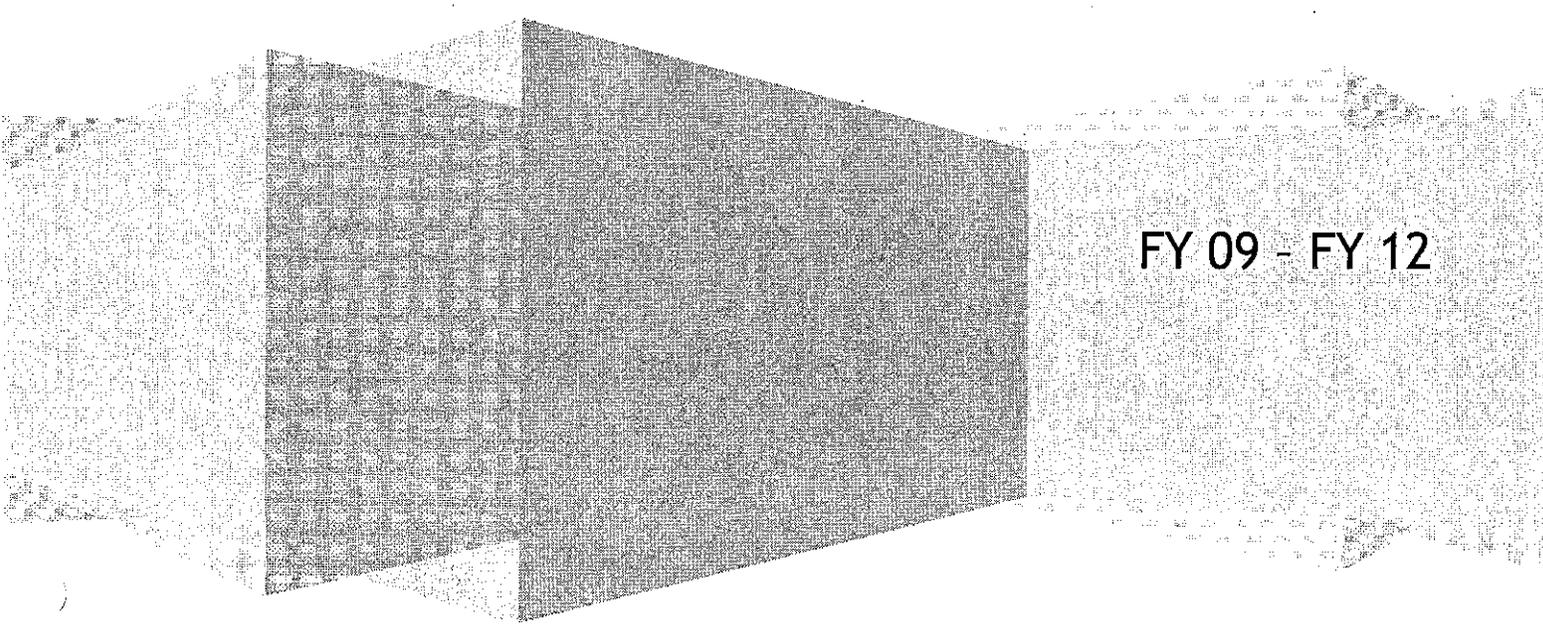


**LABOR AGREEMENT
BETWEEN
THE CITY OF HAVERHILL
AND
THE WATER/WASTEWATER OFFICE & TECHNICAL GROUP
TEAMSTERS LOCAL #170**

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



FY 09 - FY 12

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AGREEMENT

WATER/WASTEWATER Office & Technical Teamster Group

This agreement made and entered into this _____ day of _____ 20____ by and between the City of Haverhill, MA, referred to as the "Employer" and the Teamsters Local #170, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" agree to be bound by the terms and provisions of this agreement.

WITNESSETH

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

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

ARTICLE I: RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the following job classifications:

Wastewater Facility Manager	Wastewater Head Mechanic
Collection System Supervisor	Executive Assistant to the Supt./Eng.
Wastewater Chemist	Chief Financial Administrative Assistant
Business Manager	Water Distribution Manager
Treatment Plant Supervisor	Chemist
Water Service Inspector	Billing/Collector Manager

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

(2) Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assumes his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(3) In accordance with the policy set forth under subparagraphs (1) & (2) of this section all employees shall, as a condition of continued employment pay to the Local Union, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union; which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days

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

ARTICLE III: CHECK-OFF PAYROLL DEDUCTION OF UNION DUES

Section 1. 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 2. 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 Teamsters Local #170 Credit Union once per week. The Employer shall not make deductions and shall be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE IV: CONDUCT OF UNION BUSINESS

Authorized Agents of the Union shall have access to the premises where employees covered by the Agreement are employed during work hours, including the right to investigate working conditions, collect dues and inspect all time cards and other payroll records for the purpose of determining whether or not the terms of this Agreement are being complied with. The City will make such records available within 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 members of this Union.

