attained by Water Department employees doing approved work projects that would normally be done by an outside contractor. The City and the employees will split 50/50 all monies left between the lowest acceptable estimate and the Water Department cost.

Section 10: On Call
When the 11:00 p.m. to 7:00 a.m. shift is eliminated, due to automation, a rotating call will be established among the qualified five (5) Operators and the two (2) Senior Operators. Operators and Senior Operators on call shall be required to carry a pager. The rate of compensation shall be eight (8) hours of pay per week.

An operator 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 two (2) hours, depending on the nature of the emergency situation.

An operator called in on an emergency on Saturday, Sunday, or a Holiday shall be paid a minimum of four (4) hours at the overtime rate, however, he/she may be required to remain on the job for two (2) hours (or 14 hours total), depending on the nature of the emergency situation.

Section 11: Training Contact Hour Requirement
The City will require a full certification as an Operator of a Drinking Water Treatment Facility from the Commonwealth of Massachusetts, and an additional ten (10) training contact hours per license renewal period for Grade IV, Grade III, and Lab Technician positions to qualify for the top salary step in that job classification. At such time an employee obtains five (5) training contact hours above the Commonwealth of Massachusetts' requirement, the top step will be paid. The Water Treatment Plant Manager and/or his/her designee must review and approve all courses before that course can be credited to an employee's training contact hour requirement. If the employee does not acquire the

necessary additional training contact hours he or she will be moved to the "In training or without TCH" step in his/her respective job classification. Said employee will be eligible again during the next renewal period when he/she meets the full requirement plus the previous balance. Employees possessing a related college or technical degree will be exempted.

As of July 1, 1999 if an Operator In-Training has been in the In-Training position for more than one (1) year previous, the Operator will be moved to the appropriate Full Class III or Full Class IV step. Training contact hour requirements will still need to be satisfied.

ARTICLE VIII: HOLIDAYS

The following shall be recognized as paid holidays and all employees shall be paid their regular tour of duty at straight time pay therefore: New Year's Day, Martin Luther King Jr. Day, President'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.

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 for 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, any employee may at his/her discretion accept a sixth (6th) day's pay or a day off with pay.

Section 1: Personal Days
All employees shall be entitled to five (5) days off with pay annually for personal reasons. An employee must work six (6) months prior to becoming eligible to use these five (5) personal days. During the first six (6) months of employment, a personal day may be granted on an emergency basis by the department head. The term "day off" as used in this section shall be construed as twelve (12) hours, eight (8) hours or four (4) hours. The employee must notify the Plant Manager or his/her designee a reasonable time (five (5) days) in advance. The Plant Manager or his/her designee shall not unreasonably withhold personal leave. One personal day shall be taken on the day after Thanksgiving or on another day for those employees required to work on the day after Thanksgiving.

Section 3A. New employees hired after January 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 of 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 twenty-first (21st) year of employment each employee shall be entitled to one (1) additional day each year until twenty-five (25) years of employment, at which time the employee shall be eligible for a total of five (5) weeks.

Section 3: Temporary Employees
Temporary employees shall be granted one (1) week vacation leave with pay after nine (9) months of continuous full

time employment. At the completion of eighteen (18) months of continuous employment, such designated employee shall receive two (2) weeks of vacation leave with pay. There shall be no provisions for retroactive vacation allowances.

Section 4: Restriction 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 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.

Each operator must use at least two (2) weeks of vacation in forty (40) hour blocks. If an operator has less than five (5) years of service that operator must use at least one (1) week in a forty (40) hour block. Vacation hours left after this requirement can be used on a short notice basis. Three (3) days notice will be required to use a short notice day off to allow for shift coverage. If a requested day off can not be filled, or granted due to workload it may be denied.

Section 5: Determination of Years of Service for Vacation Leave
In determining the number of years of service for vacation purposes only, permanent employees shall be credited with one (1) year of 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) calendar days per 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.

The Water Treatment Plant requires a minimum of three (3) weeks notice in order to fill vacations. Vacations will be scheduled in the order in which they are submitted to the Water Treatment Plant Manager. The City reserves the right to postpone vacations that can not be filled by a floating operator.

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%) on one 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 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 X: SICK AND BEREAVEMENT LEAVE

Section 1: Number of Days Allowed
All full time and permanent part time employees shall be credited with sick leave with pay not to exceed fifteen (15) working days for each year of service, at the rate of one and one quarter (1 ¼) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of his/her duties.

Section 1A. Number of Days Allowed: All employees (full-time and permanent part-time) hired after January 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 or 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 day of the month following employment, and shall accumulate at the rate of one and one quarter (1 ¼) day per month each calendar month thereafter. Full time and permanent part time employees who are absent without pay and/or on leave without pay for more than one (1) day in any calendar month shall not receive sick leave credit for that month unless otherwise approved by the Mayor.

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

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

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

Section 6: Voluntary Donation of Accumulated Time
In the event of long term illness of an employee with no sick leave credits, individual employees may volunteer to donate at least one (1) day but no more than five percent (5%) of their accumulated sick leave time to the employee on a sign-up basis through the Human Resources Department. Such donated time shall not exceed a total of two hundred 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 the Department Head.

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

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

Section 9: Physician's Certificate Required for Extended Sick Leave
Upon return to duty following extended sick leave of or in excess of 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 maybe 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 records of sick and other leaves. Employees shall have the right to review their personnel records upon request.

Section 13: Death
In the 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 and 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: 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 tour of duty with the National Guard or Organized Reserve they shall be compensated for the difference in their normal weeks pay.

ARTICLE XII: DEATH BENEFIT

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 BENEFIT

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

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

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

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

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

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

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

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

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

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

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

Section 2: Dental/Optical Insurance
The City has available a group dental plan and will make available a group optical plan to employees at full cost to said employees.

Section 3: Immunization
Immunization shots similar to those offered at the Wastewater Treatment Plant shall be offered to all covered by this Agreement.

Section 4: Section 125 of the IRS Code
Amounts paid for health, life, and dental insurance will be pre-tax dollars.

ARTICLE XIV: SAFETY & DEFECTIVE EQUIPMENT

1. 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 in its defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

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

3. Highly technical and unusual electrical work will be done by an electrician.

4. The City will comply with all laws, rules and regulations regarding Water Treatment Plant operation and no employee will be required to violate these laws, rules and regulations.

ARTICLE XV: NEW EQUIPMENT REOPENING CLAUSE

In the event the City puts into use any 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 XVI: PREVAILING RATES

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

ARTICLE XVII: NONDISCRIMINATION

There will be no discrimination by the Union or the City against any employee because of race, creed, color, national origin, age or sex. 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 or age. 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 service.

The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, sanction or ratify, or participate in 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 return to work forthwith.

ARTICLE XX: GRIEVANCE PROCEDURE

1. Should any employee or group of employees feel aggrieved concerning his/her wages, hours or working conditions, which wages, hours or working 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 the grievance submit such grievance to the Shop Steward. If the Shop Steward cannot or does not resolve the said grievance, both the employee and the Shop Steward shall refer the grievance to the Water Treatment Plant Manager of the employee division.
B. If within five (5) days of being notified of the grievance the Plant Manager does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance in writing to the Superintendent/Engineer of the Water/Wastewater Divisions for the purpose of resolving or adjusting the grievance;
C. If within five (5) days of being notified of the grievance the Superintendent/Engineer of the Water/Wastewater Divisions does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance in writing to the Mayor;
D. 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 Arbitration and Conciliation. The decision of the Board shall be final and binding upon both parties.

ARTICLE XXI: EDUCATIONAL PAY

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

The City shall provide $1000.00 per year for educational courses. The City will provide an application form for employees requesting educational reimbursement. Payment of a course, if approved, will be made to the individual upon receipt of their grade for the course of "C" or better. A voucher or invoice specifying the cost of the course will be required prior to payment of the course by the City.

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 for lost time.

ARTICLE XXIII: CROSS TRAINING

If in the interest of being beneficial to the Water/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 both divisions as needed. Other than paying one for working out of classification, there would not be any other

additional compensation.

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 fewer 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 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.

At no time will the Superintendent/Engineer of the Water/Wastewater Divisions, in moving individuals to perform projects or tasks, leave the treatment facilities/systems in violation of the Board of Certification Rules and Regulations.

ARTICLE XXIV: AUTOMATION

At such time when the Water Treatment Plant can be left unmanned due to the installation of an automation system, the bargaining agreement will be reopened to redefine the hours of unmanned operation. The Union will provide a new shift schedule to the City for the review and approval by the Water/Wastewater Superintendent/Engineer. There will be no additional compensation granted for the shift change alone.

ARTICLE XXV: COMPETITIVE ASSESSMENT

The City of Haverhill will be conducting a competitive assessment of the Water and Wastewater Divisions by developing a Business Management Plan. As a result this bargaining group shall fully cooperate and participate with the firm chosen by the City of Haverhill to develop said plan. All findings coming from this study shall be presented to the bargaining group and Teamsters Local 170 for review and discussion. Any implementation of such findings shall be carried out through the Union.

ARTICLE XXVI: TERMINATION

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

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

EXECUTED this _____ DAY OF _____.

APPROVED AS TO FORM	**CITY OF HAVERHILL**
_____	_____
City Solicitor	**Its Mayor**
Edward J Ady	3/14/12
Business Agent, Teamsters Union Local 170	**Date**

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