ARTICLE V: SHOP STEWARDS

The Union shall have the right to designate a shop steward and an alternate. The Shop Steward shall be permitted to leave his/her post for and at any reasonable time during working hours, upon notification to his/her immediate supervisor, for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the 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 VI: SENIORITY AND PROMOTION

Section 1. DEFINITION: Seniority shall be defined as the length of service with the Water/Wastewater Division. Seniority shall be acquired by an employee after the completion of his/her probationary period which shall be six (6) calendar months, at which time seniority shall be retroactive to the first day of his employment. All those employees hired from a Civil Service List shall be made permanent in accordance with Civil Service Rules and Regulations. However, in cases where there is not a Civil Service List those employees hired are considered provisional employees until certified from an existing list.

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

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

Section 4. POSTING SENIORITY LIST: A seniority list of all employees covered by this Agreement showing name, position and date of entering service will be posted promptly on appropriate bulletin boards, accessible to all employees affected. The seniority list will be revised and posted in March of each year and will be open to protest and

correction for a period of thirty (30) days and upon proof of error presented by an employee or his/her representative, such error will be corrected.

Section 5. All employees rehired after the effective date of this Agreement will have to serve a period of twice the length of absence, not to exceed five (5) years, before prior service will be added to seniority.

ARTICLE VII: HOURS OF WORK AND OVERTIME

OFFICE ADMINISTRATIVE, BUSINESS MANAGER, EXECUTIVE ASSISTANT, CHIEF FINANCIAL ADMINISTRATIVE ASSISTANT: The work week shall be five (5) consecutive days, Monday through Friday inclusive from 8:00 AM to 4:00 PM daily, with one (1) hour for lunch. All hours worked over thirty-five (35) hours per week or seven (7) hours per day shall be paid at the overtime rate of time and one half or taken off on a compensative time and one half basis.

FACILITY MANAGER, CHEMIST, HEAD MECHANIC, and COLLECTION SYSTEM SUPERVISOR: The work week shall be five (5) consecutive days, Monday through Friday with one-half hour for lunch. Facility Manager, Chemist, Head Mechanic and Collection System Supervisor shall work 7:00 AM to 3:30 PM daily. All hours worked over forty (40) hours per week or eight (8) hours per day shall be paid at the overtime rate of time and one half or taken off on a compensative time and one half basis.

WATER DISTRIBUTION MANAGER, TREATMENT PLANT SUPERVISOR, CHEMIST, WATER SERVICE INSPECTOR, BILLING/COLLECTOR MANAGER: The work week shall be five (5) consecutive days, Monday through Friday, consisting of forty (40) hours per week. All hours worked over forty (40) hours per week or eight (8) hours per day shall be paid at the overtime rate of time and one-half or taken off on a compensatory time and one-half basis. Compensatory time to be used at employee's choice.

Each employee shall be allowed a scheduled fifteen- (15) minute coffee break for each three- (3) hours worked.

A call-in that is authorized by the Supt./Eng. shall be for a minimum of two (2) hours overtime pay.

ARTICLE VIII: WAGES AND CLASSIFICATIONS

Section 1. Wages and all classifications for employees shall be increased as follows and the steps shall be six (6) months apart from date of hire or advancement - see Appendix "A" and "B".

Section 2. 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 3. LONGEVITY: Any employee who has completed five (5) years of service shall receive \$1,000.00 additional pay in each fiscal year. Each employee who has completed ten (10) years of service, but less than fifteen (15) years of service shall receive \$1,050.00 additional pay in each fiscal year. Each employee who has completed fifteen (15) years of service, but less than twenty (20) years of service shall receive \$1,100.00 additional compensation in each fiscal year. Each employee who has completed twenty (20) years of service, but less than 25 years of service shall receive \$1,150.00 additional compensation in each fiscal year. Each employee who has completed twenty-five (25) years of service shall receive \$1,400.00 additional compensation in each fiscal year. Longevity shall be paid in a separate check.

Section 4. 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 5. COST SHARING PROGRAM: All employees will share equally in all savings attained by WWTP employees doing approved work projects 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 WWTP cost.

Section 6. COMPENSATORY TIME: Effective 1/1/98 each employee may carry forward five (5) compensatory days each year.

Section 7. CROSS TRAINING: If in the opinion of the Water/Wastewater Supt./Eng., an individual possesses the skills and qualifications to perform a related Water or Wastewater task, he/she may be requested to do so, and shall complete the task as part of his/her job description. It is the intent of this article 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 with collective bargaining contracts.

At no time will the Supt./Eng. of the Water/Wastewater Divisions, in moving individuals to perform projects or tasks, leave the treatment facilities/system in violation of the Board of Certification rules and regulations.

Section 12. MANAGEMENT PLAN: Each manager will be required to submit a management plan each June for the upcoming fiscal year. The management plan will be reviewed and approved by the Superintendent/Engineer prior to the start of each fiscal year. The management plan should consist of but not be limited to the following: performance goals; the development of best management practices to improve business efficiencies as well as improving customer relations; an action plan dealing with implementation of any business action plans and a means of tracking any of the proposed actions.

ARTICLE IX: HOLIDAYS

Section 1. 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.

Section 2. Administrative employees required to report for work on any of the above named holidays shall be paid the time and one half rate in addition to the holiday pay. Any administrative employee required to report for work on any of the above named 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 (6) day's pay or a day off with pay.

Section 3. All employees shall be entitled to five (5) days off, with pay annually for personal reasons. An employee must work six (6) months prior to becoming eligible to use these four (4) Personal Days - One personal day must be taken the day after Thanksgiving. During the first six- (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head.

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 X: 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.

Each member shall be eligible for an additional one day per year after thirty (30) years of service up to a maximum of one (1) additional week of vacation over that established by said Rules and Regulations.

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 Department by November 1st of each year for submission to the Mayor no later than November 15th each year. Requests shall be accompanied by a schedule showing how the total remainder of vacation credits will be used in the following year. Upon submission, up to fifty percent (50%) of one (1) year's vacation time carry over may be approved by the Mayor. Vacation leave credits shall not accrue for service in excess of the number of hours normally employed.

Section 8. PAYMENT IN CASE OF DEATH OF EMPLOYEE: Upon the death of an eligible employee, payment of vacation leave and other benefits shall be made to the beneficiary (ies) of the deceased, as may have been designated under the municipal retirement system, or to the estate of the deceased. Such payment shall be made in the amount equal to the vacation leave credits earned up to the time of death of the employee. This shall be effective up to the time of separation from the payroll, provided that no monetary or other allowances have already been made 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 XI: SICK AND BEREAVEMENT LEAVE

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

Section 1A. Number of Days Allowed: All employees (full-time and permanent part-time) hired after 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/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 Personnel 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 Human Resources Department shall record the use of such donated time 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 Department shall hold all official records of sick and other leaves. Employees shall have the right to review their personnel records upon request.

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

Section 14. BEREAVEMENT LEAVE: Five (5) days for parent, spouse, child or grandchild; three (3) days for brother, sister, foster parent, grandparent, foster child, spouse's parents; 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 XII: JURY DUTY AND MILITARY LEAVE

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

ARTICLE XIII: DEATH BENEFITS

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

ARTICLE XIV: MEDICAL BENEFITS

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

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

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

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

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

Flexible Spending Account

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

Health Reimbursement Account

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

Opt-Out Plan

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

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

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

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

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.

ARTICLE XV: NON-DISCRIMINATION

There shall be no discrimination by the Union or the City against any employee because of race, creed, color, national origin, sex, age or handicap. The City and the Union affirm their joint opposition to any discriminatory practice in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skills 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. 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 XVI: 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 strike. No employee covered under 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 return to work forthwith.

ARTICLE XVII: GRIEVANCE PROCEDURE

Section 1. Should any employee or group of employees feel aggrieved concerning 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 claims or unjust discrimination or any matter or condition of their health or safety adjustment shall be sought as follows:

1. The employee shall within five (5) days of his/her knowledge of the grievance submit such grievance to the Union. If the Union cannot or does not resolve any said grievance, the grievance will be submitted in writing to the Supt./Eng. within seven (7) days.
2. If within five (5) days of being notified of the grievance the Supt./Eng. does not resolve the grievance to the satisfaction of the Union, the Union shall submit the grievance in writing to the Mayor, for the purpose of resolving or adjusting the grievance.
3. If within five (5) days of being notified of the grievance the Mayor does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance to the Massachusetts State Board of Conciliation and Arbitration and the decision of the Board shall be final and binding on both parties.

Section 2. All warning letters will be removed from an individual's file six (6) months after the date of the receipt of the warning letter if said individual did not receive any action with regard to the subject of the warning letter.

ARTICLE XVIII: EDUCATION PAY

It is agreed if employees attend courses applicable to the Water/Wastewater (Office and Technical) Department and if they receive written approval, prior to taking the course, from the Supt./Eng., 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 \$1,000.00 per year for

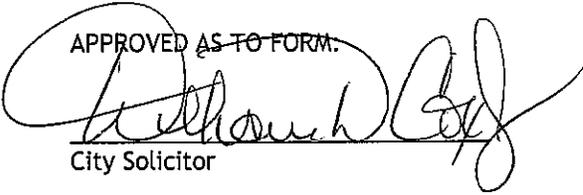
educational courses for members of this bargaining unit. The City will provide an application form for employees requesting educational reimbursement. Payment of a course, if approved, will be made to the individual upon receipt of their grade for the course, of "C" or better. A voucher or invoice specifying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

ARTICLE XIX: 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 time as a new contract is agreed upon.

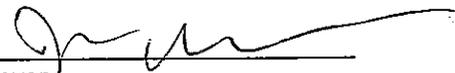
EXECUTED this _____ day of _____ 20_____

APPROVED AS TO FORM.



City Solicitor

CITY OF HAVERHILL

BY 

Its Mayor

TEAMSTERS LOCAL #170

BY 

Business Agent